The Berkeley Leisure Group Limited

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Our Ref:
DEC/ LK
Your Ref:

23rd October 2014

Environmental Health & Housing
St Edmundsbury Borough Council
West Suffolk House
Western Way
Bury St Edmunds
Suffolk IP33 3YU

Dear Sirs

Re: Deposit of Site Rules
Shepherds Grove Park, Stanton, Bury St Edmunds Suffolk IP31 2AY

Following completion of a Site Rule consultation, we enclose the Site Rules which are being implemented at Shepherds Grove Park.

Yours faithfully,

DAVID CURSON
OPERATIONS DIRECTOR

Cc: Park Office, Shepherds Grove Park
File

Enc.

COMMUNITY
ENVIRONMENTAL HEALTH DEPT.
24 OCT 2014
Post book ref:
Refer to

BERKELEYPARKS
RESIDENTIAL PARK RULES

ENGLAND

2014

PARK RULES FOR
SHEPHERDS GROVE PARK

COMMUNITY
ENVIRONMENTAL HEALTH DEPT
24 OCT 2014
Post book ref:
Refer to

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 and any 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 30 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 only to apply from the date on which they take effect, which is 20th November 2014; 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 13, 15 and 24.

The Park Owner does not accept any liability whatsoever for loss or damage to any property of the Homeowner, including the park home, their family or any visitor to the park.

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 fences or other means of enclosure unless you have obtained our approval (which will not be unreasonably withheld or delayed). You must position the fences and any other means of enclosure so as to comply with the park's site licence conditions and fire safety requirements and to a maximum of 1m in height. Park boundary hedges and or fences must not be interfered with and no unauthorised entrances to the park are permitted.

3. Trees and Shrubs and other planting must not be permitted to grow to a size or shape to interfere with a neighbour's pitch. Vegetables are not to be grown.

4. You must not have external fires, including use of incinerators.

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

6. You must not keep explosive substances on the park.

Storage

7. You must not have more than one storage shed on the pitch. Where you source the shed yourself the design, standard and size of the shed must be approved by us in writing (approval will not be withheld unreasonably). 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 48ft^2 or 4.47m^2.

8. You must not have any storage receptacle on the pitch other than the shed referred to in rule 7 and any receptacle for the storage of domestic waste pending collection by the local authority.

9. 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. The separation space is the space between your park home and any neighbouring home.

Refuse

10. 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.

11. 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

12. 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 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

13. No person under the age of 50 years may reside in a park home, *with the exception of the park owner, park manager and their family.*

Noise Nuisance

14. 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.

Pets

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

    - Not more that *one* dog (other than any of the breeds subject to the Dangerous Dogs Act 1991 which are not permitted). 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

    - Not more than *one* domestic cat.

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.

Rule 15 does not apply to pets owned by the park owner, park manager and their family.

16. Nothing in rule 15 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.

Water

17. You must only use fire point hoses in case of fire.

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

Vacant Pitches

19. You must not access vacant pitches and must not disturb building materials and plant.

Vehicles and Parking

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

21. Parking is only permitted for one vehicle per park home.

22. You must not park on the roads or grass verges.

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

24. Other than for delivering goods and services, you must not park or allow parking of commercial vehicles of any sort 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.

With the exceptions of commercial vehicles operated by the park owner, park manager and their family.

25. You must not park Boats, Camper Vans, Motorhomes, Touring Caravans or Trailers of any sort on the park.

26. You must hold a current driving licence and be insured to drive any vehicle which is your responsibility 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.

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

28. You must not carry out the following works or repairs on the park:
    (a) major vehicle repairs involving dismantling of part(s) of the engine
    (b) works which involve the removal of lubricants or fuel.

Weapons

29. 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, a copy of which should be provided to the park owners, and they are securely stored in accordance with that licence.

External Decoration

30. Homeowners must maintain the outside of their park home in a clean and tidy condition. Where the exterior is repainted or recovered homeowners must use reasonable endeavours not to depart from the original exterior colour-scheme.