St Leonards Farm Park Home Rules Park Owner: W.E. Love & Son West Moors, Dorset, BH22 0AQ

Introduction

The following rules of occupation are for the good management of St Leonards Farm Park and for the benefit of all who live on there. Where Agreements/Written Statements for the occupation of Mobile Home Pitches are entered into or assigned these rules form part of the Express Terms of the Agreement/Written Statement.

Defined Terms

Park Owner means the partners for the time being W.E. Love & Son and their lawful successors in title.

Occupier means the persons lawfully entitled to reside in the mobile home and live on the park by virtue of having entered into a written statement/agreement with the Park Owner or who have taken an assignment of a mobile home and its agreement or who have been gifted a mobile home and its agreement or who otherwise have the lawful benefit of such an agreement.

Park means St Leonards Farm Park.

Pitch means the numbered plot including garden upon which the Mobile Home is sited.

- 1. Only Mobile Homes of propriety manufacture which conform to the definitions contained in the Caravan Sites and Control of Development Act 1960, the Caravan Sites Act 1968 and the Mobile Homes Act 1975 (1983 & 2013 as amended) and/or BS3632 shall be sited on the Park.
- 2. Mobile Homes must be kept in a good, sound and clean condition and repair by the Occupier and decoration and external colour must be maintained to a good standard. Wheels must not be removed, nor the Mobile Home re-positioned. No external alteration of or addition to the Mobile Home or Pitch is permitted without the prior written approval of the Park Owner which must not be unreasonably withheld.
- 3. Any unlawful alterations to the Mobile Home or Pitch must be removed at the Park Owners written request and at the cost of the Occupier.
- 4. The Occupier is responsible for the cleanliness, tidiness and maintenance of the Pitch, including the garden and must also keep the area underneath the Mobile Home clear, unobstructed and open, save that a ladder and mobile home draw bar are permitted provided properly hung in brackets.
- 5. The Mobile Home may only be used by the Occupier and members of his permanent household over the age of 55 years of age and in any event for the occupation of such number of persons as shall not exceed the specified number of berths.
- 6. Bona fide guests may stay on the Park as visitors only for periods not exceeding 6 months in any 12 month period.
- 7.
- 7.1 Children and any persons under 55 may not reside as permanent residents.
- 7.2 Bona fide visitors may visit subject to compliance with these rules.
- 8. Occupiers are responsible for ensuring that all electrical, gas and oil fired installations and appliances in the Mobile Home comply at all times with the requirements of the Institution of Electrical Engineers and/or other appropriate statutory or regulatory bodies or authorities. Electric fires or heaters shall not exceed 1 KW and all electrical appliances shall be fitted with approved suppressors. Oil tanks are to be screened in approved form and with the prior consent of the Owner only not to be unreasonably withheld. Only one oil tank per Pitch is permitted. Gas Meters must be installed at the rear of the Mobile Home.

- 9. The Occupier must not permit waste water, harmful or hazardous materials to be discharged onto the ground whether on the Pitch or the common areas or adjacent land owned by the Park Owner.
- 10.
- 10.1 The Occupier is responsible that all household refuse and waste from the Mobile Home or Pitch is deposited in approved containers which must not be over filled.
- 10.2 The Occupier must comply with all regulations and rules made by the Local Authority in relation to the disposal of waste refuse and recycling.
- 10.3 No commercial waste or building materials or other non domestic waste shall be disposed of on the Park and must be removed off site.
- 10.4 The garden refuse heap provided by the Park Owner must only be used by Occupiers residing on the Park only for the disposal of grass, leaves, small twigs and cuttings and other usual organic garden refuse in the designated areas and not for any food waste, commercial or building waste or other domestic waste. In particular no wood with nails or screws must be deposited in the interests of agricultural safety and animal welfare.
- 11. Musical instruments, record players, radios, television and all other appliances must not be used to cause nuisance or disturbance to others, especially between the hours of 10.30pm and 8.am.

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- 12.1 All vehicles must be driven carefully on the park, not exceeding the displayed speed limit.
- 12.2 Vehicles must keep to authorised parking spaces as designated by the Park Owner and to the roads, which must not be obstructed.
- 12.3 Vehicles must be taxed, roadworthy and insured as required by law and drivers must hold a current driving licence and insurance.
- 12.4 Disused vehicles must be removed from the Park and the Park Owner reserves the right to remove any vehicles which reasonably appear to be abandoned.
- 12.5 Major overhauling and repair of motor vehicles is not permitted on the Park save that Occupiers may undertake reasonable routine maintenance and small repairs that can be accommodated within their parking space so as not to cause any obstruction or nuisance to other Occupiers and the Park Owner and so long as no machinery, tools, car parts and motor consumables are left in the parking space over night or for any longer that the repairs/works require or otherwise leave the common areas and car park looking unsightly.
- 12.6 One vehicle per Pitch only is permitted.
- 12.7 Visitors vehicles must be left in the parking spaces provided for visitors only. No parking on the Pitch is permitted whether by the Occupier or their guests, visitors or contractors.
- 12.8 No commercial vehicles as described in the vehicle taxation legislation are permitted to be parked or kept on the Park except for such vehicles as may be owned and used by the Park Owner or by contractors undertaking work to a Mobile Home or Pitch and in the case of contractors no such commercial vehicles may be parked over night on site.
- 13. Only one non combustible metal 8x6 garden shed per Pitch is permitted, fuel bunkers and other structures are only permitted with the prior written approval of the Park Owner.
- 14. Major alterations to Pitch gardens shall be undertaken only with the Park Owners prior written consent not to be unreasonably withheld. A reasonable number of paving slabs per Pitch are permitted provided that each slab does not exceed 2ft square and that the coverage is reasonably in proportion to the pitch to ensure that the rural and non urban ambiance and character of the Park is maintained and in such position and number as maybe agreed in writing between the Park Owner and the Occupier both parties acting reasonably.

- 15.1 Gardens must be of an ornamental nature only and must be kept neat, tidy and free from weeds, with grass and lawns properly maintained and cut.
- 15.2 The planting of trees is subject to the Park Owners prior written approval not to be unreasonably withheld and the Occupier may plant small shrubs on their Pitch subject to ensuring the same do not obstruct or cause any nuisance or damage to any path, roadway, neighbouring pitch, adjacent land or services or that their root systems do not damage or interfere with any structure or service and should this occur then the Occupier will be required to remove or relocate the shrub as reasonably required.
- 15.3 Trees may not be cut down, removed or damaged and gardens will be left intact when the Occupier vacates the Pitch. The Occupier may remove shrubs planted by the Occupier on their Pitch.
- 15.4 No fences shall be erected nor existing fences or boundaries moved without the Park Owner's consent in writing first obtained the same not to be unreasonably withheld. For the avoidance of doubt only wooden trellis panels and good quality wooden picket fencing are permitted with consent not exceeding 5ft 3" in height and filled wooden panel fences are **only** permitted on a replacement like for like basis where already erected around the car parking areas and in similar extenuating circumstances with written consent. No brick/plastic/metal or other non-wood fencing or boundary structures are permitted.
- 15.5 No plastic or pvc skirting is permitted around Mobile Homes save that only wood, mock stone or mock brick skirts and real brick or stone are permitted with a minimum of two access panels and appropriate ventilation with the written consent of the Park Owner not be unreasonably withheld.
- 15.6 Compost heaps, green houses, cold frames and the growing of produce for consumption are not permitted save that usual domestic garden and kitchen produce such as fruit, vegetables and herbs may be grown in pots only on a non commercial or intensive basis and for the avoidance of doubt no fruit vegetables or other produce is permitted to be planted in the soil of the Pitch..
- 15.7 There must be three feet of turf adjacent to all roads and paths and gravel and hard/concrete standings.
- 16. Washing lines are to be reasonably screened from public view.
- 17. No pets or animals are permitted in the Mobile Home or on the Pitch and must not be brought on to the Park.
- 18. The Occupier is responsible for the conduct of children in his/her custody visiting the Park and of all visitors, guests and contractors and must ensure that all comply with the Park Rules and any other reasonable management requirements.
- 19. It is forbidden to carry offensive weapons, or other objects likely to give offence on the Park, or to interfere with or disturb any flora or fauna on the Park. No criminal, illegal or unlawful activity or anti social behaviour is permitted and the Occupier must not cause or allow to be caused any nuisance or disturbance on the Park.
- 20. Occupiers and everyone using the Park must comply with the Site Licence Conditions Planning laws, requirements of all utility providers and all statutory requirements, laws, statutory instruments, regulations and by laws from time to time in force and shall indemnify the Park Owner and their fellow Occupiers in respect of any breach of the same.
- 21. Access is not permitted to vacant Pitches or such areas where works are taking place. Building materials or other plant must be left undisturbed.
- 22. No commercial enterprise or business activities may take place on the Park.
- 23. Overhead wires are not permitted and must not be installed by Occupiers.

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- 24. The exterior finish whether as to colour or construction of the Mobile Home shall blend agreeably with its surroundings and in the event of change during the currency of the Agreement, the Park Owner's written permission and approval shall first be obtained the same not to be unreasonably withheld. External colours must be muted, ideally following the original colour scheme as manufactured, being in keeping with the remainder of Mobile Homes on the Park. No structural or external alterations to the Mobile Home increasing the original dimensions as manufactured are permitted. Reasonable and proper like for like repairs and improvements not materially altering the original design and not altering the size and construction or breaching any site licence, or other relevant health and safety requirements, will be permitted with written consent not to be unreasonably withheld. All permitted works undertaken shall be carried out in a good and workmanlike manner, using good quality materials.
- 25. The Occupier shall use the roads and paths provided for access to and from the Pitch and Park with bikes and motor vehicles and on foot respectively only and shall not obstruct or stop up the same and shall not walk on or across another Occupier's Pitch. The Occupier shall not enter upon or attempt to access any adjacent property owned by the Park Owner not forming part of the curtilage of the Park or its common areas (but for the avoidance of this restriction shall not apply to any designated access to the Park Office or garden refuse area or main Park access on to the A31) without the express consent of the Park Owner.
- 26. The lighting of any fire or incinerator on the Pitch and within the boundaries of the Park is forbidden with the exception that properly manufactured off ground BBQs with metal legs may be used with the curtilage of the Pitch strictly in accordance with the manufacturers instructions and in line with all relevant health and safety guidance in force from time to time and ensuring the use of the BBQ does not contravene the site licence conditions or any other applicable statute, law, bylaw or regulation and ensuring at all times that no nuisance or damage is caused to the Park Owner or other Occupiers.
- 27. No garden hoses are to be installed.
- 28. No temporary structures are permitted without the express written consent of the Park Owner save that properly manufactured demountable domestic garden gazebos with fire proof material non wood covering may be permitted without express consent between April 1st and October 1st in each year only and strictly subject to the said gazebo being placed entirely within the Occupier's pitch the same not causing nuisance or damage or loss to the Park Owner or other Occupiers or in any way breaching the site licence conditions or relevant fire and safety regulations or recommendations of the Fire Officer or otherwise becoming unsightly or in a poor state of repair and condition and in all such cases the gazebo shall be removed immediately by the Occupier on written request.
- 29. Should any one of these rules or part of any one of these rules be found to be unlawful or unenforceable by the relevant tribunal or Court then for the avoidance of doubt all remaining rules or parts of rules not the subject of any such declaration, decision or order shall be deemed to remain in full force and effect and binding on the Park Owner and the Occupier.