
**PARK RULES
FOR
DURHAM RESIDENTIAL PARK**

1st APRIL 2016

Preface

In these rules;

“Occupier” means anyone who occupies a park home, whether under an Agreement to which the Residential Homes Act 1983 applies or under a tenancy or any other agreement.

“you” and “your” refers to the homeowners 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 Residential Homes Act 1983, as amended.

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 enclosures unless you have obtained our approval. You must position fences and any other means of enclosures so as to comply with the park’s site licence conditions and fire safety requirements.
3. You must not have external fires, including incinerators.
4. You must not keep inflammable substances on the park except in quantities reasonable for domestic use.
5. You must not keep explosives substances on the park.

Storage

6. 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.
7. You must not have any storage receptacle on the pitch other than the sheds mentioned in rule 6.
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 over fill containers and must place them in the approved position for the local authority collections.
10. You must not deposit any waste or unroadworthy vehicles on any part of the park (including any individual 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 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, and the park warden.

Noise Nuisance

13. You must not use musical instruments, all forms or 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.

Vehicles and Parking

14. You must not park commercial vehicles of any sort, including light commercial or light goods vehicles as described in the vehicle taxation legislation on the park with the exceptions of commercial vehicles operated by the park owner and their family, the park.
15. 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 the law and is in a roadworthy condition.
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.

Fire Precautions

17. You are recommended to have in your park home a fire extinguisher and fire blanket conforming to the relevant British Standard.

Exterior Decoration

18. 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.

Water

19. Where water is not separately metered at the park home or not separately charged you must not use hoses, except in case of fire.
20. You must only use fire point hoses in case of fire.
21. You must protect all external water pipes from potential frost damage.

Vacant pitches

22. You must not have any access to vacant pitches and must not disturb building materials and plant.

Pets

23. You are allowed to keep dogs and cats however you must ensure that your animal does not cause a nuisance to other occupiers on the park and that you clean up after them at all times.

Access and Right of Way

24. Durham Residential Park will keep all roads and pathways on the site in a good state rate of repair. Durham Residential Park agrees to give all occupiers right way to access their home 24 hours a day via foot or motor vehicle.



Ownership and Transfer of ownership

25. Before moving onto the site the occupier will have agreed with Durham Residential Park to purchase a home. The home will be the sole property of the occupier. The home must continue to reside on the pitch. The pitch is the sole property of Durham Residential Park.
26. If the occupier chooses to sell the home the occupier must pay 10% of the total resale value to Durham Residential Park this fee is not applicable if the occupier chooses to sell the home within the first 12 months. Any potential buyer of the home must agree to the park rules before the purchase is completed. If the home is to be moved off site, the home can only be moved by contractors that have been approved by Durham Residential Park.

Licensing and certifications

Durham Residential Park is licensed by Durham County Council to operate a Residential Park License No DCC/2014/030331

The express terms of a homeowners 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.

	Date		Date
	7/10/16		/ /
Occupiers Signature		Durham Residential Park Signature	

