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28 November 2018

SENT BY EMAIL:

sarah.elvin@west-lindsey.gov.uk

Dear Sarah

Wolds Retreat, Brigg Road, Market Rasen, LN7 6RU

I write further to our telephone conversation of earlier this week and can confirm that I am instructed to act on behalf of Greens Park Homes Limited in its capacity as the operator of Wolds Retreat, Brigg Road, Market Rasen, LN7 6RU ("the Park").

Following successful completion of the site rule consultation on the Park pursuant to The Mobile Home (Site Rules) (England) Regulations 2014 ("the Regulations") I enclose, as discussed, a copy of the Site Rules that will be implemented at the Park.

With reference to the consultation process undertaken in accordance with the Regulations I can confirm that each resident on the Park (and prospective residents in the process of purchasing a home on the Park) have been consulted and my client has not received notification of an appeal to the First Tier Tribunal (Property Chamber).

For the avoidance of any doubt the enclosed Site Rules are intended to replace, on a wholesale basis, any other site rules previously lodged with West Lindsey District Council (the same having been lodged pending completion of the necessary site rule consultation process).

I can confirm that the appropriate fee of £30 has today been dispatched by same day bank transfer to West Lindsey District Council (using the bank account details provided earlier this week and quoting the reference "*Wolds Retreat Site Rules*").

I would therefore be grateful if you could kindly acknowledge safe receipt of the Site Rules and, in due course, the fee.

.....contd.

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I trust the above is sufficient but should you have queries, please do not hesitate to contact me.

Yours sincerely

**Aimee Hutchinson
Associate Solicitor
BLACKS SOLICITORS LLP**

PARK RULES FOR WOLDS RETREAT



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”, “our” and “us” refers to the park owner
- “park” refers to Wolds Retreat, Brigg Road, Market Rasen, LN7 6RU

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 3 about the colour of the exterior of the home, as someone renting their home would not be responsible for exterior maintenance.

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 19, 20, 33, 41 and 42.

Condition of the pitch and the home

1. You must not erect fences or other means of enclosure (such as a hedge) unless they are of a non-combustible material, no greater than 1 metre in height (in accordance with model site licence conditions) and you have obtained our prior approval in writing to the design, standard and size of the enclosure (which will not be unreasonably withheld or delayed). For example where the means of enclosure is a fence and you source the fence yourself the design, standard and size of the fence must be approved by us in writing prior to erecting the fence on the pitch (such approval will not be unreasonably withheld or delayed). For the avoidance of any doubt wooden fences are not permitted. You must position fences and other means of enclosure so as to comply with the park’s site licence conditions and fire safety requirements.
2. You must not make any alterations to any part of the park, your pitch or the exterior of your home unless such alterations are permitted by these park rules and/or your written statement and you have obtained our prior approval in writing (which will not be unreasonably withheld or delayed).

3. You must maintain the pitch surrounding the home in a clean and tidy condition. This includes regularly cutting any grass within the confines of the pitch and maintaining and pruning any plant growth on or within the pitch.
4. Homeowners must maintain the outside of their 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.
5. You must not remove your home from the park without obtaining our prior approval in writing (which will not be unreasonably withheld or delayed).
6. You must not bring a new home onto the park without obtaining our prior approval in writing (which will not be unreasonably withheld or delayed).
7. You must ensure that all and any installations on the pitch (which are not our responsibility) and all and any installations within your home (be they gas, electric or otherwise) comply at all times with the requirements of the Institute of Electrical and Electronic Engineers, the Institute of Gas Engineers & Managers and/or other appropriate regulatory authorities.
8. If you instruct an independent tradesperson to carry out work on your home or pitch, you must ensure that the tradesperson has the necessary qualifications and certificates for the work that the tradesperson is doing, together with sufficient professional indemnity insurance.

Fire Precautions

9. You are recommended to have in your home a fire extinguisher and fire blanket conforming with the relevant British Standard.
10. You must not have external fires on your pitch or any part of the park, including incinerators. You are at liberty to have a barbecue on your pitch subject to any such barbecue being positioned not less than 2 metres away from your home, any fence and any other combustible material. You must take sensible fire precautions at all times if you choose to have a barbecue.
11. You must not keep inflammable substances in your home, on your pitch or on any part of the park, except in quantities reasonable for domestic use.
12. You must not keep explosive substances in your home, on your pitch or on any part of the park.

Storage

13. You must not have more than one storage shed on the pitch. In the interests of maintaining uniform standards on the park, the shed must be a lidget concrete shed with canexel cladding finish of a colour similar to the exterior of the home or a light spar

aggregate finish, a metro-tiled roof of a colour similar to the roof of your home, UPVC doors, fascias and gutters and UPVC double glazed windows. Where you source the shed yourself the design, standard and size of the shed must be approved by us in writing prior to the stationing of the shed on the pitch (such approval will not be withheld or delayed unreasonably). You must position the shed so as to comply with the park's site licence and fire safety requirements.

14. You must not have any storage receptacle on the pitch other than the shed mentioned in rule 13 and any receptacle for the storage of domestic waste pending collection by the local authority.
15. 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.

Refuse

16. You are responsible for the disposal of all household, recyclable and garden waste in approved containers and must place them in the approved position for the local authority collections.
17. 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

18. You must not use your home, the pitch or the park (or any part of the park) for any business purpose, and you must not use your home or 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 your home or the park.

Age of Occupants

19. No person under the age of 50 years old may reside on the park.
20. No person over the age of 50 with resident children may reside on the park (save in circumstances where the resident children suffer from a disability within the meaning of section 1 of the Disability Discrimination Act 1995).

Noise Nuisance

21. 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 10.30 pm and 8.00 am.

Pets

22. Save as permitted by this rule and rule 23 you must not keep any pets or animals in your home or on the pitch except the following:
- Not more than 2 dogs (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. You must keep your dog within the mobile home except when, in accordance with this rule, it is under and within your direct control.
 - Not more than 2 domestic cats. 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.
23. Save as permitted by rule 22, you must not keep any pet or animal in your home or on the pitch except those which are housed in a cage, aquarium or similar and remain at all times within your home.
24. Nothing in rules 22 and 23 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.
25. You must not site or build a kennel for pets or animals anywhere on your pitch.

Water

26. You must only use fire point hoses in case of fire.
27. You must protect all external water pipes from potential frost damage.
28. You must not permit waste water or effluents to be discharged onto your pitch or any part of the park.

Vehicles and Parking

29. You must drive all vehicles on the park carefully and not more than 10 mph.
30. You must not park more than 2 vehicle(s) on the park.
31. You must not park on the roads or grass verges or in the allocated visitor parking.
32. You must not park anywhere except in the 2 parking space(s) allocated to your home on your pitch.

33. 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

with the exception of commercial vehicles operated by us, the park warden, employees or contractors instructed by us, utility providers or Royal Mail.

34. 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.

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

36. 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 oil or other fuels

A recognised breakdown service may attend the park in the event of a vehicle breakdown.

37. You must not park or allow the parking of any caravan or trailer or motorhome of any sort on the park.

38. Visitors to the park must only park in any available allocated visitor parking spaces, and must comply with any parking restrictions that are displayed on the park.

Miscellaneous

39. 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.

40. No skate boarding or ball games are allowed on the roads or communal areas of the park.

41. You must not access vacant pitches on the park.

42. You must not disturb any building materials and/or plant that may be located on the park from time to time.

43. You must ensure that any visitors to your home comply with these rules.
44. You must not sublet your home.
45. You may only use washing lines of the discreet rotary type and must remove them and store them out of sight after use.
46. (a) You are permitted to fish in the lake at the park subject to the rules outlined in this rule 46.
- (b) You are permitted to invite one guest once a month to fish in the lake at the park subject to the rules outlined in this rule 46.
- (c) Any guest you invite to fish at the park must be accompanied by you at all times whilst fishing in the lake at the park and be under your supervision.
- (d) Any fishing carried out at the park is done so entirely at your own risk or the risk of any guest invited in accordance with rule 46(b).
- (e) Any fish caught must be returned to the lake at the park.
- (f) We accept no liability for any loss, damage, injury or death caused whilst fishing at the park. Nothing in this rule seeks to operate to exclude liability for death or personal injury caused by our negligence or anyone acting on our behalf.