

## **AGREED SITE RULES FOR**

### **EBOR PARK, APPLETON ROEBUCK, YORK, YO23 7DZ.**

**V.2. REVISED JANUARY 2021 AMENDING RULES 4.9, 4.10, 5.1 & 5.4. AGREED BETWEEN SITE OWNER, SIMON MUSTO, RESIDENTS & RESIDENTS ASSOCIATION, 21<sup>ST</sup> JANUARY 2021.**

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The following rules are intended for the good management of Ebor Park & for the mutual benefit of all Occupiers (Residents) & the Site Owner. Once agreed they will be deposited with Selby District Council, in accordance with the requirements of the Mobile Homes Act 2013 and will apply to both the Occupiers (Residents) & Site Owner as well as to all agents & invitees of the Occupiers (Residents) & Site Owner.

Definitions: -

- Owner – shall mean the Park/Site Owner.
- Occupier – shall mean the Residents/Home Owner(s).

Acceptance of these rules forms part of the Written Statement of Terms under the Mobile Homes Act 1983, ('The Agreement') (to include the amendments outlined in the Mobile Homes Regulations 2013), which sets out the terms on which all Residents are entitled to keep their homes on Ebor Park.

The Occupiers & the Site Owner shall observe the Site Licence conditions of Selby District Council & all Town planning & other Statutory Provision, Orders, Building Regulations & Byelaws relating to Ebor Park.

#### **1. EMERGENCY REQUIREMENTS.**

- 1.1 TO ENSURE & ALLOW FOR THE UNINTERRUPTED PASSAGE OF EMERGENCY VEHICLES (I.E. FIRE BRIGADE, POLICE, AMBULANCE, PARAMEDICS, DOCTORS) THE ROAD ON THE PARK **MUST** AT ALL TIMES BE KEPT CLEAR.
- 1.2 IT IS THE RESPONSIBILITY OF OCCUPIERS TO ENSURE THAT VEHICLES, BE IT THEIR OWN, VISITORS OR CONTRACTORS DO NOT OBSTRUCT, OR ARE GUILTY OF OBSTRUCTING AN EMERGENCY CALL OUT.

#### **2. THE HOME.**

- 2.1 Only park homes of proprietary manufacture which conform to the definition of a mobile home under the Caravan Sites and Control of Development Act 1960 (as amended) and the Mobile Homes Act 1983 may be sited on Ebor Park. All replacement homes must conform to British Standard 3632.
- 2.2 Homes must be kept and maintained as originally manufactured so as to comply with rule 2.1. Wheels must not be removed, nor the home repositioned, as this may cause the home to become in breach of the site licence conditions.
- 2.3 Occupiers are cautioned against carrying out alterations to their homes which may inadvertently put them in breach of 2.1 & 2.2 above. This does not prevent occupiers from carrying out improvements (eg. insulation) which maintains the separation distance between homes of at least 6 metres.

- 2.4 Homes must be kept in a sound state of repair & clean condition. The external decoration must be maintained to a good standard & homes should be painted in their original colour(s) or in neutral or pastel colours.
- 2.5 Any alteration to the home, or extension to it (including the addition or replacement of a porch, solar panels, heat pumps or other green energy equipment), is not permitted except with the prior approval in writing of the Owner, who shall be entitled to inspect plans & drawings before deciding whether to give approval. Occupiers are reminded that most extensions will require planning permission, but that the grant of planning permission will not necessarily bind the Owner to giving permission for an extension.
- 2.6 The Occupier also agrees & covenants to insure & keep insured the park home with a member of the Association of British Insurers against loss or damage by theft, fire, storm & tempest and liability to any third party & such other risks as may be appropriate. The Owner may, from time to time, reasonably require the Occupier to produce to the Owner, upon request, the policy of such insurance & such evidence proving that the policy is valid, current & all premiums have been paid.
- 2.7 A 'for sale' notice is permitted to be displayed in the window of a Resident's home, for the purpose of selling a Park Home.
- 2.8 A maximum of 4x 47kg propane cylinders are permitted per home, stored in locations approved by the Owner & must be kept in accordance with the current gas storage & safety regulations.

### **3. SERVICE CONNECTIONS.**

- 3.1 The electrical, water & drainage systems of the home & the connections with the Park supplies, after the initial installation, are the sole responsibility of the Occupier.
- 3.2 It is the Occupier's responsibility to ensure that all electrical, solid fuel, oil & gas installations (where applicable) comply at all times with the various & current statutory requirements.
- 3.3 Occupiers shall allow entry to the Owner's appointed electrician for the purpose of carrying out the 3 yearly electrical safety tests & inspecting the consumer units in each of the Occupier's homes.
- 3.4 All external water pipes shall be lagged by the Occupier, against frost. The Occupier will be liable for any loss of water due to the occupier's failure to do so, or from any other failure to maintain, for which the occupier is responsible.
- 3.5 The Occupier shall not permit waste water to be discharged onto the ground.
- 3.6 The Occupier is responsible for maintaining the service pipes, wires & conduits within his/her pitch, as follows: -
  - 3.5.1 Electricity: – from the meter (if the meter is situated on the Occupier's pitch), or, from the consumer unit (excluding any underground cables which remain the responsibility of the Owner).
  - 3.5.2 Gas: – from the gas bottle supply situated on the Occupier's pitch.
  - 3.5.3 Water: - from the stop-cock situated on the Occupier's pitch; and
  - 3.5.4 Sewerage: - above ground level on the Occupier's pitch.

#### 4. THE PITCH.

- 4.1 Pitches, including gardens, must be kept clean & tidy. Occupiers will leave gardens in a tidy condition, upon vacating the pitch.
- 4.2 Flowers, shrubs & vegetables (for personal consumption) grown in borders, beds, pots or containers is permitted.
- 4.3 Rubbish or building materials must not be accumulated on any part of the pitch, or anywhere else on Ebor Park.
- 4.4 No flammable or explosive substances may be kept on the pitch except in quantities, reasonable for domestic use. No flammable or explosive goods (eg. tins of paint etc) shall be stored under a Park Home.
- 4.5 The area under the Park Home should be kept free of obstruction to enable access to pipework etc. Limited storage under the Park Home will be permitted, provided such storage of small items is in suitable non-combustible containers. Larger items (eg. aluminium/metal, but not wooden ladders) may also be stored under a home provided the Occupier is not in breach of 4.4 above.
- 4.6 The maintenance of boundary fences is the responsibility of the Owner. Residents should contact the Owner to report any damage or other maintenance issues. Party fences between pitches are not permitted without prior written consent of the Owner.
- 4.7 Permanent tented structures are not to be erected or stationed & are not permitted on any part of Ebor Park, except with the written permission of the Owner. A temporary structure (eg. parasol or gazebo) is allowed, provided the covering is capable of being removed.
- 4.8 The Owner shall be consulted before the planting of trees and shrubs as these can affect services buried in the ground. Original trees & shrubs shall only be pruned or removed by the Owner as & when deemed necessary. Landscaping of the communal areas of Ebor Park will continue to be the responsibility of the Owner.
- 4.9 Only storage sheds, fuel bunkers, or other structures which comply with the terms of the site licence are permitted. Replacement structures must be constructed of non-flammable materials (eg. metal or plastic), limited to a maximum size not exceeding 8' x 8,' must be sited in the same location as the previous shed, or to the rear of the pitch & positioned so as not to obstruct visibility from neighbouring pitches. Prior approval must be obtained from the Site Owner.
- 4.10 Refuse and recycling bins should be stored at the rear of the home, or where this is not possible, out of general view, or in a bespoke bin store. All recycling, household & garden waste must be put into the requisite bins. These must not be over-filled & placed in the approved position(s) for the alternate weekly collections. No refuse shall be deposited on Ebor Park.
- 4.11 Retractable & rotary type washing lines only, are permitted for use on Ebor Park.
- 4.12 External fires, including incinerators, are not allowed. Gas & small charcoal barbeques are permitted but must be constantly supervised during use to eliminate risk of fire spread.

## 5. OCCUPATION.

### **NB. EBOR PARK IS LICENCED AS A RESIDENTIAL PARK, NOT A HOLIDAY PARK.**

- 5.1 Ebor Park is a year-round residential park, intended to be a retirement/semi-retirement park and is to be occupied by persons over the age of 50 (if a couple, at least one member of the household must meet the qualifying age limit). This must be the Occupier's main residence & be occupied for a minimum of 182 days per calendar year.
- 5.2 The Owner shall consult with Residents and/or Residents Association, should the site rules need to be amended, or added to, or existing rules altered, by giving 28 days' notice & following the procedure laid down in the Mobile Homes Act 2013.
- 5.3 Assigning or gifting the Park Home shall be governed by the key legislation contained in Chapter 2 of Part 1 of Schedule 1 to the Mobile Homes Act (as amended) and in the Mobile Homes (Selling & Gifting) (England) Regulations 2013. The site rules will apply to assignees and persons to whom a home is gifted.
- 5.4 Sub-letting of any kind, whether or not for financial gain, allowing the home to be used as a holiday home, or parting with possession of the whole or any part of the Park Home or Pitch, unless by way of assignment or gifting, is not permitted. Only the Occupier and, in their absence, members of his/her permanent family & bona fide guests (who meet the criteria for residence on Ebor Park - 50 years of age upwards) may home-sit the Park Home, for the occupier. Home sitting is limited to a maximum 7 days, except where the occupier has obtained, in advance, the express written permission of the Owner for an extension, not exceeding 21 days. It will be the Occupier's responsibility to ensure the 'home-sitter' is aware of & agrees (before arrival to home-sit) to comply with all requirements, the site rules (including those relating to pets), fire safety & health & safety applicable on the park.
- 5.5 No Park Home can be used to sleep/accommodate, on a permanent basis, a number of persons exceeding the number of berths installed as part of the original design, by the Park Home manufacturer.
- 5.6 The Occupier shall not use the Park Home, or permit it to be used for commercial enterprise or business activities, except where the Occupier is self-employed and works from home. Furthermore, written consent from the Owner will be required before any commercial or business activity is permitted.
- 5.7 The Occupier shall not use, or permit, the Park Home for illegal or immoral purposes.
- 5.8 Residents are responsible for the supervision & conduct of visiting children in their care (especially whilst in the communal areas) & for the proper behaviour of their visitors.

## 6. HEALTH & SAFETY.

- 6.1 The Owner, in accordance with the terms of the Site Licence conditions, undertakes to instruct the relevant professionals, on an annual basis, to carry out a fire risk assessment of the site & thereafter implement such recommendations or statutory requirements, as be made, in a timely manner. Occupiers & their visitors, for their part, agree to comply with the applicable fire safety requirements & instructions on the site.
- 6.2 All Park Homes must be fitted with a working smoke alarm. It is recommended that a working Carbon Monoxide alarm is also fitted.

- 6.3 In the interest of safety, it is recommended (but not a requirement) that a dry powder fire extinguisher of suitable capacity, together with a BS approved fire blanket, be installed within each Park Home.
- 6.4 Mains switches, meters, cut-outs & wiring in the meter cupboard must not be tampered with or altered in any way. The permitted load must not be exceeded. Electricity must be switched off at the main switch when the Park Home is unoccupied for long periods, holidays excepted.
- 6.5 In the interest of safety & because of the risk of fire & explosion, the use of gas cylinders & paraffin heaters is not permitted within the Park Home. Only portable electric heaters will be permitted.
- 6.6 The chimney flue & cowl must be kept in a good state of repair where the gas heating system remains connected to the flue.
- 6.7 Occupiers erecting a TV aerial/satellite dish, or the like, shall have suitable public liability insurance cover.
- 6.8 In the interest of safety, Residents must not, except for changing light bulbs in the light bollards & in the case of emergency carry out repairs to the Pitch, or communal areas, without the prior consent of the Owner.

## 7. VEHICLES.

- 7.1 Occupiers & visitors bring vehicles onto Ebor Park at their own risk.
- 7.2 Disused/un-roadworthy vehicles must not be kept anywhere on Ebor Park without good reason & the prior consent of the Owner. The Owner reserves the right to have any such vehicle(s) removed.
- 7.3 Commercial vehicles are not allowed or to be parked on Ebor Park, except when tradespeople are either delivering or carrying out work for Occupiers or the Owner. Touring caravans, motorhomes, boats, sailboards & similar equipment are not permitted & must not be parked on pitches or elsewhere on Ebor Park.
- 7.4 All vehicles must be driven carefully on Ebor Park & must not be driven in excess of the displayed speed limit of 5MPH. They must comply with the following conditions: -
  - 7.4.1 Each vehicle must be taxed & insured as required by law.
  - 7.4.2 Each vehicle must have a valid MOT certificate, where required.
  - 7.4.3 Each vehicle must be in good working order & roadworthy.
  - 7.4.4 Drivers must hold a full driving licence as if Ebor Park were a public road.
- 7.5 Not more than 2 cars are permitted for each home & are to be parked on the Pitch, or in a designated parking/visitor space. **PARKING IS NOT PERMITTED ON THE ROAD** as this may prevent emergency vehicles being able to gain access. Caravans may be parked for a temporary period not exceeding 24 hours to allow for packing/unpacking.
- 7.6 Visitors must park their vehicles in the designated visitor spaces, or in vacant parking places, by prior arrangement with individual Occupiers. **NB. IT IS THE OCCUPIER'S RESPONSIBILITY TO ENSURE THAT VISITORS/TRADESPEOPLE ADHERE TO THE RULES TO ENSURE COMPLIANCE WITH RULE 1.**

- 9.3 Occupiers will be held liable at all times for the conduct of their visitors who must comply with these site rules whilst visiting Ebor Park. Children must be supervised by an adult at all times to ensure their safety & to ensure that nuisance or annoyance is not caused to other residents.
- 9.4 In the event of a pitch becoming vacant, access will be prohibited. Any building materials or plant in the possession of the Owner must be left undisturbed.
- 9.5 Musical instruments, TVs, radios, audio equipment, other appliances & motor vehicles must not be used to cause nuisance to others, especially between the hours of 11.00pm & 8.00am.
- 9.6 Fire-fighting equipment may only be used in case of emergency.
- 9.7 Guns & firearms requiring a licence from the Police Authority, together with other offensive weapons shall not be used on Ebor Park. It is forbidden to carry offensive weapons or other objects likely to give offence on Ebor Park.
- 9.8 Fireworks, except sparklers, are not permitted on Ebor Park, at any time.
- 9.9 Communal areas on Ebor Park should not be littered in any way.
- 9.10 It is not permitted to disturb, or otherwise interfere with, any flora or fauna on Ebor Park, except with the Site Owner's permission.

**These rules shall apply to Residents, the Site Owner & all visitors to Ebor Park. The rules can only be changed in future by agreement between the Site Owner & Residents, in line with the Site Rules Regulations & ratified by Selby District Council.**

**Please sign, date & return one copy to the Owner, within the next 14 days, retaining the second copy for your own records.**

Thank you.

Simon Musto.



Signed (Owner): ..... Signed (Occupier[s]): - .....

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Date: 5/2/21 .....

Date: - .....