



STATEMENT OF TERMS: MOBILE HOMES ACT 2013

PARK RULES FOR DARELYN PARK

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 their pitch in accordance with the Mobile Homes Act 1983, as amended.

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 'yours' refers to the homeowner or other occupier of a Park Home.
- 'we' and 'our' refers to the Park owner.

None of these rules are to have retrospective effect. Accordingly:

- They are to apply only from the date on which they take effect, which is the 1st May 2015; 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 in breach of the rules in existence before that date.

These rules also apply to the Park Owner and any employees (for as long as they may live on the Park).

GENERAL

The minimum acceptable age for occupiers is 45 years and no person/s below that age may reside in a home on the Park. The Park owner reserves the right to approve additional permanent members of the occupier's household – a permanent member of the household means either spouse or approved partner. The approval must be in writing and that approval will not be unreasonably withheld in respect of someone aged 45 years and over.



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The Park Home may be used by the occupier and bona fide guests. The occupier will at all times be responsible for the conduct of their guests. The guests may stay for a maximum of 6 weeks at any one time.

THE PITCH AND THE HOME

1. To ensure adequate ventilation, you must keep the underneath of your home clean and not use it as a storage space.
2. Nothing should be allowed to grow on the boundary fencing, thus preventing maintenance of the fence panels themselves.
3. Washing line, TV aerials and satellite dishes must be screened from public view where possible.
4. Trees and shrubs may be planted on the pitch, but the occupier must ensure that any easement rights which exist with utilities companies are not breached. If in doubt, please enquire at the Park Owner's Head office.
5. No external fires of any kind are allowed.
6. You must not keep inflammable substances on the Park except in quantities reasonable for domestic use.
7. You must not keep explosives on the Park.
8. Occupiers must keep and maintain the outside of their Park Home and pitch in a good and safe state of repair and condition.
9. No external alterations of/or additions to the Park Home or pitch are permitted without our written permission. This is to ensure compliance with the Site Licence conditions and that is the case when additions are proposed for the home itself that the concrete base upon which the home is sited can withhold the additional weight which such work may cause. Such permission will not be unreasonably withheld.
10. You must not use or display guns, firearms or offensive weapons on the Park and you may only keep them in your home if you hold the appropriate licence and if they are securely stored in accordance with the terms and conditions of this licence.

STORAGE

11. You must not have more than one non-combustible storage shed on your pitch. Where you source the shed yourself, the design, standard and size of the shed must be approved by us in writing such approval will not be withheld or delayed

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unreasonably. You must position the shed so as to comply with the Park's Site Licence and fire requirements and towards the rear of the elevation of the home and not towards the roadway. The footprint of the shed shall not exceed 48 square feet.

12. You must not have any storage receptacle on the pitch, other than the shed mentioned in rule 11 above and any receptacle for the storage of domestic waste pending collection by the authority.

REFUSE

13. You are responsible for the disposal of all household, recyclable and garden waste in approved containers supplied by the local authority service. You must not overfill containers and must place them in the approved position for the local authority collections.

14. You must not deposit any waste or rubbish other than in local authority approved containers on any part of the park (including the individual pitch and the Site skip).

BUSINESS ACTIVITIES

15. You must not use the Park Home, the pitch or the Park (or any part of the Park) for any business purpose and must not use the Park 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, 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.

NOISE NUISANCE

16. You must not use musical instruments, any form of recorded music players, radios or other similar appliances, including motor vehicles, so as to cause a nuisance to other occupiers, especially between the hours of 10.30pm and 8am.

UTILITIES

17. Hosepipes may be used, but care should be exercised not to waste water.

18. The Fire points must only be used in case of fire.

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

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20. Electricity Meter Boxes: The individual fuse boxes and cabling from the fuse box back to each home is owned by the occupier. The Park Home owner does not own any of the switchgear or cabling and is only responsible for the maintenance of the exterior structure of the meter boxes themselves.

VEHICLES AND PARKING

21. You must drive all vehicles on the Park carefully and within the displayed speed limits and adhere to the one-way system in operation.

22. Every home has a designated parking space which is either next to the Park Home or in one of the parking bays. Those with parking next to their homes may park a maximum of 2 vehicles there, where possible. You must not park more vehicles than your designated car parking allows.

23. You must not park on the roads or grass verges. You must only park in the permitted parking areas.

24. Other than delivering goods and services, you must not park or allow the 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 or adapted from such a commercial vehicle.
- No commercial vehicles may be left on the Park overnight.

The exception to this is vehicles driven by the Park Owner and/or any of the Park Owner's employees or sub-contractors.

25. You must hold a current driving licence and be insured to drive your vehicle on the Park. That vehicle must be taxed as required by law and be in a roadworthy condition.

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

27. You must not carry out the following works or repairs on the Park:

- Major vehicle repairs involving dismantling or parts of the engine.
- Works which involve the removal of oil or other fuels.

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The term vehicle includes cars, motorcycles and commercial vehicles. The only exception to this rule is for Park employees and sub-contractors employed by the Park.

28. Any occupier who owns a touring caravan\motor caravan\motor home or trailer tent may bring it onto the Park for a maximum of 2 days before and 2 days after a holiday for loading and unloading purposes only. Whilst on the Park, these should be unoccupied.

PETS

29. Dogs are not allowed on the Park. Any casual visitor with a dog must keep it on a lead. Other domestic animals may not be kept, including cats.

30. The Express Terms of a Resident's Agreement contains an undertaking on the part of the Resident not to allow anything which is or becomes a nuisance, inconvenience or disturbance to other occupiers of the Park.

31. It is expressly agreed that the Resident will fully reimburse the management in respect of any damage suffered by them as a result of the Resident's negligence or breach of these rules, by himself or anyone connected to him.

LETTERBOX

32. The Resident must provide a letterbox on the plot, in a position easily accessible to the postman and to number the plot to the direction and satisfaction of the Park owners.