

RUSTY WELL PARK RULES – 26th MAY, 2014

These Park Rules form part of the Written Statement under the Mobile Home Acts 1983 and 2013 (as amended). They are for the good management of Rusty Well Park and the benefit of all Residents. Rusty Well Park is owned by Rusty Well Park Limited – hereinafter called “The Company”.

1. Rusty Well Park is a Retirement Park and is restricted to Residents over 50 years of age.
2. Only Homes of proprietary manufacture which conform (i) to definitions contained in the Caravan Sites and Control of Development Act 1960 or any subsequent Act and (ii) to BS3632 may be stationed on Rusty Well Park (hereinafter referred to as the Park).
3. The Company must be consulted and its agreement obtained before any change to the exterior colour of the Home is carried out. The installation of porches, external thermal cladding or anything which would alter the external appearance or dimensions of the Home must not be commenced without prior written approval of The Company.
4. The Home is for the occupation of the Resident, as his/her main residence and members of his/her immediate family, bona fide guests and visitors only. The Resident must not sub-let the whole or part of the Home or take in lodgers, nor may the Resident allow anyone to use or occupy the Home during the temporary absence of the Resident without notifying The Company. The number of people occupying the Home must not exceed the manufacturers quoted occupation figure at any time.
5. The Resident is responsible for the cleanliness of the plot on which the Home is stationed and the area under the Home must be clean and free from combustible matter. In addition, the exterior of the Home must not be allowed to deteriorate whereby it becomes a disgrace to the Park and offensive to neighbours. If the Resident concerned, after 28 days written notice, has not taken the necessary steps to meet the required standard then The Company reserves the right to employ tradesmen to carry out such remedial work as is considered necessary and pass on the charge to the Resident concerned.
6. The supply, delivery, movement and siting of any Home must only be carried out by The Company.
7. Connection and disconnection of Homes to the Park services can only be carried out by The Company. The services on the Park must not be interfered with by the Residents, their tradesmen, guests or visitors, or altered in any way whatsoever. Construction or alteration to the base or paths is prohibited, as is the removal of wheels and supports beneath the Homes.

8. The Resident is responsible for all electrical, gas and oil appliances within the Home and must ensure that all installations comply at all times with the requirements of The Institute of Electrical Engineers and/or other such appropriate authorities.
9. Storage sheds, fuel bunkers or any other structures are only permitted with the written approval of The Company and, where permitted, must be of a design, size and colour approved by The Company. Any alteration of any description or in any way whatsoever must be with the written approval of The Company.
10. Open-plan development of plots is not permitted. All plots are to have all their boundaries fenced or hedged with gates to all entrances, with the exception of parking spaces. All gates are to be the same height as the fences/hedges either side of them. Fencing is to be of wood, of proprietary type only and the height is not to be altered without permission. All boundary fences, hedges and gates are to be maintained by the Resident at his/her expense, except for external boundaries to the Park itself, which are the responsibility of The Company. All fencing is to be maintained by treating with a brown preservative. Should a plot not be fenced, hedged or provided with a gate or gates, as required by this Park rule, or should a fence, hedge or gate, not be kept in a state of good maintenance, or should a fence not be coloured brown, then The Company may give 28 days notice in writing requiring the Resident concerned to remedy the same to the satisfaction of The Company. If the Resident fails to carry out the necessary remedial work The Company shall have the right to have the work carried out by tradesmen and the cost of such work shall be charged to the Resident concerned.
11. Gardens are to be maintained for decorative purposes only, not for the general growing of fruit and vegetables. However, fruit trees, herbs, tomatoes and other pot or grow-bag items will be allowed, within reason, provided they do not spoil the appearance of the plot. Care must be taken when carrying out any deep digging on any plot to avoid damage to underground services.
12. Trees, hedges and shrubs must be maintained so that they do not protrude beyond the boundary of the plot and trees must not be allowed to grow above 7ft. in height without The Company's approval. Residents must not cut, maim, destroy or remove any large trees, shrubs, hedges on the Park without The Company's approval.
13. Access to vacant plots is not permitted and the removal of anything from vacant plots is not allowed.
14. Residents will be held responsible for themselves, their family, visitors and tradesmen to ensure that they comply with the Park rules and to ensure that they do not become a nuisance or cause annoyance, inconvenience or disturbance to other Residents, any employees, agents or contractors of The Company, or anyone else using the Park. Any Resident inviting a visitor to the Park must ensure that the visitor is made aware of the Park rules, in particular the rules regarding parking and the speed limit on the Park. Children must not be allowed to play anywhere on the Park except within the Home itself and its plot. Parents or others in charge of

children are warned that should an accident occur due to a child playing on the roads, car parks or other plots, they themselves will be held responsible for any injury or damage caused to or by the child, to any property or to a third party.

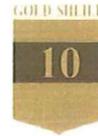
15. Residents or their visitors must not drop litter or deposit rubbish on any part of the Park.
16. Wheelie bins and recycling boxes should only be placed in authorised collection points so as not to obstruct roads.
17. No offensive weapons, firearms or other offensive objects are permitted on the Park. It is forbidden to act, or to cause or permit any other person to act, in an offensive manner which causes a nuisance or annoyance to other Residents, The Company, its employees, agents or any other Park users.
18. Satellite dishes will be allowed with written approval of The Company provided they conform to any planning requirements in force from the time to time.
19. Only smokeless fuel is to be used on solid fuel stoves and boilers. Chimneys and flues must be kept clean. NOTE: Portable oil/gas heaters cause excessive condensation and there is an element of fire risk. The use of portable oil/gas heaters in homes is not recommended.
20. FIRE HYDRANTS AND FIRE EXTINGUISHERS located on the Park are for emergency use only. Residents should acquaint themselves with the location of the nearest appliance and the correct use of that appliance.
21. A suitable FIRE EXTINGUISHER must be installed in each Home and be readily available in an emergency.
22. Bonfires and barbeques are not permitted.
23. Bottled gas. In accordance with the Site Licence issued by The District Council, gas cylinders may not be placed inside Homes, except in a special compartment provided for this purpose and which has its own separate external access door, so that the cylinder or cylinders may be removed from outside the Home in case of fire. Gas cylinders may not be placed underneath Homes.
24. Residents are responsible for arranging full insurance Cover for their Homes and to provide the Office with Cover Notes annually.
25. The number of pets in a home is restricted to two, whether two small dogs, two cats, or one of each. Aggressive or noisy dogs will not be allowed on the Park, nor will large breeds – Alsatians, Rottweillers, Pit Bulls, Bull Terriers and any other breeds listed in the Dangerous Dogs Act. Dogs must be kept on a leash at all times on roads and footpaths within the park. Wild animals are not to be kept as pets under any circumstances, whether inside or outside the home.

26. Musical instruments, CD players and/or any other appliances and all motor vehicles must not be used in a manner likely to cause nuisance or annoyance to other Residents, especially between the hours of 10:00 pm and 08:00 am.
27. All vehicles must be driven with due care at all times and not exceed the Park speed limit, which is 10 miles per hour. Vehicles may be parked on the roadways only for the purpose of loading or unloading, which must be carried out in the shortest possible time so as not to cause obstruction to other road users. Vehicles must not be left unattended for more than 10 minutes.
28. All vehicles must be taxed and insured as required by Law and drivers must hold a current Driving Licence and appropriate Insurance Cover. It is the Owner's responsibility to ensure that the Insurance covers them whilst using their vehicle in the roads and car parks of the Park. Disused vehicles and untaxed vehicles are not allowed.
29. At night all vehicles should be driven with the minimum of noise and with dipped headlights.
30. Parking of commercial vehicles is not allowed unless authorised by The Company.
31. Motor caravans and touring caravans may only be brought onto the Park after written permission has been received from The Company. Such vehicles, when permitted on the Park, are to be parked where indicated by The Company.
32. Residents renting garages on the Park do so at their own risk and on the understanding that no claims will be brought against The Company in the event of damage to their vehicles whilst garaged. No separate containers of petrol or other flammable materials may be kept in garages and garages are to be used for vehicles only and not as workshops or stores.
33. In the event of a dispute between Residents in respect of boundaries or any matter covered by these Park Rules, then such matters will be decided by The Company. In the event of a dispute between a Resident and The Company which cannot be resolved, the matter may be referred to a Residential Property Tribunal.

Rusty Well Park



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TO ALL RESIDENTS from RUSTY WELL OFFICE – 19TH March, 2015

Dear Resident,

At a meeting held on this day between the Owners, Rusty Well Park Limited, and the Rustywell Residents Association it was agreed to add an addendum to clause number 27 of our Park Rules to the effect that only one vehicle per Home will be allowed to park in the Parking Bays or Pitch parking spaces unless explicit approval has been given in writing by the Owners. Please attach this agreement to your copy of the Park Rules.

This rule will apply only to New Residents on the Park and is not intended to be retrospective.

A copy of this Agreement will be deposited with the Council to add to our Park Rules after 28 days. If you wish to make any comments or suggestions in the meantime they will be considered.

Signed by Patricia Redman on behalf of Rusty Well Park Limited.

Handwritten signature of Patricia Redman, followed by a dotted line.

Signed by Norman Browne on behalf of the Rustywell Residents Association.

Handwritten signature of Norman Browne, followed by a dotted line.