

Site regulations

We expect all owners and their guests to accept that these site regulations are a set of sensible rules intended to maintain the high standards of Colwell Bay whilst ensuring that everyone has fun without annoying distractions. We would very much like all our owners and their guests to get to know our security staff on site as we want a safe and secure environment for one and all the family. There is no better way for our security staff to look after your interests than for them to know you and you to know them.

These Regulations relate to the whole of the site known as Colwell Bay and shall be observed and performed by all tenants and their guests whilst they are on the site. These Regulations are made in accordance with the leases granted. Breach of these Regulations will be considered a breach of the tenant's covenants in the lease and any such breaches shall be dealt with accordingly.

1. The use of the following articles is not permitted, save in any areas that may be designated from time to time by the management company (and such phrase where used in these regulations shall mean ISV Freehold Limited, their agents and successors):
 - 1.1 Electronic / motorised toys
 - 1.2 Remote control cars / aircraft (remote-controlled sailing boats are permitted on Low Lake but not the other lakes)
 - 1.3 Kites
 - 1.4 Horses
 - 1.5 Stereos, televisions and musical instruments
 - 1.6 Fireworks
2. All pets shall be kept under control at all times and, in the event that any pet is causing a nuisance, then the management company, in its sole discretion, may request that the pet is removed from the site. A maximum of 2 normal domestic pets are allowed per unit. All owners of dogs are required to clear away any fouling.
3. The speed limits on the site roads shall be observed at all times – this is currently set at a maximum of 20 mph though on certain minor roads a lesser speed is obviously necessary. Be sensible, think of others; we all want a calm relaxing atmosphere.
4. No washing shall be hung outside the units or out of the windows of the units.
5. No litter shall be deposited anywhere on the site, save in the expressly designated bin areas. Domestic waste from the units must be deposited in the bins within the allocated bin stores.
6. Nothing shall be done on the site or in each individual unit such as to cause a nuisance to other residents and guests. No excessive, noisy or disruptive behaviour shall be permitted on the site. The management company reserves the right to ask anyone in breach of this Regulation to leave the site immediately, in which case, no refund of any sums paid will be made.
7. The sale, use or distribution of illegal drugs or opioids and the provision of drug replacement therapies on site is strictly prohibited.
8. All children and babies on the site shall be properly supervised at all times.
9. The appropriate security measures on the site shall be observed at all times, including access points being closed and/or locked behind guests where necessary.
10. Access between different areas on the site shall be by the designated roads and paths and areas of planting etc should not be disturbed.

Motor bikes, quad bikes, 4 x 4s in particular must stay on the designated roads.

11. All vehicles must be parked in the designated parking areas. Boats on trailers must be parked in the designated area. No motor home, caravan or commercial vehicle shall be parked on the site without the prior written consent of the management.
12. Patio furniture is permitted provided it is of wooden construction, of natural colour, and, if required, with a cream parasol. No toys, bicycles, push chairs or other attendant household goods are to be left outside the units overnight or when the property is vacant.
13. There is to be no personal planting of gardens outside individual units.
14. There is to be no advertising signs or bill boards – including “for sale” and “to let” signs – anywhere on the site.
15. No ball games to be played near the units. We have acres of amenity land and we hope lots of people will play ball games – but they can be rowdy and annoying if you are not a part of them so, please, think of others and play well away from the units.
16. We do not permit any filming or photography in or around the swimming pools and changing areas.
17. Neither the management company, nor its servants or its agents, accept any liability for any personal injury, loss or damage which may be sustained by owners or their guests during their stay, except where it arises from the negligence of the company, its servants or agents.
18. Members of the Press or Media are not to be invited on to Colwell Bay without the express consent of the management company. You may not use photographs of our premises, facilities or members of staff without our written consent.
19. We reserve the right to ask for information about any owners or guests using Colwell Bay and to decline bookings for hen and stag parties and groups of individuals under the age of 21.
20. If, in our absolute discretion (which will be exercised reasonably) any owner or guest who is not suitable to continue their occupation at the Site because of unreasonable, aggressive or abusive behaviour, damage to the Site, danger or significant annoyance to others, or any other action which may bring the reputation of Colwell Bay into disrepute, the party or parties involved may be asked to leave the Site with immediate effect.
21. All Owners must ensure that their guests understand and observe these rules which are, after all, intended to see that everyone has a great family experience at Colwell Bay.
22. Not to use the name Colwell Bay or any of the logos relating to the Site in connection with the Property, either in marketing material of whatever kind, in connection with the letting of the Property or in the address of the Property.

*ISV Freehold Limited - Site Manager of Colwell Bay Holiday Cottages
30 October 2017.*

The management company reserves the right to change or amend these site regulations without prior notice in the interests of good estate and park management.

*Your very own piece of
Island happiness*

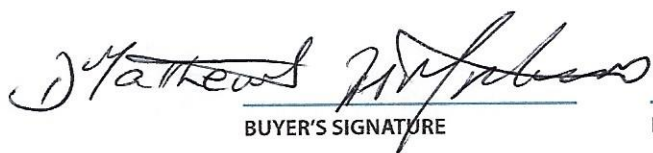
THE·BAY
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Property reservations

Upon reservation of a property at Colwell Bay, the process is as follows:-

1. Our sales consultants will help you in choosing a property, either off plan subject to renovation, or you may choose one of our previously completed properties which are ready to buy/let if they are available.
2. Once a price is agreed, we will ask you to sign the attached reservation form to record the details of the sale. You must read the reservation form and the notes before signing the form.
3. To finalise the reservation, we will require the payment of a £1,000 reservation fee. This will be allowed in part payment of the deposit on exchange, assuming you proceed to exchange of contracts.
4. You will have [six] weeks from the date of that reservation form in which to proceed to exchange of contracts. If you do not proceed to exchange of contracts within the [six] weeks, your reservation may lapse (at our discretion) and any reservation fee you have paid may be forfeited and we may retain it as compensation for our wasted legal and administration fees.
5. Once the reservation is complete, we will pass your details to our solicitors, who will contact your solicitor to deal with the legal process. As part of our package of possible incentives, we may agree to contribute to your legal fees. We can recommend a solicitor to deal with the purchase for you if you wish. You are under no obligation to use the solicitor recommended by us but if you do, they will be acting solely for you and we confirm that they do not act for us as seller in any way.
6. Before reserving a property at Colwell Bay, you have the opportunity to inspect the form of sale documents, which comprise an Agreement for Lease and a Lease. If you are participating in the guaranteed rental scheme offered, there will also be an agreement to deal with that. Drafts of those are available via request from our sales office and at reservation you will be asked to confirm that you have been given the opportunity to see these documents. You may take away copies if you wish.
7. There are certain key points to make about the site/documents, which you should consider before reserving a property. The following is a summary only of these provisions, which are laid out more fully in the sale documents and on which you should take independent advice:-
 - 7.1 If you are buying the property off plan subject to renovation, the contract documents will provide that we give you notice when the renovations are complete, and you then have a period of two weeks within which to inspect and proceed to completion of the purchase. For any properties which are sold as completed units, our solicitors will agree a fixed completion date with your solicitor prior to exchange of contracts.
 - 7.2 The property is limited by a condition in the planning consent for use as holiday accommodation only.
 - 7.3 The materials used within the renovation of the property may be substituted for alternative materials if we consider it necessary or desirable.
 - 7.4 The annual charges under the lease comprise four elements:-
 - 7.4.1 Service charge;
 - 7.4.2 An Amenity Licence charge;
 - 7.4.3 A ground rent; and
 - 7.4.4 Contribution to a sinking fundThe service charge is estimated at approximately £2,000 per annum, however, the figure will vary according to the actual cost of services. The Amenity Licence fee is £1,500 per annum and the ground rent is £500 per annum, both subject to an annual increase of RPI plus 1%. VAT is payable on all of the above charges.
 - 7.5 ISV Freehold Limited (or the owner of the freehold of the site from time to time) will charge a fee of 2% of the re-sale price or open market value on any subsequent re-sale or assignment of the property, which will include the use of the site sales office as agent if required. Further detail on this charge is set out in the Lease.
 - 7.6 You will be shown a copy of the plan of the property that you are to buy but the developer reserves the right to alter the layout of the site outside the boundary of your property from time to time at the developer's discretion.
 - 7.7 There are site regulations, which may be updated from time to time. You may view a set of the current regulations on request.
 - 7.8 The property is not subject to any warranties or guarantees in the nature of NHBC or any other similar warranty.
8. Keys will not be released to any property until legal completion has taken place.
9. If you have any queries on the reservation process, or wish to have clarification of any of the above, please raise it with the sales staff prior to signing the reservation form and committing the reservation fee.

ISV Freehold Limited, developer of Colwell Bay Holiday Park
6 October 2017.


BUYER'S SIGNATURE

DATE

19.2.18

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THE BAY
COLWELL