CRML

13-Oct-19

CALDECOTE ESTATE REGULATIONS

THESE REGULATIONS ARE IN ADDITION TO OR SUBSTITUTE THE REGULATIONS AS SET OUT IN THE FOLLOWING LEGAL INSTRUMENTS: -

a) The Second Schedule (Regulations) of all Leases granted for Leasehold Premises on The Estate.

b) The Fourth Schedule (Covenants by Transferee) Part I (1-7) of all Transfer Deeds for Freehold Premises on The Estate.

THESE ADDITIONS AND/OR SUBSTITUTIONS ARE MADE PURSUANT TO THE RESPECTIVE CLAUSES: -

a) Clause 13(3) of all Leases.

b) The Fourth Schedule (Covenants by Transferee) Part II (8) of all Transfer Deeds.

TERMS OF REFERENCE

In this document we refer to the following terms: -

a) **The Estate** is defined as any part of the individual Premises and Common Parts combined with the freehold land and grounds.

b) The **Contract** is defined as both the Lease and the Transfer Deed.

c) The **Property Owner** is defined as both the Lessee and Transferee.

d) The **Regulations** are the explicit Clauses and Covenants referenced above.

e) **CRML** is defined as the Company and the Management Company referenced in the Contract and refers to Caldecote Residents Management Limited (Company Number 05322476).

f) The **Residents** are defined as any Property Owner and their tenants and resident visitors from time-to-time.

g) The **Visitors** are defined as any party granted permission to enter The Estate by the Residents irrespective of purpose.

THE CONTEXT

Each Property Owner has entered into a legally binding Contract with CRML which requires all parties to observe and abide by the terms of that Contract. The Regulations govern the actions of the Residents of and Visitors to The Estate. The Regulations are not the only Covenants contained in the Contract. These Regulations support the efficient management of The Estate for the comfort, safety and convenience of all Residents of and Visitors to The Estate.

These Regulations are enforceable in all respects.

THE REGULATIONS

1. Not to use your Premises other than a residential unit.
2. Not to use your Premises for any trade business or profession which may cause a nuisance, disturbance or annoyance to Residents, for example any manufacturing process or delivery service.
3. Not to use your Premises for any illegal or immoral purpose.
4. Not to permit any auction to be held in or on your Premises at any time.
5. Functions, events or parties are not allowed in the grounds and Common Parts of The Estate without first gaining written permission from CRML, which may not be granted. Any resident holding such an authorised event or function must be in attendance at the event or function.
6. No camping in or on the grounds of The Estate. No awnings, gazebos to be erected without prior permission from CRML.
7. Not to do any act or thing which may render void or voidable the insurance of any parts of The Estate or may cause an increased premium to be payable. In the event of such an increased insurance payment being effected then the resident involved agrees to repay to CRML all sums paid by way of increased premiums and all expenses incurred by it in or about the renewal of such policy or policies. All payments to be made on demand.
8. Not to throw rubbish, refuse or unwanted items, or permit the same, to be thrown onto The Estate. To keep all such refuse in suitable covered containers inside their own Premises before being placed inside the refuse bins supplied by the council. Items other than normal household refuse should be taken to the council refuse centre and must not be left in bin-stores.
9. Excessive noise of any kind and at any time causing annoyance or nuisance to other Residents is not allowed. For the purposes hereof the decision of CRML as to what constitutes a nuisance or annoyance shall be final and binding on the parties.
10. No name writing drawing signboard plate, placard or advertisement of any kind shall be put on or in any window or on the exterior of the Premises so as to be visible from The Estate.
11. No clothes, linen or washing or other articles of any description shall be hung or exposed in or upon any part of the Premises including inside windows and windowsills so as to be visible from The Estate.
12. No flower boxes, balcony pots, hanging baskets, tables or benches and other like objects shall be placed on the Premises so as to be visible from The Estate other than shall have been previously approved in writing by CRML. Such approval may be subject to such conditions as CRML consider reasonable to protect the visual amenity of The Estate and to avoid any nuisance to Residents. Permission may be refused.
13. No pets shall be kept in the Premises or on The Estate. This also applies to Visitors pets.
14. No external wireless television aerial or satellite dish shall be erected on the Premises or any part of the property so as to be visible from outside the Premises within The Estate.
15. Not to permit his or her Visitors to do any damage whatsoever to The Estate fittings and chattels and to pay on demand by CRML the cost of making good any such damage.
16. It is the responsibility of the Property Owner to apply in writing to CRML and CHL for any major contracted works to be carried out in their Premises. At the outset of work the Resident, or a designated Visitor, must be present to oversee parking, access and to ensure storage of material does not block Common Parts or breach fire regulations. At completion of the work it is the Residents responsibility to ensure all areas are clean and damage free. CRML retains the right to charge to make good any damage caused.

17. Not to permit Residents or Visitors to play, organise or take part in any games in or on The Estate that may cause inconvenience, annoyance, damage or disruption for other Residents. Children must be supervised at all times.
18. Except where explicitly permitted in your Contract, not at any time to interfere with the external decorations or painting of the Premises or any Common Parts or property of The Estate.
19. Any damage to the Common Parts of the Estate will be paid for, making good the same and also for any damage to the person or property of any other Residents of The Estate.
20. Not to obstruct nor to permit to be obstructed the Common Parts or to place any goods or other articles in the Common Parts of The Estate. No erection of fence panels, sheds or other structures within The Estate is allowed so as protect the visual amenity of the Estate.
21. Not to do any act or deed or thing in or about or in connection with The Estate or in connection with the user of motor vehicles which shall or may become a nuisance (whether indictable or not) or which may lead to the damage, annoyance, inconvenience or disturbance of the Residents of The Estate and any neighbouring Premises or Property. A 10mph speed limit for all vehicles applies to all areas of The Estate. This speed limit must be adhered to at all times by Residents and Visitors.
22. Not to use the garages and/or car parking areas (including Visitors car parking spaces) for any purpose other than the parking of private motor vehicles.
23. Not to carry or permit to be carried out repairs to any vehicle in the car parking areas (including Visitors car parking spaces) or on any part of The Estate other than repairs of a minor nature.
24. Not to park any private motor vehicle in the car parking areas (including Visitors car parking spaces) other than a vehicle in respect of which there is in force a current certificate of insurance, a current vehicle excise license and (if appropriate) a current MOT and is in a generally roadworthy condition and capable of being driven.
25. Not to permit Visitors to park any motor vehicle otherwise than in their own designated or Visitors car parking spaces. Visitors cars must not be left in Visitors car parks for extended periods of time.
26. Except when loading/unloading, Residents are not to park vehicles on any part of The Estate other than their own designated parking space(s).
27. Except inside a garage (where appropriate), not to keep commercial vehicles, vans, caravans, motor homes, trailers, food retailing vehicles, boats, public service vehicle or any sign written vehicle on any part of The Estate. Commercial vehicles are any vehicles designed and built to carry goods.
28. Any subletting of car parking spaces must be notified in writing to CRML.
29. Not to keep or permit to be kept any petrol (other than in the petrol tank of any motor vehicle) or other inflammable substances in or about The Estate.
30. Except where explicitly permitted in your Contract and any local authority's tree protection order or tree management plan, Residents must not plant, cut down, top, lop, uproot, wilfully damage or wilfully destroy any tree, shrub or other planting on The Estate.
31. Not to stock or introduce animals or fish to any part of the Estate without prior permission of CRML thereby protecting the natural environment.
32. To comply with any other reasonable regulations which CRML and CHL may specify for the better and more efficient management of The Estate and for the comfort, safety and convenience of all Residents of and Visitors to The Estate.
33. The decisions of CRML and CHL shall be final and binding on the parties.

13-Oct-19

CALDECOTE ESTATE REGULATIONS DECLARATION

Property Address:

Property Owner's Name:

☐ I declare that I have read and understand the Regulations dated 13-Oct-19.

☐ I understand that the Regulations supersede those that may have been provided to me with my Contract or at any time since that date.

☐ I confirm that, where my property is sublet, these Regulations have been shared with my Tenant name above.

Property Owner's Signature:

Date:

For sublet properties only: -

Tenant's Name:

☐ I, the named tenant above, declare that I have read and understand the Regulations dated 13-Oct-19.

Tenant's Signature:

Date: