



## Delamere Park

### A guide for Tenants who rent properties on the Park

Delamere Park is a lovely community in rural Cheshire with a unique set of shared resources managed on behalf of all the residents by Trustees under a Deed of Trust via Delamere Park Management Ltd (DPML).

#### The Covenants

All purchasers of Plots of land on the Park are required to sign a Deed of Covenant before the Land Registry will complete the transfer of the deeds. The few leasehold properties on the park (flats on The Downs) have similar provisions written into their leases. Your Landlord will have signed the Covenant when he/she bought the property and as the signatory, it is the Plot Owner that is bound by those Covenants. If a property is rented the landlord will include clauses in your tenancy agreement to ensure that you do not break the Covenants. DPML would have to enforce the Covenants against the landlord who in turn would need to enforce them against the tenant.

The covenant sets out the terms under which DPML operates and must be read in conjunction with the Deed of Trust and Articles of Association for DPML. This document attempts to explain the day to day realities of how the Covenants etc work.

Perhaps the most important part of the Covenant is Schedule 2 which sets out certain conditions which plot holders must adhere to. In short these are

- 1) Not to cause annoyance to other residents of the Park
- 2) Not modify or add to the external appearance, fences, or other structures on the plot without the prior permission of the Trustees. You also may not run a business from the premises (though a home office is not considered to break this clause). It also prohibits sharing a property except as part of a single household.
- 3) No washing may be hung out on Sundays or public holidays
- 4) Caravans, commercial vehicles or unroadworthy motor vehicles may not be kept in front of the building line
- 5) Driveways must not be obstructed
- 6) No advertisements may be placed on the premises other than a for sale sign for the property

These clauses may impact the Landlord as follows.

1) If a tenant causes say a noise nuisance the neighbours could of course proceed via CWAC council but they would also have the option of asking DPML to proceed against the owner of the property under the Covenants. Unlike other noise nuisance procedures, the mere fact that neighbours consider it a nuisance may be sufficient for an action to succeed against the landlord who may then proceed against the tenant.

2) The Trustees are required so far as possible to maintain the Landscaping Scheme of the Park and so will not approve changes which are likely to change the character of the Park. Groundwork changes in enclosed rear gardens are generally not an issue. Changes to the open plan nature of the front gardens are usually refused. Extensions which do not impact upon neighbours are usually acceptable. As a rule, changes which are in sympathy with the rest of the Park and agreed by neighbours are usually approved.

Where property is rented the Trustees would expect any request for a change to the property to come from the owner not the tenant. However, it would be possible for a tenant to apply for a change (say to colour scheme for a fence or garage door) so long as a letter from the owner of the building agreeing to the proposed change was attached.

You may not run a business from the property. However, many people would now have a small home office and "working from home" over the internet would not be considered to break this clause.

Subsection (iii) states that a property may be only be occupied by a single household. This clause effectively prohibits a property on the park being used as an HMO (House of Multiple Occupancy) or for short term lets such as AirBnB.

3) The clause on washing is not generally policed though it may need to be enforced in the event of a complaint.

4) Parking of commercial vehicles is a problem as some properties have drives clearly behind their building lines whereas many others do not. There are documents available from the office setting out how the Trustees would interpret the term 'Commercial Vehicle' and 'Line of the Building'.

It is important that tenants are aware of this clause and abide by it. If any prospective tenants considering renting a property on the Park may wish to park a van or other work vehicle on the premises is advised to contact the Trustees for advice prior to committing to a tenancy. Several purchasers/tenants have fallen foul of being told by friends that this covenant was never enforced. The Trustees will enforce this covenant.

5) and 6) Are self-explanatory

#### **Plot Fees**

The community centre and amenity lands cost a considerable amount to run and maintain. The Covenants and Deed of Trust mandate that all Plot Owners on the Park must pay an annual equal contribution to the cost of running the Park.

The fees are payable on 1<sup>st</sup> October each year to cover the financial year ending 30<sup>th</sup> September the following year. If the fees are paid in full during October, there is normally a substantial discount from the headline full fee. About 90% of residents take advantage of this discount. A slightly smaller discount is available to those who choose to pay the fees in 10 monthly instalments. Of course, these discounts will be set each year at the OGM and are not guaranteed.

Where a property is rented, the Plot Fees are owed by the Plot Owner as a direct consequence of the Covenant. The Plot fees will only be invoiced to the Plot Owner. It is entirely between the Plot owner as landlord and the tenant if there will be any charge to the tenant by way of Plot Fees or an increase in rent to cover the Fees. DPML have no mandate to approach tenants for Plot Fees. See below regarding access to facilities

There is an Ordinary General Meeting of the Plot Owners every year (usually in September). Tenants are not allowed to vote at the OGM but would be welcome to attend as observers. The OGM provides an opportunity for Plot Owners to receive reports and question the Trustees and put motions to a vote of Plot Owners for changes they would like to see to the Park. The OGM also elects the Trustees. One of the main items of business is to approve the budget proposed by the Trustees and this includes the Plot Fees for the coming year.

Plot owners who are up to date with their plot fees have free access to the use of all facilities on the Park.

Where the property is rented, the right of access remains with the Plot Owner (who after all pays the fees!). The Plot Owner (Landlord) may if they choose opt to retain the right of access to the facilities for themselves and their immediate household. If they choose this option, the tenant and their family do not have access to the use of the facilities. They could of course be signed in by other plot owners but only as guests whilst their host is on the premises.

Most landlords however opt to transfer their access rights to the tenant and their family. This is perfectly in order so long as the Plot owner tells DPML that is the option they have chosen. The Plot owner may change their mind between these 2 options at any time.

Family members of whoever has the access rights (landlord OR tenant) and who are resident on the Park also have free access. You may each sign in up to 3 of your friends to accompany you as your guests.

Key fobs needed to access the clubhouse facilities are available to tenants (and their resident families) who have access rights as above. Any fobs supplied to tenants are subject to a deposit of £5 each. This deposit is refundable if the fobs are returned in working order at the end of the tenancy.

The Trustees

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