

## Restrictive Covenants

### Copse Crescent, Exeter (Taveners Field, Moonhill Rise)

#### What is a Covenant?

There are a number of rules called covenants that you will have to live by as part of your Tenancy Agreement. The covenant for your estate is a legally binding contract between two parties, in this case between **You** (the tenant) and the developer (**SNG**).

#### Who enforces them?

SNG will enforce the covenants.

#### How does this affect me?

It is important that you read these rules and understand the covenants. It is **your** responsibility to comply with these as part of **your** Tenancy Agreement. If you do not, **you could risk losing your tenancy.**

We appreciate that covenants are long legal documents that can often take time to fully understand.

There are some points in your covenant document that are particularly important for you to understand. These include requirements that are outside of the norm or important for your estate. To help you we have picked out these key points and explained them below. However, we advise that you also read these requirements in full.

	Summary meaning / explanation
<b>1</b>	You are responsible for maintaining your fences and other boundaries
<b>2</b>	You must not erect any side division fences or front garden walls other than those provided by the developer at the front of the building without written permission
<b>3</b>	You must not alter the outside appearance of your home including the colour or elevation or change any fence wall or building unless you have written permission
<b>4</b>	You must not make any additions without written permission, and you may be required to provide plans and specifications to get this permission.
<b>5</b>	You must not place any refuse soil or other materials against any boundary hedges or fences or adjacent properties.
<b>6</b>	You must not do anything which will cause a nuisance or annoyance to other occupiers. You must not use the property for unlawful or immoral purposes.

	Summary meaning / explanation
<b>7</b>	<p>You must not keep or stand any commercial vehicle on the property, and you must not keep vehicles on the front garden or anywhere on the estate</p> <p>You must only use your parking space to park one domestic motor car or motorcycle in a taxed sound and road worthy condition. You must not deposit rubbish or refuse or other debris on the parking space.</p> <p>You must not park a commercial vehicle exceeding 3500 kg GVW on any parking space, except for the temporary use of removal or delivery vans, or anywhere where it would cause an obstruction on any part of the estate.</p> <p>You must not park on or obstruct the estate roads at any time.</p>
<b>8</b>	You are not allowed to sell intoxicating or spirituous liquors on or from the property.
<b>9</b>	<p>You may only use the Property as a private dwelling house. You can only use the property to run a trade or business that doesn't have any employees or assistants who work from or attend the property, providing that the trade or business: -</p> <ul style="list-style-type: none"> <li>• May be reasonably and conveniently carried out on a residential development suitable to the estate</li> <li>• Shall not have customers or clients or others attending the property (other than for childminding which is permitted)</li> <li>• Does not require planning permission for change of use and</li> <li>• Shall not be noisy or noxious</li> </ul>
<b>10</b>	You must not install any solid fuel heating appliance unless it is approved by the Solid Fuel Advisory Service for the use of smokeless fuel.
<b>11</b>	You are not allowed to erect any external radio or television aerial without prior written consent
<b>12</b>	You must not harass or intimidate any person including staff contractors and other agents of SNG
<b>13</b>	You must not do anything which will result in the property being used for unlawful or immoral purposes

	Summary meaning / explanation
<b>14</b>	You must not obstruct any shared accessway or interfere with others rights to use any shared accessways
<b>15</b>	You must not do anything which would void the insurance on the premise or estate
<b>16</b>	You are not allowed to add any additional lighting to the outside of your home or in your garden.
<b>17</b>	You must not remove, destroy or cut back any trees shrubs or hedges which are retained as part of planning without the prior written consent of the Local Planning Authority
<b>18</b>	You must not interfere with any wildlife/bat corridors or bat or bird boxes across the development
<b>19</b>	You must not do anything which would breach the planning conditions of the site.

## 1.1 Definitions

**Car Parking Space** means the space edged red on the plot plan (if any)

**"Communal Facilities"** means those parts of the Estate being party walls, fences, gutters, drains, roadways, pavements, entrance ways, staircases, lavatories, accessways, passages, lifts, escalators, turntables, courtyards, external pavements, car parks and service or loading areas, service roads and other such amenities located within the Estate which are or may be used or enjoyed by an occupier of the Property in common with any other person or persons but excluding any such parts as may be within the Property.

**"Deed of Covenant"** means a deed of covenant in the form set out in the Fifth Schedule

**"Estate"** means the land and buildings now or formerly comprised in the Estate Title Number.

**"Estate Rent Charge"** means the variable sums to be calculated and paid under the terms of the First Schedule

**"Estate Rent Charge Provision"** means the Transferor's (or its agents') computation made prior to the commencement of each Rent Charge Year of the estimated expenditure reasonably likely to be incurred in the next Rent Charge Year relating to the matters mentioned in Part 3 of the Fourth Schedule

**"Estate Title Number"** means title number [       ]

**"Fixed Rent Charge"** means a fixed Rent Charge of One pound (£1.00) per annum to be forever charged upon and issuing out of the Property

**"Lease"** means the shared ownership lease dated [    ] made between [    ] and [       ] and registered under title number [    ] ("the Lease")

**"Local Authority"** means Devon County Council or its successors

**"Original Transfer"** means the transfer dated 15<sup>th</sup> September 2021 and made between (1) E.G. Carter & Company Limited and (2) Sovereign Housing Association Limited.

**"Permitted Use"** means use or permit the use of the Premises for any purpose other than a private dwellinghouse (and private garage where appropriate) in the occupation of a single household only save that the carrying on from part only of the Premises of a trade or business by any member of that family without any employees or other assistants who work or attend at the Property is permitted provided that trade or business:

- A) shall be such as may reasonably and conveniently be carried on in a residential development of the size and nature of the Estate; and
- B) shall not depend upon the presence or attendance at the Premises of customers or clients or other persons engaged in the trade or business (other than for childminding which is permitted); and
- C) does not require the prior grant of planning permission for change of use; and

D) shall not be noisy or noxious.

For the avoidance of doubt home based office working shall not be a breach of this covenant where such use is not inconsistent with residential occupation

**"Rent Charge"** means the Fixed Rent Charge and the Estate Rent Charge and the expression "Rent Charges" shall have a corresponding meaning

**"Rent Charge Interim Payment"** means the Transferee's Proportion of the Rent Charges payable in accordance with paragraph 2 of the First Schedule hereof

**"Rent Charge Year"** means every twelve monthly period ending on the 31 March or such other date as may be advised by the Transferor from time to time

**"Service Media"** means drains, sewers, conduits, flues, gutters, gullies, channels, ducts, shafts, watercourses, pipes, cables, wires, mains, electrical risers, aerials and any other conducting media.

**"Transferee's Proportion"** means a fair and reasonable proportion to be determined from time to time by the Transferor

Covenants by the Transferee

### **The Third Schedule**

1. At all times to maintain to the reasonable satisfaction of the Transferor the existing fences walls hedges gutters downpipes chimneys and other structures or things so far as the Transferee is liable for the same under the agreement and declaration contained in this Transfer.
2. The Transferee covenants with the Transferor to pay:
  - (i) the Fixed Rent Charge and
  - (ii) the Estate Rent Charge in accordance with the provisions of the Fourth Schedule
3. Not to erect any side division fences or front garden walls other than those in existence at the date hereof in advance of the front building line of the Property without the prior written consent of the Transferor.
4. Not at any time to alter or permit to be altered the external plan elevation colour or appearance of the said messuage or dwellinghouse and outbuildings (save for doors) or any fence wall erection or building on the Property or take down or make any external addition or alteration to the same or any part or parts thereof unless the consent in writing of the Transferor is previously obtained.
5. Not at any time without the submission to and approval by the Transferor of plans and specifications and the obtaining of consent as aforesaid construct or allow on the Property any other building or erection of any kind whatsoever other than such as are existing at the date hereof.

6. Not to place or permit or suffer to be placed on or against the boundary hedges and fences of adjoining premises (whether owned jointly or otherwise) any soil refuse or other material or thing whatsoever.
7. Not to do or suffer to be done on the Property or the Estate anything which may be or become a nuisance or annoyance to the Transferor or owners or occupiers of adjoining or neighbouring lands and buildings.
8. Other than as permitted by Paragraph 15 of the Third Schedule, not to keep or stand any commercial vehicle on the Property nor any vehicle whatsoever on the front garden of the Property nor on the Estate.
9. Not to sell any intoxicating or spirituous liquors on or from the Property.
10. Not to use the Property for any purpose other than the Permitted Use.
11. Not to install any solid fuel heating appliance the design on which is not approved from time to time by the Solid Fuel Advisory Service for the use with smokeless fuel.
12. Not to erect any external radio or television aerial or suffer any such external aerial to remain erected on the Property without the prior written consent of the Transferor.
13. Not to do any act or thing which may result in any form of harassment or intimidation of any other person, including the Transferor's staff, contractors and agents.
14. Not to do any act or thing which may result in the use of the Property for any unlawful or immoral purpose.
15. Parking and Restrictions On Parking
  - (a) Not to use any parking space otherwise than as a parking area for one domestic motor car or motorcycle in a taxed sound and roadworthy condition only and not for any other purpose and not to deposit any rubbish or refuse or other debris thereon
  - (b) Not to park at any time on any part of the parking space any commercial vehicle exceeding 3000 Kg GVW except where the same results from the temporary use of removal or delivery vans nor any vehicle in such manner as to obstruct the ready approach to any part of the Estate
  - (c) Not at any time to park on or obstruct the Estate
16. To comply with the covenants and other matters (if any) referred to in the Registers of the Estate Title Number and the Original Transfer and for the purpose of affording the Transferor a good and sufficient indemnity but not further or otherwise to observe and perform the covenants so far as aforesaid and so far as the same affect the Property and are capable of being enforced and to indemnify the Transferor and its successors in title against all actions costs claims demands or expenses arising out of any future breach or non observance of the same so far as aforesaid.

17. Not to transfer the Property unless the Transferee enters into the Deed of Covenant with the Transferor.