

**ENJOYING LIVING AT MOORHAVEN
&
KEEPING THE BUILDINGS AND GROUNDS
LOOKING GOOD INTO THE FUTURE**



A homeowner's guide to the covenants and how they enhance the enjoyment of living at Moorhaven

This booklet also contains information on the procedures required to carry out alterations and maintenance

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ENJOYING LIVING AT MOORHAVEN AND KEEPING THE BUILDINGS AND GROUNDS LOOKING GOOD INTO THE FUTURE

A homeowner's guide to how the covenants enhance the enjoyment of living at Moorhaven together with information on maintenance and alterations.

This guidance is based upon the covenants that were entered into by everyone who buys a home in the village.

The covenants were set up to maximise the enjoyment of the residents and to maintain and enhance the dignity of the external appearance of the buildings and their relationship with the landscape.

They were not intended to be onerous but to benefit the community in general and are generally regarded as a bonus. They remove many of the problems and neighbourly disputes common in a traditional housing estate.

This guide sets out to explain:

- (1) The reasons behind each covenant and what it means in practice
- (2) What alterations can be permitted, with the relevant permissions from the Management Company, to enhance a buildings appearance; in some cases restoring original features
- (3) When additional planning consent is required from the Dartmoor National Park Authority and building regulations approval from South Hams District Council
- (4) The procedure to obtain these permissions prior to starting works
- (5) What would happen in the case of serious breaches of the covenants

LEGAL DOCUMENTS – when a house is bought at Moorhaven

Upon purchase of your property, your solicitor should have discussed the contents of the following documents with you in detail. It may be possible for them to provide you with copies of these documents if you would like to have easy access to them at home. Land Registry Online can also be used to obtain copies of some of this information upon payment of a small fee; visit www.landregisteronline.gov.uk

“The Transfer” with the seller (either the Developer or the previous owner)

“The Agreement” with the seller (either the Developer or the previous owner)

“The Deed of Covenant” with the Management Company

LEGAL PLANS

“*Legal Plan 1*” - shows the individual home and title ownership at Land Registry; usually at 1:500

“*Legal Plan 2*” - shows the individual house at large scale, 1:50 or 1:100, to show specific division walls, details etc.; this plan will not be applicable to all properties

“*Legal Plan 3*” - shows the area of Moorhaven where the home is situated

“*Legal Plan 4*” - shows the whole village and is the Master Plan for the village

GENERAL COVENANTS

These apply to the whole village and are usually found in "*the Deed of Covenant*" they also often refer to the master plan "*legal plan 4*".

COVENANTS SPECIFIC TO DIFFERENT AREAS

These are found in the legal document called "*the Transfer*" and are roughly defined in the following areas: -

- (1) THE MAIN BUILDINGS – about 55 homes created from the original Victorian stone Hospital. Built in 1882 with brick Edwardian additions in 1908
The Main Buildings include Centre Court, Church Lane, Tower Lane, The Grove and The Mews
- (2) MOORFIELDS – 16 homes refurbished from the mostly single storey brick Hospital built in 1932
- (3) MOORPARK – 10 bungalows created from the Marshall Clinic which was originally built in 1955
- (4) THE MANSION – 5 very large family houses, originally the Nurses Home, which was built in 1933
- (5) INDIVIDUAL HOUSES – detached houses built as part of Hospital and others recently built on the site of ugly redundant buildings

INDIVIDUAL COVENANTS

These are again found in the legal document called "*the Transfer*" and are usually stated for handy reference on the individual "*legal plan 1*". They are specifically set up to maximise the amenities, privacy, etc in particular locations.

BRIEF SUMMARY OF THE CONTRACTS SIGNED BY BUYERS

GENERAL COVENANTS

Upon signing of the legal purchase documentation, the Buyer is entering into the following covenants primarily with the Management Company but also some with the Developers: -

- To use the property as a single private dwelling house, not to sell any part of it or lease it for more than three years. A business can be run from home provided there is no external manifestation other than a small brass door plate
- Not to build on or develop the land in the garden
- Not to alter the elevations or make any external alterations or additions to the property other than with prior written approval from the Management Company accompanied by plans and specifications; this approval may not always be given
- Not to paint any external windows or rainwater goods other than in the existing white or grey
- Not to park in the access roads and only to park in the private spaces
- Large vehicles must be parked in the communal car park; a small fee can be levied by the Company for prolonged use of the car park. All vehicles must be insured and in a roadworthy condition with a current tax disc displayed
- Not to carry out repairs to vehicles in the village
- Not to cause a nuisance to other occupiers
- Not to display any signs (such as 'For Sale' or any builder's signs)
- To maintain boundary walls and fences in good order (See "T" marks on legal plans for ownership – most are shared between neighbours and owned if adjacent to Management Company)
- Not to cut lawns and hedges without written consent of the Management Company and if this is granted then it will be without any reduction of service charge
- Not to erect buildings or structures including washing lines on the lawns but to leave them as at present except for creating shrubs or flower borders within four feet of the boundaries
- Not to obstruct light to neighbouring properties

- To maintain the property in good repair and to keep the garden tidy
- To pay, according to user costs, towards repairs of the service media (e.g. drains)
- The communal gardens are to be used only for quiet recreations and no ball games are allowed
- No dogs are allowed in the communal gardens and dogs should not be allowed to foul any part of Moorhaven
- Walls and fences are party wall unless otherwise deemed in individual covenants and plans

The following General Covenants do not apply to the entire village; they are mainly relevant to the properties in the Main Buildings areas (as previously specified)

- To keep the gates into gardens shut
- Not to alter outside lights and to ask permission from the Management Company for any new ones (generally black Victorian Style are the standard)
- Certain properties have windows and doors which must be kept locked for the privacy of neighbouring properties
- Not to erect any new balconies
- Not to keep poultry
- Not to alter the surface of the terrace (originally most grey gravel) without written permission of the Management Company
- Not to vary the existing external elevations in any way except the front entrance door which can be any colour
- Not to alter garden gates, fences and walls in any way without prior written permission from the Management Company
- Not to erect any new aerals (i.e. satellite dishes) and washing to be on a rotary dryer on the terrace; washing cannot be hung out on Sundays or Bank holidays

BRIEF SUMMARY OF THE STANDARD DEED OF COVENANT

THE BUYER AGREES TO:

- Pay service charges and insurance (if not opted out) in half yearly instalments in advance payable on January 1st and July 1st
- The following charges in the event of late payment: - interest at a rate of 5% over Lloyds Bank base rate, a Penalty Charge which starts at £25 and increases as reminders are sent out plus an Administration Fee of £15.00 per reminder. All court costs being recharged to the Shareholder if it is necessary to take action for recovery of unpaid charges (in everyone's interest to keep costs down)
- Not to sell their house without obtaining a deed of covenant to the new buyer and transferring their £1 Company share
- Become a Director of the Management Company if elected or becomes co-opted

THE MANAGEMENT COMPANY AGREES TO ARRANGE FOR:

- The grass and boundary hedges to all private gardens to be cut as well as that of the communal land
- The weeds and hedges in the paddocks to be cut where appropriate (at the owner's cost)
- Management of the trees in the communal grounds
- Maintenance of the Company land including the sports field, tennis courts, garden furniture and facilities. Maintenance of the access roads, car parks, footpaths, communal outside lights, TV aerial system and closed circuit television (if applicable)
- Insurance of the Company land, equipment and private residences (if required) and to collect the premiums from the Shareholders as necessary
- Investment of any reserve funds, to pay the staff and to set aside sums for Capital Expenditure including specific funds for road repairs
- Considerate parking by all residents; to ensure that people do not park in unauthorised areas, including the access roads and to reserve the right to clamp them or impose a financial penalty of £10 (minimum) on each occasion

MANAGEMENT MATTERS

RIGHTS GRANTED TO THE BUYER

The following Rights are granted to the Buyer of a property when they sign the legal purchase contracts: -

- Rights across neighbouring properties and Management Company land to maintain and renew services and repair buildings and fences
- Rights to use the access roads and footpaths (shown on "*legal plan 4*"), the sports field, the communal gardens and the reserved communal gardens (which are for the properties that overlook them) and to use the communal TV aerial system (where appropriate)

RIGHTS RESERVED BY THE MANAGEMENT COMPANY AND ADJACENT OWNERS (where relevant) across private gardens and land:

The following Rights are reserved by the Management Company and owners of adjacent properties: -

- To maintain and repair buildings and fences
- The Management Company to cut hedges, grass and maintain communal lighting, parking, white lines and numbers to parking areas. Also to cut weeds and hedges in paddocks (where appropriate at the Owner's cost)

CARRYING OUT REPAIRS & ALTERATIONS TO HOMES IN MOORHAVEN VILLAGE

The buildings at Moorhaven have a simple formal grandeur together with a wonderful rural setting. The Shareholders and their Management Company, together with the Dartmoor National Park Authority, wish to both preserve this and in some cases enhance it with appropriate schemes.

The restrictive covenants, signed and agreed to by all purchasers of properties in the village, are the mechanism by which this will continue long into the future.

As time goes by there will be a variety of repairs and improvements that residents may wish to undertake including; using attic space, improvements to terraces and gardens and re-instating original or other features such as chimneys.

In all these cases the directors, who live in the village themselves, may have had first hand experience of similar proposals and will be able to advise and then jointly take a reasoned view to approve or sometimes give a refusal with the reasons why.

All proposed alterations must have written prior approval of the Company **before starting work**. Some may also need planning consent from the Dartmoor National Park Authority.

In everyone's interest, please send 2 sets of plans and specifications, together with any relevant samples of material, to the Administrator who will be able to advise on the way forward. An Application Form is attached to this document, can be downloaded from the website or is available from the Administrator. Most proposals are initially investigated by the Directors responsible for planning matters and, if straightforward, can be agreed fairly quickly. More complex requirements may need to be discussed at a Board meeting or require the involvement of the Company's solicitor.

If the proposal may affect neighbours they will be consulted and their views will be taken into consideration. Any proposal taking away a view or restricting light or access is unlikely to be passed. Once approval has been agreed, an approved set of plans and specification will be returned and work can be started. As previously mentioned, it is possible that the Management Company may refuse a proposal that does not conform to the specifications of the restrictive covenants.

The following should also be considered when carrying out any works to your property: -

Damage Liability

Please ensure contractors are adequately insured and do not damage Company or neighbouring land or property; in particular driving over lawns. Also please tell contractors that no advertising signs are permitted.

Elevations

Stone and brick must be repaired with matching materials, pointing should be in a similar manner and the mortar mix should match adjacent areas. Materials and finishes should remain as existing (i.e. not to paint stone or brick walls).

Windows and Joinery

These are to be painted white. Originally the buildings had multi-paned sashes to windows and in some areas these have been removed. Some new owners may wish to replace the original glazing bars as this is generally regarded as enhancing properties; such proposals will generally be approved as long as the replacements are carried out on a like-for-like basis.

All joinery must be in existing materials, which is generally timber; most of the original windows were of very high quality and can be successfully and economically repaired by a competent joiner. UPVC windows can be installed in some areas of the village but these must be on a like-for-like basis with the existing windows; each proposal will be investigated on a case by case basis. The opinions of the Shareholders in the vicinity may also be canvassed to ensure that the overall appearance of the area is not compromised.

Sealed double glazed units can be fitted to original sashes to give better insulation. A reputable company should be used that understands this work, as the use of wrong materials will cause the units to prematurely fail.

Rainwater Goods

These should be replaced with white or grey PVC as existing.

Roofs

The majority of buildings have excellent Delabole (Cornish) slates of a very high quality. Good roofs generally have a life of about 120 years before they have to be re-laid and then this would generally be because of nail fatigue. Most Moorhaven roofs will last quite a few more years before this is necessary. **Any repairs or replacements must be in Delabole** slate, which is available from specialists such as Kenmart. If roofs are to be re-laid in any large areas, then clipping with black stainless steel clips is highly recommended instead of nails as it is far more cost effective.

Chimneys and Roof Vents

For central heating – fires etc. Plans for these must be sent to the Management Company who will consider them on an individual basis.

Roof-Lights

These need special consideration as to size position etc. and any proposals must have accurate plans to show what is intended. The directors have considered this over the past few years and in certain areas these will be approved provided they can be considered appropriate to the location and are the correct size etc. Please note Building regulations are required to convert attics to living space (this is very necessary to sell the house on later).

Roof-lights will either be the Velux style which must be flush fitting type (EDN kit); these look better and less 'stuck on' than the regular ones. Some may also be 'conservation' style, which are smaller, old-fashioned, low profile and black with glazing bars, now made by various manufacturers including Velux.

In general terms the directors may approve proposals using the following guidelines: -

Main Buildings

Tower Lane and Church Lane (facing the Formal Gardens)

South-Side - **No roof-lights of any type;** this is the one of the two most important elevations in the whole village and roof-lights would spoil this

North-Side – may be agreed

Centre Court – this is the second of the two most important areas architecturally particularly around the original main entrance

South-Side (garden side) – may be agreed

North-Side (entrance side) - conservation style in some areas only

The Mews and single storey buildings such as cottages in Church and Tower Lanes

May be agreed

Balconies and Railings

These will only be approved in specific areas. Existing and newly approved balconies must be the plain vertical bar style and shall be **painted dark green only**. Galvanising beforehand is highly recommended.

Dormer Windows

These will not be considered anywhere in the main buildings area except in the Mews which is of a different style and is of older construction, being the original farm buildings prior to the hospital.

Soil, Vent and Radon Pipes

New pipes should be internal without specific written permission of the Company and pumps, in particular, should be internal and not located where the considerable noise may become a nuisance to neighbours.

Doors

Front doors can be painted any colour, all others to be white.

Signs

All house signs and numbers are to be in slate and be of the same size and style to match existing.

Slate signs can be obtained from House Signs in Slate Tel 01208 75097 / Fax 01208 76435 or e-mail orders@housesignsinslate.co.uk .

Lights Outside Buildings

To be black Victorian style.

Walls

Stone walls are porous and have caused water penetration since the 1880s. There are various methods to deal with this including dry lining internally. Some properties have had waterproof render to the south internal walls; great care should be exercised before altering these, in particular channelling for new wiring etc. A good builder can advise you.

External coating to the walls with damp preservation systems is not to be recommended or likely to be approved as it alters the external elevation, particularly in the rain.

Washing Lines (primarily Main Buildings)

These must be of a rotary type and be situated wholly with the terrace so that the gardeners can mow the lawns without poking their eyes out!

Fences

There are to be constructed of tanalised timber which has been pressure treated and needs no other treatment for at least 20 years (see below). They can be given the occasional pressure washing to brighten them up. Any treatment such as stains is unnecessary and will not be approved.



Surfacing of the Terrace Areas (Main Buildings)

Any alterations for these together with the provision of new steps etc must be approved by the Management Company in writing prior to commencement of the works. In general, grey paving slabs and red brick detailing are the recommended, being in harmony with the buildings and grey gravel. This avoids a DIY-store look to the gardens when viewed from first floor windows of multiple variations of colours and textures etc. Please note that planning permission from Dartmoor National Park Authority may also be required for areas of decking.

Sheds

Small timber sheds are generally permitted on the terraces of the south elevation of the Main Buildings. These should be constructed of tanalised pressure treated timber (see below) and be situated immediately adjacent to the fences.

Other areas within the Main Buildings with private gardens can have small sheds, summerhouses etc. provided that they are not materially higher than the garden fences; again, these should be of tanalised pressure treated timber.



Trees

Small ornamental trees, which grow to 2-3m, can enhance many garden areas and may normally be regarded as shrubs.

Except in a few specific areas, no large trees that would take away the views from the neighbouring properties will be permitted and some existing trees, particularly ashes that have grown from wild saplings, will need to be removed from many gardens within the next few years.

In particular Leylandi should be avoided at all costs, except specific miniature versions, as they destroy the ground, drains, neighbourly relations and in worst cases can damage the foundations of buildings.

Hedges

Garden hedges should be primarily of Beech and should be maintained at a height of 4' 6". Permission must be sought from the Management Company to make any changes to hedging and it is unlikely that permission would be given to vary the species from the existing Beech hedges.

BREACHES OF COVENANT

If a Shareholder in the village makes a breach of covenant such as:

- *Non payment of Service Charges and/or insurance premium*
- *Making unapproved alterations to buildings*
- *Consistent inconsiderate parking (for instance on access roads)*

The Management Company will take one or all of the following actions:

- Request that the breach be remedied
- Charge penalties and/or interest on any money outstanding
- Take court action for the breach to be remedied requesting payment for costs etc.
- Not allow the Management Company's approval to the sale of the property to be given until the breach is remedied, which will prevent title being transferred

Generally speaking, the Company is pleased to report that the above actions are rare, apart from chasing a certain small percentage of Shareholders for late payment of service charges.

On two or three occasions there have been small inappropriate alterations to buildings, windows and colours of paint work and gates that have had to be remedied before Management Company consent was given to enable title to be transferred upon the sale of a property.

MANAGEMENT COMPANY APPLICATION FORM
for
ALTERATIONS AND REPAIRS TO BUILDINGS
within
MOORHAVEN VILLAGE

Send To:

The Administrator
Moorhaven Village Management Company Limited

Address for Correspondence: -
(For Shareholder)

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Date of Application: -

Re: - Moorhaven Property address (if different to above)

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I would like to make the following alterations to my above mentioned property and undertake not to commence work until receiving approval from the Management Company (please use a continuation sheet if more space is required):

I understand that I will also need planning permission from Dartmoor National Park Authority for some alterations and I will apply to them after I have received Management Company approval.

I enclose 2 sets of plans and specifications including all materials to be used.

I have consulted the following neighbours about this proposal and their written agreement is enclosed herewith: -

Neighbour 1

Neighbour 2

Neighbour 3

Signed

Names (Please Print)