

Kings Park Estate Rules and Regulations



Comprising of Extracts from the Transfer of Part (TP1) document and additional rules and regulations approved at General Meetings, set in the interests of good Estate Management and harmonious living.

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1. Introduction

1.1 The whole of Kings Park Estate is protected by various legal undertakings. These in main are contained within the Transfer of Part (TP1) document (This is effectively the main deed for the property) which the bungalows are party to; and the Memorandum and Articles of Kings Park Management Company Limited (the Company). Copies of these documents are available on request. The covenants contained in the TP1 document help to ensure the estate runs well and always looks its best. This document has been compiled to provide a summary of the TP1 whilst offering practical assistance on matters where permission is required.

The Set Up

1.2 Kings Park land is owned by Kings Park Management Company Limited. The bungalows are freehold but there are covenants which must be followed. These are contained within the TP1 document. Membership of Kings Park Management Company Limited is NOT automatic. You can apply to become a member of the Company by completing an application form available from the Company office. There is no charge for Membership but by being a Member of the Company you will be able to attend the General Meeting and have a vote on what is proposed for the year ahead. These Rules and Regulations are also reviewed at the General Meeting so being a Member of the Company is important and we encourage all eligible owners to take up Membership.

Voting at GM

1.3 Where a person is the owner in respect of two or more bungalows, that person shall (where the context so admits) be treated (for voting purposes) as a separate Member in respect of each bungalow he/she owns up to a maximum of five. (GM 1995).

Directors

1.4. The Directors of the Company (The Board) are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

1.5 Any person appointed or re-appointed as a Director must be a member of the Company (GM 1996).

Note: Comments such as (GM 2009) refer to the year of the General Meeting at which the relevant resolution was passed.

2. General Rules

Neighbourliness and Cleanliness

- 2.1 Residents and visitors should be considerate to your neighbours and not do anything that may be considered a nuisance or annoyance. Owners are asked not to feed seagulls or pigeons.
- 2.2 No rubbish to be deposited anywhere on the estate other than within designated refuse stores.
- 2.3 Domestic refuse and recycling must be bagged and deposited within the appropriate bins inside the bin houses. Residents are asked to break large cardboard boxes into smaller pieces, so they do not take up as much space within the recycling bins.
- 2.4 Any other surplus goods must always be disposed by the bungalow owner off of the estate and the area around the bungalow kept clean and tidy.
- 2.5 No auction is to be held anywhere within the Estate.
- 2.6 Music and sound transmitting equipment should not be used between 11pm and 9am to be audible anywhere outside of the bungalow.
- 2.7 No gun, airgun, firearm or explosive may be brought on to the Estate. This includes fireworks.
- 2.8 Ball Games: Hard ball games are not permitted. The sports field should be used for soft ball games and noisy or boisterous activities. Small children under supervision are allowed normal play activities within amenity areas, provided they do not cause a nuisance to neighbours.
- 2.9 Laundry: Non-rotary washing lines of any description are forbidden. Subject to permission from the Company, rotary lines are acceptable only on the owners' freehold land and where they will not pose a nuisance to a neighbouring bungalow. Sockets for rotary lines must be positioned where they will not interfere with the grass cutting. (GM 2000).
- 2.10 No washing to be left out overnight.
- 2.11 All gardens must be maintained to a good standard, such standard to be at the Company's sole discretion.
- 2.12 Company Land: Plants, shrubs, trees, paving slabs, plant pots, garden ornaments, rotary driers, goods, and items of any kind placed on Company land will be removed at the owner's expense.
- 2.13 No sign or advertisement may be placed on the exterior of the bungalow or on any land.

Pets

- 2.14 Not to bring, keep or allow on the estate or in the bungalow any dog or other animal unless it is always under proper control and not a nuisance in any manner to other bungalow occupants.
- 2.15 Dogs must always be kept on a lead, including between the bungalow and a vehicle. That lead is to be no longer than 3 metres (GM 2022). Any fouling must be cleared up immediately. A fine of up to £50 may be imposed on any resident who allows their dog(s) to foul on the estate and does not clear it up (GM 2021).
- 2.16 Owners, holiday makers and those renting properties are allowed no more than two dogs per bungalow (GM 2019).

Vehicles

- 2.17 The speed limit is a maximum of 10mph on the whole of Kings Park Estate.
- 2.18 Every bungalow is allowed to park one car on the estate. All vehicles must display a Kings Park Parking Permit (GM 2021), be roadworthy, MOT'd and insured. The parking permit must be displayed in the windscreen of your vehicle and failure to display a parking permit will incur a fine of up to £50 (GM 2022).
- 2.19 Vehicles should only be parked within designated parking bays. Cars must not be driven over nor parked on the grass. This is primarily because service pipes in these areas run close to the surface and could be damaged. Owners will be held responsible for any damage caused to the curbs, grass, or service pipes even if the damage is caused by visitors, workmen or delivery men visiting their bungalow.
- 2.20 Owners can apply for permission for a second car. There is a charge of £25 per annum for a second car permit. The maximum number of cars permitted is two per bungalow. A third vehicle will NOT be given permission (GM 2009).
- 2.21 No car repairs are to be carried out on the estate except minor repairs to the bungalow owner's own vehicle (GM 1997).
- 2.22 No boat, caravan, motorhome, trailer or large commercial vehicle is to be parked anywhere on the estate, unless with exceptional permission from the Company.
- 2.23 The riding of E-scooters anywhere on the estate is prohibited (GM 2019).
- 2.24 The riding of bicycles, skateboards, and all other forms of transport (other than mobility aids) on the footpaths on the estate is prohibited (GM 2021).

Buildings

- 2.25 All bungalows must have their own separate TV licence.
- 2.26 Permission must be obtained for changes to heating systems and for bottled gas (see below).
- 2.27 Building Alterations: No alterations to the exterior of the bungalow, including the erection of satellite dishes and TV aerials, may be made without written permission from the Company (see below).
- 2.28 No sheds, fences or building should be erected without written permission from the Company (see below).
- 2.29 The Board strongly advise that all bungalows are equipped with suitable smoke detection devices along with fire blankets. Soft furnishings, where the property is let, are legally required to meet British standards (BS7177).

Bills

- 2.30 Payments of service charges, utilities and permissions are the responsibility of the owner/s of the property and must be made in the time and manner specified, failure to comply will result in increased costs and charges.
- 2.31 All invoices must be paid within 28 days of invoice date. Only one overdue payment reminder will be sent. Each further communication will incur a £25 surcharge.

3. Facilities and Utilities

Electricity

- 3.1 The electricity meters in the bungalows, which always remain the property of the Company, shall not be altered or in any way interfered with by the residents or other occupants.
- 3.2 The Company reserves the right to enter the premises on reasonable notice for the purpose of reading, checking, altering, repairing, or replacing the meters or carry out any work in connection with them.
- 3.3 Any damage to electricity meters and loss of payment is the responsibility of the bungalow owner and must be made good by them.
- 3.4 Action to involve the police WILL be taken if a meter has been damaged or tampered with.

Water

3.5 All bungalows are fitted with an individual water meter and accounts will be submitted quarterly. Kings Park Management Co Ltd is responsible for the supply of fresh water to bungalows and the removal of sewerage from the bungalows. If hose pipes are used, they must be stored away after use (GM 2002).

PLEASE NOTE: Any leaks or burst pipes noticed anywhere on the Estate should be reported to Kings Park Management without delay.

Kings Park Hall

3.6 Kings Park Hall is intended for use as an amenity for owners, their visitors, and outsiders as appropriate. This is a "No Smoking" area. Alcohol is not allowed except on certain social occasions when wine or beer may be brought in for personal consumption.

4. Permissions

4.1 The "covenants by transferee" element of the TP1 covers various restrictive covenants concerning where permission is required. These are summarised below. Whatever the application is for it should be made in writing and sent either by email or post to the Company Office. Oral applications are not acceptable. Applications will be reviewed monthly at the Directors' meetings.

Long Lets, Holiday Lets and Airbnb (or similar)

4.2 Long lets: The Board must be informed of long lets. There is an application form to be completed detailing the tenants' details. All future tenancy agreements in relation to bungalows on the estate must refer to and incorporate the covenants in the TP1 form and any other rules and regulations which apply to owners of bungalows and residents on the estate, to the extent determined by the Board of Directors from time to time.

4.3 The terms and conditions of any holiday lettings (including Airbnb) of bungalows on the estate shall include an undertaking to comply with the rules and regulations of the estate, including the covenants in the TP1 form, to the extent determined by the board of directors from time to time.

4.4 Bungalow owners must submit a document agreeing to the above undertaking, to the office, signed by any long let or holiday tenants before they come to stay. Owners are responsible for the good conduct of their tenants and will be held responsible for any breaches committed by them.

Selling of a Bungalow

4.5 Any proposed sale must be notified to the Board of Directors in writing prior to it being placed up for sale. There is a requirement within the TP1 document that all incoming owners MUST enter a Deed of Covenant with the Company at the time of becoming an owner, i.e. prior to completion. Signing the Deed of Covenant retrospectively will be more expensive to administer.

Buildings and Grounds

4.6 Bottled Gas. Permission must be obtained from the Company before installing gas central heating. All gas bottles must be stored in a locked shed, suitably marked with the legally recognized "Danger" sign clearly visible. All gas boilers and central heating systems (bottled or natural) must be inspected annually by a registered Gas Safe engineer and a certificate lodged in the office (GM 2006)

4.7 Electric Central Heating. Permission is required from the Company before an electric central heating system is installed. This will ensure there is adequate capacity.

4.8 Night Storage Heaters. Due to capacity with the electricity supply no permission will be granted for new installations of night storage heaters. Existing systems are not affected.

4.9 Rental of additional land. A maximum of 5ft of land to the front, rear, and side (if available) can be rented on an annual basis. The conditions of rent are governed by strict conditions (see below).

4.10 Narrow borders are permitted along the side of footpaths not more than 10inches wide. Small plants are permitted but shrubs are not. This concession relates to footpaths leading to bungalows and not main footpaths.

Alterations to bungalows where further planning permission is required

4.11 Any development or extension whatsoever must have written approval from Kings Park Management Company Limited. When considering applications, the Company will always endeavour to ensure the overall appearance of the estate is not undermined.

4.12 Consideration should be given to neighbouring bungalows. Where there is a loss of privacy the Board reserve their right to refuse permission.

4.13 Any alterations outside the building line must also have written planning permission from Eastbourne Borough Council and approval from the Trustees of the Chatsworth Estate.

4.14 Any contractor employed by an owner must produce written evidence of adequate insurance. It is the responsibility of the owner if their contractor causes any damage to Company property or property of other owners.

4.15 For more information and full details on acceptable development please outline in writing your proposals as the first stage. We appreciate that at this stage you may not have any formal plans drawn up. Providing plentiful information at this stage will allow the Board to consider your application as fully as possible. The list below should be used as a guide, feel free to add any additional information to assist with this permission request.

- A sketch plan of the current footprint of the building (Copies available from Kings Park office).
- A sketch plan of the current footprint AND proposed extension.
- Photographs of the elevations where the proposed extension is to be situated.

4.16 You should be aware that any extensions to a bungalow must not exceed 1650mm (5ft.6ins) to the front of a bungalow i.e., from the lounge window and 2400mm (8ft) to the rear of a bungalow (End of Season Meeting 1997).

4.17 The maximum height for pitched roofs is 3.962 metres (13ft) with a maximum roof pitch of 17.5 degrees. The colour of the tiles must be the same as adjoining and nearby Bungalows.

4.18 Once planning permission has been obtained from the Company for any building work, failure to commence any such work within twelve months from granting of the permission will require a further application for new permission, which will not be given automatically (GM 2002). Any building work or any exterior alterations to the fabric of a bungalow must be completed within twelve months from the start of work. There will be a charge of £100.00 per month for work not completed within twelve months and legal action will be taken to enforce this with the legal fees being the responsibility of the owner of the bungalow.

Note: The Board meets monthly and will consider applications at these meetings. Please ensure you have provided all the above information to avoid any delays in the Board being able to decide.

Sheds and Fences

4.19 Written permission must be sought from the Company before putting up a shed or garden building. The maximum size allowable is 48 sq. ft. e.g., 6ft by 8ft. The base must not exceed the size of the outbuilding or shed (GM 2004). Upon accepting any permission that may be provided you undertake to maintain to a high standard the shed or garden building and to, at minimum, re-stain/treat the wood at least every two years.

4.20 Fences can be erected subject to permission and strict conditions:

- The fence must be picket or chain link in style painted white and with a minimum height of 2'6" up to a maximum height of 3ft. (GM 1999 and GM 2019).
- The fence should not extend beyond the freehold land of the bungalow unless extra land has been rented.
- The fence must be self-supporting and independent from any neighbouring fence.
- The fence must be painted at the time of installation and maintained.
- Please note the grass within the perimeter of the fence will no longer be cut by the communal ground workers.
- The Company reserve the right to remove the fence at any time at the owner's expense if it falls into disrepair.

Additional Land

4.21 A maximum of 5ft of land to the front side and rear can be rented on an annual basis (Please note some bungalows will not have this much land available). The annual cost of renting the land is currently:

Front £22
Side £22 (if available)
Rear £22

4.22 Rental will be on an annual basis commencing 25th March each year. If the rental starts before 25th March a pro rata rent will be charged to the date. The land must be fenced as described above. The land within the fence must be maintained by you.

4.23 The Company reserve the right to revoke rental permission if the land and fences are not maintained. The Board may also revoke rental in their absolute discretion. No trees or hedges are to be planted.

4.24 At the end of the rental the land must be re-turfed at the bungalow owners' own expense to a condition acceptable to the Board.

5. Further Requirements

5.1 Owners should keep the bungalow and any outbuilding in a good state of repair and decoration and compliant with all statutory requirements.

5.2 Where there is concern over the state of repair of premises, the Board of Directors, if they so request, should be allowed access with 48 hours' notice having been provided, to assess the condition and the extent of any necessary repair. The findings of such inspection to be made known to the owner along with a request for any repair, which repair must be completed within three months.

5.3 Owners should always keep the bungalow insured against loss or damage by fire and all other usual risks. The sum insured is the responsibility of the individual owner, and it is their responsibility to ensure it is enough to cover any losses. A copy of the policy must be sent to the Company within 14 days of renewal. A first and second reminder will be sent at no charge. The 3rd and ANY subsequent letters or communication made in connection with ensuring the property is insured will be chargeable at £25 per communication. You MUST inform the Company immediately if the policy is altered, affected, or terminated.