



GIVONS GROVE ESTATE

Givons Grove Estate - Covenants

Most of us will be aware that we have restrictive covenants attached to our property deeds. But with those deeds usually being lodged with our banks, building societies or solicitors how many residents are au fait with the specifics of those covenants?

The primary purpose of the restrictive covenants, which originally date back to the late 1920's, is to maintain the estate's "value as a high class residential estate". This quote is taken directly from the covenants and is an aim we surely all share. We all rely on each resident's sense of responsibility, community and the shared objective of ensuring that the estate remains a desirable place to live in, to ensure compliance with the restrictive covenants. The covenants are just a sensible means to this end.

We hope that it may be helpful for all residents if we summarise here, as a convenient point of reference, the main restrictive covenants found on the estate. There are eight main groups of restrictive covenants, many of which are sub-divided into several do's and don'ts.

We should emphasise that this is intended as a guide only. It is in no way a legal document varying rights and obligations. The vast majority of properties have identical covenants, but there are some with minor differences; you will need to consult your own documents for the specific wording and to see if there are any variations from the "standard".

We also want to make it very clear that this is not intended as legal advice. You should consult your own solicitor if you have any questions regarding the nature of the obligations relating to your property or what options you may have if there is a breach by your neighbour.

Enforcement of covenants

GGEL has the benefit of the covenants and the right to enforce these for the benefit of the property owned by it (the roads, verges and common areas). GGEL will take appropriate action where there is a breach of the covenants which affects its property.

Residents may also be entitled to enforce any breach of covenant by other residents. In a 1989 case, the Lands Tribunal upheld restrictive covenant 1 (which we describe below) preventing subdivision of plots following objections from a number of residents to building a second house on a plot.

Restrictive covenant 1

The number of dwelling houses is specified, usually one per plot but in some cases more are permitted.



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In the 1920's and 30's several plots were parcelled together and sold as one lot with a stipulation as to how many houses in total might be erected.

The minimum build cost of new houses is specified usually between £500-1500 (this is a dated provision not relevant to the present day).

Plans, drawings and elevations must be approved by the Surveyor of the Vendors.

No building or structure exceeding a height of four feet above ground level may be erected in front of the building line without the written approval of the Vendor's Surveyor.

The building line on your property can usually be found on the conveyance plan attached to your deeds. If unavailable you could view the documents held by GGEL or apply to HM Land Registry for the relevant plan.

Please note that as well as the covenants, Planning Rules and Green Belt regulations will also apply to safeguard the estate from over-development.

Restrictive Covenant 2

The property may only be used as a private dwelling house.

Additional structures are limited to a garage, stabling, one poultry house and one shed for gardener's tools. Please note that planning rules also need to be complied with and may further limit what can be built.

Roofing material must be dark burnt clay tiles, wood shingles or thatch.

Wireless poles must be fixed upright and of straight and solid material.

You must not do or permit to be done anything whatsoever which shall be or may become dangerous or a nuisance or disturbance to the occupiers or residents on the estate or which may tend to depreciate its value as a high-class residential estate.

(This is a common-sense catch all restriction very much in the interests of residents.)

No earth, clay, lime or bricks may be burnt or made. It is GGEL's understanding that this restriction does not apply to garden waste being burnt; but common-sense and good neighbourliness will continue to be the watchwords here.

No washing to be hung in a position to be seen from adjacent plots and all washing must be within a trellis screen.



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Restrictive Covenant 3

Fences are to be erected and maintained around properties on the sides specified on the plot plan. No close fence or wall is permitted except a dwarf wall not exceeding 3ft. 6 in. and brick piers at the entranceway. Only open post and rail or post and wire, wood or iron fences with or without netting can be erected. No fence in front of the building line may exceed 3ft. 6in. in height.

A trellis 6ft. 6in. high with lower part of solid boarding to a height of 3ft. will be allowed to hide kitchen quarters.

GGEL's understanding is that when the original covenants were drafted, the intention was to discourage high walls and fences which can give an over powering impression to neighbours and detract from the open and rural character of the Estate. It is believed that residents would still wish to retain this open and rural character.

Restrictive covenant 4

No hut, shed, caravan, house on wheels intended for sleeping or living in shall be allowed.

No show booths, swings, roundabouts or hoardings are permitted.

No advertisements except normal For Let / For Sale signs. (There is a widely respected unwritten rule against "For Sale" signs as signalling a certain lack of desirability of the estate).

Restrictive Covenant 5

No roadways are to be formed other than those on the estate plan and a private roadway to give access to properties.

Roadways on the estate plan are The Downs, Garden Close etc. Should you wish to change the existing access or to open up a second driveway to your property, you are reminded that GGEL's permission is required, as the owner of the roads and verges, and that, if granted, a charge for this extra easement would be made (based on a surveyor's opinion at the owner's cost).

Restrictive Covenant 6

The purchaser of the property, and successors in title, shall undertake to pay a proportionate amount of the cost of the upkeep of the roads.

Clearly the roads have to be maintained or they will quickly fall into disrepair. All residents use the roads and it is only proper that all should contribute the modest sums for their upkeep. A selfish failure to pay one's share causes great resentment among neighbours not so parsimonious and creates unnecessary un-neighbourly feelings.



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The directors will decide the actions to be taken in the event of non-payment. These could include action in the County Court to recover unpaid arrears (with its possible repercussions on credit rating), or, on the sale of the property, GGEL will make it clear to purchasers that there are arrears of payments which it reserves its rights to pursue.

Restrictive Covenant 7

Property owners are responsible for damage caused by persons delivering construction materials, and for damage done to roads, paths and verges during construction work, and must repair such damage promptly.

This is increasingly common. All too often the unfortunate outcome of improvement of one owner's property is that the environment of many others is spoiled, with the resultant negative impact on the appearance of the estate as a whole. GGEL will seek to enforce the covenant in appropriate cases.

No vehicle of a gross weight of over 4 tons, including load, or one ton load to each driving road wheel shall be allowed to use the estate roads.

Heavy lorries are probably the greatest cause of damage to GGEL's roads and verges. That said, the difficulties of owners to enforce this restriction on construction/delivery vehicles are appreciated. But there is a clear liability on the owner to ensure, both by monitoring and contractually, that roads and verges are not damaged. The Board has produced a guidance document for use by Building contractors' vehicles to minimise such dislocation and damage.

Restrictive Covenant 8

A "saving" covenant permitting the vendor to dispose of or deal with any part of the estate free from stipulations/restrictions etc.

In addition to the eight "standard" restrictive covenants summarised in plain language above, it is known that some properties have additional restrictive covenants specific to them alone. These may include restrictions on cutting down trees over a specified girth, providing rights of access to maintain fences, drains etc., or may specify that views should not be obstructed. Most of these came into being when large plots were subdivided and the original owner wished to ensure that his or her surroundings were not adversely affected by the new buildings or altered sight-lines. A check of the title deeds would be worthwhile to ascertain the existence of specific covenants.

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