

MAISEMORE GARDENS LIMITED

Registered in England: No 714547

The By-laws 2021 edition

Introduction

The rights and conditions of living in Maisemore Gardens are contained in three separate documents which are normally held with the deeds of each property. They are: The Lease (with schedules); The Licence for the use of communal grounds at Maisemore Gardens; and the By-laws of the Company. The Lease and the Licence are legal documents which arose from the origin of the estate in the 1960s.

The By-laws are approved by the membership at the AGM and may be modified from time to time. Their purpose is to clarify and expand on the Lease and Licence and to incorporate other related issues which embody the wishes of the community.

The Council of Management has responsibility to uphold all the matters described in the three documents. The Council's work is also guided by The Articles of Association. The Membership accepts the decisions, made on their behalf, by the Council of Management. (Articles of Association Item 33). N.B. There are some variations of the Lease document so the referenced numbers below may not be accurate in every instance.

1. Environment

In order to help Maisemore Gardens to continue to be an attractive, desirable and sought-after place to live, it is the wish of the leaseholders that Members and tenants, their children, relatives and friends should adopt a responsible attitude towards the communal areas.

1.1 The use of the central green for unstructured ball games and play by children of under eleven years of age is acceptable as long as this excludes cycling, climbing or damaging trees, damaging turf or making excessive noise. No child should be on the green after 8 p.m. Any adult Member of Maisemore Gardens Ltd. who observes children in breach of these rules should require them to cease the activity. Subsequently the parents should be informed of the action taken. Non-resident children must receive the permission of a Member to play on the green.

1.2 The approach drives and garage areas between Nos. 25 and 26 and behind Nos. 70 to 74 are not public play spaces but are provided solely for access to the garages by their owners.

1.3 The rear paths should be regarded as exclusive to the properties that they serve and the occupants are responsible for the condition of the paths. These paths may be fitted with a wooden free-swinging gate, provided the agreement of all concerned and the Council of Management is obtained.

1.4 Neighbouring leaseholders are encouraged to cultivate the land bordered by: the rear access path; the boundary of the estate; the extended lines of the flank boundaries of each dwelling, and similar land not included in the individual's lease.

1.5 Pet owners should take every precaution to ensure that their pets do not foul private or communal parts of the estate or cause any other nuisance to Members.

1.6 Household wheelie bins should be placed out of sight as soon as possible after rubbish collection. (See Lease Third Schedule, item 4.)

2. Building alterations, extensions, and developments.

In order to maintain the general appearance, ethos, functioning of the estate (Lease items 9 &10) and to ensure the integrity of the infrastructure, Members considering any changes must first contact the Council of Management for advice on the correct procedures and make provision for continued liaison with the Council of Management during the work.

2.1 Any proposed change to a property must be notified to the Council of Management and approved by them before any work is undertaken (Lease 9 & 10). Detailed plans and specifications should be supplied by the owner. Internal work does not need approval unless it in any way affects the structure of the house. Immediate neighbours and anyone who may be affected must be informed of the proposed changes by the proposer. The views of any member will be considered before the final decision is made by The Council of Management.

2.2 The Council of Management must be satisfied that any planned work that interferes with or impacts on the estate's infrastructure is addressed correctly. Examples are: the surface water drainage of paved or hard-standing areas or any changes that may impact ground water levels or any underground services.

2.3 The lease (Item 2.4) requires that the front elevations of properties should be of a colour scheme approved by the Council of Management. The colour scheme* of any property may not be changed unless or until the proposed colour scheme change has been agreed by all the owners in the terrace concerned to be applied to all those houses in the terrace with the written assent of the Council of Management.

**The colour used for garage doors must be one of those BSS colours identified by the Council of Management on the website maisemoregardens.co.uk*

2.4 All house facades must be maintained regularly to a satisfactory standard ie painting/cleaning etc.

2.5 No aerials, including satellite dishes, shall be affixed to the front elevation of any of the properties. Wherever they are fixed they should not be visible from any adjacent road on the estate.

2.6 Installation of solar panels must be approved by the Council of Management for each property before they are installed.

2.7 No outbuilding, shed, fence or wall can be added to any part of the estate without the express written permission of the Council of Management (Lease: Third schedule: Items 3-6. NB Some leases have different numbering at this point.)

3. Dinghy Park

The dinghy park is managed by the Council of Management, for the benefit of all Members or their tenants of Maisemore Gardens, subject to the constraints of available space. Applications for a berth should be made to the coordinator designated by the Council of Management, and the boat must be registered with the Dinghy Park coordinator.

3.1 All property placed in the Dinghy Park must be identified with the house number of the owner.

3.2 Anything, which in the opinion of the Council of Management is not a dinghy, may be granted temporary space only if the written permission of the Council of Management has been obtained for a fixed period and a fee agreed and paid.

3.3 Any vessel or other item which is in the dinghy park, and whose owner cannot be traced, shall be deemed abandoned. The Council of Management may dispose of it eight weeks after informing all Members and tenants of their intentions.

3.4 Users of the dinghy park must ensure that the gates are locked at all times.

3.5 The terms of the lease (Third schedule, item 4) prohibits parking boats in front of properties.

4. Buildings Insurance

4.1 The Council of Management, shall be advised by each leaseholder, in writing, of the name and address of their insurance company and the policy number each year (Lease clause 12). This is for the

assurance of neighbours. Any change to the insurance policy during the year must be notified to the Council of Management in writing.

5. Tenants

5.1 It is the duty of the property owner to notify the Council of Management as early as possible if their property is to be let and confirm both the owner's and tenant's contact details in case of emergency. The property owner should also confirm that they have informed their house insurer that the property is let.

5.2 Members letting their homes must make it known to their tenants that they, the tenants, are responsible to an equal degree for complying with the requirements of the Company.

5.3 Changes of tenant should be notified to the Council of Management as early as possible.

6. Selling of property

6.1 The Council of Management (representing the company freehold) has to be involved with the transfer of the lease to any new owner. The name of the company solicitor is available from the Secretary of the Council of Management.

6.2 Members must advise the Council of Management when their property is to be marketed. The Council of Management will notify the Member of the required procedure, and alert the company solicitor to any outstanding matters in relation to the property.

6.3 Any costs involved with the company's solicitors in connection with the conveyance or any letting of the property shall be met by the Member concerned.

6.4 Garages in the detached garage blocks may not be sold to anyone who is not a current member of Maisemore Gardens Ltd.

Date of issue: November 2021

Supersedes the previous By-laws of May 2018