



# **BRAYBANK ESTATES LIMITED**

## Do's, Don'ts and General Guidance

June 2018

## **Introduction**

The Braybank community has lived in reasonable harmony for many years. This is because residents in general show consideration for the feelings and well-being of their neighbours, and generally comply with the terms of the Lease by which we are all bound, but also protected.

The Lease sets out certain requirements in the interests of 'quiet enjoyment' of properties. It is a legal document, and worded accordingly, so it is long, and not everyone has ready access to their document. Many people may never even have read their Lease, having received assurances from solicitors that it is 'normal'.

This booklet aims to help residents avoid falling foul of (or 'being in breach of') the terms of the Lease. The first section summarises the key Regulations, Most of them are from Schedule 4 of the Lease, which is the only part of the Lease which can be altered, at the discretion of the Landlord. This is followed by explanations of some of the Regulations and general suggestions for congenial living at Braybank

- Sections:
1. Key Landlord's Regulations
  2. Braybank Reference Guide
  3. Alterations to properties
  4. Pets
  5. Car parking
  6. Enjoyment of Gardens
  7. Household Refuse/Recycling
  8. Sub-letting
  9. Electrical Appliances in Garages and Storerooms
  10. Apartment Block Security
  11. Gates

### ***Note on Enforcement of Leases***

*For a Lease to be effective in protecting both Landlord and Tenant, it must be enforced. This means that contraventions will be drawn to the attention of the offending party, with a request to remedy the error; this will be initiated by the Managing Agents. If not remedied, and some kind of enforcement action is required, the costs of this action will be charged to the offending party. Note also that non-payment (or non-collection) of any enforcement costs incurs its own problems. A Shareholder who is indebted to Braybank Estates Limited is not entitled to vote at meetings. The charge remains against the property, and the Lease cannot be 'assigned' (i.e. in the event of its sale) or sub-let until the debt is discharged.*

## **1 - Summary of Key Landlord's Regulations**

### **Alterations to flats and houses**

Any alteration of a structural nature or affecting the outside of the property, for example satellite dishes, heating flues and vents requires the Landlord's permission via the Managing Agents. Exceptions and relaxations are detailed in the guidelines which follow this section...

### **Contractors**

Except in emergency, contractors must be clear of the site by 6pm weekdays and 1pm Saturdays, and may not work on Sundays or Bank Holidays. Power tools must never be left unattended in communal areas.

### **Noise**

In consideration of other residents noise should be kept to a minimum. Contractors and DIY practitioners are not allowed to make noise before 8.30am.

Any music or party noise audible outside or in adjoining properties must cease by 11.00pm.

### **Skips**

Consent is required before installing a skip. Durations longer than two weeks will incur a charge. The Porter will arrange consent, and advise on location and charges.

### **Animals**

The Lease does not permit the keeping of any animals, birds or reptiles without consent. Consent may be granted by the Landlord through the Managing Agents for cats but not for any dogs. Visits by friend's animals will also require such permission.

### **Parking** (discussed at length in the guidance sections)

Park in your garage if possible

Park partly on the footpath on East side

Park facing your garage where practicable in houses and on the West side

Never park fully on any footpath, nor on bends,

Ensure the electricity sub-station has clear access

No commercial vehicles may park outside normal working hours

No friends' or relatives' cars to be left whilst on holiday

### **Ball Games, etc**

Rugby, football, cricket or other ball games which could damage the gardens or property are not permitted in Braybank, nor model flying machines – there are ample facilities within a short distance.

The multi-engined helicopters known as drones are illegal in areas like Braybank

### **Sub-letting**

All sub-letting requires formal consent from the Landlord via the Managing Agent and a deed to be completed with appropriate fees being paid.

## **Use of Property**

Braybank properties are designated for residential use only; no business entity may be registered at Braybank.

## **Floor Covering**

All main floors in apartments (ie, except kitchens and bathrooms) must be covered with carpet or felt.

## **Items in Common Areas**

Common areas, hallways and stairs must be kept clear of obstruction by any activity, or by toys, pushchairs, bicycles and other items. Any such item may be considered the property of Braybank Estates Limited. Exceptions may be made for wheelchairs, etc – apply for consent to the Managing agents.

## **Balconies and windows**

Nothing may be erected or stored outside front windows or balcony doors. Whilst balconies are a private space their appearance must enhance Braybank so washing, fairy lights or airing of bed linen and towels are not permitted.

A modest table, chairs & potted plants may be acceptable on balconies at Landlord's discretion.

## **Barbeques**

Barbeques may only be used in the area set aside at the corner of the Hard. They must not be used or stored on balconies.

## **Garage Doors**

Garage doors must be kept shut at all times except when entering or leaving.

If a door needs replacing it must match others on the Estate as closely as possible. Consult the Managing Agents for suitable suppliers and paint colour codes.

## **Storeroom/garage Electricity**

Heaters or items that use large amounts of electricity are not permitted in apartment garages or storerooms. Electric cars must not be charged from the communal electricity supply. The Managing Agent should be consulted for guidance.

## **Entry codes**

The main gate code allows access to all garages, storerooms and front doors and is to be kept private except for family and friends. The Emergency Services are in possession of a permanent 24/7 access code

## **Trees**

It is forbidden to climb trees in Braybank.

## **NB.**

In any conflict between the Lease and the wording of this booklet, the Lease will prevail.

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## **2- Braybank Reference Guide**

Braybank comprises 62 Dwellings - 14 Town Houses and 48 Flats, 6 flats to a block, 8 blocks in total, plus a Lodge for the Porter.

All dwellings are Leasehold and the Freehold is owned by Braybank Estates Limited (BEL) – a Company in which all Leaseholders hold one share. The Company is managed by a Board of up to seven Directors, all themselves Shareholders, who are elected at an Annual General Meeting. The Board is in place as a requirement of the Companies Act to carry out a legal and co-ordinating role on behalf of all Shareholders. The Directors at the time of publication are:

Richard Flisher ( <i>Chair and Treasurer</i> )	Peter Hill
Gloria Kinghorn ( <i>Health and Safety</i> )	Chris Lowe
Richard Severn ( <i>Neighbourhood Watch</i> )	Mike Rawlings
	Margit Walker

Changes will be posted on our website [www.braybank.info](http://www.braybank.info)

The Porter is Michael Flanders who lives in the Lodge. He will assist you with any general questions in relation to the grounds and will direct you to the right point of contact for any query or concerns you may have.

Lodge telephone 01628 710167  
Porter Mobile 07773 896017

Outside normal working hours (8.30am - 4.30pm), he should only be contacted in cases of emergency.

**Managing Agents** are appointed to ensure the smooth day-to-day running of the Estate, receiving policy guidance from the Board of Directors. The Agents are Cleaver Property Management Ltd., Ascot House, Finchampstead Road, Wokingham, RG40 2NW (CPM).

Telephones: Reception/Maintenance 01189 787182  
Out of Hours Emergency 01158 965158

### **3 - Alterations to Individual Houses and Flats**

Residents are reminded that the houses and flats on Braybank are held on a leasehold tenure and therefore the occupation and use of all dwellings is strictly governed by the terms of the Lease. Whilst residents may hold shares in the company which holds the freehold interest of the Estate (Braybank Estates Limited – the Landlord), this does not entitle any Leaseholder to assume the rights of the freeholder on an individual basis.

Under Clause 3.7 of the Lease, residents are strictly prohibited from altering the internal planning of the individual house/flat and also residents are not allowed to cut maim or remove any of the party or other walls, bearing timbers or iron, steel or other supports.

Under no circumstances may residents carry out any alterations to parts of the building which fall outside the definition of the “demised premises” in Clause 2.1 of the Lease. Therefore, residents must not carry out any works to, for example, the external face of windows and entrance doors, external walls and communal entrance halls, staircases and landings.

Notwithstanding these provisions, Braybank Estates Limited is prepared to consider applications from residents for minor alterations such as kitchen/bathroom refurbishment, central heating installations and the positioning of external flues. This also applies to any scheme for enhancing hall- and stairways with pictures, plants, etc. Note that additional exterior vents and/or burglar alarms will not be approved.

The application must be supported by sufficient detail, and Braybank Estates Limited reserves the right to approve or forbid the work. Anything mounted in the Common Areas becomes the property of Braybank Estates Limited.

No work may be carried out without the written approval of the Managing Agents; this applies particularly to the installation of satellite dishes and TV antennae. **Under no circumstances may any Leaseholder, tenant or contractor go onto any section of roof without written permission from the Landlord, via the Property Managers.** To ensure compliance with requirements for safeguarding the integrity of the roof surfaces, the Landlord has selected **one** contractor for all dish and antenna installations. Contact the Managing Agents for detailed information and guidance.

Legal action may be taken in the event of any contravention of the Lease terms. Under Clause 3.15 of the Lease, the resident is to pay all reasonable costs and expenses incurred by Braybank Estates Limited (including legal and surveyors’ costs and fees) in granting any such consent.

All enquiries regarding alterations should be directed through the Managing Agents, Cleaver Property Management Ltd (telephone 01184 671572).

#### **Contractors**

Due consideration must be given to your neighbours when instructing contractors. If there is likely to be considerable disruption or prolonged

periods of noise, every effort should be made to give neighbours advance notice of the works.

Contractors must be instructed to comply with the following regulations:

1. No noisy work may begin before 8.30 am and all work on site, including cleaning up of communal areas, is to be completed by 6 pm, when contractors must vacate the Estate.
2. Building work must cease on Saturday at 1pm, with an absolute prohibition on Sunday or Bank Holiday working.
3. No work-benches or power tools may be left unattended within communal areas, and this includes hallways, roads and gardens.
4. Skips are an eyesore, and often consume valuable parking space, so should not be retained any longer than absolutely necessary. Permission will normally be given for a skip to be on site, at a location agreed with the Porter, for up to two weeks. Any extension beyond this will be charged at £100 per week or part week.

#### **4 - Pets**

As indicated in the Regulations, consent will not be unreasonably withheld in the case of cats. They may roam free provided they cause no damage to plants, etc, but a litter tray is to be preferred. In the event of serious complaints, consent will be withdrawn.

Consent will not be granted for dogs to be kept permanently at Braybank. (Whilst the occasional dog may be a delight, if one were permitted, no other could be denied, and that could result in unacceptable numbers.)

There is currently no objection in principle to a dog being brought on occasional short visits, subject to certain conditions:

1. Consent must be requested and granted through CPM.
2. When out in the grounds, it must be escorted by a responsible person, and on a lead.
3. All faeces must be picked up and disposed of in the general waste bin.

In the event of serious complaints, and/or visits that are too frequent or too long, consent will be withdrawn.

All decisions about pets are at the discretion of the Landlord – Braybank Estates Limited.

## **5 – Car Parking**

The number of cars wanting to park in all areas of Braybank exceeds the estate's capacity. To minimise problems, residents and visitors should comply with the following:

- 1 Residents with garages on the **West** side should take advantage of the extra space to park end-on to their own garage, rather than in the Circle, which is useful as an overflow area.
- 2 Residents of apartments 23 through 52 **only** should not park more than one car in the road outside those properties. Any other car or cars should be parked in a garage, or in one of the other areas described below.
- 3 **Visitors**, in the evenings, at weekends and/or overnight, should also park in one of the other areas described below, unless the driver is disabled.
- 4 When going on holiday, please leave 'East side' cars in the circle or the visitors' area, and consider leaving a key with the Porter in case of an emergency requiring it to be moved. Non-residents **may not** leave a vehicle parked within the estate when going on holiday, except in a garage.
- 5 **Commercial vehicles** are permitted on the estate only for business purposes – deliveries, contractors working, etc. **Under no circumstances may they park here outside working hours.**

It is most important on the East side to park well onto the footpath, leaving room for wheelchairs, etc to get past. Cars parked in the kerb make it extremely difficult for garage users to turn into their garage. Also when another vehicle is parked outside the garages (see below) there has on occasions been insufficient room for a large emergency vehicle to get through.

Needless to say, you should occupy only a reasonable amount of space, i.e. not 10 feet from the nearest car, or in the middle of space sufficient for 2 cars.

### **Other areas**

1. Visitor parking is indicated in the area opposite the entrance.
2. The circle is an overflow area, not designated for any particular properties. When parking in the circle, please do not reverse towards properties, to avoid pumping fumes towards kitchens.
3. The space between the trees North of garage No 47 is available for short term parking, subject to the need for the Electricity Board to have access when required.
4. The tarmac in front of garages which are only used for storage is potentially available for parking a car. Clearly, on the East side, there must be at least two such garages adjacent to one-another to constitute a 'parking space'. There are other important criteria:
  - a. Sufficient space must be left for garage doors to be opened
  - b. The driver of the vehicle must remain contactable and available to move the vehicle at short notice if requested by the owner of the garage, or by the Porter, because of some obstruction (i.e., not just because the garage owner objects in principle!)



- c. Some space must be left beside the opening to allow the adjacent garage user to turn into and out of the garages.

As stated, do not invite your friends to leave their car at Braybank when going on holiday with (or even without!) you.

Residents who persistently ignore parking regulations will receive a warning letter. If further action is required, costs may be incurred and charged to the Leaseholder's account.

## **6 – Enjoyment of Gardens**

The gardens of Braybank are beautiful, for the quiet enjoyment of all, and it costs a lot of money to maintain them. Bearing in mind that a high proportion of residents are not so young, this enjoyment can easily be marred by inappropriate activities, or behaviour. These areas are not to be treated as a playground.

**Ball Games.** Few people object to a toddler playing with a ball (with a grown-up), but games which can cause damage such as football, cricket and rounders are prohibited.

**Barbeques** may only be lit in the barbeque area at the Eastern (downstream) end of the Hard. Anywhere else is liable to send smoke into someone's home. If you use the built-in unit, please leave it as you would reasonably expect to find it.

Barbeques must not be stored or lit on balconies.

**Bicycles, scooters, rollerblades, etc.** must remain on paths – they can harm the lawns, especially when moist.

**Entertaining.** The gardens of Braybank are a fine venue for 'al fresco' dining and entertainment of guests. Gazebos are available free of charge, but must be booked in advance through the Porter to avoid potential clashes. A deposit will be required in case of damage.

The terms of the Lease forbidding noise after 11pm are especially applicable, since the chosen spot is likely to be quite close to someone else's property, and their privacy and well-being are of paramount importance.

**Frisbees** need to be used with care – they could easily cause injury or damage to property.

**Flying models** are not permitted, in particular the multi-engined helicopters known as drones are illegal in areas like Braybank.

**Trees.** It is strictly forbidden to climb the trees, or damage them in any way. Some of them have a Tree Preservation Order, and the consequences of damage to them can be very serious and expensive.

All this simply means that the gardens are there for your enjoyment, but don't mar the enjoyment of others.

## **7 – Household Refuse/Recycling**

It is important to dispose of recyclable materials separately from other household rubbish. The local authority can and does decline to empty bins if they contain the wrong type of material. Most plastic bags and polystyrene are not recyclable, so please do not put recyclables in ordinary plastic bags, only the white bags provided by the Local Authority for that purpose

Cardboard boxes should be flattened before disposal

'Wheelie bins' have been installed in a number of areas, but only for the benefit of less able residents. They must be left for the sole use of those unable to manage the large bins.

## **8 – Sub-letting**

Clause 3.8 of the Lease prohibits 'under-letting' without the consent of the Landlord, Braybank Estates Limited.

All sub-tenants are bound by the terms of the Lease, and prior to sub-letting, a tri-partite Deed must be executed between the Leaseholder, the sub-tenant and Braybank Estates Limited (BEL) wherein the Leaseholder and the sub-tenant both accept responsibility for ensuring that all the relevant terms of the Lease, and the Landlord's Regulations are complied with fully. The Deed is set up by the Managing Agents; there will be an administration charge for executing the Deed

The sub-tenant must be given a copy of this booklet. Additional copies are obtainable from the Managing Agents or the Porter.

## **9 – Electrical Appliances in Garages and Storerooms**

All garages and storerooms belonging to apartments in Braybank are provided with electrical power sockets, and of course electric light. They are protected in groups by communal fuses, and consumption is paid for out of the Service Charge – i.e., by all Leaseholders.

The purpose of the sockets is clearly to permit modest use for power tools, battery chargers and the like. Refrigerators and freezers are modest consumers of energy and may not cause offence, but heaters and tumble dryers are clearly an imposition on other Leaseholders, and cannot be ignored.

Electric cars are likely to be heavy consumers of electrical energy and must not be charged using the communal supply.

Where consumption in a group seems excessive (or in response to complaints from other Leaseholders), the Landlord may take steps to identify the offender and remedy the situation, for example by levying a charge based upon estimated consumption.

## **10 - Apartment Block Security**

Keypads are mounted beside the front doors to apartment blocks, operated by a code which is normally changed at the start and end of British Summer Time. The code will be the same as that used to open the main gates to the Estate, and all Leaseholders and Residents are notified of the change

The keypads are timed to operate only from 6am to 6pm; at night entry is by key, or use of the intercom. For your own security and that of your neighbours, it is important to allow the doors to lock behind you. Please do not leave them unlocked for more than a few minutes at a time, and for the sake of your neighbours, please do not allow doors to slam.

**Do not disclose the access code** to couriers and contractors - this jeopardises your neighbours' security as well as your own.

If carers require access outside normal hours, special arrangements can be made. Contact the Porter or the Managing Agents for details.

## **11 - Gates**

The single pedestrian gate is operated solely by entering the current access code, both entering and leaving, day and night. The code is the same as for the apartment block doors.

The main vehicular gates are programmed to open and close automatically during certain hours of the day. At other times, when closed, they can be opened from outside by entering the access code using the intercom keypad on the East pillar (on the right as you enter). Where a telephone number has been registered, the keypad can also be used to contact a property by keying the property number XX followed by *CALL*. Any surcharges for calls from the gates to overseas numbers will be charged to the Leaseholder.

The main gates can also be opened by remote control fobs which were issued to each property. Replacements can be purchased from the Porter.

In addition, the main gates can be opened by telephone, either in response to a call from the intercom keypad, or by dialling the phone number of the gates - 07715 018139, provided your phone number is registered in the system. Details are available on the website or from the Porter.

If the gates do not open in any of the above ways, first call the Porter on 07773 896017; on the intercom keypad outside the gates the sequence 99CALL is programmed to his number.

**Do not try to force the gates** – repairs are expensive.

If there is no-one to help, try turning off the power using the rotary knob under the control box mounted inside the gates on the far left pillar. The

battery backup system is designed to open the gates and leave them open in the event of a power failure.

Failing that the gates will need to be released manually. This has been simplified, and instructions will be displayed on the East gate pillar, published in occasional Braybank newsletters, and in the documents section of the website:

[www.braybank.info/documents.html](http://www.braybank.info/documents.html).

## **Useful numbers**

**Managing Agents:** Cleaver Property Management Ltd

Reception/Maintenance 01189 787182

Out of Hours Emergency 01158 965158

**Porter/Steward:** Michael Flanders

Lodge 01628 710167

Mobile 07773 896017

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