



Delamere Park

A guide for purchasers of properties on the Park

Delamere Park is a lovely community in rural Cheshire with a unique set of shared resources managed on behalf of all the residents by Trustees under a Deed of Trust via Delamere Park Management Ltd (DPML).

The facilities available to all plot owners, resident families and their guests include a swimming pool, bar, squash courts, function rooms, tennis courts and a children's play area. All the verges and green spaces on the Park are owned by DPML and maintained by the company.

The Covenants

All purchasers of Plots of land on the Park are required to sign a Deed of Covenant before the Land Registry will complete the transfer of the deeds. The covenant sets out the terms under which DPML operates and must be read in conjunction with the Deed of Trust and Articles of Association for DPML. The few leasehold properties on the park (flats on The Downs) have similar provisions written into their leases. This document attempts to explain the day to day realities of how the Covenants etc work.

Perhaps the most important part of the Covenant is Schedule 2 which sets out certain conditions which plot holders must adhere to. In short these are

- 1) Not to cause annoyance to other residents of the Park
- 2) Not to modify or add to the external appearance, fences, or other structures on the plot without the prior permission of the Trustees. You also may not run a business from the premises. This clause also requires that property only be occupied by a single household.
- 3) No washing may be hung out on Sundays or public holidays
- 4) Caravans, commercial vehicles or unroadworthy motor vehicles may not be kept in front of the building line
- 5) Driveways must not be obstructed
- 6) No advertisements may be placed on the premises other than a for sale sign for the property

The 2 clauses which most often cause issues are

2) The Trustees are required so far as possible to maintain the Landscaping Scheme of the Park and so will not approve changes which are likely to change the character of the Park. Groundwork changes in enclosed rear gardens are generally not an issue. Changes to the open plan nature of the front/side gardens are usually refused. Extensions which do not impact upon neighbours are usually acceptable. As a rule, changes which are in sympathy with the rest of the Park and agreed by neighbours are usually approved.

It is advisable before buying any property on the Park that you ensure that any changes previously made to the property have received appropriate approvals. With the vendor's consent, the DPML office can provide a list of any approved or rejected change requests relevant to the property in question. If any unapproved changes come to light during the conveyancing process, it may lead to considerable delay in the completion of the sale.

There was a major fire in Delamere Park's Clubhouse in 2004 and all records prior to that were lost. This means that there are no records of approvals or rejections for projects applied for before 2005. As a result of this, the Trustees would automatically grant retrospective approval for any changes made prior to 2005.

If you are considering buying a property on the Park and would be intending to make any external changes to the property, the Trustees and DPML office staff would be very happy to provide a non-binding opinion on whether similar changes have been approved before. Alternatively, you could, with the Vendor's consent, submit a formal change request via the office which will go to the residents for comments for 2 weeks then be considered by the Trustees at their next monthly meeting.

You may not run a business from the property. However, many people would now have a small home office and/or “work from home” over the internet. These would not be considered to break this clause.

Subsection (iii) states that a property may be only be occupied by a single household. This clause effectively prohibits a property on the park being used as an HMO (House of Multiple Occupancy) or for short term lets such as AirBnB.

4) Parking of commercial vehicles is a problem as some properties have drives clearly behind their building lines whereas many others do not. Also, there is no clear definition of a commercial vehicle. Anyone considering purchasing a property on the Park who may wish to park a van or other work vehicle on the premises is advised to contact the Trustees for advice prior to committing to a purchase. Several purchasers have fallen foul of being told by friends that this covenant was never enforced. The Trustees will enforce this covenant.

Clause 3) on washing is not generally policed though it may need to be enforced in the event of a complaint.

These covenants are intended to maintain the appearance of the Park and enhance the feeling of community. They have been remarkably effective over the years and the vast majority of residents really appreciate the friendly supportive community spirit. It is really important that anyone purchasing a property on the Park embraces the spirit of the covenants and the community that flows from them.

Plot Fees

The community centre and amenity lands cost a considerable amount to run and maintain. The Covenants and Deed of Trust mandate that all Plot Owners on the Park must pay an annual equal contribution to the cost of running the Park.

The fees are payable on 1st October each year to cover the financial year ending 30th September the following year. If the fees are paid in full during October, there is normally a substantial discount from the headline full fee. About 90% of residents take advantage of this discount. A slightly smaller discount is available to those who choose to pay the fees in 10 monthly instalments. Of course, these discounts will be set each year at the OGM and are not guaranteed.

There is an Ordinary General Meeting of the Plot Owners every year (usually in September). The OGM provides an opportunity for Plot Owners to receive reports and question the Trustees and put motions to a vote of Plot Owners for changes they would like to see to the Park. The OGM also elects the Trustees. One of the main items of business is to approve the budget proposed by the Trustees and this includes the Plot Fees for the coming year.

The current Plot Fees (1/10/22 to 30/9/23) are Full fee £940, Early payment rate £799 and Monthly rate £90.00x10 = £900. The proposed fees for the following year will not be available until the OGM papers are sent out sometime during August.

Plot owners who are up to date with their plot fees have free access to the use of all facilities on the Park. Family members who are resident on the Park also have free access. You may each sign in up to 3 of your friends to accompany you as your guests. The squash & tennis courts require booking, but the swimming pool is generally open except when booked by community groups (e.g. adult/children’s swimming classes, water aerobics). The bar is open to all plot owners and guests. The function rooms may be booked by Plot Owners if not already booked by either community groups or other residents. There are many community groups which meet regularly in the clubhouse, including coffee mornings, bridge, Mah Jong, exercise classes, crafts etc. All of these groups are open to all plot owners, their families and guests.

When a property on the Park is sold, the first thing that DPML checks is the current status of plot fees. As the fees are due and payable on 1st October, the fees MUST be paid up to date before the Trustees will sign off on the certificate required to complete the sale. This is most often a problem when the current resident is paying by Standing Order and has only paid say 4 of the 10 required payments. The remaining 6 payments MUST be paid by the vendor to DPML before completion of the sale. It is not possible to transfer the outstanding unpaid monthly

instalments to the purchaser. It is between the vendor and purchaser how they then apportion the fees for the current year between themselves.

Buy to Let

It is Ok to buy a property on the Park as a buy to let but you may only let it to a single household. Both HMOs (House of Multiple Occupancy) or short term lets such as AirBnB are prohibited by the Covenants. You do however need to be very careful about ensuring your tenants abide by the Covenants. There is a companion information sheet available from the office to guide Landlords.

Technical stuff regarding DPML etc (may be required by your solicitor)

DPML is a company limited by guarantee. It is set up under the provisions of the Deed of Trust which sets strict limits on the way DPML is run and limits the powers of the directors.

The Trustees (min 2, max 5) are elected by plot owners (1 vote per plot) and appointed as the sole directors of DPML. It may have seemed more obvious to have given each plot owner a share in DPML, but that is not the way the company was set up. The way it works is that each of the Directors holds a single share which they relinquish on standing down. The Plot Owners are protected by the provisions of the Deed of Trust, which limits the way in which Directors may cast their votes (e.g. may not vote to sell off amenity assets and must vote in accordance with a duly passed motion at a General Meeting). The Deed of Trust also makes it almost impossible to make any change to the company structure and articles as doing so would require at least 321 of the 427 plot holders to vote in favour of the change.

As can be seen from the above, DPML is not a typical commercial management company as found in many more modern estates. We are often asked to complete forms such as FME1 for the purchaser's solicitors/mortgage companies. These forms do not really make much sense in relation to DPML. For example, the fees are set by the Plot Owners at an OGM not by the Trustees (though the Trustees do propose the fees to the meeting). Our best attempt at answering the questions on FME1 is available from the office but should be read in conjunction with this document, the Deed of trust and the Articles of DPML (All available from the office)

A few elements of the Covenant are now functionally redundant. In particular:-

Clause 7 relates to a communal oil tank which supplied all the houses on the Park with oil for central heating. This tank sprang a major leak in the early 1980s and has never been used since. At that time, a gas supply was laid to all the properties on the Park and all boilers were changed from oil to gas burning. The references in Schedule1/part1/para2 and Schedule1/part2/para1 to pipes supplying petroleum products are therefore effectively irrelevant.

Clause 7 also prohibits plot owners from storing fuel oil on the premises. The Trustees do not have the power to vary or waive the covenant and so this prohibition remains in place.

All the roads and footpaths on the Park are adopted by and maintained by Cheshire West and Chester Council.

Fees for transfer of covenants

There is a single fee of £200+VAT payable to DPML by the purchaser (via their solicitor) prior to DPML issuing the certificate of completion which is required for the Land registry before they can transfer the deeds.

The Trustees

October 2021