

Rottingdean Place

Information Handbook for Owners & Residents



June 2023



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1. Introduction

Welcome to Rottingdean Place. This handbook is designed to give you all the information you need to settle in and understand how the Estate works and where you can find out all you need to know to enjoy life on the Estate.

The Estate Office is your main point of contact. It can be found on the ground floor of the Lodge, opposite Block C. It is open 5 days a week, Monday to Friday, you are welcome to pop in at any time during office hours when our Estate Manager will deal with any request, query, or informal complaint you may have. The office opening hours are 8.00 am to 4.00 pm (closed for 1 hour for lunch) Monday to Friday except bank holidays; however, on occasions the office will be locked should the Estate Manager be elsewhere around the site. Outside office hours no staff are on duty.

Please only call the office out of office hours in the event of an emergency and try to ensure that you arrange for your visitors or deliveries arriving at the main gate to call your house or flat number and not the Estate Office.

The contact numbers and email address for the office are:

Office: 01273 307925

Mobile: 07922 424584

Email: rottingdeanplace22@gmail.com

2. General Information

Questions and Answers

WEBSITE

Q. Does Rottingdean Place have a website?

A. Yes: www.rottingdeanplace.com. Residents' password: Rplace1912.

STAFFING

Q. What staff are employed at Rottingdean Place?

A. In addition to the full-time Estate Manager, an Admin Assistant and two cleaners are employed on a part-time basis, and three self-employed gardeners are also contracted on a part-time basis.

ENTRANCE GATES

Q. How does the entry system work?

A. Pressing the button on your blue remote key fob opens the main gates. Please ensure you have your remote with you whenever leaving the Estate.

Q. Can I open the gates from the inside if I am on foot?

A. Yes, on the left-hand pillar there is a small black box, attached to the black door, with a grey button which opens the gates.

Q. How do visitors access the Estate?

A. Visitors press the appropriate button (resident's number or Estate Office) and then "Call" on the entry system to the left of the gates. A picture of the caller will appear on your screen. If you wish to let the caller in, pick up the handset, speak to the caller and press the button to open the gates.

ENTRY TO APARTMENT BLOCKS

Q. What is the "Trades" button by the front doors to the apartment blocks?

A. The "Trades" button allows the front door to be opened without a key or calling an apartment. It is operational every day between 4.30am and 2.00pm.

REFUSE COLLECTION, RECYCLING AND DISPOSAL

Q. What are the arrangements for refuse collection?

A. Dustbins are located by the car wash area. There are recycling bins for glass, paper, plastic, cardboard, and cans. If you have any cardboard or other boxes, please break these down and place them in the correct bins.

Q. Can rubbish be collected from our properties?

A. No, unless agreed with the Estate Manager.

Q. How do I dispose of large items?

A. At least once a year the Estate Manager organises a pickup of larger unwanted items. This does not include asbestos, gas bottles or tyres, but can include microwaves and small electrical items. There is a charge for certain items: fridges (£50), mattresses (£25), televisions (£15). Otherwise, you will need to make your own arrangements for such items. There is a refuse tip/recycling centre off Wilson Avenue near the Racecourse. Large items should not be left out for collection or left in the dustbin area.

SECURITY

Q. What security arrangements are there on the Estate?

A. There are security cameras at the front gates, the entrances to each block, the entrance to the Leisure Centre, the visitors' car park, the Lodge, and the inside of the pedestrian gate.

All residents' vehicle details and registration numbers should be notified to the Estate Manager. Visitors' cards, also available from the Estate Manager, should be displayed behind the windscreens of visitors' cars.

KEYS

Q. Are keys to the facilities or apartment blocks available from the Estate Manager?

A. Yes, keys to the pedestrian gate, Leisure Centre, tennis court and apartment blocks can be obtained from the estate manager for a charge. Zappers for the front gate can also be obtained in the same way.

Q. Can I leave a spare set of keys with anyone?

A. Yes, most residents leave a complete set of keys to their home with the Estate Office. There is no obligation for you to do so, but it can be very useful in emergencies and could minimise the impact of any emergency.

SERVICE CHARGES

Q. When are service charges due?

A. All service charges are due on 1st April and 1st October. If you wish, you may pay the bills in 10 monthly instalments over the year - please contact the Estate Office if you would like to do so.

WATER BILLS

Q. When are the water bills due?

The water meters are read in the first week of May and November.
The invoices are then sent out to owners/residents.

NOTICES

Q. Where can I put up a notice or advertise an event?

A. There is a notice board for residents' use located in the entrance foyer of the Leisure Centre. It is stated in the covenants that no advertisement or notice of any description shall be placed in the windows or on the outside of the walls or external doors of any properties, nor shall anything be displayed from any balconies.

SOCIAL EVENTS

Q. Are there any social events?

A. A number of social events usually take place through the year: Summer party, Bonfire party, and Christmas party. Also, weather permitting, an informal social gathering takes place in the gazebo at every Saturday at noon - any resident is welcome to attend as long as they bring their own tittle.

FIRE ALARMS

Q. When are the fire alarms in the apartment blocks tested?

A. The fire alarms are tested every Wednesday at lunchtime. The alarms will sound for a few seconds.

BUS STOPS & POST BOX

Q. Where are the nearest bus stops and post box?

A. There are two bus stops and a post box just outside the pedestrian gate.

COMPLAINTS PROCEDURE

Q. Is there a complaints procedure?

A. Yes. Informal complaints should be raised directly with the Estate Manager, either in person or by phone or email. Formal complaints should be sent to the Estate Manager by email (rottingdeanplace22@gmail.com) or letter. If your complaint cannot satisfactorily be resolved by the Estate Manager, it will be escalated to the Board of Directors.



3. Use of Facilities

Questions & Answers

LAUNDRY

Q. Where can I do my washing and hang it out to dry?

A. There are two washing machines and two tumble dryers which are available for use during office hours for a small fee. These are situated in the kitchen at the rear of the Estate Office. Please contact the Estate Office if this service is required. Clothes lines are available in the area behind the Estate Office. Clothes should only be left hanging out until they are dry as there is limited drying space.

No laundry should be displayed on any apartment balcony or patio, or in any window or doorway.

CAR CLEANING

Q. Where can I wash my car?

A. Car washing facilities are provided adjacent to the dustbin area. An electricity supply is available for vacuuming, a vacuum cleaner with various attachments is available in the storage locker. No car washing, cleaning, or polishing should be carried out anywhere else on the Estate.

GUEST FLATLET

Q. What is the guest flatlet?

A. It is a self-contained flat, located on the ground floor of the Lodge. It comprises a king size bed and a single bed in a studio room with separate kitchen and bathroom, and free wi-fi. It is available for hire by residents for their visitors. It comfortably sleeps three adults.

Q. How do I book the flatlet?

A. Contact the Estate Office to make a booking. The policy for any bookings for the flatlet is as follows: - **No single booking longer than seven nights.**

Q. What is the cost?

A. The cost is currently £50 per night. The invoice will be sent on the 1st of the following month after your stay.

Q. What is the policy regarding pets and smoking in the flatlet?

A. Sorry, No Pets and No Smoking.

Q. By what time should guests vacate the flatlet?

A. By 8.30am on the day of departure unless otherwise agreed with the Estate Office. Keys should be returned to the Estate Office. Should the change-over occur at the weekend when there are no staff on duty, incoming guests would need to make up the beds (bedding will be in the flatlet).

BOARD ROOM/SOCIAL SPACE

Q. Where is the Board Room?

A. The Board Room is next to the Estate Office on the ground floor of The Lodge.

Q. Can anyone use the Board Room?

A. Residents can book the Board Room for meetings or social events by contacting the Estate Manager who will advise availability. It includes the room itself which has a table that comfortably seats 6-8 (extra chairs can be provided if requested). There is an adjoining kitchen for making tea and coffee, and a toilet. The key for the kitchen back door, which is the entrance that will be used for these purposes, will need to be collected from the Estate Office and then returned afterwards. Use of the Board Room is free for social events involving Rottingdean Place residents while a modest charge is made for other uses.

DEFIBRILLATOR

Q. What is a defibrillator?

A. A defibrillator is a device that gives the heart an electric shock when someone's heart has stopped (cardiac arrest).

You can use a defibrillator on children over one year old and adults.

Ambulances have them on board but using a defibrillator in the minutes before an ambulance arrives can double someone's chances of survival. So it is up to bystanders to quickly find the nearest defibrillator.

You can use a defibrillator with no training. The machine analyses someone's heart rhythm and then uses visual or voice prompts to guide you through each step.

Q. Where is the defibrillator?

A. The defibrillator is installed to the right of the entrance door to the Leisure Centre.

Q. How do I use the defibrillator?

A. The instructions of how to use are all inside the device itself.

The cover **must not be** opened except in a true emergency as it will set off an audible alarm. There are seals on the cover, so it is known if it has been opened.

Q. What should I do if someone has a cardiac arrest?

- First, make sure someone has called for an ambulance and, if the defibrillator isn't immediately available, give CPR until someone can bring it to you.
- As soon as you've got the defibrillator, switch it on. It will immediately start to give you a series of visual and verbal prompts informing you of what you need to do. Follow these prompts until the ambulance arrives or someone with more experience than you takes over.
- Take the pads out of the sealed pack. Remove or cut through any clothing and wipe away any sweat from the chest.
- Remove the backing paper and attach the pads to their chest
- Place the first pad on their upper right side, just below their collarbone as shown on the pad
- Then place the second pad on their left side, just below the armpit. Make sure you position the pad lengthways with the long side in line with the length of the body.
- Once you've done this, the defibrillator will start checking the heart rhythm. Make sure that no-one is touching the person. Continue to follow the voice and/or visual prompts that the machine gives you until help arrives.

4. Use of recreational amenities

Questions & Answers

LEISURE CENTRE

Q. Is there a limit on the number of guests I can invite into the Leisure Centre?

A. Yes, the limit is four guests per residence at any one time. The resident always remains fully responsible for them.

Q. Do I have to book to use the Leisure Centre?

A. The sauna and gym never need to be booked, but there are times (06.00-10.00 and 14.00-18.00) when the swimming pool can only be used by pre-booking hour-long sessions on the website. At all other times, no booking of the pool is necessary.

Q: How do I book the swimming pool?

A: There is an online booking system <https://calendly.com/rottingdeanplace/leisure-centre>

Sessions can be booked up to 10 days in advance. Each household can book up to 3 sessions a week (Monday to Sunday).

Q. Who is responsible for locking up?

A. If you are the last to leave the building, you are responsible for turning out all the lights and locking the door.

Q. Are there any 'do's and don'ts' I should be aware of?

A. Yes, there are rules designed to maintain the quality of the leisure facilities:

- A shoe rack for outdoor shoes is provided in the entrance lobby to help with cleanliness in the leisure centre, there are also blue overshoes provided if you prefer to keep your shoes on.
- Guest book – Please ensure guests using the pool sign in the book provided in the entrance lobby.
- No smoking, consumption of food, or the use of glassware is permitted anywhere within the pool building.
- No equipment should be removed from the fitness room.
- No dinghies, inflatables or balls are to be used in the pool.
- Please put all flotation aids back in the box provided when you have finished using them.

Q. Are there any other safety rules?

A. Yes - children **under the age of 15 MUST** be always supervised by an adult (someone over 18 years) when using the facilities (pool, sauna or gym) in the Leisure Centre. There must be no exceptions to this rule. Anyone not complying with this will be asked to leave the Leisure Centre. Failure to comply with this rule is a breach of the requirements of our insurance.

TENNIS COURT

Q. When can I use the tennis court?

A. The court is available for use between the hours of 8am and 10pm.

Q. Do I need to book the court?

A. Yes, it should be booked in advance on the online booking system –

<https://calendly.com/-tenniscourt/tennis-court>

Only one period of 1 hour should be reserved at any one time per residence.

Q. Can children use the court?

A. Yes, if those under the age of 12 are always accompanied by an adult.

Q. How do I gain access?

A. The same multi-lock key which you have for the Leisure Centre opens the gate to the tennis court.

Q. Should tennis shoes be worn?

A. Yes, it is important to wear suitable tennis shoes to protect the playing surface.

No other shoes should be worn.

Q. How should I leave the tennis net?

A. The net should be slightly lowered after use. This is to reduce the tension on the winding mechanism.

BBQs

Q. Are BBQs available for residents' use?

A. Yes, there are two BBQs in the Orchard (south) and one on the grass bank (north), which are all available for the use of residents.

Q. If I want to use one of the barbecues, do I need to book?

A. Yes, it should be booked in advance on the online booking system.

<https://calendly.com/orchardbbqsouth/bbq-south>

<https://calendly.com/greenbbq/bbq-green-north>

Q. Do I need my own equipment for the barbecue?

A. You will need to provide your own charcoal, tools and cleaning utensils. Rubbish should be cleared away after use, and the areas left in a clean and tidy condition for others.

GAZEBO

Q. Where is the gazebo?

A. It is in the orchard, south of the Leisure Centre.

Q. If I want to use the gazebo, do I need to book?

A. Yes, it should be booked in advance on the online booking system:

<https://calendly.com/gazebo/gazebo>

GOLF DRIVING RANGE

Q. Where is the golf driving range?

A. It is situated to the north of the Burial Ground and is for the use of all residents and their guests. Care should be taken when people are using the pathways nearby.

CHILDREN'S PLAY AREAS

Q. Where should children play in Rottingdean Place?

A. There are plenty of open spaces, away from residents' homes, where children can play. There is a children's play area at the bottom, far east side of the meadow

where there is a large grass area. If children want to ride bicycles or use roller skates, skateboards, etc., they should use the Estate roads with the greatest of care and not the footpaths, where there is hazard to pedestrians.

Q. Are there any specific safety issues I should be aware of?

A. Yes, parents and adults in charge of children should be aware of these safety issues:

- If children are using the Estate roads for their games, they do so at their own risk and should be supervised by a responsible adult wherever possible to minimize the risk of an accident whether to children or to other road users. The management company cannot be held responsible for any resulting damage or injury.
- For their own safety, children should not be allowed to play in the lifts and should be accompanied by an adult when using them.

CROQUET, TABLE TENNIS & BOULES

Q. Where can I find this equipment?

A. A croquet set, the table tennis equipment and the set of boules are located in the black storage box in the poll area. Please return these when you have finished using them.

Q. Where is the table tennis table?

A. This is located on the south side of the Leisure Centre, outside on the patio.
(Summertime Only)

BOOK SWAP

Q. What is the Book Swap?

A. You may help yourself to books and leave unwanted ones in their place.

Q. Where is the Book Swap?

A. The Book Swap is in the bookcase in the Leisure Centre entrance foyer.

5. Important rules and regulations

Questions & Answers

CARS

Speed Limit:

Q. What is the speed limit on the Estate?

A. The speed limit within the Estate is **15 mph**. All residents and their visitors should strictly observe this restriction for the safety of all concerned. Children and garden staff are particularly at risk.

Parking:

Q. Where am I allowed to park my car on the Estate?

A. All residents have either a garage or an underground car parking space, and every effort should be made to put cars away. This will help the car parking for visitors, especially at weekends.

Q. Are there any restrictions on parking in front of the apartments?

A. Yes, important rules apply to parking.

- The roadway in front of the main block is for dropping off and picking up only, and should not be used for parking, as this area may be needed for emergency vehicles.
- When parking in the bays, please ensure the vehicle is facing towards the building to prevent fumes entering any window that may be open.
- Car parking is restricted to 30 minutes for unloading in the small area in front of the Chapel.
- Any car owners who persistently park in the bays in front of the apartments will be asked to move their car to their designated parking space or to the visitors' car park near the Leisure Centre.

Q. What if I have more than one car?

A. Residents with two or more cars should use the walled parking area near the dustbin compound or the visitors' car park in front of the Leisure Centre for their second cars or cars not in use.

Q. Are garages available to rent or buy?

A. Yes, from time-to-time garages or underground parking spaces are available for sale or rent. Please enquire at the Estate Office.

Q. Can I park a commercial vehicle, caravan, or motor home on the Estate?

A. **No.** Only private motor cars (i.e., no caravans, commercial vehicles, mobile homes, trailers, or boats) may be parked on the Estate. The only exception is that the commercial vehicles **of** tradespeople are permitted whilst they carry out their designated work. No vehicle may be parked upon or in any way obstruct any of the driveways on the Estate.

Servicing or Repairs:

Q. Can my vehicle be serviced or repaired on the Estate?

A. No servicing or repairs may be carried out to any vehicle on any part of the Estate except in unavoidable emergency.

OTHER VEHICLES

Q. Are larger vehicles allowed on the Estate?

A. **Delivery and removal vehicles only.**

BUILDING WORKS

Q. Are there any rules about the timing of building works in properties?

A. Yes, except in an emergency, no building or maintenance works can be carried out by anyone anywhere on the Estate before 8am or after 5pm on Mondays to Fridays, before 8am and after 1pm on Saturdays, or at any time on Sundays and public holidays. Residents who arrange for work to be done in their house or apartment must ensure their contractors' working hours are restricted accordingly. When undertaking works, residents should ensure that, so far as possible, the impact on their neighbours is minimised. Also, please let the Estate Manager and your immediate neighbours know in advance if you will be having major works done at your property.

Q. What if a skip is required for building work in my property?

A. A written request must be submitted to the Estate Manager who will determine where the nearest and safest parking space for it will be. The skip should be at the owner's expense and onsite for the minimum time possible, no longer than it takes to remove the waste. Where possible, contractors should be encouraged to dispose of waste on a daily basis.

PUBLIC WAYS AND SERVICE CUPBOARDS

Q. Can I place decorative or other items in the common parts outside my apartment?

A. The single fire escape routes and public ways must be kept sterile and free from any combustibles and obstructions. This includes such personal items as furniture, flammable artificial plants, wardrobes, cupboards, chairs and sofas. Residents may want to add a few personal touches - ceramics are fine, as are live or non-flammable plants and metal & glass furniture so long as they do not cause an obstruction or trip hazard. Upholstered furniture/cushions, etc., are not permitted even if fire rated, as generally furniture is only 'fire resistant' and will still burn and smoke after a period of time.

Q. Can I store anything in the service cupboard for my apartment?

A. All service cupboards, i.e. electrical, water and gas meter cupboards, must be kept completely clear of the storage of any combustible materials (clothing, coats, shoes, blankets, etc.).

MUSIC

Q. Are there any rules about playing music or a musical instrument?

A. Yes, there is an agreement, contained in the covenants, that no musical instrument or electrical or other device shall be played in the grounds of the Estate, nor in any part of the premises, so as to be audible outside the premises. This agreement is designed to help preserve the environment of the Estate.

QUIET AREAS

Q. Are there any designated quiet areas?

A. Yes, the quadrangle is a designated quiet area, and residents should not allow children to use this as a play area. Noise levels should be kept to a reasonable minimum by all and parents or adults in charge of children should bear in mind the peace and comfort of other residents throughout the Estate.

PETS

Q. Are pets allowed on the Estate?

A. There are strict rules about pets:

- Permission in writing from the Board **MUST BE OBTAINED** before bringing any pet onto the Estate and grounds. This rule will be strictly enforced.
- Where permission is granted, dogs must always be kept on leads everywhere with the exception of the Meadow fields to the north of the cemetery.
- Every effort should be made not to allow the dog to foul the footpaths or any other area of the Estate. If they do, then please remove it.
- Pets are not allowed in the Leisure Centre, the tennis court or in the Guest Flatlet.
- **These rules apply to Owners and Tenants.**

SUB-LETTING

Q. Can I let out my property to tenants?

A. Yes, provided the written consent of the Management Company is obtained first on each occasion.

Q. What other provisos are there?

A. There are agreements in the covenants:

- No house or apartment is to be let for a term of less than 3 months. The under-lessee must observe the owner's covenants.
- As applicable to all residents, the house or apartment must be used exclusively as a private dwelling and for occupation by one family only and the parking facility is to be used solely for the parking of private motor cars.
- As applicable to all residents, **no part** of the premises shall be used for business purposes.

OTHER IMPORTANT AGREEMENTS

Q. Are there other agreements I should be aware of?

A. Yes, there are the following covenants:

- No external alterations or additions to any properties under any circumstances.
- No structural alterations are to be made to any part of the premises without the written consent of the Management Company, which consent may be withheld in the interests of the Estate and at the discretion of the Board of the Management Company.

- No sheds, summer houses or similar structures to be erected without the prior written consent of the Management Company
- No flowerpot or other thing shall be placed on the window ledges or the balustrades of the balconies or terraces.

Q. Can I install a satellite dish?

A. Absolutely NOT. Satellite dishes are not allowed on the Estate. Virgin Media provide internet broadband, cable television and landlines to the Estate, and other companies provide broadband and landlines.

6) Rottingdean Place (Management) Ltd

Questions & Answers

Q. What is Rottingdean Place (Management) Ltd?

A. Rottingdean Place (Management) Ltd (**RPML**) is landlord, management company and freehold owner of Rottingdean Place Estate.

All Owners of a freehold house or leasehold apartment at RP are shareholders and there is one share in RPML for each property.

Q. Who are the directors of the company?

The Directors of RPML are elected by the shareholders. Only shareholders can stand for election. There can be up to 7 directors and co-options are possible between elections.

Q. What are the duties of the directors?

It is the duty of the directors to set the operating budget for the Estate Manager to work within.

It is their responsibility to set the individual service charges for each property such that it equals the operating budget.

The directors have a duty to ensure any change to the management of the estate is first agreed by all shareholders.

The directors must authorize payment of all invoices in excess of agreed limits.

Other duties include.

- To obey the articles and objects
- To act fairly towards all members (being Owners)
- To protect company assets and ensure their proper use. This includes not giving away land.
- To exercise reasonable skill, care, and diligence
- To sign the accounts
- To take overall responsibility for ensuring all filings at Companies House are done.
- To set up and run the AGM and any necessary EGM's including votes on appointing auditors.

- To avoid conflict of interest.
- To employ and support the Estate Manager and ensure that the EM is competent in ensuring compliance with all Landlord duties as outlined below.

Landlord duties

The Landlord duties mainly to be performed by the Estate Manager (EM), accountants and perhaps a consultant ARMA professional are:

- To collect, hold and apply service charge monies on trust for the purposes of “Estate Services”, as set out in the covenants in Owners’ title deeds.
- To carry out all Estate Services as defined in the covenants.
- To follow the guidance found in the *RICS “Service Charge Residential Management code and additional advice to landlord, leaseholders and agents”* (<https://www.rics.org/globalassets/rics-website/media/upholding-professional-standards/sector-standards/real-estate/service-charge-residential-management-code-3rd-edition-rics.pdf>). Any departure from the RICS Code will, by law, be viewed adversely by any court, and needs a very strong justification. RPML should aim to comply in all instances. One of the requirements of the Code is to send a copy to every Owner.
- To follow overarching statute (helpfully outlined in the RICS Code) which relates to consultation on larger amounts of expenditure, health and safety, and to allowing inspection of accounts and invoices. (Section 20 of the Landlord and Tenant Act 1985 requires that projects costing over £250 per property, or more than £100 per property for a long-term contract, be approved formally by the shareholders.)
- To ensure compliance with covenants by Owners.

RPML itself, as the freeholder, may make strategic decisions from time to time. Such decisions would be taken after full consultation with Owners and ratified by votes in General Meetings. This kind of decision would include matters like:

- Rules and regulations to apply to the Estate
- Amenities to be provided for residents
- Possible changes to the covenants
- Possible changes to the articles of association

In addition to all of the above information which is designed to help you understand the day-to-day workings of the Estate, there are built into the ownership of the freehold a number of restrictive covenants with which all freeholders and leaseholders must comply. The restrictions and covenants are set out in the next section.

7. Restrictive and other Covenants

REGULATIONS IN SCHEDULE 3 OF TITLE DEEDS

All Owners

1. No part of the premises shall be used for business purposes. (*Note: A company may be registered to an address at Rottingdean Place.*)
2. No musical instrument or electrical or other device for the reproduction of sound shall be played in the grounds of the Estate or the Amenity Areas nor in any part of the Premises so as to be audible outside the Premises
3. No electrical device shall be used in any part of the premises without an effective suppressor fitted
4. Nothing shall be deposited, and no dust shall be thrown, and no mat, carpet or cloth beaten or shaken outside of the premises, nor shall any refuse be deposited save in impermeable sealed sacks in the place designated for that purpose
5. No children shall be permitted to use or play in the amenity areas or any other part of the Estate in any manner which might reasonably be considered an annoyance to the residents of the Estate
6. Save with the prior written consent of RPML (which may be revoked at any time) no live animals, birds or reptiles shall be brought upon or kept at the Premises or any other part of the Estate
7. No advertisement or notice of any description shall be placed in the windows or on the outside of the walls or external doors of the Premises, nor shall anything be displayed from any balconies of the Premises.
8. No flowerpot or other things shall be placed on the window ledges or the balcony or terrace balustrades of the Premises.
9. No employee of RPML shall be privately employed by or on behalf of the owner without the written consent of RPML
10. No vehicle (including caravans, mobile homes, trailers, or boats) shall be parked upon or in any other way permitted to obstruct the driveways in the Estate and save in unavoidable emergency no servicing or repairs shall be carried out to any vehicle on any part of the Estate
11. No car or vehicle washing, valeting, or cleaning shall be carried out on any part of the Estate except in locations designated by RPML.

Additional Regulations for Apartment Owners

1. All floors in the apartment shall be close carpeted or covered by some other satisfactory sound deadening material
2. At all times all the windows of the Apartment shall be suitably curtained. (*Note: blinds or internal shutters are acceptable.*)
3. All reasonable care shall be taken when bringing any articles into the

Apartment to avoid damage to the lifts, entrance halls, passageways, staircases and landings within the Common Parts and the Tenants shall reimburse on demand the cost of making good any such damage

4. No obstruction shall be caused, or any articles of any nature left in the lifts, entrance halls, passageways, staircases, and landings or elsewhere in or on the Common Parts

SERVICE CHARGE COVENANTS OF FREEHOLDERS AND LEASEHOLDERS

1. To pay RPML, every 1st April and 1st October, sums on account of the service charge (being the cost of Estate Services) as RPML reasonably determines
2. To pay RPML, within 14 days of demand, their Specified Proportion of the actual expenditure on Estate Services for which RPML has insufficient funds in hand
3. Within 14 days of receipt of the Auditor's certificate, to pay the balance of the Specified proportion of the service charge
4. To pay interest on demand (at the higher of Nat West Base Lending Rate+4%, and 1.25 x Nat West Base Lending Rate) for any late payments

ADDITIONAL COVENANTS APPLICABLE TO FREEHOLDERS

5. To promptly notify RPML of changes to the person liable for the service charge, paying a fee for registration of £15
6. To pay all costs (including legal fees and Surveyors' fees) incurred by RPML chasing arrears.
7. Not to transfer the freehold, or grant a lease of over 21 years, unless the transferee enters into these same covenants
8. Never to dispose of part only of the Premises (meaning house together with any garage), and on disposal (*of the whole*) to transfer the share in RPML at the same time.

GENERAL COVENANTS ENTERED INTO BY FREEHOLDERS (Schedule 4 of their deeds)

"Made for the benefit and protection of the remainder of the Estate"

1. To Maintain the Premises in good repair
2. Not to make any additions or alterations to the external appearance, this being absolutely prohibited. (*This includes satellite dishes.*)
3. No sheds, summer houses or similar structures to be erected without prior written consent of RPML, together with the prior submission and approval of plans and payment of RPML's reasonable fees.
4. To use the Premises only as a private dwelling house for one family except that the garage shall be used as a garage for private motor cars only.
5. No trade or business to be carried out on the Premises.
6. No commercial vehicle to be parked or garaged on any part of the Premises.
7. No caravan, mobile home, trailer, or boat to be kept in front of the Premises or anywhere else that is visible.
8. No nuisance, annoyance damage or disturbance to RPML, Owners or residents
9. No walls or fences to be erected without RPML's prior written consent, and

no existing trees or shrubs to be removed from the boundaries.

10. To keep the lawn in good condition and to tend existing trees and shrubs, as is required by the local authority. To renew immediately any tree or shrub that dies.

(NB it was part of the development agreement that the gardens backing onto the agricultural land, being gardens of those houses on the East side of RP, should have beech boundary hedges.)

11. No adverts or hoardings to be displayed.

OTHER COVENANTS MADE BY APARTMENT OWNERS

1. To pay outgoings of the Premises
2. To keep the Apartment, its service conduits, and the paved surface of any patio, balcony, or terrace in good repair.
3. To allow RPML access twice a year for inspection, on reasonable notice.
4. To comply with any notice to remedy any breach of covenant. And if not done in a reasonable time, to permit RPML to enter to remedy the breach, the owner paying their costs.
5. Not to under let or assign part only of the Premises save that the parking space or garage may be sublet to another Owner, subject to these covenants.
6. Not to sell the Premises without first obtaining a deed approved by RPML's solicitors, at the Owner's expense, containing covenants by the buyer to comply with these covenants. The RPML share must be transferred with the Premises.
7. Not to underlet the whole Premises for less than 3 months, and only for longer with prior written consent and subject to imposing similar obligations on the under lessee as are imposed by the lease.
8. To notify and register with RPML on any
 - Change in person liable for the service charge
 - Underletting
 - Mortgage
 - To submit such request with evidence a fee of not less than £15.
9. Not to cause nuisance or annoyance to residents, or damage to the buildings.
10. Not to carry out "development" without prior consent
11. Not to make structural alterations without prior written consent. Never to alter the external appearance, being strictly prohibited.
12. To use the Apartment solely as a single-family dwelling and to use the parking space and garage solely for parking private motorcars.
13. To obey the law
14. Not to do anything that might vitiate the buildings insurance or increase premiums.
15. To pay on demand the full costs incidental to every application for consent, whether or not granted.
16. To allow RPML access for the performance of Estate Services, on reasonable notice (save in emergencies)

17. To obey Schedule 3 regulations as reasonably amended from time to time by RPML.

COVENANTS FROM RPML TO OWNERS, AND OTHER OWNER RIGHTS

RPML has promised various services to Owners by way of covenants in their deeds. Service charge monies are held in trust and must not be spent on anything other than the services specified below.

The cost of services which are promised to all Owners will appear in the General Charge.

The cost of services promised only to Apartment Owners will appear in the Flat Charge.

A. Covenants from RPML to all Owners

Being services to be paid from the General Charge

- To keep all structures in the Estate in good repair (other than structures being the sole responsibility of Owners)
- To keep landscaped areas tended, and to keep roadways and passages clean and lit
- To maintain the Burial Ground in a neat and tidy condition (NB the Burial Ground does not belong to RPML - it belongs to a religious order)
- To pay all outgoings for the Amenity Areas and staff premises
- To provide and maintain equipment and furniture reasonably required in staff premises and for leisure and other purposes in the Amenity Area.
- Provide and maintain equipment and materials needed to
 - Provide Estate Services
 - Provide reasonable safety and security for occupiers.
- To insure all buildings other than individual houses and apartment blocks (that insurance comes into the Flat Owners' covenants), and to take out public liability insurance.
- To arrange maintenance and servicing contracts for the Estate
- To do such other acts as are reasonably necessary or desirable
 - For the orderly management and maintenance of Amenity Areas
 - For the enjoyment, convenience and security of residents including providing leisure facilities considered appropriate by RPML
- To employ and/or retain managing agents and surveyors and/or staff as are necessary for performing Estate Services and providing statements and certificates of expenditure.
- To procure that the cost of Estate Services shall be duly audited by professional auditors who shall certify the actual expenditure. And to permit Owners to inspect vouchers and receipts the covenants provide for a fee to be chargeable but this is overridden by statute which says it should be free, although reasonable charges can be made for photocopying.

B. Covenants from RPML to Apartment Owners only

Being services to be paid from the Flat charge as they are services provided to Apartment Owners only.

- To keep the Common Parts and Service Conduits to Buildings in good repair
- When necessary, repaint the Common Parts and exteriors of the apartment doors and frames and windows where they are customarily painted.
- Provide and maintain furniture, soft furnishings, and flora in entrance lobbies and on landings. (*Note: Due to fire regulations, only non-flammable or fire-retardant items can be provided.*)
- Service and maintain the lifts, water tank, water pumping, and all other equipment provided for residents of apartments.
- Keep the Building insured, periodically assessing the rebuild costs to ensure no under insurance, and to apply all insurance monies received to repair, re-instatement, and professional fees.
- Do such other things as are reasonably necessary or desirable for the orderly management and maintenance of the buildings and for the convenience, enjoyment, and security of the residents.

Further covenants in favour of Apartment Owners only:

- The right to quiet enjoyment.
- At the reasonable request of any Apartment Owner, and at his cost, to enforce similar covenants against any other Apartment Owner.
- To ensure that all transfers of freehold interests and all grants of lease are subject to the service charge covenants.

C. Owner rights granted other than by covenant

All Owners are granted the following rights:

- To use the Amenity Areas subject to RPML regulations as made from time to time
- To use the service conduits
- To use the communal bins for the disposal of domestic waste

Apartment Owners have the following additional rights:

- Right to support and shelter from the rest of the buildings
- Right to use the communal TV aerial
- Right to use the audio-visual door entry system.

8. Site Plans



Rottingdean Place Estate

Building Key

- 1 Estate Office
- 2 Leisure Centre
- 3 Underground Car Park
- 4 Quad
- 5 Tennis Court

- A Flats 4 – 10
- B Flats 11 – 15
- C Flats 16 & 17
- D Flats 18 – 23
- E Flats 28 – 36
- F Flats 37 – 42
- Chapel
- Flats 52 – 58 (50851)

Symbol Key

- DR – Dry Riser Location
- FH – Fire Hydrant location
- AP 1 & AP2 – Assembly points
- ★ Salt Bins
- ★ Defibrillator

