

# Bownham Park Rodborough Residents' Association Ltd

## Newsletter September 2011

Dear Residents,

### 1. New Residents

We welcome to Bownham Park:

Mark & Penny Rudge (No. 77 Pourquoi Pas)

And wish them many happy years in Bownham Park

### 2. AGM

My apologies for the delay in providing the minutes of the AGM but this was due to pressure of other work with Julie Britton who I would like thank for all her efforts. These are draft minutes and will be presented for approval at next year's meeting.

### 3. Severn Trent

On 1<sup>st</sup> October Severn Trent will be taking over the responsibility for the sewers and laterals around Bownham Park. This is a tremendous weight off our shoulders and cannot come quick enough. We will have to see how Severn Trent responds to hopefully the rare occasion that we have a problem. Keith and I will monitor the situation.

### 4. Bownham Park School

The process within the Glos. C. C. will be:

- Establish the principle of development
- Submit a planning application to Stroud District Council
- The first application will be for outline planning permission covering the number of properties, footprint, open spaces, drainage etc. before development could take place. This will be followed up by a full planning application but prior to an application a "Talk-in" meeting will be held for all interested parties to air their views. This hopefully will occur late this year or early next year.

Bownham Mead Residents Association has worked hard on this matter ever since the School closed in 2000 and we are liaising closely with them. We will keep you informed as and when we have more information. We are also in contact with Shepherds Well residents.

Attached is a copy of the questionnaire that Bownham Meads Residents' Association sent out to all their residents which I hope you will find of interest plus a copy of the minutes of the meeting we had with with Glos. C. C.

### 5. House improvements.

Many years ago we had a system whereby anyone who wanted to carry out an improvement to their house which could impinge on their neighbour, they showed the drawings to those who might be affected and got them to sign on one copy which was then sent to be agreed by the BPRRA committee. This made sure that there were no surprises when the work was carried out. Could we therefore re-instate this system for future work?

## 6. Covenants

Many questions are asked about the covenants on the properties around Bownham Park and this my understanding of how the covenants came about and why there are differences.

There are no common covenants around the Park but certain general covenants such as rights of access for utility companies, not to build more than one property per plot, tree preservation orders etc. apply throughout the Park. These are known as Section 1 on your deeds.

As many of you know the whole Park was originally owned by a Mr. Roy Buchanan who built and lived in Bownham Park House. Initially he sold plots at the bottom of the Park known as Phase 1 (houses 31-75 odd nos and 18-28 even nos ).

Phase 1 houses generally only had one other covenant than the general covenants, that was to pay towards the upkeep of the roads. This was up to 2.5% of the cost (Nupend and Cedar Cottages were only 1.5%). When BPRRA was formed this percentage was considered part of the subscription and would apply if the association does not have the funds for a major road cost. This additional clause comes under Section 2.

Permission for the sale or modification of any property also had to be obtained from Buchanan's companies Florestan and Wigborough.

When the houses in Phase 2 (77-95 odd nos and 30-50 even nos ) were developed, Buchanan realised that the covenants were not strong enough and he applied other covenants such as no businesses were to be run from Phase 2 properties unless they were by a Solicitor, Surgeon, Physician, Dentist or Architect. Nowadays these categories appear somewhat antiquated but they still apply. These variations also meant that the residents could not "gang up" on him.

Membership of BPRRA was not a mandatory requirement for Phases 1 or 2 but generally residents joined in any case.

When the land for Phase 3 (houses 1-29 odd nos and 4-16 even nos ) was sold by Buchanan, he and ultimately Bovis again imposed more restrictive covenants including:

- Not to erect any building of any kind or change the appearance of any building unless they are in accordance with planning regulations and approved by the transferee (initially Bovis then BPRRA).
- Not to breed, keep or otherwise possess poultry or animals except domestic animals or cage birds.
- Not to erect any notice board, placard or advertisement in or on the property.
- Not to erect, place or use or permit to remain on the property any hut, shed, caravan or other chattel adapted or intended for use as a dwelling.
- Not to carry on or permit or suffer to be carried on in or upon the property any trade or business and to use the same as a single private dwelling house only.
- To apply for membership of the Company and to remain a member for as long as they own the property.
- To pay a fair proportion of the expense of cleaning, maintaining, repairing, and renewing the estate services.

Phase 3 properties theoretically had a common set of covenants as Buchan created a single transfer to Bovis but there were a few Phase 3 properties which had minor variations on the original Phase 3 covenants. Most of these have been regularised as properties have been sold.

On the formation of BPRRA, all covenant responsibilities were vested in our Association and today neither Florestan or Wigborough companies exist.

One interesting covenant in the transfer from Buchanan to BPRRA was “not to carry out works which might lead to the adoption of the estate roads as public highways or to the installation of street lights”.

We therefore have a mixture of covenants around the Park and to get a common set of covenants would be almost impossible. It would require the permission of residents, mortgage companies, BPRRA, Land Registry et al and would be expensive to all and sundry.

All but two of our residents are members of the Association and even those two pay their subscription, the only difference being that they can attend the AGM but cannot vote.

As properties have transferred, sometimes the Land Registry gave new Ground Registry numbers to them. This seems to have occurred in particular when any form of restriction was applied. For example small parcels of land at the front of the properties in Phase 1 were originally retained by Mr. Buchanan in the hope that he could develop the Paddock. This was not allowed under a covenant with Gloucestershire County Council so these strips were then sold to the individual property owners.

At no cost to BPRRA, after many discussions with our solicitor, we have tried to sort out the various covenants around the Park and transfers should go through with the minimum delay as a result of this mutually beneficial work.

The above is a general synopsis of the covenants but as they say, “The devil is in the detail”.

I hope that I have given you some idea of how complicated this is and how we have to carefully consider our responsibilities.

## **7. Telephone list**

Attached is the current telephone list. If there are any errors, please let me know.

Martin Clements  
Secretary BPPRA