



# Covenants

## The Fields, Bacton

31 King Street, Norwich, Norfolk NR1 1PD

[www.samphire-homes.co.uk](http://www.samphire-homes.co.uk)

Part of



## Introduction

As a tenant with Samphire Homes, you will be required to follow the covenants listed in this document. Therefore, it is important that you read, understand and follow the covenants listed in this document, if you have any questions, please use the contact details provided separately.

“Flagship Group” are referred to throughout this document as it is legal owner of the property subject to this tenancy agreement.

## What is a covenant?

A covenant is a legal written agreement/promise that certain activities will or will not be carried out. When Flagship Group purchase a new property from a developer, they are required to give these promises to the developer. These covenants are now standard practise for new build developments and bind anyone living in the property, not just Flagship Group.

There are two types of covenant:

- A restrictive covenant: a promise not to do something (like not parking your vehicles on the road)
- A positive covenant: a promise to do something (like maintaining your garden)

## What happens if a covenant is not followed?

The developer may legally enforce any covenants which have not been followed on Flagship Group.

In the first instance, the developer will send a letter either directly to the address or to Flagship Group to our office address. If you receive a request from the developer we ask that you action the request, and in the event that Flagship Group are contacted we shall reach out to you to ask you to take action.

If there is a serious or continuous breach of covenant, the developer may take legal enforcement action against Flagship Group. This can result in an injunction being issued by the courts to either require:

- the activity which is in breach of a restrictive covenant to be stopped; or
- to carry out an activity required by a positive covenant.

You will note some of the covenants are repeated in your tenancy agreement. The covenants in your tenancy agreement are directly and legally enforceable by Flagship Group and the covenants listed below are legally enforceable by the developer.

## Issues/concerns with covenants

Sometimes a covenant directly impacts your plans for living at the property. If this is the case, please reach

to those noted in the contact details provided separately.

It may be that consent to breach the covenant can be given and we will be happy to assist you with this. It is important to note that it is not within Samphire's/Flagship Group's control whether a consent will be granted, this is a decision for the developer. There may be a fee for obtaining this consent, which will be payable by you.

## The Covenants

- You should not use your property for any business. Working from home is fine, but you cannot turn your property into a shop or a salon for example. Anything that requires customers or visitors to repeatedly visit your property is off-limits. You also may not let your property as a holiday let without the developer's permission.
- You should always check before you make any installations or external changes to your property. Additionally, you may not:
  - build or place any gate, fence, wall or structure on your property;
  - change the colour of your front door or render/cladding until 5 years after you first move into your property;
  - put up any signs or adverts;
  - install any electric garage doors if your property has a garage;
  - place any huts, sheds, caravans or house on wheels on your property;
  - alter the existing driveways, footways and entrance and exit ways until 5 years after you first move into your property;
  - install any EV charging points on your property (without the developer's consent);
  - install any television or radio/aerial or satellite dish on the front or side elevation of your property (without the developer's consent);
  - remove or maim any tree or shrub on your property or do anything to affect the landscaping.
- You may not smoke any cigarettes, cigars or vapes or e-cigarettes or any vaping device outside the front of your property.
- You may not cause a nuisance to any other occupiers on the site. Examples of nuisance is excessive or persistent noise or light, intrusion on other people's land, obstructing external or internal common areas etc.

- You may not keep any animals on your property save for domestic pets and domestic caged birds.
- You may not carry out any repairs or service to any vehicles on your property or on the estate, except for repairs to roadworthy taxed and insured private motor vehicles in your garage or car parking space.
- You must keep your garden from becoming overgrown or untidy.
- You must not obstruct any of the roads.
- You should keep the front of your property in good repair and keep it tidy.
- You must to allow any harmful material or substance enter the sewers.
- Caravans, homes on wheels, huts and sheds motorhomes, boats or other commercial vehicles cannot be parked on your property or any front road leading up to the property. Trade vans which weigh more than 3.5 tons are also prohibited from parking on your property. You may keep a commercial vehicle measures 5306mm L x 1920mm W x 1935mm H on your property.
- Parking spaces marked as visitor's parking spaces are for the temporary parking of one private motor vehicle and should only be used by visitors, resident parking is not permitted.
- You should only place bins outside the front of your property on their collection days.
- You may not put up a washing line out the front of your property.
- There is open space on the estate which is managed by the developer. We will need to keep this area neat and tidy, therefore you should not allow your dogs on to this land without a lead or allow them to foul there. No buildings, structures, signs/adverts, treehouses or swings should be placed on the land, nor should any caravans or motorhomes or boats or other commercial vehicles be parked there. You may not hold any parties or gatherings, any bonfires or barbecues, or play any ball games (outside of the hours indicated by the developer) on the land.

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