

CRESSINGTON PARK ESTATE
PROPRIETORS' GUIDE TO PARK COVENANTS

1. This guide is provided by the Trustees to help Park proprietors understand the main obligations imposed by, and rights enjoyed under the Park covenants of 1851. This is not intended to be a definitive legal guide nor should it be relied upon as such.

2. Anyone buying property in the Park is subject to the covenants, whether they knew of their existence or not when purchasing their property. The covenants "attach to the land"

3. Every proprietor is obliged to comply with the covenants. Also, every proprietor enjoys the benefit of the covenants and can enforce them e.g. to stop over-development of a neighbouring plot in breach of the covenants.

4. When the park was first designed it was divided into 171 plots each of 1000 square yards. The Lodge, roads and Promenade were retained in the possession of the Trustees and to be maintained by plot owners by the annual call (see point 5.4)

5. The covenants that still play an important role in the maintenance of the Park's character are as follows:

5.1 No more than one dwelling shall be built on a plot. This includes converting an existing structure. A stable or outhouse converted for living purposes constitutes a dwelling and must be on its own plot and not shared by another dwelling.

5.2 Every dwelling, stable or outbuilding must be 10 yards back from the road - 8 yards on the Promenade. With the addition of pavements in the 20th century, this measurement MUST be taken from the back of the pavement;

5.3 No business or trade shall be carried on from any plot or building on a plot. This would include activities such as teaching music to visiting students on a regular basis. The Trustees would not seek to prevent residents working from a study at home provided that activity did not give rise to any form of nuisance to other residents.

5.4 Each proprietor shall pay a proportion of the costs of keeping the Lodge, roads, pavements, sea wall in repair and general upkeep of the Park. This annual payment is called the Park Call and is due in October.

5.5 If any proprietor, resident or person employed by them, e.g. building contractors, damages any road pavement or kerbstones the proprietor/resident must repair the damage promptly and if they do not they are legally liable to the Trustees for repair costs. This has particular relevance if your contractor excavates the road or pavement. You must ensure the road is permanently re-instated level with the surrounding surface.

5.6 For the purpose of agreeing the call, there is an annual general meeting of proprietors.

5.7 An extra-ordinary meeting can be held at the instigation of the Trustees or proprietors of 20 or more plots.

5.8 The quorum for any meeting is 10 or more proprietors of 20 or more plots.

5.9 At meetings, should there be any vote, the voting entitlement is as follows: 1 plot receives 1 vote, 2-5 plots receive 2 votes. In the case of jointly owned plots 1 vote only per plot is provided.

5.10 Should there be a vacancy in the number of Trustees, a new Trustee can be appointed at a meeting of proprietors. A Trustee must be a proprietor in the Park. There should be a minimum of 4 Trustees at all times.

6. It is important for proprietors to appreciate that the covenants impose obligations separate and distinct from planning legislation. A granting of planning permission for any building works on a plot does not over-rule or otherwise affect the validity of the covenants. If the development constitutes a breach of covenant, planning permission does not validate the work. The covenants provide further protection to the Park's character over and above that afforded by planning control.

The Trustees are not responsible for pursuing any actions involving a breach of covenant. The Trustees will advise proprietors if they feel a breach has occurred. Breaches can only be pursued and actions brought by individual owners.

We hope this guidance note is of use. If further information is required please contact –

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