

Explaining Restrictive Covenants

Fuller Way, Wootton

Lifestone are delighted to welcome you to your new home at Fuller Way. This document has been prepared to help you understand some important rules that apply to all homes within the estate, known as Restrictive Covenants. These apply to all residents on the estate, and compliance with them is a condition of your tenancy agreement.

These covenants have been put in place by the developer, Blakeney Estates, to help keep the estate safe, attractive, and enjoyable for everyone who lives here. They set out certain things that all residents can and cannot do with their homes. By following these covenants, every resident helps to protect the overall quality and value of the estate. This guide explains the main points in simpler terms, so you know what is expected and who to contact if you have any questions.

The left column below sets out the exact wording of each covenant. We recognise that this has been written by legal teams, and understanding the intention of the wording may not be easy. The right column is a separate, simpler summary of this.

Where there are references to getting permission for certain changes, these requests will need to be made to the Lifestone Property Permissions team.

Please take a few minutes to read through this information carefully. It will help ensure that your home and community remain a pleasant place to live for years to come.

Full covenant	Simple explanation (what it means for you)
(a) Not to use the Property for any purpose other than for one single private dwelling other than for the use as one single residential dwelling or residential dwellings or carry on any trade or business at the Property save that such clause does not prevent office home working or the use of the Property for the purposes of a registered provider of affordable housing;	Your home must be used only as one private residence. You can work from home, but you cannot run a business from it or split it into multiple homes.
(b) Not to use the Property for any noisy, offensive, illegal or immoral purpose provided that the use of the Property for the purposes of a registered provider of affordable housing will not be deemed to be a breach of this clause;	Do not do anything illegal, noisy, or offensive on your property. Keep activities appropriate for a residential area.
(c) Not to do anything at the Property that would cause loss, damage, injury, nuisance, annoyance, disturbance or inconvenience to the Transferor or the owners or occupiers of any neighbouring property or to any other person entitled to the Rights in common with the Transferee provided that the use of the Property for the purposes of a registered provider of affordable housing will not be deemed to be a breach of this clause;	Be considerate — do not cause disturbance, damage, or nuisance to neighbours or anyone else on the estate.
(d) Not to allow to pass into the Service Media serving the Property any noxious or deleterious effluent or other substance which may obstruct or damage them or any other neighbouring property;	Do not pour harmful substances or anything that could block or damage the drains or pipes. This would include things like used cooking oil, wet wipes, or nappies.
(e) Not to park caravans, mobile homes, lorries, derelict vehicles or trade vehicles (except trade vehicles in the course of delivering goods to or supplying services to the Property) on the external areas of the Property or on any other part of the Estate;	Only park normal cars and visitor vehicles. Do not leave caravans, work vans, or large vehicles parked on your drive or around the estate.
(f) Not to put any sign, plate, writing or drawing of any kind on any part of the exterior of the Property or in any window so as to be seen from the outside other than: (i) a sign exhibiting the name or the number of the Property not exceeding 30cm x 20cm; and (ii) the customary “For Sale” or “To Let” signs on the Property but only after the sales office on the Estate has permanently closed;	You can put up your house name or number within the size. No other advertising, drawings or signs are allowed to be put in windows or on the outside of the home which anyone else can see from outside.

Full covenant	Simple explanation (what it means for you)
(g) Not to fix more than one satellite dish being no greater than 100cm in diameter on the Property;	You can install one satellite dish, up to 1 metre wide. No additional or oversized dishes are permitted.
(h) Not to cut down, damage, neglect or remove any existing tree or hedge on the Property or any other plant planted pursuant to the requirements of the local planning authority;	Do not remove, damage, or neglect trees or hedges that are required for planning or landscaping. Keep them maintained.
(i) Not to keep any animal or bird on the Property other than domestic pets;	You can keep normal household pets like cats or dogs, but no livestock or exotic animals.
(j) Not within 3 years of the date of this transfer to alter or otherwise change in any way whatsoever the surface appearance, material or colour of any external surface of any building erected on the Property, or change the exterior colour scheme of any such building except with the prior written consent of the Transferor;	For the first three years, do not change the outside look of your home (colour, materials, finishes) without written approval.
(k) Not within 3 years of the date of this transfer to erect or construct any building or other structure whatsoever whether temporary or permanent on the Property without the prior consent in writing of the Transferor (such consent not to be unreasonably withheld or delayed) and if required any Relevant Authority Provided that the construction of any reasonable sized sheds greenhouses or children's play equipment shall not require Transferor's consent;	You need written consent to build anything new (like extensions or outbuildings) within the first three years, except small sheds or play equipment which are allowed.
(l) Not to do or permit or suffer to be done upon the Property or the Estate any act or things which: (i) may impede the adoption or the vesting in the Relevant Authority of the Estate Sewers or the Service Media (or any part of them) which is or are intended to be so adopted or vested; or (ii) may result in loss or damage to or interference with the Estate Road, Estate Sewers, Service Media or Open Spaces within the Property which may be or become maintainable at public expense or which is used jointly with the Transferor or with the owners or occupiers of the Estate;	Do not do anything that could damage, block, or interfere with estate roads, drains, pipes, or open spaces — these may become public or shared areas.

Full covenant	Simple explanation (what it means for you)
(m) Not without the prior written consent of the Relevant Authority to cultivate erect or place or suffer to be erected or placed any structure or other thing on or over the Service Media;	Do not build or place anything over underground pipes, drains, or cables without permission.
(n) Not to obstruct the use of the Estate Road (save as permitted in the Visitor Parking Spaces thereon in accordance with the terms of this transfer);	Keep estate roads clear for vehicles and pedestrians. Only use visitor parking spaces as intended.
(o) Not to obstruct the use of the Open Spaces.	Keep shared green and open spaces clear and accessible for all residents.