Approval of Alterations 09/10/2020

Purpose
This is a guidance document used by CARA council members in the approval process of alterations to premises. It is ad hoc and is not part of, or in any way qualifies, the covenants within the individual transfer deed. All alterations must comply with the Covenants and the requirements of the local planning authority. Legal and local authority compliance is the responsibility of the home owner.
(Some of the content of this guideline is based on the Alterations, background information document at Appendix 1 and Alteration Covenant at Appendix 2)

General:
The question for CARA Council is what does the following Property Transfer covenant require from them?
“Not to make any alterations in or to the Premises without the approval in writing of the Vendor to the plans and specifications thereof and to make such alterations only in accordance with such plans and specifications when approved and with such permissions, regulations and conditions as may be applicable by law thereto first obtained.”
Now this covenant is for the owner to follow not CARA Council as the Vendor. The Council has to provide “approval in writing to the plans and specifications”.
They have to check that the value and enjoyment of the land is not impacted by an alteration.

Principals
i) Consider the related Covenants.
ii) The needs of the individual should be balanced against the needs of the community.
iii) The council should endeavour to be fair and approve applications.
iv) The council should endeavour to reply to requests within two weeks.

Process
i) The owner provides plans and specifications of an intended alteration.
ii) CARA council will consider the impact of the alteration on the development (see impact assessment).
iii) If impact is not significant the alteration is approved by CARA council.

Definitions
Unless otherwise stated the definitions are the same as in the property transfer deed.

Impact Assessment
CARA council will use the following to assess the impact of an intended alteration:
- Precedent
- Compliance with the Covenants, particularly Covenants 4,6,7 and 13
- Custom and practice
- Visual appearance
- Noise
- Vehicles
- Value and enjoyment of the development
As well as the above, CARA Council will consider all applications as follows: Any alterations restricted to within the house and not visible at ground level outside the house should be approved. There could be external changes that are allowed for a limited period, such as ones to assist invalid access to the garden for an owner who has become infirm while a resident. Anything which may be or become a nuisance or annoyance, or cause damage or inconvenience, to the Vendor (CARA) or
the Owner or occupier of any other house should not be allowed (see Covenant 7). If an alteration results in changes that are clearly visible from outside the house, is the change such that it detracts significantly from the overall value and enjoyment of the development? If so, the application will be refused.

Requirements:
The owner must comply with legal requirements e.g. Planning Permission and if there are structural alterations they may also need the services of a structural engineer to submit calculations for Building Regulations approval; these are the responsibility of the home owner. Copies of approvals should be provided to the CARA Council.
The exterior needs to be carefully designed with the use of matching or similar materials for walls, roof, windows and doors.

Types of work:
The following have been accepted:
- Addition of an outlet for ventilation from a kitchen or bathroom.
- Half steps to rear in front of French window (matching materials).
- The removal of internal walls to open up rooms on the ground floor some with removal of weight bearing walls.
- Addition of cat flaps to lower door or garage.
- Provision of a hand rail from French windows to back patio.
- Addition of a window to a garage.

The following were not accepted:
- The addition of a conservatory
- A change in the tiles to the front steps, replacements must be similar. An exception was made for a detached house when a tile which matched their other steps and patio was accepted.

CARA Council response, example:
CARA Council having seen plans and specifications regarding the proposed alteration cannot find any significant impact to the value and enjoyment of the Cerne Abbas land and properties and so approve in principle this alteration given that no alteration is made until permissions, regulations and conditions applicable by law as thereto first obtained.

Additional comment:
You can engage workmen to carry out repairs and general maintenance to the premises but if the work they are engaged for involves: a) structural alteration b) demolition or partial demolition c) compromising of the security protections to the premises d) closure of the buildings or the occupant being required to vacate them, you must provide the Cerne Abbas group insurers with full details, and obtain their agreement, before work is commenced.

Appendix 1, Alterations, background information 18/11/2014

The notes below are to provide a flavour of how respected authorities deal with property alterations when there are restrictions. Most comes from English heritage and although we are not “Graded” the guidance is helpful. We can use this to inform us on making a decision to approve an alteration.
As a community it makes sense to have guidance for certain key items. I would expect these to be fair to all and therefore not too specific to an individual’s ideal or a particular prejudice. There are words and phrases in the following that we may wish to adopt.

**English heritage**

They list types of work, examples are:
- Extend my house
- Alter a door
- Renew my roof
- Convert my loft
- Change the internal layout
- Put in a new bathroom
- Update my kitchen
- Change my fireplace
- Redecorate my house
- Positioning of satellite dish

We recommend that additions, alterations and repairs to historic buildings are capable of being reversed. This will minimize the impact of your work on historic material and will ensure the original plan, form or appearance of the building isn’t lost forever.

No material remains in perfect condition, and even the most durable material will need repair. We recommend that additions, alterations and repairs to historic buildings are capable of being reversed.

The emphasis is squarely on balancing the needs of the home-owner with the historic significance of the building so any changes are sympathetic to both parties.

Find out how you can generate your own energy in older buildings, from solar panels and small wind turbines to ground source heat pumps.

The exterior needs to be carefully designed. You should expect to use matching or complementary materials for walls and roof. However, cleverly chosen contrasting materials in a modern design may work well for some buildings, where the extension can then be clearly ‘read’ as different to the old house. But the effect should not be so different that the extension is more prominent than the main building. A satellite dish should not be visible from the roadway.

It is important to choose sympathetic styles for any new doors or windows.

A new extension should not dominate an historic building; this usually means it should be lower and smaller. Some small buildings such as lodges and cottages can easily be swamped by an extension, unless very carefully designed. There is no rule on the ideal percentage increase in size: it all depends on the size, character and setting of your house. There will still be some cases where a new extension will not be possible.

Some windows do not contribute to the historic interest of your house and may even spoil its appearance. You could consider replacing them with ones that match the historic design of the property.

It may be possible to remove internal walls to make larger rooms or to divide a large room to make smaller spaces. But this will very much depend on the importance of the wall or room. In most cases - and usually in listed buildings - you will be expected to keep old walls, or at least enough to show where they were.

If there are structural alterations you may also need the services of a structural engineer to submit calculations for Building Regulations approval.

The aim should be to keep alterations to the outside of the roof to a minimum.

Norwich City Council

Leaseholders need permission for any addition or change to the structure of the property including:
- internal wall removal
• aerials or satellite dishes
• doors and windows (see below)
• vents in external walls.

All occupiers pay towards costs of repairs. Norwich City Council, as freeholder, is responsible for the upkeep and repair of the building, and all leaseholders are responsible for paying the cost of these repairs (or a proportion of the costs for repairs to the block) in accordance with the terms of their lease. We consult beforehand for major works so that you have the opportunity to comment on the work and review the estimated costs. The relevant costs will then be recovered from you after the work has been completed. If you are consulted for this work and would like to consider doing it yourself, please contact the home ownership team during the consultation period. Terms and conditions would apply.

GOV UK building regs’
Building regulations contain the rules for building work in new and altered buildings to make them safe and accessible and limit waste and environmental damage. Building practices, technology and construction techniques are constantly evolving. We need to make sure that building regulations are fair, efficient, up to date and effective.

Some examples of work that you DO NOT need to tell a Building Control Body about but you can still use a Competent Person Scheme registered installer.
• most repairs, replacements and maintenance work (except replacements of combustion appliances, oil tanks, electrical fuse boxes or glazing units, which do need to be notified)
• additional power points or lighting points or any other alterations to existing electrical circuits (except around baths and showers)
• like-for-like replacements of baths, toilets, basins or sinks

Poole Building Control
Information for home owners: If you are considering alterations to your property, ranging from putting a new doorway in, knocking down a wall, or building an extension onto your house you will need to make an application to us.

Fenland District Council
Do I need approval to carry out repairs to my house. Generally no, if the repairs are of a minor nature and you are replacing like for like, but see also 4 above, for certain works that may need approval.

Chiltern Dis’ Council
You need building regulations approval if the alterations are of a structural nature (e.g. the removal of a load bearing wall) or if they affect fire safety (e.g. changed layouts). Generally, if the alteration involves the insertion of a beam or lintel or will affect the stability of the building then the alteration is a structural one.

Appendix 2, Alterations Covenant 13/08/20
Extracts from Ison Harrison solicitors https://www.isonharrison.co.uk/blog/covenants-on-a-property-explained/
The following is copied from the website:
A restrictive covenant limits or prevents the use of land in a specified way to the benefit of other land. Restrictive covenants are said to run with the land.
The covenant imposed on one parcel of land must actually benefit the other land by protecting its value or enjoyment at the current time (not just at the time the covenant was created). Restrictive Covenants might be used in circumstances such as:

- Not allowing a house to be used for business purposes.
- Not allowing non domestic animals to be kept on the property e.g. Chickens, pigs etc.
- Not allowing building on land without consent of the party who has the benefit of the covenant.

These covenants are in place so that owners cannot make certain changes to the appearance of their home, to prevent devaluation of the site as a whole. They are imposed by the owner of land when it is sold, usually where the seller owns other land in the immediate vicinity and so wants to retain some control for the sake of this other land.

So CARA Council represent the owners and our goal is to protect the value and enjoyment of the estate. (As you know, CARA means all owners and so any claim would come from them.)

Our question is what does the following Property Transfer covenant require from CARA Council?

Not to make any alterations in or to the Premises without the approval in writing of the Vendor to the plans and specifications thereof and to make such alterations only in accordance with such plans and specifications when approved and with such permissions, regulations and conditions as may be applicable by law thereto first obtained.

Now this covenant is for the owner to follow not us. CARA Council are the Vendor. We have to provide approval in writing to the plans and specifications.

We have to check that the value and enjoyment is not impacted.

Collecting these items together we find that the key words for us to use in our written approval are:

CARA Council having seen plans and specifications regarding the proposed alteration cannot find any significant impact to the value and enjoyment of the Cerne Abbas land and properties and so approve in principle this alteration given that no alteration is made until permissions, regulations and conditions applicable by law as thereto first obtained.

Appendix 3 Group Insurance — CARA 06/10/20

The following is an extract from the Group Buildings Insurance for Cerne Abbas from August 2020.

9. Workmen: You can engage workmen to carry out repairs and general maintenance to the premises but if the work they are engaged for or are required to do involves: a) structural alteration b) demolition or partial demolition c) compromising of the security protections to the premises that you have told us about and which we require as a condition of your insurance d) closure of the buildings or the occupant being required to vacate them, you must provide us with full details, and obtain our agreement, before work is commenced and we may advise you of restrictions to be imposed or the additional terms we require in order for cover to continue.