

The Regulations

1. Continue with the site-wide four yearly painting of all exterior paintwork, including all metalwork, to be charged (as at present) within the annual maintenance charge.
2. Comply with the Schedule VII – Vendor’s Covenant requirement *“To keep the roofs, foundations, and all exterior parts of the houses in good repair and condition and properly to paint or otherwise decorate the exterior parts thereof usually painted or decorated and to point and repair the brickwork and stonework when necessary and (in the case of painting) not less frequently than every four years.”* by undertaking a periodic Managing Agent external survey inspection of all properties, to establish their general maintenance condition and to identify any apparent problems requiring more detailed examination and possible rectification. Owners would be required to arrange for convenient access to their properties, if necessary, by the Managing Agent’s inspectors in order to undertake such surveys. The cost of the expanded general management responsibilities of the Managing Agent for this service would be included within the existing CARA annual service charge. This will be over and above the standard quarterly property inspection requirement already contained within the current Management Agreement with Nettleship Sawyer.
3. If Owners or CARA (acting through the Managing Agent) consider it advisable or necessary, additional internal and/or external surveys may be required to establish the maintenance condition of roofs, foundations, internal structure and brickwork and stonework of their individual properties. All such additional surveys, inspections and repair work requested through the Managing Agent would be paid for in advance and in full to the Managing Agent by the Owners requesting them. No work would be undertaken on any property until the relevant advance payment had been received.
4. Alternatively, Owners may choose to commission their own additional surveys and repair work from other providers. However this would not release Owners from the requirement to provide information and/or access to the Managing Agent to ensure that any such works are properly designed and executed. Any such additional inspection required by the Managing Agent would be charged to the relevant Owners.

5. The additional tasks and processes to be performed by the Managing Agent would be defined in detail, and amended as necessary in the light of experience, to minimize involvement of the CARA Directors to general oversight of the Managing Agent and approval of any major repair and maintenance tasks. It is not intended that the CARA Directors will be involved in negotiations over individual survey inspections and repair work, other than if involved in their capacity as individual Owners.

6. The maintenance of uniformity of external appearance of the elevations of private properties would be achieved, as under the existing Schedule VI – Purchaser’s Covenants Nos. 3 to 7 inclusive, by requiring that Owners request approval before undertaking alterations to the exterior of their premises which could alter its appearance. Any such requests would be submitted to the CARA Directors who would notify their decision to the Owner, copied to the Managing Agent. Decisions may be appealed to the CARA Directors in the first instance and, if necessary, subsequently to an independent adjudicator whose decision would be final.