

Melton Park Management Company

Newsletter November 2020

Former Bowling Green and CSA (Community Scheme Association) Activities

MPMC shareholders will be aware that the former bowling green site (off Garrod Approach) is subject to a Section 106 Notice, that Hopkins Homes Ltd are keen to build 3 houses on this site and to provide an entrance to the woodland from the lane leading to the former bowling green. The CSA has been engaged in registering the site as an asset of community value. More information on Assets of Community Value and the right to bid can be found on the following website: <https://www.eastsuffolk.gov.uk/community/community-rights/community-right-to-bid/how-the-right-to-bid-works/>

Community Scheme Association Activities

In October 2020 the CSA (Community Scheme Association) sent MPMC a copy of their Newsletter, which had previously been circulated to the CSA members. As there are a number of MPMC Shareholders who are not members of the CSA and therefore do not receive the CSA Newsletters, we have summarised the CSA aspirations for the former bowling green and activity to date:

- The CSA has successfully obtained a listing of the former bowling green as an “Asset of Community Value”, which gives the CSA the “right to bid” for the purchase of the land in the event that Hopkins Homes Ltd (HHL) put the site up for sale.
- This listing has since been appealed by HHL. This appeal is due to be heard in November. It is hoped that the results of the appeal will be known before Christmas.
- The CSA propose that the former bowling green site be used to provide a practice area for junior cricketers and footballers to develop their skills, a Boule Court, Outdoor Table Tennis Facilities and a Community Orchard. The CSA believes that funding would be available for this development from Local Authorities, Sporting Bodies, Environmental Pressure Groups and Horticultural Interest Groups as well as local companies. This facility would then be made available for the wider community to use, beyond that of the Melton Park residents, thereby helping to fill a recreational gap for young people from the wider community area.

Hopkins Homes Ltd (HHL)

The CSA also circulated a letter written by HHL to the Melton Parish Council outlining HHL’s aspirations to:

- Develop the bowling green and build three residential dwellings.
- HHL’s likely relocation of their head office from Melton Park to Bury St Edmunds and their plan to return the current head office site to residential use.
- HHL’s commitment to sell the land to the club, that St. Audry’s Sports and Social Club currently lease off HHL.
- Seek planning permission to convert the church (Calder Road) for residential use.
- Make a contribution to the proposed MPMC memorial garden (the former playground off Calder Road).
- To gift the open landscaped area behind the HHL offices to the MPMC shareholders when HHL leave the site.

For more general information regarding MPMC Ltd see our website: www.mpmcl.co.uk

Melton Park Management Company

Newsletter November 2020

It seems that HHL view the above as a package, rather than a piecemeal approach. The timeline against this is uncertain at the moment, particularly as the coronavirus pandemic has had an affect on strategy for many businesses, clubs and local authorities in the country.

MPMC Service Charge 2021-22

The service charge becomes due on 1st February 2021 and invoices will be sent out accordingly. We implore you all to pay in a timely fashion (most of you do), but each year there are few shareholders who habitually pay late, Directors then have to spend time and money in chasing payment from these individuals. As we mentioned in the last Newsletter, the service charge for next year will remain at the £375.00. When you submit your payment, please make it clear which property the payment pertains to, by clearly indicating the property number shown on the invoice.

MPMC Annual General Meeting 2019-2020

As we reported in the last Newsletter, the Directors took the decision to postpone the AGM due to Government Coronavirus restrictions. With the latest lock-down, there is no visibility on when large groups of people will be allowed to meet in order for us to conduct a physical AGM. We will continue to monitor Government guidelines and will schedule a physical AGM as soon as we are able to do so.

Garden Waste Dumping

There are still instances of individual house owners dumping their garden green waste into the woodland. This is unfair and antisocial, as we then have to spend your money on clearing the waste. If residents have difficulty taking their green waste to the local recycling centre, there are contractors who are able to dispose of such waste at an appropriate fee level.

Board of Directors Vacancies

The Board is always pleased to welcome shareholders who wish to assist in the work of maintaining our shared facilities and the pleasant environment of our development. We currently have two vacancies, one for the position of Company Secretary (and Director) and one other Director. Applicants must submit a written nomination which should include a brief resume of their experience and reasons for seeking nomination. Shareholders should note that this is voluntary and unpaid work but that the duties and responsibilities of directors, as defined by the Companies Act 2006, still pertain to all directors whether paid or unpaid. Nomination forms may be obtained from the Company Secretary, Alan Murray.

e-mail: alanmurraympmc@gmail.com

Woodland Update

The autumn is always a busy time of year in the woods, clearing brambles, coppicing hazel, felling dead and dying trees, and keeping the footpaths usable. Some of the current work has been specified by this year's health and safety survey, completed for us by a new contractor, arboricultural consultant Alice Martin. Her very thorough report reinforces our anxieties about the prevalence of ash dieback in Hospital Grove. She writes:

"The most striking finding from the survey relates to the prevalence of ash dieback in the woodlands and its effect on the population of ash trees of all ages. Few ash trees remain in prime health and of the nineteen maturing and mature trees recorded, eleven were in such a poor state that felling or heavy reduction has been recommended. Forty-two younger (mainly pole stage) trees located within falling distance of footpaths, were recorded as either dead or in such poor condition that felling is recommended."

For more general information regarding MPMC Ltd see our website: www.mpmcl.co.uk

Melton Park Management Company

Newsletter November 2020

The rapidity of the inroads made by the disease is seen by the contrast with Hayden's 2017 survey which covered the same area but found only two mature ash trees needing to be felled and no mention of ash dieback as a concern.

Each year we try to direct resources to particular areas of the woodland so that management takes place on a 10 to 12 year rotation. This autumn our woodsman Jason Roberts has been working in the south east corner of Hospital Grove, an area we have rather neglected over the years, which has a high proportion of ash. The clearing he has created between the footpath and Notcutts' land has revealed several young oak, beech and field maples which were being smothered by the mainly ash canopy, which will now have a better chance to thrive. We will also be able to do some new planting here.

This autumn has also seen a relatively new innovation; parties of up to 6 volunteers spending a couple of hours a week doing routine jobs such as clearing brambles and coppicing hazel. There are still people in the area who remember work parties of hospital patients regularly doing this kind of work, so in a way we are keeping up the tradition! I currently have a list of about a dozen people who have already participated in this work but if you would like to join them do drop me a note (rogerharrison523@icloud.com).

The Management Plan we commissioned from New Woods Forestry has been approved by the Forestry Commission and we have received a grant from them towards our costs. The Plan is on the MPMC website, but we are unable to make a start on its recommendations before it has been discussed and agreed by residents at an AGM. In the meantime, do have a look at the Plan and I would be interested to hear any responses.

Covenants governing Landscaped Open Spaces and individual freehold properties.

The Management Company would like to take this opportunity to remind residents of the legal covenants which restrict certain activities on our Landscaped Open Spaces (which includes most of our roadways) and others that relate directly to properties. Melton Park is a unique environment. Our annual service charge underpins the high level of maintenance across the estate and the covenants, agreed and signed by owner occupiers during the conveyancing of their property, contribute further to the quality of the neighbourhood we all enjoy. The covenants, often referred to as 'Restrictive Covenants' cover a broad range of issues and should also be made known to those occupying tenanted properties by the property owners and/or agents.

For example, those relating to Landscaped Open Spaces, prevent the parking of vehicles on grassed areas, discourage ball games and intrusive play which cause annoyance to residents and seek to keep dogs on leads and avoid fouling. Those relating to resident's properties prevent removal of trees, shrubs and hedging planted as part of the estate's original landscaping, visible parking of caravans, boats and trailers to the front of homes and the siting of satellite dishes. There have been recent breaches on these and similar restrictions on which the Management Company has needed to intervene and offer the appropriate advice.

A definitive list of the covenants will be included with an owner's Title Deeds but for ease of reference a full list of the restrictive provisions is appended below. The Management Company can provide guidance on these matters and if any resident needs advice, please contact the Company Secretary.

Melton Park Management Company

Newsletter November 2020

Property Covenant Restrictions:

(a) Not to use or permit to be used any building erected or hereafter to be erected on any part of the property for the purpose of any manufacture or trade of any description or for any purpose other than as a dwelling house.(b) Not to do or permit to be done on or about the property or any part thereof any act or thing which may be cause or become a nuisance damage or annoyance to the Transferor or its successors in title the owners or occupiers of the adjoining land and premises

(c) Not to use any garage (if any) erected on the property or permit the same to be used for any purpose other than as a private garage

(d) Not to breed at the property any animal bird or livestock and not to keep or otherwise possess at the property any animal bird or livestock other than the usual domestic pets

(e) Not (in addition to the dwelling house and garage or associated structure if any already erected or in course of erection on the property) to erect any garage or permanent building not to make any alteration or additions to the exterior elevation of the dwelling house and garage nor to place or permit to be upon the property or any part thereof any temporary erection or structure of any kind including a caravan or hut (but excluding a greenhouse or garden shed of sound design and construction not exceeding 10 feet in length by 6 feet in width) unless or until a plan showing the proposal shall have been previously submitted to and approved by the Transferor

(f) From the date of the erection by the Transferor of the fences on such (if any) of the boundaries of the Property as are marked "T" within the boundary on the plan the Transferee shall forever thereafter maintain the same or good and sufficient fences or walls of the same or a superior character in place thereof and shall not allow the same to fall into disrepair or exist otherwise than as aforesaid (any fences not so marked and which divide the Property from the Transferor's adjoining property to be deemed party fences within the ambit of Clause 3 of the Third Schedule hereto)

(g) Not to damage or harm in any way any tree or shrub planted on the Property in accordance with any tree planting or landscaping scheme but to maintain the same in a sound and proper condition

(h) Not to allow or permit the front garden of the Property to become unkempt or untidy but at all times hereafter to keep and preserve the same in such state and condition as shall in the opinion of the Transferor or its surveyor to be in keeping with the general layout and character of the Transferor's Estate and in particular (but without prejudice to the generality of the foregoing) not to place erect or grow any fence wall or hedge between the front wall of the dwelling erected on the property and the road or footpath upon which it abuts or (in the case of corner plots) between the flank screen wall or fence erected on the said land and the adjoining road or footpaths other than those already placed erected or grown on the Property by the Transferor or shown on the Transferor's landscaping scheme as intended to be placed erected or grown on the Property

(i) Not to place any caravan boat lorry or trailer or other similar vehicle on the front garden or flank open space of the Property

(j) No advertisement board or hoarding shall be erected on the Property and no advertisement shall be displayed other than a board of the usual size and description announcing the premises are to be sold or let but not before two years from the date of this deed

Melton Park Management Company

Newsletter November 2020

(k) To observe and perform all conditions contained in any Planning Permission affecting the Property

(l) Not to park vehicles upon or otherwise obstruct any of the private drives coloured yellow (if any) or the footpaths coloured brown (if any) on the Plan(m) Not to execute a transfer of the Property without obtaining simultaneously to such transfer the execution of the intending transferee of a Deed of Covenant between the intending transferee and the Management Company in the terms of the Deed of Covenant set out in the Fifth Schedule hereto

(n) Not to place or erect on the front elevation or gable end of the dwelling house erected on the Property (or any garage constructed in connection therewith) or on any garden area to the front or side of the Property any Television or Radio Aerial or Satellite Dish or other similar structure unless the size type and positioning thereof shall have been agreed in writing with the Transferor.

Covenants on Landscaped Open Spaces

(a) Not to permit to be done on the Landscaped Open Spaces or any part thereof any act or thing which may cause or become a nuisance, damage or annoyance to the Transferor or his successors in title the owners or occupiers of the transferor's adjoining land and premises

(b) Not to allow animals birds or reptiles upon the Landscaped Open Spaces other than the usual domestic pets

(c) To keep all dogs on leads whilst on the Landscaped Open Spaces and not to allow fouling of the Landscaped Open Spaces

(d) Not to erect or allow to be erected any building or other structure on the Landscaped Open Spaces

(e) Not to park or ride or allow to be parked or ridden any motor vehicle or pedal cycle on the Landscaped Open Spaces other than those areas from time to time specifically designated by the Management Company as appropriate for such use

(f) Not to place or allow to be placed any caravan boat lorry trailer or other such vehicle on the Landscaped Open Spaces

(g) Not to remove or damage in any way any fence gate bench or other item placed upon the Landscaped Open Spaces by the transferor or the Management Company

(h) Not to harm or damage in any way any tree or other plant planted on the Landscaped Open Spaces by the Transferor or the Management Company

(i) Not to erect or allow to be erected any advertisement sign board or hoarding upon the Landscaped Open Spaces

(j) Not to obstruct or allow to be obstructed any part of the Landscaped Open Spaces

(k) Not to camp or allow any camping or overnight sleeping on the Landscaped Open Spaces

(l) Not to light or allow the lighting of any fires barbeques or other combustible devices upon the Landscaped Open Spaces

(m) Not to play or allow any ball games to be played on the Landscaped Open Spaces

(n) Not to play or allow to be played any music or other noise to be made upon the Landscaped Open Spaces

Melton Park Management Company

Newsletter November 2020

(o) Not to hold or allow any parties or other gathering to be held upon the Landscaped Open Spaces

(p) Not to tip or litter or allow to be tipped or littered any refuse or waste of any nature upon the Landscaped Open Spaces

(q) To observe such further reasonable regulations as the Management Company may introduce for the use and enjoyment of the Landscaped Open Spaces

(i) "the Landscaped Open Spaces" means the areas of land at the Transferor's Development from time to time designated by the transferor and its successors in title for the use and enjoyment of all residents together with the related footpaths roads and cycle ways.
