

### LONDON YARD MANAGEMENT COMPANY LIMITED

## **CODE OF CONDUCT 2011**

This summarises the legal obligations of those who occupy properties in London Yard

# **London Yard Management Company Ltd (LYMC)**:

LYMC is the freehold management company owned by the shareholders who are all owners of property in London Yard and is run by a volunteer board. The legal responsibilities are set out in the LYMC Memorandum and Articles of Association (M&AA copy on <a href="https://www.londonyard.net">www.londonyard.net</a>) and in the leaseholder and freeholder covenants held by all leaseholders and freeholders.

### The aim of the code:

To promote enjoyment of residents' quality of life and protect owners' investments in London Yard. This code of conduct summarises the main points of the leaseholder and freeholder covenants and should be seen as a supplement and not as a replacement for those documents.

### This code applies to:

Owners, residents, tenants and visitors – owners being legally accountable for breaches of the code by their tenants and visitors. LYMC will endeavour to uphold this code in a fair, reasonable and consistent manner, following up and taking action where necessary on all reports of breaches.

Version history:					
Version	Author	Date of creation			
1.0	Mark Ferris	31 <sup>st</sup> August 2011			

	Reference to leaseholder/ freeholder covenants
General  This code of conduct has been created by London Yard Management Company in order to promote enjoyment of residents' quality of life and protect owners' investments in London Yard	Leasehold: Fourth schedule. Section 16 & 31
	Freehold: Third schedule. Section 12 & 4
Please keep noise to a minimum, particularly between the hours of 11pm and 8am by refraining from playing musical instruments or loud audio equipment and from shouting outside.	Leasehold: Fourth schedule. Section 19
	Freehold: Third schedule. Section 4
Domestic pets are allowed only with the written permission of LYMC (Leasehold properties only) and livestock are not permitted under any circumstances. Pets will be restricted to: Small to medium dog breeds Cats	Leasehold: Fourth schedule. Section 21
Birds - excluding pigeons and song birds Fish Small reptiles House rabbits Small domesticated rodents	Freehold: Third schedule. Section 4
Retrospective written permission must be obtained where applicable.	
Ball games are not permitted on communal areas of the development including lawns, roads and pavements.	Leasehold: Fourth schedule. Section 31
	Freehold: Third schedule. Section 4
No anti-social behaviour will be tolerated.	Fourth schedule. Section 19 & 31
	Third schedule Section 4
Only bagged domestic rubbish may be disposed of in accordance with the Rubbish and Recycling Policy ( <a href="https://www.londonyard.net">www.londonyard.net</a> - Residents/Owners - Policies).  Garden waste, building rubble, paint and large items such as carpets, furniture,	Leasehold: Second schedule. Section 10

cookers etc may not be disposed of on London Yard. Such items should be taken to the Council facility on Yabsley Road E14 or call Streetline 020 7364 5004 for free council collection.  Please note that free council collection is only available to individuals and is not available to LYMC.	Fourth schedule. Section 14, 29 & 34 Freehold: Third schedule. Section 8 & 10
The pond is to be used as an ornamental stretch of water only.  Swimming, fishing and extraction of water from the pond are prohibited.	Leasehold: Fourth schedule. Section 35 Freehold: Third schedule. Section 10
Use of properties and garages	
Properties may not be sub-let without the prior written permission of LYMC (Leasehold properties only)	Leasehold: Fourth schedule. Section 8 & 9
Residential properties may only be used as a private dwelling for a single family and may not be sub-let for multi-occupancy use under any circumstances	Leasehold: Fourth schedule. Section 8, 9 & 30A Freehold: Third schedule Section 3
Residential properties may only be used as a private dwelling not be used for the purposes of running any trade, business or profession.	Leasehold: Fourth schedule. Section 30A Freehold: Third schedule Section 3
Garages may not be sold, sub-let or in any way separated from the property to which it belongs.	Leasehold: Fourth schedule. Section 8B Freehold: Third schedule Sections 16 - 19

Garages may only be used as a private garage and may not be used for the storage of petrol or other explosive or inflammatory substances.	Leasehold: Fourth schedule. Section 30B Freehold: Third schedul Section 4
Preserving the appearance of the Development	
The external appearance of the property including the colour scheme around the development is not to be altered in any way and all properties should be kept clean, tidy and in good repair.	Leasehold: Fourth schedule. Section 24  Freehold: Third schedul Section 2, 4 8
U-PVC windows may be installed to replace the original wooden frames; however they must be in the original colour, style and fenstration.	Leasehold: Fourth schedule. Section 26A & 26B  Freehold: Third schedul Section 4 & 1
When replacing boilers, white pipes may not be routed on the external of the buildings. Any drainage should be routed using brown pipes in to the nearest existing downpipe.  Installations outside these regulations will be immediately removed and made good at the Leaseholders cost.  Boiler replacement requires the prior approval of LYMC (leasehold properties only).	Leasehold: Fourth schedule. Section 24 Freehold: Third schedul Section 4 & 1
Satellite dishes may not be affixed to the external surfaces of the buildings. Any dish erected on the building will be immediately removed and disposed of at the Leaseholders cost.	Leasehold: Fourth schedule. Section 33  Freehold: Third schedul Section 7
Washing, clothes, bicycles, barbecues, children's toys and other large items should not be kept on the balconies or anywhere in public view from the communal areas.	Leasehold: Fourth schedule. Sections 18 & 23

	Freehold: Third schedule. Sections 4 & 12
For sale signs are not permitted externally but may be placed in the window of a property (leasehold properties only).	Leasehold: Fourth schedule. Section 27
	Freehold: Third schedule. Section 9
Alterations may not be made to the original walls, fences or gates without prior written permission from LYMC.	Leasehold: Fourth schedule. Section 20
	Freehold: Third schedule Section 2, 4 & 12
Internal	
All water pipes and connections, sealants, valves and washers should be checked regularly and kept in good repair to avoid damage to properties.	Leasehold: Fourth schedule. Section 11A, 13, 19 & 22
	Freehold: Third schedule Sections 4 & 12
Fire doors must always have open, unrestricted access and be clear of obstruction at all times.	Leasehold: Fourth schedule. Sections 12 & 25
	Freehold: Third schedule Sections 4 & 12
Where a residential property is wholly or partly above any other, carpeting must be laid on all floors except for the kitchen and bathroom which must have sufficient floor coverings.  Wooden/laminate flooring may be installed upon obtaining a Licence from the managing agents for such works. A Licence must be obtained retrospectively	Leasehold: Fourth schedule. Section 15
where applicable.	Freehold: Third schedule Sections 4 & 1:

Internal building works to individual properties are governed by separate Leasehold: processes and policies for licensed and unlicensed works. Please see Fourth www.londonyard.net for further details. schedule. Please check with the managing agents and obtain the relevant approval before Section 26B commencing any internal works or renovations. Freehold: Third schedule. Section 2, 4 & 12 Personal items may not be left in communal areas e.g. corridors, stairwells or Fourth riser cupboards. This may present a Health & Safety risk and invalidate the schedule. building insurance. Section 18, 25 & 34 Any items left in communal areas will be immediately removed and disposed of at the Leaseholders cost. Freehold: Third schedule. Section 4 & 12 Fourth Residents receiving large deliveries or moving in to or out of London Yard should advise the managing agents and ensure that adequate measures are schedule. taken to avoid damage to walls, doors and other surfaces in the communal Section 18, 25 areas. LYMC have the right to recuperate any costs incurred from shareholders & 34 for rectifying damage caused by shareholders, their tenants, visitors or Sixth schedule. contractors. Freehold: Third schedule. Section 4, & 12 **Roads and Parking** Please refer to the London Yard Parking Policy at www.londonyard.net for full Leasehold: Sixth schedule. details of parking regulations. Part II Section 11 Freehold: Third schedule. Section 6. Seventh schedule. Section 11 There is a maximum speed limit of 15 MPH across London Yard. Leasehold: Sixth schedule. Part II Section11 Freehold: Seventh schedule. Section 11

Residents receiving large deliveries or moving in to or out of London Yard Fourth should advise the managing agents at least seven days in advance in order that schedule. a designated parking bay may be allocated and cordoned off for this purpose. Section 18 & Sixth schedule. Part II Section 11 Freehold: Third schedule. Section 4, 6 & 12 Seventh schedule. Section 11 Security Door codes and access to blocks must be confidential and nobody allowed in Leasehold: unless known for certain to have right of entry. Please ensure that all doors are Fourth firmly closed behind you to prevent strangers entering the blocks. schedule. If you see anything suspicious please alert the caretaker or security on 07889 Section 16 & 161615 or out of hours 0207 537 9394. 31 Freehold: Third schedule. Section 12 & 4 Enforcement of this code of conduct Shareholders in contravention of any part of this code of conduct will be given Leasehold: notice in writing from LYMC or their managing agents. The shareholder will Fourth have two months to make good any defects or contraventions of this code once schedule. notice has been given. Section 13 LYMC have the right to recuperate any costs incurred from shareholders in the Fifth schedule. enforcement of this code of conduct. Section 2. Freehold: Third schedule. Section 12. Fifth schedule. Section 2.