

EST. 1963
CREST
NICHOLSON**ARDEN OAKS**

HOMES COMING SOON

CONSTRUCTION AND FEATURES OF THE PROPERTIES AT THE DEVELOPMENT

CONSTRUCTION METHOD

- Traditional Brick & Block with full filled cavity

PARKING

There is a minimum of one parking space per property. The location of the parking spaces can be found in the conveyance plan. All the parking spaces form part of the properties demise apart from the following plots: 37, 38, 49, 50, 53, 54 & 113. These parking spaces will be conveyed to the respective plots.

- A 7kW socketed EV charger is provided to each property.
- Use of 32No. visitor parking spaces which are shared with 125 other properties.
- 1No. designated disabled space, which is conveyed to an affordable rent plot.

SPECIFICATION

- Floor finishes and turf to rear garden are not included as standard on this development.
- Washing machines and dishwashers are not included in every home on this development.

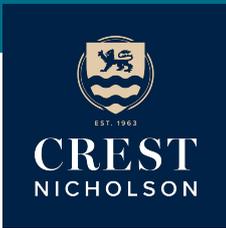
Your Sales Executive will be happy to confirm whether they are included in the specific home you are purchasing.

PROPERTY ACCESSIBILITY/ADAPTIONS

All homes on this development are designed to include reasonable accessibility features to help everyone, including wheelchair users, approach and enter the property and use the main rooms on the entrance level. These features may include:

- step free or assisted access from the street (such as dropped kerbs, ramped pathways or lifts)

Your Sales Executive will be happy to confirm which features apply to the specific home you are purchasing.



UTILITIES

ELECTRICITY SUPPLY

- Mains electricity supply with smart meter supplemented with PV panels

WATER SUPPLY

- Mains water supply with meter

SEWERAGE

- Mains sewerage

HEATING

- Metered mains gas with boiler and radiators and smart meter.

BROADBAND

- Fibre to the premises
- Openreach

MOBILE SIGNAL/COVERAGE

EE – Good outdoor and in-home. O2 – Good outdoor. Three – Good outdoor and in-home. Vodafone – Good outdoor, variable in-home.

For an indication of specific speeds and supply or coverage in the area, please see the [Ofcom checker](#).

COASTAL EROSION

None



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BUILDING SAFETY

BUILDING SAFETY DEFECTS, INCLUDING FIRE AND STRUCTURAL RISK MODIFICATIONS

None



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TENURE OF THE PROPERTIES

WHAT DOES “TENURE” MEAN IN RELATION TO BUYING A HOME?

Simply put, the “tenure” refers to the type of ownership, for example Freehold would refer to Total Ownership, whilst Leasehold would refer to Long Term Rented Occupation.

WHAT IS THE “TENURE” OF THE PROPERTIES AT THIS DEVELOPMENT?

- HOUSES at this development are “freehold with managed common areas” which are registered at Land Registry. This means you own the building and the land it sits upon outright, forever. There are shared areas on the estate (such as roads or landscaped areas) that are maintained and insured by a management company. You pay a contribution towards these costs
- APARTMENTS at this development are “leasehold with managed common areas” which are registered at Land Registry. This means that you have the right to live in or rent out the apartment for the length of the lease. You do not own the building or the land it sits on. Under the lease, you will usually own, and be responsible for, everything inside the apartment’s walls (such as floorboards, plasterwork to the ceilings and walls) but not normally the external or structural walls. The lease documents will set out the exact detail, and your solicitor can advise you if you have questions.
- The length of the lease for apartments at this development is 999 years from 01/01/2025, (this is called the lease “term”). Shared parts of the building and the estate are maintained and insured by a management company.

As part of the planning consent for this development some homes are designated as section 106 (section 75 in Scotland) affordable housing. These properties will remain as affordable housing tenure and are specifically shown on the site layout plan and are not available for general sale. All other homes on the development are available for open market sale (including multi-unit sales) to purchasers, who could be private individuals or another type of purchaser (for example local authorities, housing associations or other commercial landlords), and, therefore, the ownership and occupation model is unrestricted and the mix of tenures on a development may change.



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CHARGES

GROUND RENT

Ground rent is a regular fee (usually paid once a year) that you pay to the person or company that owns the land your home is built on (the “freeholder”).

Is any money payable for Ground Rent?

No.

SERVICE CHARGE

What is the Estimated Service Charge payable?

- HOUSES AND APARTMENTS pay an “Estate Charge”. The Estate Charge is paid to the Management Company who is responsible for the maintenance and insurance of the shared areas and services of the estate which are not to be adopted by Local Authorities or Utility providers. The Estate Charge is the actual cost for undertaking the maintenance and insurance of the shared areas on the development and a proportion for a reserve fund.
- APARTMENTS pay an additional “Building Charge” for the maintenance and insurance of the shared parts of their apartment building.
- See Service Charge list below for how much service charge is payable for each type of property at this development which are correct at the time of publication. The service charge may increase in future in line with increases in estate costs.

SERVICE CHARGE LIST

A service charge list is an itemised breakdown of the costs you must pay to maintain the communal areas and shared infrastructure of a development.

ARE THERE ANY KNOWN CIRCUMSTANCES THAT WILL LEAD TO AN INCREASE IN SERVICE CHARGES / BASIS OF CALCULATION?

We have provided the most up-to-date service charge information available at this point in time in this Factsheet. We are not aware of any circumstances which may give rise to an increase in the service charge apart from annual standard increases nor a change in the basis of this calculation, but we would encourage you to double check these figures with your solicitor prior to exchange of contracts.

Please also bear in mind that the figures included within this Factsheet represent an estimate only and the final figure service charge you will pay will be based on the costs incurred in the relevant service charge year. The service charge will also vary from year to year depending on the nature and extent of the maintenance carried out in any one year.



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OTHER FEES AND HOW THEY ARE CALCULATED

- **EVENT FEE:** You pay this fee if you sell, sublet, or change your mortgage on the property. It's sometimes called an exit or transfer fee.
- **CONSENT FEE:** If you need permission for certain changes (like alterations), you'll pay a fee for the approval process.
- **SOLICITOR'S FEE:** If our solicitor is involved, you'll pay their fee for the work, currently capped at £250 plus VAT.
- **MANAGING AGENT FEES:** There is a separate list of fees charged by the managing agent for this site.
- **ENGROSSMENT FEE:** When you complete your purchase, there's a fee for preparing the final legal documents of £150 plus VAT.
- For more details, see the [New Home Affordability and Indicative Costs Guide](#), which you'll get before you reserve your home.

LIST OF PROFESSIONAL FEES CHARGED BY THE PROFESSIONAL MANAGING AGENT FOR SPECIFIC REQUESTED SERVICES

List of Crest Nicholson Event and Consent Fees under the Apartment Leases by Remus Management:

Event/Consent Required under terms of the Lease	Manager Fee (payable by the Owner) The lease states that a reasonable fee will be charged by the Landlord and/or the Management Company or their agents (as appropriate), having regard to the market value of those services to be supplied in considering, administering and processing the relevant consent sought, and subject to any statutory requirements or UK Government guidance issued in respect of the amount or extent of such fee in force from time to time.
Obtaining Landlord's consent for alterations	£200 plus VAT per property
Obtaining consent to assign, sublet or transfer the property	£200.00 plus VAT per property
Providing notice to the Landlord within one month of any assignment, transfer, mortgage, charge, underlease or tenancy	£150.00 plus VAT per property
Obtaining the consent of the Management Company to keep a dog, bird, cat, other animal or reptile	£60 plus VAT per property
On assignment or transfer, the assignee or transferee must enter into a deed of covenant with the Landlord and the Management Company	£200 plus VAT per property
Providing a "Re-Sale" Pack when the property is sold	£250.00 plus VAT per unit
Providing a compliance certificate to satisfy the restriction on the title to the Property	£100.00 plus VAT

List of Event and Consent Fees in House Transfers by Remus Management:

Event/Consent Required under the terms of the Transfer	Manager Fee (payable by the Owner) The transfer states that a reasonable fee can be charged by Crest and/or the Management Company or their agents (as appropriate), having regard to the market value of those services to be supplied in considering, administering and processing the relevant consent sought, and subject to any statutory requirements or UK Government guidance issued in respect of the amount or extent of such fee in force from time to time
Giving notice to the Management Company of any person to whom the property is sold and obtaining a deed of covenant from the incoming buyer	£200 plus VAT per unit
Providing a Re-Sale Pack when the property is sold	£250 plus VAT per unit
Providing a compliance certificate to satisfy the restriction on the Property title	£100 plus VAT

WHAT IS A RESERVATION FEE?

A reservation fee is a "holding deposit" you pay to a developer to officially take a new home off the market for you.

When you pay this fee, the developer agrees not to sell that specific plot to anyone else for a set period giving you time to arrange your mortgage and legal paperwork.

A reservation fee of £1000 is payable and will be deducted from the final price. Where a buying scheme is used, the reservation fee may be limited to £500. Terms and eligibility criteria apply. Please speak to a Sales Executive for full details



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ADDITIONAL CHARGES

APARTMENTS AND HOUSES:

- If you miss a payment - such as your service charges - interest will be added at 4% above the Barclays Bank base rate, starting from when the payment was due until it's paid.
- You must notify the landlord and the management company and pay their reasonable fees every time you sell, underlet or take out a mortgage/legal charge of the apartment. Please refer to the Event and Consent Fees Schedule below and the New Home Affordability and Indicative Costs Guide mentioned above.

APARTMENTS ONLY:

- If the landlord asks you to carry out repairs required under your lease and you do not do so within 30 days, the landlord can complete the work and charge you for the cost.
- If anything you do or allow on the Property causes a nuisance to the landlord, the management company or other owners, you will need to pay any costs involved in fixing the issue.

HOUSES ONLY:

- If you need Crest Nicholson's consent to carry out works, then a fee of £35 is payable as an administration charge to process your request.



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TITLE TO THE HOMES AT THE DEVELOPMENT

LETTINGS

Can I let my Apartment?

Your ability to let the apartment is determined by the lease and any conditions of your mortgage. You can let the whole of the apartment (as opposed to the letting of part) if the letting is an Assured Shorthold Tenancy agreement which ends when the tenancy term ends and does not give any long-term rights. (An Assured Shorthold Tenancy means a tenant is "assured" the legal right to stay as long as they pay rent, but only for a "short" fixed period after which the landlord can ask for the property back.) From 1 May 2026, Assured Shorthold Tenancies will be converted to open ended, periodic assured tenancies meaning no more fixed terms, all existing Assured Shorthold Tenancies will become rolling month agreements, introducing greater tenant security with required two-month notice for termination by landlords, who must have specific grounds. You should take independent legal advice if you are in any doubt.

ALTERATIONS

Can I alter my Apartment?

You cannot alter the structure. However, if you want to:

- Make alterations to the plan, design or elevation; or
- Make any openings in the Apartment; or
- Open up any floors, walls or ceiling to alter any pipes, wires, ducts or 'conduits'; or
- Alter any of the landlord's fixtures, fittings or appliances

Then you need to:

- Get written consent from the landlord or its agents before starting the work; and
- Pay the landlord's reasonable and proper legal and surveyor's fees.

Check your mortgage conditions as to your ability or otherwise to make changes to the apartment, as it is security for their loan and changes may need lender approval.

Can I alter my House (Freehold Property)?

Substantial Alterations: You cannot add to or alter any building on the property so as substantially affect their appearance without the prior written consent of Crest (such consent not to be unreasonably withheld or delayed). Any rebuilding must, so far as reasonably possible, match the building which it renews or replaces.

For the first 5 years of your ownership, you cannot:

- Construct any building or other structure, except a good quality domestic shed /outbuilding not exceeding 10ftx8ft in size with a maximum height of 2.5 metres);
- Construct any extension; or
- Make any alteration to the external appearance of any building or structure

Except in accordance with plans previously approved in writing by Crest for which a fee of £35 + VAT is payable.

Satellite dishes or similar apparatus cannot be placed on the front elevation of any dwelling on the Property (nor in any position forward of such elevation)



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PETS

Am I allowed pets in my APARTMENT?

Yes, provided the consent of the management company is obtained (such consent not to be unreasonably withheld or delayed).

The Apartment lease states that this consent can be withdrawn where any permitted pet causes nuisance or annoyance to the landlord, the management company or to any of the other occupants of the apartments in the building. You may also want to think about additional insurance.

Am I allowed pets in my HOUSE?

Yes, but please don't keep poultry, pigeons, or birds of prey on the property.

RESALE RESTRICTIONS/COVENANTS

What is a covenant?

A covenant is a legally binding "promise" or rule written into the property's title deeds. These rules dictate what you can and cannot do with your home or land.

Are there any resale restrictions or covenants?

There are none except for a requirement that when you come to sell your property in the future, any incoming buyer will need to enter into a Deed of Covenant. The Deed of Covenant is a promise by the new owner of the property to carry on complying with the same restrictions and covenants during their period of ownership of the property as you including, amongst other things, the payment of service charge to the Management Company. This requirement is secured as a restriction against the title to the property at Land Registry. A restriction is a legal entry on the title to the property which prevents the sale, transfer or mortgage of the property unless certain conditions are met, in this case that the Deed of Covenant has been entered into by an incoming buyer.

FOR APARTMENTS ONLY: You can only sell, transfer or give up possession of the whole of your Apartment (not part) and if you want to do this in the last 7 years of your lease, you will need the consent of the landlord or their agent (which can't be unreasonably refused or delayed) but they may charge a reasonable fee for processing it.

RIGHTS AND EASEMENTS AFFECTING THE HOMES ON THE DEVELOPMENT

What is an easement?

An easement is a legal right that allows one party to use a piece of land they do not own for a specific purpose. While a covenant tells you what you can't do, an easement usually gives someone else the right to do something on your land (like walking across it or running a pipe under it).

The Seller will reserve some rights over the property within the Plot Transfer Deed. These rights help the Seller to ensure the functional, legal and practical operation of the property and the wider development. These rights allow for essential services, such as utility pipes and cables, drainage and shared accessways and they "run with the land" which means that they remain in place even if the property is sold.

Pipes, cables and wires for essential services (drainage, electric, water, gas, fibre etc.) often run under properties and easements are reserved for the Seller and the utility companies to access these to install, maintain and repair them.

The Seller will also reserve rights to enter the property to complete work on the remainder of the development, such as construction works on adjacent properties or completing landscaping on adjacent properties.

Rights are also reserved for the Seller and other property owners to enter the property to maintain, repair or replace walls, fences or the exterior of their buildings.

Where properties are built in close proximity or are joined, a right of support is also reserved to ensure that one property does not damage the other during or after construction.

The Seller will include their standard reservation of rights in the Plot Transfer Deed when plots on this development are transferred to buyers. Therefore all buyers on the development will be subject to the same rights. Even though these are standard rights, it is important that these are reviewed by your solicitor, to ensure that you understand them and are happy with them.

- **Shared Access** Plot numbers 37 and 38 are served by a shared footpath ("Shared Access"). Ownership of the Shared Access is divided between the owners of those plots. Each plot owner will have a right to use the Shared Access for all reasonable purposes, and must contribute a fair proportion of the cost of maintaining, repairing and renewing it.
- The apartments will have a shared access. These accesses are utilised by more than one property, whether on foot only or with vehicles. In the case of apartments, you will not usually own any part of the shared access, but you will be granted rights to use it within the Lease, subject to you (and all of the other users) paying a reasonable sum towards the maintenance and repair of the shared access in the future. The properties affected on this development are Plots 48/49, 53/54, 100/101 and 104/105.
- Some properties will be affected by new sewer easements which are granted to the Water Authority under the section 104 Agreement, which is the new sewer adoption agreement entered into between the Seller and the Water Authority. New sewers are generally laid underneath the new estate roads but sometimes the new sewers need to be laid underneath the gardens, driveways or parking spaces belonging to individual properties. Where a new sewer is laid underneath land belonging to a property, a sewer easement called a Protected Strip is created, which is a zone (typically 3 metres or more on either side of the centreline of the new sewer) where building and planting is restricted or prohibited to ensure the Water Authority can access that section of sewer for maintenance and repairs and to prevent damage to the sewer from new structures or ground disturbance. If your property is affected by a Protected Strip easement, you will need formal permission from the Water Authority to build or plant within the Protected Strip and you generally will not be permitted to build any permanent structure, plant large trees or significantly alter the ground level within the Protected Strip. If your property is affected by a Protected Strip, this will be shown on the Conveyance Plan to the property and the rights, restrictions and covenants relating to the Protected Strip will be included in the Transfer Deed or Lease relating to the property. The properties affected on this development are Plots 1, 34, 35, 38, 39, 48/49, 50, 53/54, 87-99, 100/101, 104/105, 115, 120 and 124.

What is an exceptional restriction?

The term exceptional restriction usually refers to a specific type of planning condition or legal entry that is more stringent than a standard covenant.



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New build properties have restrictions, often enforced through restrictive covenants, to maintain a uniform, attractive and safe development, manage maintenance and protect property values. These rules often restrict alterations, parking and use of the property. The Seller will include their standard restrictive covenants in the Plot Transfer Deed when plots on this development are transferred to buyers. Therefore all buyers on the development will be subject to the same rules. Even though these are standard restrictive covenants, it is important that these are reviewed by your solicitor, as they may prevent you from making changes to your home or using the land in certain ways.

You should be aware of the following planning conditions attached to full planning permission decision reference 22/01347/FUL as follows:

- Condition 14 – landscaping scheme to be implemented with any tree, shrub or hedgerow that dies or is uprooted, damaged or diseased within 5 years of completion of the development replaced.
- Condition 15 – boundary treatments to be implemented as approved and retained for the lifetime of the Estate unless otherwise approved in writing by the Local Planning Authority.
- Condition 24 – vehicle parking areas to be implemented as approved and retained for the lifetime of the Estate unless otherwise agreed in writing by the Local Planning Authority
- Condition 25 – cycle parking to be provided for each dwelling and retained thereafter.
- Condition 32 – Secure by Design Statement to be approved and implemented and all security measures to be permanently retained thereafter.

Condition 37 – no development under Schedule 2, Part 1, Class A (enlargement/extension not permitted) of General Permitted Development Order in relation to Plots 113-125.

Condition 38 – no development under Schedule 2, Part 1, Class E (rules as to which buildings can be erected on the plot) of General Permitted Development Order in relation to Plots 113-125.

You should ask your solicitor for legal advice on these, along with the other terms included in the title deeds and lease.

APPLICABLE TO APARTMENTS AND HOUSES:

- Your home is for private residential use only – you cannot carry on any trade, business or profession from it.
- Trailers, caravans, boats and commercial vehicles are not allowed on the development, save for commercial vehicles delivering to or collecting goods your home
- The open space areas can be used for quiet enjoyment. Please avoid playing games, playing music or any activities likely to disturb other homeowners. Children under 10 must always be accompanied by an adult.
- Other buildings may be built or altered within the development (but in the case of Apartments, not your block). These changes could affect views or natural light, but they will never block your access to your home.

APPLICABLE TO APARTMENTS:

- Paid vehicle maintenance (where you charge others) is not allowed. If you do, the landlord or management company can remove any neglected or abandoned vehicle and recover their costs from you.
- Please do not hang or display window boxes, clothes, washing, aerials, satellite dishes, or any similar equipment from your Apartment or balcony/terrace. Only aerials installed by the landlord or management company are allowed.
- Please keep noise to a minimum in your Apartment. Musical instruments, radios, speakers, or similar devices should not be played loudly, and singing should not disturb other residents. Between 11pm and 9am, these should not be audible outside your property.
- You can use the gardens in the communal areas for quiet recreation. Please avoid ball games, barbecues, or any activities likely to disturb other homeowners. Use of the gardens is also subject to any rules set by the Management Company from time to time.
- Barbecues aren't allowed anywhere on the property, including balconies, communal gardens, open space areas, or common parts of the building and the development. This helps prevent fire risks and ensures the outdoor spaces stay pleasant for all residents.



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APPLICABLE TO HOUSES:

- Heavy goods vehicles cannot be parked on the property or anywhere else on the development. Light goods vehicles, caravans, boats, trailers or similar must be kept out of sight of the other properties on the development].
- Please don't put up rotary airers, washing lines, poles, or any similar equipment for drying clothes in front of your home. Clothes should not be left out to dry in any position forward of the front elevation of the property.

You should ask your solicitor for legal advice on this, along with the other terms included in the title deeds and lease.

FLOOD RISK

None.

Following acquisition of the land for development, the Seller has undertaken various reports to investigate the ground conditions. All properties constructed by the Seller are approved to Building Regulations standards of design and construction and any conditions of the planning permission will be complied with.

The buyer should satisfy themselves as to the condition of the property, its suitability for their purposes and all matters affecting the property by carrying out their own searches, enquiries and surveys as part of the conveyancing process to satisfy themselves that they are happy to proceed.

COALFIELD OR MINING AREA

None.

Following acquisition of the land for development, the Seller has undertaken various reports to investigate the ground conditions. All properties constructed by the Seller are approved to Building Regulations standards of design and construction and any conditions of the planning permission will be complied with.

The buyer should satisfy themselves as to the condition of the property, its suitability for their purposes and all matters affecting the property by carrying out their own searches, enquiries and surveys as part of the conveyancing process to satisfy themselves that they are happy to proceed.

ANY OTHER KNOWN ISSUES WITH THE PROPERTY

None.

Following acquisition of the land for development, the Seller has undertaken various reports to investigate the ground conditions. All properties constructed by the Seller are approved to Building Regulations standards of design and construction and any conditions of the planning permission will be complied with.

The buyer should satisfy themselves as to the condition of the property, its suitability for their purposes and all matters affecting the property by carrying out their own searches, enquiries and surveys as part of the conveyancing process to satisfy themselves that they are happy to proceed.



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PLANNING PERMISSION OR PROPOSALS FOR DEVELOPMENT AND TIMESCALES FOR FUTURE PHASES

PLANNING PERMISSION OR PROPOSALS FOR DEVELOPMENT AND FACILITIES WHICH CREST NICHOLSON IS PARTY TO ON THE DEVELOPMENT

The detailed planning consent granted by Brentwood Borough Council, reference number under which the development is being constructed, is 22/01347/FUL and a Section 73 application 25/00223/FUL which varies conditions 4, 8, 12 and 14.

The detailed planning consent reference number under which the development is being constructed is 22/01347/FUL.

KNOWN FUTURE PHASES OF THE DEVELOPMENT CREST NICHOLSON HAVE COMMITTED TO

We have not committed to any future phases at this stage.

POTENTIAL FUTURE PHASES (NOT COMMITTED TO)

None.



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FACILITIES WHICH WE ARE PARTY TO ON THE DEVELOPMENT

What does party to mean?

When a developer is a “party to” the facilities on a development, it means they have a continuing legal obligation to manage, maintain, or provide specific infrastructure—even after they have started selling the individual homes.

We are not party to any facilities on the development other than the maintained areas, which will be handed over to the Management Company on completion of construction on the development.



Crest Nicholson is a registered developer with the New Homes Quality Code. Please speak to a sales executive if you need further help with any marketing material including provision in another format.

Illustrations, images, plans and content may show typical Crest Nicholson properties rather than properties from the actual development itself. Also they may depict furniture, fixtures and fittings which are not included in the sale of our new homes and optional extras which may be at additional cost. In addition elevation, materials, gradients, landscaping, street furniture and window and door sizes and locations are plot specific and may vary.

Please speak to a sales executive for details of current availability and pricing, any offers, promotions or incentives and their associated terms and conditions, other charges applicable to ownership, optional extras, updates to completion dates and plot specific information.