



CREST
NICHOLSON

CREST NICHOLSON AT ELLAND

CONSTRUCTION AND FEATURES OF THE PROPERTIES AT THE DEVELOPMENT

CONSTRUCTION METHOD

- Traditional Brick & Block

PARKING

SPECIFICATION

None

PROPERTY ACCESSIBILITY/ADAPTIONS

None



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

BROADBAND

- Fibre to the premises

MOBILE SIGNAL/COVERAGE

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 not yet 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 not yet 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.

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.



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?

None

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 £150plus 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

None

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

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.

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. You should take independent legal advice if you are in any doubt. (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.)

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)



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?

None

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).

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.

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:

- You have the exclusive right to use your allocated parking space for one fully taxed and licensed private car or motorcycle. The vehicle must be roadworthy and fit entirely within the boundaries of the space.
- 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.



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.

FLOOD RISK

COALFIELD OR MINING AREA

ANY OTHER KNOWN ISSUES WITH THE PROPERTY



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 reference number under which the development is being constructed is

KNOWN FUTURE PHASES OF THE DEVELOPMENT CREST NICHOLSON HAVE COMMITTED TO

POTENTIAL FUTURE PHASES (NOT COMMITTED TO)



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.



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.