

Brentry Park Development Management Company Limited,
P.O. Box 371, Bristol, BS9 0BH

Individual Letter to each Freeholder

12th December 2012

Dear xxxxxxxxx

Subject: 2013 RVP Estate Development Charge

Please find below our estimate for the full year Estate Development Charge for the Royal Victoria Park Development for 2013.

Reflecting our purchase of the amenity lands in late 2011 and the changes to the manner in which their upkeep has been managed through 2012, we are pleased to be able to advise you that we have again been able to reduce the total estimated costs down to £8950 for 2013 or circa (a further) 20%.

Gardening Services	£3250.00
Tree Surgery and maintenance	£1000.00
General Repairs	£550.00
Invoicing / administration / postage / banking / legal costs	£2500.00
Public Liability Insurance	£200.00
Contractor administration / debt collection	£500.00
Accountants Fee	£550.00
Contingency	£400.00
Total	£8950.00

The 2013 variable rentcharge is based on the annual budget as above, charged out to each freeholder on the basis of the number of bedrooms in their property, as laid out in the letter from Countryside Properties dated 25th April 2005 (a copy of which is available on our website should you require it).

Changes to invoicing periods

As you will be aware, it has been normal practice to split the invoicing of the Estate Development charge into two, with an invoice and payment due on January 1st and on July 1st each year. That process will now change.

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Reflecting the substantial reduction in charges that we have achieved over the last two years (of circa 40%) and the on-going administration costs associated with two rounds of invoicing and payment collection (and also in reflecting the feedback we have received as regards the historic timing of the invoices - just after Christmas and around annual holiday time), we have elected to move to a single invoice / payment on April 1st each year.

Your invoice for the full year for 2013 is enclosed and is due for payment by April 1st 2013. Prompt payment of your invoice would be appreciated as this will lower the administration costs incurred and benefit everybody on our development. Where we have been provided with an email address we will send you a payment reminder during March. (If you haven't as yet provided us with an email address we would ask that you do so in order that we can keep you abreast of any matters relating to the RVP Development).

Current State of the Account

Since taking over the management of the accounts for the Development we have been able to look at the degree of unpaid rentcharges, something we are aware has been a concern to all of us who pay regularly. We are pleased to report that following a concerted effort to tidy up odd arrears going back right to the start of the development, there are now, out of the 185 freeholders, just three who are in arrears. One is a minor amount relating to the last half year 2012, one relates to a property that is for sale by bankruptcy solicitors, which will be settled upon the sale of the house and the final one is a long-term debtor (non-resident freeholder) for which the enforcement of a County Court judgement is now the next step.

Sharing Information

Our website continues to develop and should be a source for any information you need relating to the RVP Development. On it, you will find answers to queries regarding the charges, the amenity areas and find copies of previous year's accounts. (We are still trying to finalise the 2011 accounts through hmlAndertons...) If you have any questions please check our FAQ's and other useful information on the website:

<http://www.bpdmcl.co.uk>

If you are happy to receive your invoices by email (and benefit from a £1.00 reduction to reflect the saved postage costs) then do please confirm that to us and should you require an amendment to any of your personal details or your title / contact details do please let us know.

You can contact us by post at the address at the top of this letter or by email at:

admin@bpdmcl.co.uk

New Trees

We have recently arranged for a group of three silver birch trees to be planted in the "roundabout" area at the junction of John Repton Gardens and Strathearn Drive. These trees act as a replacement for the trees that had to be cut down in

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2011 and they will hopefully improve the ambience of the "roundabout" for all who overlook or pass through the area.

We plan to repeat our Resident's Meeting during 2013, probably during April and we will confirm this to you in due course.

In the meantime should you have any questions do please let us know.

May we take this opportunity to wish you all a safe and happy Christmas and a prosperous 2013.

Yours sincerely,

Mark Deans, Gill Brooks, Andrew Aitken, Mark Canwell

For and on behalf of
Brentry Park Development Management Company Limited

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Main Day-to-Day Covenants to be aware of:

Vehicles / Parking:

Not to park any vehicle caravan trailer or boat of any kind on the Property the Estate the Estate Roads or any part of the Development except that:

(i) private motorcars and private motorcycles may be parked on such part of the Property (if any) as is specifically constructed for that purpose or in the Garage

(ii) vehicles delivering or collecting goods may be parked temporarily on the Estate Roads but not so as to interfere with the movement of traffic

(iii) any vehicle caravan trailer or boat may be parked in a Garage

Not to keep or allow any vehicles to stand on the Estate Roads nor to do anything which would obstructed the easy access over the Estate Roads

Not to park or allow to be parked on the Property or the Estate **any commercial vehicle** save for the purposes of delivery or collection of items to and from the Property

Not to allow any occupier of or visitor to the Property to infringe these covenants relating to parking

Dustbins:

Not to place or keep dustbins or refuse bags or the like in front of the House except on such days as are recognised as refuse collection days and to take such steps as may from time to time be required by the Transferor to facilitate collection of rubbish from the front of the House on the said recognised refuse collection days

Aerials:

Not to erect or place any aerial satellite receiver or similar apparatus for the reception or transmission of TV radio or other signals on any front or principal elevations so as to be visible from the estate roads and/or which might cause interference with the reasonable enjoyment of the remainder of the Estate

Changes to your House:

Please note that ANY change to the exterior of your house (colour / windows / doors / extensions etc) has to have prior approval (see website for details)

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XXXXXXXXXXXXX
XXXXXXXXXX
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Royal Victoria Park Development 2013 Rentcharge: Full Year Invoice

Invoice Number: **RVP 2013/xxx**

Date: 12th December 2012

Property Reference:

XX

Fixed rentcharge	01/01/2013 – 31/12/2013	£ 5.00
Variable Rentcharge	01/01/2013 – 31/12/2013	£xxxxx
Credits brought forward:	£x	
Debits brought forward:	£x	
Email discount		-£ xx
Total due:		<u>£xxx</u>

Payment is due by 1st April 2013 please.

Our bank details for your payment are:

Bank: HSBC, 11 Canford Lane, Westbury-on-Trym, Bristol, BS9 5DE

Bank Sort Code: 40-14-24

Account Number: 71547291

Account name: Brentry Park Development Management Company Limited

Please add your property details either in the reference box for on-line banking or to the rear of your cheque if that is your preferred method of payment.

Late payments increase the administration costs for the Development so please help us to help you by paying promptly.

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Service / Rent Charges – Summary of tenants’ rights and obligations

- (1) This summary, which briefly sets out your rights and obligations in relation to Rentcharges, must by law accompany a demand for Rentcharges. Unless a summary is sent to you with a demand, you may withhold the Rentcharge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
- (2) Your TP1 sets out your obligations to pay Rentcharges to Brentry Park Development Management Company Limited (BPDML) as freeholders to the Amenity lands. Rentcharges are amounts payable for services, repairs, maintenance, improvements, insurance or the costs of management, to the extent that the costs have been reasonably incurred.
- (3) You have the right to ask a leasehold valuation tribunal to determine whether you are liable to pay service charges for services, repairs, maintenance, improvements, insurance or management. You may make a request before or after you have paid the service charge. If the tribunal determines that the service charge is payable, the tribunal may also determine who should pay the service charge and who it should be paid to; the amount; the date it should be paid by; and how it should be paid. However, you do not have these rights where- a matter has been agreed or admitted by you (ie on signature of the TP1 agreement); a matter has already been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the service charge or costs arose; or a matter has been decided by a court.
- (4) If your lease allows your landlord to recover costs incurred or that may be incurred in legal proceedings as service charges, you may ask the court or tribunal, before which those proceedings were brought, to rule that your landlord may not do so.
- (5) Where you seek a determination from a leasehold valuation tribunal, you will have to pay an application fee and, where the matter proceeds to a hearing, a hearing fee, unless you qualify for a waiver or reduction. The total fees payable will not exceed £500, but making an application may incur additional costs, such as professional fees, which you may also have to pay.
- (5) A leasehold valuation tribunal has the power to award costs, not exceeding £500, against a party to any proceedings where- it dismisses a matter because it is frivolous, vexatious or an abuse of process; or it considers a party has acted frivolously, vexatiously, abusively, disruptively or unreasonably. The Upper Tribunal has similar powers when hearing an appeal against a decision of a leasehold valuation tribunal.
- (7) If your landlord - proposes works on a building or any other premises that will cost you or any other tenant more than £250, or proposes to enter into an agreement for works or services which will last for more than 12 months and will cost you or any other tenant more than £100 in any 12 month accounting period, your contribution will be limited to these amounts unless your landlord has properly consulted on the proposed works or agreement or a leasehold valuation tribunal has agreed that consultation is not required.
- (8) You have the right to apply to a leasehold valuation tribunal to ask it to determine whether your lease should be varied on the grounds that it does not make satisfactory provision in respect of the calculation of a service charge payable under the lease.
- (9) You have the right to write to your landlord to request a written summary of the costs which make up the service charges. The summary must cover the last 12 month period used for making up the accounts relating to the service charge ending no later than the date of your request, where the accounts are made up for 12 month periods; or cover the 12 month period ending with the date of your request, where the accounts are not made up for 12 month periods. The summary must be given to you within 1 month of your request or 6 months of the end of the period to which the summary relates whichever is the later.
- (10) You have the right, within 6 months of receiving a written summary of costs, to require the landlord to provide you with reasonable facilities to inspect the accounts, receipts and other documents supporting the summary and for taking copies or extracts from them.
- (11) You have the right to ask an accountant or surveyor to carry out an audit of the financial management of the premises containing your dwelling, to establish the obligations of your landlord and the extent to which the service charges you pay are being used efficiently. It will depend on your circumstances whether you can exercise this right alone or only with the support of others living in the premises. You are strongly advised to seek independent advice before exercising this right.
- (12) Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.