

THE POUNDBURY STIPULATIONS & THE POUNDBURY DESIGN AND COMMUNITY CODE

Poundbury residents are reminded that Poundbury is subject to covenants and associated stipulations which bind all the properties and their owners and occupiers. All shareholders sign up to covenants and stipulations during the property purchase process. Owner shareholders remain responsible for the actions of their tenants and rental residents and must ensure this documentation is available to them. These stipulations are set out in the attached Schedule. Many stipulations refer to behaviour in courtyards. Residents live in courtyards, and many look out over courtyards. One of the Management Company roles is to preserve and protect this environment which includes trees and shrub planting to maintain a reasonably attractive space. Courtyards are not “back-yards”. Details may be found in the tab “Courtyards & Parking”

The Covenants & Stipulations are enforceable by:

- (a) the Poundbury Management Companies in their capacities as the bodies entrusted to manage Poundbury
- (b) the Duchy of Cornwall as the freeholder of the leasehold properties at Poundbury, and
- (c) the owners of properties at Poundbury.

The Poundbury Design and Community Code is the building code summarising the approved designs and materials for buildings and external structures, alterations and works at Poundbury.

A copy of the Code is available for inspection at the Duchy of Cornwall’s office at Poundbury Farmhouse, Poundbury Farmhouse Way, Poundbury, Dorchester, Dorset, DT1 3RT, and in the Duchy of Cornwall website accessed from the front page of this MANCO website.

Breaches of the Stipulations could result in enforcement action and may prejudice the sale of individual properties.

The Stipulations.

DEFINITIONS

“the Code” means the Poundbury Building Code issued by the Duchy of Cornwall in December 1995 and any variation or modification of it

“the Estate” means the land originally comprised in Title Number DT193766 on first registration together with any additional land so designated as forming part of the Estate by His Royal Highness

“His Royal Highness” means His Royal Highness Charles Philip Arthur George Prince of Wales Duke of Cornwall and includes his successors in title

“Plan” means the plan annexed to the Lease or Transfer (as the case may be)

“Property” means the property the subject of the Lease or Transfer (as the case may be)

“Common areas” means the areas managed or intended to be managed by the Management Companies and including the majority of courtyards

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1. Not without the consent of His Royal Highness to paint or decorate the exterior of the Property otherwise than in the same colour or colours as the Property was previously painted

2. Not to make any alterations or additions in or to the exterior of the Property (including in particular the windows and the window glazing and doors thereof) or alter or change the appearance of the Property and not to paint any originally unpainted render brickwork or stonework of the exterior of the Property or erect any structure on the Property without the approval in writing of His Royal Highness to the plans and specifications thereof and to make such alterations or additions only in accordance with such plans and specifications when approved and with such permissions regulations and conditions as may be applicable by law thereto first obtained and not to build any wall fence or other erection or structure whatsoever on the part of the Property hatched orange (if any) on the Plan and to maintain the same in its original state and condition

3. Not to do or permit or suffer to be done in or upon the Property anything which may be or become a nuisance or annoyance or cause damage or inconvenience to His Royal Highness or the owner or owners of any other part of the land comprised in the Estate

4. To permit His Royal Highness and the owner or owners of any other part of the land comprised in the Estate to have access to and enter upon the Property on notice for the purposes of examining the condition of the Property repairing any dwelling commercial property or other part of the Estate fulfilling any obligations hereunder or under transfers of other dwellings and for similar purposes

5. At all times hereafter to maintain the fences and walls on the boundary of the Property where marked "T" within the boundaries on the Plan

6. Not to erect or permit to be erected on the Property any additional fence or wall or alter or raise or permit to be altered or raised the height of any fence or wall

7. [Not to use the Property for the carrying on of any trade or business whatsoever and will use the same as a single private dwelling-house for the occupation of one household save that the Property may be used for business on the following terms:

(a) the business use must be ancillary to the principal use of the Property as a single private dwelling house

(b) the prior consent of His Royal Highness must be obtained

(c) the business must be capable of being carried out in accordance with the principles of the Estate as set out in the Code and without detriment to the amenity of the Estate by reason of noise nuisance or otherwise and

(d) the appearance of the Property as a single private dwelling-house must not be affected or altered]

[Not use the Property otherwise than as a [shop][office] [light industrial purposes] within Class [A2] [B1] of the Town and Country Planning (Use Classes) Order 1987] See Guidance on Stipulation 7 below.

8. Not to mutilate or remove or otherwise harm or permit to be mutilated removed or otherwise harmed any trees and/or shrubs which may be planted within the boundary of the Property

9. Not to erect or put or permit to be erected or put a signboard advertisement plate or placard of any kind in any window of the Property or on the exterior of the Property or so as to be visible from the outside of the Property other than:

9.1 one board of a reasonable size advertising that the Property is for sale

9.2 (in the case of a residential dwelling) the existing house number and if required the name of the Property on a plate of a size and a position first approved by His Royal Highness

9.3 (in the case of an office/shop/commercial building) if required the name of the Property and the Tenant's/Owner's name and business or profession on a plate or board of a size and in a position first approved by His Royal Highness

10. Not to keep or permit to be kept any bird dog or other animal on or in the Property (other than the usual domestic pets) and not in any event to keep any bird dog or other animal which may cause a nuisance or annoyance to any owner or occupier of any other Property comprised in the Estate or to the general public

11. Not to obstruct or permit to be obstructed any common areas or roads or accessways or footpaths on the Estate

12. To use the allocated parking space or garage as the primary parking area for the Property and not to park or permit to be parked on the Property or any parking space any vehicle other than a private motor vehicle and not to carry out any works of repair to such motor vehicle

13. Not to allow any trailer caravan motorised caravan or boat or other similar chattel to be brought onto the Property or to be parked in any such parking space without the consent of His Royal Highness.

14. Not to erect or permit to be erected any television wireless or other aerials or satellite dish on the exterior of the Property

15. Not to use or permit any parking space designated by His Royal Highness as a visitors' parking space to be used otherwise than for occasional visitors' parking

16. Not to keep or leave any rubbish or refuse in front beside or to the rear of the building erected on the Property other than in a proper receptacle and then only on the day stipulated for the collection of the same by the local authority and to store such receptacles in the designated areas other than on the day of collection

17. To perform and observe all conditions contained in any planning permission or Building Regulations approval or consent issued by His Royal Highness affecting the Property.