



Golf Side Residents' Association

Annex 1

GSRA RULES

GENERAL

1. **Contractor Working Hours -**

- Monday – Friday 0800 - 1700
- Saturday 0800 - 1300
- Sunday & BH Emergency call out only

2. **Disturbance** - Members or their contractors will not create any unnecessary disturbance that will impact upon their neighbours. This includes, but not limited to, music, shouting, horns or barking dogs.

3. **Bonfires** - Members and residents must not light bonfires.

4. **Trading** – Members are not allowed to conduct trade or run a business from their property, which must only be used for domestic purposes. Trading would include, but is not limited to, activities such as home tutoring, medical services, cosmetic & beauty services, GP practice or consultations.

5. **Road Proposals** - Any proposals relating to Golf Side that require consideration by the Committee and / or by Members at the AGM, should be submitted by at least one Member in good standing who will then be responsible for managing the undertakings of the proposal in the event approval is obtained.

6. **Gate Notices / Road Signs** – All Members and residents should actively try to ensure that the notices on the road are respected by residents, their visitors and other road users.

7. **Parking** – Members and Visitors, including contractors and suppliers, must first park on the respective Member's property before attempting to park on the road directly outside of the Member's property, and only then if not impeding traffic, access, or in conflict with road markings, or raising any other safety concerns. Long term parking on the road is not permitted. Combustion engine vehicles parked on Golf Side should have their engines turned off to prevent any unnecessary noise and pollution.

8. **Verges** - Verges should be maintained by the Member whose property they front. This includes maintenance of any trees so that their size is appropriate for the road and roots do not damage the road, nearby drainage, or the verge itself. Verges must be kept clear of rubbish and storage of bins and kerbs kept clear of weeds and debris.

9. **Covenants** - The Member is obliged to adhere to their property's restrictive covenants.

10. **Type of dwelling** – Properties on Golf Side are ‘Single Dwelling’ type (including annex). Multi dwelling / sub-division of a property is not allowed and this specifically includes flats / terraced or semidetached houses. The subletting of part of the property is not allowed.
11. **Damage** – Members are required to provide the Committee with immediate written confirmation, of all damage to the road surface, foundations, sewers, kerbsides, surface water drains, lamp posts, gullies, trees neighbouring properties and verges etc. however caused by residents or contractors or suppliers, and arrange for repair ‘as new’ as soon as practical.
12. **Skips** - Skips are only allowed on the Members property and not on the roadway. Extenuating circumstances will be considered by the Committee on a case-by- case basis.

BUILDING / LANDSCAPING

13. **Building Line** - Building work must conform to the existing property building line. This includes extended porches, garages, outbuildings, and permanently located caravans or cargo containers.
14. **Building Height** - The height of any new building or extension must not exceed the height of neighbouring properties.
15. **Light Pollution** - Intrusive lighting, glass structures or reflective light, such as overly bright or poorly directed lamps, which affect neighbouring properties, is not allowed.
16. **Materials** - The house to be constructed / extended must use high quality materials similar to those used in the existing house and similar style houses within Golf Side.
17. **Clean up** - Members must ensure that all soil, stones, rubble, debris etc brought into or out of their property, including deposits on any part of the road, will be cleaned up the same day of each incident.
18. **Off-loading of materials** - No materials are to be left on the road or the verge at any time without prior approval from the Committee.
19. **Verge Damage** - Construction damage to the site grass verge must be replaced with new turf once the building work at the site has been completed.
20. **Building Site Contact** - Members will provide the Committee with the name, mobile phone number and email for the site foreman.
21. **Access** - Contractors / builders / Suppliers should use the closest practical entrance / exit for their site on Golf Side.
22. **Boundary** - Flank walls must be at least 1.5 metres away from the boundary with neighbours.
23. **Major Works Contribution** –

1. Purpose

The Major Works Contribution (“MWC”) is a payment payable by any Member undertaking major building works. Its purpose is to contribute towards the additional maintenance, repair, and long-term resurfacing costs of the private roadway arising from such works.

Major building works typically involve significantly increased use of the roadway by heavy goods vehicles, construction plant, contractors’ vehicles, and associated traffic. Such activity can cause accelerated and cumulative wear to the road surface, sub-base, kerbs, gates, verges, and related infrastructure. These additional impacts fall outside the scope of the standard Service Charge, which is intended to cover routine maintenance associated with normal residential use.

Heavy goods vehicles (“HGVs”), in particular, cause disproportionately greater damage to road surfaces than standard passenger vehicles. UK road surfacing specialists recognise that road wear increases exponentially with axle weight in accordance with the industry-standard “fourth power” principle. Consequently, a typical 44-tonne HGV may cause in excess of 20,000 times more wear to road infrastructure than a small passenger car. This demonstrates why major building works create substantial additional costs and why the MWC is necessary.

2. Liability Not Affected

Payment of the MWC shall be in addition to, and shall not replace, limit, or reduce, the responsibility of the Member, property owner, developer, or their contractors to make good any identifiable damage arising from the works to the roadway, neighbouring land, or adjoining property.

This shall include, without limitation, damage to kerbs, walls, fencing, gates, trees, landscaping, verges, utilities, services, or adjoining structures.

Where a Member or their contractor causes damage to, or leaves debris, mud, or other mess upon, the roadway and fails to remedy the same within a reasonable period following written notice from the Association, the Association may, as a last resort, arrange for the necessary remedial works and recover the reasonable costs incurred from the Member. Such costs may be added to the Member’s next Service Charge demand.

3. Works Requiring an MWC

An MWC shall be payable in respect of the following categories of building works carried out within the roadway where planning permission is required:

a. Demolition and Rebuild

Demolition, whether full or partial, involving the removal of two or more external walls and the rebuilding of a dwelling:

MWC: £10,000

b. Major Extensions or Alterations

Works not falling within paragraph (a) above, but involving one or more of the following:

- Planning permission;
- Partial demolition;
- Removal of the roof; or
- The dwelling becoming uninhabitable during the course of the works.

MWC: £5,000

c. Basements and Swimming Pools

Excavation works for the construction of a basement or swimming pool shall incur an additional:

MWC: £5,000

d. Landscaping Projects

A landscaping-only project, which does not form part of the major works described above, and which involves the use of earth-moving machinery or heavy equipment designed for digging, loading, or transporting soil, rock, or bulk materials, shall incur:

MWC: £5,000

Smaller projects not falling within paragraphs (a), (b), (c), or (d) above, including minor alterations and ordinary garden landscaping works, shall not attract an MWC. However, a voluntary contribution is encouraged where such works generate unusual wear or disruption.

4. Payment

The MWC shall be paid no later than fourteen (14) days prior to the commencement of the approved works. No works shall commence until payment has been received in full.

Late payments may attract interest at the statutory rate.

Where approved works do not proceed, the MWC shall be refunded within fourteen (14) days of the Association receiving written confirmation that the works have been cancelled or will not commence.

6. Review and Amendments

The Association may review the level of the MWC from time to time.

Any amendment to this clause, or to the amount of the MWC, shall apply only to planning permissions approved on or after the effective date of the amendment and shall not apply retrospectively.

24. **Planned Building Notification Form** – Members must complete this form if they plan to build on Golf Side requiring a new or amended planning application to the Council. A full copy of the application should be provided along with the form to the Committee at least 14 days before submission to the Council to allow the Committee to consider any impact to Golf Side and provide feedback to the Member.
25. **Building Material and Construction Equipment Deliveries** – These deliveries should be staggered so as to avoid congestion and obstruction on Golf Side.
26. **Building Work additional parking requirements** - In the case of building or landscaping work, all contractors or builders must, in the first instance, park on the development property itself. The developments kerb should be kept clear to allow for material pick-up and drop-off and if necessary, overflow parking. Any additional parking should then be sought on nearby wider roads, and not on the narrow roadways of Golf Side or Cuddington Way.
27. **ASLC** - Any building work must conform to the Cheam Area of Special Local Character (ASLC) guidelines.