



June 2019

## **Buying and Selling Covenanted Properties**

Columbus Point (Management Company) Limited (CPMCL) has prepared these notes to assist buyers and sellers of properties that are covenanted to pay for the upkeep of the Columbus Point Water Feature. The notes carry no legal weight or certainty and you are strongly advised to discuss the issues raised with your legal representatives.

- Stephen Rimmer LLP (“Rimmers”) is CPMCL’s solicitor and conveyancer and act on behalf of CPMCL in regard to the Water Feature and the Register of Members. Telephone: 01323 644222 [se@stephenrimmer.com](mailto:se@stephenrimmer.com)
- The CPMCL Company Secretary is The HML Group, 94 Park Lane, Croydon, CR0 1JB, telephone 0208 662 8800 [company.secretarial@hmlgroup.com](mailto:company.secretarial@hmlgroup.com).
- Hazelvine Limited is the Property Management company representing the leaseholders’ Landlords. All Square Law is their conveyancing/legal arm. Telephone 01628 200215 [mail@allsquarelaw.com](mailto:mail@allsquarelaw.com)

### **Leaseholders**

As stated above, Hazelvine Limited is the property manager acting for the lessor (freeholder) of all but one block of flats in the development.

As they act for the Lessor Hazelvine Limited can require both Vendors and Purchasers of their property to buy a Sales Pack.

### **Freeholders**

Hazelvine Limited carries out maintenance on the general estate for freeholders on the development for CPMCL and collect the costs for that work from the freeholders. It is not necessary for a freeholder to buy a Hazelvine Sales Pack. The only information a Vendor will require of Hazelvine or All Square Law is confirmation that there are no arrears of maintenance charges.

They cannot prevent or delay the sale (or purchase) of a freehold property on the development.

**If you are a Member of CPMCL and are selling your property**, you should point out to your selling agent, your conveyancer and your purchaser that there is a restrictive Deed of Covenant related to the Water Feature, making your property responsible for 1/369th of the costs of maintaining the Water Feature. You should ensure that your purchaser receives a copy of the current Service Charge invoice related to the Water Feature, and you should inform them of any related outstanding charges or debts.

Most local estate agents and solicitors will be aware of the unique conveyancing issues relating to Sovereign Harbour, and to Columbus Point and the Water Feature in particular.

### **Purchasing a property in Columbus Point.**

#### **The Water Feature & CPMCL**

Each of the 369 properties in Anguilla Close, Dominica Court, Grenada Close, Martinique Way, Monserrat Villas, San Juan Court, 1-30 Santa Cruz Drive and St Kitts Drive, have an obligation to pay for the Water Feature. Upon payment of their charges, Rimmers will provide Replies to Enquiries, relevant documents and a copy of the new Deed of Covenant relating to the Water Feature. Copies of the “old” deed of covenant will not be accepted.

**Transfer on Sale.** Registration of a Transfer at HM Land Registry will not be possible until Rimmers have received (a) a signed copy of the Deed of Covenant and (b) confirmation that there are no outstanding Water Feature service charges due over the property. **Until then the purchaser’s conveyancer will be unable to register the Transfer of ownership.**

When Rimmers have the signed Deed and confirmation that there are no outstanding charges, they will provide a Certificate lifting the Restriction at the Land Registry, and the purchaser’s conveyancers may register the Transfer of sale to the new owner (along with their mortgage deeds, if applicable) and new Title Deeds will be issued.

Rimmers also deal with Notice of Assignment, which is a form of notice to confirm the address the purchasers will be using for correspondence and importantly the address for any service charge demands.

**CPMCL Membership Liabilities.** After registration at HM Land Registry of the Transfer of sale to the new owner and upon receipt of Office Copy Entries confirming Registration of Title from the purchaser’s conveyancer, Rimmers will amend the Register of Members of CPMCL, and issue a Certificate of Membership to the new owner of the property.

Until the Register of Members has been amended, the former owner of the property (the Vendor) is still a Member of CPMCL. It is therefore very important that all Vendors ensure that their Purchaser’s conveyancers get a copy of the new Deed of Covenant from Rimmers and that it is executed and returned to Rimmers without unnecessary delay. This is because until all the foregoing processes have been

completed, even if a purchaser has taken possession of the property, they are not a Member of CPMCL and the Vendor, still being the Member of CPMCL, continues to be liable for all service charges related to the Water Feature.

**Sovereign Harbour Trust**. Purchasers should also be aware that there is also a Deed of Covenant relating to Sovereign Harbour Trust in regard to harbour charges (sea defences). The Trust's solicitors are Cripps Harries Hall LLP, of Tunbridge Wells, Kent. Telephone: 01892 515121 [contact@cripps.co.uk](mailto:contact@cripps.co.uk)

Information on the water feature can be found at: [www.cpmcl.co.uk](http://www.cpmcl.co.uk).

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