

# Management of Common areas Information sheet

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## Chapelpark, Oldmeldrum

1543 Revision 1  
October 15, 2021

## Statement of Intent

### VISION

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To create and sustain Scotia's neighbourhood developments for the benefit of all.

### AIMS

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Scotia will provide a structure for owners which will enable them by way of legal framework (DMS: Development Management Scheme) to maintain all common areas for the benefit of all.

### DELIVERY

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The structure provided to owners through which they will be empowered to maintain common areas will be as follows:

1. Each owner will automatically become a member of the Owners' Association and will be bound by the rules set out in the DMS when they buy their house. The Owners' Association will have specified powers, including the ability to own land within the development and to maintain the common areas within the development.
2. The development will be regulated by the rules set out in the DMS. The DMS will define the common areas (referred to as "scheme property" in the DMS) which will be maintained. The rules contained in the DMS are enforceable by the Manager appointed by the Owners' Association. The Manager acts as agent for the Owners' Association and must exercise his powers in good faith for the benefit of the Owners' Association.
3. All development areas which are not conveyed to individuals or adopted by the Local Authority may be transferred to the Owners' Association and such areas will thereafter be owned by the Owners' Association and managed for the benefit of the owners within the development.
4. The Owners' Association must appoint a Manager at the first annual general meeting of the association. The Manager will manage the scheme property for the benefit of the owners. The Manager should be an established firm of Property Managers/Factors and can be appointed by Scotia until the first annual general meeting of the Owners' Association. Thereafter, the Manager can be replaced or re-appointed by the Owners' Association at an annual general meeting.
5. The Owners' Association will be entitled to elect an advisory committee for the purpose of providing advice to the Manager as to the effective management of the scheme property.
6. Scotia will collect for the Manager a deposit (referred to as a "float") equivalent to the estimate of one year's Management/Factoring charges from each owner at handover.
7. Prior to completion of the development, responsibility for share of maintenance charges will follow the phased completion of common areas. The cost of maintaining common parts in blocks of flats will be paid for only by the owners of the flats within those blocks. Scotia will be liable to meet the share of maintenance that is attributable to any completed but unsold properties.
8. The Manager will be responsible for ensuring the effective management of common areas based upon the initial instruction from Scotia and thereafter from the Owners' Association. The management services to be provided will include, but not be limited to:
  - Inspection, maintenance and repair of the scheme property and the common parts of any flatted blocks within the development.
  - Accounting i.e. advance budgeting and accounts.

## YOUR FACTOR

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## FACTORS RESPONSIBILITIES

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The factor is responsible for the management of maintenance and repairs of the common property areas only. For more information please refer to your factoring pack which is available on the Scotia Homes and Newton Property Management website, information from which is also shown on the following pages. Alternatively, you can contact your Factor directly using the above contact details.

## NEWTON PROPERTY MANAGEMENT LTD (NPM) – factor statement

### Introduction

Newton Property Management Ltd are proud to be appointed by Scotia Homes to manage the shared areas of Chapelpark, Oldmeldrum. Our role will be to ensure that the common areas of the development are well maintained and continue to enhance the quality of life residents enjoy while living at Chapelpark.

### What does a Factor do?

Now that Local Authorities no longer adopt common landscaping on new developments, we will maintain the common grounds on the owners' behalf, and invoice them for their share regularly. We'll also place a Property Owners Liability Insurance policy to protect owners in case any incident occurs on the common ground, arrange inspection of the play areas, audit the trees (to make sure that any maintenance is dealt with quickly and efficiently) and keep the roads clear of snow until they become adopted.

We will work for the owners and we use third party contractors for all our activities – there's no conflict of interest and we are motivated to ensure best value for our customers.

### How much will it cost?

Our proposed budget is below, with more detail provided in the following pages. It's worth noting that the Management fee (£35+VAT per property per annum) is the only charge levied by Newton directly, with all other items on the budget billed to owners at cost.

We never charge any mark up on any services or contractors invoice and bills can be examined by owners upon request.

Item	Description	Total Per Annum	Liabe Properties	Per Property Per Annum
1	Common Grounds Maintenance (Inc. VAT @ 20%)	£ 8,280.00	62	£ 133.55
2	Property Owner Liability Insurance (Inc. IPT @ 12%)	£ 168.00	62	£ 2.71
3	Snow Clearing & Gritting (Inc. VAT @ 20%)	£ 1,500.00	62	£ 24.19
4	Play Area Inspections (Inc. VAT @ 20%)	£ 360.00	62	£ 5.81
5	Annual Tree Audit (Inc. VAT @ 20%)	£ 576.00	62	£ 9.29
6	Management Fee (Inc. VAT)	£ 2,604.00	62	£ 42.00
<b>TOTALS</b>				<b>£217.55</b>

We'll require a float payment of £100 per property – this allows us to pay the contractors invoices before issuing bills to our customers. The float is repaid at the time of sale (assuming all costs have been paid)

We're here for our customers, and excited to start work at Chapelpark

### GROUND MAINTENANCE SPECIFICATION

#### Development Common Hard & Soft Landscaping Maintenance

The development common landscaped areas (inclusive of any remote paths within the boundary of the site, all roadside verges and the SUDS scheme) will be maintained by vetted and approved ground maintenance contractors instructed by Newton Property Management. Contractors are expected to utilise suitable machinery and/or tools for the site conditions at all times. A high standard of work will be expected at all times.

#### SUMMER SCHEDULE (1st April – 31st October (16 Visits) approx. every 14 days)

##### EVERY VISIT

Grass Cut and edge grass. All cuttings to be uplifted and removed from site. Litter collection

Clear and remove all litter from site

Trees & Hedges

Check ties and stakes and weed

All hedges & shrubbery to be trimmed (where required) and kept back from pathways & windows.

Shrub beds

All beds to be kept weed free, turned over by fork or hoe and edged

General

All common hard standing areas, car park and bin areas to be brushed and kept weed free by either chemical applications or manually.

**TWICE PER SEASON**

Grass

Treat all areas for clover and weed infestation

Hedges

Prune and remove from site (June & October)

Inspection of planting

Inspection of all plants and shrubs. Remove dead plants/ treat for pests and disease if necessary. Refirming (Ensure all plants remain firmly bedded in the ground by treading around the base of the plant)

**WINTER SCHEDULE (1 November – 31st March (5 Visits) (once monthly))**

**EVERY VISIT**

Litter & leaves collection

Clear and remove all litter, leaves and any other materials from site.

Shrub beds

Re-firm, prune and keep tidy

Hard-standing areas Brush and keep weed free

Trees & Hedges Check ties and stakes

**ONCE PER SEASON**

Refirming (Ensure all plants remain firmly bedded in the ground by treading around the base of the plant)

**1.SUSTAINABLE URBAN DRAINAGE SYSTEMS**

In addition to the ground maintenance schedule, the drainage systems will be visually observed by the ground maintenance contractor, and by the NPM development property manager during each of their quarterly maintenance visits. Particular attention will be paid to any inlet/outlet pipes and grilles to avoid clogging. Litter & debris will be removed as and when necessary. The mulch layer within any bio-retention units will be replaced as and when necessary. Stones within any filter trenches will be removed & cleaned, or completely replaced, as and when necessary. Any one-off costs associated with maintenance of the SUDs schemes will be borne by the owners.

**2.Independent Play Area Inspections**

An experienced play area inspector will undertake quarterly inspections of the play are and equipment. They will be instructed to attend to any repairs as and when the equipment or surfacing is damaged.

**3.Property Owner Liability Insurance**

Property owner liability insurance will be put in place on behalf of the owners. Our policy limit has increased and will ensure that the development will be insured for liability purposes to a value of £10,000,000 each. This covers all common open space within the development and includes the play area.

**4.Snow Clearing – Gritting services**

We will initiate a snow clearing and gritting maintenance contract with a company specialising in winter maintenance. Costs are calculated per visit and the visits are triggered by the road surface temperatures (RSTs). The contractor keeps track of weather conditions within the area that the development is located and will automatically carry out gritting when RSTs falls to zero degrees or below. If there is 2cm or more of snow on the ground at the time of gritting, the snow will automatically be manually cleared from key pedestrian routes, footpaths, fire exits etc., Mechanical snow clearance is activated by mid-day weather forecast when 5cm or more of snow is forecast to fall in the period between 1200hrs and 0600hrs the following day.