

**These are the notes referred to on the following official copy**

Title Number BK460589

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

LR1	Date of Lease	28th March 2014
LR2	Title Number(s)	<p>LR2.1 Landlord's title number(s)</p> <p>BK444504</p> <p>LR2.2 Other title numbers - none</p>
LR3	Parties to this lease	<p>Landlord</p> <p>TAYLOR WIMPEY UK LIMITED (Company registration number 1392762) Registered office Gate House Turnpike Road High Wycombe Bucks HP12 3NR</p> <p>Tenant THOMAS EDWARD PALMER and HANNAH LOUISE YOUNG of 25 Chancel Mansions Hebbecastle Down Warfield Bracknell RG42 2QA</p> <p>Other Parties</p> <p>Management Company</p> <p>CHAMONIX ESTATES LIMITED (Company Registration number 5851267) Registered office The Maltings Hyde Hall Farm Sandon Herts SG0 0RU</p>
LR4	Property	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail</p> <p>Ground Floor Flat being Plot 66 The Pavilions Wokingham Berkshire shown edged red and numbered 66 on the Plan and the ground floor parking space numbered 66P and coloured red on the Plan</p>
LR5	Prescribed statements etc	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform Housing and Urban Development Act 1993) of the Land Registration Rules 2003</p> <p>None</p>

	<b>LR5.2 This lease is made under or by reference to, provisions of:</b>
<b>LR6 Term for which the Property is leased</b>	<b>125 years commencing on 1<sup>st</sup> January 2012</b>
<b>LR7 Premium</b>	<b>£215,000.00 Two hundred and fifteen thousand pounds</b>

<b>LR8 Prohibitions or restrictions on disposing of the lease</b>	<b>This lease contains a provision that prohibits or restricts dispositions</b>
<b>LR9 Rights of acquisition etc.</b>	<p><b>LR9.1 Tenant's contractual rights to renew this lease to acquire the reversion or another lease of the Property or to acquire an interest in other land</b></p> <p>None</p> <p><b>LR9.2 Tenant's covenant to (or offer to) surrender this lease</b></p> <p>None</p> <p><b>LR9.3 Landlord's contractual rights to acquire this lease</b></p> <p>None</p>
<b>LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	None
<b>LR11 Easements</b>	<p><b>LR11.1 Easements granted by this lease for the benefit of the Property</b></p> <p><b>SECOND SCHEDULE PART 1</b></p> <p><b>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other Property</b></p> <p><b>SECOND SCHEDULE PART 2</b></p>
<b>LR12 Estate rentcharge burdening the Property</b>	None
<p><b>LR13 Application for standard form of restriction</b></p> <p>The parties to this Lease apply to enter the following standard form of restriction against the title of the above property</p>	<p>No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Chamonix Estates Limited (Company Registration Number 5851267) of The Maltings Hyde Hall Farm Sandon Herts SG0 0RU that the provisions of Clause 8 of the Third Schedule of this lease have been complied with</p>
<b>LR14 Declaration of trust where there is more than one person comprising the Tenant</b>	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants</p> <p><del>OR</del></p> <p><del>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares</del></p> <p><del>OR</del></p> <p><del>The Tenants is more than one person. They are to hold the Property on trust</del></p>



**H.M. LAND REGISTRY**  
**LAND REGISTRATION ACT 2002**

**LEASE OF PART**

County and District : BERKSHIRE: WOKINGHAM  
Title Number : BK444504  
Land : LAND AT WOKINGHAM CRICKET CLUB GROUND WELLINGTON ROAD WOKINGHAM

**THIS LEASE** is made the

*28th March*

20 14

**BETWEEN:**

- (1) **TAYLOR WIMPEY UK LIMITED** (Company Number 1392762 ) whose registered office is at Gate House Turnpike Road High Wycombe Bucks HP12 3NR ("the Company")
- (2) **CHAMONIX ESTATES LIMITED** (Company Number 5851267) whose registered office is at The Maltings Hyde Hall Farm Sandon Herts SG0 0RU ("the Management Company")
- (3) **THOMAS EDWARD PALMER and HANNAH LOUISE YOUNG** of 25 Chancel Mansions Hebbecastle Down Warfield Bracknell RG42 2QA("the Buyer")

**1. Consideration and Demise**

- 1.1 For the purposes of this Lease the following expressions shall have the following meanings:-

**"Price"** As defined in LR7

**"Property"** As defined in LR4

**"Rent"** means the yearly rent of **TWO HUNDRED AND FIFTY POUNDS (£250.00)** payable annually in advance on 1<sup>st</sup> January in each year as adjusted pursuant to the provisions of Clause 8 hereof

**"Term"** As defined in LR6

The expressions "the Company" "the Management Company" and "the Buyer" include their respective successors in title and the expression "the Company" includes the reversioner for the time being immediately expectant upon the Term.



1.2 In consideration of the Price now paid to the Company (the receipt whereof is hereby acknowledged) and the covenant on the part of the Buyer to pay the Rent the Company:

1.2.1 Demises to the Buyer with Full Title Guarantee the Property:-

1.2.1.1 with the benefit of the rights in the terms specified in Part I of the Second Schedule; but

1.2.1.2 subject to the rights in the terms specified in Part II of the Second Schedule; and

1.2.2 Assigns to the Buyer the benefit (so far as the same attaches to the Property) of all covenants made with the Company by any other person who is the registered proprietor of any part of the Development or the Estate

**TO HOLD** the same for the Term paying the Rent and the Maintenance Charge the first payment of which (or a proportionate part thereof) to be made on the date hereof

## **2. Definitions**

In this Lease the following definitions shall also apply:-

<b>"Block"</b>	The Block of Flats of which the Property forms part
<b>"Buildings"</b>	All buildings and other structures (and any structures incidental to the user thereof) including glass and frames of windows and any Service Installations now or hereafter constructed (save any dwellings not being Flats and any Service Installations serving such dwellings and any Electricity sub-station site) on over or beneath the Development
<b>"Common Parts"</b>	All parts of the Development including the Main Structure (but excluding the Estate Roads and Estate Sewers) not comprised in the Leases
<b>"Development"</b>	The land shown edged green on the Plan and the Buildings on over or beneath such land (but excluding the Property)
<b>"Estate"</b>	All land (excluding the Development and the Property) in respect of which the Company (or any Company from time to time within the Taylor Wimpey Group of Companies) is or was the registered proprietor under the Title Number above referred to and the buildings thereon and thereover
<b>"Estate Roads"</b>	All roads verges and footpaths now or hereafter constructed within the Estate which are intended to become highways maintainable at the public expense as indicated on the Plan
<b>"Estate Sewers"</b>	All main foul and surface water sewers now or hereafter constructed within the Estate which are intended to become sewers maintainable at the public expense
<b>"Flat"</b>	The part or parts of the Block (including any balcony or terrace therewith) bounded by the Main Structure forming part of the floors exterior walls and ceilings thereof and one half of all other walls dividing the same from the Development (the position and extent whereof is indicated and edged red

on the Plan) which said part or parts of the Buildings includes the items referred to in Part I of the First Schedule

**"Index"** means the Retail Prices (All Items) Index published by the office for National Statistics or any official publication substituted therefore or any other index substituted therefore in accordance with the provisions of Sub-clause 8.2 hereof

**"Leases"** Any leases granted or to be granted by the Company of any flats comprised in the Development

**"Main Structure"** All structural parts of the Buildings more particularly described in Part II of the First Schedule

**"Maintenance charge"** means (subject to the Agreement and Declaration in relation thereto contained in paragraph 6 of the Seventh Schedule

- (a) in relation to the Building and the Common Parts the proportion applicable to the Property (specified in Part III of the Sixth Schedule) of the sums spent or to be spent by the Management Company on the matters specified in Part I of the Fifth Schedule and so far as the same relate the matters specified in Part II of the Sixth Schedule as estimated or adjusted in accordance with Part I of the Sixth Schedule
- (b) in relation to the Managed Facilities a sum equal to the total amount spent or to be spent by the Management Company on the matters specified in Part II of the Fifth Schedule and so far as the same relate the matters specified in Part II of the Sixth Schedule estimated or adjusted in accordance with Part I of the Sixth Schedule divided by the number of dwellings within the Development and Estate benefiting or intended to benefit from the rights and covenants in relation to the Managed Facilities similar to those contained in this Lease

**"Managed Accessways"** any entrances pedestrian ways forecourts or driveways now or hereafter constructed on the surface of the land shown coloured purple on the Plan and which are intended to remain private (excluding any Visitors Parking Spaces)

**"Managed Facilities"** the Managed Accessways the Visitors Parking Spaces the land shown coloured green on the Plan including all structures pathways and planting etc within that area and subject to such variations as the Company shall consider reasonable

**"Nominated Insurer"** Such Insurance Company as the Company shall from time to time nominate

**"the Plan"** The plan annexed hereto

**"Private Accesses"** all entrances driveways footpaths forecourts or access intended to serve more than one property shown coloured brown on the Plan (if any)

**"Review Dates"** means (subject to the provisions of Clause 8.2 hereof) the tenth anniversary of the date of commencement of the Term and each successive tenth anniversary thereafter



**"Service Installations"**

All drains channels sewers pipes wires cables installations watercourses and other conducting media whatsoever and any structures incidental to the user thereof (but excluding the Estate Sewers) now or hereafter constructed or laid on over or beneath the Development or the Estate

**"Visitors Parking Spaces"**

the parking spaces marked "VP" and coloured purple on the Plan (if any)

**3. Buyer's Covenants**

The Buyer covenants with the Company and the Management Company and also as a separate covenant with every other person who is the registered proprietor of any part or parts of the Development and the Estate and each and every part thereof and with the intention of binding the Property in the terms specified in the Third Schedule

**4. Company's Covenants**

The Company covenants with the Buyer in the terms specified in the Fourth Schedule

**5. Management Company's Covenants**

The Management Company covenants severally with the Company and the Buyer as follows:-

- 5.1 In relation to the Buildings and the Common Parts in the terms specified in Part I of the Fifth Schedule; and
- 5.2 In relation to the Managed Facilities and Service Installations not comprised in the Leases in the terms specified in Part II of the Fifth Schedule
- 5.3 Upon receipt of any application made pursuant to paragraph 8 of the Third Schedule (but subject to the Rent and Maintenance Charge having been paid at least up to the date of such application) the Management Company shall immediately consent in writing to the registration of the person named therein as proprietor at H.M. Land Registry.

**6. Maintenance Charge Covenants**

The Management Company and the Buyer each covenant with the other and the Company in the terms specified in Part I of the Sixth Schedule

**7. Agreements and Declarations**

The Company the Management Company and the Buyer agree and declare:-

- 7.1 in the terms specified in the Seventh Schedule; and
- 7.2 that all the said Schedules are imported into the operative part of this Lease; and
- 7.3 that this Lease is made on the condition that if any sums payable hereunder shall at any time be in arrear or unpaid for 21 days after the same shall have become due or if the Buyer shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions on the part of the Buyer herein contained then it shall be lawful for the Company to re-enter upon the Property or any part thereof and peaceably hold and enjoy the Property thereafter as if this Lease had not been granted and this demise shall thereupon absolutely determine but without prejudice to any rights of action or remedy of the Company and the Management Company

## **8. Rent Review**

- 8.1 The Rent hereby reserved shall on each of the Review Dates be adjusted by reference to any percentage change in the Index between :-
- 8.1.1 (in relation to the first of the Review Dates) (a) the figure published immediately prior to the term commencement date and (b) the figure published immediately prior to the first Review Date; and
- 8.1.2 (in relation to each of the subsequent Review Dates) by reference to any percentage change in the Index between (a) the figure published immediately prior to the previous Review Date and (b) the figure published immediately prior to the Review Date in question
- 8.2 In the event of the Index ceasing to be published or if for any other reason it becomes impossible to apply it then the Company and the Buyer shall agree a suitable alternative Index for the purpose of this Clause
- 8.3 If the reference base used to compile the Index shall change at any time during this Lease the figure shown in the relevant Index after the change shall be the figure which would have been shown in the relevant Index if the reference base had not changed
- 8.4 For the avoidance of doubt and subject to clause 8.2 at no time shall the Rent be reviewed to a figure which is lower than the Rent reserved for any year prior to the Review Date in question

### **FIRST SCHEDULE PART I (Definition of Flat)**

There shall be included in the Flat:-

- (a) One half of all internal walls dividing the same from any adjoining flats garages or internal parts of the Common Parts of the Buildings (and such walls shall be deemed to be party walls and maintainable as such) and the whole of all other internal walls;
- (b) Any screed floorboards plasterboards panels tiles and other fixings and finishes upon the inner surface of the Main Structure of the floors external walls and ceilings thereof;
- (c) Frames and internal doors (including glass and fastenings);
- (d) All doors other than communal doors;
- (e) All Service Installations comprised therein exclusively serving the same but not those used in common;
- (f) Where the same includes a balcony or terrace the fixings and finishes upon the surface of the floor and the interior of any walls or ceilings thereof and the airspace to the ceiling level thereof;
- (g) All other internal parts thereof not specifically hereinbefore mentioned (but excluding all parts of the Main Structure therein)

### **PART II**

### **(Definition of Main Structure)**

There shall be included in the Main Structure:-

- (a) The foundations of the Buildings
- (b) The external walls of the Buildings (excluding any items fixed thereto as mentioned in paragraph (b) of Part I hereof) and any rendering tiling or other fixings and finishes upon the exterior thereof;
- (c) Any joists and floor-slabs and the internal structure of any loadbearing supporting or retaining floor walls beams columns or ceilings of the Buildings and all other similar structural parts thereof;
- (d) The roofs over the Buildings;
- (e) The whole of the boundary walls or fences dividing any garden land comprised in any dwellings from the Common Parts;
- (f) All communal windows and doors and windows and glass and frames on external walls of the flat.

### **SECOND SCHEDULE PART I (Rights Granted)**

The right for the Buyer and all persons authorised by the Buyer (in common with all other persons having a similar right):-

#### **Access**

- (a) To pass with or without vehicles along the Estate Roads and any other roads connecting thereto which are intended to be highways maintainable at the public expense to provide access and egress to and from the public highway and to pass with or without vehicles as appropriate over any of the vehicular accessways comprised in the Common Parts the Private Accesses and Managed Accessways for the purpose of access to and egress from the Property

#### **Pedestrian Access**

- (b) To pass on foot along halls corridors staircases landings and other footways comprised in the Common Parts

#### **Services**

- (c)
  - (i) To use the Estate Sewers for the passage of water and sewage
  - (ii) To use the Service Installations comprised in the Development and the Estate for the passage of water sewage gas electricity and other services

#### **Aerials**

- (d) To use any communal aerial system or other communal transmission media comprised in the Development

**Refuse**

- (e) To use any bin/cycle store comprised in the Common Parts

**Recreational Areas**

- (f) To use any grounds (if applicable) intended for recreational use and comprised in the Common Parts and Managed Facilities for recreation purposes in a quiet and peaceful manner

**Other Facilities**

- (g) To use any facilities or things provided for the common use of the Buyer and the registered proprietors of the titles to the Leases

**Projections**

- (h) To retain in place any parts of the Property which overhang or protrude into the Development or the Estate

**Support**

- (i) To have the Property supported sheltered and protected by all parts of the Development and the adjoining Buildings comprised in the Development or the Estate

**Entry**

- (j) To enter upon the Development or the Estate (other than the site of any electricity sub-station or similar installation) at all reasonable times (and at any time in an emergency) so far as may be necessary for the purposes of inspecting maintaining repairing and renewing the Property and the Service Installations comprised in the Development or the Estate

**Parking**

- (k) The right to use any Visitors Parking Spaces (if any) for the temporary parking of a fully taxed private motor vehicle or motor cycle if available on first come first served basis

**PART II  
(Rights Reserved)**

1. The rights (which so far as not already created or hereby reserved) of the registered proprietor from time to time of any part or parts of the Development or the Estate and the Management Company and all persons authorised by them (in common with all others having a similar right):-

**Services**

- (a) To use the Service Installations comprised in the Property for the passage of water sewage gas electricity and other services;

**Projections**

- (b) To retain in place any parts of the Buildings comprised in the Development or the Estate which overhang or protrude into the Property;

#### **Protection**

- (c) To have all parts of the Development and the Estate and the adjoining Buildings comprised in the Development and the Estate supported sheltered and protected by the Property; and

#### **Entry**

- (d) To enter upon the Property at all reasonable times (and at any time in an emergency) so far as may be necessary for the purposes of inspecting maintaining repairing and renewing all parts of Buildings comprised in the Development or the Estate and the Service Installations comprised in the Property

#### **Light and Air**

- (e) The right to build new buildings upon and to rebuild extend alter or carry out other works to any buildings from time to time on the Development and or Estate and by so doing to restrict or interrupt the passage of light and air to any buildings from time to time on the Property.

### **2. Future Services**

The right for the Company and the Management Company and all persons authorised by them to enter upon the Property at all reasonable times (and at any time in an emergency) to lay construct inspect maintain repair and renew any drains channels sewers pipes wires cables watercourses and other conducting media whatsoever (and any structures incidental to the user thereof) within the Property so far as the same may be required by any Statutory authorities or Services Supply Companies in connection with the supply of services usually provided or maintained by them

### **THIRD SCHEDULE (Covenants by the Buyer)**

#### **1. Maintenance Charge, Rent, Interest and Taxes**

- (a)
  - (i) To pay the Maintenance Charge and the Rent on the days and in the manner herein provided without any deduction (whether by way of set off lien charge or otherwise) whatsoever;
  - (ii) That in the event of the Maintenance Charge the Rent or any other sum payable in accordance with the terms of this Lease (or any part or parts of the same) remaining unpaid five working days after the same shall have become due (whether formally demanded or not) the Buyer shall pay interest at the rate of 4 per cent per annum above the Base Rate of National Westminster Bank Plc prevailing from time to time or at the rate of 12% (whichever shall be the higher) upon the amount remaining unpaid from the date upon which it became due to the date of payment of such Maintenance Charge or other sum being deemed to be rent recoverable by the Management Company as rent in arrear;
- (b) To pay all existing and future council or other taxes rates assessments charges and outgoings whatsoever payable in respect of the Property;

#### **2. Repair**



To keep the Property including the Service Installations exclusively serving the Property with all erections and improvements which may hereafter be made in a good state of repair and condition

### **3. Legislation**

- (a) To comply with all legislation in respect of the Property and to do all such works as under any legislation are directed or required to be done on or in respect of the Property (whether by Landlord tenant or occupiers) nor to do or omit to be done any act matter or thing in respect of the Property which shall contravene any such legislation and to keep the Company and the Management Company indemnified against all claims demands and liabilities in respect thereof
- (b) To give full particulars in writing to the Company of any notice direction or order (or proposal for the same to be made) given or issued to the Buyer by any local or public authority within seven days of receipt of the same and if so required by the Company produce the same to the Company and without delay take all necessary steps to comply (except so far as aforesaid) with any such notice direction or order and at the request of the Company make or join with the Company in making any objection or representation against the same (or any such proposals) as the Company shall deem expedient

### **4. User**

- (a) That no part of the Property shall be used for any purpose other than as or incidental to a private dwelling in the occupation of one household only
- (b) Not to use the Property for any illegal or immoral purpose nor to permit any illegal drug or drugs to be brought onto the Property

### **5. Support**

That nothing shall be done which may lessen the protection or support given by the Property to the adjoining Buildings comprised in the Development or the Estate

### **6. Nuisance**

Not to do or omit to be done on the Property or the Development any act matter or thing:-

- (a) Which may be or become a nuisance annoyance or disturbance or inconvenience to the Company the Management Company or the registered proprietors of the titles to any part or parts of the Development or the Estate or which may prejudicially affect the Property or the Development or the Estate or which may damage the Service Installations and not to play any musical instrument electronic recording television or radio which may be audible outside the Property between 11pm and 8am
- (b) Whereby any insurance effected by the Management Company in respect of the Property and the Development or the Estate may be rendered void or voidable or whereby the rate of premium may be increased

### **7. Obstruction**

Not to obstruct the Common Parts Private Accesses or Managed Facilities and not to injure or in any way damage the common entrances walls stairways corridors and landings in the Development

### **8. Management Company**



That the Buyer shall not transfer the Property unless the Rent and Maintenance Charge has been paid at least up to the date of such transfer

**9. Disposals**

- (a) Not to transfer underlet or otherwise part with possession of part only of the Property
- (b) within one calendar month of every transfer underletting assignment other form of disposal mortgage or legal charge of this Lease of the Property and also of every Grant of Probate or Letters of Administration Order of Court or other instrument effecting or evidencing a devolution of the title of this Lease being executed or operating or taking effect or purporting to operate or take effect to provide the Company's solicitors or agents and the Management Company's solicitors with a certified copy for the purpose of registration and to pay to the solicitors or agents for the Company a reasonable fee of not less than £100 per notice (together with any Value Added Tax which may be payable in respect thereof) and if appropriate to pay to the Management Company such reasonable fee as the Management Company shall require (together with any Value Added Tax which may be payable in respect thereof)

**10. Alterations**

Not to:-

- (a) Make any structural alterations to the Property or replace any of the windows thereof save for glass within doors or windows within the demise;
- (b) Erect on or affix to the Property any satellite dish aerial or any hoarding advertisement or notice (other than the usual board or notice offering the Property for sale); or
- (c) Erect or construct on any part of the Property any building whatsoever

**11. Assessments**

To pay all sums of any nature assessed or charged at any time upon the Property or the Company the Management Company or the Buyer in respect thereof

**12. Expenses**

To pay all expenses (including Solicitor's costs and surveyor's fees) incurred by the Company or the Management Company in the recovery of any arrears of Maintenance Charge or incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 (or any statutory modification re-enactment or replacement thereof) notwithstanding that forfeiture is avoided (otherwise than by relief granted by the Court)

**13. Inspections**

- (a) To permit the Management Company and all persons authorised by it after the giving of reasonable notice and at all reasonable times to enter upon the Property to examine the condition thereof (and thereupon the Management Company may serve notice in writing specifying any repairs necessary and require the Buyer forthwith to execute the same); and

- (b) If the Buyer shall not within one month after service of such notice proceed diligently with the execution of such repairs then to permit the Management Company to enter upon the Property and execute such repairs (and the cost thereof including the Management Company's Surveyor's or Agent's fees shall be a debt due from the Buyer to the Management Company)
- (c) To permit the Management Company or any lessees and all persons authorised by them at all reasonable times to enter upon the Property with all necessary materials and equipment to inspect repair and renew any of the Buildings within the Development or to clean repair or renew any of the Service Installations used in common the persons exercising such right making good any damage caused to the Property to the reasonable satisfaction of the Buyer

#### **14. Indemnity**

To indemnify and keep indemnified the Company against all damages costs and any other liabilities resulting from any non-observance or non-performance by the Buyer or his undertenant of any covenants relating to the Property herein contained or on the registers of the title above referred to

#### **15. Refuse**

To deposit all domestic refuse only in refuse disposal containers to be kept in the bin stores

#### **16. Damage**

Not to place any **excessive** weight or strain on the floors of the Property and to repair or pay the cost of repairing any damage which may be caused by a breach of this covenant

#### **17. Animals**

- (a) Not to keep any animal on the Property without the prior written consent of the Company or the Management Company
- (b) To comply with such directions as the Company or the Management Company may from time to time issue regarding the keeping of any animal on the Property and to ensure that such animal shall not cause any nuisance or disturbance or foul any Common Parts or Managed Facilities

#### **18. Windows**

To keep the external and internal windows in the Property clean and to ensure that the Property has appropriate floor coverings on all floors and curtains and/or blinds on all windows

#### **19. Washing Lines**

Not to erect any washing line within the Development and not to use any part of the Common Parts or Managed Facilities for the purpose of drying or airing laundry except such areas as may from time to time be designated for such purpose by the Company or the Management Company

#### **20. Parking**

Not to use any car parking space for any purpose other than the parking of one private motor car or one private motor cycle which shall be in a roadworthy condition and shall exhibit a current Road Fund Licence

## **21. Regulations**

To comply with such Regulations as the Management Company may from time to time introduce with regard to the proper management of the Development

## **22 Private Accesses**

To pay a reasonable proportion of the expense of repairing replacing renewing and cleansing the Private Accesses

### **FOURTH SCHEDULE (Covenants by the Company)**

#### **1. Quiet Enjoyment**

To allow the Buyer (subject to his complying with the terms of this Lease) to hold and enjoy the Property throughout the said term without any interruption by the Company

#### **2. Enforcement**

To enforce (if so required by the Buyer in writing) the covenants in terms similar to the covenants contained in the Third Schedule to this Lease given or to be given in the Leases upon the Buyer indemnifying the Company against all costs and expenses in respect of such enforcement and providing such security or deposit for payment of the said costs and expenses as the Company may require and complying with all reasonable requirements of the Company (including obtaining at the Buyer's expense the Opinion of Counsel nominated by the Company prior to requiring the Company to enforce the said covenants)

#### **3. Maintenance**

- (a) To procure that the Management Company shall observe and perform the obligations of the Management Company contained in the Fifth and Sixth Schedules and itself to carry out such obligations in the event of the Management Company failing to do so and in such event shall reclaim all costs claims and demands from the Buyer and other tenants of the Building for so doing.
- (b) Until such time as it grants a Lease on any flat comprised in the Development (in so far as the same is not the responsibility of the Management Company) to maintain repair and renew such flat.

#### **4. Uniformity**

To impose in the Leases covenants in terms similar to those contained in the Third Schedule to this Lease

#### **5. Estate Infrastructure**

To construct and maintain the Estate Roads and Estate Sewers to the specification of the Highway Authority and Water Company respectively pending adoption of the same as highways and sewers maintainable at the public expense and to indemnify the Buyer and his Mortgagee and their successors in title against any liability in respect thereof until formal adoption

### **FIFTH SCHEDULE PART 1 (Covenants by the Management Company in respect of the Buildings and Common Parts)**

**1. Repair**

To keep the Common Parts in a good state of repair and condition

**2. Painting**

To paint or otherwise treat (as may be appropriate) as often as may be necessary in a proper and workmanlike manner and with suitable materials of a good quality such parts of the Common Parts as are usually painted or otherwise treated and the exterior of the doors door frames and window frames in all walls dividing the Property from the Development

**3. Cleaning**

To keep the Common Parts clean and tidy and to arrange for the regular cleaning of the exterior and the interior of all windows comprised in the Common Parts

**4. Lamps**

To maintain in proper working order any lamps provided for the illumination of the Common Parts

**5. Aerials**

To maintain in proper working order any communal aerial system or other communal transmission media serving the Property

**6. Insurance**

(a) To keep the Property and the Buildings insured against all risks from time to time included in the Nominated Insurer's Householder's Comprehensive Policy (including subsidence and heave) and such other risks as the Management Company shall in its absolute discretion deem necessary:-

(i) With the Nominated Insurer;

(ii) Through the agency of the Company or such other agency as it may direct; and

(iii) In a sum equal to the full rebuilding cost thereof (including the removal of debris) for the time being together with an adequate sum in respect of the Architect's and Surveyor's fees;

(b) To make all payments necessary for the above purpose within seven days after the same shall become due;

(c) To produce to the Buyer on demand the Policy of such insurance and the receipt of each such payment;

(d) To permit the Buyer to notify the Nominated Insurer of the interest of the Buyer and any mortgagee in the Policy of such insurance and for that purpose (at the request of the Buyer) to furnish the Buyer with particulars of such Policy;

(e) To cause all monies received by virtue of such insurance to be forthwith expended in rebuilding and reinstating the Property and the Buildings; and

**7. Assessments**

To pay all rates taxes assessments and outgoings charged imposed or assessed in respect of the Common Parts

**FIFTH SCHEDULE  
PART II  
(Covenants by the Management Company in respect  
of the Managed Facilities)**

**1. Maintenance**

To keep maintain repair renew and improve the Managed Facilities and Service Installations and any other structures within the Managed Facilities in a good state of repair and condition

**2. Clean and Cultivate**

To clean cultivate tidy and maintain any verges floral or recreational areas within the Managed Facilities (if any)

**3. Lamps, tools and other equipment**

To keep in proper working order any lamps provided for the illumination of the Managed Facilities and all tools electrical and other equipment and apparatus including any gates barriers or other security equipment provided or obtained for the use of the Management Company in connection with its obligations

**4. Insurance**

To keep the Managed Facilities insured against all risks including Public and Third Party Liability on the same terms mutatis mutandis as are contained in Paragraph 6 of Part I of this Schedule

**5. Assessments**

To pay all rates taxes assessments and outgoings charged imposed or assessed in respect of the Managed Areas;

**SIXTH SCHEDULE  
PART I  
(Covenants by the Management Company and the Buyer  
in respect of the Maintenance Charge)**

**1. Estimate**

The Management Company shall as soon as practicable after the 1st day of January in each year prepare estimates of the sums to be spent by it on the matters specified in Part II of this Schedule ("Estimated Management Costs") for such year in respect of:-

- (a) Expenditure relating specifically to the Buildings and the Common Parts pursuant to the provisions of Part I of the Fifth Schedule; and
- (b) Expenditure relating to the Managed Facilities pursuant to the provisions of Part II of the Fifth Schedule;

and shall forthwith thereafter notify the Buyer of such Estimated Management Costs

**2. Payment**



The Buyer shall within 14 days of receipt of demand therefor pay the Maintenance Charge to the Management Company (or to the Company if the Company is carrying out the obligations of the Management Company under the provisions of paragraph 3(a) of the Fourth Schedule)

### **3. Account and Adjustment**

The Management Company shall in respect of each calendar year keep accounts of the sums spent by it on the matters specified in Part II of this Schedule ("Actual Management Costs") in relation to the obligations contained in the Fifth Schedule and shall as soon as reasonably practicable after the end of each calendar year notify the Buyer of the Actual Management Costs incurred during such year and the amount of the Estimated Management Costs for the current year notified to the Buyer in accordance with paragraph 1 hereof shall be amended (whether by addition or subtraction) to take into account any excess or deficiency in the Actual Management Costs incurred in the preceding year

### **4. Disputes**

If any dispute difference or question shall arise between the Buyer and the Management Company in relation to the provisions of Parts I and II of this Schedule then such dispute difference or question shall be referred by either party thereto to the determination and award of a Chartered Surveyor acting as an expert to be chosen by the said parties (or in default of an agreement to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors) whose determination and award shall be final and binding on both parties and whose fees and expenses shall be borne by the parties in such proportion as the said Chartered Surveyor shall determine

## **PART II (Expenditure to be recovered by means of the Maintenance Charge)**

### **1. Covenants**

The sums spent by the Management Company of and incidental to the observance and performance of the covenants on the part of the Management Company contained in the Fifth Schedule and Part I of this Schedule

### **2. Sundry Fees**

All fees charges expenses salaries wages and commissions paid to any Auditor Accountant Surveyor Valuer Architect Solicitor or any other agent contractor or employee whom the Management Company may employ in connection with the carrying out of its obligations under this Lease and the Leases including the costs of and incidental to the preparation of the estimates notices and accounts referred to in Part I of this Schedule

### **3. Employees**

All expenditure incurred in respect of any employees of the Management Company in the provision of uniforms clothing or accommodation and all outgoings incurred in connection therewith or payable in respect thereof and the cost of any such other items in connection therewith as the Management Company shall from time to time determine

### **4. Insurance**

The costs of effecting and maintaining in force the Insurance Policies referred to in paragraph 6 of Part I of the Fifth Schedule and paragraph 4 of Part II of the Fifth Schedule



**5. Rates**

All rates (including water rates) charges taxes assessments and any other outgoings payable in respect of the Development

**6. Maintenance**

All sums paid by the Management Company for the repair and maintenance decoration cleaning lighting and managing of the Development whether or not the Management Company was liable to incur the same under its covenants herein contained (for the avoidance of doubt cleaning of the external windows of a flat on the Development will be the responsibility of the Buyer and not form part of the Maintenance Charge)

**7. Tax**

Any tax (including Value Added Tax and Stamp Duty) paid or payable by the Management Company to the extent that the same is not recoverable by the Management Company

**8. Interest**

Any interest or other charges incurred by the Management Company borrowing money (including the cost of procuring any guarantee or bond for repayment) for the purpose of any of the matters referred to in this Schedule

**9. Litigation**

The costs incurred by the Management Company in bringing or defending any actions or other proceedings against or by any person whatsoever

**10. Administration**

The costs of administering the Management Company including the costs of preparing and auditing accounts the expenses of the Directors and the Secretary the printing and sending out of notice circulars reports or accounts the holding of meetings and all fees payable to any statutory body or any other body

**11. Reserve Fund**

Such sum as the Management Company shall determine as desirable to be set aside in any year towards a reserve fund to make provision for expected future substantial capital expenditure including (without prejudice to the generality of the foregoing) the external decoration of the Property and the Buildings and the resurfacing of the roads and footpaths comprised in the Common Parts

**PART III**

**(As respects the Buildings and the Common Parts  
the Maintenance Charge percentage applicable to the  
Property and each flat within the Development)**

PLOT NUMBER	INITIAL MAINTENANCE CHARGE	%
1-6	£847.13	16.66
11-16	£847.13	16.66
38-46	£847.13	11.11
61-63	£360.53	33.33
66-74	£847.13	11.11
79-84	£847.13	16.66
89-94	£847.13	16.66
107-112	£847.13	16.66
119-124	£847.13	16.66

### **SEVENTH SCHEDULE (Agreements and Declarations)**

#### **1. Restrictions**

The rights specified in the Second Schedule are subject to the persons exercising the same:-

- (a) As to the rights of entry:-
  - (i) giving reasonable notice;
  - (ii) causing as little damage as possible; and
  - (iii) making good to the reasonable satisfaction of any person thereby affected any damage caused
- (b) As to the rights to use the Common Parts and Managed Facilities paying the Maintenance Charge
- (c) As to the rights to use the Service Installations and Private Accesses paying a fair proportion of the expenses necessarily incurred in inspecting maintaining repairing and renewing the relevant Service Installations and Private Accesses

#### **2. Notices**

Section 196 of the Law of Property Act 1925 (or any statutory modification re-enactment or replacement thereof) shall apply to any notice served hereunder

#### **3. Disputes**

If any dispute shall arise between the Buyer and the registered proprietors of the titles to the Leases or the Transfers of any Lease or transfer of any Building comprised in the Development or the Estate relating to:-

- (a) 'Property' 'Flat' 'Estate Roads' 'Estate Sewers' 'Development' 'Main Structure' 'Estate' 'Service Installations' 'Buildings' or 'Common Parts'

- (b) and rights granted or reserved; or
- (c) any covenants agreements or declarations

then such dispute shall be referred by any of the parties thereto to the determination and awards of a Solicitor to be chosen by the said parties (or in default of agreement to be nominated by the President for the time being of the Law Society) whose determination and award shall be final and binding on the Buyer and the other party or parties to the dispute and whose fees and expenses shall be borne by the Buyer and the other party or parties to the dispute in such proportions as the said Solicitor shall determine

#### 4. Interpretation

Where the context so admits 'Company' 'Management Company' and 'Buyer' shall include the successors in title of the Company Management Company and the Buyer respectively and singular shall include the plural and the masculine shall include the feminine and vice versa

#### 5. Headings

The Headings to each clause of this Lease shall not form part thereof

#### 6. Maintenance Charge

- (a) The proportion of the Maintenance Charge applicable to the Property in relation to the Buildings and the Common Parts shall apply only as from the date of construction by the Company of the final flat or dwelling within the Development
- (b) Prior to the date specified in paragraph 6(a) of this Schedule the proportion of the Maintenance Charge applicable to the Property in relation to the Buildings and the Common Parts shall be the amount of such Maintenance Charge as is attributed by the Company or the Management Company to the Block divided by the number of Flats within the Block
- (c) The Company may at any time prior to the construction of the final flat or dwelling within the Development vary the number of flats or dwellings to be constructed within the Development and/or vary the specification thereof and (if required as a result thereof) shall also vary by notice to the Buyer the proportion specified in Part III of the Sixth Schedule Provided That any such variation shall be reasonable in the context of the change to the Development and shall be calculated on the same basis as the original proportion

**SIGNED AS A DEED** by  
**TAYLOR WIMPEY UK LIMITED**  
acting by its attorney B Ferrett  
in the presence of:-

Witness Signature:



Witness Name

MANDY SMITH

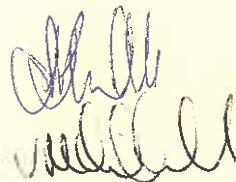
Witness Address: Templars House Lulworth Close Chandlers Ford Hants SO53 3TJ



**EXECUTED as a Deed by**  
**Affixing THE COMMON SEAL**  
**Of Chamonix Estates Limited**  
**In the presence of:-**

Authorised Signatory

Authorised Signatory



**L R Mitchell**  
Director  
Chamonix Estates Ltd

**VM Mitchell**  
Legal Services  
Chamonix Estates Ltd



**SIGNED AS A DEED by the BUYER(S)** )  
in the presence of:- )

Witness to Signature of the **BUYER(S)**

Signature .....

Address .....

.....

Occupation .....

**SIGNED AS A DEED by the BUYER(S)** )  
in the presence of:- )

Witness to Signature of the **BUYER(S)**

Signature .....

Address .....

.....

Occupation .....