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Dated

26th October 2016

(1) Taylor Wimpey UK Limited

(2) Richard William J Parkes

(3) Chamonix Estates Limited

Lease relating to Plot 215 Croft Gardens Spencers Wood shinfield

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LR1 Date of Lease	26 th October 2016
LR2 Title Number(s)	<p>LR2.1 Landlord's title number(s)</p> <p>BK469800</p> <p>LR2.2 Other title numbers</p> <p>BK427320 and BK427330</p>
LR3 Parties to this Lease	<p>Landlord</p> <p>TAYLOR WIMPEY UK LIMITED (Company registration number 1392762) whose registered office is at Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR ("the Company")</p> <p>Tenant</p> <p>RICHARD WILLIAM J PARKES 45 Vermont Woods Finchampstead Wokingham RG40 4PF ("the Tenant")</p> <p>Other Parties</p> <p>CHAMONIX ESTATES LIMITED (Company Registration number 5851267) whose registered office is at The Maltings Hyde Hall Farm Sandon Herts SG0 0RU</p> <p>("the Management Company")</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>The second floor Flat numbered Plot 215 at Croft Gardens shown edged red on the Plan attached to this Lease and the parking space also shown edged red and numbered 215P.</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</p>

	<p>Rules 2003</p> <p>None</p> <p>LR5.2 This lease is made under or by reference to, provisions of:</p>
LR6 Term for which the Property is leased	125 years commencing on 1.1.2016
LR7 Premium	TWO HUNDRED AND TWENTY THOUSAND POUNDS (£220,000.00)
LR8 Prohibitions or restrictions on disposing of the lease	This lease contains a provision that prohibits or restricts dispositions
LR9 Rights of acquisition etc.	<p>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</p> <p>None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease</p> <p>None</p> <p>LR9.3 Landlord's contractual rights to acquire this lease</p> <p>None</p>
LR10 Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11 Easements	<p>LR11.1 Easements granted by this lease for the benefit of the Property</p> <p>SCHEDULE 2 PART 1</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other Property</p>

	SCHEDULE 2 PART 2
LR12 Estate rentcharge burdening the Property	None
LR13 Application for standard form of restriction	<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 a conveyancer that the provisions of Clause 8 of Schedule 3 of this Lease have been complied with</p>
LR14 Declaration of trust where there is more than one person comprising the Tenant	<p>The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants</p> <p>OR</p> <p>The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares</p> <p>OR</p> <p>The Tenants is more than one person. They are to hold the Property on trust</p>

Lease

Dated

Between

- (1) **Taylor Wimpey UK Limited** registered in England with number 1392762 whose registered office is at Gate House Turnpike Road High Wycombe Buckinghamshire HP12 3NR (“the Company”); and
- (2) **RICHARD WILLIAM J PARKES** 45 Vermont Woods Finchampstead Wokingham RG40 4PF (“the Tenant”)
- (3) Chamonix Estates Limited registered in England with number whose registered office is at The Maltings Hyde Hall Farm Sandon Herts SGO ORU (“the Management Company”).

It is agreed:

1 Consideration and Demise

- (a) For the purposes of this Lease the following expressions shall have the following meanings:

“Price” As per Clause LR7

“Property” As per Clause LR4

“Rent” means the yearly sum of £200 payable annually in advance on 1st January in each year as adjusted pursuant to the provisions of Clause 8 hereof

“Term” As per Clause LR6

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

- (b) In consideration of the Price now paid to the Company (the receipt whereof is hereby acknowledged) and the covenant on the part of the Tenant to pay the Rent the Company:
- (a) Demises to the Tenant with full title guarantee the Property:
 - (i) with the benefit of the rights in the terms specified in Part I of Schedule 2; but
 - (ii) subject to the rights in the terms specified in Part II of Schedule 2; and
 - (b) Assigns to the Tenant 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 Estate

TO HOLD the same for the Term paying the Rent to to the Company and the Maintenance Charge Proportion as set out hereafter the first payment of both 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:

Block	means the block of which the Property forms part
Buildings	all buildings and other structures (and any structures incidental to the use 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
Common Parts	All parts of the Development including the Main Structure (but excluding the Estate Roads and Estate Sewers) not comprised in the Leases
Development	the land shown edged green on the Plan attached to this Lease and the Buildings on over or beneath such land (but excluding the Property)
Estate	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
Estate Roads	All roads verges and footpaths now or hereafter constructed within the Estate which are intended to become highways maintainable at the public expense
Estate Sewers	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
Flat	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 which said part or parts of the Block includes the items referred to in Schedule 1 Part I

Insured Risk	means:- <ul style="list-style-type: none"> (a) fire explosion lightning and earthquake (b) flood storm bursting or overflowing of water tanks pipes or other water or heating apparatus (c) impact aircraft (other than hostile aircraft) and things dropped from such aircraft (d) riot civil commotion and malicious damage (e) subsidence heave and landslide (f) terrorism (insofar as such insurance is available in the UK insurance market at reasonable economic rates) (g) public liability; and (h) such other risks as the Company and/or the Management Company may from time to time consider it prudent to insure against
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 8.1.3 hereof
Leases	means any leases granted or to be granted by the Company of any flats comprised in the Development
Main Structure	means all structural parts of the Block more particularly described in Schedule 1 Part II
Maintenance Charge Proportion	means a fair and reasonable proportion (as determined by the Management Company or Company from time to time) applicable to the Property of the Service Charge Costs
Nominated Insurer	means such Insurance Company as the Company shall from time to time nominate
Plan	means the plan 1 annexed hereto
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 Charge Costs means such sums spent or to be spent by the Management Company (or the Company as the case may be) on the matters specified in Schedule 5, Part I of Schedule 6 and Part II of Schedule 6 and so far as the same relate the matters specified in Part II of Schedule 7 as estimated or adjusted in accordance with Part I of Schedule 7

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

3 **Tenant's Covenants**

The Tenant 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 Schedule 3

4 **Company's Covenants**

The Company covenants with the Tenant in the terms specified in Schedule 4

5 **Management Company's Covenants**

The Management Company covenants severally with the Company and the Tenant in relation to the Estate, the Block and the Common Parts in the terms specified in Schedule 5, Part I of Schedule 6 and Part II of Schedule 6

6 **Maintenance Charge Covenants**

The Management Company and the Tenant each covenant with the other and the Company in the terms specified in Part I of Schedule 7

7 **Agreements and Declarations**

The Company the Management Company and the Tenant agree and declare:

- (a) in the terms specified in the Schedule 8; and
- (b) that all the said Schedules are imported into the operative part of this Lease; and
- (c) 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 Tenant shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions on the part of the Tenant 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 the percentage change (if any) in the Index between:-

8.1.1 in relation to the first of the Review Dates (a) the figure published immediately prior to the commencement of the Term and (b) the figure published immediately prior to the first Review Date

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

8.1.3 In the event of the Index ceasing to be published or if for any other reason it becomes impossible to apply it then the Landlord and the Tenant shall agree a suitable alternative Index for the purpose of this Clause

8.1.4 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

8.2 If on any of the Review Dates there shall be in force legislation which:-

8.2.1 prevents restricts or modifies any revision or increase in the Rent pursuant to the provisions of this Lease or prohibits or restricts (as a result of the amount of the increased Rent that would otherwise be payable) the charging of any premium on an assignment or transfer of this Lease then the rent review shall proceed, but if as a result of the review the Rent would become equal to or exceed such sum ("the Rent Limit") as would be contrary to the legislation mentioned above in particular to create a statutory prohibition or restriction on a premium capable of being charged on an assignment of the Lease then the Rent as reviewed shall be reduced to an amount of £1.00 (one pound) less than the Rent Limit

8.2.2 after the date upon which such prevention restriction or modification is removed relaxed or modified ("the Removal Date" the Company shall then be entitled to recover any resulting increase in the Rent with effect from the next 1st January

- 8.3 Any dispute on any postponement of a Review Date pursuant to clause 8.2 shall be determined in exactly the same manner as provided for in paragraph of Part 1 of Schedule 7
- 8.4 For the avoidance of doubt 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

Schedule 1 – Part I - Definition of Property

There shall be included in the Property:

- (a) One half of all internal walls dividing the same from any adjoining flats garages or internal parts of the Common Parts of the Block (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 in any windows of the Property 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)

Schedule 1– Part II - Definition of Main Structure

There shall be included in the Main Structure:-

- (a) The foundations of the Block
- (b) The external walls of the Block (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 Block and all other similar structural parts thereof;
- (d) The roofs over the Block;
- (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 communal doors and windows and frames on the external walls of the Block;

- (g) All Service Installations not used solely for the purpose of the Property or solely for any other Flats

Schedule 2 – Part I - Rights Granted

The right for the Tenant and all persons authorised by the Tenant (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 to and egress from the public highway and the Property
- (b) To pass on foot along all halls corridors staircases landings and other footways comprised in the Common Parts

Services

- (c) 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 store within the Common Parts for the purposes of the disposal of bagged refuse into the communal refuse containers and items for recycling into the appropriate recycling receptacles (if available)

Recreational Areas

- (f) To use any grounds (if applicable) intended for recreational use and comprised in the Common Parts 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 Tenant 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 and 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

Cycle Store

- (l) The right to use in common with others entitled to similar rights any cycle store comprised in the Common Parts for the purposes of leaving cycles only on a first come first served basis

Schedule 2– 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 Block and adjoining Buildings supported sheltered and protected by the Property; and

Entry

- (d) The right for the Company and/or the Management Company and all those authorised by them at all reasonable times after giving to the Tenant reasonable prior notice in writing (and at any time in an emergency) to enter upon the Property with or without workmen and any necessary materials plant machinery equipment and apparatus for the purpose of:-
 - (i) carrying out any works relating to the development of the Development or the Estate or the Company's adjoining land;
 - (ii) laying installing using inspecting testing cleaning maintaining repairing and renewing all parts of the Buildings comprised in the Development or the Estate and the Service Installations comprised in the Property;
 - (iii) making connections from any Service Installations now laid or to be laid within the Term in on under or over the Development or the Estate to the Service Installations which are now or may within the Term be laid in on under or over the Property

Light and Air

- (e) The right to build any 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 the

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 connected service media 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 making good any damage caused to the satisfaction of the Tenant

3. The right for the Company and the Management Company at any time or times hereafter without obtaining the consent of or paying compensation to the Tenant:

- (a) to build or rebuild or alter or permit or suffer to be built or rebuilt or altered any buildings or erections upon the Estate (other than the Buildings) according to such plans and to such height extent or otherwise and in such manner as the Company and the Management Company shall think fit
- (b) to deal with or develop the remainder of the Estate or any adjoining or neighbouring land in such manner as it shall in its uncontrolled discretion think fit including the right to alter divert or (after making adequate alternative provision) stop up any road footpath or sewer in which case the rights hereby granted shall be exercisable only in respect of such altered diverted or alternative length of road footpath or sewer in substitution for that in respect of which rights were previously exercisable
- (c) to alter the layout of the Common Parts but not so as to prejudice access to the Property
- (d) the right to retain on the Buildings a board or hoarding advertising the development on the Estate until all the properties on the Estate have been sold
- (e) full and free right liberty power and authority to and for the Company and the Management Company or person or persons authorised by it at any time (subject to any restrictions created by statute or international convention) to take external photographs films videos paintings sketches or other types of image record of the Property or the Buildings and to use the same for any merchandising marketing advertising or commercial use and there is further reserved to the Company and the Management Company or any person or persons authorised by it as aforesaid the non exclusive Copyright, neighbouring rights and other rights created by the Copyright Designs and Patents Act 1988 (as amended from time to time) and all rights subsequently created for common application throughout the world as may now or at any time in the future exist in rights to record images of the Property and any buildings thereon (whether or not in their original state)

Schedule 3 - Covenants by the Tenant

1 Maintenance Charge Proportion, Rent, Interest and Taxes

(a)

- (i) To pay the Maintenance Charge Proportion and the Rent (if demanded) 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 Proportion 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 21 days after the same shall have become due (whether formally demanded or not) the Tenant 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 Proportion or other sum being deemed to be rent recoverable by the Management Company and/or the Company (as the case may be) 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 Tenant 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 Block

6 Nuisance

Not to do or omit to be done on the Property the Development or the Estate 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 Estate or the Development or which may prejudicially affect the Property or the Estate or the Development 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 11 pm 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
- (c) Not to store in the Property or otherwise permit to be in on or under or to escape from the Property any petrol or other dangerous hazardous specially inflammable explosive or combustible corrosive polluting or contaminative substance or other substance which might in any way adversely affect or damage the Development the Estate any Service Installations the environment or cause harm to human health
- (d) Not to impair or otherwise interfere with any part of the Service Installations serving the Building or any other part of the Estate or any other part of the Development
- (e) Not to cause or suffer any noxious or offensive effluvia to be emitted from the Property so as to adversely affect the use or enjoyment of any adjoining properties in the Block
- (f) To provide and maintain adequate carpeting or other sound deadening floor coverings for all floors of the Property and not to remove any resilient foam layer

which is bonded to the floor of the Property in order to comply with building regulations but for the avoidance of doubt this clause shall not prevent the installation of solid flooring provided that an acoustic underlay is fitted prior to its laying

- (g) Not to do anything in the Property which may be a tortious nuisance
- (h) Not to overload the lifts electrical installations or Service Installations in the Property and/or the Estate and /or the Development

7 Obstruction

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

8 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 an Value Added Tax which may be payable in respect thereof)
- (c) That the Tenant shall not transfer the Property unless the Rent and Maintenance Charge Proportion has been paid at least up to the date of such transfer and the Tenant has notified in writing the Management Company of such transfer

9 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 and provided that any replacement glass is of a similar quality type and finish;

- (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

10 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 Tenant in respect thereof

11 Expenses

To pay all expenses (including but not limited to Solicitor's costs and surveyor's or other professional fees) incurred by the Company or the Management Company in or towards the recovery of any arrears of Maintenance Charge Proportion or Rent 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) or in respect of the costs of making or defending any application to the Leasehold Valuation Tribunal or any successor body where it is reasonable for the Tenant so to pay

12 Inspections

- (a) To permit the Company and/or the Management Company and all persons authorised by them after the giving of reasonable notice and at all reasonable times to enter upon the Property to examine the condition thereof (and thereupon the Company and/or the Management Company may serve notice in writing specifying any repairs necessary and require the Tenant forthwith to execute the same); and
- (b) If the Tenant shall not within one month after service of such notice proceed diligently with the execution of such repairs then to permit the Company and/or the Management Company to enter upon the Property and execute such repairs (and the cost thereof including the Company and/or Management Company's Surveyor's or Agent's fees shall be a debt due from the Tenant to the Company and/or the Management Company (as the case may be))
- (c) To permit the Company 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 Tenant

13 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 Tenant or his undertenant of any covenants relating to the Property herein contained or on the registers of the title above referred to

14 Refuse

To deposit all domestic refuse only in refuse disposal containers to be kept in any bin store which is situate within the Common Parts

15 Damage

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

16 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 the Common Parts

17 Windows

To keep both sides of the external windows on the exterior walls of the Property and the internal windows and doors in the Property clean and to ensure that the Property has curtains and/or blinds on all windows

18 Washing Lines

Not to erect any washing line within the Development or the Estate and not to use any part of the Common Parts 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

19 Balcony

No flower box, pot or other like object shall be attached to any balcony and/or terrace and to maintain in a clean and tidy state the floor surface of any balcony and/or terrace and to maintain repair and replace all fixtures and fittings

20 **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

21 **Parking**

- (a) Not to use any 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
- (b) Not to use any cycle store situate within the Common Parts for any purpose other than leaving pedal cycles and not to store any flammable or explosive substance or petroleum in or on any cycle store

Schedule 4 - Covenants by the Company

1 Quiet Enjoyment

To allow the Tenant (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 Tenant in writing) the covenants in terms similar to the covenants contained in Schedule 3 to this Lease given or to be given in the Leases upon the Tenant 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 Tenant'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 Schedules 5, 6 and 7 and (provided that it is physically and legally possible for the Company so to do) 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 Tenant 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 Schedule 3 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 Tenant and his or her mortgagee and their successors in title against any liability in respect thereof until formal adoption

Schedule 5 - Covenants by the Management Company in respect of the carrying out of Services to the Estate

- 1 Keeping the Estate generally in a neat clean and tidy condition and lit and replacing and reinstating any footpaths and accessways forming part of the Estate (including any lighting systems installed within the footpaths and accessways) as necessary
- 2 Inspecting rebuilding repointing repairing cleaning renewing (where beyond economic repair) redecorating or otherwise treating as necessary and keeping the Estate (but not the Property) comprised in the Main Structure in good and substantial repair order and condition and (where beyond economic repair) renewing and replacing all worn or damaged parts of the Main Structure
- 3 Inspecting maintaining renting renewing (where beyond economic repair) reinstating replacing and insuring the electronic security system(s) including any entry gates to the Estate by way of contract or otherwise as the Management Company may from time to time consider reasonably necessary or desirable for the carrying out of the acts and things mentioned in this Schedule
- 4 Inspecting rebuilding repointing repairing cleaning renewing (where beyond economic repair) redecorating or otherwise treating as necessary and keeping any bin stores and any cycle stores in good and substantial repair and renewing and replacing (where beyond economic repair) all worn or damaged parts of the any bin stores and any cycle stores
- 5 Repairing maintaining inspecting and as necessary reinstating or renewing (where beyond economic repair) the Service Installations co-extensive with any bin stores and any cycle stores
- 6 Inspecting repairing cleaning and renewing (where beyond economic repair) or otherwise treating as necessary and keeping the photovoltaic cells on the roofs of the Blocks forming the Estate in good substantial repair and renewing and replacing all worn and damaged parts of such photovoltaic cells
- 7 Keeping all planted landscaped areas open space areas grassed areas play areas (subject to the same not being the maintenance responsibility of any other party) and any gardens in a proper state of cultivation and in such a condition as to be suitable to the general character of the Estate including maintaining repairing and where necessary reinstating any boundary marker whatsoever on or relating to together with any benches seats garden ornaments sheds structures or the like
- 8 Repairing maintaining replacing and reinstating where necessary any walls and fences on the Estate
- 9 Making and enforcing such regulations (if any) as may be considered necessary and desirable in the interests of good estate management to enable all residents of the Estate to enjoy the Estate or to otherwise comply with the regulations and requirements of the Local Authority

- 10 Providing maintaining insuring and (where beyond economic repair) replacing all equipment (including refuse bins and compactors) to service clean and maintain any bin stores and cycle stores
- 11 Collecting and disposing of refuse from any bin stores
- 12 Maintaining or procuring the maintenance of all Service Installations connected with the same and keeping the same in good and substantial repair
- 13 Insuring and keeping insured any bin stores and cycle stores and other structures at all times against the Insured Risks in their full reinstatement value with the Nominated Insurer Provided Always:-
 - (a) The insurance is through the agency of the Company or such other agency as it may direct; and
 - (b) The insured amount shall include reasonable provision for the cost of demolition and clearance of buildings reinstatement and architects' and surveyors' and statutory fees; and
 - (c) If notwithstanding the extent of the risk and value as aforesaid (the Management Company and the Company having properly carried out their respective obligations) the money receivable under such insurance shall be insufficient to meet the cost of the necessary works of the rebuilding repair or reinstatement then the deficiency shall be treated as a further item of expense under this Schedule recoverable from the tenants accordingly insofar as any such deficiency may relate to any excess limitation or exclusion under the terms of the Management Company's insurance policy from time to time; and
 - (d) The insurance cover shall extend to the Tenant for the time being of the Property and their mortgagees (if any); and
 - (e) To cause all monies received by virtue of such insurance to be forthwith expended in rebuilding and reinstating any bin stores and cycle stores (as the case may be)
- 14 All costs associated with the provision of a concierge service for the Estate including uniforms, salary, any insurance and the cost associated with any concierge office including stationery, heating and all other costs as the Management Company may from time to time consider reasonably necessary for the provision of a concierge service.
- 15 Providing and maintaining such security services for the Estate (including electronic surveillance systems) as the Management Company acting reasonably and the interests of good estate management shall deem necessary

Schedule 6 – Part I - Covenants by the Management Company in respect of the carrying out of Services to the Block

- 1 Inspecting maintaining cleaning renting renewing (where beyond economic repair) reinstating replacing (where beyond economic repair) and insuring the fire detection and protection system(s) including all forced ventilation and dry risers the refuse handling system(s) the lightning protection system(s) external cleaning system(s) by way of contract or otherwise as the Management Company may from time to time consider reasonably necessary
- 2 Repairing maintaining inspecting and as necessary (where beyond economic repair) reinstating or renewing the Service Installations serving the Block
- 3 Insuring and keeping insured the Block and other structures at all times against the Insured Risks in their full reinstatement value with the Nominated Insurer Provided Always:-
 - (a) The insurance is through the agency of the Company or such other agency as it may direct; and
 - (b) The insured amount shall include reasonable provision for the cost of demolition and clearance of buildings reinstatement and architects' and surveyors' and statutory fees
 - (c) If notwithstanding the extent of the risk and value as aforesaid (the Management Company and the Company having properly carried out their respective obligations) the money receivable under such insurance shall be insufficient to meet the cost of the necessary works of the rebuilding repair or reinstatement then the deficiency shall be treated as a further item of expense under this Schedule recoverable from the tenants accordingly insofar as any such deficiency may relate to any excess limitation or exclusion under the terms of the Management Company's insurance policy from time to time
 - (d) The insurance cover shall extend to the Tenant for the time being of the Property and their mortgagees (if any)
 - (e) To cause all monies received by virtue of such insurance to be forthwith expended in rebuilding and reinstating the Block
- 4 Inspecting rebuilding repointing repairing cleaning renewing (where beyond economic repair) redecorating or otherwise treating as necessary and keeping the refuse storage facilities and every part of such facilities provided for use by the occupiers of the Flats in good and substantial repair and renewing and replacing all worn or damaged parts of such facilities

- 5 Cleaning the internal and external glazed surfaces of the windows as frequently as shall in the reasonable opinion of the Management Company be necessary
- 6 Maintaining repairing and (where beyond economic repair) renewing signs and notices in or upon the Blocks

Schedule 6 – Part II - Covenants by the Management Company in respect of the carrying out of Services to the Common Parts

- 1 Cleaning repairing redecorating treating and lighting the Common Parts to such standard as the Management Company may from time to time acting reasonably and in the interests of good estate management consider adequate including the provision of such facilities for the control or eradication of pests as the Management Company may deem appropriate and replacing all worn or damaged parts as shall in the reasonable opinion of the Management Company be necessary.
- 2 The cost of provision and consumption to the Common Parts of hot and cold water heating and/or electricity.
- 3 Inspecting maintaining cleaning renting renewing (where beyond economic repair) reinstating replacing (where beyond economic repair) and insuring the security door entry system the telecommunication reception system the lifts (including statutory lift insurance) and such other equipment relating to the Common Parts by way of contract or otherwise as the Management Company may from time to time consider reasonably necessary.
- 4 Insuring and keeping insured the Common Parts and other structures at all times against the Insured Risks in their full reinstatement value with the Nominated Insurer Provided Always:-
 - (a) The insurance is through the agency of the Company or such other agency as it may direct; and
 - (b) The insured amount shall include reasonable provision for the cost of demolition and clearance of buildings reinstatement and architects' and surveyors' and statutory fees
 - (c) If notwithstanding the extent of the risk and value as aforesaid (the Management Company and the Company having properly carried out their respective obligations) the money receivable under such insurance shall be insufficient to meet the cost of the necessary works of the rebuilding repair or reinstatement then the deficiency shall be treated as a further item of expense under this Schedule recoverable from the tenants accordingly insofar as any such deficiency may relate to any excess limitation or exclusion under the terms of the Management Company's insurance policy from time to time
 - (d) The insurance cover shall extend to the Tenant for the time being of the Property and their mortgagees (if any)
 - (e) To cause all monies received by virtue of such insurance to be forthwith expended in rebuilding and reinstating the Common Parts

Schedule 7 – Part I - Covenants by the Management Company and the Tenant in respect of the Maintenance Charge Proportion

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 (the **Estimated Management Costs**) for such year and shall forthwith thereafter notify the Tenant of such Estimated Management Costs

2 Payment

To pay the Maintenance Charge Proportion to the Management Company in the following manner:

- (a) The Tenant shall within 14 days of demand therefore pay the Maintenance Charge Proportion to the Management Company (or to the Company if the Company is carrying out the obligations of the Management Company) for the forthcoming year (the **Yearly Payment**)
- (b) The first payment payable on the date of this Lease shall be the amount equal to the Yearly Payment proportion of the Maintenance Charge Proportion due up to the start of the next service charge year

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 or in relation to the obligations contained in Schedule 5 (the **Actual Management Costs**) and shall as soon as reasonably practicable after the end of each calendar year notify the Tenant of the Actual Management Costs incurred during such year and the amount of the Estimated Management Costs for the current year notified to the Tenant 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 Tenant 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

Schedule 7 – 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 Schedule 5, Schedule 6 Part I and Part II 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 Schedule 5 and Schedule 6

5 Rates

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

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 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 Tenant and not form part of the Maintenance Charge)

7 Tax

Any tax (including Value Added Tax and Stamp Duty Land Tax) paid or payable by the Management Company in respect of the provision of the services 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 Block the renewal and the resurfacing of the roads and footpaths comprised in the Common Parts

Schedule 8 - Agreements and Declarations

1 Restrictions

The rights specified in the Schedule 2 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 paying the Maintenance Charge Proportion
- (c) As to the rights to use the Service Installations paying a fair proportion of the expenses necessarily incurred in inspecting maintaining repairing and renewing the relevant Service Installations

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 Tenant 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, Main Structure, Development, Buildings, Estate, Service Installations, Block 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 Tenant and the other party or parties to the dispute and whose fees and expenses shall be borne by the Tenant and the other party or parties to the dispute in such proportions as the said Solicitor shall determine

4 **Perpetuity**

The Perpetuity Period applicable to this Lease is the statutory perpetuity period of 125 years commencing on the date of this deed as defined by the Perpetuities and Accumulations Act 2009

5 **Interpretation**

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

6 **Headings**

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

7 **Co-ownership**

Where there are two or more persons included in **Tenant** the covenants expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally and as between such persons that they shall hold the Property upon trust for themselves as joint tenants so that the survivor of them is entitled to give a valid receipt for capital monies arising on a disposition of the Property

8 **Management Company**

(a) If at any time after the expiry of three (3) years following the sale and purchase of the last dwelling on the Development a majority of more than 50% of the lessees thereof (on the basis of one vote per dwelling) shall serve a notice on the Management Company ("the Outgoing Management Company") requiring the obligations of the Outgoing Management Company under the terms and conditions of the leases and/or transfers of the dwellings to be undertaken by a party ("the Nominee") other than the Outgoing Management Company, such notice to be accompanied by written evidence of the votes cast by the said lessees with regard to substitution, then the Outgoing Management Company (as soon as reasonably practicable) shall transfer to the Nominee any management lease for the consideration of ONE POUND (£1.00) and subject to payment of all reasonable and proper costs and disbursements together with Value Added Tax incurred by the Outgoing Management Company in such transfer and such transfer shall contain a covenant on the part of the Nominee to observe and perform all the covenants and conditions on the part of the Outgoing Management Company contained in any management lease and the leases of the dwellings and a clause whereby the Nominee indemnifies the Outgoing Management Company against all costs claims demands actions or expenses arising from any breach non-performance or non-observance of covenants on the part of the Outgoing Management Company whether contained in the management lease or in the leases of the dwellings and

whenever arising and a clause imposing an obligation on the Nominee to advise the freeholder of the transfer

- (b) If a Nominee is appointed pursuant to clause 8(a) of this Schedule 8 then the Tenant agrees to join with the lessees of the dwellings in arranging for the substitution of the Outgoing Management Company by the Nominee including (without limitation) entering into a deed of covenant whereby firstly the Nominee agrees to observe and perform the covenants and obligations of the Outgoing Management Company under this Lease and the Tenant agrees to observe and perform the covenants and obligations of the Tenant under this Lease and secondly (if called upon to do so) the Tenant will enter into a separate deed of release with the Outgoing Management Company to indemnify the Outgoing Management Company against any claims demands damages or costs arising from any non performance on the part of the Nominee as successor to the Outgoing Management Company in the management of the Development
- (c) The provisions of this paragraph 8 shall apply mutatis mutandis to the appointment of a replacement Nominee at any time during the unexpired period of the Term

Executed by the parties as a deed and delivered on the date hereof

Executed for and on behalf of)
Taylor Wimpey UK Limited)
Acting by its attorney in the presence of:)

J. Conroy

JAMES CONROY
Colvedene Court Wessex Business Park
Golden Common Winchester SO21 1WP

[Signature]
BELINDA FERRETT
ATTORNEY

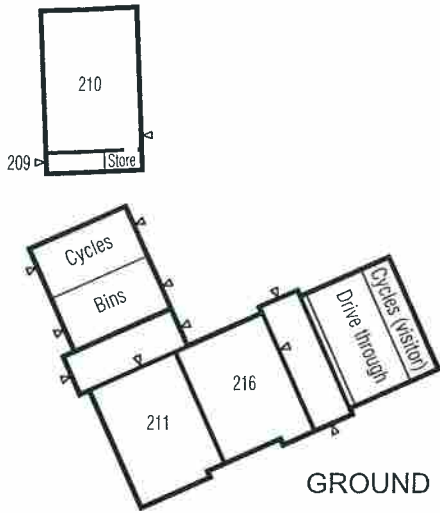
Executed for and on behalf of)
Chamonix Estates Limited)
Acting by its director/secretary/authorised)
signatory in the presence of:)

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Chamonix Estates Ltd
The Maltings, Hyde Hall Farm
Sanden, Hertfordshire, SG9 6RU

[Signature]
LC Pugh
Director
Chamonix Estates Ltd
BELINDA FERRETT
ATTORNEY

Executed by)
Richard William J Parkes)
in the presence of:)

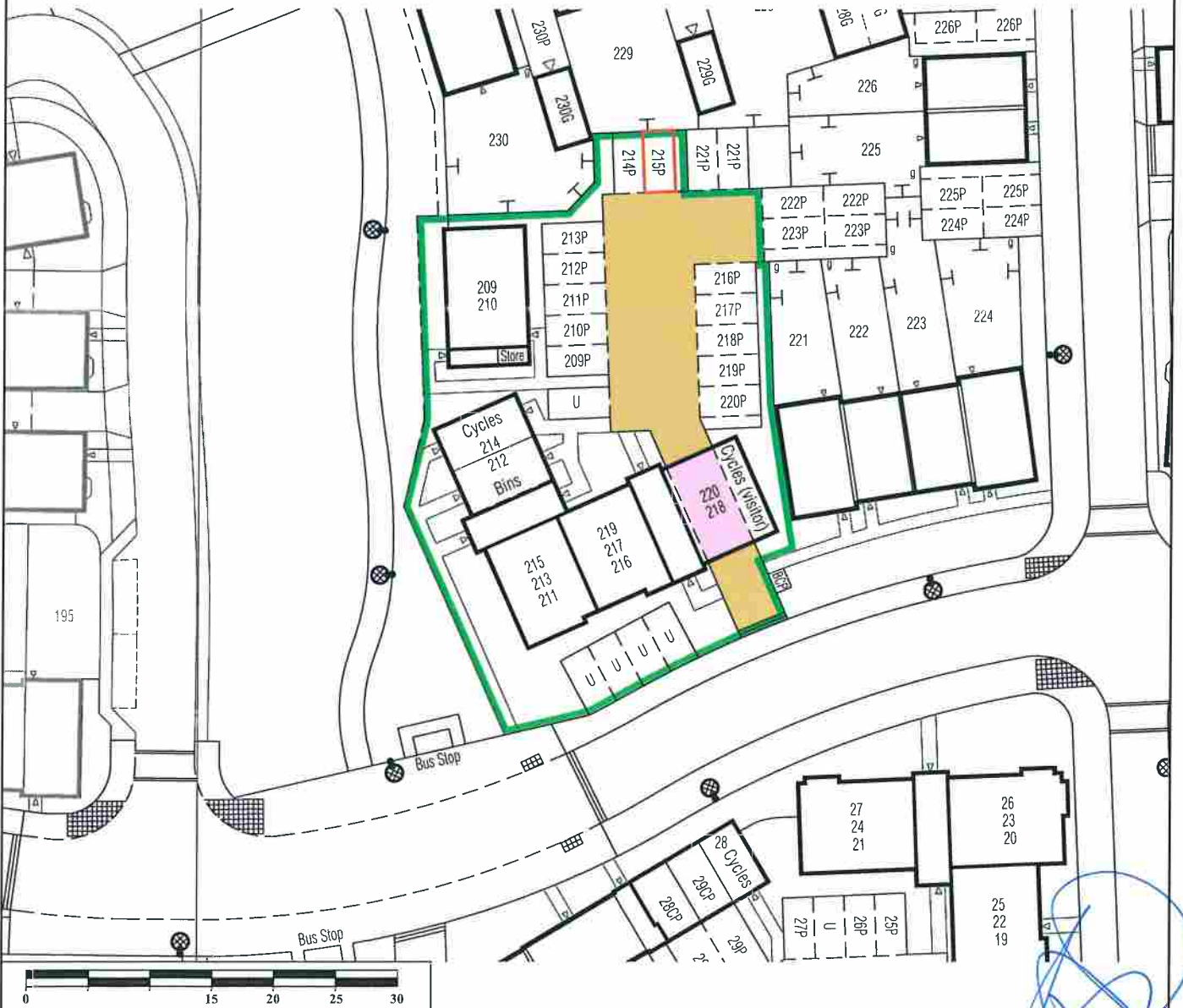


GROUND FLOOR



SECOND FLOOR

begin
decock



CROFT GARDENS, SPENCERS WOOD
Plot 215 Second Floor Flat
Scale 1:500 @ A4



Taylor Wimpey