

LIVING AT FAIRWAYS

An Introduction and Guide to the Fairways Estate



2008

2008

INTRODUCTION

This is the latest edition of LIVING AT FAIRWAYS, an introduction and guide to the Fairways Estate for Owners, Residents and their advisors.

It explains the origin and layout of the Estate, the properties and amenities that make it up and how it is run, maintained and paid for. It contains basic information about the Landlord, Fairways Estates Limited, and the Landlord's obligations as well as the rights and obligations of Residents.

But LIVING AT FAIRWAYS also reflects a unique community experiment, developed around 1970 as one of the first riverside marina estates in West London, and demonstrating a successful record of nearly 40 years of harmonious living. With this in mind, Owners and Residents are encouraged to become familiar with its contents and to support the rules and standards which it contains.

LIVING AT FAIRWAYS explains the various documents, such as Leases of Flats and the Scheme of Management established for the Houses in 1971, as well as subsequent Regulations, which give rise to the legal rights and obligations on which living at the Estate is based.

The Directors
Fairways Estates Limited
June 2008

PLEASE NOTE

If you are planning to **let** your flat or house, please make sure you give this booklet to your Agents and Tenant before any Contract is signed.

If you are planning to **sell** your flat or house, it is vital that you give this booklet to your Agents and Solicitors as soon as you instruct them to act for you.

Further copies of LIVING AT FAIRWAYS can be obtained from the Managing Agents or the Caretaker on 020 8977 8145.

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LIVING AT FAIRWAYS

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I THE ESTATE AND ITS HISTORY



The Fairways Estate results from the redevelopment of one of the large frontages on Broom Road with boundaries to Broom Close to the south, the River Thames to the east and the Broom Road Recreation Ground and the Sea Cadets' Hall to the north.

The Estate comprises twenty-three freehold houses of which six are two-storey 'Patio' houses with front and rear gardens, seventeen are linked 'Town' houses in three blocks overlooking the Marina basin, together with Thamespoint which consists of three adjoining blocks of leasehold flats and has a total of sixty units of fifteen different types. The Estate includes a Marina, swimming pool, tennis court, Caretaker's lodge, three adopted roads and five areas of communal gardens, one of which, at the end of Fairways, adjoins Broom Road.

Fairways Estate was developed by Carpenters Estates in 1965 to what was then a far-sighted concept of an estate with recreational facilities set in quiet country-like surroundings, overlooking the river and adjoining parkland. Work started with the Patio houses, then progressed to the Town houses and Thamespoint. Although other building contractors were involved during the various phases the development was finally completed in 1972 by A.E.Symes & Company.

Gilland & Company, who were estate agents for Carpenters Estates, were appointed as **Managing Agent** when the buildings were complete. The Freehold was subsequently acquired by Alan Newton, a director of Gilland & Company, and of Newton Management Limited, thus combining the roles of Freeholder and Managing Agent.

In order to maintain standards and harmony and to promote the smooth running of the Estate, **Fairways Residents Association** was formed in 1972 to represent the opinions and suggestions of the Owners, Lessees and Residents of the Estate to the Freeholders.

Although the houses were originally leasehold like the flats, they were **converted to freehold** in 1972/1973 on the basis of a Scheme of Management approved by the High Court on 13 December 1971. This Scheme of Management retained the Freeholders of the Estate as 'the Landlord' and adopted most of the provisions of the former leases as rights and obligations between the Landlord and the House-owners. The terms of the Scheme of Management, generally referred to as the 'Management Order', therefore govern the basic relations between the houses and the rest of the Estate, but do not affect the flats.

In 1999 a **new company** Fairways Estates Limited, 'FEL', wholly owned by Flat- and House-owners, purchased the Freehold of the whole Estate (except the houses) from Alan Newton, thus taking over as Landlord.

I THE ESTATE AND ITS HISTORY

All Shareholders signed **Deeds of Participation** with FEL under which they invested in FEL (£1,200 in the case of houses in return for a 'B' Share, and £5,200 in the case of flats in return for an 'A' and a 'B' Share) to enable FEL to purchase the Freehold. These Deeds made some previously non-binding parts of 'Living at Fairways 1999' obligatory and required owners who sell their properties to transfer their share(s) in FEL to the new owner. Holders of 'A' Shares can vote on matters exclusively affecting the flats and holders of 'B' Shares can vote on matters not exclusively affecting the flats.

In the same year, 1999, owners of flats were offered the opportunity to extend their Leases until December 2999 by signing a **Deed of Variation**. The other provisions of the leases remained unchanged except for a few detailed provisions regarding financial and similar obligations. All the flats are leasehold properties with FEL as Landlord retaining responsibility for the building fabric and the common parts.

At the Annual General Meeting of Fairways Residents Association held in May 2006, the Residents **dissolved the Association** so that total responsibility for Estate management passed to FEL.



2 FAIRWAYS ESTATES LIMITED



- 2.1 FEL is registered as company number 3580283 under the Companies Acts.
- 2.2 The **Board of FEL** consists of 5 to 7 Directors, who must be 'B' Shareholders, i.e. Flat- or House-owners, and in practice must live on the Estate. At the Annual General Meeting each year, 2 Directors are required to retire by rotation, and any Director appointed during the year must also retire; they are all eligible for re-election. It is the Board's policy so far as possible that 3 Directors should be House-owners and 4 should be Flat-owners. The practice of the Directors is to rotate the Chairmanship of the Board among themselves at every meeting, and to nominate one of their number to chair any General Meeting. A quorum of 3 Directors is required for all Board meetings; the Directors seek to decide all matters by consensus, in the absence of which a majority vote applies.
- 2.3 The Board acts in the **best interest of all Shareholders** as Owners and Residents of the Estate, and must ensure in particular that:
- 2.3.1 FEL as Landlord complies with its obligations under the Management Order in relation to the houses, and under the Leases in relation to the flats;
- 2.3.2 Flat-owners and House-owners comply with their obligations under these and other documents listed below.
- 2.4 The standard laid down in the Management Order is that "the Estate be conducted as a high-class residential estate"; the Board seeks to uphold this standard for the whole Estate.
- 2.5 The **Annual General Meeting**, or 'AGM', of FEL is normally held in the summer of each year to receive and approve the Directors' Report and Accounts for the previous calendar year. The requisite notice is given to every Shareholder, and the meeting is normally held in the Sea Cadets' Hall adjacent to Thamespoint. The quorum for any General Meeting of Shareholders of FEL is one-third of 'B' Shareholders and one-third of 'A' Shareholders present in person or by proxy. The ordinary business at every AGM also includes the retirement and election of Directors. FEL qualifies as a "small company" under the Companies Act 2006 and is exempt from audit. The AGM is normally followed by an opportunity for Residents to raise questions and make comments about the administration of the Estate.
- 2.6 **Extraordinary General Meetings** may be convened at any time by the Board on the appropriate notice, and must be convened in the event of a requisition signed by at least one-tenth of the 'B' Shareholders.
- 2.7 Copies of the full Memorandum & Articles of Association of FEL can be obtained on request from the Managing Agent.

3 RESIDENTS' RIGHTS AND OBLIGATIONS; LANDLORD'S REGULATIONS

- 3.1 The **documents** on which the Landlord relies to fulfil its obligations, and which determine the legal relations between FEL as Landlord and the Flat-owners and House-owners, are the following:
- 3.1.1 Memorandum & Articles of Association of Fairways Estates Limited;
 - 3.1.2 the 'Scheme of Management' Order of the High Court of 13 December 1971, referred to as the 'Management Order' and registered as a Local Land Charge – Houses;
 - 3.1.3 the original Leases (1971/1972) – Houses and Flats;
 - 3.1.4 Transfers of Freehold (1972/1973) – Houses;
 - 3.1.5 Deeds of Variation of the Leases (1999) – Flats;
 - 3.1.6 Deeds of Participation (1999) – Houses and Flats;
 - 3.1.7 Regulations made under the Management Order – Houses (see 3.2 below);
 - 3.1.8 Regulations made under the Leases – Flats (see 3.2 below).
- 3.2 House-owners are required under the Management Order (Second Appendix part I paragraph (e)) to observe "all reasonable **regulations** which the Landlord in its discretion may make with a view to the Estate being conducted as a high-class residential estate". Flat-owners are required under their Leases (paragraph 14 of the First Schedule) to uphold the "character of the estate as a high-class residential estate" and under paragraph 15 to observe Regulations made by the Landlord for "securing the comfort and convenience of tenants generally".
- 3.3 New situations have arisen in recent years that were not specifically anticipated by the Leases and the Management Order. What in the past has been a matter of common sense and mutual understanding has increasingly needed to be put into words. With the foregoing objectives in mind, FEL has used its discretion to clarify earlier understandings in the form of Regulations, although it continues to exercise its powers with reluctance and only after the most careful consideration.
- 3.4 A complete set of Regulations made to date by the Landlord is provided in ANNEX A.**
- 3.5 The Board of FEL retains a **Managing Agent** to carry out day-to-day management of the Estate on its behalf and under its supervision. This includes acting as a first point of contact for Residents of the Estate, and the appointment and supervision of gardening, cleaning and other outside contractors. FEL also employs a full-time resident **Caretaker** whose duties are periodically reviewed by the Board and are supervised by the Managing Agent.

4 MAINTAINING HARMONY AT FAIRWAYS

- 4.1 The amenities of the Estate are maintained for, and to be shared and enjoyed by, everyone who lives in the Fairways community.

Respect and consideration for each other is key to living in harmony, and so it is essential that a few rules are in force to ensure that everyone may enjoy the facilities equally. These are regularly reviewed by the Board, with the support where necessary of legal advice, and are designed to safeguard the interests and, above all, safe enjoyment of Fairways for everyone.



5 COMMON PARTS AND AMENITIES OF THE ESTATE

5.1 Access to Amenities

- 5.1.1 Access to the swimming pool, tennis court, related facilities and adjoining recreational areas is protected by a **security gate** for use by authorised key holders only, with their guests. Two magnetic keys are issued by the Caretaker on behalf of the Managing Agent to every Owner/Resident. Keys remain the property of the Estate, and the Caretaker is responsible for keeping track of keys distributed. The code to the gate is changed on a regular basis to maintain security, and at the same time keys will be collected by the Caretaker for re-coding and distribution.
- 5.1.2 Residents who are significantly in arrears on payment of their half-yearly contribution to the Maintenance Charges (see section 8 below), or who fail to respect the rules relating to the amenities of the Estate, may be temporarily excluded from access to the main amenities by written notice from the Managing Agent.

5.2 Use of Amenities

- 5.2.1 As noted above, harmonious **communal use of amenities** requires rules to help ensure the right balance between active enjoyment and peace and quiet, and between the needs of different generations on the Estate.
- 5.2.2 The Management Order and the Leases laid the foundation for this. Successive editions of 'Living at Fairways' have introduced additional guidelines for use of the Swimming Pool, the Tennis Court, the gardens and communal areas, and the Marina area. When the Estate was taken over by FEL in 1999, the Deeds of Participation signed by Owners converted these guidelines into binding rules. Since 1999 the Board has had to make some additional Regulations under the powers noted above, and the 1999 rules have been incorporated into these. **Regulation No. 3 "Use of Amenities"** contained in ANNEX A sets out the up to date position; Residents are urged to make themselves familiar with this Regulation and co-operate in observing it.
- 5.2.3 The **mooring and use of rivercraft** is both a basic amenity of the Estate, and an increasingly complex responsibility involving compliance with Environment Agency, health and safety and other public liabilities as well as mutual needs and responsibilities between neighbours. There are two kinds of mooring on the Estate: moorings which are adjacent to each of the 17 Town houses around the Marina, and other moorings which are allocated to the Patio houses on request, or available to the flats on the terms of a Mooring Licence which can be obtained from the Managing Agent.
- 5.2.4 Residents who keep on the Estate any kind of craft used in the Marina or on the river are urged to become familiar with **Regulation No. 4 "Mooring & Rivercraft"** contained in ANNEX A.

6 FLATS: LEASEHOLDERS' RIGHTS AND OBLIGATIONS



- 6.1 Flat-owners are subject to a number of conditions and obligations under their Leases as amended by the Deeds of Variation. The most significant of these are the restrictions contained in the First Schedule (pages 13-15) to each Lease, and they are briefly summarised below for convenience only and not so as to affect the meaning of the Lease. For further information or clarification, Owners should consult their Leases and Deeds of Variation, and if necessary take legal advice.
- 6.1.1 not to use the flat other than as a **private dwelling in the occupation of one family**;
nor to use the flat so as to cause nuisance or for any illegal or immoral purpose;
NOTE: the Landlord interprets "one family" as including one individual, a couple (married or bona fide co-habiting partners) or members of a single family
- 6.1.2 not to do anything which may render void any policy of insurance of any flat or garage;
NOTE: Owners of flats must notify the Managing Agent if their flat is to be unoccupied for a period in excess of 30 days
- 6.1.3 not to throw rubbish or other refuse so as to block waste or soil pipes;
- 6.1.4 not to leave any furniture, cycle etc., or any refuse or rubbish in any common part;
- 6.1.5 not to play any television, radio or other noise-making instrument or practise any singing so as to cause annoyance to the occupiers of other flats or to be audible between the hours of 11.00 p.m. and 7.00 a.m.;
- 6.1.6 not to use the lift or the common parts of the building in a noisy manner at any time;
- 6.1.7 not to put any writing or placard in or on any window so as to be visible from outside;
- 6.1.8 not to hang or expose any clothes or other articles outside the flat;
NOTE: this includes on balconies
- 6.1.9 not to place any flower box or other like object outside the flat except of suitable weight and only on balconies or patios. Not to shake any mat out of the windows;
- 6.1.10 no bird, dog or other animal which may cause annoyance to any occupier of any flat shall be kept in the flat;
- 6.1.11 not to erect any external wireless or television aerial;
NOTE: there is a communal aerial system
- 6.1.12 not to park any vehicle so as to obstruct or restrict the passage of cars on the Estate;

6 FLATS: LEASEHOLDERS' RIGHTS AND OBLIGATIONS

- 6.1.13 not to do anything which may injure the character of the Estate as a high-class residential estate or diminish the quietude privacy amenity or value of the Estate.
- 6.2. Some previously non-binding provisions of 'Living at Fairways' were also added into the First Schedule of the Leases by the Deeds of Variation.
- 6.3. The Leases include three Schedules dealing with financial obligations. The Fourth Schedule provided for annual rents payable for flats and garages, but these were converted (for participating Shareholders) to a 'peppercorn' rent by the Deeds of Variation with effect from December 2004. Flat-owners pay a 1/83rd share of Fifth Schedule costs covering care and maintenance of the Estate and a 1/60th share of Sixth Schedule costs covering care and maintenance of the flats: these charges are explained more fully in Section 8 below ("Maintenance Costs and Charges").
- 6.4. Flat-owners are also required by clause 3 of their Leases to comply with certain other obligations including:
- 6.4.1 to repair and regularly redecorate the interior of their flats;
NOTE: exterior decoration can only be done by the Landlord
 - 6.4.2 to clean windows once a month;
 - 6.4.3 to keep floors (other than bathrooms and kitchens) covered with carpet.



7 HOUSES: FREEHOLDERS' RIGHTS AND OBLIGATIONS



- 7.1 House-owners are subject to a number of conditions and obligations under their Title Deeds and under the Management Order. The most significant of these are the restrictions contained in the First Appendix of the Order, and they are briefly summarised below for convenience only and not so as to affect the meaning of the Order. For further information or clarification, Owners should consult the Management Order itself, and if necessary take legal advice.
- 7.1.1 not to use the house other than as a **private residence in the occupation of one family**;
NOTE: the Landlord interprets "one family" as including one individual, a couple (married or bona fide co-habiting partners) or members of a single family
- 7.1.2 not to use the house or any part of it, or permit it to be used, for business purposes;
- 7.1.3 not to permit anything which may injure the character of the Estate as a high-class Residential estate or diminish the quietude privacy amenity or value of the Estate;
- 7.1.4 not to do any act or thing on the property which may cause damage or nuisance to the Landlord or any tenant, or any illegal or immoral act;
- 7.1.5 not to permit any houseboat to be brought into the Marina;
- 7.1.6 not to do or permit any repairs of an offensive nature to any boat while moored in the Marina;
- 7.1.7 not to permit the engine of any boat to be run to disturb or cause annoyance;
- 7.1.8 not to hang or expose any clothes outside the house or in the front garden or inside premises if visible from the outside;
- 7.1.9 not to park any vehicle or permit it to be parked so as to obstruct trades-people or passage of cars;
- 7.1.10 not, without the previous consent in writing of the Landlord, to cut maim or remove any of the walls, roofs, girders or timbers of the property so as to alter the exterior appearance thereof (except for the purpose of making good defects), or carry out any development or change of use on the property within the meaning of any town and country planning legislation;
- 7.1.11 not to bring onto the property any caravan or temporary building or structure.
- 7.2 Under the Fourth Appendix to the Management Order, each House-owner is responsible for paying a 1/83rd share of the cost of care and maintenance of the Estate.

7 HOUSES: FREEHOLDERS' RIGHTS AND OBLIGATIONS

- 7.3 House-owners are also required, under the Second Appendix part I of the Management Order, to do the following at their own expense:
- 7.3.1 keep the property in good repair and condition;
 - 7.3.2 once in every 5 years have the outside of the property painted in colours approved by the Landlord;
 - 7.3.3 cultivate and keep the garden in good order and all yards free from litter and refuse and in a clean and tidy condition;
 - 7.3.4 keep the property insured against all risks in a normal comprehensive policy with an insurance company of repute.



8 MAINTENANCE AND COST CHARGES

- 8.1 The maintenance charges payable under paragraphs 6.2 and 7.2 above, and the Managing Agent's fees, are invoiced to Owners by the Managing Agent in two equal instalments payable on 1st January and 1st July.
- 8.2 Budgets are prepared each year which support, and are distributed with, the demands for the first instalment of the estimated annual charges.
- 8.3 Estate Accounts are prepared each year to 31st December by independent Accountants from the records maintained by the Managing Agent. These accounts provide a summary of all expenditure for the year; they set out the allocation of expenses payable by each house or flat and show the final surplus/shortfall in respect of each unit. Copies of these Accounts are circulated to all House- and Flat-owners.
- 8.4 The Landlord is required by law to consult Flat-owners before carrying out a project of works above a certain value (currently £250 per Flat-owner) or entering into a long-term agreement for the provision of services. The Commonhold and Leasehold Reform Act 2002 introduced new requirements for this statutory consultation. The Managing Agent conducts the consultation, where applicable, on the Landlord's behalf, and can provide information about the procedure.



9 LETTING AND SUB-LETTING

- 9.1 In order to protect the interests of all Residents, the Landlord requires certain conditions and procedures to apply to any proposed letting (of a house) or sub-letting (of a flat). These are set out in **Regulation No. 5 "Letting of Houses and Sub-letting of Flats"** contained in ANNEX A, and Owners intending to let or sub-let are urged to make themselves familiar with this Regulation before they proceed.
- 9.2 Applications for approval of terms for letting or sub-letting must be made by the Owner to the Landlord through the Managing Agent in the form set out in ANNEX B, and must be submitted at least 14 days before the tenancy is intended to begin.
- 9.3 A copy of every Tenancy Agreement must be supplied to the Managing Agent within 14 days of its completion.



10 ALTERATIONS TO FLATS AND HOUSES

The architectural quality and harmony of the buildings on the Estate is a shared asset of the Fairways community and makes a major contribution to the value of the properties and the visual amenity of the whole Estate. Now nearly 40 years old, the buildings are of distinctive late-1960s design and function. The Landlord therefore considers itself responsible to Owners and other Residents for safeguarding these qualities and ensuring that future alterations affecting the external appearance of the buildings support them.

10.1 In the case of flats, the Landlord's written approval in accordance with the procedure in paragraph 10.3 below is required for:

- 10.1.1 any structural alteration or addition;
- 10.1.2 any work involving changes to drainage;
- 10.1.3 any changes to the external appearance of any flat;
- 10.1.4 any decking or other covering on the external terraces of ground floor flats;
- 10.1.5 any changes or replacement to the exterior of garages or car-ports.

In the case of 10.1.4 and 10.1.5 the Landlord will require compliance with existing approved designs. Exterior decoration of Thamespoint is exclusively the Landlord's responsibility.

10.2 In the case of houses, the Landlord seeks to ensure, for the overall benefit of the Estate and its Residents, that:

- 10.2.1 any alterations are carried out so as to minimise impact on neighbouring properties;
- 10.2.2 such alterations are in keeping with the established appearance and harmony of the Estate;
- 10.2.3 the distinctive architectural design of the original development including its gardens and facilities is maintained and enhanced.

For this purpose the Landlord has formulated conditions relating to house alterations which go beyond the scope of the restrictions in the Management Order (see paragraph 7.1.10 above). These conditions relate to external materials and colours, replacement windows, Marina walls, roof railings and other matters, and they are set out in **Regulation No. 6 "Alterations to Freehold Houses"** contained in ANNEX A. House-owners intending to carry out alterations are urged to make themselves familiar with this Regulation before they proceed. Careful observance by House-owners of these conditions will help to reduce the time taken and the frustration that may sometimes accompany applications for alterations, and will assist in meeting the collective objective of maintaining Fairways as a high-class residential estate.

10 ALTERATIONS TO FLATS AND HOUSES

- 10.3 The **procedure for obtaining Landlord's approval** for alterations to houses or flats is as follows:
- 10.3.1 applications for approval to make alterations must be made to the Landlord through the Managing Agent in the form set out in ANNEX C, of which up to date copies are available from the Managing Agent;
 - 10.3.2 the application form includes guidance on the documentation to be submitted with each application, as well as the conditions relating to house alterations;
 - 10.3.3 the obtaining of relevant statutory approvals and compliance with statutory requirements, including Planning Permission and Building Regulations, health and safety (in particular, fire and asbestos risks), as well as party wall agreements with neighbours if appropriate, remain the responsibility of the Owner. The application form also includes guidance on what statutory consents and certificates are to be submitted to the Managing Agents, and when;
 - 10.3.4 the Managing Agent will provide a prompt acknowledgment of the application, and will notify the Owner of the Landlord's approval or other decision no later than 4 weeks from the date when all required information or clarification has been provided by the Owner. The decision may be subject to conditions, which must be reasonable, and with which the Owner must comply;
 - 10.3.5 the Owner remains responsible for ensuring completion of the works by the original or extended date approved by the Landlord, clearance of the site and rectification of any damage caused by the works, as well as the appropriate protection and insurance arrangements in respect of neighbours, the Estate and the public.



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Typical Lease, Deed of Participation, Deed of Variation,
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ANNEX A REGULATIONS

To be read in conjunction with LIVING AT FAIRWAYS 2008 edition.

Regulations made by the Landlord, Fairways Estates Limited, under paragraph 1(e) of Part I of the Second Appendix to the Order of the High Court dated 13 December 1971 (hereafter referred to as the 'Management Order') and/or under paragraph 15 of the First Schedule to the Lease of every flat at Thamespoint.

Regulations in force as at 30 June 2008:

Regulation 1 Houses - 2 October 2006
"Roof-tops of Houses"

Regulation 2 Houses - 2 October 2006
"Refuse and Refuse Bins"

Regulation 3 Houses and Flats - 15 May 2008
"Use of Amenities"

Regulation 4 Houses and Flats - 15 May 2008
"Mooring and Rivercraft"

Regulation 5 Houses and Flats - 27 June 2008
"Letting of Houses and Sub-Letting of Flats"

Regulation 6 Houses - 27 June 2008
"Alterations to Freehold Houses"

Regulation 7 Flats - 27 June 2008
"Thamespoint Flats I"

REGULATION I Houses - 2 October 2006 - "ROOF-TOPS OF HOUSES"

To be read in conjunction with LIVING AT FAIRWAYS 2008 edition.

Regulation No. 1 made on 2 October 2006 by the Landlord, Fairways Estates Limited, under paragraph 1(e) of Part I of the Second Appendix to the Order of the High Court dated 13 December 1971 (hereafter referred to as the 'Management Order') and/or under paragraph 15 of the First Schedule to the Lease of every flat at Thamespoint.

- 1 The top-level roof surfaces of houses shall at all times be kept clear of all structures or articles of any description other than any such aerials, solar panels, skylights or other functional structures or appliances as the Landlord may in its discretion from time to time in writing specifically approve as being in keeping with the provisions of the Management Order and the standards laid down therein.

Reasons:

The use of roof-tops for storing household furniture or other articles is not in keeping with a high-class residential Estate and may constitute a safety hazard; projection of any structures or movable articles above the architecturally designed sky-line of the houses may diminish the visual amenity of the Estate, may injure its character and therefore needs to be controlled by the Landlord.

- 2 The top-level roof surfaces of houses shall not be used for any recreational or other purpose whatever except for inspection, maintenance or installation of aerials or other functional items specifically approved by the Landlord under paragraph 1 above.

Reasons:

Recreational use of the roof-tops may constitute both a safety hazard for which the Landlord might be deemed in part responsible, and a diminution of privacy in relation to other residents on the Estate.

REGULATION 2 Houses - 2 October 2006 - "REFUSE AND REFUSE BINS"

To be read in conjunction with LIVING AT FAIRWAYS 2008 edition.

Regulation No.2 made on 2 October 2006 by the Landlord, Fairways Estates Limited, under paragraph 1(e) of Part I of the Second Appendix to the Order of the High Court dated 13 December 1971 (hereafter referred to as the 'Management Order') and/or under paragraph 15 of the First Schedule to the Lease of every flat at Thamespoint.

For the avoidance of doubt the reference to 'refuse' in paragraph 1 (c) of Part I of the Second Appendix to the Management Order includes refuse-bins or containers of any kind for household rubbish. Accordingly no such bins or containers shall be left in the yard or garden of any house at any time except on the night and day immediately preceding collection by or on behalf of the local authority.

Reason:

It is a nuisance to other residents, and is not in keeping with a high-class residential Estate, that refuse-bins be kept in public view in yards or gardens, especially when enclosed external cupboards were designed for this purpose.

REGULATION 3 Houses and Flats - 15 May 2008 - "USE OF AMENITIES"

To be read in conjunction with LIVING AT FAIRWAYS 2008 edition.

Regulation No.3 made on 15 May 2008 by the Landlord, Fairways Estates Limited, under paragraph 1(e) of Part I of the Second Appendix to the Order of the High Court dated 13 December 1971 (hereafter referred to as the 'Management Order') and/or under paragraph 15 of the First Schedule to the Lease of every flat at Thamespoint.

Residents' access to the Amenities listed below implies that their half-yearly contribution to the cost of maintaining them is promptly paid, and that rules relating to use of the Amenities are respected and observed with due consideration for other residents. Residents who are significantly in arrears on payment of their half-yearly contribution to the Maintenance Charges, or who fail to respect the rules relating to these Amenities in such a way as to interfere with the enjoyment of other users or the reasonable peace and quiet of other residents, may be temporarily excluded from access to the main amenities.

In this Regulation the term 'adult' means a person over 18 years of age.

I SWIMMING POOL

- 1.1 The pool is open from 1st May to 30th September and is heated and sanitised during that period. The Caretaker has day-to-day responsibility for looking after the pool.
- 1.2 The pool is open from 7.00 a.m. to 10.00 p.m. during the season; chemicals are added at 10.00 p.m. each evening and the pool is then covered and a warning notice to this effect is posted on or near the changing rooms.
- 1.3 For the benefit of residents who are working during the day, swimming after 7.00 p.m. should be 'lengths only'.
- 1.4 Swimming costumes must be worn in and around the pool.
- 1.5 Shoes must be worn down to the pool to avoid carrying dirt into the water.
- 1.6 Glassware must not be used near the pool.
- 1.7 The swimming pool may be used only by:
 - 1.7.1 residents;
 - 1.7.2 a limited number of guests of residents not exceeding 4 per resident's household at any one time. All guests must be accompanied by adult residents who stay with them in and around the pool area.
- 1.8 Adult residents are fully answerable to the Landlord and to other residents for ensuring the civilised and considerate behaviour, including dress, noise levels and language, of their children and guests in the pool and pool area. Repeated complaints by residents to the Managing Agent against identified individuals may result in the individuals' temporary exclusion from use of the amenities.

REGULATION 3 Houses and Flats - 15 May 2008 - "USE OF AMENITIES"

- 1.9 Thamespoint residents wishing to complain about infringement of these rules by pool-users should telephone the Managing Agent or the Caretaker. Shouting from balconies is prohibited.
- 1.10 Children under twelve years of age must be accompanied by a supervising adult resident at all times.
- 1.11 Repeated diving or jumping into the pool, or horseplay in the pool or pool surroundings, is prohibited.
- 1.12 Ball games in or around the pool are not allowed.
- 1.13 Use of the shower by children and adults before entering the pool is encouraged to help ensure hygiene of the pool; the shower is not intended for hair and body washing and shampooing, and users must wear swimming costumes when showering.

2 TENNIS COURT

- 2.1 The tennis court is available for the use of all residents and may be booked in advance by use of the booking sheets in the glass-fronted case by the court. All guests must be accompanied by adult residents, who stay with them at the tennis court area.
- 2.2 Booking for the court should be limited to one hour for singles or two hours for doubles and, especially at busy periods, residents should exercise reasonable restraint about multiple forward bookings.
- 2.3 Efforts should be made to erase bookings as early as possible when it is known that they will not be taken up.
- 2.4 Tennis shoes or trainers and suitable tennis outfits, including shirts or tops, must be worn at all times while on or around the court.
- 2.5 Children under nine years of age are welcome to use the court but must be accompanied or supervised by an adult resident.

3 GARDENS AND COMMUNAL AREAS

- 3.1 Ball games (including frisbees and badminton) are not permitted on the gardens or other communal areas except, of course, tennis on the tennis court.
NOTE: the Estate is fortunate in being located next to the Broom Road public Recreation Ground, and residents are encouraged to use this area, not the gardens or roads of the Estate, for ball games
- 3.2 Bicycles, roller-skates, skateboards or similar may not be used beyond the Caretaker's lodge.
- 3.3 For safety reasons children are not permitted to play on bicycles or use roller-skates, skateboards or similar in the roadway outside Thamespoint.

REGULATION 3 Houses and Flats - 15 May 2008 - "USE OF AMENITIES"

- 3.4 Radios/other audio equipment must not be used in the common parts of the Estate, so as to disturb others.
- 3.5 Dogs should be kept on a lead and must not be taken beyond the Caretaker's lodge. Please do not allow dogs to defecate or urinate in the Estate grounds.
- 3.6 The feeding of geese or other birds especially pigeons is discouraged. Their droppings soil the buildings, lawns and paths.

4 MARINA AREA

- 4.1 The use of the Marina is confined to residents and their guests; guests must be accompanied at all times by an adult resident while using the Marina.
- 4.2 Swimming and fishing in the Marina are not allowed.
- 4.3 No refuse, fuel, oil, containers or debris may be dumped in the Marina.
- 4.4 For safety reasons children under twelve years of age must be supervised by an adult resident when using the Marina.
- 4.5 The Marina may not be used as a play area in such a way as to cause a nuisance to residents.
- 4.6 The slipway should be used for residents' boating purposes only.
- 4.7 The use of any kind of craft in the marina, including canoes and dinghies, is covered by Regulation No. 4 "Mooring & Rivercraft".

Reason for this Regulation:

The communal amenities covered by this Regulation consist of the Swimming Pool, the Tennis Court, the gardens and communal areas and the Marina area. What had previously been guidelines for the use of these amenities became rules in 1999 when Fairways Estates Limited acquired the freehold of the Estate. This Regulation confirms and updates these rules for the convenience of all concerned.

REGULATION 4 Houses and Flats - 15 May 2008 - "MOORING AND RIVERCRAFT"

To be read in conjunction with LIVING AT FAIRWAYS 2008 edition.

Regulation No. 4 made on 15 May 2008 by the Landlord, Fairways Estates Limited, under paragraph 1(e) of Part I of the Second Appendix to the Order of the High Court dated 13 December 1971 (hereafter referred to as the 'Management Order') and/or under paragraph 15 of the First Schedule to the Lease of every flat at Thamespoint.

In this Regulation the term 'craft' includes any kind of craft used in the Marina or on the river, including dinghies and canoes, and the term 'adult' means a person over 18 years of age.

There are two kinds of mooring on the Estate: moorings which are adjacent to each of the 17 Town houses around the Marina, and other moorings which are either allocated to the Patio houses on request, or are available to the flats on the terms of a Mooring Licence which can be obtained from the Managing Agent.

I MOORING AND RIVERCRAFT

- 1.1 No craft longer than the length of the mooring-place less 2 feet will be moored on any exclusive or allocated mooring-place belonging to the Estate. In this context and for this purpose, the length of each Town house mooring-place is equal to the 23 foot frontage of each house.
- 1.2 Every resident having an exclusive or allocated mooring-place will ensure that only a craft belonging to him/her, i.e. registered in his/her name or in that of another family member resident on the Estate, will be kept on such mooring-place unless he/she has obtained the prior written permission of the Landlord through the Managing Agent for another resident's craft to be temporarily moored there.
- 1.3 Exceptionally, if a mooring-holder is not using his/her full mooring-place and gives temporary written consent to an adjoining mooring-holder to overlap his/her mooring to accommodate part of a longer craft than is permitted under (1.1) above, a copy of the consent must be provided to the Managing Agent as soon as it is granted.
- 1.4 Every craft kept on the Estate must at all times be the subject of a valid current:
- 1.4.1 licence from the Environment Agency or other appropriate licensing authority;
 - 1.4.2 boat Safety Certificate (unless exempt);
 - 1.4.3 third party risks insurance for an amount in the case of motorized craft of at least £2 million.

The resident owner of the craft must produce to the Managing Agent immediately on demand copies of such Licence and Certificate.

REGULATION 4 Houses and Flats - 15 May 2008 - "MOORING AND RIVERCRAFT"

- 1.5 Mooring-places and the quayside next to them must be kept in a clean and tidy condition by the mooring-user.
- 1.6 Guests on any craft in the Marina must be accompanied at all times by an adult resident.
- 1.7 Access to the Marina is reserved exclusively to craft owned by residents of the Estate; any craft visiting a resident may be moored only on an available river mooring outside the Marina, and only after telephone contact by the resident concerned with the Managing Agent or the Caretaker.
- 1.8 Chartering or hiring-out of any craft in or from the Marina is not permitted.
- 1.9 Craft kept on the Estate must be:
 - 1.9.1 maintained in a clean and tidy condition and in a good water-tight state of repair;
 - 1.9.2 moored in a safe and proper fashion, parallel to the Marina edge (or river bank where applicable), and so as to cause no obstruction to navigation on the Marina or the river. Parallel mooring alongside another craft is not allowed.
- 1.10 In the event of a craft moored on the Estate becoming sunk, grounded, waterlogged or unsafe to other users, its owner must within 72 hours of receiving notice to that effect from the Managing Agent arrange for it to be repaired, recovered or removed, failing which the Landlord may do so and charge the owner accordingly.
- 1.11 Canoes when not in the water may be kept on the Marina slipway providing they are kept in an orderly manner.
- 1.12 The Landlord is in no circumstances liable for any loss of or damage to any craft.

Reason for this Regulation:

The mooring and use of rivercraft is both a basic amenity of the Estate, and an increasingly complex responsibility involving compliance with Environment Agency, health and safety and other public liabilities as well as mutual needs and responsibilities between neighbours. This Regulation confirms and updates previously issued guidelines and rules affecting rivercraft kept on the Estate, for the convenience of all concerned.

**REGULATION 5 Houses and Flats - 27 June 2008 -
"LETTING OF HOUSES AND SUB-LETTING OF FLATS"**

To be read in conjunction with LIVING AT FAIRWAYS 2008 edition.

Regulation No. 5 made on 27 June 2008 by the Landlord, Fairways Estates Limited, under paragraph 1(e) of Part I of the Second Appendix to the Order of the High Court dated 13 December 1971 (hereafter referred to as the 'Management Order') and/or under paragraph 15 of the First Schedule to the Lease of every flat at Thamespoint.

This Regulation applies to the letting of freehold houses and the sub-letting of leasehold flats. The term 'letting' is used here to include both of the foregoing, and the word 'Tenant' includes more than one person if applicable.

I LIMITATIONS

- 1.1 Letting is permitted only to **one family**.
NOTE: the Landlord interprets "one family" as including one individual, a couple (married or bona fide co-habiting partners) or members of a single family.
- 1.2 Letting to a reputable company is permitted providing references from the company's accountants and solicitors are submitted and are acceptable. Occupancy is to comply strictly with the provisions of paragraph 1.1 above.
- 1.3 Letting to organisations not subject to English Law, for example to Embassies, is not permitted.

2 APPLICATIONS

- 2.1 **Applications for Approval of Letting Terms** must be made by the owner to the Landlord through the Managing Agent in the **form set out in ANNEX B to LIVING AT FAIRWAYS**, and must be submitted at least 14 days before the tenancy is intended to begin. The term 'approval' used below means the Landlord's approval of the proposed letting terms as being in compliance with this Regulation.
- 2.2 The following are required to be submitted with each application:
 - 2.2.1 contact details for the prospective tenant and for the Letting Agent (if applicable);
 - 2.2.2 contact details for the owner, including a bank or other mailing address in the UK to be valid throughout the proposed tenancy for formal communications from the Landlord;
 - 2.2.3 confirmation that the prospective tenant meets the requirements of paragraphs 1.1 and where applicable 1.2 and 1.3 above;
 - 2.2.4 in the case of letting to a company, the company's registration number

**Houses and Flats - 27 June 2008 -
REGULATION 5 "LETTING OF HOUSES AND SUB-LETTING OF FLATS"**

- 2.2.5 three references for the prospective tenant: these should be, as appropriate, a financial reference from the prospective tenant's bank, an employment reference and a personal or former landlord's reference;
- 2.2.6 copies of all legally required and current safety test certificates for gas and electrical equipment;
- 2.2.7 administration fee made payable to the Managing Agent.

3 UNDERTAKING

The owner must, in the application for approval, undertake to terminate the tenancy at the earliest opportunity in the event of material breach by the tenant of the terms of the Tenancy Agreement.

4 COMMENCEMENT

The tenancy is not to commence until written approval is provided by the Landlord through the Managing Agent.

5 TERMS

- 5.1 The terms of every tenancy **must**
 - 5.1.1 provide expressly for compliance by the tenant with all the owner's obligations to the Landlord, in particular the terms of the Lease in the case of a flat, and of the Management Order in the case of a house, and
 - 5.1.2 contain an acknowledgment that the tenant has received a copy of LIVING AT FAIRWAYS and of the Lease and Deed of Variation (in the case of a flat) or of the Management Order and Deed of Participation (in the case of a house) as the case may be.
- 5.2 The terms of every tenancy must contain a complete prohibition against the tenant granting any sub-tenancy.

6 TENANCY AGREEMENT

- 6.1 All **lettings other than to a company** are required to be in the form of an **Assured Shorthold Tenancy Agreement**. All persons aged 18 or over intending to reside in the property during the tenancy (including children in the case of a family letting) must be identified separately in the Agreement, and must sign it.
- 6.2 A **letting to a company** is required to be in the form of a written **Tenancy Agreement** which must, in addition to identifying the company's registration number and complying with paragraphs 5.1 and 5.2 above, contain:

**Houses and Flats - 27 June 2008 -
REGULATION 5 "LETTING OF HOUSES AND SUB-LETTING OF FLATS"**

- 6.2.1 the full names of all proposed occupants aged 18 or over;
- 6.2.2 a provision that 28 days' notice of intention to change occupant(s) must be given to the Landlord through the Managing Agent; and
- 6.2.3 a requirement that any new occupant(s) must also comply with paragraph 1.1 above.

6.2 A copy of every Tenancy Agreement must be supplied to the Managing Agent within 14 days of its completion.

6.3 If and for so long as:

- 6.3.1 paragraph 6.2 above is not complied with, or
- 6.3.2 the Tenancy Agreement supplied does not comply with all relevant conditions above, or
- 6.3.3 the tenancy takes effect without the Landlord's written approval having been obtained to the letting terms,

the Landlord may refuse to recognise the tenants as residents on the Estate, may exclude them from access to the Amenities of the Estate and will continue to look to the property-owner for payment of Maintenance Charges.

Reason for this Regulation:

There is no requirement, in either the Management Order or the Leases of flats, for Landlord's consent to be obtained for letting or sub-letting of properties on the Estate. However, for the good order of the Estate, proper administration of maintenance charges and proper safeguards on Tenants' use of Estate amenities, the Landlord requires certain conditions and procedures to be observed and, in some cases, incorporated into tenancy arrangements. These conditions and procedures are set out above.

REGULATION 6 Houses - 27 June 2008 - "ALTERATIONS TO FREEHOLD HOUSES"

To be read in conjunction with LIVING AT FAIRWAYS 2008 edition.

Regulation No. 6 made on 27 June 2008 by the Landlord, Fairways Estates Limited, under paragraph 1(e) of Part I of the Second Appendix to the Order of the High Court dated 13 December 1971 (hereafter referred to as the 'Management Order') and/ottt under paragraph 15 of the First Schedule to the Lease of every flat at Thamespoint.

Owners who have invested in leasehold flats or freehold houses on the Fairways Estate may understandably wish to make alterations to their properties. The background to alterations is explained in section 10 of LIVING AT FAIRWAYS.

In the case of houses, this Regulation sets out the conditions which the Landlord will follow in considering applications. Some of these conditions were contained in the 1971 Management Order, and others have been developed in response to changing circumstances.

(In the case of flats, LIVING AT FAIRWAYS sets out the conditions applying to alterations.)

With only very minor exceptions no alteration affecting the external appearance of the Estate may be undertaken by House-owners or residents without obtaining, prior to the start of works, the approval in writing of the Landlord, or of the Managing Agent on the Landlord's behalf. If owners are in any doubt about whether Landlord's approval is needed or may be given, they are urged to consult the Managing Agent informally.

The procedure to be followed by House-owners who wish to make alterations (other than very minor ones) is described in LIVING AT FAIRWAYS. **The form to be used for APPLICATION FOR APPROVAL OF ALTERATIONS** is set out in ANNEX C to LIVING AT FAIRWAYS.

Drawings and specifications submitted in support of applications may be approved by the Landlord with or without modifications in giving its approval, and once approved must be strictly adhered to in every respect.

I HOUSES - GENERAL PROVISIONS

- 1.1 The Management Order (paragraph (j) of the First Appendix), requires the Landlord's permission for structural work which alters the external appearance of the house, or work which requires planning permission. Subsequent Regulations made by the Landlord under the Management Order require the Landlord's approval for other works as described below.
- 1.2 Regardless of any provisions of the Town and Country Planning Acts, the Landlord **will not approve or permit** any of the following:
- 1.2.1 change of use, including conversion of garages so that they can no longer be used as such;

REGULATION 6 Houses - 27 June 2008 - "ALTERATIONS TO FREEHOLD HOUSES"

- I.2.2 extensions in height of any house above the original sky-line;
- I.2.3 Patio houses: any extension to the front other than on the first floor above the original garage;
- I.2.4 Town houses: any extensions other than to the **Marina-facing** third floor roof terrace;
- I.2.5 Town houses, **street-facing** third floor roof terraces: any structures, installations (except aerials) or barriers of any kind rising above railing height which interrupt the open aspect of the whole row of terraces;
- I.2.6 Town houses, **Marina-facing** roof terraces: replacement or alterations to balustrading and beams other than strictly matching the original design, sight-lines and dimensions and coloured white;
- I.2.7 Town houses, ground floor **Marina-facing** garden walls: alterations other than those noted at paragraph 4 below;
- I.2.8 any material change to fenestration i.e. the layout or style of windows;
- I.2.9 any decoration, other than repair and making good, of the external brickwork;
- I.2.10 installation of any externally visible building engineering services or flues, vents or other terminations other than those shown on applications and specifically permitted.
- I.3 Regardless of any provisions of the Town and Country Planning Acts, the Landlord's **approval and permission is required** for:
 - I.3.1 the creation or enlargement of any opening on the side walls of the houses at the ends of each block of houses;
 - I.3.2 the creation of access to, or installation of railings on, street-facing roof terraces – see paragraph 2 below;
 - I.3.3 the installation of replacement windows – see paragraph 3 below;
 - I.3.4 change of front door or creation of porch outside the front door;
 - I.3.5 change of garage door;
 - I.3.6 Town houses: extensions on third floor **Marina-facing** roof terraces;
 - I.3.7 Town houses: alteration of the external appearance of the third floor elevations on either side, including windows, doors and solid panels;
 - I.3.8 Patio houses: extensions on first floor above original garages;
 - I.3.9 internal alterations involving substantive structural or other alterations which could have an impact on adjoining properties;

REGULATION 6 Houses - 27 June 2008 - "ALTERATIONS TO FREEHOLD HOUSES"

1.3.10 external hard-landscaping works to **street-facing** gardens including re-paving;

1.3.11 change to **Marina-facing** ground-floor garden walls – see paragraph 4 below.

2 ADDITIONAL LIMITATIONS TO TOWN HOUSES STREET-FACING ROOF TERRACES

2.1 No direct access was originally provided to the street-facing roof terraces, making access and maintenance difficult. The installation of a new access door to the street-facing roof terrace is welcomed, although subject to the Landlord's approval. The frame colour of any proposed access door is to be white.

2.2 The external faces of these walls were originally clad in timber lapped boarding, painted white. Any replacement cladding is to match this as closely as possible in profile and colour. Replacement in a material requiring less maintenance, such as uPVC, is welcomed, although subject to the Landlord's approval.

2.3 If such access is proposed, railings are to be installed to the perimeter of the roof terrace. Every installation in any one line or 'block' of houses is to be identical in design, dimension and colour to provide a uniform and consistent appearance. No variations will be permitted.

2.4 Such railings have already been installed on Thameside, Fairways and Marina Way. Any further railings proposed to any of these blocks are required to match those already installed on that block, and to match them exactly in design, dimension, materials and colour.

2.5 Any fencing or guarding that has previously been installed with the approval of the Landlord may remain unchanged, but if any changes are proposed, the requirements of paragraphs 2.3 and 2.4 above will apply.

2.6 Where railings are to be installed on the party wall between properties, the Landlord requires a copy of every Party Wall Agreement entered into including a statement on the agreed allocation between adjoining owners of their responsibilities for maintenance.

2.7 The installation of an unlocked gate of appropriate width between properties may provide additional access to a place of safety in the event of fire, and is recommended.

3 ADDITIONAL LIMITATIONS ON WINDOW REPLACEMENT

3.1 The fenestration layout, that is the overall window layout, including the arrangement, size and style of replacement opening and fixed windows and infill panels, is to match that existing in all respects.

REGULATION 6 Houses - 27 June 2008 - "ALTERATIONS TO FREEHOLD HOUSES"

- 3.2 New window frames including frame size, profile and sight lines, are to match those currently existing in all respects. The proposed frame material and colour may only be **either** anodised aluminium in natural silver **or** uPVC frames in white. All windows in one elevation of a house must match in frame material and colour.
- 3.3 The creation or enlargement of windows in the end-walls of any block of houses requires the Landlord's approval and must match existing windows in frame size, profile, sight lines, material and colour, and in position within the depth of the external wall. The details of lintels and sills are to match those existing as closely as possible.
- 3.4 Solid infill panels, which may only be installed below the mid-height horizontal transom rails, shall match the grey or white panels existing on other elevations in material, profile, finish and colour. The colour reference of the grey colour to be used is RAL 7004 Signal Grey. Film or other translucent or opaque backing or facing material is not permitted.
- 3.5 All glazing is to be clear, untinted glass.

4 ADDITIONAL LIMITATIONS TO TOWN HOUSES MARINA-FACING GROUND FLOOR GARDEN WALLS ENCLOSING PATIOS

- 4.1 The original design of these walls was a solid concrete panel, painted white. Two further variations have been installed with the Landlord's approval:
- 4.1.1 perforated concrete blocks all with the same pattern and painted white;
- 4.1.2 clear glass with metal tubular framing painted white.
- 4.2 Only proposals to match one of these three variations in design, materials, dimensions and colour will be permitted.

5 ADDITIONAL LIMITATIONS ON EXTERNAL DECORATIONS AND FINISHES

- 5.1 Only the entrance doors at ground floor level may be painted or finished in a colour other than white, but the entrance door frame and side window frame colour must be decorated or re-decorated in white.
- 5.2 Facings of concrete floor slabs or lintels where visible are to be decorated or re-decorated in white.
- 5.3 Timber balustrading and beams at third floor roof terrace must be identical in dimensions and profile to existing, and must be decorated or re-decorated in white.

REGULATION 6 Houses - 27 June 2008 - "ALTERATIONS TO FREEHOLD HOUSES"

- 5.4 No climbing plants or trees trained against or growing next to external walls must be allowed to obscure the architectural design of any house, prevent effective decoration and maintenance, or cause any nuisance or loss of amenity to neighbouring houses.

6 BUILDING OR DIY WORK

- 6.1 Residents of houses and their contractors must not carry out building or DIY work causing noise or disturbance outside the hours of 8.00 a.m. to 6.00 p.m. Monday to Friday and 8.00 a.m. to 1.00 p.m. on Saturday.

Reason for this Regulation:

The architectural quality and harmony of the buildings on the Estate is a shared asset of the Fairways community and makes a major contribution to the value of the properties and the visual amenity of the whole Estate. The Landlord therefore considers itself responsible to owners and other residents for safeguarding these qualities and ensuring that future alterations affecting the external appearance of the buildings support them, and for this purpose has developed procedures and conditions for consistent practice.

REGULATION 7 Flats - 27 June 2008 - "THAMESPOINT FLATS I"

To be read in conjunction with LIVING AT FAIRWAYS 2008 edition.

Regulation No. 7 made on 27 June 2008 by the Landlord, Fairways Estates Limited, under paragraph 1(e) of Part I of the Second Appendix to the Order of the High Court dated 13 December 1971 (hereafter referred to as the 'Management Order') and under paragraph 15 of the First Schedule to the Lease of every flat at Thamespoint.

I THAMESPOINT – BALCONIES (BARBECUES, ETC)

- 1.1 The use of barbecues or any other cooking devices on any balcony at Thamespoint is prohibited.

Reason:

As testified by numerous complaints of such activities in the past, smoke and odours arising from cooking activities, especially but not limited to barbecues, causes a nuisance to other Thamespoint residents.

2 THAMESPOINT – SAFETY OF GAS HEATING & WATER BOILERS

- 2.1 Once in every calendar year, and at intervals not exceeding 18 months, the Lessee (or a resident sub-lessee) of every flat which has a Gas heating and/or water boiler must obtain and submit to the Managing Agent a written report by a Corgi-registered specialist certifying that the boiler in the flat has been inspected during the same calendar year concerned and is safe and legal (i.e. compliant with all applicable laws and regulations). A report which requires or recommends that work be carried out before a certificate of safety can be issued, will not be accepted as fulfilling this Regulation.
- 2.2 If a flat is sub-let, the sub-lessee must be given a copy of the latest boiler inspection report and must ensure that should the date of the next inspection fall within their tenancy the necessary inspection and report are completed.
- 2.3 The owner of every such flat must ensure that insurance is maintained at all times to cover all risks arising out of explosion or gas leakage from the boiler.

Reason:

A defective boiler in an apartment block like Thamespoint is a danger to life and property and the Landlord considers that all residents should have the assurance that this risk is being systematically controlled.

REGULATION 7 Flats - 27 June 2008 - "THAMESPOINT FLATS I"

3 THAMESPOINT – REFUSE CHUTES

- 3.1 Refuse chutes should not be used between 8.00 p.m. and 8.00 a.m. Rubbish **must** be contained in bags. Glass bottles, jars, etc., unless wrapped, may not be disposed of in the chutes as this is a safety hazard.

Reason:

Disturbance and safety considerations.

4 THAMESPOINT – BUILDING OR DIY WORK

- 4.1 Residents of flats and their contractors must not carry out building or DIY work causing noise or disturbance outside the hours of 8.00 a.m. to 6.00 p.m. Monday to Friday and 8.00 a.m. to 1.00 p.m. on Saturday.

Reason:

Disturbance and nuisance considerations.

5 THAMESPOINT LIFTS

- 5.1 Protective coverings are available for the lifts and will be fitted by the Caretaker on request. They should be used when moving furniture or when carrying out repairs or decorations.

Reason:

Proper maintenance of common facilities.

ANNEX B APPLICATION FOR APPROVAL OF TERMS FOR LETTING OF HOUSES AND SUB-LETTING OF FLATS

To be read in conjunction with LIVING AT FAIRWAYS 2008 edition.

PROPERTY AND CONTACT DETAILS

Address of _____
 house to be let or _____
 flat to be sub-let _____
 Owner _____
 Owner's address, _____
 telephone number _____
 and e-mail address _____
 now and throughout _____
 tenancy period _____

PROPOSED TENANTS AGED 18 OR OLDER

LETTING AGENT IF APPLICABLE

Name	_____	Firm,	_____
Name	_____	contact name	_____
Name	_____	Address	_____
Name	_____		_____
Name	_____	Telephone/e-mail	_____
Name	_____		_____

LENGTH OF TENANCY

Anticipated start date _____
 Anticipated duration _____

DOCUMENTS TO BE ATTACHED TO THIS APPLICATION

Guidance on the documentation to be supplied by the Owner is provided in Regulation No. 5, paragraphs 2.2.1, 2.2.2 and 2.2.3.

- 1 3 references for the prospective Tenant(s).
- 2 3 copies of all legally required and current safety test certificates for gas and electrical equipment.
- 3 Administration fee of £50.00 plus VAT (£58.75 total) made payable to the Managing Agent.

I/WE CONFIRM AND UNDERTAKE THAT

- 1 I/we have read and accept the provisions of LIVING AT FAIRWAYS 2008 edition (Section 9) and have read and understand the conditions of Regulation No. 5, and that the terms of the proposed letting/sub-letting comply with those conditions;
- 2 I/we have provided a copy of LIVING AT FAIRWAYS 2008 edition including its Annexes to the proposed Tenant;
- 3 the Tenancy Agreement will comply fully with the conditions of Regulation No. 5 and will be signed before the Tenancy begins;
- 4 a copy of the Tenancy Agreement will be submitted to the Managing Agent within 14 days after the Tenancy begins;
- 5 I/we will promptly take all steps necessary to terminate the Tenancy Agreement if evidence of a material breach of the Agreement is provided to me/us in writing by the Landlord or the Managing Agent.

Signature _____ Date _____
 Print _____

ANNEX C APPLICATION FOR APPROVAL OF ALTERATIONS TO HOUSES AND FLATS

To be read in conjunction with LIVING AT FAIRWAYS 2008 edition.

PROPERTY AND CONTACT DETAILS

Address _____
 Owner _____
 Telephone/e-mail _____

ARCHITECT/SURVEYOR

Firm, contact name _____
 Address _____
 Telephone/e-mail _____

BUILDING CONTRACTOR

Firm, contact name _____
 Address _____
 Telephone/e-mail _____

PROPOSALS

Guidance on the documentation to be supplied by the Owner and on implementation is provided on page 2.

Outline of proposals _____
 Documents provided _____
 Statutory consents required _____

IMPLEMENTATION

Anticipated start date _____
 Anticipated duration _____
 Skip requirement _____

I/WE CONFIRM AND UNDERTAKE THAT

- 1 I/we have read and accept the provisions of LIVING AT FAIRWAYS 2008 edition (Section 10) and Regulation No. 6 as they apply to works which are the subject of this Application, "the works";
- 2 the Architect/Surveyor and Building Contractor/Installer are aware of these provisions and have confirmed their agreement to comply;
- 3 building work will only commence after we have received the written permission of the Landlord for the works;
- 4 I/we will provide a copy of all statutory applications, consents and completion certificates;
- 5 I/we will provide if so requested a copy of the Building Contractor's Public Liability Insurance;
- 6 all plumbing, gas and/or electrical works will be undertaken by suitably qualified and registered installers/contractors and that a copy of the design, installation, commissioning and testing certificates as appropriate for such works will be provided.

Signature _____ Date _____
 Print _____

ANNEX C APPLICATION FOR APPROVAL OF ALTERATIONS TO HOUSES AND FLATS: GUIDANCE FOR APPLICANTS

To be read in conjunction with LIVING AT FAIRWAYS 2008 edition.

1 ALTERATIONS

- 1.1 Alterations to houses **are not permitted** if they fall within the provisions of paragraph 1.2 of Regulation No. 6, and they **require the Landlord's approval and permission** if they fall within the provisions of paragraph 1.3 of Regulation 6.
- 1.2 Alterations to flats **require the Landlord's approval and permission** if they fall within the provisions of paragraph 10.1 of LIVING AT FAIRWAYS 2008 edition.
- 1.3 No work on any alteration which requires the Landlord's permission is to be commenced without obtaining such permission in writing.
Any work requiring such permission but commenced without obtaining it, is undertaken entirely at the owner's risk, and the Landlord may require that it be halted and may insist on the restitution of the original at the Owner's cost.

2 PROFESSIONAL ADVICE

- 2.1 For all works involving substantive structural or other alterations to external walls or which could have an impact on adjoining properties, the Owner's proposal, including the drawings and schedule of works referred to at paragraph 4.2 below must be prepared or approved by a qualified professional.

3 STATUTORY CONSENTS, LICENSES

- 3.1 The Owner must, in the application, identify, and must apply for and obtain, all statutory consents required for the proposed works including, but not limited to, planning consent and Building Regulations approval.
Copies of all applications, consents and completion certificates must be supplied to the Managing Agent as soon as they become available.
- 3.2 The Owner must apply for and obtain any other licenses required for the carrying out of the works, for example skip licenses for skips to be placed on public highways, and comply with the requirements of such licenses.

4 APPLICATIONS, DOCUMENTATION TO BE SUBMITTED BY THE APPLICANT

- 4.1 Applications for approval to make alterations must be made to the Landlord through the Managing Agent.

**APPLICATION FOR APPROVAL OF ALTERATIONS
TO HOUSES AND FLATS: GUIDANCE FOR APPLICANTS**

To be read in conjunction with LIVING AT FAIRWAYS 2008 edition.

- 4.2 The Managing Agent will provide a prompt acknowledgment of the application, and will notify the Owner of the Landlord's approval or other decision no later than 4 weeks from the date when all required information or clarification has been provided by the Owner. The decision may be subject to conditions, which must be reasonable, and with which the Owner must comply.
- 4.3 Minor alterations may be shown and described on free-hand sketches; 3 copies.
- 4.4 All other proposals must be described on drawings, professionally prepared, to a metric scale of no less than 1:50 showing the existing arrangements and the proposed alterations and in a schedule of works defining the work and the standards and finishes to be achieved; 3 copies.
- 4.5 A statement is to be provided setting out the statutory consents required, and the intended processes for obtaining these.
- 4.6 The Landlord may require the owner to provide any additional information or clarification necessary to consider the application.
- 4.7 If the works concern plumbing, gas or electrical works, certificates of design, installation, commissioning and testing as appropriate must be submitted before or at conclusion of the works.

5 IMPLEMENTATION

- 5.1 The works should be carried out by a reputable building contractor or installer. Where the works involve gas or electrical works, the contractor must be appropriately qualified for the work, and be registered with the relevant professional body.
- 5.2 The Building Contractor must hold and provide evidence if requested of valid and current Public Liability Insurance in the sum of £5,000,000.
- 5.3 Skips for alterations to flats will be permitted for a period limited to 3 days only, and must be positioned in a marked parking space allocated to visitors and approved by the Caretaker. 2 working days' notice for the delivery of a skip must be provided. Skips obstructing or preventing the use of adjoining parking spaces will require to be moved.
- 5.4 Skips for alterations to houses should be positioned off-street on the front driveway to limit road or footway obstructions.

ANNEX D FORM OF MOORING LICENCE

THIS LICENCE IS MADE THE _____

BETWEEN

1 **Fairways Estates Limited**
of 15 Penrhyn Road, Kingston-upon-Thames, Surrey KT1 2BZ
hereinafter called "the Grantor" of the one part

AND

2 _____
of Thamespoint, Fairways, Teddington, Middlesex TW11 9PP
hereinafter called "the Licensee" of the other part
Home telephone: _____
Office telephone: _____
Mobile telephone: _____

VESSEL _____

WHEREBY IT IS AGREED AS FOLLOWS

- 1 In consideration of the annual sum hereinafter made payable and of the agreements by the Licensee and conditions hereinafter contained the Grantor hereby gives to the Licensee licence and permission during the continuance of this Licence to use the mooring in the Marina of the Fairways Estate, Teddington or on the frontage to the River Thames thereof in the position indicated approximately on the plan annexed or in such other positions as the Grantor may from time to time approve (hereinafter called "the mooring") for the sole purpose of mooring the vessel (hereinafter called "the vessel") described in the Schedule hereto paying therefore during the continuance of this Licence the annual sum of £_____ payable half-yearly in advance on the 25th March and 29th September in every year to the Grantor, the first payment to be made on 29th September (the said sums to be paid to the Grantor at its office for the time being) or such other annual sum as may be prescribed from time to time by the Grantor on giving 3 months' written notice thereof to the Licensee and calculated on the basis of the size of the mooring requirements (the Total Overall Length of the vessel shall be calculated to include all equipment and appendages above or below the water-line).
- 2 The Licensee is the Owner of the vessel or is the agent of the Owner and has full power and authority to bind the Licensee in the terms of this agreement.
- 3 In consideration of the Licence hereby given the Licensee hereby agrees with the Grantor as follows:

ANNEX D FORM OF MOORING LICENCE

- 3.1 to pay the said sums on the days and in the manner aforesaid;
- 3.2 to keep the vessel fully insured at all times whilst at the Marina against loss or damage howsoever caused including adequate cover in the sum of not less than £2,000,000 in respect of Third Party risks (including both public liability and where relevant employers liability insurance) in respect of the Licensee and the Licensee's vessel, the Licensee's crew for the time being, and the Licensee's agents, servants, visitors, guests, and sub-contractors in respect of each accident or damage and shall maintain adequate removal of wreck insurance. Such insurance shall be effected and maintained in an insurance office of repute and the Licensee shall produce the policy or policies relating thereto for inspection by the Grantor upon its request;
- 3.3 not during the period of this Licence to make any addition to or alteration in the moorings;
- 3.4 at the Licensee's own cost in all things to make good to the satisfaction of the Grantor any damage or injury that may arise from or which may be caused by the use of the mooring in accordance with this Licence or in the course of navigating the vessel in or about the Grantor's said Marina and to keep the Grantor indemnified from and against all actions proceedings costs damages expenses claims and demands incurred in consequence of the exercise by the Licensee of the Licence and permission hereby given or in consequence of any breach or non-observance of any of the obligations on the Licensee's part herein contained;
- 3.5 in the event of the vessel sinking or grounding on any of Grantor's adjoining moorings or in the neighbourhood of the mooring the Licensee will repay to the Grantor all expenses incurred by the Grantor in the recovery and/or removal of the vessel;
- 3.6 not to do or permit to be done in or on the vessel on or in the neighbourhood of the mooring any unreasonable act or thing which shall or may be or grow to annoyance nuisance disturbance or damage of the Grantor or its grantees lessees or tenants or other tenants or occupiers of any adjoining or neighbouring vessels or properties and in particular not to run the engine as to disturb the quietude, not to do any repairs of a noisy noxious or offensive nature to the vessel, not to fish from the vessel and not to hang any clothing or other such items therefrom or to sleep on the vessel overnight;
- 3.7 to maintain the mooring in a clean and respectable condition and not to place or discharge or suffer to be placed or discharged in the said Marina any post pile stage mooring fuel oil or other object or works or waste whatsoever and to remove any accumulation or debris in the Marina under or about the mooring;
- 3.8 in all respects comply with all regulations of the Environment Agency and the National Rivers Authority and at all times to hold a current Boat Safety Certificate as required;

ANNEX D FORM OF MOORING LICENCE

- 3.9 to maintain the vessel in a clean and respectable condition and in a good watertight and preservable state of repair and to anchor or moor the vessel in a good and sufficient manner and to take all such other steps as may be necessary for its safety and the safety of other vessels and any posts moorings or other works of the Grantor and not to damage such posts moorings or other works;
- 3.10 at any time and from time to time if and when called upon by the Grantor and to its satisfaction to alter the position of the vessel to another mooring in such position as may be reasonably required by the Grantor and any mooring so altered added or substituted shall become subject to the provisions of this Licence as if originally comprised therein and in the absence of the Licensee the Grantor is empowered to move the vessel;
- 3.11 to moor the vessel only parallel to the Marina bank so that no obstruction is caused to the navigation of the Marina or where applicable to the River Thames;
- 3.12 not to charter or hire the vessel in or from the Marina;
- 3.13 that the Grantor shall have the right to carry out any emergency work on the vessel if in the Grantor's opinion such be necessary for the safety of the vessel or the safety and/or convenience of other users of the Marina or for the safety of the Grantor's property, plant or equipment and the Licensee shall pay the Grantor's reasonable charges for such work;
- 3.14 to take all necessary precautions against the outbreak of fire in or upon the Licensee's vessel and shall observe all statutory and local regulations relative to fire prevention. The Licensee shall provide and maintain at least one fire extinguisher of a governmentally approved or BSI standard type and size in or on the vessel in case of fire, which extinguisher shall at all times be kept ready for immediate use and in good and efficient working order.

4 IT IS HEREBY AGREED AND DECLARED THAT

- 4.1 If the said annual sum or any part thereof shall remain unpaid for 21 days next after any day on which the same ought to be paid or if there shall be any breach non-observance or non-performance of any of the obligations agreements or conditions herein contained on the part of the Licensee to be observed or performed or if the Environment Agency or the Thames Water Authority or its successors or the Conservators of the River Thames shall revoke their licence or permission for any of the Grantor's works at Fairways Estate aforesaid required for the use of the mooring then in such event this Licence may be determined forthwith by the Grantor at any time by giving to the Licensee a notice in writing to that effect but without prejudice to any right of action or remedy of the Grantor in respect of any antecedent breach of the obligations on the part of the Licensee herein contained;

ANNEX D FORM OF MOORING LICENCE

- 4.2 subject as aforesaid this Licence shall continue in force until determined either by the Grantor by giving to the Licensee 3 calendar months' notice in writing expiring at any time or by the Licensee giving not less than 6 calendar months' notice in writing expiring at any time to the Grantor and on the expiration of such a notice this License shall absolutely cease and determine but without prejudice to any right of action or remedy of the Grantor in respect of any antecedent breach of the Licensee's obligations herein contained;
- 4.3 this Licence shall be personal to the Licensee only and shall not be capable of being assigned or sub-licensed to a third party and will terminate automatically and with immediate effect if the Licensee ceases to be resident in Thamespoint;
- 4.4 the mooring shall not be used by any vessel other than that named herein without the written permission of the Grantor;
- 4.5 the Grantor by this Licence shall not be deemed to give to the Licensee any warranty or condition as to the maintenance by the Grantor of a sufficient or any level of water in the river or at the mooring;
- 4.6 if whenever the Licensee or any other person or persons other than the Grantor shall use any land of the Grantor for the purpose of obtaining access to and from the mooring of the vessel such use shall be deemed to be by the leave and licence of the Grantor;
- 4.7 upon termination of this Licence the Licensee shall forthwith remove the vessel from the mooring and if the Licensee fails to remove the vessel from the Marina within 14 days after the termination hereof the Grantor shall have the right to move the vessel on to such public or other mooring as it may see fit and recover on demand from the Licensee the costs and expenses of so doing and if necessary of the subsequent storage of the vessel thereby incurred by the Grantor.

ANNEX D FORM OF MORRING LICENCE

- 4.8 The Grantor shall have a general lien over the vessel and any other movable property of the Licensee which is within the Marina in respect of any sums owed to it by the Licensee for mooring or other charges, commission or repair or other work undertaken by the Grantor.
- 4.9 The provision of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to any notice to be given hereunder in the same manner as if the parties hereto were respectively lessor and lessee within the meaning of that Section **provided** that the Grantor may also serve any notice hereunder by sending it to the last known address of the Licensee or by fixing it on some conspicuous part of the vessel.
- 4.10 The Grantor undertakes to use its best endeavours to maintain the Marina and the mooring posts in good and usable condition.
- 4.11 The Grantor shall not be liable whether in contract, tort or otherwise, for the loss, theft or any other damage of whatsoever nature caused to any vessel or vehicle or other property of the Licensee (whether insured or not), or others claiming through the Licensee except to the extent that such loss, theft or damage may be caused by the negligence or wilful act of the Grantor or those for whom the Grantor is responsible.

As witness the hands of the parties hereto the day and year first hereinbefore written

The Schedule referred to above

Total overall length of vessel

Boat Safety Certificate number

Environment Agency - Thames
Craft Registration number

Signature for Fairways Estates
Limited

Signature of Licensee

ANNEX E

FLATS - KEY DOCUMENTS

- 1 Typical Lease**
- 2 Deed of Participation**
- 3 Deed of Variation**
- 4 Deed of Covenant for New Leaseholders**

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1971

Administrative Area:

London Borough of Richmond upon Thames

Title No. SGL [REDACTED]

Property Flat [REDACTED] Block [REDACTED]
Thamespoint Fairways Broom Road
Teddington

OFFICE COPY
ISSUED BY TELFORD
DISTRICT LAND REGISTRY

T H I S L E A S E is made the *fourteen*th day
of *January* One thousand nine hundred and seventy-*two*
B E T W E E N CARPENTERS ESTATES LIMITED having its
registered office situate at Albert House 236/252 High
Street Stratford E.15 (hereinafter called "the lessors")
of the one part and [REDACTED]

. of [REDACTED]
[REDACTED] (hereinafter called "the tenant")
of the other part

W H E R E A S :

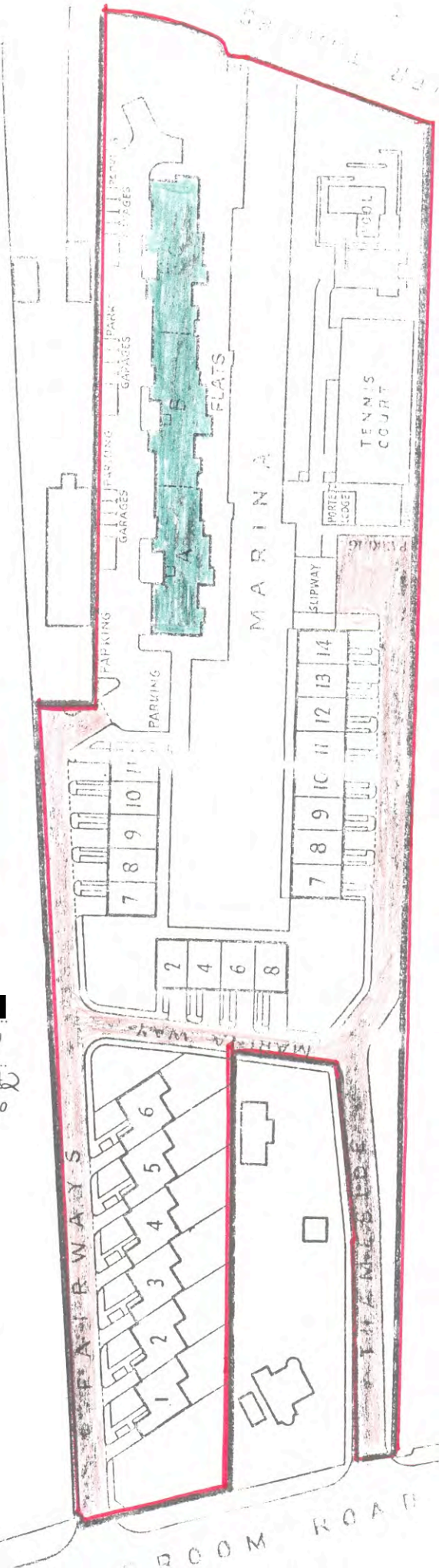
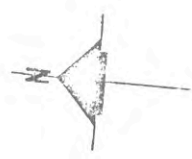
- (1) The Lessors have erected three blocks of flats on the freehold property shown edged red on Plan No. 1 annexed hereto known or intended to be known respectively as Block A Block B and Block C (and together as "the buildings") which are coloured green on the said plan and have laid out roads paths a tennis court swimming pool and gardens for use and enjoyment therewith (all which premises are hereinafter referred to as "the estate").
- (2) The lessors have previously granted leases of or intend hereafter to grant leases of the flats on the estate other than the premises hereby demised and the lessors have in every lease imposed and intend in every future lease to impose the restrictions set forth in the First Schedule hereto to the intent that any lessee for the time being of any part of the estate or any flat therein may be able to enforce the observance of the said restrictions by the owner and occupiers for the time being of the other flats

N O W THIS DEED W I T N E S S E T H as follows :

of the other.
 (1) WHERE
 The Less
 the freehold of
 annexed hereto
 as Block [redacted] Block
 buildings") which
 have laid out roads
 and paths for use and
 purposes are herein
 The lessors have
 and hereafter to let
 to the other than the
 lessors have in every
 lease to impose
 the schedule hereto to
 being of any part
 shall be able to enjoy
 the same as by the owner
 of other flats
 THIS DEED W

PLAN NO.

H137
 HM LAND REGISTRY
 Title No: [redacted]
 COPY (liable to distortion in scale)
 of plan to Lease
 dated 14 January 1972
 6/80

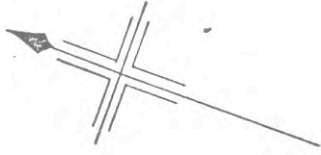


SITE PLAN

DEVELOPMENT AT 37 39 BROOM ROAD TEDDINGTON

SCALE OF FEET
 0 10 20 30 40 50

PLAN 1A



H137

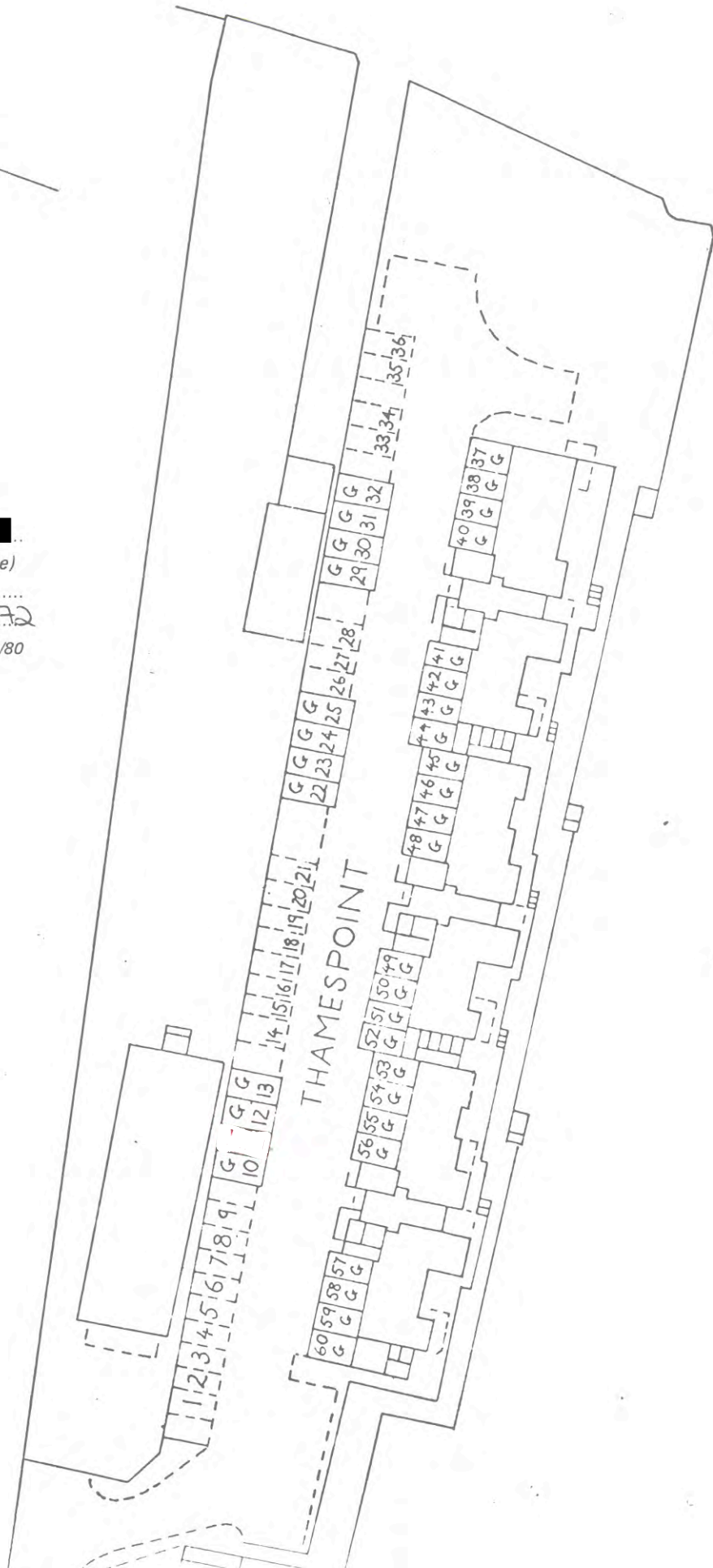
H M LAND REGISTRY

Title No: [REDACTED]

COPY (liable to distortion in scale)

of plan 2 to Lease dated 14 January 1972

6/80



flatype a

2 bedrooms · reception room · kitchen · bathroom · 2 wcs

BLOCK A
Ground floor No. 15

BLOCK B
Ground floor No. 38

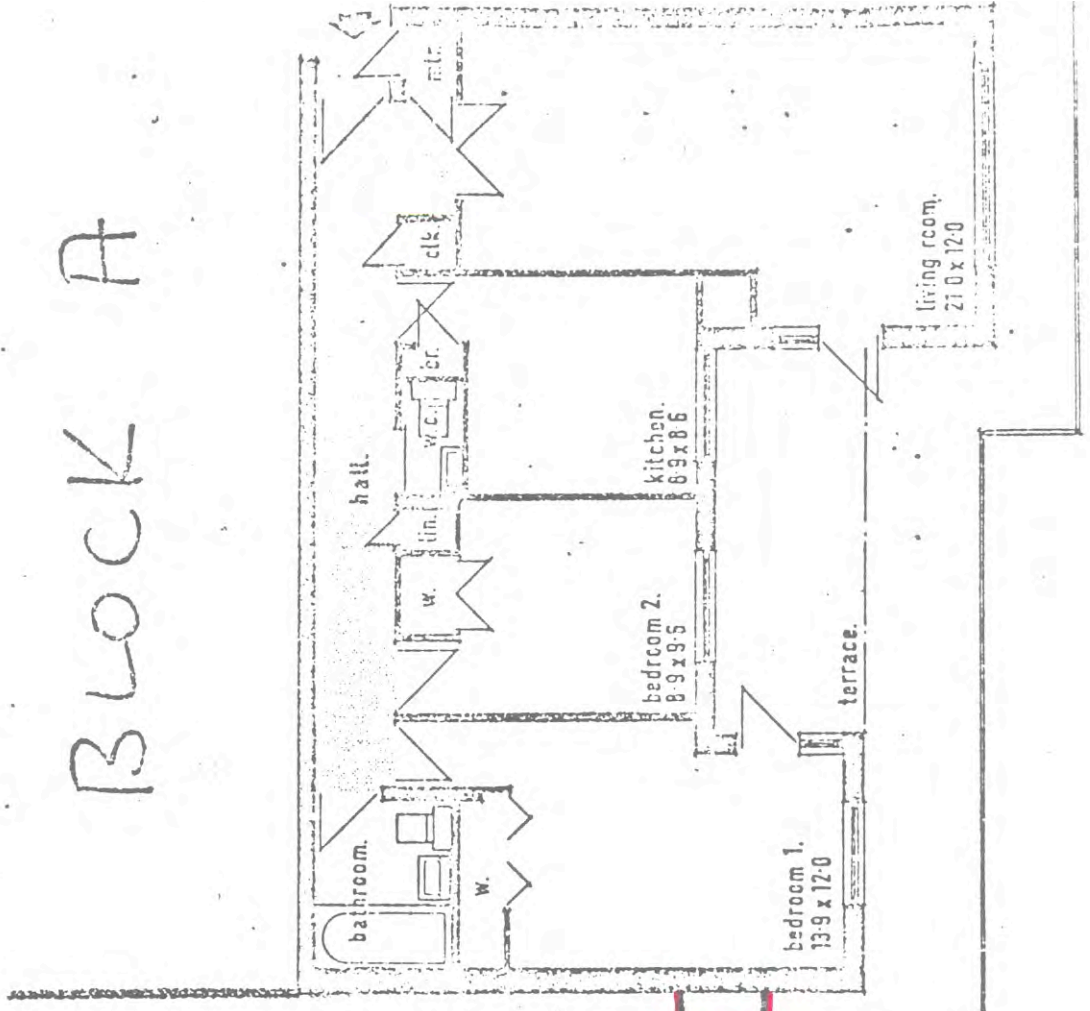
BLOCK C
Ground floor No. 57

PLAN 1B

Scd.

H137
H M LAND REGISTRY
Title No: Scd. [REDACTED]
COPY (liable to distortion in scale)
of plan to Lease
dated 14 January 1972
6/80

Block A



STORE .1.

measurements relating to the following plans are to be taken as approximate.

H137

H M LAND REGISTRY

Title No: [REDACTED]

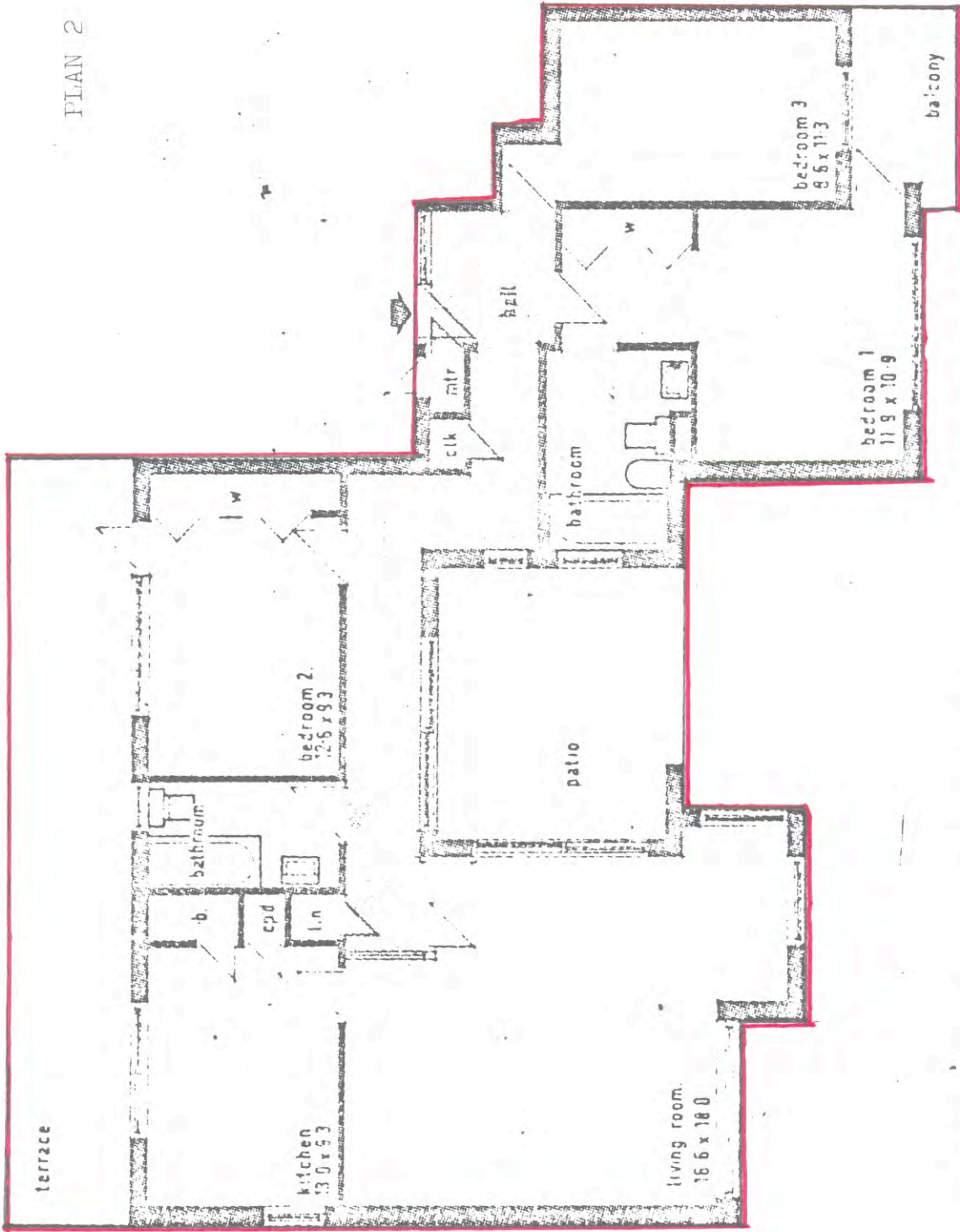
COPY (liable to distortion in scale)

of plan to 4 Lease

dated 14 January 1970

6/80

PLAN 2



PENTHOUSE TYPE -F-

IN consideration of the sum of ~~£16,050~~
paid to the lessors by the tenant on or before the
execution hereof (the receipt whereof the lessors
hereby acknowledge) and of the rents and covenants
hereinafter reserved and contained and on the part
of the tenant to be paid observed and performed
the lessors hereby demise unto the tenant

(Ground
floor
flat)

~~ALL THAT flat (hereinafter called "the flat")~~
numbered and being on the ground floor
of the building known or intended to be known as
Block (hereinafter called "the building") and shown
edged red on Plan No. 2 hereto annexed and including
one half part in depth of the structure between the
ceilings of the flat and floors of the flat above it
and (subject to clause 7(1) hereof) the internal and
external walls of the flat up to the same level and
the land and structure of the building below the
flat including the foundations supporting
the internal and external walls thereof

(Flat
other
than
ground
or top
floor)

~~ALL THAT the flat (hereinafter called "the flat")~~
numbered and being on the floor of
the building known or intended to be known as
Block (hereinafter called "the building") and shown
edged red on Plan No. 2 hereto annexed and including
one half part in depth of the structure between
the floors of the flat and the ceilings of the flat
below it and of the structure between the ceilings
of the flat and the floors of the flat above it
and (subject to clause 7(1) hereof) the internal
~~and external walls between such levels~~

(Top floor
flat)

~~ALL THAT the flat (hereinafter called "the flat")~~
numbered and being on the top floor of the
building known or intended to be known as Block
(hereinafter called "the building") and shown edged
red on Plan No. 2 hereto annexed and including one
half part in depth of the structure between the floors
of the flat and the ceilings of the flat below it

and (subject to clause 7 (1) hereof) the internal and external walls above the same level and the roof of the building together with the structure thereof so far as the same constitutes the roof of the flat TOGETHER with the garage or covered garage space (hereinafter called the garage) on the north side of the estate and numbered [REDACTED] and shown coloured pink on Plan No.1A hereto annexed and storage space Number [REDACTED] standing on the land edged red on Plan No.1B hereto annexed AND TOGETHER ALSO with the easements rights and privileges mentioned in the Second Schedule hereto subject as therein mentioned but excepting and reserving as mentioned in the Third Schedule hereto TO HOLD the said premises hereby demised (all of which when intended to be referred to compendiously are hereinafter called "the demised premises") unto the tenant from the 25th day of March 1966 for the term of 125 YEARS PAYING therefor yearly during the said term the yearly rents reserved by the Fourth Schedule hereto by equal half yearly payments in advance on the 24th June and the 25th December in every year free of all deductions whatsoever the first payment thereof being a proportionate part of the said annual sums calculated from the date hereof to the *24th June* to be made on the execution hereof.

- 2091
2. THE tenant hereby covenants with the lessors and with and for the benefit of the owners and lessees from time to time during the currency of the term hereby granted of the other flats comprised in the estate that the tenant and the persons deriving title under him will at all times hereafter observe the covenants and restrictions set forth in the First Schedule hereto.
 3. (1) THE tenant hereby covenants with the lessors that the tenant and all persons deriving title under him will throughout the said term hereby granted:
 - (a) Pay the said rents at the times and in manner aforesaid without any deduction.
 - (b) Pay all rates taxes assessments charges

impositions and outgoings which may at any time be assessed charged or imposed upon the demised premises or any part thereof or the owner or occupier in respect thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of the premises of which the demised premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the demised premises.

- (c) Maintain uphold and keep the demised premises (other than the parts thereof comprised and referred to in the Fifth and Sixth Schedules) and (subject to clause 7(1) hereof) all walls sewers drains pipes cables wires and appurtenances thereto belonging in good and tenantable repair and condition.
- (d) Make good at his own expense damage caused to any other flats or part of the building through overflow of water from baths and wash basins and media installed for supplying water both hot and cold.
- (e) Paint with two coats of paint of a suitable quality in a workmanlike manner such internal parts of the demised premises heretofore or usually painted in every seventh year time being computed from the date hereof and to be done in the last year as well and after every such painting to stain varnish french polish distemper wash stop whiten and colour all such parts as have previously been so dealt with and to repaper the parts usually papered with suitable paper of as good quality as that in use at the commencement of the term.
- (f) Clean the windows of the demised premises once a month both inside and outside.

- (g) Cover and keep covered at all times the floors of the flat (other than bathrooms and kitchens) with carpet or other sound deadening material.
- (h) Permit the lessors and their duly authorised surveyors or agents with or without workmen and others upon giving three days' previous notice in writing at all reasonable times to enter into and upon the demised premises or any part thereof for the purpose of viewing and examining the state and condition thereof and make good defects decays and wants of repair of which notice in writing shall be given by the lessors to the tenant and for which the tenant may be liable hereunder within three months after the giving of such notice.
- (i) Not make any structural alterations or structural additions to the demised premises or any part thereof or remove any of the landlord's fixtures without the previous consent in writing of the lessors.
- (j) Pay all expenses (including Solicitors' costs and Surveyor's fees) incurred by the lessors incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court.
- (k) Produce for the purpose of registration to the lessors' solicitors (within one calendar month after the document or instrument in question shall be executed or shall operate or take effect or purport to operate or take effect) a verified copy of every transfer of this lease or mortgage or legal charge of this lease or of the demised premises and also every underlease of the demised premises the term whereof will or may extend into the last seven years of the term hereby granted and a verified copy of every assignment of

every such underlease and also every probate letters of administration order of court or other instrument affecting or evidencing a devolution of title as regards the term hereby granted or as regards any such underlease as aforesaid and for such registration pay to such solicitors a fee of 3 guineas in respect of each such document or instrument so produced.

- (l) Not at any time during the term hereby granted divide the possession of the flat by an assignment or underlotting or parting with possession of part only nor assign the garage save in conjunction with an assignment of the flat and not during the last seven years of the term hereby granted without the previous consent in writing of the lessors (such consent not to be unreasonably withheld) assign underlot or part with the possession of the demised premises or the said fixtures (if any).
- (m) At all reasonable times during the said term permit the lessors and (as respects work in connection with any neighbouring or adjoining premises) their lessees with workmen and others upon giving three days' previous notice in writing (or in the case of emergency without notice) to enter into and upon the demised premises or any part thereof for the purpose of repairing any part of the building or any other adjoining or contiguous premises and for the purpose of making repairing maintaining supporting rebuilding cleansing lighting and keeping in order and good condition all roofs

foundations dampcourses sewers drains pipes
cables watercourses gutters wires party or
other structures or other conveniences
belonging to or serving or used for the
estate or any part thereof and also the purpose
of laying down maintaining repairing and
testing drainage gas and water pipes and
electric wires and cables and for similar
purposes and also for the purpose of cutting
off water to the flat or any other premises
on the estate in respect whereof the lessee
or occupier shall have made default in
paying his share of the water rate the lessors
or their lessees (as the case may be) making
good all damage occasioned thereby to the
demised premises.

- (n) Upon receipt of any notice order direction
or other thing from any competent authority
affecting or likely to affect the demised
premises or any part thereof whether the same
shall be served directly on the tenant or the
original or a copy thereof be received from
any underlessee or other person whatsoever
forthwith so far as such notice order direction
or other thing or the Act regulations or other
instrument under or by virtue of which it is
issued or the provisions hereof require him so
to do comply therewith at his own expense and
forthwith deliver to the lessors a true copy
of such notice order direction or other thing
and if so required by the lessors join with
the lessors in making such representations to
that or any other appropriate authority
concerning any requirement or proposal affecting

the demised premises or any part thereof or the estate as the lessors may consider desirable and join with the lessors in any such appeal or application to the court against such notice order direction or other thing as the lessors may consider desirable.

(c) At the expiration or sooner determination of the said term to peaceably surrender and yield up to the lessors all and singular the demised premises together with all additions thereto and all landlord's fixtures and fittings (if any) in good tenantable repair and condition

(2) IF the lessors and tenant shall fail to agree what constitutes the proper proportion of the rates taxes assessments charges impositions and outgoings under paragraph (b) of sub-clause (1) of this clause the matter shall be determined by the lessors but if the tenant or the lessees or lessee of any of the other flats comprised in the estate shall be unwilling to accept the determination of the lessors he or they shall be entitled to have the matter determined by an independent surveyor nominated in default of agreement by the President of the Royal Institution of Chartered Surveyors whose fees shall be paid by the person or persons requiring such nomination to be made and such last mentioned surveyor's determination shall be final and binding on the parties.

4. THE tenant hereby covenants with the lessors and with and for the benefit of the owners and lessees from time to time during the currency of the term hereby granted of the other flats comprised in the estate that the tenant will at all times hereafter during the said term:

- (1) Subject to clause 3(1)(c) hereof so repair maintain uphold and keep the demised premises as to afford all necessary support shelter and protection to the parts of the building other than the flat and to afford to the lessees of neighbouring or adjoining flats access for the purposes and subject to the conditions set out in paragraph (m) of sub-clause (1) of clause 3 hereof
- (2) (a) Contribute and pay on demand one eighty third part of all costs charges and expenses from time to time incurred by the lessors in performing and carrying out its obligations and each of them under the Fifth Schedule hereto and one sixtieth part of all costs charges and expenses so incurred by the lessors in performing and carrying out its obligations and each of them under the Sixth Schedule hereto including in such costs charges and expenses all clerical administrative and management expenses (whether the lessors employ a managing agent or themselves carry out some or all of the duties of management)
- (b) Pay to the lessors on the 24th June and 25th December in every year (the first of such payments or a proportionate part thereof to be made on the execution hereof) the sum of £45 on account of the moneys payable by the tenant under sub-clause (a) of this sub-clause
- (3) Pay so long as either the flat or the garage shall not be separately assessed for water rate a due proportion of the water rate assessed on the estate (excluding any flat or garage on the estate for the time being separately assessed) such proportion to be determined by

the lessors on the basis that every flat and every garage on the estate is of equal value to every other flat and every other garage respectively.

5. THE lessors hereby covenant with the tenant as follows :-

- (1) The tenant paying the rents hereby reserved and performing and observing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the lessors or any person rightfully claiming under or in trust for them.
- (2) That the lessors will require every person to whom they shall hereafter grant a lease of any flat or garage on the estate to covenant to observe the restrictions set forth in the First Schedule hereto.
- (3) That the lessors will (subject to contribution and payment as hereinbefore provided) perform and observe the obligations and each of them set out in the Fifth and Sixth Schedules hereto.
- (4) The lessors shall keep proper books of account of all costs charges and expenses incurred by them in carrying out their obligations under the Fifth and Sixth Schedules and an account shall be taken on the 31st day of December in each year during the continuance of this demise of the amount of the said costs charges and expenses incurred since the date of the commencement of the term hereby demised

or of the last preceding account as the case may be

- (5) The account taken in pursuance of the last preceding clause shall be prepared by the lessors their accountants or managing agents who shall certify the total amount of the said costs charges and expenses (including the audit fee of the said accountant) for the period to which the account relates and the proportionate amount due from the tenant to the lessors under this lease
- (6) The lessors shall within three months of the date to which the said account is taken serve on the tenant notice in writing stating the said total and proportionate amount certified in accordance with the last preceding clause
- (7) That (if so required by the tenant) they will enforce the covenants and restrictions similar to those mentioned in clause 2 hereof and set forth in the First Schedule hereto and to those contained in clause 4 hereof entered into or to be entered into by the lessors of other flats comprised in the estate on the tenant indemnifying the lessors against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the lessors may reasonably require.
- (8) That the lessors will do all such acts or things as may be necessary to enable notice of the tenant's interest to be entered in

the register of the lessors' title No. SGL 97194
and to enable the tenant to be registered in
H.M. Land Registry as proprietor of the said
interest with an absolute title.

6. IF the rent hereby reserved or any part thereof shall be unpaid for 14 days after becoming payable **IT IS HEREBY AGREED AND DECLARED as follows:** (whether formally demanded or not) or if any covenant on the tenant's part herein contained shall not be performed or observed it shall be lawful for the lessors at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the rights of action of the lessors in respect of any breach of the tenant's covenants herein contained.

7. IT IS HEREBY DECLARED as follows :-

- (1) That every wall separating the flat from
(2) - See Rider *back*
any adjoining flat shall be a party wall severed medially and shall be included in the premises hereby demised as far only as the medial plane thereof.
- (2) That the expressions "lessors" and "tenant" where the context so admits includes their and his successors in title and that where the tenant consists of two or more persons all covenants by and with the tenant shall be deemed to be by and with such persons jointly and severally.

I N W I T N E S S whereof the lessors have caused their Common Seal to be hereunto affixed and the tenant has hereunto set his hand and seal the day and year first above written.

RIDER

6. (2) If the Building and/or the garage or any part thereof shall at any time during the term be destroyed or damaged by fire so as to become unfit for habitation or use and the policy or policies of insurance effected by the Lessors shall not have been vitiated or payment of the policy money refused in whole or in part in consequence of any act or default of the tenant the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the flat and/or the garage shall again be rendered fit for habitation and use and any dispute concerning this clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1950 or any statutory enactment in that behalf for the time being in force

FIRST SCHEDULE

RESTRICTIONS IMPOSED IN RESPECT OF THE FLAT

1. Not to use the flat nor permit the same to be used for any purpose whatsoever other than as a private dwellinghouse in the occupation of one family only nor for any purpose from which a nuisance can arise to the owners lessees or occupiers of the other flats on the estate or in the neighbourhood nor for any illegal or immoral purpose and not to use the garage or permit the same to be used for any purpose whatsoever save as a private garage in connection with the flat.
2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance of any flat or garage on the estate or may cause an increased premium to be payable in respect thereof.
3. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the flat.
4. Not to place leave or cause to be placed or left any furniture, cycle, perambulator, toy, box, parcel, bottle or other thing nor any refuse or rubbish in any entrance landing passage stairway lift or other common part of the buildings, nor shall the lessee throw or allow to be thrown anything whatsoever nor any refuse or rubbish out of any window of the flat.
5. No musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind shall be played or used nor shall any singing be practised in the flat so as to cause annoyance to the owners lessees and occupiers of any of the other flats comprised in the estate or so as to be audible outside the flat between the hours of 11 p.m. and 7 a.m.

6. Not to use the lift or the common parts of the building in a noisy manner at any time.
7. No name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the flat or on the garage or so as to be visible from outside.
8. No clothes or other articles shall be hung or exposed outside the flat. No flower box pot or other like object shall be placed outside the flat except such as are of suitable weight and then only on balconies or patios; and no mat shall be shaken out of the windows of the flat.
9. No bird, dog or other animal which may cause annoyance to any owner lessee or occupier of any other flat on the estate shall be kept in the flat.
10. The exterior of the flat shall not be decorated by the tenant.
11. No external wireless or television aerial shall be erected.
12. No vehicle under the control of the tenant shall be parked on the estate so as to obstruct or inconvenience deliveries to or collections from the estate by tradespeople or other persons or restrict the passage of cars of the tenants of other parts of the estate.
13. No ball games of any description nor badminton shall be placed upon any part of the estate except tennis on the Tennis Court.
14. Not to do or permit or suffer to be done upon or with respect to the demised premises anything which may tend to injure the character of the estate as a high class private residential estate or diminish the quietude amenity privacy or value of the estate or

any part thereof.

15. The lessors reserve the right to make such other rules and regulations from time to time (either in addition to or by way of variation or substitution for these rules or regulations or any of them) as the lessors may deem needful for the safety care and cleanliness of the buildings or for securing the comfort or convenience of the tenants generally but nothing in this clause contained shall without prior consent of the tenant impose on the tenant the burden or obligation to make any increased financial payments.

SECOND SCHEDULE

EASEMENTS RIGHTS AND PRIVILEGES

1. Full right and liberty for the tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the permitted user of the flat to go pass and repass through and along the main entrances and the passages landings and staircases in the building leading to the flat and over the balcony of the ground floor flats in case of fire or other emergency and to use the passenger lift therein.
2. Full right and liberty for the tenant and all persons authorised by him (in common with all other persons entitled to the like right) with or without motor cars and other vehicles at all times and for all purposes in connection with the permitted user of the flat to go pass and repass over and along the roads or ways on the said Plan No. 1 (including those forming part of Title No. MX 212396).
3. Full right and liberty for the tenant and all

persons authorised by him (in common with all other persons entitled to the like right) to use the common gardens on the estate for the purpose of rest and quiet relaxation (but not for the purpose of playing games or for any other purpose likely to cause offence or constitute a nuisance to other lessors) and the tennis court and swimming pool subject to such reasonable rules and regulations for the common enjoyment thereof as the lessors may from time to time prescribe.

4. The right to subjacent and lateral support and to shelter and protection from the other parts of the buildings and from the site and roof thereof.

5. The free and uninterrupted passage and running of water and soil gas and electricity from and to the flat through the sewers drains and watercourses cables pipes and wires which now are or may at any time during the term hereby created be in under or passing through the building or any part thereof.

6. The right for the tenant with servants workmen and others at all reasonable times upon giving three days' previous notice in writing (or in the case of emergency without notice) to enter into and upon other parts of the building for the purpose of

(i) repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires, or (ii) repairing and maintaining and carrying out permitted alterations or other building works to the flat or any part of the buildings giving subjacent or lateral support shelter or protection to the flat, in either case causing as little disturbance as possible and making good any damage caused.

7. The benefit of the restrictions contained in the

leases of the other flats comprised in the estate granted or to be granted.

8. All the above easements rights and privileges are subject to and conditional upon the tenant's contributing and paying as provided in clause 4(2) of and the Fifth and Sixth Schedules to this lease.

9. The right to connect any wireless or television set in the flat with any aerials for the time being provided by or on behalf of the lessors.

THIRD SCHEDULE

EXCEPTIONS AND RESERVATIONS

There is excepted and reserved out of this lease to the lessors and the owners and lessees of the other flats comprised in the estate:

1. Easements rights and privileges over along through and in respect of the flat equivalent to those set forth in paragraphs 4, 5, 6 and 7 of the Second Schedule to this lease.

2. Power for the lessors and their duly authorised surveyors or agents with or without workmen and others upon giving three days' previous notice in writing (or in case of emergency without notice) at all reasonable times to enter the demised premises for the purpose of carrying out their obligations under clause 5 of this lease.

3. The right to erect and maintain such wireless and television aerials within the roof space of the building as the lessors may deem appropriate for the use of the occupiers of the building and to run wires connecting such aerial or aerials to the receiving sets in the flats via the conduits provided.

4. To use the balcony of the flat in case of fire or other emergency.

(Ground
Floor
Flats
only)

FOURTH SCHEDULE

Rents payable throughout the term :

1. Flat Rent : Until 24th March, 1996 £ 65
From 25th March, 1996
to 24th March, 2021 £ 85
From 25th March, 2021
to 24th March, 2046 £ 105
From 25th March, 2046
to 24th March, 2071 £ 125
and thereafter for the
remainder of the term £ 145

2. Garage Rent : Until 24th March, 1996 £ 50
From 25th March, 1996
to 24th March, 2021 £ 75
From 25th March, 2021
to 24th March, 2046 £ 100
From 25th March, 2046
to 24th March, 2071 £ 125
and thereafter for the
remainder of the term £ 150

FIFTH SCHEDULE

OBLIGATIONS OF THE LESSORS IN RESPECT
OF WHICH THE LESSEE IS TO CONTRIBUTE
1/83rd PART OF THE COST

(1) To maintain cleanse and keep adequately lighted during the hours of darkness all private roads ways and paths main drains and sewers pipes cables and wires on the estate in a satisfactory state of repair and to lay a fresh surface to the said roads ways and paths and carry out such other major replacements or improvements in connection therewith as shall from time to time appear to the Lessors to be reasonably necessary.

(2) To replace so much of the said drains sewers and lighting system as shall from time to time appear to the lessors to be reasonably necessary.

SIXTH SCHEDULE

OBLIGATIONS OF THE LESSORS IN RESPECT OF
WHICH THE LESSEE IS TO CONTRIBUTE 1/60th
PART OF THE COSTS

1. That the lessors will at all times during the said term (unless such insurance shall be vitiated by any act or default of the tenant) insure and keep insured the buildings including the passenger lifts therein against loss or damage by fire and such other risks (if any) as the lessors think fit in some insurance office of repute in the full replacement value thereof including Architects' and Surveyors' fees and whenever required produce to the tenant the policy or policies of such insurance and the receipt for the last premium for the same and will in the event of the said building being damaged or destroyed by fire as soon as reasonably practicable lay out the insurance monies in the repair rebuilding or reinstatement of the said buildings.
2. That the lessors will maintain and keep in good and substantial repair and condition :-
 - (i) the main structure of the building including the foundations and the roof thereof with its gutters and rain water pipes and external window frames;
 - (ii) all such gas and water pipes drains and electric cables and wires in under and upon the estate as are enjoyed or used by the tenant in common with the owners or lessees of the other flats;
 - (iii) the main entrances passages landings staircases and forecourt of the building and the floor coverings of whatever kind therein or thereon and the light and other fittings therein.

3. That the lessors will so far as practicable keep clean and reasonably lighted the passages landings staircases forecourt and other parts of the buildings so enjoyed or used by the tenant in common as aforesaid.
4. That the lessors will so often as reasonably required decorate the exterior of the buildings in the manner in which the same is at the time of this demise decorated or as near thereto as circumstances permit.
5. That the lessors will use their best endeavours to maintain and keep in operating condition and repair and as and when necessary to renew the lifts the entry-phone system and communal television aerial in the buildings.
6. That the lessors will pay and discharge the general and water rates and other outgoings (if any) in respect of the common parts of the building.

THE COMMON SEAL of CARPENTERS)
 ESTATES LIMITED was hereunto)
 affixed in the presence of :-)

?)
 -
 ?
 -

Secretary.

SIGNED SEALED AND DELIVERED)
 by the said)
 .)
 in the presence of :-)

DATED 14th January - 1972

CARPENTERS ASSOCIATES LIMITED

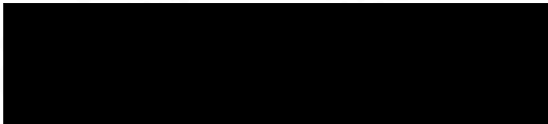
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L E A S E

- of -



*to be supplied the books to
a true copy of the
quest
with the Commission*

J.D. LANGTON & PASSMORE,
8, Bolton Street,
Piccadilly,
London W1Y 8AU.

DEED OF PARTICIPATION

THIS DEED is made the _____ day of _____ 1999

BETWEEN:

(1) **FAIRWAYS ESTATES LIMITED** whose registered office is situate at 6 Marina Way Teddington Middlesex TW11 9PN ("the Company") and

(2) [REDACTED]

of Flat No. [REDACTED] Block [REDACTED] Thamespoint, Fairways, Broom Road, Teddington, Middlesex ("the Tenant")

In this DEED the terms defined in this clause shall for all purposes have the means specified in this clause:

"Property" The Fairways Estate Broom Road Teddington Middlesex comprising title numbers SGL97194, SGL178572, SGL164095 and MX212396.

"Lease" A Lease dated the 14TH day of January 1972 made between **Carpenters Estates Limited (1)** and [REDACTED] **(2)** of Flat No. [REDACTED] Thamespoint Fairways Broom Road Teddington Middlesex

"Owner" Any person who is a registered proprietor of a Flat, garage or dwellinghouse at the Property

"Resident" Any Owner or tenants/licensees of Owners who are resident at the Property, notification of such tenancy/licence having been provided to the Company.

NOW IT IS AGREED AS FOLLOWS:

In consideration of the Agreements hereinafter contained and Five Thousand Two Hundred Pounds (£5,200) paid to W.H. Matthews & Co client account as stakeholders for the Company by the Tenant the Company hereby agrees with the Tenant that subject to the Company purchasing from Alan Aaron Newton the freehold of the Property, (which the Company hereby agrees with the Tenant it will use its best endeavours to purchase if it has received equal payments from not less than forty five (45) of the Lessees of other flats at the property of Five Thousand Two Hundred Pounds (£5,200) each)

- 1.1 The Company will use the sum of Five Thousand Two Hundred Pounds (£5,200) as part of the purchase price for the purchase of the freehold of the Property and expenses incurred by the Company in such purchase.
- 1.2 If the purchase is not completed by 31 December 1999 the Company will return the said sum to the Tenant plus any interest which may have been received, less a rateable proportion of the expenses incurred in connection with the proposed purchase.
- 1.3 The Company will after completion of the purchase of the freehold issue to the Tenant one "A" Ordinary Share of one pound (£1) in the Company at a price of four thousand pounds (£4,000) together with one "B" Ordinary Share of one pound (£1) in the Company at a price of one thousand two hundred pounds (£1,200). The rights attaching to the respective classes of share shall be governed by the Memorandum and Articles of Association a copy of which is attached hereto.
- 1.4 The Company will when requested by the Tenant after the completion of the purchase of the freehold vary the Lease by a Deed of Variation substantially in the form set out in Schedule 1 hereto.
- 1.5 Subject to the consent of any mortgagee (which the Tenant will use all reasonable endeavours to obtain) the Company and the Tenant will execute and complete the Deed of variation as soon as reasonably practical.

In consideration of the agreements on the part of the Company contained herein the Tenant agrees that :-

2.1 Upon completion of the Deed of Variation or within thirty (30) days thereafter the Tenant will pay to the Company all outstanding ground rent, service charges and other payments then due under the terms of the lease.

2.2 In the event that the Deed of Variation is not entered into, the Tenant will be bound by the obligations relating to living at Fairways which the Company shall make from time to time to regulate the use of the Fairways Estate for the benefit of all residents and which the Tenant acknowledges may be varied from time to time by the Company which obligations as presently applied are set out in paragraph 1 (d) of the Deed of Variation annexed hereto.

For the avoidance of doubt these obligations are in addition to the restrictions set out in the First Schedule to the Lease.

2.3 Prior to any underletting of the Tenant's flat the Tenant shall provide each prospective underlessee with a copy of the current pamphlet "Living at Fairways" at the tenant's expense. Upon underletting the tenant's flat through agents, the tenant shall provide such agents with said pamphlet which shall be given to each prospective underlessee, at the tenant's expense. The tenant shall inform the company of the name of each underlessee within fourteen (14) days of completion of any underlease. Additionally the obligations set out at paragraph 1 (d) of the Deed of Variation annexed hereto will be expressly incorporated in any underlease.

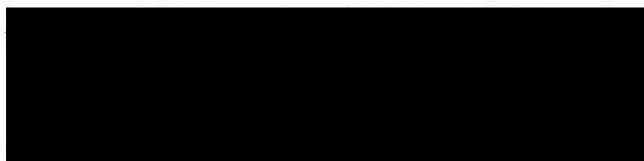
Executed as a Deed by **the Tenant**
in the presence of:



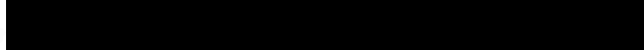
Witness



Address



Occupation



SCHEDULE 1

H M LAND REGISTRY

Land Registration Acts 1925 - 1986

County and District : **Richmond upon Thames**

Title Numbers : **SGL97194**

Property : **Flat , Block , Thamespoint, Fairways,
Broom Road, Teddington**

THIS DEED OF VARIATION is made the day of 1999

B E T W E E N :

(1) **FAIRWAYS ESTATES LIMITED (Company Number 3580283)** whose registered office is at 6 Marina Way, Teddington, Middlesex TW11 9PN (“the lessors”)

and

(2)

of Flat , Block , Thamespoint, Fairways, Broom Road, Teddington (“the tenant”)
[and]

[(3) of

(“the Mortgagee”)]

WHEREAS :

A. This Deed is supplemental to a Lease dated _____ and made between CARPENTERS ESTATES LIMITED of the one part and _____ of the other part ("the Lease") whereby the land comprised in Title Number [_____] was demised for the term at the rent and subject to the provisions therein specified

B. The reversion immediately expectant upon the term demised by the Lease is now vested in the lessors and the residue of the term demised by the Lease is now vested in the tenant

C. The Mortgagee is the owner of a Legal Charge over the Lease dated _____ and registered at H M Land Registry on _____]

D. The lessors and the tenant have agreed to vary the provisions of the Lease in the manner hereinafter appearing and the Mortgagee has agreed to such variation

NOW THIS DEED WITNESSETH as follows :-

1. From the date of this Deed the Lease shall be read and construed and take effect as if the following variations were made to it :-

(a) The existing habendum and reddendum provisions contained in the Lease namely

"TO HOLD unto the tenant from the 25th day of March One thousand nine hundred and sixty six for the term of 125 YEARS PAYING therefor yearly during the said term the yearly rents reserved by the Fourth Schedule hereto by

equal half yearly payments in advance on the 24th day of June 1966 and the 25th day of December in each year free of all deductions whatsoever the first payment thereof being a proportionate part of the said annual sums calculated from the date hereof to..... to be made on the execution hereof' shall be replaced by the following words:-

"TO HOLD the premises hereby demised (all of which when intended to be referred to compendiously are hereinafter called "the demised premises") UNTO the tenant for a term expiring on the 31st December 2999 YIELDING AND PAYING therefor unto the lessors by equal half yearly payments on the 24th June and 25th December in each year in advance the yearly rent reserved by the fourth schedule to the Lease up to and including the 31st December 2004 or such earlier time as the Lessors may determine, and thereafter yielding and paying one peppercorn (if demanded)"

(b) Clause 4(2)(b) shall be deleted and replaced by :-

"Pay on the 1st January in each year in advance 50% of the budgeted amount of charges payable by the tenant pursuant to Clause 4(2)(a) and a further 50% of the budgeted amount on 1st July in each year and to pay on demand any balance as shown by the accounts drawn up for each year in accordance with clauses 5(4) and 5(5) hereof after the adoption of the accounts at the Lessors Annual General Meeting"

(c) A new paragraph 4(2)(c) shall be added :-

"The Tenant shall pay interest at 5% per annum above Barclays Bank's base lending rate on any payments due pursuant to this Lease which shall be

received 30 days after the due date for payment, plus the Lessors costs for collecting such late payment”

- (d) The obligations contained in the pamphlet "Living at Fairways" 1999 as set out herein, shall form part of the restrictions imposed in respect of the flat contained in the First Schedule.

(d1) SWIMMING POOL

- 1) The swimming pool may be used only by (a) Residents and (b) a limited number of guests of Residents who stay with them at the pool and tennis court area.
- 2) Ball games are not allowed in or around the pool, nor horseplay in the pool and pool surroundings.
- 3) Glassware must not be used by the pool.
- 4) Shoes must be worn down to the pool to avoid carrying dirt into the water. Swimming costumes must be worn.
- 5) The pool is open from 1 May to 30 September and will be heated and sanitised during that period.
- 6) The pool is open from 7am to 10pm during the season, chemicals are added at 10pm each evening and the pool is then covered and a warning notice to this effect is posted on the changing rooms.
- 7) For the benefit of Residents who are working during the day, after 7pm in the main pool swimming should be "lengths only" for all.

(d2) TENNIS COURT

- 1) The tennis court is there for the use of all Residents and their accompanied guests and may be booked in advance by means of the booking sheet in the glass-fronted case by the court.
- 2) Booking for the court should not be for more than 1 hour for singles and 2 hours for doubles and, especially for busy periods, Residents should exercise reasonable restraint about multiple forward bookings.
- 3) Efforts should be made to erase bookings as early as possible when it is known that they will not be taken up.
- 4) Releasing the net-cord after use is not necessary and acts of court care such as brushing and clearing leaves are much appreciated.
- 5) Correct tennis shoes and suitable outfits must be worn at all times.
- 6) Children under the age of twelve must be accompanied by an adult Resident.

(d3) GARDENS AND GENERAL COMMUNAL AREAS

- 1) Ball games (including frisbees and badminton) are not permitted (save tennis on the tennis court).
- 2) Bicycles, roller skates or skate-boards should not be used on the pool side of the marina.
- 3) For safety reasons children are not permitted to play on bicycles or use roller skates or skate-boards in the roadway outside Thamespoint.

- 4) Radios/other audio equipment must not be used in the communal parts of the Estate.
- 5) Dogs should be kept on a lead and must not be taken beyond the caretaker's lodge. Dogs must not be allowed to defecate or urinate in the Estate grounds.
- 6) The feeding of geese and other birds especially pigeons is discouraged.
- 7) Glass bottles, jars, etc., unless wrapped may not be disposed of in the chute - (this is very dangerous) and the chute should not be used between 8p.m. and 8a.m.; rubbish should be contained in bags.
- 8) The pool side of the marina is protected by a security gate for use by authorised key holders only with their guests.

(d4) MARINA

- 1) The use of the marina is confined to Residents.
- 2) The slipway should be used for Residents boating purposes only - not as a playground.
- 3) Refuse should not be dumped in the marina.

- (e) Paragraph 3(1)(k) shall be amended by the deletion of the words “three guineas” and the insertion of the words “ a reasonable fee of not less than twenty five pounds (£25) together with Value Added Tax”

(f) In paragraph 3(1)(l)(i) the following additional words shall be inserted:-

"Provided that the Tenant will ensure that upon any underletting of the Flat, the obligations contained in sub-paragraph (d) above (as may be amended) shall be expressly incorporated into any Underlease".

(g) Paragraph 7 of the Fifth Schedule shall be amended by the insertion of the following words after "accommodation" :

"known as the porter's lodge and identified on Plan 1 annexed to the Lease for the exclusive use of the caretaker for the time being and whilst so employed"

(h) A new paragraph 7 shall be added to the Sixth Schedule :-

"The Lessors may set up a sinking fund to provide funds for anticipated major repair and maintenance works in accordance with its obligations contained in this Schedule. Sums to be credited to the sinking fund shall not exceed 10% of the preceding year's total maintenance charges"

(i) The following proviso shall be added as a new Clause 8 :

"On the occasion of any assignment or other disposition of the Demised Premises to which the Tenant is party or over which the Tenant has control to transfer to that assignee or person acquiring the Demised Premises the shares of the Tenant in Fairways Estates Limited"

2. (a) To give effect to the variations referred to in clause 1 above the Tenant covenants with the Lessors in the form of the covenants in the Lease as varied

by this Deed and the Lessors and the Tenant agree that the conditions for re-entry contained in the Lease will be exercisable as well on any breach of the covenants in the Lease as varied by this Deed as on the happening of any of the events mentioned in the conditions for re-entry referred to in the Lease provided always that the variation effected by this Deed is without prejudice to the rights of the parties to this Deed in respect of any obligation arising under the Lease prior to the date hereof

- (b) The Lessors and the Tenant confirm that the covenants and conditions contained in the Lease (save as varied by this Deed) will continue in full force and effect

3. The Mortgagee consents to the variations effected by this Deed]

[4/3] The Lessors and the Tenant agree immediately to lodge at H M Land Registry their respective Land Certificates (and where a mortgagee is party to this Deed the Lessors and the Mortgagee agree to lodge the Land Certificate and the Charge Certificate respectively) to make the application for the registration of this Deed and jointly apply to the Chief Land Registrar to make the necessary entries on the Registers of Title Numbers [] and [] in order to give effect to the variations contained in this Deed

[5/4] It is hereby certified that the transaction effected by this Deed does not form part of a larger series of transactions in respect of which the amount or value of the consideration exceeds **£60,000**

IN WITNESS whereof the parties hereto have executed this instrument as a Deed by the date first above written

EXECUTED as a DEED
by the **LESSORS** acting by

Director

Secretary

EXECUTED as a DEED by
the **TENANT** in the presence of :

Witness

Address

Occupation

THE COMMON SEAL OF)

the MORTGAGEE)

was hereunto affixed in the presence of :)

1. The Covenantor(s) hereby [jointly and severally] covenant(s) with the Company that he/she/they shall henceforth observe and perform all the obligations contained in or referred to and the covenants contained in the Deed on the part of the Original Leaseholders (including the obligations under Clause 7(b) of the Deed) to the same extent as if they had been the Original Leaseholders and therefore party to the Deed.
2. The Covenantor(s) personal liability to the Company under this present deed shall be released (other than any liability already accrued before the date hereof) only if and when
 - (a) the Covenantor(s) shall have procured execution of a Deed of Covenant in the form or substantially in the form hereof from his/her/their successor(s) in title and submission to the Company or its Managing Agent of a certified photocopy of such new Deed of Covenant; and
 - (b) the Covenantors shall have paid all outstanding sums due to the Company.
3. For the avoidance of doubt the Covenantor(s) shall remain fully liable to the Company under the Deed and under this present deed even after they cease to own the Property unless and until they have fully complied with their obligations under the preceding two clauses.

IN WITNESS whereof the Covenantor(s) has/have executed these presents on the day and year first before written

SIGNED AS A DEED by
the said
in the presence of:
Witness

Signature
Address

Occupation

SIGNED AS A DEED by
The said
In the presence of:
Witness

Signature
Address

Occupation

ANNEX

(Form of Deed of Participation referred to in Recital A above with Deed of Variation
scheduled thereto)
to be annexed

ANNEX F

HOUSES - KEY DOCUMENTS

- 1 Original Lease**
- 2 'Scheme of Management' Order of the High Court of 13 December 1971**
- 3 Transfer of Freehold**
- 4 Deed of Participation**
- 5 Deed of Covenant for New Freeholders**

DATED

11th February

1972

WINDCOURT INVESTMENTS LIMITED
and ANOTHER

- to -

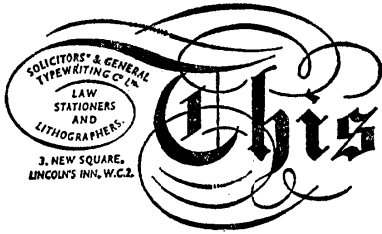
T. G. GREY, Esq.

Counterpart

L E A S E

- of -

7 Thameside Fairways Estate,
Broom Road, Teddington in the
London Borough of Richmond-upon-
Thames.



L E A S E

made the 11th day of February

One thousand nine hundred and seventy ~~one~~ two BETWEEN
WINDCOURT INVESTMENTS LIMITED whose Registered Office

is at Gavel House 90/92 High Street Feltham Middlesex by its Receiver
DAVID ROBERT FOOLE (hereinafter called "the Lessor" which expression
 shall unless the context otherwise requires include the person or company
 for the time being entitled to the reversion immediately expectant on the
 term hereby granted) of the first part A.E. SYMES LIMITED whose Registered
 Office is at Albert House 236-252 High Street Stratford E.15. (hereinafter
 called "the Company") of the second part and THOMAS GERARD GREY of 36
 Kingfisher Drive Ham Richmond Surrey (hereinafter called "the Tenant"
 which expression shall unless the context otherwise required include the
 persons deriving title under him) of the third part

W H E R E A S the Lessor has agreed with the Tenant for the grant
 to the Tenant of the Lease of the dwellinghouse hereinafter described by
 the Lessor for the consideration and at the rents and on the terms and
 conditions hereinafter appearing

N O W THIS DEED W I T N E S S E T H as follows :-

1. I N consideration of the sum of SIXTEEN THOUSAND SIX HUNDRED AND
FIFTY POUNDS paid by the Tenant to the Company (the receipt whereof the
 Lessor and the Company hereby acknowledge) and of the rents and covenants
 hereinafter reserved and contained and on the part of the Tenant to be paid
 performed and observed the Lessor acting by the said Receiver with the
 consent and by the direction of the Company and in exercise of all statutory
 and other powers enabling him HEREBY DEMISES unto the Tenant ALL THAT
 dwellinghouse now erected or in the course of erection and situate on the
 Estate abutting the Marina Basin and delineated on the plan annexed hereto
 and thereon numbered 7 and edged in green thereon TOGETHER with full right
 and liberty for the Tenant his servants and licensees (in common with the
 Lessor and all other persons having the like right) with or without
 vehicles at all times and for all purposes connected with the demised
 premises but not for any other purposes to pass and repass to and from the
 demised premises or any part thereof over and along (a) the roads or ways
 coloured (brown) on the said plan and known as Fairways Marina Way and
 Thameside until taken over by the Local Authority and (b) all other roads
 and ways on the Estate AND TOGETHER ALSO with the right for the Tenant
 his family and invitees (in common with the other residents on the Estate
 their families and invitees) to use and enjoy the heated swimming pool and
 tennis court on the Estate and the said Marina Basin TOGETHER with the

exclusive use of Ten feet in width of the Marina immediately adjacent to the said dwellinghouse and coloured yellow on the said Plan "A" for mooring the Tenant's boat or yacht AND TOGETHER with the free right of passage and running of water and soil and other services from the demised premises through all sewers and drains and other channels now or hereafter used or to be used in common with the occupiers of buildings and land adjoining or near thereto AND TOGETHER ALSO with the right to enter upon the property or properties adjoining the demised premises for the purpose of repairing maintaining and renewing the same or any part thereof the Tenant making good any damage thereby caused to such adjoining property or properties AND TOGETHER with full right and liberty for the Tenant and all persons authorised by him (in common with all other persons having the like right) to use the common gardens on the Estate for the purpose of rest and quiet recreation subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe AND TOGETHER ALSO with the benefit of the respective covenants obligations and restrictions contained in the Leases of any of the other houses flats and penthouses on the Estate granted or to be granted by the Lessor EXCEPT AND RESERVING unto the Lessor the free right of passage and running of water and soil from and to the other buildings and land of the Lessor and its tenants adjoining or near to the premises hereby demised through the sewers and drains which now or may during the term hereby granted be in under or upon the demised premises AND EXCEPT AND RESERVING unto the Lessor and the lessees and occupiers of the adjoining property or properties the right to enter upon the premises hereby demised for the purpose of repairing maintaining and renewing such adjoining property or properties or any part thereof respectively the Lessor and such lessees and occupiers making good any damage thereby caused to the premises hereby demised Each and every wall or fence dividing the property hereby demised from any adjoining property shall be deemed a party wall as defined in the Law of Property Act 1925 Section 38 and the respective owners of the wall or fence shall contribute equally to all necessary repairs thereto TO HOLD the same unto the Tenant for the term of ONE HUNDRED AND TWENTY FIVE YEARS from the Twenty fifth day of March One thousand nine hundred and sixty six subject to the covenants contained and referred to in the Charges Register of Title Number MX 212396 YIELDING AND PAYING therefor unto the Lessor the yearly rent of NINETY POUNDS such rent to be payable by equal half yearly payments on the

Twenty fourth day of June and the Twenty fifth day of December in every year the first payment thereof being a proportionate part of the said annual sum of Ninety pounds calculated from the date hereof to be made on the day of next

2. THE Tenant HEREBY COVENANTS with the Lessor as follows :-

- (1) To pay the said rent at the times and in the manner aforesaid
- (2) To pay and discharge and keep the Lessor and the Company indemnified from and against all existing and future rates taxes (except income tax payable by the Lessor) duties charges assessments impositions and outgoings whatever (whether imposed by statute or otherwise and whether of a national or local character and whether of the nature of capital or revenue and even though of a wholly novel character) now or at any time during the term payable in respect of the demised premises or any part thereof by the Lessor or the Tenant or the owner or occupier for the time being thereof (except as aforesaid)
- (3) Not to injure cut or maim any of the walls or timbers and to keep the demised premises including the drains soakaways and sanitary and water apparatus and all fixtures and additions thereto in tenantable repair and condition throughout the term and without any alterations except such as shall be sanctioned in writing by the Lessor and to yield up the same in such repair and condition at the determination of the said term
- (4) Once in every Five years of the said term and also during the last year or on the sooner determination thereof in such month as shall from time to time be appointed by the Lessor to have prepared and painted the outside stucco or cement and other work of the demised premises proper to be painted with appropriate paint in a proper and workmanlike manner and of such tints or colours as shall be approved by the Lessor and whenever requested by the Lessor clean and repoint the external stone and brick work on the demised premises
- (5) In the year One thousand nine hundred and seventy six and thereafter once in every seven years of the said term and also during the last year or at the sooner determination thereof to have painted all the inside wood iron or other metal work usually painted and other internal portions proper to be painted of the demised premises and all additions thereto with two coats of good oil paint in a proper and workmanlike manner and have all walls at any time forming part of the demised premises washed and painted with two coats of good paint or papered with paper of good quality in a proper and workmanlike manner and all ceilings forming part

of the demised premises washed and painted distempered or painted in a proper and workmanlike manner

- (6) To permit the Lessor and all persons authorised by the Lessor at all reasonable times to enter the demised premises and examine the state of repair decoration and condition thereof
- (7) In accordance with the Tenant's covenants in that behalf to repair decorate and make good all defects in the repair decoration and condition of the demised premises of which notice in writing shall be given by the Lessor to the Tenant within three calendar months after the giving of such notice
- (8) If the Tenant shall at any time make default in the performance of any of the covenants herein contained relating to the repair decoration or maintenance of the demised premises then to permit the Lessor and all persons authorised by the Lessor to enter upon the demised premises and repair decorate or maintain the same at the expense of the Tenant (but so that no such entry repair decoration or maintenance shall prejudice the right of re-entry under the provision hereinafter contained) and to repay to the Lessor the costs of such repair decoration or maintenance on demand (including any Solicitor's and Surveyor's costs and fees reasonably incurred by the Lessor in respect thereof)
- (9) Not to make or permit or suffer any objection to or claim in respect of any works of construction building alteration addition cleansing or repair carried out on any part of the Estate by the Lessor or persons authorised by the Lessor provided that such works shall be carried out with as little inconvenience to the Tenant as reasonably possible
- (10) Not to assign underlet or part with the possession of part of the demised premises
- (11) To pay all costs charges and expenses (including any Solicitor's and Surveyor's costs and fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of a Notice under Sections 146 and 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court
- (12) Forthwith after service upon the Tenant of any notice affecting the demised premises served by any person body or authority (other than the Lessor) to deliver a true copy thereof to the Lessor and if so required by the Lessor to join with the Lessor in making such

representations to any such person body or authority concerning any proposals affecting the demised premises as the Lessor may consider desirable and to join with the Lessor in any such appeal against any order or direction affecting the demised premises as the Lessor may consider desirable

- (13) Within one calendar month after any such document or instrument as is hereinafter mentioned shall be executed or shall operate or take effect or purport to operate or take effect to produce to the Lessor's Solicitors every transfer of this Lease or mortgage or legal charge of the demised premises also every sub-underlease thereof for substantially the whole of the unexpired term and every assignment of such sub-underlease and also every Probate Letters of Administration Order of Court or other instrument effecting or evidencing a devolution of title as regards the term hereby granted or of any such sub-underlease as aforesaid for the purpose of registration and for such registration to pay to such Solicitors a fee of Three pounds.15 in respect of each such document or instrument so produced
- (14) To execute and do at the expense of the Tenant all such works and things whatever as may now or at any time during the term be directed or required by any national or local or other public authority to be executed or done upon or in respect of the demised premises by the owner or occupier thereof
- (15) To perform and observe all and singular the obligations and stipulations and restrictions set out in the First Schedule hereto
- (16) (a) To contribute and pay on demand ~~one-eighty~~ third part of all costs charges and expenses from time to time incurred by the Lessor or the Company as the case may be in performing and carrying out its obligations and each of them under the Second Schedule hereto in connection with the Estate including in such costs and expenses all clerical administrative and management expenses (payable whether the Lessor employ a Managing Agent or itself carries out some or all of the duties of management) incurred by the Lessor in relation thereto such sum to be certified in writing by the Surveyors for the time being of the Lessor whose Certificate shall be conclusive and binding on the Tenant
- (b) To pay to the Lessor or to the Company at the Lessor's request on the Twenty fifth December in every year (the first of such payments or a proportionate part thereof to be made on the execution hereof) the sum of Fifty pounds on account of the moneys payable by the Tenant under

the preceding sub-clause

- (17) To insure and keep insured the premises hereby demised against loss or damage by fire storm flood and tempest and any other risks (inclusive of Architect's and Surveyor's fees) normal in a comprehensive policy in the sum of Eighteen thousand pounds or such greater sum or sums as the Lessor shall from time to time think fit in the joint names of the Tenant and the Lessor with such insurance company as the Lessor may from time to time approve and such insurance shall unless the Lessor shall otherwise direct be effected through the agency of the Lessor or its agent and whenever so required to produce to the Lessor the policy or policies of such insurance and the receipt for the last premium for the same And in the event of the demised premises or any part thereof being damaged or destroyed by fire or otherwise as soon as reasonably practicable to apply the insurance moneys payable in respect thereof in the repair rebuilding or reinstatement of the demised premises in a good and substantial manner and in case such insurance moneys shall be insufficient for the purpose to make good such deficiency out of his own moneys PROVIDED that during such time as the demised premises shall be mortgaged to a Building Society the above provisions and any statutory provisions relating to insurance by the Lessor shall not take effect and such building society mortgagee shall be at liberty to insure the demised premises with a first class tariff Insurance Company in accordance with the powers contained in its prescribed Mortgage deed or in its rules
- (18) At all times during the term to observe all regulations which the Lessor from time to time may in its discretion think fit to make and to be observed by the residents on the Estate with a view to the same being conducted as a high class residential Estate Any costs charges or expenses incurred by the Lessor in preparing or supplying copies of such regulations or in doing works for the improvement of the Estate providing services or employing gardeners porters or other employees shall be deemed to have been properly incurred by the Lessor in pursuance of its obligations under the Second Schedule hereto
- (19) Upon any transaction or disposition to which the Tenant is a party or over which he has any control involving a change or a contract for a change in ownership of the demised premises to procure that the person becoming or contracting to become as a result of such

transaction or disposition the owner of the demised premises (which expression shall be deemed to include any assignee of this Lease) and any person holding as sub-undertenant for substantially the whole of the unexpired part of the term hereby granted but excluding any mortgagee enters into covenants with the Lessor to observe and perform all the covenants by the Tenant with the Lessor contained in this Lease

3. THE Lessor and the Company COVENANT with the Tenant as follows :-

- (1) That the Tenant paying the rent hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Tenant's part to be performed and observed shall and may peaceably and quietly hold and enjoy the demised premises during the said term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for it
- (2) That the Lessor will require every person to whom the Lessor shall hereafter grant a Lease of any dwellinghouse to covenant to perform and observe such several covenants conditions and agreements as aforesaid and that the Lessor if so required by the Tenant will take reasonable steps to enforce the same Provided that the Tenant shall indemnify the Lessor against all costs charges and expenses incurred or to be incurred in respect of such enforcement

4. PROVIDED ALWAYS AND IT IS HEREBY AGREED that if the rent hereby reserved or any part thereof shall be in arrear and unpaid for Twenty-one days after becoming due and payable (whether formally demanded or not) or if there shall be any breach of any covenant or agreement on the part of the Tenant herein contained then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and immediately thereupon this demise shall absolutely cease and determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any covenant or agreement on the part of the Tenant herein contained

5. THE Lessor and the Company HEREBY COVENANT with the Tenant to perform and observe the obligations and each of them set out in the Second Schedule hereto

I N W I T N E S S whereof to one part of these presents David Robert Poole of 12 Bolton Street Piccadilly London W.1. in his exercise of the power conferred upon him by his appointment dated Seventeenth August One thousand nine hundred and sixty nine and all other powers him enabling has hereunto set the name of the Lessor and affixed his own Seal and the

Company has affixed its Common Seal and to a Counterpart thereof the Tenant has hereunto set his hand and seal the day and year first before written

THE FIRST SCHEDULE

1. Not to use the said dwellinghouse nor permit or suffer the same to be used for any purpose whatsoever other than as a private residence in the occupation of one family only
2. Not to use the demised premises or any part thereof nor permit or suffer the same to be used for business purposes
3. Not to do or permit or suffer to be done upon or with respect of the demised premises anything which may tend to injure the character of the estate as a high class private residential estate or diminish the quietude amenity privacy or value of the Estate or any part thereof
4. Not to do or permit or suffer to be done any act or thing in or upon the demised premises or any part thereof or any other part of the Estate which may be or grow to be a damage nuisance or annoyance to the Lessor or any of the tenants or occupiers of the other parts of the Estate or to the neighbourhood or any illegal or immoral act And in particular not to moor any boat on the Marina frontage (if any) to the demised premises so as to overlap the frontage of any adjacent property or so as to project into the Marina area in such a manner as in the opinion of the Lessor may cause any obstruction thereto or any annoyance or inconvenience to the Lessor or to tenants or occupiers of the other parts of the Estate
5. Not to bring or permit or suffer to be brought any house-boat into the said Marina
6. Not to do or suffer to be done any repairs of a noisy noxious or offensive nature to his boat or yacht whilst the same is moored in the said Marina
7. Not to run or permit or suffer to be run the engine in his boat or yacht so as to disturb the quietude of or cause annoyance to the tenants or occupiers of the other parts of the Estate
8. Not to hang or expose any clothes outside the said dwellinghouse or permit the same to be done
9. That no vehicle under the control of the Tenant shall be parked on the Estate so as to obstruct or inconvenience deliveries to or collections from the Estate by tradespeople or other persons or obstruct the passage of cars of the tenants of other parts of the Estate
10. (1) That none of the walls ceilings roofs floors girders or timbers

of the demised premises shall be cut maimed or removed (unless for the purpose of making good defects) and no development or change of user on the demised premises within the meaning of any legislation for the time being relating to Town and Country Planning shall be made without the previous consent of the Lessor in writing

(2) That no caravan or temporary buildings or structures shall be brought on to or permitted to remain on the demised premises (whether or not they would constitute such development or user as aforesaid) without the said consent in writing

11. To cultivate and keep in good order the garden or gardens of the demised premises and to keep all yards free from litter and refuse and in a clean and tidy condition

12. Any consent or approval hereby required may be given subject to such condition as the Lessor's Surveyor for the time being may impose and subject to the payment by the Tenant applying for such consent or approval of the reasonable fees of the Lessor's Surveyor in connection with such consent or approval (including therein the investigation of any matter or thing arising out of the application for such consent or approval)

THE SECOND SCHEDULE

Subject to the due performance by the Tenant of his obligation to contribute to the costs charges and expenses of the Lessor or of the Company as the case may be as herein provided the Lessor and the Company HEREBY COVENANT with the Tenant as follows :-

1. (1) To maintain cleanse and keep adequately lighted during the hours of darkness the roads or ways coloured brown on the said plan and intended to be known as Fairways Marina Way and Thameside and any main drains and sewers pipes cables and wires thereunder until taken over by the Local Authority in a satisfactory state of repair for the use of the houses and garages on the Estate

(2) To maintain cleanse and keep adequately lighted during the hours of darkness all other roads ways and paths main drains and sewers pipes cables and wires on the Estate in a satisfactory state of repair for the use as aforesaid and to lay a fresh surface to the said roads ways and paths and carry out such other major replacements or improvements in connection therewith as shall from time to time appear to the Lessor to be reasonably necessary

(3) To replace so much of the said drains sewers and lighting system as shall from time to time appear to the Lessor to be reasonably necessary

(4) To cultivate and keep in good order and free from weeds the common gardens on the Estate and the tennis court and to keep all yards free from litter and refuse and in a clean and tidy condition

(5) To lop top and cut back roots or fell and grub up roots of all existing and future trees on the said common gardens as may be necessary from time to time in the proper management of the Estate or to prevent nuisance annoyance or damage to any adjacent premises or the owner tenant or occupier thereof

(6) To maintain cleanse and keep adequately supplied with water (unless prevented by bad weather or any other cause whatsoever beyond the control of the Lessor) the said Marina Basin and swimming pool in a satisfactory state of repair and carry out any replacements or improvements in connection therewith respectively as shall from time to time appear to the Lessor to be reasonably necessary

(7) To do all such matters and things and employ such persons as may in the Lessor's or the Company's reasonable discretion be necessary or advisable for the proper maintenance or administration of the Estate

2. The Lessor or the Company as the case may be shall keep proper books of account of all costs charges and expenses incurred by them in carrying out its obligations under this Schedule and an account shall be taken on the 31st day of December in each year during the continuance of this demise of the amount of the said costs charges and expenses incurred since the date of the commencement of the term hereby demised or of the last preceding account as the case may be

3. The account taken in pursuance of the last preceding paragraph shall be prepared and audited by a qualified accountant who shall certify the total amount of the said costs charges and expenses (including the audit fee of the said accountant) for the period to which the account relates and the proportionate amount due from the Tenant to the Lessor or the Company as the case may be under this Lease

4. The Lessor or the Company as the case may be shall within two months of the date to which the said account is taken serve on the Tenant notice in writing stating the said total and proportionate amount certified in accordance with the last preceding paragraph

SIGNED SEALED AND DELIVERED by)
the said THOMAS GERARD GREY in)
the presence of:-

Barbara Smith

28, Poolmans Road,

Windsor

Berks.

J. H. Grey





MR NICHOLS
REGISTRAR

IN THE HIGH COURT OF JUSTICE 1971 F 579
CHANCERY DIVISION (GROUP A)

MR JUSTICE BRIGHTMAN at Chambers

MONDAY the 13th day of DECEMBER 1971

IN THE MATTER of FAIRWAYS ESTATE BROOM ROAD
TEDDINGTON IN THE LONDON BOROUGH OF RICHMOND
UPON THAMES

and

IN THE MATTER of the LEASEHOLD REFORM ACT 1967

B E T W E E N

WINDCOURT INVESTMENTS
LIMITED

Plaintiffs

and

COLIN RONALD ALLAN RIACH
(sued as Colin R A Riach)
John Barton and John
Skerry

Defendants

UPON THE APPLICATION of the Plaintiffs by
Originating Summons dated 9th March 1971

AND UPON HEARING Counsel for the Plaintiffs
and the Solicitors for the Defendants who are sued
as representing themselves and all other members of
The Fairways Residents Association

AND UPON READING an Affidavit of David Robert
Poole filed this day and the exhibits therein
referred to (the exhibit marked "DRP 6" being the
Certificate dated 27th May 1970 of the Minister of
Housing and Local Government given pursuant to
Section 19(1) of the Leasehold Reform Act 1967
relating to the above-mentioned Fairways Estate
Broom Road Teddington in the London Borough of
Richmond upon Thames) and a copy dated 27th November

1971 of a Resolution passed at a Meeting on 14th July 1971 of The Fairways Residents Association

AND THE JUDGE not requiring that the said copy of the said Resolution be put strictly into evidence

THE JUDGE being of opinion that the Scheme hereto annexed is fair and practicable and does not give the Plaintiffs a degree of control out of proportion to that previously exercised by them or to that required for the purposes of the said Scheme DOTH pursuant to the powers of the Court under Section 19 of the Leasehold Reform Act 1967 APPROVE the said Scheme

AND THE JUDGE DOTH ORDER that the Plaintiffs do cause the said Scheme to be registered as a Local Land Charge pursuant to the Land Charge Act 1925

CHARGES

AND IT IS ORDERED that the Plaintiffs do pay to the Defendants a sum not exceeding One hundred pounds for or towards their costs of the said Application such costs to be taxed by the Taxing Master if not agreed

SCHEME

1. In this Scheme the following expressions have the following meanings

"The Property" means the freehold property registered at Her Majesty's Land Registry with absolute title under Title Number MX 212396 and comprising (inter alia) the houses known as Numbers 1-11 inclusive Fairways Numbers 7-14 inclusive Thameside and Numbers 2 4 6 and 8 Marina Way Broom

2.



Road Teddington as the same is delineated on the plan annexed hereto and thereon edged with red
"The Estate" means and includes the Property and the land and buildings and water adjoining to the East of the property which said adjoining land is more particularly delineated on the plan annexed hereto and thereon edged with green

"enfranchisement" means the acquisition of the freehold of any part of the Property by a leasehold tenant of that part whether by virtue of a right to acquire the same conferred upon him by the Leasehold Reform Act 1967 or any other Statute for the time being in force amending or replacing the same or by virtue of any agreement or arrangement made between the Landlord and that tenant

"the unenfranchised property" means that part of the Property which for the time being shall not have been subjected to enfranchisement

"the enfranchised property" means that part of the Property which shall have been subjected to enfranchisement

"an enfranchised tenant" means a person in whom for the time being is vested or persons in whom for the time being is vested jointly the freehold of any part of the enfranchised property and such part is hereinafter described as "his enfranchised property"

2. "The Landlord" within the meaning and for the purposes of this Scheme shall be the person or persons in whom for the time being is vested the freehold of the unenfranchised property

3. Nothing in this Scheme shall prevent the Landlord from delegating or transferring all or any of the powers and rights hereby conferred upon the Landlord to a local authority or other body whether corporate or unincorporate for such period as the Landlord may think fit

4. Any notice which may be given or is required to be given to an enfranchised tenant pursuant to any provision of this Scheme shall be in writing and shall be sufficiently served if left addressed to him on his enfranchised property

5. In order that the Landlord may regulate the development use and appearance of the Property and maintain the amenities thereof an enfranchised tenant shall in respect of his enfranchised property

(a) observe and comply with the restrictions and obligations set out in the First and Second Appendices hereto

(b) permit the Landlord and its agents with or without workmen at all reasonable and convenient times to enter into and upon his enfranchised property or any part thereof and to view the state and condition thereof

(c) in the event of his not having complied with the requirements of any notice served on him pursuant to paragraph 2 of the Second Appendix hereto within the time specified in the said paragraph permit the Landlord and its agents with or without workmen at all reasonable and convenient times to enter into and upon his enfranchised property or any part thereof and



remedy such matters or things as are specified
in such notice

and the Landlord and its agents with or without
workmen shall be hereby empowered to enter into and
upon his enfranchised property or any part thereof
for the said purposes.

6. Any consent or approval required to be given
by the Landlord shall not be unreasonably withheld
(but may be given subject to such reasonable
conditions as the Landlord's surveyor for the time
being may impose) and may be subject to the payment
by the person applying for such consent or approval
of the reasonable fees of the said surveyor in
connection with such consent or approval (including
therein the investigation of any matter or thing
arising out of the application for such consent or
approval)

7. For the benefit of an enfranchised tenant and
his enfranchised property the Landlord shall do and
perform the acts specified in the Third Appendix
hereto and in order that all persons interested in
the Property shall share the costs and expenses
incurred by the Landlord in doing and performing the
same an enfranchised tenant shall pay to the
Landlord such sums of money as shall be determined
in accordance with the provisions of the Fourth
Appendix

8. All sums of money due from an enfranchised
tenant to the Landlord by virtue of the provisions
of Part II of the Second Appendix hereto or the

Fourth Appendix hereto shall be recoverable by the Landlord as a debt due from the enfranchised tenant to the Landlord and such debt shall until paid be charged in favour of the Landlord upon his enfranchised property

9. An enfranchised tenant or the Landlord may at any time apply to the High Court for its approval to be given to any such provision for terminating or varying all or any of the provisions of this Scheme or excluding any part of the Property from this Scheme if a change of circumstances makes it appropriate as may be proposed in such application

THE FIRST APPENDIX

Restrictions

An enfranchised tenant shall not

- (a) use his enfranchised property or permit or suffer the same to be used for any purpose whatsoever other than as a private residence in the occupation of one family only
- (b) use his enfranchised property or any part thereof or permit or suffer the same to be used for business purposes
- (c) do or permit or suffer to be done upon or in relation to his enfranchised property anything which injures the character of the Estate as a high class private residential estate or diminishes the quietude amenity privacy or value of the Estate or any part thereof
- (d) do or permit or suffer to be done any act or thing in or upon his enfranchised property or any



part thereof or on any other part of the Estate which damages or is a nuisance to the Landlord or any of the tenants or occupiers of other parts of the Estate or to the neighbourhood or any illegal or immoral act

(e) bring or permit or suffer to be brought any houseboat into the Marina which forms part of the Estate

(f) do or permit or suffer to be done any repairs of a noisy noxious or offensive nature to his boat or yacht while the same is moored in the said Marina except in the case of emergency

(g) run or permit or suffer to be run the engine in his boat or yacht so as to disturb the quietude of or cause annoyance to the Landlord or any of the tenants or occupiers of other parts of the Estate except in the case of emergency

(h) hang or expose any clothes outside the dwellinghouse forming part of his enfranchised property or permit or suffer the same to be done

(i) park or permit or suffer to be parked any vehicle under his control upon any part of the Estate in such a way as to obstruct or

inconvenience deliveries to or collections from the Estate by trades-people or other persons or obstruct the passage of cars of the tenants or occupiers of other parts of the Estate

(j) without the previous consent in writing of the Landlord cut main or remove any of the wall roof's girders or timbers of his enfranchised

property so as to alter the exterior appearance thereof (except for the purpose of making good defects) or carry out any development or change of user on his enfranchised property within the meaning of any legislation for the time being in force relating to town and country planning

(k) without the previous consent in writing of the Landlord bring or permit or suffer to be brought or to remain upon his enfranchised property any caravan or temporary buildings or structures (whether or not the same would constitute such development or change of user as aforesaid)

THE SECOND APPENDIX

Part I

General obligations of an enfranchised tenant

1. An enfranchised tenant shall
 - (a) at all times at his own expense keep his enfranchised property and all buildings and erections thereon and every part thereof in good and substantial repair and condition
 - (b) once in every five years at such time as the Landlord shall reasonably appoint at his own expense have prepared and painted the outside stucco or cement and other work of his enfranchised property proper to be painted with appropriate paint in a proper and workmanlike manner and in such tints or colours as shall be approved by the Landlord and whenever reasonably requested by the



Landlord at his own expense clean and repoint the external stone and brickwork on his enfranchised property

(c) at his own expense cultivate and keep in good order the garden or gardens of his enfranchised property and keep all yards free from litter and refuse and in a clean and tidy condition

(d) at his own expense insure and keep insured his enfranchised property against loss or damage by fire storm flood and tempest and any other risks normal in a comprehensive policy in the full value thereof (inclusive of Architect's and Surveyor's fees) with an insurance company of repute and whenever so required produce to the Landlord the policy or policies of such insurance and the receipt for the last premium for the same and in the event of his enfranchised property or any part thereof being damaged or destroyed by fire or otherwise as soon as reasonably practicable apply the insurance moneys payable in respect thereof in the repair rebuilding or reinstatement of his enfranchised property in a good and substantial manner and in case such insurance moneys shall be insufficient for the purpose make good such deficiency out of his own moneys

(e) at all times observe all reasonable

regulations which the Landlord from time to time in its discretion may make with a view to the Estate being conducted as a high class residential estate and so that any reasonable costs charges or expenses incurred by the Landlord in preparing or supplying copies of such regulations shall be deemed to have been properly incurred by the Landlord in pursuance of its obligations under the Third Appendix to the foregoing Scheme

2. In the event of an enfranchised tenant having failed to observe or comply with any of the obligations specified in paragraph 1 of this Appendix the Landlord may serve upon him a notice in writing specifying the particular failure and requiring the same to be remedied by the enfranchised tenant whereupon he shall with all proper despatch and in any case within three months from service of such notice well and sufficiently remedy the same

Part II

Particular financial obligations of an enfranchised tenant

3. An enfranchised tenant shall pay to the Landlord on demand all costs charges and expenses (including legal costs and any fees payable to a Surveyor) properly incurred by the Landlord of and incidental to the preparation and service of any such notice as is referred to in paragraph 2 of this Annexure



4. An enfranchised tenant shall pay to the Landlord on demand all costs charges and expenses (including Architect's and Surveyor's fees) properly incurred by the Landlord of and incidental to the carrying out on his enfranchised property by the Landlord of any works pursuant to clause 5(c) of this Scheme

THE THIRD APPENDIX

Obligations of the Landlord

1. The Landlord shall
 - (a) maintain cleanse and keep adequately lighted during the hours of darkness the roads or ways coloured brown on the plan annexed hereto and known as Fairways Marina Way and Thameside and any main drains and sewers pipes cables and wires thereunder unless and until taken over by the Local Authority in a satisfactory state of repair for the use of the houses and garages on the Estate
 - (b) maintain cleanse and keep adequately lighted during the hours of darkness all other roads ways and paths main drains and sewers pipes cables and wires on the Estate in a satisfactory state of repair for use as aforesaid and lay a fresh surface to the said roads ways and paths and carry out such other major replacements or improvements in connection therewith as shall from time to time appear to the Landlord to be reasonably necessary
 - (c) replace so much of the said drains sewers and lighting system as shall from time to time appear to the Landlord to be reasonably necessary

(d) cultivate and keep in good order and free from weeds the common gardens and the tennis court on the Estate and keep all common yards free from litter and refuse and in a clean and tidy condition.

(e) lop top and cut back roots or fell and grub up roots of all existing and future trees on the said common gardens as may be necessary from time to time in the proper management of the Estate or to prevent nuisance annoyance or damage to any adjacent premises or the owner tenant or occupier thereon.

(f) maintain cleanse and keep adequately supplied with water (unless prevented by bad weather or any other cause whatsoever beyond the control of the Landlord) the Marina and the swimming pool on the Estate in a satisfactory state of repair and carry out any replacements or improvements in connection therewith respectively as shall from time to time appear to the Landlord to be reasonably necessary.

(g) do all such matters and things and employ such gardeners porters and other employees (including any managing agent or agents) as the Landlord may reasonably consider to be necessary or advisable for the proper maintenance and administration of the Estate.

2. The Landlord shall keep proper books of account of all costs charges and expenses incurred by it in carrying out its obligations hereunder and an account shall be taken on 31st December in each year of the amount of the said costs charges and expenses incurred since the date of the last preceding account.



3. The said account shall be prepared by the Landlord its Accountants or Managing Agents who shall certify the total amount of the said costs charges and expenses (including the audit fee of the said accountant) for the period to which the account relates and the proportionate amount due from each enfranchised tenant under the provisions of the Fourth Appendix to the foregoing Scheme

4. The Landlord shall within two months of the date to which the said account is taken serve on each enfranchised tenant notice in writing stating the said total and proportionate amount certified in accordance with the last preceding paragraph and demanding payment of the amount due from each enfranchised tenant

THE FOURTH APPENDIX

Financial obligations in respect
of the Estate as a whole

1. An enfranchised tenant shall pay to the Landlord upon demand one eighty-third part of all costs charges and expenses from time to time incurred by the Landlord in performing its obligations under the Third Appendix to the foregoing Scheme

2. An enfranchised tenant shall pay to the Landlord on the 25th December in every year the sum of Fifty Pounds on account of the moneys payable by him under the last preceding paragraph hereof

OFFICE COPY

ISSUED BY CROYDON DISTRICT LAND REGISTRY.

H. M. LAND REGISTRY

Land Registration Acts 1925

1971
REVISED



LAND
ACT 1925

London Borough of Richmond-upon-Thames

Title Numbers MX212396 and SGL97194

171273 H
C 00297

Property: 7, Thameside

INLAND REVENUE

Fairways Estate, Broom Road, Teddington

Dated

12th December

1973

SGL172724

1. IN CONSIDERATION of ~~One thousand five hundred pounds (£1,500.00)~~
One thousand and eighty pounds (£1,080.00) the receipt whereof
is hereby acknowledged ALAN ARON NEWTON
of 130, Prince George Avenue, Southgate, London, N.14

(hereinafter called "the
Transferor") as beneficial owner hereby transfers to THOMAS GERALD
GRAY and MARGARET BOYER GRAY both of 7, Thameside, Broom Road
Teddington, Middlesex

(hereinafter called "the Transferee") that part of the
Transferor's land comprised in Title No. MX212396 ~~Title No.~~
~~SGL97194~~ which is subject to a Lease (hereinafter called "the
Lease") dated the 11th day of February 1972 and
registered under Title No. SGL140575 (being the land numbered
21 on the filed plan of the Transferor's said Title)
TOGETHER WITH the rights for the Transferee and his successors
in Title over the remainder of the Transferor's land comprised
in Title Nos. MX212396 and SGL97194 set out in the First Schedule
hereto BUT SUBJECT TO the exceptions and reservations unto the
Transferor and his successors in Title for the benefit of the
remainder of the Transferor's land comprised in Title Nos.
MX212396 and SGL97194 set out in the Second Schedule hereto

2. THE TRANSFEROR hereby covenants with the Transferee that he
and his successors in title will observe and perform the
obligations of the Landlord referred to in the Scheme of
Management Order under Section 19 of the Leasehold Reform Act
1967 dated 13th December, 1971 and relating inter alia to the
land hereby transferred
3. WHERE TWO or more persons are comprised in the expression "the
Transferee" :-
(i) The covenants on the part of the Transferee
herein contained shall be deemed joint and
several and
(ii) such persons hereby jointly and severally declare
that the Transferee shall hold the land hereby
transferred upon trust to sell the same with power
to postpone the sale thereof and shall hold the
net proceeds of sale and other monies applicable
as capital and the net rents and profits thereof
until sale upon trust for themselves as joint tenants
beneficially entitled
4. WORDS IMPORTING the masculine gender only include the feminine
and neuter genders and words importing the singular number shall
be deemed to include the plural number and vice-versa
5. "THE FAIRWAYS ESTATE" shall be all that land and premises now
or formerly comprised in Title Nos. MX212396 and SGL97194

6. IT IS HEREBY AGREED AND DECLARED that each and every wall or fence dividing the land hereby transferred from any adjoining premises shall be deemed a party wall as defined in the Law of Property Act Section 30 and the respective owners of the wall or fence shall contribute equally to all necessary repairs thereto
7. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £10,000.00

THE FIRST SCHEDULE above referred to:

RIGHTS INCLUDED IN THE TRANSFER

1. Full right and liberty for the Transferee his servants and licensees (in common with the Transferor and all other persons having the like right) with or without vehicles at all times and for all purposes connected with the land hereby transferred and comprised in the Lease but not for any other purposes to pass and repass to and from the said land or any part thereof over and along the roads or ways on the Fairways Estate
2. The right for the Transferee his family and invitees (in common with other residents on the estate their families and invitees) to use and enjoy the Heated Swimming Pool and Paddling Pool and the Tennis Court on the Fairways Estate and such other amenities as may be provided for the residents on the Fairways Estate
3. The right in common with other residents on the estate for the Transferee and members of his family to moor their boat or yacht either in the Marina Basin situated within Title Nos. MX212396 and SGL97194 or adjacent to that part of the river bank of the Thames situated in Title No. SGL97194 either in such position as shall have been already allocated to the Transferee by virtue of his rights under the Lease or if such a position has not been so allocated in such position as shall be available and shall be allotted to the Transferee by the Transferor and if necessary approved by the Thames Conservancy
4. The right (in common with the Transferor and all other persons having the like right) to the passage and running of water soil gas electricity and other services to and from the land hereby transferred through the conduits and any other sewers drains water courses cables pipes or wires which are now or may during the period of eighty years after the date hereof be laid in under or upon any part of the Fairways Estate
5. The right to enter upon other properties on the Fairways Estate for the purposes of repairing maintaining and renewing the said conduits sewers drains watercourses cables pipes or wires or any part thereof the Transferee making good any damage thereby caused to such other properties
6. The right to enter upon the property or properties on the Fairways Estate adjoining the land hereby transferred and comprised in the Lease for the purposes of repairing maintaining and renewing the same or any part thereof the Transferees making good any damage thereby caused to such adjoining property or properties
7. Full right and liberty for the Transferee and all persons

authorised by him (in common with all other persons having the like right) to use the common gardens on the Fairways Estate for the purpose of rest and quiet recreation subject to such reasonable Rules and Regulations to the common enjoyment thereof as the Transferor may from time to time prescribe

8. The benefit of the respective covenants obligations and restrictions contained in the Lease of any of the other houses flats and penthouses on the Fairways Estate granted or to be granted by the Transferor
9. The benefit of the obligations on the part of the enfranchised tenants of other houses on the Estate under the Scheme of Leasehold Management Order dated the 13th day of December 1971 or any authorised variation thereof

THE SECOND SCHEDULE above referred to
RIGHTS EXCEPTED AND RESERVED FROM THE TRANSFER

1. The free right of passage and running of water soil gas and electricity and other services to and from the other buildings and lands of the Transferor and his tenants and of the enfranchised tenants on the Fairways Estate through the conduits and any other sewers drains watercourses cables pipes or wires which are now or may during the period of eighty years after the date hereof be in under or upon the land hereby transferred
2. The right for the Transferor and the tenants enfranchised tenants and occupiers of other properties on the Fairways Estate to enter upon the land hereby transferred for the purposes of repairing maintaining and renewing the said conduits sewers drains watercourses cables pipes or wires or any part thereof the Transferor and such tenants enfranchised tenants and occupiers making good any damage thereby caused to the land hereby transferred and comprised in the Lease
3. The right for the Transferor and the tenants enfranchised tenants and occupiers of the adjoining property or properties to enter upon the land hereby transferred for the purpose of repairing maintaining and renewing such adjoining property or properties or any part thereof respectively the Transferor and such tenants enfranchised tenants and occupiers making good any damage thereby caused to the land hereby transferred and comprised in the Lease

SIGNED SEALED and DELIVERED by)
the said ALAN ARON WENTON in }
the presence of

SIGNED SEALED and DELIVERED by)
the said THOMAS GERALD GRAY and
MARGARET BOYER GRAY
in the presence of

WITNESS'S

SIGNATURE

(NAME IN
BLOCK LETTERS)

ADDRESS:-

OCCUPATION:-

(Signature)
Mavis Peller
11 INGRAM COURT, ENFIELD, MDDX
SECRETARY

(Signature)
M. B. (Gray)

DEED OF PARTICIPATION

THIS DEED is made the day of 1999

B E T W E E N :

(1) **FAIRWAYS ESTATES LIMITED** whose registered office is situate at 6 Marina Way Teddington Middlesex TW11 9PN ("the Company") and

(2) [REDACTED]

of [REDACTED] Teddington, Middlesex ("the Freeholder")

In this DEED the terms defined in this clause shall for all purposes have the meaning specified in this clause:

- "Property"** The Fairways Estate Broom Road Teddington Middlesex comprising title numbers SGL97194, SGL178572, SGL164095 and MX212396.
- "Flats"** The 60 (Sixty) flats comprising of three (3) blocks of Flats known as Thamespoint at the property.
- "Owner"** Any person who is a registered proprietor of a Flat, garage or dwellinghouse at the Property.
- "Resident"** Any Owner, or tenants/licensees of Owners who are resident at the Property, notification of such tenancy/licence having been provided to the Company.

In consideration of One Thousand Two Hundred Pounds (£1,200) paid to W.H. Matthews & Co client account as stakeholders for the Company by the Freeholder the Company hereby agrees with the Freeholder that subject to the Company purchasing from Alan Aaron Newton the freehold of the Property, (which the Company hereby agrees with the Freeholder it will use its best endeavours to purchase if it has received equal payments from not less than forty

five (45) of the Lessees of the flats of five thousand two hundred pounds (£5,200) each and eighteen (18) proprietors of houses of one thousand two hundred pounds (£1,200) each).

1. The Company will use the sum of One Thousand Two Hundred Pounds (£1,200) as part of the purchase price for the purchase of the freehold of the Property and expenses incurred by the Company in such purchase.
2. If the purchase is not completed by 31 December 1999 the Company will return the said sum to the Freeholder plus any interest which may have been received, less a rateable proportion of the expenses incurred in connection with the proposed purchase.
3. The Company will after completion of the purchase of the freehold issue to the Freeholder one "B" Ordinary Share of one pound (£1) in the Company at a price of One Thousand Two Hundred Pounds (£1,200). The right attaching to the share shall be governed by the Memorandum and Articles of Association a copy of which is attached hereto.

In consideration of the Agreement on the part of the Company and the Company undertaking to restrict for the period expiring 31 December 2999 the rights of enjoyment to the amenities of the Estate to owners and their personal guests and to retain the "Porters Lodge" as identified on the plan annexed hereto for the exclusive use whilst so employed of a caretaker (for the time being) of the Estate to enable him to carry out his duties, the Freeholder hereby agrees until 31st December 2999:-

1. To pay to the Company all outstanding service charges upon completion of the purchase or within thirty (30) days thereafter .
2. To pay to the Company on 1st of January of each year in advance fifty percent (50%) of the budgeted amount of the maintenance charges payable by the Freeholder and a further fifty percent (50%) of the budgeted amount on 1st of July in each year, and to pay on demand any balance as shown by accounts for each year after the adoption of the accounts at the Company's Annual General Meeting.
3. To pay to the Company interest of five percent (5%) per annum above Barclays Bank plc base lending rate on the maintenance payments received thirty (30) days after the due date for payment plus the Company's costs for collecting such late payment.

4. To be bound by those obligations contained in the pamphlet entitled "living at Fairways" 1999 as set out herein:

4.1 SWIMMING POOL

- a) The swimming pool may be used only by (a) Residents and (b) a limited number of guests of Residents who stay with them at the pool and tennis court area.
- b) Ball games are not allowed in or around the pool, nor horseplay in the pool and pool surroundings.
- c) Glassware must not be used by the pool.
- d) Shoes must be worn down to the pool to avoid carrying dirt into the water. Swimming costumes must be worn.
- e) The pool is open from 1 May to 30 September and will be heated and sanitised during that period.
- f) The pool is open from 7am to 10pm during the season, chemicals are added at 10pm each evening and the pool is then covered and a warning notice to this effect is posted on the changing rooms.
- g) For the benefit of Residents who are working during the day, after 7pm in the main pool swimming should be "lengths only" for all.

4.2 TENNIS COURT

- a) The tennis court is there for the use of all Residents and their accompanied guests and may be booked in advance by means of the booking sheet in the glass-fronted case by the court.
- b) Booking for the court should not be for more than 1 hour for singles and 2 hours for doubles and, especially for busy periods, Residents should exercise reasonable restraint about multiple forward bookings.

- c) Efforts should be made to erase bookings as early as possible when it is known that they will not be taken up.
- d) Releasing the net-cord after use is not necessary and acts of court care such as brushing and clearing leaves are much appreciated.
- e) Correct tennis shoes and suitable outfits must be worn at all times.
- f) Children under the age of twelve must be accompanied by an adult Resident.

4.3 GARDENS AND GENERAL COMMUNAL AREAS

- a) Ball games (including frisbees and badminton) are not permitted (save tennis on the tennis court).
- b) Bicycles, roller skates or skate-boards should not be used on the pool side of the marina.
- c) For safety reasons children are not permitted to play on bicycles or use roller skates or skate-boards in the roadway outside Thamespoint.
- d) Radios/other audio equipment must not be used in the communal parts of the Estate.
- e) Dogs should be kept on a lead and must not be taken beyond the caretaker's lodge. Dogs must not be allowed to defecate or urinate in the Estate grounds.
- f) The feeding of geese and other birds especially pigeons is discouraged.
- g) The pool side of the marina is protected by a security gate for use by authorised key holders only with their guests.

4.4 MARINA

- a) The use of the marina is confined to Residents.
 - b) The slipway should be used for Residents boating purposes only - not as a playground.
 - c) Refuse should not be dumped in the marina.
5. That upon granting any Lease or Licence to occupy his property the obligations referred to in paragraph 4 hereof will be expressly incorporated in the said Lease/Licence. Further the Freeholder prior to completion of any such Lease/Licence will provide the prospective underlessee/licensee at the Freeholder's expense with a copy of the current pamphlet "Living At Fairways". The Freeholder shall inform the Company of the name of each lessee/licensee within fourteen (14) days of completion of the lease. In addition the obligation in paragraph 6 below will be expressly incorporated in the said Lease/Licence.
6. To use his/her best endeavours to limit the use of the Estate to the exclusive use of the Residents of the Estate and their guests.
7. Not to effect any transfer of his property without:
- (a) Simultaneously effecting transfer of the Freeholder's share in the Company in accordance with the requirements of its articles of association; and
 - (b) Simultaneously procuring that the successor in title of the Freeholder enters into a Deed with the Company whereby such successor in title shall covenant (jointly and severally where the successor in title consists of more than one person) that such successor in title and his successors will thenceforth observe and perform the covenants on the part of the freeholder herein contained (including the obligations under this sub-clause) such Deed to be in such form as the Company shall so require so that the freeholder or any successor in title having duly procured the execution of such Deed that person shall thenceforth

be released from all further personal liability (other than any accrued liability) in respect of the said covenant; and

- (c) to ensure that upon any devolution of the legal Estate in the transferred land the freeholder's share in the Company is vested in the owner of the transferred land in accordance with the Company's Articles of Association.

8. For the avoidance of doubt the terms set out in the adjudication order dated 13th of December 1971 continue to be binding on the Freeholder.

EXECUTED as a DEED by
the Freeholder in the
presence of:-

[REDACTED]

Witness

[REDACTED]

Address

[REDACTED]

Occupation

[REDACTED]

2. The Covenantor(s) personal liability to the Company under this present deed shall be released (other than any liability already accrued before the date hereof) only if and when
 - (a) the Covenantor(s) shall have procured execution of a Deed of Covenant in the form or substantially in the form hereof from his/her/their successor(s) in title and submission to the Company or its Managing Agent of a certified photocopy of such new Deed of Covenant; and
 - (b) the Covenantors shall have paid all outstanding sums due to the Company.
3. For the avoidance of doubt the Covenantor(s) shall remain fully liable to the Company under the Deed and under this present deed even after they have sold the Property unless and until they have fully complied with their obligations under the preceding two clauses.

IN WITNESS whereof the Covenantor(s) has/have executed these presents on the day and year first before written

SIGNED AS A DEED by
the said
in the presence of:
Witness

Signature
Address

Occupation

SIGNED AS A DEED by
The said
In the presence of:
Witness

Signature
Address

Occupation

ANNEX

(Form of Deed of Participation referred to in Recital A above)
.to be annexed

