

THIS AGREEMENT is made the 11th day of August 1994

BETWEEN

WINCHFIELD COURT RESIDENTS LIMITED whose Registered office is situate at 14 Winchfield Court Pale Lane Winchfield in the County of Hampshire ("the Company");
and

2. the parties whose names appear in the first column of the First Schedule hereto and whose addresses are set out in the Second column of the First Schedule hereto ("the Householders")

W H E R E A S : -

(1) In this Agreement the term "Householder" shall mean each of the parties shown numbered 1 to 34 in the First Schedule hereto

(2) Each Householder is registered at H. M. Land Registry as the proprietor of the property the address of which is shown opposite the name of such Householder in the second column of the First Schedule hereto and the Title Number of which is set out opposite such name in the third column of the First Schedule ("the Householder's Own Property")

(3) In this Agreement where the context so admits the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa and where the term "Householder" comprises more than one person any covenant on the part of such Householder shall be a joint and several covenant on the part of such persons

(4) The Common Property means the land coloured red on the plan annexed hereto

5) The Householders Properties• means the collective properties the addresses and registered Title Numbers of which are set out in the Second and Third columns of the First Schedule hereto

(6) "The Company's Accounting Year" shall mean each yearly period commencing on the 1st day of April in each year

(7) "The Service Charge" shall mean in respect of each of the Company's Accounting Years the total of the expenditure incurred by the Company in carrying out its obligations hereunder together with such sum as the Company shall reasonably consider it necessary to provide during each such accounting year in respect of contingent future expenditure

NOW THIS DEED WITNESSETH as follows

1. In consideration of the covenants on the part of the Householders hereinafter contained the Company hereby covenants with the Householders and each of them and their respective successors in title and assigns and so as to benefit the Householders' Properties and each of them that provided that it shall not be prohibited or prevented from doing so by the registered proprietor the Company and its successors in title will at

all times hereafter observe and perform the obligations set out in the Second Schedule hereto

2. Each of the Householders for himself and his successors in title hereby covenants with the Company and as a separate covenant with each of the other Householders and so as to benefit the property of each such other Householder set out opposite the name of such Householder in the second column of the First Schedule hereto that he will at all times hereafter observe and perform the obligations set out in the Third Schedule hereto

3. If any dispute shall arise as to the amount of any payment due from any Householder to the Company such dispute shall be referred to the auditors of the Company hereunder for the time being whose decision (other than as to matters of law) shall be final and binding upon each of the parties hereto (save in cases of manifest error)

4. The parties hereto hereby apply to the Registrar to enter upon the Register of Title of each of the Householder' s Properties such of the covenants herein contained as shall be capable of registration

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

THE FIRST SCHEDULE

[A list of householders appears here in the original document]

THE SECOND SCHEDULE

The Company will at all times hereafter maintain and keep in good order repair and condition

(a) the roadways and pathways forming part of the Common Property; and

(b) the sewers drains wires pipes cables and other conduits running under over or through the Common Property

2. The Company will at all times hereafter tend the garden and lawn areas forming part of the Common Property and will apply the principles of good husbandry

3. The Company will provide all necessary machinery and equipment and manpower (whether by way of employees or by way of independent contractors or otherwise) in order to fulfil its obligations as set out in paragraphs 1 and 2 of this Schedule

4. The Company will pay all outgoings of whatsoever nature relating to the Common Property

5. The Company will effect all necessary third party liability insurances in respect of the Common Property

6. The Company will use all reasonable endeavours to enforce the covenants on the

part of each of the Householders contained in the Third Schedule hereto

7. The Company shall comply with the responsibilities and obligations on its part as set out in the Fourth Schedule hereto

THE THIRD SCHEDULE

1. To pay and contribute to the Company 3.125% of the service charge in accordance with the provisions for payment set out in the Fourth Schedule hereto
2. To keep the exterior of the Householder's Own Property in good and substantial repair and condition and decoration
3. Not to erect any temporary building of any kind upon the Householder's own Property and not to place or use or allow to be permitted on the Householder's Own Property or on any part thereof any temporary building caravan house on wheels or other chattel adapted or intended to be used as a dwelling or sleeping apartment
4. Not to erect any additional building upon or change the outside appearance of the Householder's Own Property or any part thereof without the prior written consent of the Company (not to be unreasonably withheld) and which consent shall be given provided that in the reasonable opinion of the Company such proposed building or such change in outside appearance shall not be out of character with or detrimental to the value of the Householders Properties in the vicinity
5. Not to erect upon the Householder's Own Property any hoardings or advertisements (except ordinary and usual advertisements that the property is to be let or sold)
6. Not to carry on or permit to be carried on upon the Householder's Own Property any trade manufacture or business which may be or become a nuisance annoyance or disturbance to other Householders
7. Not to alter the external colour scheme of the Householder's Own Property without the prior written consent of the Company
8. Upon a transfer of the Householder's Own Property to procure that the person to whom the property is so transferred enters into Covenants and obligations with the Company in the form of those contained at Clause 2 and the Third Schedule of this Deed (mutatis mutandis)
9. To keep those parts of the Householder's Own Property and garden which may be open to public view in a clean and tidy condition.
10. To keep in a good state of repair all fences walls hedges and other enclosures for which the Householder is responsible.

THE FOURTH SCHEDULE

Service Charge Provision

1. Before or as soon as may be practicable after the beginning of each of the Company's Accounting Years the Company shall prepare or cause to be prepared an estimate of the Service Charge for such accounting year and shall deliver to the Householder a certificate ("the Estimate Certificate") of the Service Charge payable during such Accounting Year and the payment due in respect of the service charge for such year by the Householder ("the Householder Payment")
2. The Householder Payment shall be paid by twelve equal instalments on the first day of each month throughout each of the Company's Accounting Years **PROVIDED ALWAYS** that if the Estimate Certificate shall not have been delivered prior to the first such payment becoming due such payment shall be due within 30 days after the delivery of the Estimate Certificate
3. As soon as shall be practicable after the end of each of the Company's Accounting Years the Company shall produce an Account showing the actual amount of the Service Charge for such year and shall deliver to each Householder a Certificate ("the Account Certificate") showing the amount of the Service Charge for such year and the amount payable by such Householder in respect of the Service Charge ("the Householder's Share")
4. In the event that the Householder's Share in respect of any of the Company's Accounting Years shall exceed the Householder Payment the balance of the Householder's Share over and above the Householder Payment shall be payable by the Householder to the Company within fourteen days after the date of delivery of the Account Certificate
5. In the event that the Householder's Share in respect of any of the Company's Accounting Years shall be less than the Householder Payment for such Accounting Year the Company may at its discretion either carry forward the amount of any overpayment to provide for future expenditure and retain such overpayment or the Company may permit the Householder to set off the amount of overpayment against any subsequent payment due from the Householder in respect of the Service Charge

EXECUTED as a DEED by

Winchfield Court Residents Limited in the presence of

Director

Secretary

Signed and dated as a Deed by [all the householders in the original document]

THE COMMON PROPERTY 1



