

LP

IN THE HIGH COURT OF JUSTICE

CHANCERY DIVISION (GROUP B)

MR JUSTICE FOSTER

31st JULY 1974

Re TEMPLEMERE ESTATE
OATLANDS DRIVE WEYBRIDGE
SURREY

Re LEASEHOLD REFORM ACT
1967

DUPLICATE

O R D E R

DEBENHAM & CO
20 Hans Road
Knightsbridge
London SW3 1RT



50p

THIS DEED made the *Thirteenth* day of *February* One thousand nine hundred and seventy-five



BY TEMPLEMERE RESIDENTS SOCIETY LIMITED a Society registered under the Industrial and Provident Societies Act 1893 whose registered office is situate at 20 Hans Road Knightsbridge London SW3 1RT (hereinafter called "the Society") -----

S U P P L E M E N T A L to :-

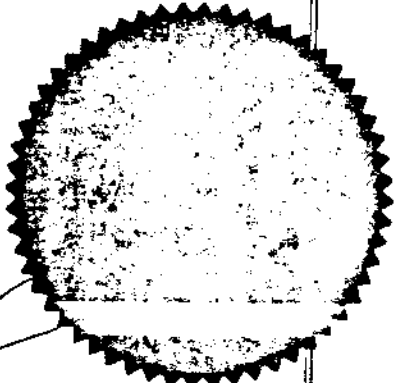
(A) A Scheme approved by the High Court of Justice (Chancery Division) on the Third day of December One thousand nine hundred and seventy-four under Section 19 of the Leasehold Reform Act 1967 in proceedings entitled in the matter of the Templerere Estate Oatlands Drive Weybridge Surrey and in the matter of the Leasehold Reform Act 1967 the reference to the record whereof is 1970 T.No. 3101 and -----

(B) A Deed dated the *Thirteenth* day of *February* One thousand nine hundred and seventy-five and made between SRL Investments Limited of the one part and the Society of the other part -----

W I T N E S S E T H that the Society HEREBY COVENANTS with the owner or owners for the time being of lands and property at present known as Templerere Estate Oatlands Drive Weybridge Surrey to the intent that the benefit of this covenant may be annexed to and run with each and every part of such lands and property to observe and perform the obligations on the part of the Society contained in the said Scheme AND HEREBY ACKNOWLEDGES the right of such owner or owners to the production of this Deed (the possession of which is retained by the Society) and to delivery of copies thereof -----

I N W I T N E S S whereof the Society has caused its Common Seal to be hereunto affixed the day and year first above written -----

THE COMMON SEAL of TEMPLEMERE)
RESIDENTS SOCIETY LIMITED was)
hereunto affixed in the presence)
of :-)



Committeeman. *A. Smith*

DATED 13th February 1975

SRL INVESTMENTS LIMITED

- to -

TEMPLEMERE RESIDENTS

SOCIETY LIMITED

D E E

transferring management powers

DATED *13th February*

1975.

TEMPLEMERE RESIDENTS

SOCIETY LIMITED

DEED OF COVENANT



MR EDWARDS

REGISTRAR

08.245



IN THE HIGH COURT OF JUSTICE
CHANCERY DIVISION (GROUP B)

1970 T 3101

MR JUSTICE FOSTER at Chambers

WEDNESDAY the 31st day of JULY 1974

IN THE MATTER of the TEMPLEMERE ESTATE OATLANDS
DRIVE WEYBRIDGE SURREY

and

IN THE MATTER of the LEASEHOLD REFORM ACT 1967

UPON THE APPLICATION of S R L Investments
Limited and Templemere Residents Society Limited
by Originating Summons dated 8th October 1970

AND UPON HEARING Counsel for the Applicants

AND UPON READING an Affidavit of Isobel

Frances Baird an Affidavit of Geoffrey Poulson
Townsend and an Affidavit of Patricia Anne Lewin
all filed this day and the exhibits therein

respectively referred to exhibit GPT3 to the
second mentioned Affidavit containing inter alia
a copy of a Certificate dated 16th October 1969
of the Minister of Housing and Local Government
given pursuant to Section 19 (1) of the Leasehold
Reform Act 1967

AND the Applicants by their Counsel consenting
to the Scheme annexed hereto

THE JUDGE being of opinion that the said
Scheme is fair and practicable and does not give
the Landlords a degree of control out of
proportion to that previously exercised by them
or to that required for the purposes of the said
Scheme DOETH in pursuance of the provisions of Section
19 of the Leasehold Reform Act HEREBY APPROVE the

3322

said Scheme

AND THE COURT DOETH ORDER that the Applicants
do register the said Scheme as a Land Charge under
the Land Charges Act 1972

M.S.E

1. THE expression "this Scheme" includes the Schedule to this Scheme
2. IN this Scheme:
 - (a) "the plan" means the plan annexed to this Scheme
 - (b) "the estate" means the land situate at Templemere Estate, Oatlands Drive, Weybridge, Surrey, as shown edged red on the plan and includes buildings and all other things at any material time annexed to the land or forming part of it
 - (c) "the grounds" means all parts of the estate not forming part of any residential building garage or curtilage of a dwelling
 - (d) "the landlord for the time being" means SRL Investments Limited whose registered office is at 17/18 Dryden Court Parkleys Ham Common Richmond Surrey and (where the context admits) includes the agents of the landlord for the time being
 - (e) "enfranchised property" means any property comprised in the estate of which the freehold interest shall have been acquired from the landlord for the time being or the successors in title of the landlord for the time being to that freehold interest (whether or not acquired pursuant to the Leasehold Reform Act 1967 and whether or not the persons so acquiring the freehold interest shall have been entitled to a leasehold interest in such property) other than the parts of the estate used in common by the occupiers thereof and "enfranchised properties" shall have a corresponding meaning
 - (f) "the Owner" means the person or persons from time to time entitled to the freehold interest in an enfranchised property including (where the context so admits) any person interested in such enfranchised property through or under him or occupying the same or any part thereof
 - (g) "the house" means any house situated on enfranchised property
 - (h) "the additional garages" means garages numbered 68 to 79 (inclusive) on the Plan and "additional garage" shall have a corresponding meaning
 - (i) "the enfranchised additional garage" means any additional garage situated on enfranchised property (including the land on which such garage is erected)
 - (j) "the original garage" means any garage (not being one of the additional garages) situated on enfranchised property
 - (k) "the premises" means the house and the plot of land on part of which the house is erected and the original garage and the land on which the original garage is erected

(1) "the Society" means Templemere Residents' Society Limited a Society registered under the Industrial and Provident Societies Act 1893 whose registered office is situate at ~~22 Old Burlington Street - London W1X 2AS~~ 20 Hans Road, Knightsbridge London SW3 1RT

(m) "the operative date" means the date of the registration of this Scheme as a local land charge

(n) Any reference to a provision clause or schedule without reference to the document of which it forms part is a reference to the provision clause or schedule contained in this Scheme

3. WITHIN seven days of the date of ^{entry of} an Order of the High Court of Justice approving this Scheme the Landlord for the time being shall:

(1) register this Scheme as a local land charge and

(2) immediately after such a registration execute a deed in the form of exhibit "IEB 9" to the affidavit sworn herein by Isobel Frances Baird on the seventh day of December One thousand nine hundred and seventy ~~three~~ to which this Scheme is exhibit "IEB 7", transferring all of the powers and rights conferred by this Scheme on the landlord for the time being to the Society

4. AS from the operative date:

(1) the Owner of enfranchised property shall be bound by the obligations imposed on him by this Scheme in the manner indicated by paragraph (a) of sub-section (10) of Section 19 of the Leasehold Reform Act 1967

(2) the said obligations shall be enforceable by the landlord for the time being in the manner indicated in the said paragraph (a) and the landlord for the time being shall have the charge and the powers and remedies for enforcement thereof conferred by sub-section (8) of the said Section 19 and by this Scheme

(3) on execution of the deed referred to in Clause 3 (2) above the expression "the landlord for the time being" in sub-section (10) of the said section and in paragraph (2) of this Clause 4 shall (pursuant to sub-section (7) of the said Section 19) have effect as a reference to the Society and all the powers and rights conferred by this Scheme on the landlord for the time being shall accordingly be transferred to and become exercisable by the Society

5. THE provisions of this Scheme shall extend and apply to all enfranchised properties

6. This Scheme may at any time be terminated and may from time to time be varied in whole or in part by the High Court upon an application made by the Society.

(a)

or (b) by or on behalf of not less than twenty per cent of the owners of enfranchised property or four such owners whichever is the greater

THE SCHEDULE

Part 1

Owner's obligations
as to the premises

1. The Owner shall:

(1) Pay all rates (including water rates) taxes charges and other outgoings whatever at any time payable in respect of the premises

(2) Keep the premises in good tenantable repair and in particular forthwith replace any broken or displaced window glass with glass of the same type as that originally fixed or of a type approved by the Society and maintain the walls and fences shown on the plan by a "T" mark on the inside of the premises

(3) Within six months after any failure by the Society in the observance of the provisions of sub-clause (2) of Clause 3 of this Schedule perform in place of the Society any of the obligations set out in that sub-clause remaining unperformed

UNLESS the failure has been remedied by the Society/*

(4) Make good within three months or sooner if necessary any default or defect in repair or decoration for which the Owner is responsible and of which the Society has given notice in writing

**approved

(5) Keep the Society and the Owner fully insured in respect of the premises with a company ~~and through an agency nominated~~ by the Society against loss or damage by fire and all other risks normally coverable under a property owner's comprehensive insurance policy

AND forthwith make good any such loss or damage

(6) Indemnify the Society against any sum expended in remedying any default or defect in repair or decoration for which the Owner is responsible

(7) (a) Not ^ttransfer or assure any interest in the premises (i) other than the whole of the fee simple in the whole of the premises (ii) otherwise than to a person who at the same time acquires the Owner's share in the Society (iii) without at the same time assigning to that person the benefit of the covenants set out in Part 3 of this Schedule

(b) Not create any tenancy or other occupancy of the premises or any part of the premises

PROVIDED THAT the whole of the house may be let on a furnished tenancy for a period not exceeding three years in any period of four years or such further period as may be approved by the Society

AND PROVIDED ALSO THAT the Owner may create a demise by way of mortgage or charge

(c) within two months of any transfer ~~mortgage charge~~ or devolution of the Owner's interest in the premises give notice of it in writing to the Society and pay a fee of Two Guineas (£2.10) to the Society for the registration of the notice

(8) Observe the regulations set out in Part 5 and cause them to be observed by all persons authorised by the Owner expressly or by implication to be on the estate

(9) Pay the Society by equal instalments in advance on the usual quarter days a yearly sum to be determined by the Society in accordance with its rules

(10) Forthwith upon any transfer of the Owner's share in the Society lodge the transfer with the Society for registration

Part 2

Owner's obligations as to the enfranchised additional garage

2. The Owner shall:

(1) Pay all rates taxes charges and other outgoings payable in respect of the enfranchised additional garage

(2) Pay on demand one twelfth part of the annual water rate payable in respect of the additional garages

(3) Pay for electricity by means of a slot meter installed in the enfranchised additional garage

(4) Keep the enfranchised additional garage in tenantable repair

(5) Indemnify the Society against one twelfth part of the cost incurred by the Society in painting the exterior of the doors and door frames of the additional garages in One thousand nine hundred and seventy-five and subsequently in every third year

(6) Indemnify the Society against any sum expended in remedying any default or defect in repair or decoration for which the Owner is responsible

(7) Keep the Society and the Owner fully insured in respect of the enfranchised additional garage against loss or damage by fire and all other risks normally coverable under a property owner's comprehensive insurance policy

(8) Keep the doors of the additional enfranchised garage closed except when opened for the purpose of access

(9) Not damage or save as aforesaid make any alteration to the construction or appearance of the enfranchised additional garage

(10) Not let the enfranchised additional garage to or permit its use by any person not living on the Estate

(11) Not transfer the enfranchised additional garage otherwise than to a member of the Society or to a person who at the same time acquires the Owner's share in the Society

(12) Within two months of any transfer or devolution of the Owner's interest in the enfranchised additional garage give

notice of it in writing to the Society and pay a fee of Two Guineas (£2.10) to the Owner for the registration of the notice

Part 3

The Society's obligations as to the house and premises

3. The Society shall:

(1) Cause the outside of all windows on the estate to be cleaned once a month

(2) In One thousand nine hundred and seventy-~~two~~^{five} and subsequently in every third year wash stop and paint with three coats of first quality proprietary paint or otherwise cover with an appropriate decorative finish the surface of all parts of the exterior of the house and the original garage originally or usually so covered

SO THAT the colours and materials used shall be the same as those originally applied or as approved by the Society in general meeting

(3) Keep in good repair and clean condition and replace whenever necessary all structures including the television aerial and other things forming part of the estate and not liable to be repaired by any Owner or Leaseholder

(4) Keep the grounds in good order and properly lighted and in particular renew whenever necessary all parts of walls and fences not liable to be maintained by any Owner or Leaseholder and all shrubs and other plants with replacements of the same type as those originally provided or of a type approved by the Society and prevent trees from becoming a nuisance or danger

(5) Maintain the estate substantially in the form in which it is now laid out and save as aforesaid not without the consent of the Society ~~cause or permit~~ any alteration to be made to the estate whether by the erection of structures or otherwise
in general meeting

(6) Make good within three months or sooner if necessary any default or defect in repair or decoration for which the Society is responsible and of which not less than ~~ten Owners~~ give notice in writing twenty per cent of the owners and Leaseholders

(7) Keep the Society and each of its members insured against all liability arising out of any claim made in respect of injury to persons or property (whether on the estate or adjacent land) resulting from the condition of anything forming part of the estate at any material time (including all roots of trees) or from the negligence of any person employed by the Society

(8) Produce whenever reasonably required to the Owner the policies of insurance and proper evidence of the payment of the current premiums in respect of any insurance agreed to be effected by the Society

(9) Not withhold membership of the Society from the Owner

Part 4

The Society's obligations as to the enfranchised additional garage

4. The Society shall in One thousand nine hundred and seventy-~~two~~^{five}

and subsequently in every third year paint the exterior of the door and door frame of the enfranchised additional garage

Part 5

Regulations

5. (1) Nothing shall be done or omitted to be done anywhere on the estate that may cause inconvenience or annoyance to any resident on the estate or to the neighbourhood and the generality of this regulation shall not be restricted by any other regulation.
- (2) Nothing shall be done in contravention of any bye-laws that may be made from time to time by the Society with regard to the use of the grounds.
- (3) Nothing shall be done that may alter the construction or external appearance of or damage the house or any other part of the estate whether by the erection of structures (including any aerial) or otherwise.
- (4) No vehicle shall be ridden or driven on any part of the estate other than the roads and car parks.
- (5) No vehicle shall be parked within the estate otherwise than in a garage or car park.
- (6) No vehicle shall remain in a car park for longer than is reasonable having regard to the requirements of other persons nor shall any vehicle remain so parked overnight unless the private car of a temporary visitor to the estate.
- (7) No sign or advertisement of any sort shall be displayed anywhere on the estate except that the name of the Owner (without any description of the Owner's profession or business) may be displayed at the entrance to the house in a style approved by the Society.
- (8) No washing shall be hung out on any Saturday Sunday or public holiday nor on any other day after 4 p.m. or at a height greater than 5 feet 6 inches above ground or at any time otherwise than within the area shown shaded on the plan.
- (9) No wireless or other electrical reproducer shall be played in the house in such a manner as to disturb any person (whether through failure to confine the sound or for any other reason) nor at any time in the garden or any part of the estate outside a house nor shall undue disturbance be caused by singing or the playing of musical instruments *or garage.
- (10) No person of drunken or immoral habits shall reside in the house.
- (11) The house shall not be used otherwise than as a private dwelling in one single or family occupation.

Part 6

Expenses and General

6. The Owner shall pay to the Society all costs charges and expenses (including legal costs and fees payable to a surveyor) incurred by the Society by reason of any default of the Owner in complying with the terms of the Scheme in connection with any acts or things required or reasonably to be done by the Society by virtue of this Scheme specifically in relation to the

inspection of the enfranchised property or any part thereof the drawing up of schedules of dilapidations and notices and any inspection to ascertain whether any notice has been complied with

7. For the avoidance of doubt it is declared that all work agreed to be performed in this Schedule shall be performed in a workmanlike manner

8. Any demand for payment notice or other document shall be sufficiently given if sent by registered letter or by recorded delivery addressed by name to the person to be served at the last known place of abode or business of that person (and not returned through the post office undelivered) or if left at that place AND any such document sent in this manner shall be assumed to have been delivered in the usual course of the post

Part 7

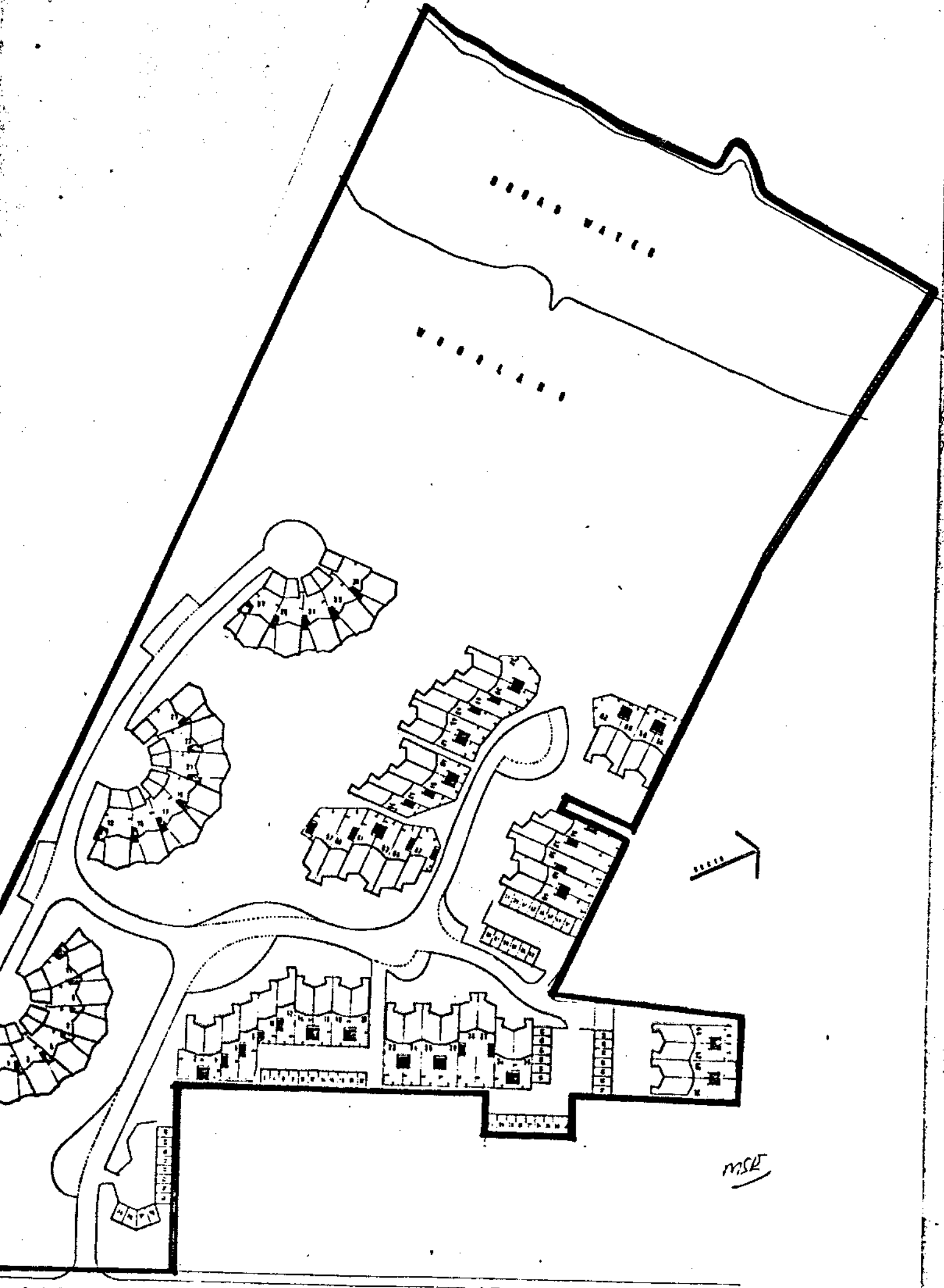
Enforcement

9. Any sums which shall have become payable by the Owner to the Society under any of the provisions of this Scheme and which shall remain unpaid for Twenty-one days after the same shall have become due shall be recoverable by action as ordinary civil debts and shall also be charged on the enfranchised property and for the purpose of enforcing such charge (hereinafter called a "Scheme Charge") the Landlord for the time being shall have the same powers and remedies under the Law of Property Act 1925 as if it were a mortgagee by deed having powers of sale and leasing and of appointing a receiver PROVIDED THAT whenever money is advanced (whether or not by further advance) or re-advanced on the security of the estate or interest of the Owner of enfranchised property any charge securing such an advance or re-advance shall take effect in priority to the Scheme Charge in question.

V G K Kelly

msd

TEMPLEMERE



MSE