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CHISWICK STAITHE MANAGEMENT SCHEME

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Part 1

1. Definitions

1.1 In this Management Scheme the following expressions shall have the following meanings :

“Chiswick Staithe Estate” means the private residential estate comprising 69 houses and Common Parts shown outlined red on the plan annexed hereto.

“Chiswick Staithe Limited” means the company incorporated under the laws of England and Wales with registered number 2314270 whose registered office is 247 Gray’s Inn Road London WC1X 8Q2

“Common Parts” means all those parts of Chiswick Staithe Estate owned by Chiswick Staithe Limited not falling within the curtilage of any houses situated within the Chiswick Staithe Estate and for the avoidance of doubt but without limitation including:

- a) that part of the river wall forming the boundary of such parts with the River Thames;
- b) all sewers drains conduits water gas electricity supply pipes cables lines or wires meters and all other services within such parts not adopted by a statutory supplier or local authority

c) the garden storehouse
situated under part of the
property known as 57
Chiswick Staithe

and for identification purposes only
shown edged blue on the plan
annexed hereto.

“Design Guidelines”

means the design assessment and
policy guidelines commissioned by
Chiswick Staithe Limited and
prepared by Acanthus Lawrence &
Wrightson Architects and dated 2
April 2002 as may be varied
amended or replaced by Chiswick
Staithe Limited from time to time in
full consultation with the Freehold
Owners.

“Freehold Owners”

means the owners for the time being
of the freehold of the whole or part of
a house situate within Chiswick
Staithe Estate in respect of which a
tenant under a long lease has
acquired the freehold pursuant to the
Leasehold Reform Act 1967 or
otherwise unless such owner shall
subsequent to such acquisition have
created a long lease in respect of any
such house or any part thereof in
which case the lessee for the time
being under such long lease shall be
the Freehold Owner in respect of the
house or such parts thereof as are the
subject of his lease and such owner

	shall remain the Freehold Owner in respect of such parts (if any) of the house as are not within any such lease and for the purposes of clauses 3.2, 3.3, 3.4, 3.5 and 3.7 of this Management Scheme the expression Freehold Owner shall include any Sub-Lessee. For the purposes of this definition a long lease means a lease granted for a term of years certain exceeding twenty-one years, whether or not the lease is (or may become) terminable before the end of that term by notice given by or to the lessee or by re-entry, forfeiture or otherwise
“Green Areas”	means those areas of the Common Parts predominantly set out as lawns and gardens used for the amenity of the Residents and for identification purposes only shown shaded green on the plan annexed hereto
“Freehold Owners Proportion”	means the proportion of the Service Charge determined pursuant to clause 5.1
“Management Scheme”	means this Management Scheme made pursuant to Section 19 of the Leasehold Reform Act 1967 and as varied pursuant to Section 75 of the Leasehold Reform, Housing and Urban Development Act 1993
“Original Management Scheme”	means the management scheme made on 19 February 1974 under Section 19 of the Leasehold Reform Act 1967

	as described in clause 2.1
“Reserve Fund”	means a fund created pursuant to clause 4.10 and maintained out of the Service Charge to provide a reserve of funds for items of future expenditure to be or expected to be incurred at any time in connection with the management of Chiswick Staithe Estate and the Common Parts and incurred or to be incurred by Chiswick Staithe Limited in carrying out its powers and duties contained in clause 4.
“Residents”	means the Freehold Owners and the Sub-Lessees
“Service Charge”	means the amount levied on the Freehold Owners pursuant to clause 5 by Chiswick Staithe Limited to meet the costs of carrying out its powers and duties set out in clause 4 of this Management Scheme and generally managing and administering this Management Scheme.
“Sub-Lessee”	means all persons occupying or entitled to occupy a house (or part of a house) situated on Chiswick Staithe Estate who are sub-lessees tenants or licensees of any Freehold Owner

- 1.2 In this Management Scheme words importing one gender shall be construed as importing any other gender and words importing the singular shall be construed as importing the plural and vice versa.

Part 2

2. Recitals

Whereas

- 2.1 By order of Mr Justice Goulding sitting in the Chancery Division of the High Court of Justice on 19 February 1974 following an application by Chiswick Strand Developments Limited the owners in fee simple of Chiswick Staithe Estate the Original Management Scheme was made under Section 19 of the Leasehold Reform Act 1967 in order to maintain adequate standards of appearance and amenity and regulate redevelopment of Chiswick Staithe Estate. Chiswick Staithe Limited subsequently acquired all interests that Chiswick Strand Developments Limited had in Chiswick Staithe Estate and took a transfer of all of its rights powers and duties conferred by the Original Management Scheme.
- 2.2 Chiswick Staithe Limited and the Freehold Owners are desirous of amending and updating the Original Management Scheme by substituting this Management Scheme for the Original Management Scheme.
- 2.3 This Management Scheme is made pursuant to Section 19 of the Leasehold Reform Act 1967 and varied pursuant to Section 75 of the Leasehold Reform, Housing and Urban Development Act 1993 in order to confer on Chiswick Staithe Limited such rights and powers as are contemplated by Section 19(1) of the Leasehold Reform Act 1967.

Part 3 - Main Operative Clauses

This Management Scheme provides as follows:

3 Obligations of the Freehold Owners

3.1 Each Freehold Owner shall

3.1.1 pay to Chiswick Staithe Limited the Service Charge in accordance with the provisions of clause 5

3.1.2 as often as may be necessary and at least once in every five years paint all such external parts of their respective properties as have been previously painted with two coats of good quality white paint or a tint or colour previously approved in writing by Chiswick Staithe Limited

3.1.3 at all times keep the roof and outside walls of every building which is now or may be at any time erected on their respective properties (including any garages in the ownership of any Freehold Owner) and the external doors and windows and the fences sewers drains and appurtenances thereof in a good and tenantable state of repair and condition and in accordance with the Design Guidelines, and in particular:

- (i) in the case of the Freehold Owner of Number 16 Chiswick Staithe maintain in a proper state of repair and condition the paved terrace and roof structure forming part of the ownership of their property and situate over the garages and cloakroom so as to afford shelter and protection to the said garages and cloakroom as the case may be
- (ii) in the case of the Freehold Owners of Numbers 33 and 34 Chiswick Staithe maintain in a proper state of repair and condition the paved terrace, roof structure and terrace room forming part of the ownership of their respective properties and situate over the mews garages so as, in each case, to afford shelter and protection to the said garage or garage and cloakroom as the case may be.

- (iii) in the case of the Freehold Owners of Numbers 1, 2, 3, 4, 5, 6, 7, 8, 58, 59, 60, 61, 62, 63, 64, 65, 66 and 67 maintain in a proper state of repair and condition that part of the river wall which forms the boundary between their property and the River Thames,

Provided Always that in respect of the dustbin recess forming part of any property owned by a Freehold Owner over which rights have been granted to any occupier or adjoining property such Freehold Owner shall not be liable hereunder to contribute more than one equal moiety of the cost of maintaining and repairing the said dustbin recess and shall not be liable for any part of the cost of decorating the door or interior of such recess.

- 3.1.4 at all times maintain the garden and external areas (if any) forming part of their respective properties in good order and properly planted and observe and comply with the provisions of all orders and directions of any local or other competent authority from time to time in force relating to any tree or trees from time to time growing on their respective properties

- 3.1.5 at all times comply with such rules for the use of the Green Areas as shall be made from time to time by Chiswick Staithe Limited under clause 4.5

- 3.1.6 ensure that in any tenancy or lease granted by a Freehold Owner there is included a provision stipulating that the tenant or lessee as the case may be shall comply in all material terms with the content of this clause 3 other than clauses 3.1.1, 3.6 and 3.8

- 3.2 No Freehold Owner shall:-

- 3.2.1 Use any building which is now or at any time shall be erected on their respective properties or any part thereof or permit or suffer the same to be

used for any purpose other than as a single private dwelling house with a garage belonging thereto in the occupation of one family.

3.2.2 Do or permit or suffer to be done on their respective properties or the Common Parts or on any part thereof respectively any act or thing which shall or may be a nuisance damage annoyance or inconvenience to Chiswick Staithe Limited or the Residents or occupiers of any adjoining or neighbouring property and in particular but without derogating from the generality of the foregoing provision no Freehold Owners shall do or permit or suffer to be done any of the following acts (namely):-

3.2.2.1 the pouring of petrol oil or any other inflammable substance down the drains of the garage or any other building or the surface water drains of the Common Parts;

3.2.2.2 the discharge directly or indirectly into the surface water drains of the Common Parts of any detergent or emulsifier (but so that this provision shall not prevent the washing in an ordinary and reasonable place and manner of any motor vehicle normally kept upon the respective properties of the Freehold Owners);

3.2.2.3 the display of washing in such a way that the same is visible from outside their respective properties;

3.2.2.4 the erection of any radio or television aerial, satellite dish or other telecommunication or receiving equipment in such a manner that the same is visible from outside their respective premises;

3.2.2.5 the playing of any radio, musical instrument or other mechanical or electrical contrivance in any part of the Common Parts without the prior written consent of Chiswick Staithe Limited;

- 3.2.2.6 the exercising of dogs in the Common Parts without leads or allowing dogs or other pets to foul the Common Parts;
- 3.2.2.7 the placing of any builder's skips or other receptacle for building waste on the Common Parts without the prior written consent of Chiswick Staithe Limited
- 3.2.2.8 the placing or attachment of more than one estate agent's sign advertising that the property is for sale or for let at any one time
- 3.2.3 At no time leave or park or suffer to be left or parked a motor cycle or motor vehicle on the Common Parts other than a private motor cycle or private motor vehicle or a commercial vehicle not exceeding 2000kg unladen weight and in each such case which is taxed and in a roadworthy condition and which is parked in accordance with the following conditions:
 - 3.2.3.1 All vehicles parked on the Common Parts shall be parked in a car parking bay or area and in such manner that they do not result in any part of the Common Parts or access to any dwelling being obstructed
 - 3.2.3.2 No repairs shall be carried out to any vehicle parked on the Common Parts
- 3.2.4 At any time without the previous licence in writing of Chiswick Staithe Limited pull down demolish or permit or suffer to be pulled down or demolished any building which is now or shall hereafter be erected on their respective properties or make or permit or suffer to be made any alteration in the external construction height roof walls elevation or architectural appearance of any such building or erect or permit or suffer to be erected on their respective properties or any part thereof any new building extension or conservatory except in accordance with plans which shall have been previously approved by Chiswick Staithe Limited but so that such licence by

or approval on the part of Chiswick Staithe Limited shall not be unreasonably withheld in the case of a proposal which complies with the Design Guidelines.

3.3 Each Freehold Owner will permit Chiswick Staithe Limited its agents and servants with or without workmen at all convenient times on 7 days prior written notice (except in cases of emergency) to enter into and upon their respective properties and to examine the state of repair and condition thereof (so far as is necessary to establish whether or not the Freehold Owner has fulfilled his obligations under clauses 3.1.2, 3.1.3, 3.1.4 and 3.2.4) and each Freehold Owner will repair and make good all defects of which notice in writing shall be given by Chiswick Staithe Limited to him and which the Freehold Owner shall be liable to repair and make good under the provisions of this Management Scheme within the period of three months after the giving of such notice or sooner if necessary.

3.4 If any Freehold Owner shall at any time make default in performing any of the obligations imposed on him under this Management Scheme relating to the repair or maintenance of his property (including any garden forming part of such property) such Freehold Owner (whether or not the Freehold Owner is in default) will permit Chiswick Staithe Limited on 7 days prior written notice (except in cases of emergency) to enter upon the said property and repair or maintain the same at the expense of the Freehold Owner in default and the Freehold Owner in default will on demand repay to Chiswick Staithe Limited the cost of such repairs.

3.5 Each Freehold Owner will permit Chiswick Staithe Limited and the Freehold Owners or occupiers from time to time of any adjoining property and their respective agents servants and workmen at any convenient time on giving a

minimum 7 days written notice (except in the case of emergency) to enter upon his property for the purpose of preparing and executing repairs to or alterations of or rebuilding any building from time to time erected on such adjoining property Chiswick Staithe Limited or such Freehold Owners or occupiers causing as little damage as possible and making good to the Freehold Owner all damage thereby occasioned.

- 3.6 Each Freehold Owner will at all times keep insured against loss or damage by fire and all other peacetime insurable risks all buildings from time to time erected on his property in the full value thereof with a reputable insurance company or office and will whenever required produce to Chiswick Staithe Limited or its agent the policy of every such insurance and the receipt of the last premium payable in respect thereof and in case any such building shall at any time be destroyed or damaged by fire or from any other cause then and as often as the same shall happen all monies received in respect of such insurance shall as soon as possible be laid out in rebuilding or otherwise reinstating the same premises in a good and substantial manner under the direction of the Surveyor for the time being of Chiswick Staithe Limited according to the same plan and elevation as those of the building so destroyed or damaged or in such other manner as shall previously be approved in writing by Chiswick Staithe Limited (such approval not to be unreasonably withheld in the case of a proposal which complies with the Design Guidelines) and in case the monies received in respect of such insurance shall be insufficient for that purpose the Freehold Owner will make good the deficiency out of the Freehold Owner's own monies.

- 3.7 Each Freehold Owner will forthwith give notice to Chiswick Staithe Limited of any notice or order or proposals for a notice or order relating to their property served under any statute order or regulation on such Freehold Owner and will if so required by Chiswick Staithe Limited in writing produce the same to Chiswick Staithe Limited.
- 3.8 Each Freehold Owner will within two months following the execution of any Transfer or Assignment or any grant of probate or Letters of Administration or Order of the Court or other act or event effecting a Transfer or devolution of any interest of the Freehold Owner in his property or any part thereof give notice in writing to Chiswick Staithe Limited or its Solicitors for the time being of such transfer assignment grant order act or event and of the name and address of the person or persons by whom the same shall have been acquired and in case the same shall have been acquired under or by virtue of some instrument produce such instrument to Chiswick Staithe Limited or such Solicitors and pay to Chiswick Staithe Limited or to its Solicitors its reasonable costs and expenses in registering such notice.
- 3.9 Every wall and fence which shall from time to time separate the respective properties of the Freehold Owners from any adjoining property belonging either to Chiswick Staithe Limited or any other Freehold Owner within the said land shall in the absence of any contrary indication or evidence be deemed to be a liability shared by the relevant adjoining Freehold Owners.

4 Powers and Duties of Chiswick Staithe Limited

- 4.1 Chiswick Staithe Limited shall enforce the provisions of the Management Scheme against each and every Resident by such means as it considers

appropriate, including legal proceedings when it considers such proceedings are reasonable and necessary.

- 4.2 If any Freehold Owner shall make a complaint in writing to Chiswick Staithe Limited of a breach of the provisions of this Management Scheme by any other person Chiswick Staithe Limited shall (a) consider the complaint and any written representations made in support of it by the complainant or any other person, (b) investigate whether there has been a breach of the provisions of the Management Scheme, (c) if satisfied that there has been such a breach take such action, if any, as it considers appropriate to enforce or secure compliance with the provisions of the Management Scheme.
- 4.3 Chiswick Staithe Limited undertakes in favour of each Freehold Owner to enforce any covenant against any person owning an interest in or occupying any property within the said land provided (a) it is a covenant which Chiswick Staithe Limited has the benefit of either as owner of the Common Parts or as landlord of any leasehold properties situated on the Chiswick Staithe Estate or pursuant to this Management Scheme and (b) it is a covenant which Chiswick Staithe Limited is legally entitled to enforce against the other owner or occupier, and (c) the Freehold Owner indemnifies Chiswick Staithe Limited against all costs and expenses which shall be incurred by Chiswick Staithe Limited in connection with such enforcement and provides such security for the payment of such costs and expenses as Chiswick Staithe Limited may reasonably require.
- 4.4 Chiswick Staithe Limited shall (so far as it shall lie in its power) at all times keep the Common Parts in good order repair decoration and condition (including where appropriate carrying out works of improvement consistent

with the principles of good estate management and in accordance with the Design Guidelines) and (so far as the same shall from time to time consist of gardens) properly cultivated and in a tidy and proper condition and (so far as the same shall consist of roads or paths) properly lighted drained and surfaced and will pay all rates taxes and other outgoings (including all sums payable to the Port of London Authority) for which Chiswick Staithe Limited shall become liable in respect of the Common Parts or any of them or any part thereof respectively.

4.5 Chiswick Staithe Limited shall from time to time make such reasonable rules for the use of the Green Areas as it shall think fit in order to facilitate the use of the Green Areas by the use of all Residents and with a view to balancing the needs of those wishing to use the Green Areas as an informal recreation area with the needs of those Residents living in proximity to the Green Areas who have a requirement for reasonable and peaceful enjoyment and amenity of their properties.

4.6 Chiswick Staithe Limited shall appoint such contractors, agents and professionals as it may require in order to comply with its powers and duties contained in this clause 4 and shall further insure against any risks for which it may be liable as an employer of persons working or engaged in business in respect of any of the aforementioned powers and duties and the management of the Common Parts or as Chiswick Staithe Limited shall reasonably think fit.

4.7 Chiswick Staithe Limited shall insure and keep insured the Common Parts against such risks and in respect of such reasonable amounts as it in its discretion from time to time consider is appropriate and in addition Chiswick Staithe Limited shall be entitled to take out such insurance as it considers may

be necessary in order to cover the liability of Chiswick Staithe Limited as owner of the Common Parts in respect of any activities taking place therein.

4.8 Chiswick Staithe Limited shall arrange for the supply of such services as may be necessary to the Common Parts in respect of its maintenance obligations contained in this clause 4.

4.9 Chiswick Staithe Limited shall pay all interest costs and expenses that may be incurred by it in the event that it has to arrange a loan to meet the cost of any of its obligations under this clause 4 in the event that there are insufficient funds available in the service charge account from time to time

4.10 Chiswick Staithe Limited shall create and administer the Reserve Fund and maintain the Reserve Fund in a sum to be determined by Chiswick Staithe Limited from time to time in its reasonable discretion but such that the Reserve Fund shall not exceed at any time a sum equivalent to five times the aggregate total amount of the annual Service Charge from time to time.

5. Service Charges

5.1 Chiswick Staithe Limited shall not later than 31 March in each year prepare an account of the expenditure properly and reasonably incurred by it in administering this Management Scheme and carrying out its powers and duties contained in clause 4 for the year ending on the previous 31 December and shall apportion the expenditure equally between the Freehold Owners and shall send written notice to each Freehold Owner of the sum apportioned to him. Such sums shall be certified in writing by the Surveyor for the time being of Chiswick Staithe Limited whose certificate shall be conclusive and binding on the Freehold Owner PROVIDED THAT any Freehold Owner may from time

to time at the cost of such Freehold Owner require audited accounts showing such details of the expenditure as the Freehold Owner may require.

5.2 Each Freehold Owner shall pay to Chiswick Staithe Limited the Freehold Owners Proportion in the following manner:

5.2.1 in advance on the 24th day of June and the 25th day of December in every year one half of the Freehold Owners Proportion of the amount estimated from time to time by Chiswick Staithe Limited or its managing agents as the Service Charge for the year;

5.2.2 within 21 days after service by Chiswick Staithe Limited or its managing agents on the Freehold Owner of a certificate in accordance with clause 5.1 for the period in question the Freehold Owner shall pay to Chiswick Staithe Limited or its Managing Agents the balance by which the Freehold Owners Proportion received by Chiswick Staithe Limited from the Freehold Owner pursuant to clause 5.2.1 falls short of the Freehold Owners Proportion payable to Chiswick Staithe Limited as certified by the said certificate during the said period and any over payment by the Freehold Owner shall be credited against future payments due from the Freehold Owner to Chiswick Staithe Limited.

5.3 If at any time any person is a Freehold Owner of more than one of the houses within Chiswick Staithe Estate and governed by this Management Scheme then the Freehold Owners Proportion payable by such Freehold Owner shall be calculated in respect of each house so owned and as if there were a different Freehold Owner in respect of each such house and such persons shall pay separate sums under clause 5.2 in respect of each house of which he is a Freehold Owner.

- 5.4 The sums of money payable by any Freehold Owner under clause 5 shall be charged on the property of that Freehold Owner Provided Always that the charge arising under this clause shall be postponed to any legal charge or mortgage whether effected before or after the date on which this Management Scheme shall come into force and being a first charge by any Freehold Owner upon his property either registered at HM Land Registry or under which the chargee or mortgagee is entitled to possession of the title deeds and the owner of any such legal charge or mortgage shall have the right to make further advances to rank in priority to the charge arising under this clause.
- 5.5 In administering this Management Scheme and carrying out its powers and duties contained in clause 4 Chiswick Staithe Limited shall wherever appropriate fully consult with the Freehold Owners.

6 Miscellaneous Provisions

- 6.1 Where the consent of Chiswick Staithe Limited is required from time to time pursuant to this Management Scheme such consent shall only be valid if given in writing and signed by two directors and may at the discretion of Chiswick Staithe Limited be granted subject to conditions
- 6.2 The provisions, or any one or more of the provisions of this Management Scheme may be terminated or varied either permanently or temporarily or any part of the area covered by this Management Scheme may be excluded therefrom upon a change of circumstances making it appropriate with the approval of the Leasehold Valuation Tribunal (or such other judicial body having appropriate jurisdiction) upon application therefore being made by Chiswick Staithe Limited or by any Freehold Owner.

6.3 Chiswick Staithe Limited for the time being may by deed transfer all or any of the rights powers and duties conferred by this Management Scheme on Chiswick Staithe Limited for the time being with the consent of more than 50% of the freehold Owners to any local authority or any other body (whether or not constituted for that purpose).