

RANELAGH ROAD,
HAVANT

LANDSCAPE
MANAGEMENT AND
MAINTENANCE
PLAN

for

ACD
ENVIRONMENTAL

Ecology
Archaeology
Arboriculture
Landscape Architecture



Written By:	LS
Checked By:	AE
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1.0 Objectives

- 1.1 To ensure the successful planting operations, establishment and continued healthy growth through to maturity of the Trees, Shrubs and Grass.
- 1.2 To ensure the continued health and vigour of the existing trees and retained grassed areas.
- 1.3 To achieve a clean, tidy condition and appearance of all external areas.

2.0 Background Information

- 2.1 ACD Landscape Architects were commissioned in 2014 to prepare the following documentation:

- Tree Protection and Arboricultural Method Statement
- Soft Landscape Plan with Planting Specification
- Means of Enclosure Plan
- Boundary Screening Plan with Ecological Enhancement

- 2.2 The controlling Authority are Havant Borough Council, who should be consulted on any matters relating to existing trees and the approved ACD detailed landscape proposals for the scheme.

Address: **Havant Borough Council**
 Public Service Plaza
 Civic Centre Road
 Havant
 PO9 2AX

Phone no. **023 9244 6019**

3.0 Preliminaries

3.1 Any plants found to be defective during the agreed maintenance period of 5 years as a result of:

- failure
- poor materials
- lack of vigour
- being not in accordance with the specification

shall be replaced immediately, or in the next planting season, by the contractor at his own cost.

3.2 Failures of Plants (Pre-practical Completion): Any trees, shrubs, other plants other than those found to be missing or maliciously damaged which are found to be defective at practical completion of the entire project shall be replaced by the Contractor entirely at his own cost.

3.3 Malicious Damage or Theft prior to Practical Completion: All loss or damage arising from theft or malicious damage prior to practical completion of the entire project shall be made good by the Contractor at his own expense.

3.4 Post Practical Completion: The maintenance of trees, shrubs and grasslands after the date of practical completion will be carried out by the Contractor until the responsibility is transferred to the new owners or by the appointed management company.

3.5 Planting is best done between October and April. Container-grown plants can be planted any time of the year, but they need more watering if planted in spring or summer. Planting should be avoided if soils are waterlogged over winter. Bare-root and rootballed trees and shrubs are only available in autumn and winter. They should be planted immediately.

3.6 The Landscape Management Plan should be implemented in the first planting season following the completion of the Landscape Scheme.

3.7 Any plants found to be defective after the defects liability period as a result of:

- failure
- poor materials
- lack of vigour
- being not in accordance with the specification on ACD landscape drawings (FOR 19199 11 - 14);

shall be replaced immediately, or in the next planting season, by the Management Company or the Town Council at their own cost.

- 3.8 Replacement of plants shall take place as many times as is necessary in order to maintain a complete cover of plants and to maintain the scheme as designed by the Architect, and within the correct season for the type of plant, tree, shrub and grassland mix.
- 3.9 This management plan should be read in conjunction with Soft Landscape Plans FOR 19199 11 - 14
- 3.10 Management plan to be reviewed annually between April and June.

4.0 General Maintenance

- 4.1 The landscape shall be the responsibility of the domestic owners, and Forman Homes and their appointed Management Company (should these be contracted out), the agreement for which shall be set up by the Developer, who shall confirm in writing to the Principle Planning Officer of Havant Borough Council when the maintenance agreement is completed and is operative.
- 4.2 Following installation and after the defects liability, all areas of land will be maintained in perpetuity by the management company set up by Forman Homes or by the domestic owners.
- 4.3 The Developer shall ensure that any landscape contractor employed by the developer shall carry out the periodic maintenance of all planted areas, other than any areas for which the appointed Management Company becomes responsible during the said Maintenance Period. Inspection checks shall be carried out at monthly intervals and the appropriate work carried out.
- 4.4 The Developer shall ensure that any landscape contractor employed by the developer shall carry out in all areas any shrub, tree, grass and other plants replacements that may be necessary for the first five years of the defects liability period.
- 4.5 The Management Company shall be responsible for all periodic maintenance and replacement thereafter for all planted areas to which its management agreement relates, and shall ensure that any landscape contractor employed by it carries out periodic maintenance of all such areas in accordance with the general horticultural schedules below. Inspection checks shall be carried out by a competent person, either a member of BALI or the LI, acting for the Management Company, at minimum monthly intervals and the appropriate work carried out. The contact details of the Management Company will be provided for residents should any problems arise between inspections.
- 4.6 No existing trees, shrubs or grass shall be removed or cut without specific instructions from the Contract Administrator and written agreement of the Local Planning Authority Tree Officer. Existing trees are to be retained, protected and undisturbed throughout the contract.

- 4.7 Any additional topsoil applied to the planting should be quality loam to BS 3882 and have the following properties

pH value	5.5 - 7.0	
Nitrogen (N)	0.2 min	
Phosphorous (P)	2% min	
Potash (K)	2% min	
Magnesium (Mg)	1% min	
Clay	15% min	50% max
Silt	20% min	30% max
Sand	30% min	55% max

5.0 Amenity Grass (Turfed Areas)

- 5.1 All grassed areas beyond the boundaries of domestic ownership will be maintained in perpetuity by the management company.
- 5.2 Amenity Grass shall be cut during the growing season (generally April-October) using a sharp cutter to leave about 30-35mm of growth and remove arisings from site. Grass will be cut at intervals of not more than 10-14 days depending on growing conditions. Arisings shall be collected and carted away. A dressing of prepared fine fishmeal shall be applied at the rate of 60gms/m squared after the second mowing and the arisings of the cut following are to be allowed to fly.
- 5.3 Any slight hollows which appear due to settlement or other causes shall be top dressed, early in the growing season, with fine compost lightly rolled in and the grass allowed to grow through before cutting
- 5.4 Deeper hollows shall be treated by neatly cutting out a square of turf, building up beneath with the fine compost plus an equal quantity of sharp sand, and the turf replaced at the correct level for rolling. Cutting may proceed without interruption.
- 5.5 Hollows repaired as above shall be kept watered as necessary until the turf has fully married in.
- 5.6 Grassed edges to planted areas to be trimmed to maintain a clear smooth edge to planted beds; strim edges elsewhere but not against trees; spike annually in October.
- 5.7 Should bare patches of grass develop, area is to be cultivated to 150mm and then seeded with amenity grass seed. To be cross-sown in two directions at right angles to each other, (half the seed being used in each direction) at the rate of 35 gm per square meter and the ground lightly raked over on a still dry day when the top 25mm of soil is dry. Use 'A24 (Wear and tear) mix as supplied by Germinal Seeds, or similar and approved by Local Planning Authority. Wildflower grassland mix to be RE8 Coastal Reclamation (MG12 Grassland) and mix for SUDs to be WF9 (Wetland and Pond Areas) by Germinal Seeds, or similar and approved by Local Planning Authority. Germinal Seeds tel: 01522 868714.
- 5.8 This management plan should be made available to the new owners to help outline the
-

principles of the retained habitats and encourage the future management of these areas in perpetuity.

6.0 Proposed shrub and tree planting

- 6.1 All shrubs beyond the boundaries of domestic ownership will be maintained in perpetuity by the management company.
- 6.2 The density of planting will require that all weeding is carried out by hand, using the appropriate tools. All resultant material should be removed from site.
- 6.3 The management company is responsible for litter picking in those areas that it manages.
- 6.4 All plants shall be inspected monthly for wind firmness and firmed as necessary at the same time. Stakes shall likewise be checked for firmness and all plant ties inspected and made good if required.
- 6.5 All plants shall be watered as may be required to maintain healthy growth following planting, during the maintenance period and subsequently in cases of extreme drought. The management company is to provide a bowser for watering which should be applied at a rate of at least 10 litres per Tree, Shrub 3Ltr/ m² each, Grass 5Ltr/m².

Following five consecutive days of no rainfall, during the months of June to August watering should be carried out twice a week until the onset of natural rainfall.

Any failures due to drought shall be replaced by the management company at their own cost.

- 6.6 All planted areas including trees shall be given an application of an approved top dressing at the rate of 40 gm per sq. metre in May. This should be in slow release form e.g. Enmag or similar. Trees should be top dressed with an additional mulch of peat substitute (NOT PEAT), which should contain a greater concentration of the slow release top dressing agent, at the rate of 80gm/m² or an equivalent system such as Osmacote 'Grotabs'. This should be worked lightly into the soil, without disturbing the roots, before the bark mulch is re-spread.
- 6.7 Shrubs shall be maintained in a balanced shape and shall be annually pruned to allow

for this. Any growth which will obscure windows, signs or sight-lines shall be removed. Once established, any support canes shall be removed from the shrubs. Trailing and climbing material shall be assisted in its growth by securing growing leaders where necessary.

- 6.8 Groundcover planting species in visibility splays that have been specified so should be maintained to a height of between 500mm - 600mm in height to avoid interference with visibility.
- 6.9 The bark mulch should be maintained at an even spread, 75mm deep, of consistent thickness, to ensure that it is effective as a weed suppressant and moisture conserver. Following any maintenance operations and on a bi-annual basis, the mulch shall be supplemented to allow for any material which may have been lost.
- 6.10 No plant substitutions to be made without the prior written agreement of the Local Authority Landscape Section.

7.0 Proposed hedges

- 7.1 Proposed boundary and mixed native hedge planting to be maintained at 1.8m, cut annually in autumn to avoid period between 1 March and 31 July– the main nesting season for birds. Cuttings to be removed from site.
- 7.2 Proposed ornamental hedges to be maintained at 1 m, cut after flowering has finished, outside of nesting seasons so as not to disturb wildlife. Cuttings to be removed from site.
- 7.3 Proposed Low hedges to maintained at 500mm with lateral growth restricted to 400mm
- 7.4 Hedges to be planted in double staggered rows at 50cm centres. Plants to be allowed to grow to 20-30cm above intended height and then clipped into shape. Lateral growth to be trimmed at 1m wide, ensuring that growth does not obstruct footpaths.

8.0 Existing hedgerows

- 8.1 Trimming operations are to be undertaken to avoid period between 1 March and 31 July– the main nesting season for birds.
- 8.2 Pruning Generally. Prune hedgerows in accordance with good horticultural and arboricultural practice. Do not damage or tear the stem or bark when removing branches. Thin, trim and shape each specimen appropriately to species, location, season, and stage of growth, leaving a well balanced natural appearance. Use clean sharp secateurs, hand saws or other approved tools.
- 8.3 Pruning operations are to be undertaken on a three year cycle in January or February, or as instructed by Council. Tree specimens within hedgerows are left to retain their natural form.
- 8.4 Use of mechanical cutters will be permitted, provided that tree species within the hedgerow are identified, avoided and protected.
- 8.5 All arisings resulting from pruning operations are to be removed from site. Do not chip or burn on site.

9.0 Open space (Meyrick Road)

- 9.1 Open Space areas disturbed during construction sown with wildflower and grass seed are **not** to be fertilized or treated with weedkillers.
- 9.2 Areas of vegetation in reptile mitigation area to be maintained to 350mm – 600mm.
- 9.3 Winter cutting should avoid creating large areas of short sward vegetation around the tree bases and log piles {i.e. hibernation sites}, where reptiles need cover on emergence in the spring.
- 9.4 Areas of grass in reptile mitigation area to be cut on a rotational basis every autumn with two or more sections of scrub cut annually. Refer to Appendix 3 for reptile mitigation location.
- 9.5 Following the establishment, the wildflower grassland within the open space, of locally occurring native species are to be cut to approximately 10cm, 4 cuts a year between March and September.
- 9.8 Any hollows which appear shall be filled in with topsoil and allowed to re-seed naturally.
- 9.9 Paths to be topped with aggregate or wood chip.

10.0 Maintenance of SUDs

- 10.1 Check fencing monthly and head wall around detention basin to ensure barrier is maintained.
- 10.2 Basin to be seeded with WFG9 (Wetland and Pond Areas) grassland mix. This to be managed on a non-intervention basis
- 10.3 Basin and SUDs to be monitored to ensure no deposition of silt occurs within these areas.
- 10.4 Ensure Inlet & outlet pipes are cleared of significant blockages to water flow fortnightly.
- 10.5 All litter is to be removed from basin fortnightly

FUTURE MAINTENANCE SCHEDULES:

- Every ten years or as assessed appropriate time period, de-silt the detention basin.

11.0 Hard landscape areas

- 11.1 All Hard Landscape areas beyond the boundaries of domestic ownership will be maintained in perpetuity by the management company.
- 11.2 All other Hard Landscape materials such as railings and hard standing to be cleaned and maintained according to manufacturer's instructions.
- 11.3 Maintenance of SUDs to manufacturer's specification

12.0 Maintenance Summary Schedules

Weekly

- All plants shall be watered following 5 days without rain. Then weekly until natural rainfall during June – August.

Fortnightly

- Amenity Grass to be cut every 10-14 days
- There should be a minimum fortnightly litter pick over the entire site within areas covered by the management company.
- Litter pick of SUDs and check inlet/outlet pipes.

Monthly

- Weed control shall be allowed for at monthly intervals. All areas to be weeded by hand.
- All plants shall be inspected monthly for wind firmness and firmed as necessary at the same time. Stakes shall likewise be checked for firmness.

Quarterly

- Acoustic barrier to be inspected by the Management Company.

Bi-Annual/ Annual

- The bark mulch should be topped up bi-annually
- Grass cutting to Wildflower areas

Annual

- Replacement of any failed trees or shrubs will be allowed for annually to ensure that the planting areas are fully stocked at all times.
- Any hollows which appear due to settlement shall be top dressed annually, early in the growing season.

- An application of a residual weed killer shall be allowed for on shrub areas.
- Minor pruning of dead or damaged wood shall be allowed for annually.
- All planted areas and trees shall be given an application of an approved top dressing in May. Not in Wildflower areas.
- Shrubs shall be maintained in a balanced shape and prevented from obscuring signs, windows and encroaching on paths.
- Check for invasive species remove from site.

Every 5 Years

- A suitably qualified person employed by the management company to undertake a review of the condition, success and long-term maintenance of the planting.
- A suitably qualified person should monitor the translocated animals' establishment of reptile within the open spaces.

Any amendments to the landscape management plan required to ensure a good planting scheme should be submitted to the LPA for approval. The LPA may draw the managing company's attention to defects in the maintenance or failure to comply with the landscape management plan and require that the management company rectify these defects or apply for a variation to the landscape management plan.

Appendix 1

	Years 1-5 Landscape Maintenance Matrix	When activity needs to be carried out											
Item	Activity and minimum frequency	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Amenity grass areas	Grass cut (every 10-14 days)												
Wildflower grass areas	Mown once in March and then left until after seed has set, then should be mown fortnightly until end of season												
All planting areas	All amenity planting areas given an application of top dressing (annually)												
	Top dressing any hollows due to settlement (annually)												
	Inspection and replacement of all failed stock in adoptable areas (annually)												
	Bark mulch topped up (bi-annually)												
	All plants to be watered during summer months (weekly until rainfall, or as required)												
Decorative shrubs	Hand weeding (monthly)												
	All plants inspected for wind firmness and firmed as necessary (monthly)												
	Shrubs maintained in a balanced shape and prevented from obscuring signs/windows/paths (twice a year)												
Hedges	Hedge clipping and trimming of planting in visibility splays to 600mm in height (annually)												
	Decorative hedges to be trimmed after flowering and outside of nesting season (annually)				Spring flowering species			Summer and autumn flowering species					
Specimen trees	Checking of specimen trees for stakes, ties and guying (annually)												
	Prune to maintain shape and remove crossing or diseased branches as required when tree is dormant (check annually)												
Litter and debris removal	Clear litter and debris (fortnightly)												
Hard landscaping features	Paths swept and treated for weeds and moss, damage, chewing gum and litter (monthly)												
	Inspection and cleaning of hard landscaping including railings, bollards, benches, bins (weekly)												
Acoustic fence	Paint, clean and repair fence when required												

Appendix 2





-  Amenity grassland – four cuts/year to 10mm
-  Reptile receptor area – cut once a year (Autumn) in sections on rotation.
-  Chipped-bark public pathway with timber edging 18x100mm
-  Knee-Rail fencing to prevent public access within 'Reptile area'
-  Deadwood log pile – Invertebrate hibernacula
-  Reptile hibernacula
-  Interpretation board

Project Name: **Meyrick Road**
 Client: **Foreman Homes**
 Title:
Management Agreed with Portsmouth Water
 Date: **December 2017**



Head Office

Rodbourne Rail Business Centre
Grange Lane
Malmesbury
SN16 0ES

Tel: 01666 825646

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Courtyard House
Mill Lane
Godalming
GU7 1EY

Tel: 01483 425714

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Suite 6
Crescent House
Yonge Close
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SO50 9SX

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**ECOLOGICAL SURVEYS * PROTECTED SPECIES LICENSING * MITIGATION * IMPACT
ASSESSMENT**

**ARBORICULTURAL SITE MONITORING AND SUPERVISION * ARCHAEOLOGY
LANDSCAPE & VISUAL IMPACT ASSESSMENT * LANDSCAPE AUDIT * PROJECT
MANAGEMENT EXPERT WITNESS * LANDSCAPE DESIGN & PLANNING LANDSCAPE
MANAGEMENT**



Ranelagh Road, Havant, Hampshire

Potential Annual Budget
(Includes VAT and IPT)

SUMMARY PER PROPERTY

Introduction

There are 83 properties comprising 62 houses and 3 blocks of flats (Block P - 10 flats, Block Q - 6 flats and Block R - 5 flats).

Radian will control and maintain Blocks P and Q and R i.e. 21 flats and 8 of the houses. The freeholder of these properties will be Radian.

A newly established residential management company, Abrams Way Residents Limited ('AWR'), will manage the common parts of the development. Thus, the owners of the 83 properties become the owners (Members) of AWR.

All houses will be freehold.

54 Houses (Non Radian Houses)

54 non Radian houses are subject to a Variable Estate Charge/AWR Company Charge to operate the common parts of the development and AWR Company itself.

The annual service charge for one of the 54 houses is:

Variable Estate Rent Charge/AWR Company Charge	£189.00
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Total	£189.00
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Block P (10 flats), Block Q (6 flats) Block R (5 flats) and 8 Houses – Radian Houses

The 10 flats in block P, the 6 flats in block Q, the 5 flats in block R and 8 houses (plots 24, 25, 32, 33, 34, 35, 38,39, 40, 41, 41a, 53 and 54) will be operated by Radian. The houses and flats will contribute to the estate maintenance/AWR costs. Radian will be responsible for the maintenance and general upkeep, including buildings insurance, of the three blocks of flats and the 8 houses and such costings are not included in the figures below.

It is not expected that the 8 houses will contribute to the costs of maintaining the three blocks of flats (Blocks P, Q and R).

The annual charge for one of the 21 flats in blocks P, Q and R will be:

Variable Estate Charge/AWR Company Charge	£189.00
Total	£189.00

The annual charge for one of the 8 houses will be:

Variable Estate Charge/AWR Company Charge	£189.00
Total	£189.00

Important Notes:

The detailed individual assumptions about the likely costs of running the overall development are shown in the following pages.

They are based on actual costings of similar developments comprising leasehold flats, freehold houses and un-adopted areas of land and roads.

The figures are only estimates, especially those for acoustic fencing and sustainable drainage system maintenance and until the development is operated for a year or two the real cost of operation will not be known.

Some contingencies have been allowed for, for example, changing a street lamp is expensive because of working at height and the requirement for a platform.

VAT and IPT have been included as necessary.

Assumptions

83 Properties comprising 62 freehold houses and 3 blocks of flats (10 flats, 6 flats and 5 flats)

Description	Total (83 Properties)
<u>Estates Charges</u>	
Public Liability Insurance	£1,000.00
Street Lights and Exterior Light Maintenance	£1,000.00
Electricity	£500.00
Access Road Maintenance	£500.00
Communal Areas Gardening and Tree Maintenance	£1,500.00
Suds Maintenance	£500.00
Acoustic Fencing Maintenance	£500.00
General Repairs	£1,000.00
Management Fees	£6,474.00
Meeting Expenses	£200.00
Disbursements	£200.00
Reserve Fund	£1,000.00
Sub Total	£14,374.00
<u>AWR Charges</u>	
Directors & Officers Insurance	£500.00
Company Secretary Fees	£222.00
Accountant Fees	£600.00
Companies House	£15.00
Sub Total	£1,337.00
Total	£15,711.00

£15,711.00 divided by 83 properties gives £189.00 pa per property

END

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred: SH39688
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Plot [] Ranelagh Road, Havant, Hampshire to be know as [Insert postal address] The property is identified ☒ on the attached plan and shown edged red ☐ on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: JACOBS FOREMAN DEVELOPMENTS LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: Company No. 04622599 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
6	Transferee for entry in the register: [] <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

7 Transferee's intended address(es) for service for entry in the register:

The Property

8 The transferor transfers the property to the transferee

9 Consideration

- ☒ The transferor has received from the transferee for the property the following sum (in words and figures):

[] [£]

- ☐ The transfer is not for money or anything that has a monetary value

- ☐ Insert other receipt as appropriate:

10 The transferor transfers with

- ☒ full title guarantee
☐ limited title guarantee

11 Declaration of trust. The transferee is more than one person and

- ☐ they are to hold the property on trust for themselves as joint tenants
☐ they are to hold the property on trust for themselves as tenants in common in equal shares
☐ they are to hold the property on trust:

12 Additional provisions

12.1 Definitions and Interpretations

In this Transfer where the context so admits or requires the following expressions shall have the following meanings:-

"Acoustic Fencing" has the same meaning as within the S.106 Agreement

"Adoptable Sewers" means foul and surface water sewers now or later constructed within the Development which are intended to become public sewers

"Authorities" means the relevant public, highway, drainage, planning, gas, electricity and water suppliers, authorities or companies including British Telecom being responsible for the supply of gas, oil, electricity, water, telephone, television, radio, communication media or other similar services in the area in which the Development is situated

"Common Parts" means those parts of the Estate designed for common use by all of the owners and occupiers on the Estate including without limitation the Estate Road (if not adopted) the Shared Driveways the s.106 Common Parts the Adoptable Sewers (only in so far as such sewers have not been adopted) all Service Installations the Adoptable Sewers (only in so far as such sewers have not been adopted) the use of which is shared by more than one such owner or occupier

"Development" means all land (excluding the Property) now or formerly comprised within Title Number SH39688 together with any other land acquired or which may be acquired by the Transferor adjacent to or within the vicinity of such land to form part of

or ancillary to the proposed development of such land

“Estate” means the Transferor's development estate being all of the land now or formerly comprised in Land Registry Title number SH39688

“Estate Road” means the vehicular and pedestrian accessways which affords access to the Property as shown coloured blue on the Plan (subject to minor modifications required by the Transferor in the interest of good estate management)

“Management Company” means Abrams Way Residents Limited (Company No. 9657063) whose registered office is at Unit 1 Station Industrial Park Duncan Road Park Gate Southampton SO31 1BX

“Plan” means the plan annexed hereto

“Planning Agreements” means any agreement with any of the Service Authorities relating to the provision or regulation of Conduits or roads paths highways verges splays lighting traffic signals or other highway infrastructure including (without prejudice to generality) any agreement under the Highways Act 1980 or the Water Industry Act 1991 or the Public Health Act 1936 and any agreement or obligation under Section 106 or Section 297 Town and Country Planning Act 1990 and any agreement under Section 111 Local Government Act 1972 and/or Section 33 Local Government (Miscellaneous Provisions) Act 1982 or in any local Act and shall include an undertaking given in lieu of any such agreement

“Planning Permission” means planning permission granted under application reference number APP/12/00772 subject to such subsequent modifications variations or relaxations obtained by or on behalf of the Transferor and any other planning permission(s) subsequently designated in writing by the Transferor to be the Planning Permission

“S.106 Agreement” means the agreement dated 30 July 2013 made between Orchard Homes & Developments Limited (1) Brockhampton Property Investments Limited (2) Portsmouth Water Limited (3) The Council of the Borough of Havant (4) and Hampshire County Council (5) and any subsequent agreement entered into by the Transferor and the Transferee pursuant to s.106 of the Town and Country Planning Act 1990.

“s.106 Common Parts” means the On Site Open Space the SUDS Scheme (if unadopted) and the Acoustic Fencing all as defined within the s.106 Agreement

“Service Installations” means all drains channels sewers (other than Adoptable Sewers) pipes wires cables watercourses arials gutters soakaways and other conducting media whatsoever (and any structure incidental to the use thereof) now or later constructed within the Development or the Property through which water, electricity, gas, telephone, television, signals, foul, and surface water or other services may be conducted and any inspection, chambers, manholes, tanks or apparatus connected therewith being in or under or over any part of the Development or the Property excluding such service installations exclusively serving the Property.

“Shared Driveways” means the driveways shown shaded green on the Plan and serving the Property (if any)

- 12.1.2 The Property is transferred with the benefit of the rights in the terms detailed in paragraph 12.2 of this Transfer (which so far as not already in existence are granted by this Transfer) but subject to the rights described in clause 12.3 of this Transfer (which so far as not already in existence are reserved by this Transfer) and
- 12.1.3 The Transferor assigns to the Transferee the benefits attaching to the Property of all covenants made by the owners of any part of the Development.
- 12.1.4 The Transferee covenants with the Transferor (so as to bind successors in title and each and every part of the Property) and separately with the Management Company for the benefit of the Development in the terms detailed in paragraph 12.4 and 12.6 of this Transfer
- 12.1.5 The Property transferred is held by the Transferee an exempt charity
- 12.1.6 References to statutory provisions shall be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions (whether before or after the date of this Transfer) and shall include references to any provisions of which they are re-enactments (whether with or without modification)
- 12.1.7 Headings are inserted for convenience only and shall not affect the construction of this Transfer
- 12.1.8 the expression “the Transferor” shall extend to their respective successors in

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

title

- 12.1.9 the expression "the Transferee" shall extend to their respective successors in title
- 12.1.10 the singular number shall include the plural number (and vice versa)
- 12.1.11 the neuter gender shall include the masculine and/or feminine genders (and vice versa in either case)
- 12.1.12 all covenants shall (where more than one person gives or becomes bound by them) be treated as joint and several; and
- 12.1.13 references to doing any act shall extend to causing or allowing such act

12.2 Rights granted for the benefit of the property

The right for the Transferee and all persons expressly or impliedly authorised by the Transferee (in common with all other persons having the like right) at all times and for all purposes in connection with the use of each housing unit within the Property as a private residence:

- 12.2.1 to use the Service Installations laid in or under the Development for the free and uninterrupted passage and running of water, soil, gas, electricity, and other services from and to the Property through along and into the Service Installations which are now or may at any time hereafter be in on or under or belonging to the Development and used in common by the Development and the Property together with all easements rights and privileges necessary and proper for inspecting cleansing repairing maintaining and reinstating the same and Provided Always that such rights only extend to Service Installations already constructed or laid or which shall be constructed or laid and replacements of the same and that the Transferee shall make good all damage occasioned by the exercise of such rights and shall contribute a proper proportion of the expense of maintaining cleansing repairing and renewing the Service Installations
- 12.2.2 To the passage of sewage and water through any Adoptable Sewers until adopted as public sewers
- 12.2.3 The right for the Transferee and the tenants or occupiers of the Property his or their servants and visitors (in common with all other persons having the like right) to go pass and repass at all times and for all usual and reasonable purposes of access to and egress from the Property with or without vehicles over the Estate Road until adopted as highways maintainable at the public expense subject to making good any damage occasioned by such use
- 12.2.4 If access is required by the Property over the Shared Driveways to access the Estate Road the right for the Transferee and the tenants or occupiers of the Property his or their servants and visitors (in common with all other persons having the like right) to go pass and repass at all times and for all usual and reasonable purposes of access to and egress from the Property with or without vehicles over the Shared Driveway subject to making good any damage occasioned by such use.
- 12.2.5 The right upon giving reasonable notice except in the case of an emergency to enter upon the adjoining or neighbouring land on the Development for the purpose of:
 - (i) laying, renewing, repairing, maintaining, cleansing and inspecting the Service Installations.
 - (ii) renewing, repairing, painting, maintaining and inspecting the facing walls, foundations or other structures of the dwelling, garage or other building built on or in close proximity to the boundary line of the Property
 - (iii) renewing, repairing, maintaining and inspecting the eaves, gutters, rainwater pipes and other structures of the dwelling or garage overhanging the remainder of the Development

the Transferee or any others exercising such rights making good all damage done in exercise thereof at his own expense and without delay and provided always that none of the rights granted in this clause shall apply to or be exercised over any land transferred to or vested in the Authorities.
- 12.2.6 to support shelter and protection for the buildings comprised in the Property by the adjoining parts of the Development

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

- 12.2.7 to encroach marginally upon the adjoining or neighbouring land on the Development with the foundations eaves gutters rain water pipes and boundary post footings or with any other part of the Property (if any) which overhangs or protrudes on the Development
- 12.2.8 to use any part of the external areas forming part of the Common Parts which are to be used for the purposes for which they are intended; and
- 12.2.9 to use any part of the external areas forming part of the Common Parts and which are to be used for common purposes for the purposes for which they are intended provided that such use shall quietly enjoyed; and
- 12.2.10 The right to without notice to enter upon the adjoining or neighbouring land on the Development for the purpose of meter reading

12.3 Rights reserved for the benefit of other land

There is excepted and reserved unto the Transferor the Management Company and or other owner or owners for the time being of the remainder of the Development and (where appropriate) the relevant local authority, the Authorities and all persons expressly or impliedly authorised by them and in common with all other persons having the like right the right at all times and for all purposes the following:

- 12.3.1 To the free and uninterrupted passage and running of water, soil, gas, electricity and other services to and from the Development through the Service Installations now laid or to be laid in the future in or under the Property subject to contributing where required a fair and reasonable proportion towards repairing relaying maintaining and renewing the Service Installations
- 12.3.2 To subjacent and lateral support shelter and protection from the Property for the buildings on the adjoining parts of the Development
- 12.3.3 To have the eaves, verges, rain water pipes, gutters and other structures of buildings erected or to be erected on the Development or on any land now or formerly of the Transferor adjoining adjacent to or neighbouring the Property or on any part thereof overhanging the Property or extending beyond the boundaries of the Property
- 12.3.4 Upon giving reasonable notice (except in the case of an emergency) to enter the Property with or without workmen and necessary materials for the purpose of :-
 - (a) constructing, connecting to, laying, relaying, renewing, replacing, enlarging, removing, repairing maintaining cleansing and inspecting the Service Installations and Adoptable Sewers
 - (b) constructing, renewing, repairing, maintaining, altering and inspecting the facing walls and foundations or other structure erected adjacent to the boundary line of the Property
 - (c) constructing, renewing, repairing, maintaining, altering and inspecting the eaves, gutters, rainwater pipes and other structures overhanging the Property
 - (d) planting on the Property trees and/or shrubs in accordance with the requirements of the local authority or the County Council pursuant to the Planning Permission and thereafter as occasion may require for staking cultivating or replacing such trees and/or shrubs and such rights also to be reserved by the local authority
 - (e) complying with the obligations imposed on the Management Company in this transfer.

the Transferor or any others exercising such rights doing as little damage as possible and forthwith making good all damage done in exercise thereof at his own expense.

- 12.3.5 To sell lease or assure any part of the Development subject to such covenants and restrictions in substantially the same form as are imposed in this transfer (acting reasonably in the interests of good estate management).
- 12.3.6 to erect any building or other erection on the Development or on any adjoining or neighbouring land now or in the future owned by the Transferor
- 12.3.7 The right for the Transferor to grant for the benefit of the Development all easements, wayleaves, licences, rights and privileges needed by Authorities

Include words of covenant.

	and/or local authorities in connection with the supply of any services of whatever nature through the Service Installations
12.3.8	All easements, wayleaves, licences, rights and privileges granted or to be granted by the Transferor to any Authorities the relevant local authority or the County Council in connection with any services of whatever nature provided through the Service Installations for the benefit of the Development or any part thereof the Transferee where so requested granting to such Authorities, the relevant local authority or the County Council such easements as may be required in connection with the provision and repair and renewal of such services
12.3.9	The right for owners of adjoining and neighbouring land to pass and repass with or without vehicles over the parts of the Shared Driveway that fall within the Property
12.3.10	Full right and liberty for Southern Electric Power Distribution plc to place electric lines through the Property and thereafter to use the same provided always that the said company shall make good any damage caused as soon as practical and shall not break open the surface of any land covered by a building.
12.3.11	A right of access with or without plan and machinery onto the Common Parts for the purposes of carrying out maintenance to the Acoustic Fencing
12.3.12	All other right easements and quasi easements now or hitherto enjoyed by the Transferor
12.3.13	The right for owners of adjoining or neighbouring land within the Development to access the Property for the purpose meter reading
12.4	Restrictive covenants by the transferee
	The Transferee covenants:
12.4.1	No shed greenhouse lean-to building carport garage hut porch or other erection (other than in accordance with the planning permission obtained by the Transferor prior to the date of this Transfer or any modification thereof) or any additions or structural alterations to any building now or hereafter erected on the Property shall be made unless the permission of the local planning authority (if required) has been obtained and the Transferor has completed the last sale of the plots on the Development
12.4.2	Neither the Property nor any building erected thereon shall be used for any illegal or immoral purpose
12.4.3	Not to contravene the terms and conditions of the Planning Permission relating to the Property.
12.4.4	Not to obstruct permit or suffer to be obstructed by vehicles machines implements deposit of materials or otherwise the Estate Road or any other part of the Development
12.4.5	Not to cause or permit obstruction of or damage to the Estate Road and any Service Installations upon in under or passing through the Property or through any part of the Development and not to do or permit or suffer to be done in or upon the Property anything which may be or become a nuisance or annoyance or cause damage or inconvenience to the Transferor the Management Company or the owners or occupiers for the time being of any other properties in the Development or so as to render void or voidable or increase the rate of any insurance premium of the Transferor the Management Company or the owners or occupiers for the time being of any other properties in the Development
12.4.6	Not to alter the soil over or the support under any Service Installations nor prevent or obstruct access to the Service Installations by the Authorities
12.4.7	Not at any time without the written consent of the drainage authority to erect any building or other structure within three metres measured horizontally from the centre line of any Adoptable Sewer nor within that zone to plant any trees or other deep rooting plants or shrubs nor obstruct access with any necessary vehicles plant or equipment to any Adoptable Sewers (but not to the intent that this covenant shall not prohibit the retention of any structure to be built on the Property in accordance with the planning permission relating to the Property at the date of this transfer)
12.4.8	Not at any time to use the front garden included with the Property for any of the following purposes:-

- (a) hanging out washing;
- (b) storage of furniture, toys or any other items;
- (c) the erection of children's swings and/or other like structures.

- 12.4.9 Not to lessen or diminish the support or protection of the Development to be given or afforded by all parts of the Property to any other building on the Development
- 12.4.10 Not to neglect any garden area of the Property but to keep the same in good order and in a neat and tidy condition and to keep the same substantially turfed or well cultivated as appropriate
- 12.4.11 Not to exhibit any advertisement nameplate writing drawing signboard or placard of any kind upon the Property except nameplates and numbers of a reasonable size provided that the Transferee shall not be prevented from displaying a "to-let" or "for sale" sign following the sale of the last dwelling on the Development by the Transferor
- 12.4.12 Not to keep any material of any unusually inflammable or combustible nature on or about the Property or any part thereof
- 12.4.13 Not to allow any fence along the boundary marked with an inward T (if any) upon the Plan to fall into disrepair.
- 12.4.14 Not to park any caravan house on wheels mobile home trailer boat horsebox large commercial vehicles or other similar vehicles or craft on the Property the Estate Road or the Shared Driveway.
- 12.4.15 Not to use the car parking space and the garage comprising part of the Property or any part thereof for the housing garaging or parking of any vehicle other than for the parking of an appropriate number of taxed and road worthy private motor vehicles and no such permitted vehicles shall be parked or remain standing on the Property except on the car parking space garage or hard standing provided for this purpose (subject to 12.4.14 above)
- 12.4.16 Not without the approval of the appropriate local authority to cut down damage or remove any existing tree on the Property (if applicable).
- 12.4.17 Not to keep on the Property any animals or birds other than usual domestic pets
- 12.4.18 Not within a period of five (5) years from the date hereof to alter the external appearance of the Property by the substitution of materials different from those used in the original construction
- 12.4.19 Not to raise or lodge any objection whether written or otherwise to any application for planning consent made by the Transferor including any appeal or inquiry thereon to the Development or any part thereof or to any alteration of the plotting or layout of the Development PROVIDED ALWAYS that such application shall not materially affect the Property or the access thereto
- 12.4.20 Not to use Estate Road save for the purposes of access to and from the Property and for all usual purposes in connection with the full enjoyment of the Property
- 12.4.21 Not to obstruct the reasonable exercise of the rights of entry referred to in Clause 12.3 of this Transfer
- 12.4.22 Not to erect or cause to be erected upon the exterior of the Property any wireless television or other aerial satellite or other apparatus for receiving wireless telegraphic or other signals so as to be visible from the front of the Property.
- 12.4.23 Not to transfer the freehold interest in nor grant any lease (other than an assured shorthold or other similar letting for a term not exceeding one year) of the Property or any part of it without first obtaining and delivering unconditionally to the Management Company (and to the Transferor if it is at the relevant time holding any interest in any part of the Development) a deed containing a covenant duly executed by such donee direct with the Management Company (or the Transferor in the circumstances aforesaid) to observe and perform the covenants set out in clauses 12.4, and 12.6 of this transfer, including for the avoidance of doubt the provisions of this paragraph, such deed to be in a form set out in the Third Schedule
- 12.4.24 Not to transfer the freehold interest in nor grant any lease (other than an assured shorthold or other similar letting for a term not exceeding one year) of the Property or any part of it without procuring that the transferee or lessee as

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

the case may be provides to the Management Company:

- 12.4.24.1 an executed member's application letter in such form as is required by the Management Company to apply to become a member of the Management Company; and
- 12.4.24.2 a completed and executed Management Company director's consent questionnaire in the form required by the Management Company; and
- 12.4.24.3 a completed but undated form AP01 to effect the appointment of the transferee or lessee as a director of the Management Company

12.5 Covenants by Transferor

- 12.5.1 The Transferor covenants to construct the Estate Roads to adoptable standards and to use all reasonable endeavours to have them adopted and to maintain them until adopted or in the event that they are not to be adopted until such time as the Management Company is instructed to maintain them.
- 12.5.2 The Transferor covenants to construct the Adoptable Sewers to adoptable standards and to use all reasonable endeavours to have them adopted and to maintain them until adopted or in the event that they are not to be adopted until such time as the Management Company is instructed to maintain them.

Other

12.6 Covenants by Transferee

- 12.6.1 To pay a fair and reasonable proportion of the cost of repairing relaying maintaining and renewing the Service Installations insofar as the same are not maintainable at the public expense
- 12.6.2 To indemnify the Transferor the Management Company and its successors in title to the Development against any cost of making good any damage done to any Estate Road or the Development by any construction traffic connected to any works being carried out by the Transferee on the Property
- 12.6.3 The Transferee shall if required by the Transferor for the benefit of the Estate grant to the Authorities such easements as they shall require in connection with the provision and maintenance of all Service Installations and for their use thereafter or any of them now constructed or to be constructed in the future
- 12.6.4 To observe and perform the covenants contained in any wayleave consent with British Telecom or any other Authorities (if any)
- 12.6.5 To keep in good condition and repair any Service Installations in the Property which serve also other parts of the Development.
- 12.6.6 To maintain in a proper manner the driveway of the Property (if any) and using for the repair of the driveway materials of a similar nature to those used for its construction
- 12.6.7 To maintain and where necessary replace all parts of the landscaping (if any) as required by the Planning Permission which is situated within the Property and to comply with any other conditions attaching to any such planning permission and/or any Planning Agreement relating to the Property and to carry out any replanting necessary where relevant plants trees or shrubs within the Property die within the first five years after the date of this transfer
- 12.6.8 To allow the Transferor the Management Company or its nominee to enter the Property to carry out any works which are the Transferee's responsibility under the preceding clause 12.6.9 where the Transferee has failed to carry them out and the Transferor's costs and expenses in so doing shall be a debt payable by the Transferee on demand (and the Transferee covenants to pay such costs and expenses to the Transferor on demand) and shall be recoverable immediately by action
- 12.6.9 So often as may be necessary to join with the owners or occupiers from time to time of neighbouring and adjoining plots as are entitled to use the same in cleaning repairing renewing lighting and maintaining as appropriate the Shared Driveway and the Transferee shall contribute a fair proportion of the costs thereof such proportion in the case of dispute to be determined by an independent surveyor appointed by the Transferor or Management Company whose decision shall be final and binding upon the parties and not to exercise any of the rights granted in paragraph 12.2.4 hereto during any

period longer than 14 days when the Transferee is in breach of this Clause

12.6.10 The Transferee hereby covenants with the Transferor and as a separate covenant with the Management Company that the Transferee and the persons deriving title under him will:-

12.6.10.1 Keep in good condition and repair any Service Installations in the Property which serve also parts of the Development save where the Management Company is responsible for such repair

12.6.10.2 Indemnify the Transferor and the Management Company and its successors in title to the Estate against any cost of making good any damage done to any Estate Roads the Service Installations or the Development by any construction or other traffic connected to any works being carried out by the Transferee on the Property or elsewhere

12.6.10.3 Observe and comply with all regulations made from time to time by the Management Company relating to the Estate Roads and Common Parts

12.6.10.4 Pay the Service Charge in accordance with and generally comply with the provisions of the First and Second Schedules to include any arrears of Service Charge relating to the Property whensoever arising

12.7 Agreements and Declarations

12.7.1 The Transferor assigns to the Transferee (but not to create a building scheme) the benefit (insofar as the same attaches to the Property) of all covenants made with the Transferor by any other person who is a registered proprietor of any part of the Development

12.7.2 For the purposes of Section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act") all matters now recorded in registers open to public inspection are to be considered within the actual knowledge of the Transferee

12.7.3 There shall be the following variations to the covenants for title implied by virtue of the Transferor selling with full title guarantee:

(a) The covenant implied by Section 2(1)(b) of the Act shall be amended by substituting the words "at the Transferees cost" for the words "at his own cost"

(b) The covenant implied by Section 3(1) of the Act shall not apply to rights granted by the Transferor to other purchasers on the Development which affect the Property and which are in similar form to those set out herein

12.7.4 The Transferee and his successors in title shall not be entitled to any rights of light or air or other rights or easements (otherwise than as expressly provided by this Transfer) which shall or might restrict or prejudicially affect the free and uninterrupted use for building or other purposes of the remainder of the Development and any such rights are hereby excepted and reserved from this Transfer and further the Transferor gives no warranty that the layout of the Development other than the Property shall remain as shown on the Plan and further also the Transferee undertakes to make no objection written or otherwise to any alteration to the layout as on the Plan

12.7.5 The Transferor may at any time modify or release any covenant or other restriction enforceable by it in respect of any part of the Development or any adjoining or neighbouring land

12.7.6 Save as expressly provided none of the provisions of this Transfer are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Transfer.

12.7.7 The Transferor may at any time modify or release any covenant or other restriction enforceable by it in respect of any part of the Development or any adjoining or neighbouring land

12.7.8 All walls fences and similar boundary features dividing the Property from any part of the Development are party and repairable and maintainable as such unless they are indicated on the Plan by a "T" within the Property; or they are rear and/or gable walls of buildings which do not abut onto adjoining buildings on the Development in which case they belong to the Property (or unless they are indicated on the Plan by a "T" outside the Property in which case they belong to the adjoining land)

12.7.9 This Transfer is made subject to all matters affecting the Property including

without limitation all rights granted to and all covenants (if any) given in favour of other plots (including without limitation any portions of the Development transferred or leased to the Authorities) buildings units houses or other dwellings on the Development prior to the date hereof to the extent that such rights or covenants affect the Property

12.7.10 No liability on the part of the Transferor or Management Company shall arise for any damage caused by want of repair to the Common Parts or any part or parts thereof or any defect therein (as the case may be) unless and until notice in writing of any such want of repair or defect has been given to the Transferor and or Management Company and the Transferor and or Management Company or its successors in title shall fail to remedy such want of repair or defect within a reasonable time after the receipt of such notice

12.7.11 Nothing contained in Clause 12.7.10 and/or the First Schedule hereto shall prejudice the right of the Transferor and or Management Company to recover in full from the Transferee or his successors in title the amount or value of any loss or damage suffered by or caused to the Transferor and or Management Company or the Common Parts or any part or parts thereof (as the case may be) by the negligence or any wrongful act or default of the Transferee or his successors in title or his or their tenants servants or agents

12.8 Management Company Covenant

12.8.1 The Management Company covenants with the Transferee to provide the Services and pay the Additional Items of Expenditure (as defined in the Second Schedule) provided always that the Management Company will have no liability to the Transferee:

12.8.1.1 for the interruption of any Services for reasons of inspection, maintenance, repair or other works (in which event the Management Company will restore the relevant Service as soon as reasonably practicable); nor

12.8.1.2 where provision of the Services is prevented interrupted or hindered by any reason beyond the reasonable control of the Management Company; nor

12.8.1.3 where a third party has covenanted with the Transferor and or the Management Company to maintain any of the Common Parts or where any of the Common Parts are adopted and maintainable at the public expense;

12.8.1.4 where and to the extent that the Management Company is not aware of any defect in the provision of the Services (so that the Management Company shall not be liable to the Transferee for a reasonable period after becoming aware of any such defect while and provided that the Management Company uses all reasonable endeavours to ensure that the defect is remedied as soon as is reasonably practicable)

And provided further that the Management Company may withhold vary or make any reasonable alteration in the rendering of the Services or any of them from time to time which directly or indirectly benefit the Property if the Management Company acting in accordance with the principles of good estate management deems it desirable to do so

12.9 Restriction

12.9.1 The Transferor and the Transferee and the Management Company jointly apply to the Chief Land Registrar to enter upon the register of the title to the Property upon registration of the Transferee as proprietor a restriction in the following form:

"No freehold disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed on behalf of Abrams Way Residents Limited of its registered office by its secretary or conveyancer that the provisions of clauses 12.4.23 and 12.4.24 of the transfer dated the day of 201[] made between (1) Jacobs Foreman Developments Limited (2) [Insert buyer's names] and (3) Abrams Way Residents Limited have been complied with or that they do not apply to the disposition"

12.9.2 The Transferor and the Transferee and the Management Company jointly apply to the Chief Land Registrar to enter upon the register of any title to the Property created subsequent to this transfer a restriction in similar form (mutatis mutandis to give equivalent effect) to that set out in the preceding clause of this transfer

The Service Charge

1. In this Schedule the following expressions have the meanings respectively assigned to them:

the "Accountant" means the accountant for the time being of the Management Company which may if it thinks fit employ the Managing Agents as the Accountant for the purposes of this Schedule

the "Accounting Year" means the period of twelve months ending on the 31st day of December in any calendar year or any other period specified by the Management Company

the "Additional Items of Expenditure" means the matters set out or referred to in Part Two of the Second Schedule

the "Aggregate Maintenance Expenditure" means the total amount which shall be certified by the Accountant of expenditure incurred during the Accounting Year in respect of the Services and the Additional Items of Expenditure together with such an amount as shall within the discretion of the Management Company be transferred to a reserve fund in respect of anticipated future expenditure in respect of the Services or the Additional Items of Expenditure

the "Managing Agents" means such managing agents for the Estate (if any) for the time being as may from time to time be appointed by the Management Company

the "Services" means the services for the Estate set out or referred to in Part One of the Second Schedule

the "Service Charge" means the amount payable to the Management Company by the Transferee and certified by the Accountant being a fair proportion attributable to the Property (in respect of which the Managing Agents' decision shall be final and conclusive) of the Aggregate Maintenance Expenditure incurred by the Management Company in the year to which the certificate relates
2. The Transferee shall if required by the Management Company pay by half yearly payments to the Management Company such sum in advance and on account of the Service Charge relating to each subsequent Accounting Year as the Accountant shall specify to be a fair and reasonable interim payment
3. Within three months after the end of the Accounting Year the Accountant shall determine the amounts respectively of the Aggregate Maintenance Expenditure and the Service Charge and shall prepare the certificate in relation thereto and the same together with the said amount shall be notified to the Transferee due credit being given therein for all interim payments made by the Transferee in respect of the said year
4. The Transferee shall within 21 working days of the notification referred to in paragraph 3 of this Schedule in every year pay to the Management Company the Service Charge or there shall be allowed by the Management Company to the Transferee as a credit against any future payment any amount which may have been overpaid by the Transferee by way of interim payment as the case may require
5. Where any payment due from the Transferee under this Schedule is not made on or before the due date the Transferee shall in addition pay interest on all outstanding sums calculated on a daily basis for the period starting on the due date and ending on the date of actual payment at the rate of 4% per annum above the base rate for the time being of National Westminster Bank plc
6. In the absence of appointment of the Accountant the Transferor may exercise or delegate to the Management Company or a surveyor the duties of the Accountant

THE SECOND SCHEDULE

Part One - Services provided by the Management Company

1. The inspecting, repairing, maintaining, servicing, overhauling, amending, altering, lighting (where relevant), renewing, replacing, rebuilding, re-routing, installing, reinstating, and where appropriate washing and cleaning in all such cases to such standard as the Management Company from time to time considers appropriate and adequate of the Common Parts
2. The maintenance repair and replacement of any site signboards erected for the benefit of the Estate

3. The maintenance of adequate public liability or any other insurance reasonably deemed necessary by the Management Company for all the Common Parts
4. The cost of complying with the Management Company's covenant to provide and maintain insurance as hereinbefore set out
5. The costs paid or payable to any Authorities supplying utilities to the Common Parts
6. Any other services relating to the Estate or any part of it provided by the Management Company from time to time and not expressly mentioned in this Schedule provided that the Management Company deems they are necessary acting in accordance with the principles of good estate management

Part Two - Additional Expenses recoverable under the Service Charge

1. The secretarial accountancy administration and legal charges incurred in running the Management Company including the fees of the Managing Agents (if any)
2. The cost of employing such staff and/or contractors as the Management Company deems appropriate for the provision of the Services and administering such provision
3. Without prejudice to the previous paragraph the fees and expenses (and any attributable value added tax) of the Managing Agents
4. The amount which the Management Company shall or may be called upon to pay as a contribution towards the expense of making repairing maintaining rebuilding and cleansing any ways roads pavements or structures Conduits party fences walls or anything which may belong to or be used for the Estate or any part of it exclusively or in common with other premises near or adjoining the Estate
5. The cost of taking all steps reasonably deemed desirable or expedient by the Management Company for complying with making representations against or otherwise contesting the incidence of the provisions of any regulation bye-law legislation order or statutory requirements concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Estate for which the Transferee or any individual Unit owner or occupier is not directly liable
6. The cost to the Management Company of abating a nuisance in respect of the Estate in so far as the same is not the liability of the Transferee or any individual Unit owner or occupier
7. All value added tax (or any tax of a similar nature substituted for it or levied in addition to it) payable by the Management Company in respect of the Services and the Additional Items of Expenditure
8. Such reasonable provision for future expenditure in respect of any of the Services or the Additional Items of Expenditure as the Management Company shall in its discretion consider appropriate including the provision of such reserve fund as the Management Company shall consider appropriate
9. The payment of all rates taxes and other outgoings payable in respect of the Common Parts
10. The costs charges and expenses of preparing and supplying any rules and regulations for the Estate or use of it
11. The cost of providing such security arrangements for the Estate as the Management Company acting in accordance with the principles of good estate management deems appropriate
12. All other expenses properly incurred by the Management Company in the management of the Estate including (without limitation) interest and bank charges

THE THIRD SCHEDULE

The Deed of covenant

This Deed of Covenant is made the day of 201

BETWEEN

(1) ABRAMS WAY RESIDENTS LIMITED of [Company's address] ("the Company") and

(2) [Transferee] of [transferee's address] ("the Transferee")

[(3) JACOBS FOREMAN DEVELOPMENTS LIMITED of Unit 1 Station Industrial Park Duncan Road Park Gate Southampton SO31 1BX ("the Original Transferor")]

NOW THIS DEED WITNESSES as follows:

1. **Definitions**

In this Deed:

- 1.1 The "Property" means []
- 1.2 The "Transfer" means a Transfer dated [] made between Jacobs Foreman Development Limited (1) the Company (2) and The Swaythling Housing Society Limited (3)
- 1.3 The "Transferee's Covenants" means all covenants and obligations undertaken by the Transferee in the Transfer including without limitation those contained or referred to in clauses 12.5, 12.6, 12.7, 12.8 and 12.9 of the Transfer in so far as they relate to the Property
- 1.4 The "Transferee" includes where the context so admits the successors in title of the Transferee and where the Transferee is more than one person all covenants and agreements on the part of the Transferee contained in this deed shall be deemed to have been made jointly and severally by all such persons constituting the Transferee

2. **Recitals**

- 2.1 The Transferee has agreed to accept a transfer of the Property together with the benefit of easements and other rights set out in the Transfer
- 2.2 The Transfer provides that the Transferee (and his successors in title) shall enter into a Deed of Covenant in the manner set out in the Transfer and the parties to this deed have agreed to enter into this deed accordingly

3. **Registration as a Member of the Company**

The Transferee applies to be registered as a member of the Company

4. **Company's Covenants**

The Company covenants with the Transferee with effect from the date on which the Transferee completes the transfer to it of the Property that it will perform its covenants set out in Clause 12.11 of the Transfer

5. **Transferee's Covenants**

The Transferee covenants with the Company [and as a separate covenant with the Original Transferor] that the Transferee will:

- 5.1 observe and perform all the Transferee's Covenants (and in particular but without limitation will pay to the Company the Service Charge (as the same is defined in the Transfer))
- 5.2 in any contract for the sale of the freehold or disposal of a long leasehold interest in the Property include a condition that the intending transferee or lessee as the case may be shall upon completion of the contract apply to become registered as a member of the Company
- 5.3 include in any such contract for the sale of the freehold or disposal of a leasehold interest in the Property a condition precedent to performance of the contract that the intending transferee/lessee shall enter into a deed of covenant with the Company in the terms of this deed and that the intending transferee/lessee shall bear all costs of and incidental to the preparation and execution of the deed including any stamp duty land tax payable on it

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

EXECUTED as a **DEED** by)
JACOBS FOREMAN)
DEVELOPMENTS LIMITED acting)
by [], a director, in)
the presence of:)

Signature of witness:

Name:

Address:

EXECUTED as a **DEED** by)
ABRAMS WAY RESIDENTS)
LIMITED acting by [])
], a director, in the presence of:)

Signature of witness:

Name:

Address:

EXECUTED as a **DEED** by **[Insert**)
buyer's name] in the presence of:)

Signature of witness:

Name:

Address:

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.