

Fieldend
Twickenham
Middlesex

FIELDEND RESIDENTS ASSOCIATION LIMITED

Registered London 647147
Registered Office Fieldend, Twickenham.

22 July 1977

Dear Shareholder(s)

SCHEME OF MANAGEMENT

Enclosed with this letter is :

- a) A copy of the Fieldend Scheme of Management together with a copy of the Order made by the High Court on 21 March 1977 approving the Scheme.
- b) A copy of the Deed by which Foxcombe Investments Limited transfer to the Association the management powers under the Scheme.
- c) A copy of the Deed of Covenant by which the Association covenants with all the members to observe its obligations contained in the Leases.

The Scheme of Management has now been registered as a local land charge by the London Borough of Richmond upon Thames. This now means that the bar on tenants acquiring the freeholds of their houses, but not garages, under the Leasehold Reform Act 1967 is removed.

We are still awaiting our Solicitor's advice about the enfranchisement procedure but, in the meantime, you may care to make arrangements for the enclosures to be filed with the title deeds of your house.

I should be glad if you would return the acknowledgement slip below to me so that we can be sure that all shareholders have received their copy.

Yours truly,



J E FRITH
Chairman

J E Frith
37 Fieldend

FIELDEND SCHEME OF MANAGEMENT

I/We acknowledge receipt of a copy of the Scheme of Management with associated Order and Deeds.

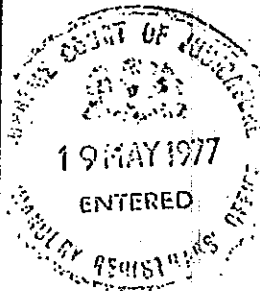
(Date) 1977

House number :



MR NICHOLS
REGISTRAR

OS115



1455

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

1970 F 2435

MR JUSTICE FOSTER at Chambers

MONDAY the 21st day of MARCH 1977

IN THE MATTER of the estate known as FIELDEND
WALDEGRAVE PARK TWICKENHAM MIDDLESEX

and

IN THE MATTER of THE LEASEHOLD REFORM ACT 1967

UPON THE JOINT AFFLICATION of Foxcombe
Investments Limited and Fieldend Residents
Association Limited by Originating Summons dated
8th October 1970

AND UPON HEARING Counsel for the Applicants
AND UPON READING an affidavit of Geoffrey
Paulson Townsend an affidavit of Moira Jean Stuart
an affidavit of Nigel William Pearson all filed
this day and the exhibits therein respectively
referred to exhibit MJC5 to the second mentioned
affidavit, being a copy of a Certificate dated
16th October 1969 of the Minister of Housing and
Local Government given pursuant to Section 19(1)
of the Leasehold Reform Act 1967 relating (inter
alia) to the above-mentioned property

THE COURT being of opinion that the Scheme
annexed hereto is fair and practicable and does not
give the Landlords a degree of control out of
proportion to that previously exercised by them or
to that required for the purposes of the said
Scheme DCMH in pursuance of the provisions of
Section 19 of the Leasehold Reform Act 1967 HEREBY
APPROVE the said Scheme

-1-

AND IT IS ORDERED that the Applicants do
cause the said Scheme to be registered as a local
land charge pursuant to the Land Charges Act 1972

AW

SCHEME

made pursuant to Section 19 of the Leasehold Reform Act 1967
for the management of the Estate at Fieldend, Waldegrave Park,
Twickenham, Middlesex

1. THE expression "this Scheme" includes the Schedule to this Scheme.
2. IN this Scheme:
 - (a) "the plan" means the plan annexed to this Scheme
 - (b) "the estate" means the land situate at Fieldend Waldegrave Park Twickenham Middlesex as shown edged red on the plan and includes all buildings or parts of buildings and all other things at any material time annexed to the land or forming part of it
 - (c) "the grounds" means all parts of the estate not forming part of any house or its curtilage
 - (d) "the landlord for the time being" means Foxcombe Investments Limited whose registered office is at 19 Dryden Court Parkleys Ham Common Richmond Surrey and (where the context admits) includes the agents of the landlord for the time being
 - (e) "enfranchised property" means any property comprised in the estate of which the freehold interest has been acquired from the landlord for the time being or the successors in title of the landlord for the time being to that freehold interest (whether or not acquired pursuant to the Leasehold Reform Act 1967 and whether or not the persons so acquiring the freehold interest were at any time entitled to a leasehold interest in such property) other than the parts of the estate used in common by the estate residents and "enfranchised properties" shall have a corresponding meaning
 - (f) "the owner" means the person or persons from time to time entitled to the freehold interest in an enfranchised property including (where the context so admits) any person interested in such enfranchised property through or under him or occupying the same or any part of it
 - (g) "the house" means any house situated on enfranchised property and "the premises" means the house and lot of land on part of which the house is erected
 - (h) "the Association" means Fieldend Residents Association Limited a company limited by shares and registered under the Companies Act 1948 whose registered office is at 12 Fieldend Waldegrave Park Twickenham Middlesex
 - (i) "the operative date" means the date of the registration of this Scheme as a local land charge

- (j) any reference to a provision clause or schedule without reference to the document of which it forms part is a reference to a provision clause or schedule contained in this Scheme
3. Within 7 days of the date of Entry of an Order of the High Court of Justice approving the Scheme the landlord for the time being shall:
- (a) register this Scheme as a local land charge and
 - (b) immediately after such registration execute a deed in the form of the draft deed set forth in Part 6 of the Schedule hereto transferring all of the powers and rights conferred by this Scheme on the landlord for the time being to the Association
4. As from the operative date:
- (a) the owner of enfranchised property shall be bound by the obligations imposed on him by this Scheme in the manner indicated by paragraph (a) of sub-section (10) of section 19 of the Leasehold Reform Act 1967
 - (b) the said obligations shall be enforceable by the landlord for the time being in the manner indicated in the said paragraph (a) and the landlord for the time being shall have the charge and the powers and remedies for enforcement conferred by sub-section (8) of the said section 19 and by this Scheme
 - (c) on execution of the deed referred to in Clause 3(b) above the expression "the landlord for the time being" in sub-section (10) of the said section 19 and in paragraph (b) of this Clause shall (pursuant to sub-section (7) of the said section 19) have effect as a reference to the Association and all the powers and rights conferred by this Scheme on the landlord for the time being shall accordingly be transferred to and become exercisable by the Association
5. The provisions of this Scheme shall extend and apply to all enfranchised properties
6. This Scheme may at any time be terminated and may from time to time be varied in whole or in part by the High Court upon an application made by (a) the association or (b) by or on behalf of not less than 20 per cent of the owners of enfranchised property or 5 such owners whichever is the greater

THE SCHEDULE

Part I

OWNER'S OBLIGATIONS

1. The Owner shall:
- (1) Keep the house and the boundary walls or fences of the premises marked "T" on the plan in good tenantable repair and forthwith replace all broken glass with glass as nearly as possible of the same kind

- (2) Once in the year One thousand nine hundred and seventy eight and in every third year thereafter or such further period as may be decided by the Association paint with three coats of first quality proprietary paint in a good and workmanlike manner all the exterior wood iron stucco and cement work of the house the colours of such decoration to be either those originally applied or to be such as shall be approved in writing by the Association PROVIDED that the due performance by the Association of the covenant contained in paragraph (1) of Clause 2 of this Schedule shall be accepted as due performance by the owner of the obligations under this paragraph (2)
- (3) Permit the agents of the Association at reasonable times of the day and whenever possible giving reasonable notice to enter the premises with or without surveyors workmen and others for the purpose of executing repairs decorations or alterations to any adjoining houses all such work being done with reasonable despatch and the person exercising this right making good all damage thereby caused
- (4) Permit the agents of the Association at reasonable times of the day and whenever possible on giving reasonable notice to enter the house and examine the state of repair thereof and to make good all defects for which the owner is responsible under this Scheme within one calendar month of the service of written notice by the Association on the owner requiring such making good
- (5)
 - (a) keep the house insured against comprehensive risks in such sum as shall be certified by the surveyor for the time being of the Association as representing the full value thereof in such reputable insurance office as the Association shall approve and in case of destruction or damage by any such risk then to lay out the moneys received in respect of such insurance in rebuilding or re-instating the house making up out of his own moneys any deficiency in the said insurance moneys
 - (b) produce the policy of such insurance and the receipt for the last premium paid thereon to the Association whenever reasonably required
- (6) If the owner at any time makes default in the performance of any obligation contained in this Scheme relating to repair of the house permit the Association (without prejudice to any other rights of the Association under this Scheme) to enter the house and repair it at the owner's expense in accordance with the said obligations the expenses thereof being forthwith repayable by the owner on demand
- (7) Not damage any of the structural parts of the house nor erect any new buildings on the premises

- (8) Not in any manner whatsoever alter the external appearance or colour of the house (whether by alteration or addition) or the boundary walls or fences on the premises without the written consent of the Association
- (9) Not use the house otherwise than as a private dwelling
- (10) (a) not transfer any interest in the premises (i) other than the whole of the fee simple in the whole of the premises (ii) otherwise than to a person who simultaneously acquires and forthwith thereafter becomes the registered holder beneficially for his own use of the owner's holding of a share in the Association

(b) within three calendar months next after any transfer or devolution of the owner's interest in the premises give notice in writing thereof to the Association or its Solicitors and produce the instrument of such transfer or devolution and pay a fee of two pounds for the registration of such notice
- (11) Perform and observe the Regulations set out in Part 3 of this Schedule
- (12) Pay the Association by equal instalments in advance on the usual quarter days a yearly sum to be determined by the committee in accordance with the rules of the Association SO THAT all members paying a like sum the aggregate of sums received from all its members shall equal the aggregate amount reasonably required to be expended by the Association in connection with the performance of its obligations under the leases to which it is a party and under this Scheme the wages of its employees and the administrative and office and other incidental expenses of the Association in running its business

Part 2

THE ASSOCIATION'S OBLIGATIONS

2. The Association shall:
 - (1) During the year One thousand nine hundred and seventy eight and in every third year thereafter paint the outside wood iron and stucco and cement work of the house and the other houses and buildings on the estate with three coats of first quality proprietary paint in a good and workmanlike manner the colours of such decoration to be either those originally applied or as approved by the Association in general meeting

- (2) Keep the outside of the windows of all the houses on the estate cleaned not less often than once a month
- (3) Maintain the grounds in good order and condition and keep them properly tended and stocked and keep the paths carriage ways and car parks as laid out (which may be in the respective positions indicated on the plan annexed hereto or may vary in position and number) properly repaired surfaced swept lighted and free from litter (until any of them shall be taken over by the Local Authority) and keep any boundary fences or walls which are not the responsibility of individual lessees or owners properly maintained and replaced where necessary
- (4) Maintain the estate substantially in the form in which it is now laid out
- (5) Keep the Association and the owners insured against all third party claims resulting from the use of any part of the estate (other than such parts thereof as are comprised in individual leases of the premises thereon or as are enfranchised properties) by the owners his friends servants and employees and any other person whomsoever
- (6) Admit the owner at all times to membership of the Association

Part 3

REGULATIONS

3. (1) No act or thing to be done which shall or may cause damage or be or become a nuisance annoyance or inconvenience to the neighbourhood or any occupier of any house on the estate shall be done by the owner or suffered by him to be done by any member of his family or household or any guest or other licensee of his whether in the house or on any other part of the estate to which the owner or such other person as aforesaid has a right of access (the other regulations contained or referred to in this schedule shall not be taken as restricting the generality of this regulation)
- (2) (a) no washing to be exhibited outside the house on Saturdays or Sundays
 (b) no washing to be exhibited on other weekdays except behind the screen erected at the end of the garden and so that no washing shall be hung at a height of more than 4 feet 6 inches from the ground so that any clothes line shall be erected between the said screen and the rear boundary fence and not between the fences separating the house from the adjoining houses
- (3) No windows or lights belonging to the house shall be stopped up darkened or obstructed otherwise than by the use of normal curtaining material or sunblinds

- (4) Vehicles shall not be parked on the estate otherwise than in the car parks provided thereon and no vehicle shall be suffered to remain in any of the said car parks for longer than such period as shall be reasonable having regard to the reasonable requirements of the owner and his licensees in connection with the use of the house and the estate and to the similar rights of lessees and other owners and their respective licensees and in no case shall vehicles be suffered to remain overnight in the said car parks (except in the case of vehicles used by occasional temporary visitors)
- (5) The owner and members of his family or household and all guests and other licensees of his shall comply with all or any regulations which the Association may from time to time make in respect of the use of the gardens and grounds of the estate

Part 4

EXPENSES AND GENERAL

4. (1) The owner shall pay to the Association all costs charges and expenses (including legal costs and fees payable to a surveyor) incurred by the Association in connection with any act or thing done or reasonably required to be done by the Association by virtue of this Scheme specifically in relation to the enfranchised property and in particular shall pay all expenses (including such costs and fees) of and incidental to the inspection of any part of the enfranchised property the drawing up of schedules of dilapidations and notices and any inspection to ascertain whether any notice has been complied with
- (2) For the avoidance of doubt it is declared that all work agreed to be performed in this Schedule shall be performed in a workmanlike manner
- (3) Any demand for payment notice or other document required or authorised to be given to the owner shall be well and sufficiently given if sent by the Association or the agent for the time being of the Association through the post by registered letter to the owner by name or by the general description of "the owner" or left for the owner at the owner's house AND any demand notice or other document required or authorised to be given to the Association shall be well and sufficiently given if left or sent through the post by registered letter addressed to the Association at the registered office of the Association or at the usual or last known place of abode or business of the Association AND any demand notice or other document sent by post shall be assumed to have been delivered in the usual course of the post

- (4) The Association shall not be liable or responsible for any damages suffered by the owner through any defect in any fixture wire pipe machinery or thing in or upon the estate or through the neglect default or misconduct of any employee of the Association

Part 5

ENFORCEMENT

5. Any sums which become payable by the owners to the Association under any of the provisions of the Scheme and which remain unpaid for 21 days after the same have become due shall be recoverable by action as ordinary civil debts and shall also be charged on the enfranchised property for the purpose of enforcing such charge the Association shall have the same powers and remedies under the Law of Property Act 1925 as if it were a mortgage by deed having powers of sale and leasing and of appointing a receiver PROVIDED THAT whenever money is advanced (whether or not by further advance) or re-advanced on the security of the estate or interest of the owner of enfranchised property any charge securing such an advance or re-advance shall take effect in priority to the Scheme Charge in question.

Part 6

THIS DEED made the day of 197
BETWEEN FOXCOTBE INVESTMENTS LIMITED whose registered office
is at 19 Dryden Court Parkleys Ham Common Richnond Surrey
(hereinafter called "Foxcombe") of the one part and FIELDEND
RESIDENTS ASSOCIATION LIMITED a company limited by shares and
registered under the Companies Act 1948 whose registered office is
situate at 12 Fieldend Waldegrave Park Twickenham Middlesex
(hereinafter called "the Association") of the other part

WHEREAS

- (1) The High Court of Justice (Chancery Division) on the twenty-first day of March 1977 approved a scheme under section 19 of the Leasehold Reform Act 1967 in proceedings entitled in the matter of the estate at Fieldend Waldegrave Park Twickenham Middlesex and in the matter of the Leasehold Reform Act 1967 the reference to the record whereof is 1970-F-No. 2435
- (2) Paragraph (b) of clause 3 of the said scheme provided that immediately after registration of the scheme as a Local Land Charge Foxcombe (in the scheme defined as "the landlord for the time being") should execute a deed in the form of the draft deed set forth in Part 6 of the Schedule to the said Scheme (being a deed in the form of these presents)

(3) The said scheme has been duly registered as a Local Land Charge. NOW in pursuance of the said provision THIS DEED WITNESSETH as follows

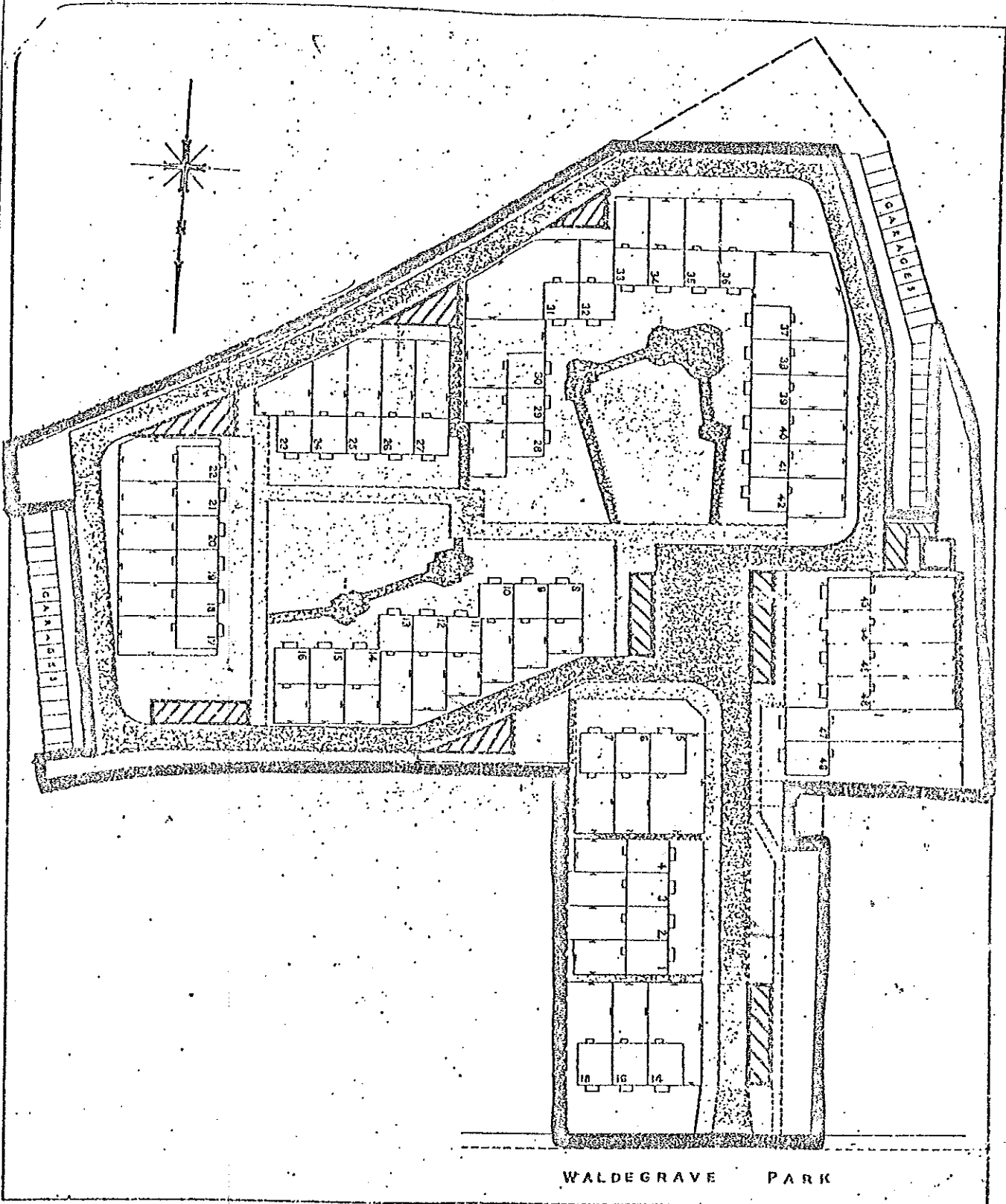
1. FOXCOMBE HEREBY TRANSFERS to the Association absolutely and irrevocably all the powers and rights conferred by the Scheme on the landlord for the time being

2. FOXCOMBE HEREBY IRREVOCABLY APPOINTS the Association the attorney of Foxcombe in its name and on its behalf to enforce all the covenants (other than for the payment of ground rent) contained in any of the Leases of the property on the estate at Fieldend (as defined in the Scheme) in respect of which Foxcombe is at the date of this Deed the immediate reversioner and for that purpose to take (or defend) all requisite legal proceedings and demands whatsoever

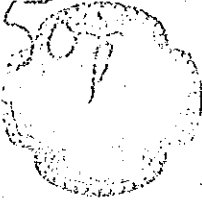
3. THE ASSOCIATION HEREBY COVENANTS with Foxcombe that the Association will not consent to any change in the visual appearance of any enfranchised property comprised in the said scheme before a majority of the houses comprised in the estate referred to in such Scheme have been enfranchised without obtaining the prior approval of Foxcombe to such a change

IN WITNESS whereof the parties hereto have caused their respective common seals to be hereunto affixed the day and year first above written

S.J. Storr
Counsel for the
Applicants
Witness
5.14.77.



WALDEGRAVE PARK



THIS DEED made the *Foursixth* day of *July* 1977 BETWEEN FOXCOMBE INVESTMENTS LIMITED whose registered office is at 19 Dryden Court Parkleys Ham Common Richmond Surrey (hereinafter called "Foxcombe") of the one part and FIELDEND RESIDENTS ASSOCIATION LIMITED a company limited by shares and registered under the Companies Act 1948 whose registered office is situate at 12 Fieldend Waldegrave Park Twickenham Middlesex (hereinafter called "the Association") of the other part

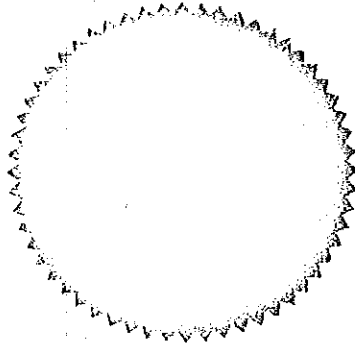
WHEREAS

- (1) The High Court of Justice (Chancery Division) on the twenty-first day of March 1977 approved a scheme under section 19 of the Leasehold Reform Act 1967 in proceedings entitled in the matter of the estate at Fieldend Waldegrave Park Twickenham Middlesex and in the matter of the Leasehold Reform Act 1967 the reference to the record whereof is 1970-F-No. 2435
- (2) Paragraph (b) of clause 3 of the said scheme provided that immediately after registration of the scheme as a Local Land Charge Foxcombe (in the scheme defined as "the landlord for the time being") should execute a deed in the form of the draft deed set forth in Part 6 of the Schedule to the said Scheme (being a deed in the form of these presents)
- (3) The said scheme has been duly registered as a Local Land Charge

NOW in pursuance of the said provision THIS DEED WITNESSETH as follows

1. FOXCOMBE HEREBY TRANSFERS to the Association absolutely and irrevocably all the powers and rights conferred by the Scheme on the landlord for the time being
2. FOXCOMBE HEREBY IRREVOCABLY APPOINTS the Association the attorney of Foxcombe in its name and on its behalf to enforce all the covenants (other than for the payment of ground rent) contained in any of the Leases of the property on the estate at Fieldend (as defined in the Scheme) in respect of which Foxcombe is at the date of this Deed the immediate reversioner and for that purpose to take (or defend) all requisite legal proceedings and demands whatsoever
3. THE ASSOCIATION HEREBY COVENANTS with Foxcombe that the Association will not consent to any change in the visual appearance of any enfranchised property comprised in the said scheme before a majority of the houses comprised in the estate referred to in such Scheme have been enfranchised without obtaining the prior approval of Foxcombe to such a change

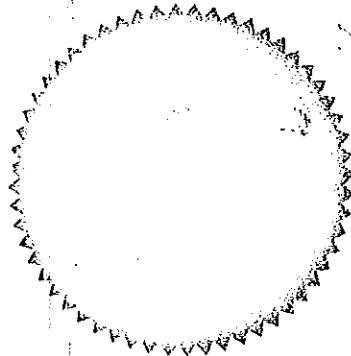
IN WITNESS whereof the parties hereto have caused their
respective common seals to be hereunto affixed the day and
year first above written



(THE COMMON SEAL OF
(FOXCOMBE INVESTMENTS
(LIMITED was hereunto
(affixed in the presence of

Lennie Belsky
Director

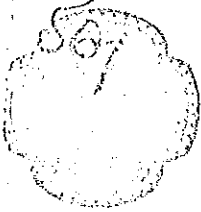
J.P. [illegible]
Secretary



(THE COMMON SEAL OF
(FIELDEND RESIDENTS
(ASSOCIATION LIMITED) was
(hereunto affixed in the presence
(of

Director *J.P. [illegible]*

Secretary *Maria J. Stuart*



THIS DEED made the *first-enth* day of *July* 1977 BY FIELDEND RESIDENTS ASSOCIATION LIMITED a Company registered under the Companies Act 1948 whose registered office is situate at 12 Fieldend Waldegrave Park Twickenham Middlesex (hereinafter called "the Association")

SUPPLEMENTAL to

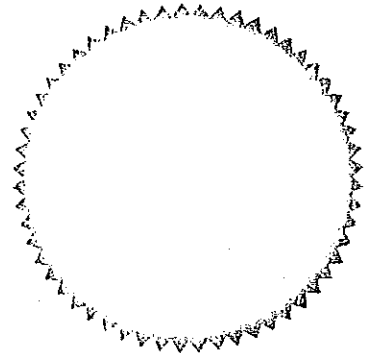
(A) A Scheme approved by the High Court of Justice (Chancery Division) on the 21st day of March 1977 under Section 19 of the Leasehold Reform Act 1967 in proceedings entitled in the matter of the estate at Fieldend Waldegrave Park Twickenham Middlesex and in the matter of the Leasehold Reform Act 1967 the reference to the record whereof is 1970 F. No. 2435 and

(B) A Deed dated the *14th* *July* 1977 and made between Foxcombe Investments Limited of the one part and the Association of the other part

WITNESSETH that the Association HEREBY COVENANTS with the owner or owners for the time being of lands and property at present known as Fieldend Waldegrave Park Twickenham Middlesex to the intent that the benefit of this covenant may be annexed to and run with each and every part of such lands and property to observe and perform the obligations on the part of the Association contained in the said Scheme AND HEREBY ACKNOWLEDGES the right of such owner or owners to the production of the Deed (the possession of which is retained by the Association) and to delivery of copies thereof

IN WITNESS whereof the Association has caused its Common Seal to be hereunto affixed the day and year first before written

THE COMMON SEAL OF FIELDEND)
RESIDENTS ASSOCIATION LIMITED)
was hereunto affixed in the presence of:)



Director

R. Litt

Secretary

Mona Stewart