2710

FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)

Case Reference	:	**LON/00AZ/OEV/2013/0002**
Property	:	**1-15 Blessington Close, Lewisham, London SE13 5ED**
Applicant	:	**The Merchant Taylors' and Christopher Boone's Almhouse Charity**
Representative	:	**Charles Russell LLP**
Respondents	:	**Elian Thomas Miles Jones – 1** **Anne Patricia Murphy – 2** **Hillel David Hope – 3** **Gillian Anne Nice – 4** **Asuncion James – 5** **Denis Anthony O'Leary and Sheila Ann O'Leary – 6** **Rita Watts – 7** **John Robert Greenhalf and Margaret Ann Greenhalf – 8** **Jeremy Roger Green – 9** **The Sisters of the Sacred Hearts of Jesus and Mary – 10** **Alfred William Wood -11** **Graham Gerard Pollard – 12** **Peter Graham -13** **Doreen Bella Curzon – 14** **David Fleming and Zoe Louise Rosamond Fleming - 15**
Representative	:	**Various**
Type of Application	:	**Variation of an estate management scheme under section 75 of the Leasehold Reform Housing and Urban Development Act 1993**

Date and venue of Hearing	:	**10 Alfred Place, London WC1E 7LR**
Date of Decision	:	**17 July 2013**

DECISION

Background

1. The Applicant seeks to vary the Estate Management Scheme ("EMS") created by Order of Mr Justice Brown Wilkinson on 31 July 1979 under section 19 of the Leasehold Reform Act 1967 (the 1967 Act). They make their application under section 75 of the Leasehold Reform Act 1993 (the 1993 Act).

2. The variation sought was set out in some detail in the application. This has since been revised and a copy of the final version of the variation sought is included in the bundle lodged for the hearing.

3. Directions were made in this matter dated 9 April 2013 which provided for the parties to take steps to prepare for the hearing. In accordance with those directions a bundle of documents was lodged for the hearing.

Inspection

4. The tribunal inspected the property on the morning of 8 July 2013. The tribunal was accompanied by Mr Gammon, surveyor for the Applicant and Mr Greenhalf, the freeholder of number 8. The well-maintained estate consists of two terraces of two-storey brick houses with tiled roofs and a central communal footpath access. At the East end there is

a parking court with space for approximately eight visitors' cars and a row of lock-up garages. We were shown inappropriately parked cars and told that several of the garages are not used or are let to non-residents.

The Hearing

5. A hearing took place at 12 noon on 8 July 2013. It was attended by Mr Edwin Johnson QC for the Applicant with Ms Clark of Charles Russell LLP and Mr Gammon also attending. Mr Greenhalf, the owner of number 8 also attended.

6. Counsel confirmed that there had been some early objections to the application. However after discussion these had all been resolved and accordingly there were now no objections to the application.

7. The original Order at clause5 provided that:

" *(a) the Manager may at any time with the approval of the High Court (b) Terminate or vary all or any of the provisions of the Scheme or exclude part of the Estate from the Scheme if a change of circumstances shall make it appropriate"*

8. The Applicant is the successor in title to the Manager named in the EMS.

9. Mr Gammon, company surveyor for the Applicant, made a witness statement in support of the application. The tribunal was informed that unauthorised parking in the visitors cars park is an historic and ongoing problem for the following reasons;
    - The residents are not able to apply for a parking permit to park on the adjoining road
    - Third parties/neighbours/visitors part in the parking area to avoid incurring parking charges

- The parking area is sometimes used for illegal and immoral purposes

10. Under the terms of the scheme the residents are not permitted to park on the parking area although each freeholder is required to contribute 1/15 of the cost of maintenance. The Applicant wishes to avoid confrontation with the residents by seeking to enforce those parking restrictions.

11. Further the estate is providing a negative yield when the costs of administration, management and service charge collection are taken into account.

12. In addition as the Estate is held both by and in trust for a *"charity"* for the purposes of section 117 of the Charities Act 2011 the trustees' duty is to *"maximise returns for the benefit of the beneficiaries of the trust"*.

13. The car parking issues have steadily increased with rising levels of car ownership. Informal discussions were undertaken with residents as early as 2007 to try and reach agreement. Early proposals were not acceptable to residents. In April 2010 PRP architects were instructed to review the site and design a redevelopment scheme to include 15 car parking spaces and two new houses, but once again the scheme was unacceptable to residents. The Applicant then submitted a planning application and the residents were consulted and made representations to the LPA.

14. This revised scheme provides for the construction of 2 new units and for 19 car park spaces: 15 for the houses, one for each of the new units and two to be designated as disabled car parking spaces. On obtaining planning permission the Applicants have made this application to the tribunal for variation of the scheme.

15. The benefits said to arise from the scheme include;

- The residents being granted a licence to occupy a parking space which is a substantial benefit given that they currently have no right to park
- The capital expenditure of creating the car parking scheme will be borne by the Merchant Taylors' Boone's Charity as part of the overall development, this cost being estimated at £200,000.
- The current required refurbishment of the car park will no longer be required
- The ongoing liability for maintenance of the car park will be reduced to 1/17th share rather than 1/15th as at present. The areas to be maintained will be reduced.
- The open market value of the existing houses will be increased by around £10,000 per property on the basis that the properties will now benefit from a licence to park.
- For the Applicant there will be capital receipts of around £300,000.
- The modernisation of the scheme will result in a more workable arrangement and fewer management responsibilities

16. The tribunal heard that the residents had specifically requested that a new entry barrier be installed. It was proposed that the anticipated capital cost of approximately £2-2,500 of the barrier should be borne by the residents because they had asked for it. However on questioning it was confirmed that the installation of the barrier is required as a condition of the planning consent.

17. The variations have been developed and the tribunal was provided with what is described as the "Third Draft" which has been agreed with the residents. It is asked to make a variation to the estate management scheme on that basis. The variations include the new units and provide for a contribution of 1/17th rather than 1/15th to the annual costs

The tribunal's decision

18. The tribunal was satisfied that it was appropriate to grant an order varying the scheme for the reasons outlined above.

19. It does however consider that the costs of the installation of the barrier should be borne by the Applicant given that such installation is a requirement of the planning consent.

20. It therefore orders that the scheme be varied in the form outlined in the Third Draft of the scheme attached to this decision save that amendments should be made to clause 7(b) to remove the reference to a contribution to the cost of installation of the barrier and subsequent improvement or replacement and any other necessary consequential amendments necessary.

S O'Sullivan
17 July 2013

DRAFT REVISED ESTATE MANAGEMENT SCHEME FOR BLESSINGTON CLOSE

1. In this Scheme (as hereinafter revised) the following expressions shall where the context so admits bear the following meanings that is to say

(a) "The Plan" means the revised plan annexed hereto

(b) "The Estate" means Blessington Close in the London Borough of Lewisham being the area edged red on the Pplan, and includes, for the avoidance of doubt, the two new houses to be constructed within the Estate ("the New Houses"), the location of which is shown on the Plan

(c) "The Manager" means the Master and Wardens of the Merchants Taylors of the Fraternity of St John Baptist in the City of London or other trustees for the time being of the Charity of Christopher Boone in the Ancient Parish of Lee in the London Borough of Lewisham or a successor Charity thereto

(d) "The Enfranchised Property" means any property forming part of the Estate the freehold of which shall have been acquired from the Manager by any other person whether pursuant to Part I of the Leasehold Reform Act 1967 or otherwise and also includes the New Houses and each of them

(e) "The Owner" means the person for the time being entitled to the freehold interest in an Enfranchised Property and (unless the context otherwise requires) any other person from time to time interested in or occupying the Enfranchised Property. References to the Owner and the Owners include, as the context requires, references to the Owners and each and any of the Owners.

(f) References to the provisions of the Scheme include references to the provisions of the Scheme and each and any of those provisions.

2. The Scheme shall apply to each Enfranchised Property as from the date of enfranchisement and, in the case of each of the New Houses, shall apply to each of the New Houses from the date on which practical completion of the respective New House takes place, and the Scheme shall be enforceable by the Manager against every person who shall for the time being be an Owner in respect thereof (but not after he shall have parted with all his interest in the Enfranchised Property PROVIDED THAT notice of such change of ownership shall have been served on the Manager) as if such person had covenanted with the Manager to be bound by the Scheme

3.

(a) All sums payable to the Manager by any Owner under any of the provisions of this Scheme which shall not have been paid to the Manager before the expiration of 28 days after the Manager shall have notified the amount thereof in writing to the Owner by whom the same are payable and demanded payment thereof shall be a charge on that Owner's property enforceable as mentioned in Sub-section 8 of Section 19 of the Leasehold Reform Act 1967 subject however to the provisions of the following Sub-clause (b)

(b) Provided that any such charge and the powers of the Manager for enforcing the same shall be postponed and take effect in all respects subject to any mortgage or charge effecting the Enfranchised Property or any part thereof whether effected before or after the date of this Scheme coming into force and being a charge upon the premises either registered at H.M. Land Registry or under which the charge or mortgagee is entitled to possession of the title deeds and the Owner of any such charge or mortgage shall have the right to make further advances to rank in priority to the charge arising under this Scheme

4. Notice of any document effecting or evidencing a change of ownership of the Enfranchised Property (together with a certified copy of such document) shall be served on the Manager within one month of such change and the Manager shall be entitled to charge a reasonable fee for the registration of the same Pending service of such notice the Manager shall be entitled (without prejudice to its rights against the new Owner) to continue to treat the former Owner as an Owner of the property

5. The manager may at any time with the approval of the High Court

(a) Terminate or vary all or any of the provisions of the Scheme or exclude part of the Estate from the Scheme if the change of circumstances shall make it appropriate and

(b) Transfer all or any of the powers rights and obligations conferred by the Scheme on the Manager to a Local Authority or other body (including a body constituted for the purpose)

6. The Owner shall comply with and carry out the following restrictions and obligations

(1)

(a) The Owner shall be bound to insure to the full re-instatement value the Enfranchised Property against loss or damage by fire explosion storm or tempest with insurers of repute and whenever required will produce to the Manager the policies of such insurance and receipt for the premium payable in respect thereof for the current year

(b) If any Owner shall make default under the preceding Sub Sub-Clause it shall be lawful for (but not obligatory on) the Manager to insure the property in question and the premium paid and the Managers reasonable costs and expenses in connection therewith shall be payable by the Owner and shall be charged upon the said property

(c) The Owner shall apply all monies received under any insurance in rebuilding and re-instating the Enfranchised Property as previously erected or in such other manner as shall have been previously approved by the Manager such works to be carried out to the reasonable satisfaction of the surveyor of the Manager and if such monies be insufficient for such purpose the Owner of such Enfranchised Property shall make good the deficiency

(d) Provided always that the provisions of this Sub-Clause shall not apply to an Owner who is possessed of an interest in the Enfranchised Property which at the time of its creation was less than a term of seven years

(2) The Owner shall pay to the Manager the sum or sums of money which the Manager shall expend in respect of the water rate payable for the Enfranchised Property

(3)

(a) Subject as hereinafter provided the Manager shall be entitled at such time as the Manager shall think fit to provide for the making of a separate connection from the Enfranchised Property to the main water supply at the Owner's expense provided that the Manager shall only be entitled to exercise such rights against an Owner who persistently

delays in the payment of water rates in respect of the Enfranchised Property

(b) No separate connection from the Enfranchised Property to the mains water supply shall be made save with the consent and in accordance with the specifications and under the supervision of the Manager

(c) The Manager's reasonable costs in carrying out the said works giving the said consent drawing up the said specifications and carrying out the said supervision shall be payable by the Owner and shall be charged upon the Enfranchised Property

(d) Provided always that the said costs and expenses shall not be payable by an Owner who is possessed of an interest in the Enfranchised Property which at the time of its creation was less than a term of seven years

(4)

(a) The Owner shall from time to time and at all times well and substantially repair and maintain and keep repaired and maintained the Enfranchised Property and all additions thereto and all party and other walls sewers drains pipes cables water courses and other appliances thereto belonging

(b) The Owner shall paint twice over with good quality paint the outside of the Enfranchised Property where it is at present so painted every five years the first such painting to take place in the year 1982

(c) All interior walls which are common to the Enfranchised Property and any adjoining premises are party walls and shall be maintained by the Owner and the owner of such adjoining premises jointly any difference as to the amount or amounts to be paid by the Owner and the owner of such adjoining premises to be settled at the expense of such owners by the Surveyor of the Manager whose decision shall be final and binding on all parties

(d) The Owner shall not alter the colour of the external decorations (other than the front door) of the Enfranchised Property without the consent of the Manager

(5) The Manager and all persons authorised by it in that behalf may from time to time upon prior appointment during the day time enter the Enfranchised Property or any part thereof for the purpose of ascertaining whether the scheme is being complied with in respect of such property or any neighbouring property

(6)

(a) Any Owner (save such owners as are specified in Clause 6(1)(d) in relation to obligations imposed by Clause 6(1) and such owners as are specified in Clause 6(3)(d) in relation to the payment of the costs and expenses therein specified and lessees of leases to which Section 32 of the Housing Act 1961 applies in relation to the matters mentioned in paragraphs (a) and (b) of subsection (1) of that section) of the Enfranchised Property to whom notice of any breach of a restriction or obligation imposed in respect of such property by this scheme shall have been served by the Manager shall be bound to make good such breach within the time stated in the notice which shall not (save in case of emergency) be less than 28 days

(b) If the Owner shall not remedy such default within such time it shall be lawful for the Manager and any person authorised by it in that behalf to enter upon the Enfranchised Property and to take steps and carry out such works as shall be necessary in the opinion of the Manager to make good the breach

(c) Any monies expended by the Manager in effecting such works shall be recoverable by the Manager from the Owner (save such owners and lessees as aforesaid) and shall be charged upon the Enfranchised Property

(7) The Owner shall pay (at the times and in the manner specified in Clause 8) one seventeenth ~~fifteenth~~ of the annual costs incurred by the Manager (including, for the avoidance of doubt any internal costs of and/or to the Managers) in

(a) Keeping in repair the pathways shown coloured blue on the Plan and the car park coloured brown on the Plan

(b) Maintaining and improving the said car park, and m~~M~~anaging the operation of the said car park, specifically including (but without limitation of the generality of the foregoing) (i) the cost of installing and maintaining a barrier entrance system to the said car park (including, without limitation, the cost of initial installation and subsequent improvement and replacement of the same) and (ii) the cost of any on site security/attendance at the said car park and (iii) the cost of altering the dimensions and/or locations of parking spaces within the said car park and (iv) the cost of adding any parking spaces within the said car park ~~PROVIDED THAT in the event that one or more garages shall be let to persons not residing on the Estate (or shall not be let at all) such proportion shall be reduced to one over (fifteen + X) (where X equals the number of garages so let to non residents or not let at all) part of such annual costs of repair of the said car park the balance of such contribution being made by the Manager and any transfer of the freehold of the garages or any of them by the Manager to a non-resident of the Estate shall contain a covenant on the part of such Transferee to pay such costs~~

(c) For the avoidance of doubt and without limitation of Clause 6(7)(b) above, the matters referred to in Clause 6(7)(b) do not include the initial capital costs of demolishing the garages currently located on the area of the said car park, initial re-surfacing of the said car park and initial creation of the parking spaces shown on the Plan, but do include the initial capital cost of installation of the said barrier system referred to in Clause 6(7)(b)(i) above, in addition to all the other matters referred to in Clause 6(7)(b).

(d~~b~~) Keeping in repair and cleaning all drains and sewers which serve the Estate.

(e~~e~~) Lighting and maintaining the lighting of the Estate.

(f) Keeping in a condition of good husbandry and clear of any rubbish or other debris the landscaped areas shown coloured green on the Plan.

(g) The provision of any other services, facilities and amenities on and/or in connection with the Estate.

(b) The administration and enforcement of the provisions of the Scheme;

(c) The general management of the Estate;

(d) Employing and/or retaining the services of such persons, including professional persons, as may required in connection with the carrying out by the Manager of the matters set out in paragraphs (a) to (c) (inclusive) above;

~~(d) Keeping in a condition of good husbandry the gardens and pleasure grounds shown coloured green on the Plan~~

(8) The Owner shall permit the Manager or any person authorised by it in that behalf of the Owner Lessees or Tenants of any adjoining property with workmen and appliances upon prior appointment during the day time (except in case of emergency) to enter into and upon the Enfranchised Property to execute any works for repairing altering maintaining or rebuilding such adjoining property or for cleansing emptying renewing or repairing any of the sewers drains gutters or rain water pipes belonging to the same the Manager of the Owners or Tenants (as the case may be) making good all damage thereby occasioned to the Enfranchised Property

(9) In the event that the Manager or the Owner Lessee or Tenant of an adjoining property shall enter into and upon the Enfranchised Property in accordance with Sub-clause 6(8) hereof the Owner of such adjoining property shall pay the reasonable costs of the Manager in making good all damage occasioned by such entry to the Enfranchised Property

(10) The Owner shall not make any alterations in the Plan or elevation of that part of the Enfranchised Property which faces the land coloured blue on the Plan or in the architectural external decoration of such elevation or cut alter or injure any of the principal timbers roofs or walls of such decoration without the prior written consent of the Manager

(11) The Owner shall not make any substantial alteration or addition to any fence or boundary or erect any new fences or boundaries nor grow any hedge or hedges on that part of the Enfranchised Property between the house built thereon and the pathway aforesaid coloured blue on the Plan (hereinafter called 'the front lawn')

(12) The Owner shall not permit the gardens of the Enfranchised Property to become unsightly nor shall the Owner maintain the front lawn except as a lawn only to be kept rolled out and trimmed after methods of good husbandry

(13) The Owner shall not use or occupy the Enfranchised Property or any part for any purpose other than that of a single private dwelling house in one occupation only

(14) The Owner shall not erect on the Enfranchised Property without the Manager's consent any advertising or other boards save a board advertising the Enfranchised Property to be sold or let such board however not to exceed six square feet in area

(15) The Owner shall not suffer anything to be done on the Enfranchised Property which may be or become an annoyance nuisance or damage to the Manager or Owners Tenants or occupiers of other premises situated on the Estate

7. The Owner shall perform and observe and see that all members of his family and his licencees observe and perform all and singular the following restrictions and stipulations and conditions

(a) Not to drive park or leave cars on any part of the ~~H~~land coloured blue or on any part of the land coloured green ~~and green~~ on the Plan nor to park or leave cars or allow cars to be parked or left on the land coloured brown on the Plan except for:

(i) pursuant to Clause 10 of this Scheme, the use by each Owner (in this case meaning the owner of the freehold interest in each Enfranchised Property) of the parking space, and only the parking space allotted from time to time by the Manager to the Enfranchised Property of which the freehold interest is in the ownership of such Owner, such allotment to be communicated in writing by the Manager to each such Owner

(ii) the short term parking of ~~visitors~~ cars, but only by visitors to the Enfranchised Property, within the parking spaces, and only within the parking spaces from time to time designated by the Manager (pursuant to its powers in Clause 10(5) of this Scheme)~~area marked out on the Plan~~ as being for the purpose of visitor/disabled parking, and provided

that there is a visitor/disabled parking space available for such purpose at the relevant time ~~for that purpose~~ and provided that any visitor parking space designated as a disabled parking space shall only be used by a disabled visitor

(b) Not to leave or deposit or permit to be left or deposited any perambulators or bicycles goods parcels cases rubbish or any similar articles in or on the gardens of the Enfranchised Property or in or on the land shown coloured blue, green and brown on the Plan or any part thereof, save that the foregoing restrictions shall not prevent one wheelie bin only being kept in the front garden of each Enfranchised Property. ~~or pleasure grounds shown coloured green on the Plan~~

(c) Not to cause any damage or allow any damage to be caused to the landscaped areas shown coloured green on the Plan or any part thereof and not to commit or allow to be committed any wanton act of destruction thereon.

(de) ~~Not to damage the said gardens or pleasure grounds and not to allow any wanton act of destruction thereon~~

~~(d)~~ Not to affix any television or wireless aerial to the outside of the Enfranchised Property

(ce) Within seven days of the receipt by the Owner of any notice order or proposal made given or issued to the Owner by a planning authority under or by virtue of the Town and Country Planning Act 1971 (which said Act for the purposes of this scheme shall be deemed to include any Act or Acts for the time being amending or replacing the same) the owner shall give full particulars thereof to the Manager and also without delay take all reasonable or necessary steps to comply with such notice or order

~~8. The Owner shall pay to the Manager on December 31st in every year (or if later) 28 days next following the service of a detailed statement upon the Owner showing the total amount of the costs incurred by the Manager in that year in the provision or maintenance by the Manager of services facilities and amenities in the Estate including the administration and enforcement of this scheme and the basis upon which the same are calculated and the proportion thereof which shall be due by the Owner. The Owner shall be entitled at any time within a period of 3 months after the date of~~

service of such statement to inspect vouchers and other accounts and records of the Manager supporting such statement. The Manager shall not be entitled to charge management administration or service charges which shall exceed 10% of the total costs properly so incurred by it during any such accounting period in respect of the Scheme

8. The provisions of this Clause 8 apply to the payment of all sums due to the Manager from the Owners pursuant to the provisions of the Scheme including (but without limitation of the generality of the foregoing) this Clause 8.

(1) The sum payable by each Owner pursuant to Clause 6(7) ("the Estate Charge") shall be paid, together with VAT thereon, as follows:

(a) As soon as practicable after the beginning of an accounting year (being the period of 12 calendar months commencing on the first day of January in each year or such other period of 12 calendar months as the Manager may from time to time nominate in writing and hereinafter refer to as "the Accounting Year") the Manager shall serve on each Owner an estimate prepared by the Manager of the amount of the Estate Charge payable by each Owner during that Accounting Year and each Owner shall pay on account of the Estate Charge the sum so estimated by two equal quarterly payments on 25 March and 29 September in every year.

(b) As soon as practicable after the end of each Accounting Year the Manager shall prepare a full and detailed account of (i) the costs incurred by the Manager in relation to the matters referred to in Clause 6(7) for that Accounting Year and (ii) of the amount of the Estate Charge payable by each Owner for that Accounting Year, such account ("the Estate Charge Account") to be certified as true and correct by the Manager, and shall supply a copy of the Estate Charge Account to each Owner, and thereupon the amount of the Estate Charge for that Accounting Year shall be final and binding on each Owner.

(c) Each Owner shall be entitled, upon written request being made to the Manager at any time within a period of three months after the date of the said supply of a copy of the Estate Charge Account (but not at any

other time) to inspect the vouchers and records of the Manager supporting the Estate Charge Account.

(d) If the Estate Charge for any Accounting Year shall exceed the sum estimated on account of the Estate Charge for that Accounting Year pursuant to Clause 8(1)(a), the amount of the excess shall be paid by each Owner to the Manager within 21 days after receipt of the Estate Charge Account by the relevant Owner.

(e) If the Estate Charge for any Accounting Year shall be less than the sum paid by an Owner on account of the Estate Charge for that Accounting Years pursuant to Clause 8(1)(a) then such difference shall be held by the Manager as a credit against any future liability of such Owner under the provisions of the Scheme, to be credited against any such future liability at the discretion of the Manager.

(2) For the avoidance of doubt all other sums due to the Manager from the Owners pursuant to the provisions of the Scheme (ie. all sums due other than the Estate Charge) shall be payable to the Manager forthwith upon written demand being made by or on behalf of the Manager to the relevant Owner or Owners for payment of the same. All such other sums shall also be paid together with VAT thereon.

(3) Subject to this obligation being strictly conditional upon payment by each of the Owners of all sums due to the Manager pursuant to the provisions of the Scheme, the Manager hereby agrees to use its best endeavours to meet the following standards in the performance of the Manager's obligations under the Scheme.

(a) To acknowledge within 7 di communications sent to the Manager by or on behalf of any of the Owners in relation to works to be carried out by the Manager pursuant to the Manager's obligations under the Scheme.

(b) Where possible to arrange for any such work to be carried out within a further period of 28 days.

(c) Where it is not possible to carry out such work within the said period of 28 days, to notify the Owners in writing of the anticipated timescale for completion of such work.

(4) If any sum due from an Owner to the Manager under the provisions of the Scheme is not paid on the due date, the relevant Owner shall be liable to pay interest to the Manager upon the amount of the said sum at the rate of 3% above the Bank of England base rate from time to time for the period from the date when the said sum fell due for payment under the provisions of the Scheme until payment of the same.

(5) For the avoidance of doubt, nothing in Clause 8 or in any other provision of the Scheme qualifies or affects the operation of Clause 3 in relation to sums due to the Manager under the provisions of the Scheme which are not paid.

9. The Manager hereby covenants with the Owners of the Enfranchised Property but subject to this covenant being strictly conditional upon payment by each of the Owners of all sums due to the Manager pursuant to the provisions of the Scheme to

(1) Pay the water rates from time to time charged upon the Enfranchised Property until such time (if any) as separate mains water supply is connected to the Enfranchised Property

(2) Keep in repair the pathway shown coloured blue on the Plan and the car park shown coloured brown on the Plan

(3) Keep in repair and cleanse all drains and sewers which serve the Estate

(4) To provide electric light standards to light the areas coloured blue and brown on the Plan and to take all reasonable steps to keep the same in proper working order

(5) At the Manager's discretion to keep in a condition of good husbandry and clear of any rubbish or other debris the landscaped areas shown coloured green on the Plan.

10.

(1) The Manager shall be entitled to allot to each Enfranchised Property the use of one specified parking space on the land coloured brown on the Plan for the use of the Owner (in this Clause meaning the owner of the freehold interest in each Enfranchised Property) of such Enfranchised Property

(2) For the avoidance of doubt

(i) Each such allotment shall take effect as a licence only to the Owner to use the said parking space and shall not create or give rise to a lease, easement or (without limitation by the foregoing) any other right or interest in or over the said parking space

(ii) The Owner shall not be entitled to assign the said licence to use the said parking space or (without limitation by the foregoing) otherwise to dispose of the said licence or any right or interest therein

(iii) The Manager shall be entitled, at its absolute discretion and at any time, to make changes in the allotment of the said parking spaces, subject to giving (save in cases of urgency) one week's prior notice in writing of such change to the Owners whose use of a parking space is affected by the said change

(iv) The Manager shall be entitled to suspend or restrict the allotment to and use by an Owner of a parking space, for a continuous period of time and/or by way of restriction of the use of a parking space to certain times of the day, in the event that such suspension or restriction is reasonably required by the Manager for the purposes of discharging its duties and powers under this Scheme and/or for some other reasonable cause. For the avoidance of doubt, and without limitation of the generality of the same, reasonable cause shall include the suspension and/or restriction of the allotment and/or use of a parking space in order to permit and/or accommodate the carrying out of any works by the Manager, or by any other person on behalf of and/or with the authority of the Manager.

(v) Without prejudice to the generality of the foregoing powers of the Manager pursuant to this Clause and this Scheme, the Manager shall also be entitled to suspend or restrict or terminate the allotment to and use by an Owner of a parking space, for a continuous period of time and/or by way of restriction of the use of a parking space to certain times of the day or permanently, in the event of any breach by the Owner of the Owner's obligations under this Scheme in relation to the said parking spaces and each of them including, for the avoidance of doubt, any breach of the Owner's obligation of financial contribution

pursuant to Clause 7 of this Scheme, provided that the Manager shall not terminate on a permanent basis such allotment and use of a parking space unless (i) the Manager has first served a notice in writing on the relevant Owner specifying the relevant breach or breaches and calling upon the Owner to remedy the same, and (ii) the relevant breach or breaches have not been remedied by the Owner within a period of one calendar month from the date of the said notice

(3) The Owner shall not assign the said licence to use the said parking space or (without limitation by the foregoing) otherwise dispose of the said licence or any right or interest therein

(4) The Owner shall not park or allow or suffer to be parked more than one car at a time in the said parking space from time to time allotted to the Owner for the use of the Owner, and such car shall not exceed the size of the said parking space and shall be parked within the said parking space

(5) In addition to the Manager's powers under this Clause, as aforesaid, in relation to the said parking spaces allotted for the use of Owners, the Manager shall also be entitled, in its absolute discretion, to do all or any of the following

(i) to designate which parking spaces (if any) shall be available from time to time for visitor/disabled parking, as permitted by Clause 7(a)(ii) of this Scheme, and at what times (if any) such visitor/disabled parking shall be available, such designations to be communicated in writing by the Manager to the Owners

(ii) as part of such designation or for any other reason to change a parking space or parking spaces designated for visitor/disabled parking to a parking space or parking spaces allotted to an Enfranchised Property or to Enfranchised Properties and/or to change a parking space or parking spaces allotted to an Enfranchised Property or to Enfranchised Properties to a parking space or parking spaces designated for visitor/disabled parking

(iii) to alter the location of any parking space, whether designated for visitor/disabled parking or allotted to an Enfranchised Property

(iv) to increase the size of any parking space, whether designated for visitor/disabled parking or allotted to an Enfranchised Property

(v) to increase the number of disabled parking spaces available within the said car park

(vi) to create new (additional) parking spaces within the said car park

(6) For the avoidance of doubt, the provisions of this Clause and of this Scheme (excluding Clause 5 itself) do not in any way affect, qualify or reduce the provisions for termination, variation and transfer contained in Clause 5 of this Scheme

~~(5) At the Manager's discretion to keep in a condition of good husbandry the gardens and pleasure grounds shown coloured green on the Plan~~

~~(6) To contribute such portion of the annual costs of keeping in repair the car park coloured brown on the said Plan as shall be due by it pursuant to Clause 6(7)(a) hereof and to notify the Owner forthwith by notice served at the Enfranchised Property of each letting of a garage to a non-resident of the Estate and the terms of each such letting~~

11~~0~~. In all cases in which the Owner is precluded by this scheme from doing any act without the consent of the Manager such consent shall not be unreasonably withheld. In the event of any dispute as to whether consent has been unreasonably withheld such dispute shall be referred to a single arbitrator to be agreed upon by the Owner and the Manager or in default of agreement to be nominated by the President for the time being of the Royal Institution of Chartered Surveyors in accordance with and subject to the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

12~~1~~. The Manager shall not demise any house on the Estate save upon terms inter alia that the tenant and his successors in title do comply with and carry out like restrictions and obligations to those specified in Clause 6 hereof or do comply with like restrictions and obligations to those contained in the existing leases of houses on the Estate in relation to the matters specified in Clause 6 hereof and the Manager shall not vary the terms of any lease (whether present or future) of any house on the Estate in relation to the matters specified in Clause 6 hereof save so as to make such terms accord with the restrictions and obligations specified in Clause 6 hereof in relation to the matter in question