

Covenants for Leasehold Apartments

Full details of these covenants can be found in the full copy of the Lease applicable to all leasehold properties.

1. Not to do or permit or suffer anything to be done in or upon the Premises or any part thereof which may be or become a nuisance or annoyance or cause damage or inconvenience to the Lessor or the lessees or occupiers of other properties on the Estate nor may the Premises be used for any immoral illegal or unlawful purpose
2. Not to do or permit or suffer to be done anything whereby the Lessor's or the Manager's policy or policies of insurance on the Estate or any part or parts thereof may become void or voidable or whereby the premium thereon may be increased and to repay to the Lessor or as the case may be to the Manager all sums paid by way of increased premiums and all expenses incurred by it in or about any renewal of such policy or policies rendered necessary by a breach of this covenant and to notify the Lessor or the Manager as the case may be as soon as possible of any event which is likely to lead to a claim on the Lessor's or the Manager's insurance(s)
3. Not to use the Parking Space for any purpose other than the parking of private motor vehicles having a current road fund licence.
4. Not to obstruct or block or permit to suffer to be obstructed or blocked wholly or partially in any way whatsoever any part of the Roads, Accessways or Footpaths.
5. Not to block or obstruct or allow to be blocked or obstructed all or any part of the Common Parts.
6. Not to deposit or permit or suffer to be deposited on any part of the Estate (except in any areas designated within the Manager's Land as Refuse Areas) any rubbish or refuse of any kind and not to use the said Refuse Areas for any purpose other than for the placing of domestic rubbish contained within a sealed refuse disposal bag or other similar sealed container.
7. Not to do or suffer to be done anything on or to the Premises which may prejudice weaken or endanger the Premises or the Main Structures in any way whatsoever and not without the previous consent of the Manager to place or keep or permit to be placed or kept in or on the Premises or any part thereof any heavy article in such position or in such quantity or weight or otherwise in such manner howsoever as to overload or damage or to be in the opinion of the Manager likely to overload or damage the Building or any part thereof nor to use any part of the Premises in such manner as to subject them to any strains beyond that which they are designed to bear.

8. No part of the Premises shall be used or be permitted to be used for any purpose save that of a single private dwelling.
9. No placard or nameplate other than the name or number of the Premises (which in any event shall be of such type and in such position as the Manager in its absolute discretion shall determine) shall be placed or allowed on any part of the building.
10. No television or other aerial or satellite dish other than any communal systems shall be erected or kept on the outside of the Premises.
11. Not to allow any petrol or oil to escape or drain into any of the pipes, sewers or drains laid in on over or under the Estate or any part thereof nor to keep or allow to be kept on the Premises any flammable explosive noxious or dangerous substances of any kind.
12. No person may reside in the Premises unless the floor is covered with carpets rugs or other suitable materials with sound dampening qualities (including wood flooring properly laid with sound dampening qualities) except that they may be removed for cleaning, repairing or decorating or for some similar temporary purpose.
13. No rags dirt rubbish refuse or other substances shall be inserted into or placed or left in the sinks baths lavatories cisterns or any pipes in the Premises nor shall any blockage or obstruction be caused therein in any other manner whatsoever.
14. Not to hang out or place washing or other articles on the outside of the Premises.
15. Not to throw or allow to be thrown any rubbish or refuse or anything whatsoever out of any window or opening in the Premises.
16. No bird animal or reptile shall be kept in the Premises without the written permission of the Manager which if given shall be deemed to be by way of licence revocable by the Manager at will.
17. Not to cut maim alter or injure any of Main Structures the Building or the principal walls floors ceilings structures timbers iron or stucco work of or on the Premises nor to alter amend or add to the internal layout and design of the Premises or any part thereof without the prior consent of the Lessor and the Manager (such consent not to be unreasonably withheld) and then only upon payment of their proper fees and expenses so incurred including those of their professional and other advisers.
18. Not to make or permit or suffer to be made any claim or objection in respect

of any works of construction building installation alteration addition or repair carried out on the Estate or upon any land or property of the Lessor or in which the Lessor has an interest adjoining or near thereto by the Lessor or by any persons authorised by it provided always that any such works shall be carried out with as little inconvenience to the Lessee as reasonably practicable.

19. Immediately upon receipt thereof to deliver to the Lessor and to the Manager copies of all notices received from the Local Authority or any other corporation authority body or persons affecting the Premises.

20. From time to time and at all times during the term hereby granted (whether the Lessor or the Manager shall or shall not have served notice requiring the Lessee so to do) and utilising best quality materials of their various kinds and in good and workmanlike manner well and substantially to repair the Premises and all improvements and additions thereto or replacements thereof and also all landlord's fixtures and fittings which may at any time during the term be fixed or fastened to the Premises or to any part thereof (including but without prejudice to the generality of the foregoing the space and water heating equipment and installations exclusively serving the Premises and the Transmission Media comprised in and used exclusively for the benefit of the Premises and appurtenances thereof) damage to the Premises by any of the Insured Risks excepted unless and to the extent that such policy or policies of insurance shall have been vitiated or been rendered void or voidable or payment of the policy monies been refused or withheld in consequence of any act or default on the part of the Lessee and to be responsible in all respects for all damage caused to the Premises or to other parts of the Estate or to the Lessor or the lessees of the Apartments and/or to the Manager through the bursting overflowing or stopping-up of such Transmission Media occasioned by or through neglect of the Lessee its servants or agents (damage by the Insured Risks excepted so far and so long as aforesaid) and peaceably to deliver up the Premises to the Lessor in such repair and condition at the expiration or sooner determination of the said term.

21. To keep the glass in the windows of the Premises properly repaired and the windows cleansed and in the seventh year of the said term and in every seventh year thereafter and in the last year of the said term howsoever determined fully effectively and efficiently redecorate in a good and workmanlike manner all parts of the inside of the Premises to at least the standard pertaining at the date hereof or (at the option of the Lessor) to the standard pertaining to new residential accommodation of equivalent value at the determination of the said term.

22. To maintain any garden forming part of the Premises to a standard of cultivation appropriate to the character of the Estate.

23. To permit the Lessor and the Manager or their respective servants or agents with or without workmen and others during the said term at all reasonable times on giving not less than forty-eight hours-notice to the Lessee (except in case of emergency)

to enter the Premises for:-

- 23.1 The purposes of viewing (and to open up floors and ceilings where the same is required in order to view) the condition or user thereof or for inspecting any works in progress or for taking inventories of the fixtures and things to be surrendered at the expiry of this lease and upon written notice by the Lessor or the Manager to execute any repairs including the making good of the said opening up if any (provided that any such opening up shall be made good and that the cost of the Lessor where the same reveals no breaches of the terms hereof lawfully required by such notice in respect of matters for which the Lessee is liable under the provisions hereof) and if the Lessee shall not have commenced to execute such repairs within two months of the date of service upon it of such notice (or if in the opinion of the Lessor or the Manager there is some greater urgency than within such lesser period as may be practicable but in any event without any delay whatever) the Lessor or the Manager may itself execute such repairs and the costs incurred or to be incurred by it in so doing including any architects surveyors' and legal fees (as certified by the Lessor's or as appropriate the Manager's surveyor) shall be a debt recoverable from the Lessees to the Lessor or the Manager as the case may be and shall be forthwith recoverable by action and the Lessee hereby irrevocably appoints the Lessor and the Manager respectively to be the agent of the Lessee throughout the term for the purpose of entering upon inspecting and viewing the condition of any parts of the Premises not all the time of such inspection in the occupation of the Lessee.
- 23.2 The purpose of ascertaining that the covenants and conditions of this Lease have been observed and performed.
- 23.3 To effect any works necessary for repairing maintaining and upholding the Building or the Main Structures.
- 23.4 For any other lawful purpose.
- 23.5 To execute such works as are or may be under or in pursuance of legislation in force at any time during the said term directed or required to be executed upon or in respect of the Premises (and whether by the Lessor or the Lessee thereof).

24. In the case of any assignment sublease underletting or disposition to a person or company not ordinarily resident in England or Wales to supply to the Lessor and the Manager an address for service of notices and proceedings in England other than the Premises which address shall thereafter be deemed the address for service

in England of that non-resident until the Lessor and the Manager have received written notice of an alternative address other than the Premises for service in England.

25. To co-operate at all times during the said term with the Manager and with the persons interested in the other Apartments and premises below above or adjacent to the Premises in all measures necessary for the repairing maintaining and upholding the Building and forthwith to comply with any directions given by the Surveyor to the Lessor or the Manager specifying works which are in his opinion necessary for the purposes mentioned in this paragraph.

26. In the event of the Lessee not being resident in the Premises for a continuous period in excess of three calendar months to notify the Manager or its managing agents in writing of the name and address of a suitable agent being a surveyor solicitor accountant or other person responsible for the compliance on behalf of the Lessee with the Lessee's covenants contained in this Lease.

27. To permit the Lessor at any time or times during the term to erect rebuild or alter the Building or any buildings or erections within the Estate or adjoining thereto to any extent and in any manner the Lessor may think fit notwithstanding that the building so erected rebuilt or altered may obstruct or interfere with the access of light or air for the time being to or enjoyed with the Premises or any part thereof or any building for the time being on the site thereof.

28. To pay all taxes rates charges impositions and outgoings of every description which now are or may hereafter during the said term be imposed assessed or made payable upon or in respect of the Premises or any fraction thereof upon the Lessor the Manager or the Lessee in respect thereof.

29. To observe and perform the covenants contained or referred to in the Property and Charges Register of the title above mentioned so far as the same are still subsisting and capable of being enforced and to indemnify the Lessor against all claims actions proceedings costs damages expenses and demands in respect of any breach non-performance or non-observance thereof.

30. Not to use the Storage Locker for any purpose other than the storage of domestic items ancillary to the occupation of the Apartment as a private residence.

31. To observe the regulations from time to time made by the Manager to regulate the use of the Manager's Land (including but without prejudice to the generality of this provision the Community Leisure Centre)

32. Not at any time in relation to any terrace or balcony within the Premises to allow the balcony or terrace to become unkempt but to maintain the same in a good and neat order.

