

Drafting Notes for a CCS

The commonhold community statement MUST be in the form prescribed by Schedule 3 to the Commonhold Regulations 2004 or in "a form to the same effect".

Adding Extra Provisions

If extra provisions are added in a Part or a Section:

- (a) each additional provision must be inserted in numerical order continuing the numbers within the relevant Part or Section;
- (b) each additional provision must be immediately preceded by a heading which must include "additional provision specific to this commonhold" in the relevant Part or Section; and
- (c) a reference to the heading must be included in the table of contents.

If extra provisions are included in an Annex:

- (a) a new Part 5 headed "ADDITIONAL PROVISIONS SPECIFIC TO THIS COMMONHOLD" must be inserted followed by a numbered paragraph which reads "Additional provisions are set out in Annex" followed by the number given to the Annex;
- (b) a paragraph must be inserted in Section 1.3 giving the number of the Annex and details of its contents; and
- (c) a reference to the heading of the Annex must be included in the table of contents.

Development Rights

There are specific rules for including development rights in the commonhold community statement as follows:

- (a) the provisions must be inserted in an Annex headed "DEVELOPMENT RIGHTS", such Annex must be numbered and be the last Annex in the commonhold community statement and a reference to its heading must be included in the table of contents;
- (b) a paragraph containing "Annex [] specifies the rights of the developer which are designed to permit him to undertake development business or to facilitate his undertaking of development business" must be inserted in Section 1.3 with the Annex number inserted in place of the brackets; and
- (c) paragraph 4.8.14 of the commonhold community statement is treated as including "; or to remove any surrendered development rights" at the end.

COMMONHOLD AND LEASEHOLD REFORM ACT 2002

COMMONHOLD COMMUNITY STATEMENT OF

Linden Gardens

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PART 1: INTRODUCTION

1.1 COMMONHOLD COMMUNITY STATEMENT

1.2 This document is a commonhold community statement (CCS). It defines the commonhold units and the common parts. It also specifies the rights and duties of the unit-holders and the commonhold association, and the procedure to be followed to enforce them.

1.2.1 This CCS imposes obligations on a tenant of a commonhold unit and specifies the procedure to be followed by a tenant to enforce a duty imposed on the commonhold association, a unit-holder, or another tenant.

1.2.2 These rights and duties are in addition to any rights and duties that may exist under the general law.

1.2.3 The provisions of this CCS are subject to the Act and regulations made under it. In particular, regulations may provide that a CCS is to be treated as including specified provisions or as including provisions of a specified kind, for a specified purpose or about a specified matter.

1.2.4 A provision of this CCS has no effect to the extent that it is:

- (a) inconsistent with any provision made by or by virtue of the Act;
- (b) inconsistent with anything which is treated as included in this CCS by regulations;
- (c) inconsistent with the memorandum or articles of association; or
- (d) prohibited by regulations.

1.3 THE COMMONHOLD AND COMMONHOLD ASSOCIATION

1.3.1 The name of the commonhold is in paragraph 1 of Annex 1.

1.3.2 The name and company number of the commonhold association are in paragraphs 2 and 3 of Annex 1.

1.4 STRUCTURE OF THIS DOCUMENT

1.4.1 This CCS is divided into numbered Parts and Annexes. Each of the Parts is divided into numbered Sections with numbered paragraphs. The Annexes are also divided into numbered paragraphs.

1.4.2 Part 1 contains general provisions. Annex 1 sets out the details of the commonhold and the commonhold association.

1.4.3 Part 2 and Annex 2 define the properties within the commonhold.

1.4.4 Part 3 and Annex 3 define the percentages allocated to each commonhold unit in respect of the commonhold assessment and any levy and the allocation of votes.

1.4.5 Part 4 and Annex 4 specify the rights and duties of the commonhold association and the unit-holders, the obligations imposed on tenants, and the procedures used for enforcement.

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1.4.6 Annex 5 specifies the following additional provisions specific to this commonhold:

- 5.1 How this Annex Applies
- 5.2 Noise
- 5.3 Obstruction of common parts
- 5.4 Use of common parts and commonhold assets
- 5.5 Damage to lawns etc.
- 5.6 Improvements to common parts
- 5.7 Alterations to units
- 5.8 Garbage disposal
- 5.9 Signage on common parts and units
- 5.10 Use of commonhold units
- 5.11 Appearance of commonhold units
- 5.12 Accidents on common parts
- 5.13 Insurance
- 5.14 Commonhold's rights relating to services and service infrastructure
- 5.15 Security
- 5.16 Supply of services
- 5.17 Vehicles

5.18	Animals
5.19	Invitees
5.20	Notices
5.21	Mortgages
5.22	Request to secretary

1.4.7 Annex 6 specifies the rights of the developer which are designed to permit him to undertake development business or to facilitate his undertaking of development business.

1.5 INTERPRETATION OF THIS DOCUMENT

1.5.1 In this CCS, references to a numbered Form are references to the Form so numbered in Schedule 4 to the Commonhold Regulations 2004. A requirement to use a numbered Form is satisfied by the use of a form to the same effect.

1.5.2 Unless otherwise stated, in the application of provisions in this CCS to a commonhold unit with joint unit-holders, a reference to a unit-holder is a reference to each joint unit-holder and to the joint unit-holders together.

1.5.3 Unless otherwise stated, in the application of provisions in this CCS, where two or more persons together hold a tenancy, a reference to a tenant is a reference to each tenant and to the tenants together.

1.5.4 Unless the contrary intention appears, words:

- (a) referring to one gender include any other gender;
- (b) in the singular include the plural; and
- (c) in the plural include the singular.

1.5.5 Unless the contrary intention appears, the following definitions apply:

Act means Part 1 of the Commonhold and Leasehold Reform Act 2002 or any statutory modification or re-enactment of it for the time being in force;

articles of association means the articles of association of the commonhold association;

common parts means every part of the commonhold which is not for the time being a commonhold unit in accordance with this CCS (section 25(1) of the Act);

commonhold assessment means the income required to be raised from unit-holders to meet the expenses of the commonhold association (section 38 of the Act);

commonhold association means the commonhold association named in paragraph 2 of Annex 1;

commonhold land means the land that is registered at Land Registry as a freehold estate in commonhold land and described in paragraph 2 of Annex 2;

commonhold unit means a unit as defined in paragraphs 4 and 5 of Annex 2;

commonhold unit information certificate means a certificate stating the debts owed to the commonhold association in respect of the commonhold assessment or levy allocated to a commonhold unit and any interest added in respect of late payment;

company number means the number with which the commonhold association is registered under the Companies Act 1985;

complaint notice means a notice given in accordance with paragraph 4.11.5 or 4.11.27;

default notice means a notice given in accordance with paragraph 4.11.13;

general meeting means a meeting of the members of the commonhold association held in accordance with the articles of association of the commonhold association;

levy means an amount set by the directors of the commonhold association from time to time to be raised from unit-holders for contribution to a reserve fund (section 39 of the Act);

limited use areas means any part of the common parts that may only be used by authorised persons or in a manner consistent with the authorised use specified in paragraph 4 of Annex 4 (section 25(2) of the Act);

local rules means provisions, including information contained in the Annexes, inserted by the developer or the commonhold association, that are not prescribed by regulations;

member means a person whose name is entered as a member in the register of members of the commonhold association, but excludes any person who has ceased to be a unit-holder or joint unit-holder, or any person who has resigned as a member;

memorandum means the memorandum of association of the commonhold association;

ombudsman means a person whose appointment has been approved in accordance with section 42 of the Act under an approved ombudsman scheme for commonhold;

ordinary resolution means a resolution passed by a simple majority of such members as (being

entitled to do so) vote in person or, if proxies are allowed, by proxy, at a general meeting of the commonhold association of which notice specifying the intention to propose the resolution as an ordinary resolution has been given in accordance with the articles of association;

prescribed rate means the rate of interest specified by the commonhold association in paragraph 1 of Annex 4;

regulations means regulations made under the Act from time to time and for the time being in force;

rent means such monies as are defined as rent in the relevant tenancy agreement;

reply notice means a notice given in accordance with paragraph 4.11.6, 4.11.14 or 4.11.28;

reserve fund means a fund set up by the directors of the commonhold association to which unit-holders contribute to finance the repair and maintenance of the common parts or commonhold units (section 39 of the Act);

reserve study means an inspection of the common parts to advise the directors whether or not it is appropriate to establish or maintain a reserve fund;

special resolution means a resolution passed by a majority of not less than 75 per cent of such members as (being entitled to do so) vote in person or, if proxies are allowed, by proxy, at a general meeting of the commonhold association of which notice specifying the intention to propose the resolution as a special resolution has been given in accordance with the articles of association;

tenancy means a term of years absolute in a commonhold unit or part only of a commonhold unit and includes "sub-tenancy"; and the term "tenant" should be interpreted accordingly;

transfer means a transfer of the freehold estate in a commonhold unit, whether or not for consideration, whether or not subject to any reservation or other terms, and whether or not by operation of law (section 15 of the Act);

unanimous resolution means a resolution passed by every member as (being entitled to do so) votes in person or, if proxies are allowed, by proxy, at a general meeting of the commonhold association of which notice specifying the intention to propose the resolution as a unanimous resolution has been given in accordance with the articles of association;

unit-holder means a person entitled to be registered at Land Registry as the proprietor of the freehold estate in a commonhold unit (whether or not he is registered).

1.4.6 Additional provision specific to this commonhold - definitions

Unless the contrary intention appears, the following additional definitions apply:

commonhold asset means items of real or personal property acquired by the commonhold association, other than property that is incorporated into and becomes part of the common parts.

improvements means:

(a) any addition or alteration to the common parts or any commonhold asset; or

(b) the installation of any fixtures, equipment, appliances or other apparatus on the common parts or any commonhold asset;

mortgagee means in relation to a unit, a person recorded as mortgagee of that commonhold unit in the register of charges kept by the commonhold association;

requirements means any requirement, consent, licence, permission or authorisation of any government or statutory agency or authority necessary or desirable under applicable law or regulation and includes the provisions of any statute, statutory order and other regulation and local by-law

service infrastructure means any infrastructure for the provision of services to the common parts

services means all gas, electricity, telephone, water (including hot water), sewerage, drainage, fire prevention, ventilation, air conditioning, hydraulic elevator, garbage disposal system, security systems, communication systems and all other services or systems provided in the commonhold.

PART 2: THE COMMONHOLD

1.6 INTRODUCTION

1.6.1 This Part of this CCS defines the extent and location of the properties within the commonhold and the rights that exist over the commonhold land.

1.7 PLANS

1.7.1 A list of the plans incorporated in this CCS is set out in paragraph 1 of Annex 2.

1.8 COMMONHOLD LAND

1.8.1 The location and extent of the commonhold land are described in paragraph 2 of Annex 2.

1.9 COMMONHOLD UNITS

1.9.1 Number of units in the commonhold

The number of commonhold units in the commonhold is set out in paragraph 3 of Annex 2.

1.9.2 Location and extent of commonhold units

The commonhold units are defined in paragraphs 4 and 5 of Annex 2.

1.9.3 Rights for the benefit of commonhold units

Details of rights existing for the benefit of each commonhold unit over other commonhold units or over the common parts are set out in paragraph 6 of Annex 2.

1.9.4 Rights over commonhold units for the benefit of the common parts

Details of rights existing for the benefit of the common parts over one or more commonhold units are set out in paragraph 7 of Annex 2.

PART 3: COMMONHOLD ALLOCATIONS

1.10 INTRODUCTION

1.10.1 This Part of this CCS defines the commonhold allocations.

1.11 ALLOCATION OF COMMONHOLD ASSESSMENT

1.11.1 The percentage allocated to each commonhold unit in respect of the commonhold assessment is specified in paragraph 1 of Annex 3.

1.12 ALLOCATION OF RESERVE FUND LEVY

1.12.1 The percentage allocated to each commonhold unit in respect of any levy to fund the repair and maintenance of the common parts or the commonhold units is specified in paragraph 2 of Annex 3.

1.13 ALLOCATION OF VOTES

1.13.1 The number of votes allocated to a member in respect of each commonhold unit is specified in paragraph 3 of Annex 3.

PART 4: THE RULES OF THE COMMONHOLD

1.14 INTRODUCTION

1.14.1 This Part of this CCS sets out the rules regulating the affairs of the commonhold community and how they may be enforced.

1.14.2 The rules are for the benefit of, and bind, all unit-holders and the commonhold association. Where stated, rules also bind tenants.

1.15 FINANCIAL MATTERS**Commonhold Assessment—calculation and request for payment**

1.15.1 The directors of the commonhold association must make an annual estimate of the income required to be raised from unit-holders to meet the expenses of the commonhold association, and may from time to time make estimates of income required to be raised from unit-holders in addition to the annual estimate.

1.15.2 Subject to paragraph 4.2.5, when the directors of the commonhold association consider that income is required to be raised from unit-holders they must give a notice containing details of the proposed commonhold assessment to each unit-holder. Form 1 [Notice of proposed commonhold assessment] must be used.

1.15.3 Within 1 month, beginning with the date on which the notice referred to in paragraph 4.2.2 is given, each unit-holder may make written representations to the commonhold association regarding the amount of the proposed commonhold assessment.

1.15.4 The directors must consider any representations made in accordance with paragraph 4.2.3 and must give a further notice to each unit-holder specifying the payments required to be made by that unit-holder and the date on which each payment is due. The notice must not specify a date for payment which is within 14 days, beginning with the date on which the notice is given. Form 2 [Request for payment of commonhold assessment] must be used.

Emergency commonhold assessment—request for payment

1.15.5 If the commonhold association requires income to meet its expenses in an emergency, then the directors of the commonhold association may give a notice to each unit-holder requiring payment of the commonhold assessment without seeking representations from unit-holders. Form 3 [Request for payment of emergency commonhold assessment] must be used.

Reserve Fund—establishment, calculation and request for payment

1.15.6 The directors of the commonhold association must consider whether to commission a reserve study by an appropriately qualified person in the first year in which the commonhold is registered.

1.15.7 The directors of the commonhold association must commission a reserve study by an appropriately qualified person at least once in every 10 years.

1.15.8 The directors of the commonhold association must consider the results of any reserve study to decide whether it is appropriate:

- (a) to establish a reserve fund;
- (b) to maintain any existing reserve fund; and

if it is appropriate to establish a reserve fund, or maintain an existing reserve fund, then the directors must do so.

1.15.9 The directors of the commonhold association must at appropriate intervals decide whether it is appropriate to establish one or more reserve funds or maintain any existing reserve fund; and, if they decide that it is appropriate to establish a reserve fund, or maintain an existing reserve fund, then the directors must do so.

1.15.10 The members may, by ordinary resolution, require the directors to establish a reserve fund.

1.15.11 If a reserve fund is established, then the directors of the commonhold association must set a levy from time to time; and in doing so must try to ensure that unnecessary reserves are not accumulated.

1.15.12 When the directors of the commonhold association set a levy they must give a notice containing details of the proposed levy to each unit-holder. Form 4 [Notice of proposed reserve fund levy] must be used.

1.15.13 Within 1 month, beginning with the date on which the notice referred to in paragraph 4.2.12 is given, each unit-holder may make written representations to the commonhold association regarding the amount of the levy.

1.15.14 The directors must consider any representations made in accordance with paragraph 4.2.13 and must give a further notice to each unit-holder specifying the payments required to be made by that unit-holder and the date on which each payment is due. The notice must not specify a date for payment which is within 14 days, beginning with the date on which the notice is given. Form 5 [Request for payment of reserve fund levy] must be used.

Commonhold assessment and reserve fund—payment

1.15.15 A unit-holder must pay to the commonhold association the amount that is allocated to his commonhold unit in accordance with a notice given under paragraphs 4.2.4, 4.2.5 or 4.2.14.

Commonhold assessment and reserve fund—late payment

1.15.16 If a payment required by paragraph 4.2.15 is not made by the date on which it is due, then the unit-holder must pay interest to the commonhold association at the prescribed rate for the period beginning with the date on which the payment is due and ending on the date on which the payment is made.

Commonhold assessment and reserve fund—unit-holder's failure to pay

1.15.17 In paragraphs 4.2.18 to 4.2.26:

tenant means only an immediate tenant of the unit-holder who has failed to pay; and

diversion date means the date on which a period of 14 days ends, beginning with the date on which the notice in paragraph 4.2.18 is given.

Diversion of rent from a tenant

1.15.18 If a unit-holder has not paid all or part of any payment due to the commonhold association under paragraphs 4.2.15 or 4.2.16, then the commonhold association may give a notice requiring a tenant to divert to the commonhold association all or part of the rent payable to the unit-holder from time to time under the tenancy agreement until the commonhold association has recovered from the tenant an equivalent sum to the amount due from the unit-holder. Form 6 [Notice to tenant of diversion of rent] must be used and the commonhold association must also give a copy to the unit-holder.

1.15.19 The commonhold association must specify in the notice the payments that the tenant is required to make. In any single payment, the commonhold association must not require the tenant to pay more rent than is due under the tenancy agreement, to pay rent earlier than is due under the tenancy agreement, or to pay rent earlier than the diversion date.

1.15.20 A tenant who receives a notice under paragraph 4.2.18 must make the payments required by the notice.

1.15.21 Unless the commonhold association specifies a later date in the notice, the tenant must make the first payment on the next date, after the diversion date, that rent is required to be paid under the tenancy agreement.

1.15.22 The commonhold association must, within a period of 14 days, beginning with the date on which all the payments required in the notice have been made, notify the tenant and the unit-holder that the diversion of rent has ended.

Diversion of rent from a tenant—no deduction

1.15.23 A tenant may not rely on any non-statutory right of deduction, set-off or counterclaim that he has against the unit-holder to reduce the amount to be paid to the commonhold association.

Diversion of rent from a tenant—discharge of liability

1.15.24 A payment made in accordance with paragraph 4.2.20 will discharge, to the extent of the payment, the liability of:

(a) the unit-holder for the amount he has failed to pay to the commonhold association; and

(b) the tenant for the payment of rent owed to the unit-holder.

1.15.25 A unit-holder is deemed to have received and accepted rent, for the purposes of the tenancy agreement, in an amount equal to the payment made in accordance with paragraph 4.2.20, and may not forfeit the tenancy for the non-payment of rent deemed to have been paid, or bring proceedings for breach of any covenant or condition in the tenancy agreement for the non-payment of the rent deemed to have been paid.

Diversion of rent from a tenant—late payment

1.15.26 If a payment required by paragraph 4.2.20 is not made by the date on which it is due, then the tenant must pay interest to the commonhold association at the prescribed rate for the period beginning with the date on which the payment is due and ending on the date on which the payment is made.

Commonhold assessment and reserve fund—tenant's failure to pay

1.15.27 In paragraphs 4.2.28 to 4.2.37:

tenant means only an immediate tenant of the unit-holder;

sub-tenant means only the immediate tenant of the tenant who has failed to pay; and

diversion date means the date on which a period of 14 days ends, beginning with the date on which the notice in paragraph 4.2.28 is given.

Diversion of rent from a sub-tenant

1.15.28 If a tenant has not paid all or part of any payment due to the commonhold association under paragraphs 4.2.20 or 4.2.26, then the commonhold association may give a notice requiring a sub-tenant to divert to the commonhold association all or part of the rent payable to the tenant from time to time under the sub-tenancy agreement until the commonhold association has recovered

from the sub-tenant an equivalent sum to the amount due from the tenant. Form 7 [Notice to sub-tenant of diversion of rent] must be used and the commonhold association must also give copies to the unit-holder and the tenant.

1.15.29 The commonhold association must specify in the notice the payments that the sub-tenant is required to make and, in any single payment, the commonhold association must not require the sub-tenant to pay more rent than is due under the sub-tenancy agreement, to pay rent earlier than is due under the sub-tenancy agreement, or to pay rent earlier than the diversion date.

1.15.30 A sub-tenant who receives a notice under paragraph 4.2.28 must make the payments required by the notice.

1.15.31 Unless the commonhold association specifies a later date in the notice, the sub-tenant must make the first payment on the next date, after the diversion date, that rent is required to be paid under the sub-tenancy agreement.

1.15.32 The commonhold association must, within a period of 14 days, beginning with the date on which all the payments required in the notice have been made, notify the sub-tenant, the tenant and the unit-holder that the diversion of rent has ended.

Diversion of rent from a sub-tenant - no deduction

1.15.33 A sub-tenant may not rely on any non-statutory right of deduction, set off, or counterclaim that he has against the tenant to reduce the amount to be paid to the commonhold association.

Diversion of rent from a sub-tenant - discharge of liability

1.15.34 A payment made in accordance with paragraph 4.2.30 will discharge, to the extent of the payment, the liability of:

- (a) the unit-holder for the amount he has failed to pay to the commonhold association;
- (b) the tenant for the payment owed to the commonhold association in accordance with paragraph 4.2.20;
- (c) the tenant for the payment of rent owed to the unit-holder; and
- (d) the sub-tenant for the payment of rent owed to the tenant.

1.15.35 A unit-holder is deemed to have received and accepted rent, for the purposes of the tenancy agreement, in an amount equal to the payment made in accordance with paragraph 4.2.30, and may not forfeit the tenancy for the non-payment of rent deemed to have been paid, or bring proceedings for breach of any covenant or condition in the tenancy agreement for the non-payment of the rent deemed to have been paid.

1.15.36 A tenant is deemed to have received and accepted rent, for the purposes of the sub-tenancy agreement, in an amount equal to the payment made in accordance with paragraph 4.2.30, and may not forfeit the sub-tenancy for the non-payment of rent deemed to have been paid, or bring proceedings for breach of any covenant or condition in the sub-tenancy agreement for the non-payment of the rent deemed to have been paid.

Diversion of rent from a sub-tenant -late payment

1.15.37 If a payment required by paragraph 4.2.30 is not made by the date on which it is due, then the sub-tenant must pay interest to the commonhold association at the prescribed rate for the period beginning with the date on which the payment is due and ending on the date on which the payment is made.

Commonhold assessment and reserve fund -sub-tenant's failure to pay

1.15.38 If the sub-tenant fails to pay in accordance with paragraph 4.2.30, then paragraphs 4.2.28 to 4.2.37 may be applied with necessary modifications as against the immediate tenant of that sub-tenant and so on. The terms "tenant" and "sub-tenant" must be interpreted accordingly.

Reimbursement of tenant

1.15.39 If a tenant has suffered any loss as a result of a payment being made to the commonhold association in accordance with paragraph 4.2.20 or 4.2.30, then he may give a notice requiring the unit-holder to reimburse him for that loss.

1.15.40 Within 14 days, beginning with the date on which the notice referred to in paragraph 4.2.39 is given, the unit-holder must reimburse the tenant for the loss suffered.

Commonhold association's right to request details of tenancy

1.15.41 If a commonhold unit is let under a tenancy agreement, then the commonhold association may give a notice to one or all of the parties to the tenancy agreement requesting details of the length of the tenancy and the rent payable. Part A of Form 8 [Notice requesting further details about a tenancy] must be used.

1.15.42 Within 14 days, beginning with the date on which the notice referred to in paragraph 4.2.41 is given, the recipient must give a notice to the commonhold association providing the details

requested. Part B of Form 8 [Notice requesting further details about a tenancy] must be used.
Notice to mortgagee – additional provision specific to this commonhold

4.2.43 Whenever the commonhold association gives notice under paragraph 4.2.18 or 4.2.28 requiring a tenant of a unit-holder to divert to it all or part of the rent payable by a unit-holder, the commonhold association must at the same time give a copy of the notice to any mortgagee of the unit.

1.16 USE

1.16.1 A unit-holder or tenant must not use a commonhold unit other than in accordance with its permitted use as specified in paragraph 2 of Annex 4.

1.16.2 A unit-holder or tenant must not use the common parts other than in accordance with their permitted use as specified in paragraphs 3 or 4 of Annex 4, or other than in accordance with the rights specified in paragraph 6 of Annex 2.

1.17 INSURANCE

1.17.1 The commonhold association must insure the common parts to their full rebuilding and reinstatement costs against loss or damage by fire and such other risks as are specified in paragraph 5 of Annex 4.

1.17.2 The commonhold association must use the proceeds of any insurance taken out in accordance with paragraph 4.4.1 for the purpose of rebuilding or reinstating the common parts.

1.17.3 The commonhold association must keep details of common parts insurance and evidence of payment of the most recent premium at its registered office or such other place as the directors think fit.

1.17.4 A unit-holder may, on reasonable notice and at a reasonable time and place, inspect the common parts insurance policy taken out by the commonhold association and may also, upon payment of the commonhold association's reasonable charges, require the commonhold association to provide a copy of the insurance policy.

1.17.5 If a request is made by a unit-holder to provide a copy of the common parts insurance policy, the commonhold association must provide the copy to the unit-holder as soon as reasonably practicable upon payment of the charge.

1.17.6 The duties imposed by this CCS in respect of the insurance of the commonhold units are specified in paragraph 6 of Annex 4.

1.18 REPAIR AND MAINTENANCE

1.18.1 The commonhold association must repair and maintain the common parts. This includes decorating them and putting them into sound condition.

1.18.2 The duties imposed by this CCS in respect of the repair and maintenance of the commonhold units are specified in paragraph 7 of Annex 4.

1.19 ALTERATION OF THE COMMON PARTS

1.19.1 The commonhold association must not make any alterations to the common parts or cause or permit the common parts to be altered unless the proposed alteration is approved by ordinary resolution.

1.20 DEALINGS WITH THE LAND

Transfer of a commonhold unit – commonhold unit information certificate

1.20.1 A unit-holder may give a notice requiring the commonhold association to provide a commonhold unit information certificate in respect of his commonhold unit.

1.20.2 Within 14 days, beginning with the date on which the notice referred to in paragraph 4.7.1 is given, the commonhold association must provide a commonhold unit information certificate to the unit-holder and for the purposes of Section 4.9, a commonhold unit information certificate is a notice. Form 9 [Commonhold unit information certificate] must be used.

Transfer of a commonhold unit – new unit-holder's liability

1.20.3 Subject to paragraph 4.7.4, following a transfer of a commonhold unit, the commonhold association may give a notice requiring the new unit-holder to pay to the commonhold association the debts owed under paragraphs 4.2.15 and 4.2.16 by any former unit-holder in respect of that commonhold unit.

1.20.4 When the commonhold association has provided a commonhold unit information certificate the new unit-holder cannot be required to pay more than the amount specified in that certificate for the period up to and including the date of the certificate.

1.20.5 Within 14 days, beginning with the date on which the notice referred to in paragraph 4.7.3 is given, the new unit-holder must pay to the commonhold association the sum required by the notice.

1.20.6 If a payment required by paragraph 4.7.5 is not made by the date on which it is due, then the new unit-holder must pay interest to the commonhold association at the prescribed rate for the period beginning with the date on which the payment is due and ending on the date on which the payment is made.

1.20.7 When payment is made in accordance with paragraph 4.7.5 the commonhold association's right to enforce the payment of the sum paid against the former unit-holder is deemed to have been assigned to the new unit-holder.

Transfer of a commonhold unit – notification

1.20.8 Subject to paragraph 4.7.9, when a person becomes entitled to be registered as the proprietor of a freehold estate in a commonhold unit, he must notify the commonhold association within 14 days, beginning with the date on which he is entitled to be registered. Form 10 [Notice of transfer of a commonhold unit] or 11 [Notice of transfer of part of a commonhold unit] must be used.

1.20.9 When a person becomes entitled to be registered as the proprietor of a freehold estate in a commonhold unit by operation of law, he must notify the commonhold association within 14 days, beginning with the date on which he becomes aware of his entitlement. Form 12 [Notice of vesting of a commonhold unit by operation of law] must be used.

Application to add land

1.20.10 The commonhold association may not apply to Land Registry to add land to a commonhold unless the application is approved by a unanimous resolution.

Leasing – grant of a tenancy

1.20.11 A unit-holder or tenant may not grant a tenancy in a residential commonhold unit–

(a) for a premium;

(b) for a term of more than 7 years, unless regulation 11(2) of the Commonhold Regulations 2004 applies;

(c) under an option or agreement if:

(i) the person to take the new tenancy has an existing tenancy of the premises to be let;

(ii) the new term added to the existing term will be more than 7 years; and

(iii) the option or agreement was entered into before or at the same time as the existing tenancy;

(d) containing an option or agreement to renew which confers on either party to the tenancy an option or agreement for renewal for a further term which, together with the original term, amounts to more than 7 years;

(e) containing an option or agreement to extend the term beyond 7 years; or

(f) containing a provision requiring a tenant to make payments to the commonhold association in discharge of payments which are due, in accordance with this CCS, to be made by the unit-holder.

1.20.12 Before granting a tenancy in a commonhold unit, a prospective landlord must give the prospective tenant:

(a) a copy of this CCS, including such of the plans or parts of plans as are relevant to that commonhold unit; and

(b) a notice informing him that he will be required to comply with the paragraphs in the CCS that impose duties on him if he takes the tenancy. Form 13 [Notice to a prospective tenant] must be used.

1.20.13 If a landlord has not complied with paragraph 4.7.12 and a tenant has suffered loss as a result of an obligation in this CCS being enforced against him, then the tenant may give a notice requiring the landlord to reimburse him for that loss, unless the obligation is reproduced in the tenancy agreement.

1.20.14 Within 14 days, beginning with the date on which the notice referred to in paragraph 4.7.13 is given, the landlord must reimburse the tenant for the loss suffered.

Leasing – notification of the grant of a tenancy

1.20.15 Within 14 days, beginning with the date on which a tenancy is granted, the unit-holder or tenant who grants the tenancy must notify the commonhold association that the tenancy has been granted and must give a copy of any written tenancy agreement, or details of the terms of any oral tenancy, to the commonhold association. Form 14 [Notice of grant of a tenancy in a commonhold unit] must be used.

Leasing – assignment of a tenancy

1.20.16 Before assigning a tenancy in a commonhold unit a tenant must give the prospective assignee:

(a) a copy of this CCS, including such of the plans or parts of plans as are relevant to that commonhold unit; and

(b) a notice informing him that he will be required to comply with those paragraphs in the CCS that impose duties on him if he takes the assignment of the tenancy. Form 15 [Notice to a prospective assignee] must be used.

1.20.17 If a tenant has not complied with paragraph 4.7.16 and an assignee has suffered loss as a result of any obligation in this CCS being enforced against him, then the assignee may give a notice requiring the tenant to reimburse him for that loss, unless the obligation is reproduced in the tenancy agreement.

1.20.18 Within 14 days, beginning with the date on which the notice referred to in paragraph 4.7.17 is given, the tenant must reimburse the assignee for the loss suffered.

Leasing – notification of the assignment of a tenancy

1.20.19 Within 14 days, beginning with the date on which the tenancy is assigned, the new tenant must notify the commonhold association that the assignment has been completed. Form 16 [Notice of assignment of a tenancy in a commonhold unit] must be used.

Leasing – tenant's failure to comply with a duty

1.20.20 If the commonhold association has suffered loss because a tenant of a commonhold unit has not complied with a duty in this CCS, and the duty is one which must be complied with by both a unit-holder and a tenant, the commonhold association may give a notice requiring the unit-holder to reimburse it for that loss.

1.20.21 Within 14 days, beginning with the date on which the notice referred to in paragraph 4.7.20 is given, the unit-holder must reimburse the commonhold association for the loss.

1.21 AMENDMENT OF THE COMMONHOLD COMMUNITY STATEMENT

1.21.1 In the application of the provisions in paragraphs 4.8.5 to 4.8.9 to a commonhold unit with joint unit-holders, a reference to a unit-holder is a reference to the joint unit-holders together.

1.21.2 A paragraph in Parts 1 to 4 of this CCS cannot be amended unless it is a local rule.

1.21.3 Except where this CCS provides otherwise and subject to the Companies Act 1985, local rules cannot be amended unless the proposed amendment is approved by ordinary resolution.

1.21.4 The format for paragraphs 1 to 3 of Annex 1, paragraphs 1 to 7 of Annex 2, paragraphs 1 to 3 of Annex 3 and paragraphs 1 to 7 of Annex 4 to this CCS cannot be amended.

1.21.5 An amendment to the rights for, or over, a commonhold unit specified in paragraphs 6 or 7 of Annex 2 cannot be made unless the unit-holder and the registered proprietor of any charge over that commonhold unit have consented in writing to the proposed amendment before it is made.

1.21.6 An amendment to remove a reference to a unit-holder in the column headed "Authorised users" in paragraph 4 of Annex 4 cannot be made unless the unit-holder and the registered proprietor of any charge over his commonhold unit have consented in writing to the proposed amendment before it is made.

1.21.7 An amendment to the permitted use of a commonhold unit specified in paragraph 2 of Annex 4 cannot be made unless the proposed amendment is approved by special resolution and the unit-holder has consented in writing to the proposed amendment before it is made.

1.21.8 An amendment to this CCS which redefines the extent of a commonhold unit cannot be made unless the unit-holder and the registered proprietor of any charge over that commonhold unit have consented in writing to the proposed amendment before it is made.

1.21.9 An amendment to this CCS which specifies that land which forms part of a commonhold unit is to be added to the common parts cannot be made unless the unit-holder and the registered proprietor of any charge over that land have consented in writing to the proposed amendment before it is made.

1.21.10 This CCS cannot be amended to record a change in the boundaries of the commonhold, a commonhold unit or the common parts following a transfer unless any consent required under paragraphs 4.8.8 and 4.8.9 has been given and the approval of the members by special resolution has been given.

1.21.11 An amendment to the following provisions cannot be made unless the proposed amendment is approved by special resolution:

(a) the percentage of the commonhold assessment or levy allocated to a commonhold unit in paragraphs 1 and 2 of Annex 3; and

(b) the number of votes allocated to a member in paragraph 3 of Annex 3.

1.21.12 A unit-holder has the right not to have the percentage of the commonhold assessment or levy allocated to his, or any other, commonhold unit altered if the effect of the alteration, taking into account all the circumstances of the case, would be to allocate a significantly disproportionate percentage of the commonhold assessment or levy to his commonhold unit.

1.21.13 A unit-holder who is a member has the right not to have the number of votes allocated to him, or any other member, in respect of a commonhold unit altered if the effect of the alteration, taking into account all the circumstances of the case, would be to allocate a significantly disproportionate number of votes to him.

1.21.14 The directors of the commonhold association may amend this CCS without any resolution of the members to include specified provisions, or provisions of a specified kind, for a specified purpose or about a specified matter required by the Act and regulations or to delete any provisions that are of no effect for the reasons set out in paragraph 1.1.5.

1.21.15 If this CCS has been amended, then the directors must apply, as soon as practicable, to Land Registry for the registration of the amended CCS.

1.21.16 Amendments to this CCS only take effect when the amended version is registered at Land Registry.

1.22 NOTICES

1.22.1 Any notice given by the commonhold association under this CCS must contain the name of the commonhold association, its company number, and an address for correspondence. If a notice does not specify an address for correspondence, it will be deemed to be the same address as the address of the registered office.

1.22.2 Any Form used in accordance with this CCS must be completed in full.

1.22.3 Within 14 days, beginning with the date on which a person becomes a unit-holder or tenant, he must give a notice to the commonhold association specifying a full postal address in the United Kingdom including postcode as his address for correspondence, unless notice of that address has already been given to the commonhold association under paragraphs 4.7.8, 4.7.9, 4.7.15 or 4.7.19.

1.22.4 A unit-holder or tenant may give a notice to the commonhold association specifying up to two more addresses for correspondence, which may be postal or electronic.

1.22.5 A unit-holder or tenant may give a notice to the commonhold association requesting that an address for correspondence held by the commonhold association is amended or removed, or requesting that an additional address for correspondence is to be held by the commonhold association, provided that the notice does not request the commonhold association to hold more than three addresses for the unit-holder or tenant at any time and that at least one of those addresses is, at all times, a full postal address in the United Kingdom including postcode.

1.22.6 When giving notice to a unit-holder or tenant, the commonhold association must give notice to each of the addresses for correspondence for that unit-holder or tenant held by the commonhold association in the register referred to in paragraph 4.10.1 or 4.10.2.

1.22.7 If a commonhold unit has joint unit-holders, then any notice to be given in accordance with this CCS must be addressed to all the joint unit-holders together.

1.22.8 Any notice to be given in accordance with this CCS must be in writing and given:

(a) personally;

(b) by leaving it at an address given as an address for correspondence;

(c) by sending it by first class post in a prepaid envelope properly addressed to an address given as an address for correspondence; or

(d) if an electronic address has been provided as an address for correspondence, by electronic communication to that address in accordance with any terms or conditions previously specified by the intended recipient.

1.22.9 Proof that an envelope containing a notice was properly addressed, prepaid and posted by first class post is conclusive evidence that it was given to a postal address. Electronic confirmation of receipt is conclusive evidence that a notice was given to an e-mail address.

1.22.10 A notice is deemed to have been given, unless proved otherwise:

(a) on the day it was handed to the recipient or left at the address for correspondence;

(b) on the second day after it was posted to the recipient; or

(c) on the day after it was transmitted by electronic communication.

1.23 COMMONHOLD REGISTERS AND DOCUMENTS

1.23.1 The commonhold association must maintain a register of unit-holders and their commonhold units and, within 14 days of receiving notice from a unit-holder under:

- (a) paragraph 4.7.8, 4.7.9, 4.9.3 or 4.9.4, enter in the register the name and address for correspondence of the unit-holder; or
- (b) paragraph 4.9.5, amend the register in accordance with the notice if, as a result of the amendment proposed, the commonhold association will hold in the register in respect of the unit-holder at least one full postal address in the United Kingdom including postcode and no more than three addresses in total.

1.23.2 The commonhold association must maintain a register of tenants and, within 14 days of receiving notice under:

- (a) paragraph 4.7.15, 4.7.19, 4.9.3 or 4.9.4, enter in the register:
 - (i) a description of the premises let;
 - (ii) the name and address of the tenant; and
 - (iii) the length of the tenancy; or
- (b) paragraph 4.9.5, amend the register in accordance with the notice, if as a result of the amendment proposed, the commonhold association will hold in the register in respect of the tenant at least one full postal address in the United Kingdom including postcode and no more than three addresses in total.

1.23.3 The commonhold association must keep up-to-date copies of the CCS and the memorandum and articles of association at the registered office of the commonhold association.

1.23.4 A unit-holder or tenant may, on reasonable notice and at a reasonable time and place, inspect the CCS or the memorandum and articles of association, and may also, on payment of the commonhold association's reasonable charges, require the commonhold association to provide a copy of such documents.

1.24 DISPUTE RESOLUTION

1.24.1 The dispute resolution procedure contained in the following paragraphs applies only to the enforcement of rights and duties that arise from this CCS or from a provision made by or by virtue of the Act. References to enforcing a right include enforcing the terms and conditions to which a right is subject.

Procedure for enforcement by unit-holder or tenant against the commonhold association

1.24.2 Subject to paragraph 4.11.3, a unit-holder or tenant must use the dispute resolution procedure contained in paragraphs 4.11.4 to 4.11.9 when seeking to enforce against the commonhold association a right or duty contained in this CCS or a provision made by or by virtue of the Act.

1.24.3 A unit-holder or tenant, when seeking to enforce against the commonhold association a duty to pay money or a right or duty in an emergency, may:

- (a) use the dispute resolution procedure contained in paragraphs 4.11.4 to 4.11.9;
- (b) if the commonhold association is a member of an approved ombudsman scheme, refer a dispute directly to the ombudsman; or
- (c) bring legal proceedings.

1.24.4 When seeking to enforce a right or duty a unit-holder or tenant (the "complainant") must first consider resolving the matter by:

- (a) negotiating directly with the commonhold association; or
- (b) using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings.

1.24.5 If the matter is not resolved in accordance with paragraph 4.11.4, then the complainant must, if he wishes to take further action to enforce the right or duty, give a complaint notice to the commonhold association. Form 17 [Complaint notice against commonhold association] must be used.

1.24.6 The commonhold association may respond to the complaint notice by giving a reply notice to the complainant. Form 18 [Reply to complaint notice against commonhold association] must be used.

1.24.7 Upon receipt of the reply notice or when 21 days have passed, beginning with the date on which the complaint notice is given, (whichever is earlier) the complainant must, if he wishes to take further action to enforce the right or duty, first reconsider whether the matter could be resolved:

- (a) by negotiating directly with the commonhold association; or
- (b) by using arbitration, mediation, conciliation, or any other form of dispute resolution procedure

involving a third party, other than legal proceedings.

1.24.8 If the matter is not resolved in accordance with paragraph 4.11.7 and the complainant wishes to take further action to enforce the right or duty, then he must, if the commonhold association is a member of an approved ombudsman scheme, refer the matter to the ombudsman.

1.24.9 If the commonhold association is a member of an approved ombudsman scheme, then legal proceedings may only be brought once the ombudsman has investigated and determined the matter and he has notified the parties of his decision. If the commonhold association is not a member of an approved ombudsman scheme, then legal proceedings may be brought upon completion of the dispute resolution procedure contained in paragraphs 4.11.4 to 4.11.7.

Procedure for enforcement by commonhold association against a unit-holder or tenant

1.24.10 Subject to paragraph 4.11.11, the commonhold association must use the dispute resolution procedure contained in paragraphs 4.11.12 to 4.11.16 when seeking to enforce against a unit-holder or tenant a right or duty contained in this CCS or a provision made by or by virtue of the Act.

1.24.11 The commonhold association, when seeking to enforce against a unit-holder or tenant a duty to pay money or a right or duty in an emergency, may:

- (a) use the dispute resolution procedure contained in paragraphs 4.11.12 to 4.11.16;
- (b) if the commonhold association is a member of an approved ombudsman scheme, refer a dispute directly to the ombudsman; or
- (c) bring legal proceedings.

1.24.12 When seeking to enforce a right or duty the commonhold association must first consider:

- (a) resolving the matter by:
 - (i) negotiating directly with the unit-holder or tenant (the "alleged defaulter"); or
 - (ii) using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings; or
- (b) taking no action if it reasonably thinks that inaction is in the best interests of establishing or maintaining harmonious relationships between all the unit-holders, and that it will not cause any unit-holder (other than the alleged defaulter) significant loss or significant disadvantage.

1.24.13 If the matter is not resolved in accordance with paragraph 4.11.12, then the commonhold association must, if it wishes to take further action to enforce the right or duty, give a default notice to the alleged defaulter. Form 19 [Default notice] must be used.

1.24.14 The alleged defaulter may respond to the default notice by giving a reply notice to the commonhold association. Form 20 [Reply to default notice] must be used.

1.24.15 Upon receipt of the reply notice or when 21 days have passed, beginning with the date on which the default notice is given, (whichever is earlier) the commonhold association must, if it wishes to take further action to enforce the right or duty, first reconsider whether the matter could be resolved:

- (a) by negotiating directly with the alleged defaulter; or
- (b) by using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings.

1.24.16 If the matter is not resolved in accordance with paragraph 4.11.15, then the commonhold association may either, if it is a member of an approved ombudsman scheme, refer the matter to the ombudsman, or, if it is satisfied that the interests of the commonhold require it, bring legal proceedings.

Procedure for enforcement by unit-holder or tenant against another unit-holder or tenant

1.24.17 Subject to paragraph 4.11.18, a unit-holder or tenant must use the dispute resolution procedure contained in paragraphs 4.11.19 to 4.11.30 when seeking to enforce against another unit-holder or tenant a right or duty contained in this CCS or a provision made by or by virtue of the Act.

1.24.18 A unit-holder or tenant, when seeking to enforce against another unit-holder or tenant a duty to pay money or a right or duty in an emergency, may:

- (a) use the dispute resolution procedure contained in paragraphs 4.11.19 to 4.11.30; or
- (b) bring legal proceedings.

1.24.19 When seeking to enforce a right or duty a unit-holder or tenant (the "complainant") must first consider resolving the matter by:

- (a) negotiating directly with the other unit-holder or tenant (the "alleged defaulter"); or
- (b) using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings.

1.24.20 If the matter is not resolved in accordance with paragraph 4.11.19, then the complainant must, if he wishes to take further action to enforce the right or duty, give a notice to the commonhold

association requesting that the commonhold association take action to enforce the right or duty against the alleged defaulter. Form 21 [Request for action] must be used.

1.24.21 The commonhold association must consider the notice referred to in paragraph 4.11.20 and decide whether to:

(a) take action to enforce the right or duty against the alleged defaulter; and if it so decides, then to take action as soon as reasonably practicable using the dispute resolution procedure contained in paragraphs 4.11.12 to 4.11.16; or

(b) take no action in accordance with paragraph 4.11.22; and if it so decides, then to decide whether, in accordance with paragraph 4.11.23, to allow the complainant to enforce the right or duty against the alleged defaulter directly.

1.24.22 The commonhold association may decide to take no action in respect of the matters specified in the notice referred to in paragraph 4.11.20 if it reasonably thinks that inaction is in the best interests of establishing or maintaining harmonious relationships between all the unit-holders or tenants, and that it will not cause any unit-holder or tenant (other than the alleged defaulter) significant loss or significant disadvantage.

1.24.23 The commonhold association may refuse the complainant the right to take further action in relation to the matter specified in the notice referred to in paragraph 4.11.20, if the commonhold association reasonably thinks that the complaint:

(a) does not amount to a breach of a right enjoyed by, or a duty owed to, the complainant; or

(b) is vexatious, frivolous or trivial.

1.24.24 The commonhold association must, as soon as practicable after making a decision in accordance with paragraph 4.11.21, inform the complainant of outcome of its decision. Form 22 [Reply to request for action] must be used.

1.24.25 If the complainant wishes to challenge the decision made by the commonhold association under paragraph 4.11.21 he may use the dispute resolution procedure contained in paragraphs 4.11.4 to 4.11.9, save that for these purposes the time period mentioned in paragraph 4.11.7 is to be 7 days.

1.24.26 If the commonhold association fails to comply with paragraph 4.11.24 within 21 days, beginning with the date on which the notice referred to in paragraph 4.11.20 is given, the complainant may enforce the right or duty against the alleged defaulter directly, and if he does so, he must use the dispute resolution procedure in paragraphs 4.11.27 to 4.11.30.

1.24.27 If, by virtue of the notice referred to in paragraph 4.11.24, the complainant has the right to enforce the right or duty against the alleged defaulter directly then the complainant must, if he wishes to take further action to enforce the right or duty, give a complaint notice to the alleged defaulter. Form 23 [Complaint notice against unit-holder or tenant] must be used.

1.24.28 The alleged defaulter may respond to the complaint notice by giving a reply notice to the complainant. Form 24 [Reply to complaint notice against unit-holder or tenant] must be used.

1.24.29 Upon receipt of the reply notice or when 21 days have passed, beginning with the date on which the complaint notice is given, (whichever is earlier) the complainant must, if he wishes to take further action to enforce the right or duty, reconsider whether the matter could be resolved:

(a) by negotiating directly with the alleged defaulter; or

(b) by using arbitration, mediation, conciliation, or any other form of dispute resolution procedure involving a third party, other than legal proceedings.

1.24.30 If the matter is not resolved in accordance with paragraph 4.11.29 the complainant may bring legal proceedings against the alleged defaulter in respect of the complaint specified in the notice given under paragraph 4.11.20.

4. Description of the location and extent of commonhold units

Common -hold Unit No	Plan No	Details of how the common- hold unit is shown on the plan	Property description
1	1	The area edged red and numbered 1	Unit 1, Linden Gardens, London
2	1	The area edged red and numbered 2	Unit 2, Linden Gardens, London
3	2	The area edged red and numbered 3	Unit 3, Linden Gardens, London
4	2	The area edged red and numbered 4	Unit 4, Linden Gardens, London
5	3	The area edged red and numbered 5	Unit 5, Linden Gardens, London
6	3	The area edged red and numbered 6	Unit 6, Linden Gardens, London

5. Further description of commonhold units

A commonhold units includes:

(a) the internal plaster waring surfaces or other coverings of:

(i) the external walls of the commonhold unit;

(ii) the walls separating the commonhold unit from any other part of the building

(b) any of the walls or partitions within the commonhold unit which are not lad bearing or do not form part of the structure of the building of which the commonhold unit forms part;

(c) the plaster tiles wearing surfaces or other coverings of the ceilings of and the floorboards and other surfaces of the floors of the commonhold unit

(d) the doors and door-frames and the internal surfaces of the window frames and the glass in the windows of the commonhold unit

(e) the service installations in the commonhold unit exclusively serving the commonhold unit

A commonhold unit does not include:

(a) the structure and exterior of the building of which it is part;

(b) the balcony (if applicable)

(c) the beams and joists supporting the floor and ceiling of that unit;

(d) service installations, the pipes, cables or other fixed service installations in the unit, other than those exclusively serving the unit

6. Rights for commonhold units

The unit-holder of each commonhold unit is at all times entitled to:

(a) use the hallways, stairs, corridors, lifts , paths and drives in the common parts, for obtaining access to that unit;

(b) use the pipes, cables and other fixed installations in the common parts, for receiving and using services in and to that unit;

(c) have rights of air and light over the common parts and support from the common parts and other commonhold units, for the enjoyment of that unit

(d) to use the common parts in accordance with their permitted use, as specified in paragraphs 3 and 4 of Annex 4 and in Annex 5

7. Rights over commonhold units

In relation to each commonhold unit, the commonhold association is entitled to rights:

(a) such rights as are set out in Annex 5;

(b) of light and air over that unit

(c) of support and shelter from the commonhold unit, for the enjoyment of the remainder of the commonhold.

ANNEX 3 : COMMONHOLD ALLOCATIONS

1. Allocation of commonhold assessment

Commonhold unit number	Percentage allocation (total 100%)
1	15
2	17
3	15
4	18
5	16
6	20

2. Allocation of reserve fund levy

Name of reserve fund	Commonhold unit number	Percentage allocation (total 100%)
Lift maintenance	1	0
	2	0
	3	25
	4	25
	5	25
	6	25

3. Allocation of votes

Commonhold unit number	Number of votes allocated to member
1	15
2	17
3	15
4	18
5	16
6	20

ANNEX 4 : LOCAL RULES

1. Prescribed rate of interest

4% above the base rate from time to time of Barclays Bank plc or such other bank as the commonhold association may from time to time nominate in writing or (in the event of such base rate ceasing to exist) above such other comparable rate of interest as the commonhold association may reasonably determine.

2. Permitted use of commonhold units

Commonhold unit number	Permitted use
1	Non food use within Class A1 of the Town & Country Planning (Use Classes) Order 1987 (as amended)
2	Non food use within Class A1 of the Town & Country Planning (Use Classes) Order 1987 (as amended)
3	Residential
4	Residential
5	Residential
6	Residential

3. Permitted use of common parts

The common parts (other than limited use areas: see paragraph 4 of this Annex) may be used subject to compliance with the provisions of Annex 5

4. Limited use areas

Description of area	Plan Number	Authorised users	Authorised use
The balconies attached to units 3, 4, 5 and 6	2 & 3	The unit-holders of the unit to which the balcony is attached and the unit-holders invitees	Use as a balcony
The car parking spaces edged green on plan 1	1	The unit-holder of unit 1 and invitees	Use for the parking of one private motor vehicle
The car parking spaces edged orange on plan 1	1	The unit-holder of unit 2 and invitees	Use for the parking of one private motor vehicle

5. Insurance of common parts – inserted risks

So far as cover is generally available for that type of property in that location, loss or damage by fire, lightning, aircraft, explosion, earthquake, storm, flood, escape of water or oil, riot, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, professional fees, demolition and site clearance costs, public liability to anyone else and such other risks as the members of the commonhold association approve from time to time by ordinary resolution

6. Insurance of commonhold units – duties

The unit holder must insure their commonhold unit to its full rebuilding and reinstatement cost together with all architects surveyors and other professional fees, demolition, shoring up and site clearance costs

7. Repair and maintenance of commonhold units – duties

The unit-holder must repair and maintain their commonhold unit. This includes decorating it and putting it into sound condition

ANNEX 5 : ADDITIONAL PROVISIONS SPECIFIC TO THIS COMMONHOLD LOCAL RULES

1.26 HOW THIS ANNEX APPLIES

This annex applies to each commonhold unit and a reference to a unit-holder in paragraphs 5.2, 5.3,5.4, 5.5, 5.12, and 5.17 of this Annex is taken to include a reference to any tenants of a commonhold unit

1.27 NOISE

A unit-holder must not create noise likely to interfere with the peaceful enjoyment of a person lawfully on another commonhold unit or the common parts.

1.28 OBSTRUCTION OF COMMON PARTS

1.28.1 A unit-holder must not obstruct the lawful use of the common parts by another person and, without limitation, obstruct access:

1.28.2 to the common parts or any commonhold asset; or

1.28.3 under any easement giving access to a commonhold unit or the common parts.

1.29 USE OF COMMON PARTS AND COMMONHOLD ASSETS

1.29.1 A unit-holder must:

- (a) use the common parts and any commonhold asset for the purpose for which it was designed or intended;
- (b) comply with all directions and rules of the commonhold association relating to conduct on the common parts or use of any commonhold asset; and
- (c) observe all relevant requirements in connection with the common parts and commonhold assets.

1.30 DAMAGE TO LAWNS ETC.

1.30.1 A unit-holder must not, without the commonhold association's written approval:

- (a) damage a garden, tree, shrub, plant, flower or lawn on the common parts; or
- (b) use a part of the common parts as a garden.

1.30.2 Any approval given under paragraph 5.5.1 must state the period for which it is given.

1.30.3 The commonhold association may cancel any approval given under paragraph 5.5.1 by giving 7 days written notice to the unit-holder.

1.31 IMPROVEMENTS TO COMMON PARTS

1.31.1 A unit-holder must not make any improvements on the common parts or to any commonhold asset unless the proposed improvements are approved by ordinary resolution of the commonhold association

1.31.2 In giving its consent to any improvement on common parts or to any commonhold asset, the commonhold association may:

- (a) obtain advice from consultants and any relevant statutory authority; and
- (b) recover the reasonable and proper costs of obtaining advice from consultants from the person seeking the commonhold association's consent.

1.31.3 Any improvement made or sought to be made by a unit-holder must:

- (a) be maintained and repaired by the unit-holder unless the commonhold association agrees to the contrary by resolution of the commonhold association; and
- (b) comply with all requirements.

1.31.4 The commonhold association may remove any unauthorised improvement and recover the costs of doing so from the person responsible for the improvement.

1.32 ALTERATIONS TO UNIT

1.32.1 A unit-holder must obtain the written consent of the commonhold association before altering or adapting the electrical or water supply to the commonhold unit or wiring or plumbing within the commonhold unit.

1.32.2 This paragraph 5.7 is subject always to paragraph 4.6.1

1.32.3 The commonhold association may remove any unauthorised alteration and recover the costs of doing so from the person responsible for the alteration.

1.32.4 Before making an alteration to a commonhold unit that affects another commonhold unit, a unit-holder must obtain the written consent of the unit-holder whose unit will be affected by that alteration.

1.33 GARBAGE DISPOSAL

1.33.1 The commonhold association may establish a garbage disposal system (disposal system) for the commonhold. The disposal system may provide for any of the following:

- (a) permitted means and times for garbage disposal and removal;
- (b) disposal routes over common parts to be used in conjunction with the disposal system;
- (c) designation of areas on common parts for the storage and collection of garbage;
- (d) arrangements for separation and sorting of garbage;
- (e) special requirements for the storage and collection of flammable, toxic or other harmful substances; and
- (f) requirements for the disposal of garbage to meet the particular requirements of any commonhold unit

1.33.2 The commonhold association may enter into agreements with each unit-holder providing for the charging of garbage disposal services provided by the commonhold association under the disposal system and recovery of costs to the commonhold association of providing services under the disposal system]

1.33.3 Each unit-holder must:

- (a) comply with all requirements relating to the disposal of garbage;
- (b) comply with the requirements, as notified by the commonhold association, of the disposal system;
- (c) ensure that the health, hygiene and comfort of other persons is not adversely affected by disposal of garbage;
- (d) if no receptacle is provided by the commonhold association or designated as part of the disposal system, maintain a receptacle for garbage; and
- (e) if a receptacle is provided by the commonhold association or designated as part of the disposal system, ensure that garbage for the commonhold unit is placed in that receptacle or designated area.

[Alternative simple provision]

[A unit-holder must not leave rubbish or other materials on the common parts in a way likely to interfere with the enjoyment of the common parts by someone else.]

1.34 SIGNAGE ON COMMON PARTS AND UNITS

1.34.1 A unit-holder must not allow a sign on any part of the common parts or a commonhold unit without the prior written consent of the commonhold association.

The commonhold association must permit a unit-holder to erect and maintain a notice in a reasonably prominent position on the common parts, stating that a unit is for sale or to let

1.34.2 The commonhold association's consent under paragraph 5.9.1 must not be unreasonably withheld

1.34.3 The commonhold association may remove a sign to which it has not consented at the expense of the relevant unit-holder.

1.34.4 A unit-holder must return the common parts to its original condition when a sign is removed.

1.34.5 Any signage referred to in paragraph 5.9.1 must be erected, maintained and removed at the expense of the relevant unit-holder.

1.34.6 Nothing in this paragraph 5.9 absolves or in any way diminishes any obligation of a unit-holder or the commonhold association (as the case requires) to obtain any approval required under a requirement in connection with signage.

1.35 USE OF COMMONHOLD UNITS

1.35.1 A unit-holder must not use this commonhold unit, or allow anyone else to use the commonhold unit for any of the following:

- (a) anything which causes, or might become a nuisance or annoyance to a unit-holder or tenant of any other commonhold unit;
- (b) anything which is dangerous or noxious;
- (c) storage of any flammable or explosive substance except in the fuel tank of a vehicle), or where used or intended for use for domestic purposes, or in the ordinary course of the business operated from Unit 1 or Unit 2 subject always to compliance with paragraph 5.13.1 ;
- (d) installing or storing anything which overloads the floors or the structure of the building of which the commonhold unit forms part;
- (e) anything which contravenes a term of the policy insuring the property or causes an increase in the premium;
- (f) a public meeting; nor
- (g) playing music or amplifying or reproducing any sound so that it can be heard outside the unit between the hours of 9pm and 8am

1.35.2 A unit-holder must:

- (a) observe all requirements in connection with the use of the commonhold unit; and
- (b) provide and maintain fire prevention, fire detection, fire fighting and escape instructions and equipment as directed or recommended by the property insurers or the local fire prevention officer;

1.36 APPEARANCE OF COMMONHOLD UNITS

1.36.1 A unit-holder must not, without the commonhold association's written approval, make a change to the external appearance of a commonhold unit unless the change is minor and does not detract from the amenity of the commonhold unit and its surrounds.

1.36.2 A unit-holder must not, without the commonhold association's written approval hang washing, bedding, or another cloth article if the article is visible from another commonhold unit or the common parts, or from outside the commonhold

1.37 ACCIDENTS ON COMMON PARTS

1.37.1 Unit-holders must:

- (a) give notice in writing to the commonhold association of any accident which:
 - (i) occurs on or arises out of or relates to common parts or a commonhold asset;
 - (ii) involves the unit-holder; and
- (b) include in a notice, all details required by an insurer; and
- (c) assist with any insurance claim arising out of an accident as reasonably required by the commonhold association.

1.38 INSURANCE

1.38.1 Unit-holders must not do anything to, or that would diminish or prejudice, the commonhold association's right to claim under insurance effected by the commonhold association or make insurance more expensive for the commonhold association to maintain.

1.38.2 The commonhold association must insure, for an indemnity of at least £10 million, against liability incurred by the association as a result of the death of or injury to a person on or in the vicinity of the commonhold or the loss of or damage to goods.

1.38.3 The commonhold association may take out insurance against losses incurred as a result of negligence, misbehaviour or dishonesty of directors and against such other risks as it may determine, including but not limited liability under the Defective Premises Act 1972.

1.38.4 The commonhold association must, whenever requested provide a unit-holder with written evidence of the terms of the insurance maintained by the commonhold association and of the payment of the most recent premium.

1.38.5 In the event of any loss or damage covered by the insurance maintained by the commonhold association, the commonhold association must promptly make a claim under the policy.

1.38.6 The commonhold association may take out insurance against losses incurred as a result of negligence, misbehaviour or dishonesty of directors

1.39 COMMONHOLD'S RIGHTS RELATING TO SERVICES AND SERVICE INFRASTRUCTURE

1.39.1 The commonhold association may take steps to ensure the security of commonhold units and common parts and the observance of these local laws by any unit-holder including, without limitation:

- (a) restricting access to any part of the common parts whether on a temporary or permanent basis including areas used for the location of services and service infrastructure; and
- (b) determining rules under which persons are given access to any part of the common parts.

1.39.2 The commonhold association must ensure that any parts of the common parts used for:

- (a) electrical substations or control panels;
 - (b) fire service control panels;
 - (c) telephone exchanges; and
 - (d) other services to the commonhold units and the common parts;
- are kept locked unless there is a legal requirement to the contrary. Unit-holders may not enter or open such areas without the consent of the commonhold association.

1.39.3 Unit-holders must:

- (a) give prompt notice to the commonhold association of any damage to, or defect or disrepair of, services or service infrastructure;
- (b) not overload any services or service infrastructure;
- (c) pay to the commonhold association any costs incurred by the commonhold association in upgrading any services or service infrastructure to accommodate any equipment which a unit-holder wishes to install in a commonhold unit

1.40 SECURITY

1.40.1 The commonhold association may establish a security system and provide security services for the benefit of unit-holders.

1.40.2 Any security equipment installed on the common parts for use in connection with a security system will remain the property of the commonhold association and be maintained and repaired at the cost of the commonhold association

1.40.3 The commonhold association may arrange for the installation of any service infrastructure necessary for the operation of a security system for the benefit of unit-holders but subject to the commonhold association obtaining the consent of a unit-holder if the service infrastructure is located in their commonhold unit.

1.40.4 The commonhold association is not liable for any loss or damage suffered to any unit-holder or other person or property because the security system:

- (a) fails or there is unauthorised entry to any part of the common parts or a commonhold unit; or
- (b) is not operational at any particular time.

1.40.5 Each unit-holder must allow the commonhold association on the giving of reasonable notice (except in the case of emergency), to enter onto a commonhold unit to attend to the repair and maintenance of any service infrastructure used in connection with the provision of a security system and security services.

1.40.6 Each unit-holder must observe any conditions or requirements of the commonhold association imposed as a condition of the use and operation of the security system or security services provided by the commonhold association.

[Alternative provision]

[The commonhold association must install and maintain in the commonhold appropriate security arrangements, designed to prohibit the entry of unauthorised persons.

The commonhold association must provide the services of a security patrol [at all times] [during the hours of darkness]

A unit-holder must co-operate in the use of the security arrangements controlling entry to the commonhold and must require all visitors to comply.]

1.41 SUPPLY OF SERVICES

1.41.1 If permitted by relevant legislation governing the supply of services, the commonhold association may:

- (a) establish and maintain systems for the supply of services (system) for the commonhold association; and
- (b) as an on-supplier;
- (c) purchase the relevant service from a supplier; and
- (d) on-supply that service to unit-holders of units (collectively called receivers).

1.41.2 The commonhold association may enter into agreements, contracts, licences, leases or other arrangements of any nature in connection with:

- (a) the supply of services to the commonhold association by a service supplier;
- (b) the on-supply of services to receivers; and
- (c) service infrastructure used in connection with the system;
- (d) including agreements setting out the basis on which charges are made for supply of the relevant service.

1.41.3 If the commonhold association charges receivers a tariff rate for the supply of the relevant service which is higher than the rate at which the commonhold association purchases that service from the service supplier, any surplus funds generated in the hands of the commonhold association as a result must be applied by the commonhold association to its account in reduction of liabilities of the commonhold association and, in this way, for the benefit of unit-holders.

1.41.4 If the commonhold association operates and maintains a system under paragraph 5.16.1, it may:

- (a) enter into agreements with receivers for the supply of services through the system, setting out the terms on which the commonhold association will charge for the provision of services under the system and recover the costs of providing that including charges for:

- (i) service supply;
- (ii) installation and connection to the system;
- (iii) servicing and maintenance of the system to the extent it is utilised in the provision of the service to a particular receiver;

- (iv) disconnection and reconnection fees; and
- (v) advance payments or security deposits to be provided in connection with service supply through the system;
- (b) establish the basis of service charges for those receivers which are not supplied by separate meter (if any) and for common parts based on an estimate of service consumption taking into account the number and type of service fittings, points, installations, plant and equipment, and appliances and the use to which those are put by the relevant receivers or the commonhold association;
- (c) establish a system of accounts and invoices in connection with the supply of services through the system and render those accounts to receivers as appropriate; and
- (d) recover any amounts when due and payable from any receiver under applicable accounts rendered and if an account is unpaid by the due date:
 - (i) recover any unpaid amount as a liquidated debt;
 - (ii) recover interest on any unpaid account;
 - (iii) disconnect the supply of services to the relevant receiver;
 - (iv) charge a reconnection fee to restore services to that receiver; or
 - (v) increase the advance payment or security deposit for service supply to the relevant receiver.

1.41.5 The commonhold association is not liable for any loss or damage suffered by any receiver as a result of any failure of the supply of services due to breakdowns, repairs, maintenance, strikes, accidents or any other causes affecting the system.

1.41.6 The commonhold association is not required to supply any receiver with any service to a greater extent than the relevant authority or supplier from which the commonhold association obtains supply could provide at any given time.

1.41.7 Each unit-holder must:

- (a) allow the commonhold association and its agents, contractors, or employees access to any service infrastructure used in connection with the system;
- (b) comply with all requirements of the commonhold association imposed in connection with service supply through the system; and
- (c) maintain any service infrastructure used in connection with the system and which is located in or on a commonhold unit and which is used in connection with service supply under the system.

1.41.8 A unit-holder must not obstruct lawful use of the common parts by another person and, without limitation, obstruct access:

1.42 VEHICLES

1.42.1 An unit-holder must not park or stand a vehicle or bicycle on the common parts other than in those parts of the common parts allocated for car parking on a limited use basis or other parts of the common parts designated for the standing or parking of vehicles or bicycles unit-holders.

1.42.2 All vehicles may only be driven on the parts of the common parts that are designed for that purpose and must be driven at safe speed.

1.43 ANIMALS

1.43.1 Unit-holders must not, without the prior written consent of the commonhold association bring or keep an animal on a commonhold unit or the common parts.

1.44 INVITEES

1.44.1 A unit-holder must take all reasonable steps to ensure that invitees do not obstruct any other persons' use of the common parts or a commonhold unit.

1.44.2 A unit-holder must compensate the commonhold association for all damage to the common parts caused by invitees.

1.44.3 A unit-holder must take all reasonable steps to ensure that invitees comply with these local-laws.

1.45 NOTICES

1.45.1 A unit-holder must promptly give the commonhold association a copy of any notice received concerning:

- (a) an application for permission to develop any part of the commonhold or any neighbouring land;
- (b) a proposal to enforce planning control;
- (c) an intention to acquire any part of the commonhold compulsorily;

- (d) a party wall or a proposal to do work affecting a party structure;
- (e) an application for an order authorising access to any part of the commonhold; or
- (f) action to prohibit or limit any activity undertaken on any part of the commonhold or a use to which any part is put.

1.46 MORTGAGES

1.46.1 A unit-holder must give the commonhold association notice within 14 days of:

- (a) the creation of a charge over the commonhold unit, stating the name and address for correspondence of the mortgagee; and
- (b) the discharge of a charge over the commonhold unit.

1.46.2 The commonhold association must maintain a register of charges over commonhold units, and, within 14 days of receiving notice:

- (a) enter in the register the name and address for correspondence of the mortgagee; and
- (b) delete the entry in the register relating to any charge which is discharged.

1.46.3 Whenever the commonhold association gives notice under paragraph 4.2.18 requiring a tenant of a unit-holder to divert to it all or part of the rent payable by a unit-holder, the commonhold association must at the same time give a copy of the notice to the mortgagee.

1.47 REQUEST TO SECRETARY

1.47.1 A unit-holder must direct all requests for consideration of any matter to be referred to the commonhold association to the secretary of the commonhold association.

1.48 POWER TO ENTER COMMONHOLD UNIT / COMMON PARTS

1.48.1 A person (authorised person) authorised by the commonhold association may enter a commonhold unit, or common parts the subject of a limited use local rule, and remain on the commonhold unit or common parts while it is reasonably necessary -

- (a) to inspect the unit or common parts and find out whether work the commonhold association is authorised or required to carry out is necessary; or
- (b) to carry out work the commonhold association is authorised or required to carry out.

1.48.2 The power of entry may be exercised:

- (a) in an emergency - at any time;
- (b) in other cases -

(i) for entry to a unit at a reasonable time after at least 7 days notice of the intended entry has been given to the unit-holder, or if the unit-holder is not in occupation of the unit, the occupier of the unit.

(ii) for entry to the common parts mentioned in paragraph 5.23.1 at a reasonable time after at least 7 days notice of the intended entry has been given to the unit-holder of the commonhold unit to which the limited use attaches, or if the unit-holder is not in occupation of the common parts, the occupier of the common parts.

1.48.3 In exercising its right under this paragraph 5.23 the commonhold association must ensure there is as little interference as possible with the occupation and enjoyment of the commonhold unit and the relevant common parts and that any damage to the commonhold unit and the relevant common parts caused by the person authorised is promptly made good.

1.48.4 A unit-holder must allow the commonhold association access to a commonhold unit in the manner and circumstances provided for under this paragraph 5.23

1.49 TERMINATION STATEMENT

1.49.1 Any termination statement must:

- (a) state that the commonhold association's surplus assets are to be divided between the unit-holders in the same proportion as the allocation of votes then allocated as specified in paragraph 3 of Annex 3.
- (b) provide that the unit holders will ensure that any mortgage secured on their unit is repaid on termination.

ANNEX 6 : DEVELOPMENT RIGHTS

1.50 CONSTRUCTION

1.50.1 The developer, his agents and workmen, are entitled to access to the common parts as necessary to complete constructing the commonhold.

1.50.2 In the course of completing construction work, the developer is entitled to interfere temporarily with access and the provision of services to a commonhold unit, so long as the unit is not rendered unusable for its permitted use.

1.50.3 Until construction work is completed, the developer is entitled to use the grounds of the commonhold for storing building materials, equipment and machinery.

1.51 ADDING LAND TO THE COMMONHOLD

1.51.1 An application to Land Registry by the developer to add land to the commonhold does not require approval by resolution of the commonhold association.

1.52 UNIT-HOLDER'S APPLICATION FOR PLANNING PERMISSION

1.52.1 A unit-holder must obtain the developer's written consent before applying for planning permission to carry out any development on the commonhold.

1.53 ADVERTISEMENTS AND SALES

1.53.1 The developer is entitled to erect and maintain an advertisement hoarding on the common parts announcing that commonhold units are for sale.

1.53.2 The developer is entitled to use one commonhold unit as a "show unit" for display to prospective buyers and for negotiating sales.

1.53.3 A prospective buyer of a commonhold unit, authorised by the developer, is entitled to have access to the common parts, including the right to park a car while on the property, for the purpose of viewing units for sale and the common parts.

1.54 APPOINTMENT AND REMOVAL OF DIRECTORS

The developer has the right to appoint and remove directors of the commonhold association in accordance with the articles of association.

SIGNATURE

This is the commonhold community statement of [insert name of commonhold] commonhold signed in the form required by the Commonhold Regulations 2004.

[on application for registration of the land as commonhold]

Signed [by] [on behalf of] the applicant: _____

Name: (please print) _____

Title: _____]

[where an amended commonhold community statement is registered]

Signed [by] [on behalf of] [the commonhold association] [the developer]:

Name: (please print) _____

Title: _____]

Date _____