

# Maisemore Gardens Ltd

## The Lease

Apart from the annual ground rent of £1 5s 0d each Lessee agrees under the terms of the Lease to pay the following:

(a) All expenditure incurred in maintaining the front garden

of an individual property where the Lessee had failed to

maintain to the standard required by Maisemore Gardens Limited.

(b) All expenditure in connection with the insurance premiums for parts of the estate which are used in common with other owners or occupiers.

The standard lease on each property contains the following clauses.

"The Lessee hereby covenants with the Lessors (MAISEMORE GARDENS LIMITED) as follows

(1) The Lessee will pay the yearly and other rents and sums of money mentioned above, at the times and manner requested.

(2) The Lessee will pay all rates, taxes, duties, charges, assessments, impositions, and outgoings of whatever nature in respect of the demised premises.

(3) The Lessee will pay and contribute a rateable or due proportion of the expenses of repairing, maintaining, rebuilding and cleansing all ways, roads, pavements, sewers, drains, pipes watercourses, party walls, party structures, fences, hedges or other conveniences (other than such taken over by the Local Authority) which are used in common with other properties. Disputes to be settled in accordance with the Arbitration Act 1950 and the Lessees will keep the Lessors indemnified against all costs and expenses incurred.

(4) The Lessee will keep the demised premises and all additions to the premises in good and substantial repair and condition and in particular to observe and perform the requirements laid down by MAISEMORE GARDENS LIMITED in connection with the painting and repair of the front elevation of the property in accordance with a

colour scheme approved AND to be approved by MAISEMORE GARDENS LIMITED.

(5) The Lessee will maintain the front garden of his premises properly cultivated and planted and free from weeds and generally in accordance with the requirements of MAISEMORE GARDENS LIMITED. The front gardens shall be maintained and planted as one garden and if the Lessee shall be in breach of this covenant and fails or neglects to remedy such breach within six weeks after notice in writing from MAISEMORE GARDENS LIMITED then the company may enter the front garden of the premises for the purpose of maintaining or remedying the breach of covenant and the cost of such work shall be paid by the Lessee.

(6) The Lessee will use and occupy the demised premises as a private dwelling house only and use the garage only in connection with the occupation of the premises as a dwelling house.

(7) The Lessee will not carry on or permit any trade, business, manufacture or any nuisance on the demised premises or allow the premises to be used as a factory or workshop within the meaning of the Factories Acts.

(8) The Lessee will not permit any act which shall or may become a nuisance, damage, annoyance or inconvenience to the Lessors, or Lessees or occupiers of neighbouring houses.

(9) The Lessee will not at any time erect or place any additional building or other permanent erection or shed on the demised premises without FIRST having obtained the consent of the Lessors (MAISEMORE GARDENS LIMITED) in writing.

(10) The Lessee will not at any time make any alterations or additions in or to the demised premises or any other building without first having obtained the consent of the Lessors (MAISEMORE GARDENS LIMITED) in writing.

(11) The Lessee will not remove, cut down, lop or maim any trees which may be on the demised premises without first having obtained the consent of the Lessors (MAISEMORE GARDENS LIMITED) in writing.

(12) The Lessee will insure, and keep insured at all times, all buildings, erections and fixtures on the demised premises against loss or damage by fire or accident or storm and tempest or aircraft or war risks to the full value of such property. In the case of accident or damage all moneys received from such insurance shall with all convenient speed be used for rebuilding, repairing or otherwise reinstating and in the case of moneys received in respect of insurance being insufficient then the deficiency must be made good out of the Lessee's own moneys.

(13) The Lessee will not assign, underlet or part with possession of the demised premises or part thereof without first having obtained the consent of the LESSORS (MAISEMORE GARDENS LIMITED) in writing, and within one month after any assignment, mortgage transfer or under lease give the Lessors or their solicitors notice in writing and to pay the Solicitors the registration fee of two guineas and on completion of any assignment obtain the registration of the assignee as a member of MAISEMORE GARDENS LIMITED.

(14) The Lessee hereby covenants with the Lessors (MAISEMORE GARDENS LIMITED) and separately with each person who is an owner or occupier of any part of the LESSOR'S MAISEMORE GARDENS ESTATE that he will at all times observe and perform the stipulations specified.

(15) The Lessee hereby agrees that if the rent or any part thereof shall at any time be in arrears and unpaid for 21 days or if he fails or neglects to perform or observe any of the covenants, conditions or agreements contained in the Lease then it shall be lawful for the LESSORS (MAISEMORE GARDENS LIMITED) or any persons duly authorised by them to enter the demised premises and to hold and enjoy as if the lease on the property had not been conveyed."

"The Lessors (MAISEMORE GARDENS LIMITED) hereby covenant with the Lessee that providing the rent is paid by the due date and the Lessee performs and observes the several covenants, conditions and agreements, the Lessee may

peaceably and quietly hold and enjoy the demised premises without any unlawful interruption or disturbance from the Lessors (MAISEMORE GARDENS LIMITED).

#### THE THIRD SCHEDULE TO THE LEASE - TWT-0 RESTRICTIONS

1. The Lessee will not at any time hang or exhibit washing outside the demised premises except in the back garden and there at a height not exceeding eight feet.
2. The Lessee will not do or allow to be done on the demised premises any act or thing which will or may be a nuisance, damage, annoyance, or inconvenience to the occupiers of the adjoining or neighbouring houses nor keep poultry or pigs on the demised premises.
3. The Lessee will not erect any boundary fence or other fence or wall or like structure on any part of the demised premises without first having obtained the consent of the Lessors (MAISEMORE GARDENS LIMITED) in writing.
4. The Lessee will not place, or allow to remain, any shed, caravan or other structure, whether moveable or otherwise, in or on any part of the demised premises in front of the dwelling house.
5. The Lessee will not erect any shed or outbuilding of any kind on the demised premises or any part thereof without FIRST submitting the design and proposed situation thereof to the Lessors (MAISEMORE GARDENS LIMITED) and having obtained their consent in writing."

NOTE: This document is only an abridged version of the Lease and

Lessees are advised to study the counterpart lease filed with the deeds to the property for full details.