

The Owner

Dear Owner,

We would like to take this opportunity to introduce you to HML Andertons who have been appointed by Croudace Homes on behalf of the Management Company as the Managing Agents for the day to day running of the development and more specifically the management company common areas and structure of the building (where applicable).

A proportion of the service/amenity charge will have been collected upon completion by Croudace Homes and these monies passed over to HML Andertons to keep in a trust account until such time as instructions are received from Croudace, the developer, that they wish HML Andertons to commence management. At this time a welcome letter will be issued, by HML Andertons as managing agents, to all owners with an Application for Payment which will detail the monies collected upon completion.

The agreement with HML Andertons initially lasts for one year from the commencement of management.

When the welcome letter is issued it will detail the key contact details and the name of the Property Manager appointed to manage and oversee your development.

Should you have any queries prior to our management commencing and receiving a welcome letter, please contact Croudace Homes, Croudace House, Tupwood Lane, Caterham, Surrey CR3 6XQ. Telephone 01883 346464.

We hope you will be happy in your new home.

Yours faithfully,



Sue Paul AIRPM
Associate Director
HML Andertons Ltd

0330 300 0002

info@hmlandertons.com

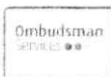
www.hmlandertons.com

hml hmlholdings plc

Offices:

Aldershot, Bath (trading as HML Chilton), Croydon,
East Malling and Knutsford (trading as HML Guthrie)

HML Andertons Limited Registered in England No. 4231933 Registered office 9.11 The Quadrant Richmond Surrey TW9 1BP
Authorised and Regulated by the Financial Conduct Authority



Croudace Homes

Priory Manor (Ambrosden) Management Company Limited

Priory Manor

Ambrosden

Bicester

Oxfordshire

OX25 2LZ

Schedule 1

45 Properties

- 1 Grounds Maintenance frequency will be carried out on a fortnightly basis in summer and monthly during winter, includes LAP
- 2 A provision for the maintenance of both the Private Road & Street Lighting Columns
- 3 The Provision for Landlords Electricity re external lighting (Entrance Pillars/Columns)
- 4 General Repairs required from time to time to areas under Management
- 5 Maintenance of the surface water drainage
- 6 A provision for Tree Maintenance - No TPOs
- 7 Public Liability Insurance
- 8 This is a provision for Directors and Officers Insurance
- 9 The Provision for preparing the year end financial statements and year end accounts for the amenity charge and the company accounts
- 10 A provision for a Risk Assessment for the development in order to ensure compliance
- 11 Managing Agents Remuneration
- 12 Company Secretarial & Registered Office administration costs
- 13 Contingencies/Disbursements for postage/letters sent within the financial year
- 14 Meetings & Inspections to be undertaken outside of the Management Agreement
- 15 A provision for future maintenance of large expenditure. This is normally added to the budget by the resident directors, once appointed

"the Estate" the Transferor's estate at Merton Road, Ambrosden, Bicester, Oxfordshire being all of the land in respect of which the Transferor is or was registered as proprietor under title numbers ON296421 and ON322642

"Estate Charge" shall mean the Estate Charge Proportion of the Estate Costs or estimate thereof payable in accordance with Part 3 of the Second Schedule

"the Estate Charge Proportion" shall mean a one forty-fifth part per dwelling being constructed on the Property of the Estate Costs referred to in Part 2 of the Second Schedule

"the Estate Roads and Footpaths" the roads and footpaths together with any verges street lighting and ancillary work which have been or are to be constructed on or serving the Estate and/or Property and running from, leading to and immediately abutting an adopted highway

"Estate Services " shall mean respectively the estate services set out in Parts 1 of the Second Schedule

"Estate Costs" shall mean the estate costs set out in Parts 1 of the Second Schedule

"the Estate Sewers" the foul and surface water sewers together with any manholes ventilating shafts pumps soakaways watercourses and other accessories thereto belonging which have been or are to be constructed on the Estate

"a Group Company" a company that is a member of the same group as the Transferor within the meaning of Section 42 of the Landlord and Tenant Act 1954

"the Handover Date" the date of resignation of all Directors of the Management Company by those persons who are representatives of the Transferor

"the Land Adjoining the Estate" means the land adjoining or adjacent to the Estate including any such land now or formerly owned by a Group Company now or which may be acquired by a Group Company in the future

"the Management Company" means Priory Manor (Ambrosden) Management Company Limited

"the Open Space Land" shall mean the Green Areas and the Local Area of Play as defined in the second schedule of the Section 106 Agreement and for the avoidance of doubt excluding the Common Parts

"the Plan" means the plan annexed hereto

"the Private Motor Vehicles" means any private motor vehicle or motorcycle (in a good and roadworthy condition) including any light van not exceeding 3000 KG gross unladen weight

"the Section 106 Agreement" means the Agreement made under Section 106 of the Town and Country Planning Act 1990 dated 11th March 2014 between (1) Cherwell District Council (2) Oxfordshire County Council and (3) Robert Clive Marlow Collisson John Gibson Heller and John Kenwright as Trustees of the Norman Collisson Foundation and the Deed of Variation dated 4th May 2016 and made between (1) Cherwell District Council (2) Oxfordshire County Council and (3) Croudace Homes Limited and (4) The Royal Bank of Scotland

"the Services" means foul and surface water drainage water gas electricity telephone television and other appropriate services and supplies

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2

"Service Conduits" means gutters downpipes sewers drains manholes soakaways permeable paving and watercourses and gas water electricity telephone and television pipes wires and cables and all other conducting media and all apparatus appertaining thereto

"the Statutory Undertakers" means all persons bodies or organisations authorised under any enactment to undertake the provision of the Services or any of them

- 12.1.2 Words importing one gender shall be construed as importing any other gender
- 12.1.3 Words importing the singular shall be construed as importing the plural and vice versa
- 12.1.4 References to any clause or sub-clause without further designation shall be construed as references to the clause or sub-clause of this Transfer so numbered
- 12.1.5 The clause headings do not form part of this Transfer and shall not be taken into account in its construction or interpretation

12.2 **Rights granted for the benefit of the property**

The Property is transferred together with the following rights:-

- 12.2.1 the free and uninterrupted passage and running of the Services through and along and (in the case of the soakaways and permeable paving) the right to discharge surface water into the Service Conduits which are now or may in the future be on under or over the other parts of the Estate (insofar as the same serve the Property) jointly or in common with the Transferor and all other the person or persons who are now or may hereafter be entitled to connect with or to use the same or any of them and a right of entry (in case of necessity) on to the other parts of the Estate for the purpose of repairing maintaining renewing adjusting altering and cleansing such Service Conduits (the Transferee or his successors in title making good at his or their own expense any damage occasioned by such entry)
- 12.2.2 the right for the Transferee and his successors in title the owner or owners for the time being of the Property and all persons authorised by him or them at all times and for all reasonable purposes connected with the use and enjoyment of or access to the Property in common with the Transferor and all other persons to whom a like right has been or may hereafter be granted to pass and repass over and along the Estate Roads and Footpaths at all times and with or without vehicles (as appropriate)
- 12.2.3 the right for the Transferee and his successors in title and all persons authorised by him or them at all reasonable times to enter upon the adjoining land included in the Estate for the purposes of repairing maintaining painting and rebuilding or carrying out any other works to any building erected next to the boundary on the Property (the person exercising such right making good forthwith at his own expense any damage caused thereby)
- 12.2.4 the right to retain in place any parts of the buildings erected on the Property (including any gutters spouts downpipes boundary walls and fences belonging thereto) which overhang or protrude into the adjoining land included in the Estate
- 12.2.5 the benefit in common with the Transferor and all others entitled thereto of the covenants restrictions and stipulations contained or to be contained in the Transfers of the other plots on the Estate
- 12.2.6 the right to support for the wall and buildings on the Property
- 12.2.7 the right to use for the purposes of recreation those parts of the Open Space Land laid out for that purpose (together with the right to pass and repass over and along the accessways leading thereto) and a right of way to pass and repass over and along the Estate Roads and Footpaths on the Open Space Land

Any other land affected should be defined by reference to a plan and the title numbers referred in panel 2

- 12.2.8 the right in common with the Transferor and all other persons to whom a like right has been or may hereafter be granted to use the parking spaces constructed on the land shown and marked "C" on the Plan and not hereby transferred (together with the right to pass and repass over and along the accessways leading thereto) for the parking of a private roadworthy motor vehicle PROVIDED that such right shall not be exercisable in respect of such parking spaces at any time when the same is already being used by any person lawfully entitled to do so and provided that this right shall not be permanent and will be on a temporary and first come first served basis with all other persons with an interest in the Estate
- 12.2.9 the right to use for the purpose of quiet recreation the Open Space Land (together with the right to pass and repass over and along the accessways leading thereto) and a right of way to pass and repass over and along the roads and footpaths on the Open Space Land PROVIDED THAT this right shall not be exercised until the Open Space Land has been constructed and equipped and landscaped in accordance with the Section 106 Agreement
- PROVIDED ALWAYS that none of the rights granted in this clause 12.2 shall apply to or be exercised over any electricity substation site or sites
- 12.3 **Rights reserved for the benefit of other land**
- There are excepted and reserved out of the Property for the benefit of (a) the remainder of the Estate other than the Property or any part or parts thereof and (b) the undertakings of the local authority the highway authority and the Statutory Undertakers the following rights:-
- 12.3.1 the right to enter upon the Property with or without workmen materials and appliances and to construct or lay on over or under the same Service Conduits to serve the other parts of the Estate either alone or jointly or in common with the Property (the person exercising such right making good forthwith any damage caused thereby)
- 12.3.2 the free and uninterrupted passage and running of the Services through and along and (in the case of soakaways and permeable paving) the right to discharge surface water into the Service Conduits which are now or may in the future be through on over or under the Property either alone or in common or jointly as aforesaid (the Transferor or other persons as aforesaid bearing paying and contributing together with the Transferee or his successors in title a fair proportion of the cost of repairing maintaining renewing adjusting altering and cleansing such Service Conduits according to the extent to which their respective properties are served thereby) and the right to enter upon the Property with or without workmen materials and appliances for the purpose of connecting to inspecting repairing maintaining renewing adjusting altering and cleansing such Service Conduits (the Transferor or other person or persons as aforesaid making good forthwith at their own expense any damage occasioned by such entry)
- 12.3.3 the right in connection with the development of the Estate to enter upon the Property for the purpose of erecting any building which is to be erected next to the boundary on the adjoining land included in the Estate and for such purpose to erect scaffolding on the Property (the person exercising such right making good forthwith at his own expense any damage caused thereby)
- 12.3.4 the right to enter upon the Property for the purpose of repairing maintaining painting rebuilding or carrying out any other works to any building erected next to the boundary on the adjoining land (the person exercising such right making good forthwith at his own expense any damage caused thereby)

- 12.3.5 the right to retain in place any parts of the buildings erected on the adjoining land (including any gutters spouts downpipes boundary walls and fences belonging thereto) which overhang or protrude into the Property
- 12.3.6 full and free right of access of light and air to any building erected or to be erected on the Estate or on any part thereof notwithstanding that the same may restrict or interfere with the free user of the Property provided that any erection or building shall be in accordance with the requirements of the local planning authority
- 12.3.7 the right to enter upon the Property and erect thereon or affix to any building thereon and thereafter maintain repair and renew a street nameplate in a position nominated by the local authority (the person exercising such right making good forthwith any damage caused thereby)
- 12.3.8 the right to enter upon the Property and excavate and plant or sow and replace any seeds bulbs shrubs and trees therein or on the adjoining land in accordance with the scheme of landscaping of the transferor agreed with the local planning authority (the person exercising such right making good forthwith any damage caused thereby)
- 12.3.9 the right to enter upon the Property at all reasonable times for the purpose of reading any meter belonging to any building erected next to the boundary on the adjoining land and measuring the supply of gas water electricity or other service to such building
- 12.3.10 the right to support for walls and buildings erected or to be erected in the future on other parts of the Estate
- 12.4 **Transferee's Covenants**
- 12.4.1 The Transferee for himself and his successors in title hereby covenants with the Transferor the Management Company and their respective successors in title and also as a separate covenant with every other person who is now the owner of any part of the Estate or of any part of the Land Adjoining the Estate and so as to bind the Property into whosoever hands the same may come and to benefit and protect the remainder of the Estate and any part or parts thereof and the Land Adjoining the Estate and any part or parts thereof that the Transferee will observe and perform the covenants set out in the First Schedule
- 12.4.2 The Transferee covenants with the Management Company that the Transferee and his successors in title will:-
 - 12.4.2.1 pay the Estate Charge in the manner set out in Part 3 of the Second Schedule
 - 12.4.2.2 not to transfer its freehold interest in the Property nor make any other disposition (other than by way of charge or assured shorthold tenancy) except to a person who has entered into a Deed of Covenant with the Management Company in the form set out in the Third Schedule at the cost of the Transferee to observe and perform the covenants and stipulations on the part of the Transferee in this Transfer
 - 12.4.2.3 not to transfer the freehold of the Property unless the donee has either become a member of the Management Company or has made a written application to the Management Company to become a member
- 12.4.3 The parties apply to the Registrar for the entry on the Proprietorship Register of the title to the Property the following restriction:-

Include words of covenant

Include words of covenant

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Priory Manor (Ambrosden) Management Company Limited of 94 Park Lane Croydon Surrey CR0 1JB that the provisions of paragraph 12.4.2 of the transfer dated [redacted] and made between (1) Croudace Homes Limited and (2) [redacted] have been complied with or do not apply"

12.5 Indemnity Covenant

The Transferee for himself and his successors in title hereby covenants with the Transferor and its successors in title with the object and intent of affording the Transferor a full and sufficient indemnity but not further or otherwise that the Transferee will observe and perform the covenants stipulations and other provisions contained or referred to in the Registers of the title number referred to in panel 1 so far as the same are still subsisting and capable of taking effect and affect the Property and will keep the Transferor and its successors in title fully and effectually indemnified against all actions costs claims demands and liabilities whatsoever in respect thereof

12.6 Transferor's covenants

12.6.1 The Transferor hereby covenants with the Transferee and his successors in title the owner or owners of the Property that it will:

(a) construct or cause to be constructed the Estate Roads and Footpaths to adoptable standard and will maintain or procure the maintenance of the same until such time as they may become formally adopted and maintainable at public expense(if ever);

(b) construct or cause to be constructed the Estate Sewers to adoptable standard and maintain or procure the maintenance of the same until such time as they may become formally adopted and maintainable at public expense(if ever)

(c) that subject to payment of the Estate Charge it will perform the Estate Services and pay the Estate Costs until the Handover Date

12.6.2 The Transferor hereby covenants with the Transferee and its successors in title the owner or owners of the Property and separately with the Management Company that it will transfer the Common Parts to the Management Company following completion of the sale of the last dwelling to be constructed on the Estate

12.7 Management Company's Covenants

The Management Company hereby covenants with the Transferee that following the Management Date and subject to the payment of the Estate Charge it will provide and perform the Estate Services and pay the Estate Costs and will give any consent required to H.M. Land Registry to allow registration of any proposed dealing in the Property provided that the Transferee shall have observed and performed the covenants to be performed by the Transferee contained in this transfer

12.8 Agreements and Declarations

It is hereby agreed and declared:-

12.8.1 that the dividing walls (if any) between the buildings on the Property and the buildings on adjoining land now or formerly owned by the Transferor (including boundary walls of any garages whether or not erected by or on behalf of the Transferor) shall be deemed to be party walls and be maintained by the respective owners accordingly

- 12.8.2 that the Transferee and his successors in title shall not (except as hereinbefore mentioned) be or become entitled to any right of light or air or other easement over or against the Estate or the Land Adjoining the Estate or be entitled to grant all or any of the rights set out in clause 12.3
- 12.8.3 that the Transferor and its successors in title being the owners of the land comprised in the Estate for the time being remaining unsold may at any time or times hereafter release waive or modify any of the stipulations imposed by the Transferor upon any part of the land comprised in the Estate (including the Property) and the covenant on the part of the Transferee hereinbefore contained shall not operate to impose any restriction on the manner in which the Transferor and its successors in title may deal with any other land belonging to it or them or be deemed to create a building scheme
- 12.8.4 that there are also excepted and reserved out of the Property or any part thereof for the benefit of any part or parts of the Estate intended to be benefited all easements wayleaves licences rights and privileges granted or to be granted by the Transferor to the local authority the highway authority or any Statutory Undertakers in connection with the services usually provided or maintained by them for the benefit and advantage of the Estate or any part of either of them

**First Schedule
Transferee's Obligations & Restrictions**

1. At all times hereafter to maintain the division walls or fences erected by the Transferor both on the boundaries of the Property marked by the letter "T" within the boundary on the Plan and all other walls and fences within the Property
2. Not at any time hereafter to use any building erected on the Property for any other purpose than as dwellings or as garages or outhouses to be used only in connection with the said dwellings
3. Not at any time to use any garage or parking space other than for the garaging or parking of Private roadworthy Motor Vehicles provided that this shall not prevent the Transferee its successors or assigns or any occupants of the dwellings on the Property from keeping Private Motor Vehicles in any garage and/or car parking space on the Property
4. Not to set up or carry on in or upon the Property any trade business or manufacture or industrial or commercial activity whatsoever other than office work or child minding at home or such other commercial activity which is not inconsistent with residential occupation
5. Not to use the Property or any building thereon for any purpose nor do anything therein or thereon which may be or become a nuisance or cause annoyance to the Transferor or to the owners or occupiers of any part of the Estate or of the Land Adjoining the Estate provided that use of the Property as dwellings for use as social or affordable housing shall not be a breach of this clause
6. Not to erect make or grow any walls fences hedges or other means of enclosure on the Property between any building line and the abutting road or roads and footpaths on the Estate and will not alter the position type and height of existing walls and fences between the enclosed rear gardens and the open plan part of the Estate
7. Not to do or permit to be done anything whereby the Estate Roads and Footpaths or the Common Parts or the Open Space Land shall be damaged or made unfit for use by any person having a right to use the same and will not obstruct the said roads and footpaths or the said common parts or the said open space land or leave on any part thereof anything which would in any way interfere with the free and uninterrupted user thereof

8. Not to erect any building or structure over the Estate Sewers or on such part of the Property (if any) as lies within three metres measured horizontally from the centre line of the Estate Sewers or any of them and not to obstruct access to the Estate Sewers on foot and with any necessary vehicles plant or equipment

9. Not at any time to plant any trees or other deep rooting plants or shrubs nor erect any buildings fences walls or other erections one and one half metres either side of any gas/electric main laid in the Estate; and not to do or cause or permit to be done on the Property anything calculated or likely to cause damage or injury to or prevent access to any such gas/electric main and will take all reasonable precautions to prevent such damage or injury

10. At the request of the Transferor to grant to the local authority the highway authority or the Statutory Undertakers such easements over the Property as they shall require in connection with the maintenance drainage and lighting of the Estate Roads and Footpaths and the provision and maintenance of the services usually provided or maintained by them for the benefit and advantage of the Estate or the Land Adjoining the Estate or any part of either of them and give such covenants as they shall require for the protection of such easements provided that where the easements are requested by the Transferor, they shall be at the reasonable cost of the Transferor

11. Will not hinder object to or otherwise obstruct any application by the Transferor for the highway authority or other authority to adopt the Estate Roads and Footpaths as highways maintainable at the public expense and shall if called upon to do so by the Transferor join in with the Transferor in any such application at the reasonable cost of the Transferor

Second Schedule

Part 1

The Estate Services

1. To repair and maintain to a reasonable standard and where necessary renew those parts of the open spaces roads footpaths forecourts together with any verges gates railings boundary walls and fences visitors and other parking spaces and all other areas of the Estate which fall within the Open Space Land or the Common Parts

2. To repair and maintain to a reasonable standard and where necessary those parts of the roads footpaths forecourts together with any verges gates railings boundary walls and fences visitors and other parking spaces and all other areas of the Estate which fall within the Open Space Land until such time (if ever) as the Open Space Land are adopted

3. To keep any planted or landscaped area and any trees and hedges and ponds within the Common Parts in a neat and tidy condition

4. To keep any planted or landscaped area and any trees and hedges and ponds within the Open Space Land in a neat and tidy condition until such time (if ever) as the Open Space Land are adopted

5. To comply with the provisions of the Section 106 Agreement insofar as the same relates to the Open Space Land and Common Areas

7. To maintain public liability insurance in respect of the Common Parts

8. To maintain public liability insurance in respect of the Open Space Land until such time (if ever) as the same is adopted

9. To inspect repair maintain cleanse reinstate or renew as necessary any Service Conduits within the Common Parts

10. To inspect repair maintain cleanse reinstate or renew as necessary any Service Conduits within the Open Space Land until such time (if ever) as the same are adopted

Part 2

Estate Costs

1. The costs and expenses incurred by the Management Company in the provision of the Estate Services

2. All existing and future rates charges insurance premiums and other outgoings in respect of the Open Space Land and the Common Parts
3. The creation of such reserves or sinking funds against any future liabilities of the Management Company as may be reasonably appropriate for the provision of the Estate Services and any interest or other charges on any borrowing for the purpose of providing the Estate Services
4. The costs of complying with the requirements of any statute or of any governmental department local authority or other public or competent authority or any court order or requirement of the insurers relating to the Open Space Land and the Common Parts
5. The costs of employing any surveyor managing agent accountant agent solicitor contractors or other persons in connection with the management of the Estate the preparation and auditing of the accounts of the Management Company and the collection of the Estate Charge from owners of other parts of the Estate
6. Any expense incurred by the Management Company in relation or incidental to the administration of the Management Company's affairs
7. Any Value Added Tax or other tax payable in respect of any costs expenses or outgoings referred to in this Schedule or in respect of the Estate Charge paid by the Transferee and other owners of other parts of the Estate
8. All other costs and expenses which the Management Company may reasonably incur in the interests of the Estate

PROVIDED THAT the Transferee and its successors in title shall not be required to make any payments relating to anything which has become maintainable at public expense or taken over by a local authority for maintenance.

Part 3 The Estate Charge

1. The Management Company shall prepare an estimate of the Estate Costs in respect of each calendar year
2. The Transferee shall on the 1st January and 1st July in each calendar year pay to the Management Company a provisional sum on account of the Estate Charge based on such estimate on the 1st January in that year
3. After the expiry of each calendar year the Management Company shall prepare and serve on the Transferee an account of the actual Estate Costs for that year
4. In the event of the actual Estate Costs in any calendar year exceeding the Management Company's estimate the Transferee shall pay to the Management Company the deficit in the Estate Charge due from the Transferee on demand and if the estimate exceeds the actual Estate Costs any excess paid by the Transferee shall be set off against the payments of the Estate Charge to be made by the Transferee for the following year
5. The Management Company shall be entitled to vary the period in respect of which the accounts of the Estate Costs are prepared and the dates for payment of the provisional sums on account of the Estate Charge
6. If at any time in the future the total number of properties enjoying the benefit of the Estate Services and paying towards them shall be more or less than the 45 dwellings intended to be constructed on the Estate and such increase or decrease shall be on a permanent basis the Estate Charge Proportion shall be varied with effect from the commencement of the calendar year (or other period in respect of which the accounts of the Estate Costs are prepared) following the increase or decrease to such proportion as the Management Company shall determine as fair and reasonable having regard to the increase or decrease in question

PROVIDED THAT in the case of a dispute in respect of Estate Costs or Estate Charges the matter shall be referred to an independent surveyor appointed by agreement of the parties or by the President of the Royal Institution of Chartered Surveyors upon the application of either party