

JORDANS VILLAGE LIMITEDMANAGEMENT SCHEME

In this Scheme the following expressions shall have the following meanings, that is to say :-

<u>Expression</u>	<u>Meaning</u>
The Society	Jordans Village Limited or any local authority or other body to whom Jordans Village Limited shall have transferred its powers under this Scheme with the approval of the High Court
The Estate	The land known as Jordans in the County of Buckingham shown edged red on the plan annexed hereto
Enfranchised Property	Any property on the Estate in which the freehold interest of the Society has been acquired by any person under Part I of the Leasehold Reform Act 1967 or any statutory modification or re-enactment thereof or pursuant to an application to do so in accordance with the terms of any lease or tenancy agreement at any time entered into by the Society
The Owner	The following persons, that is to say:- (a) Any person in whom the freehold estate in any Enfranchised Property is for the time being vested (b) Any person who is for the time being in occupation of any Enfranchised Property as tenant and has been in occupation thereof for a period of not less than one year (c) For the purposes of Clauses 13 and 14 of this Scheme, any person in whom the freehold estate in any Enfranchised Property was vested at any time during the year in which the expenses referred to in such Clauses were incurred PROVIDED ALWAYS that the expression "Owner" shall not include any person who has applied for and been refused membership of the Society
1.	No building advertisement board or hoarding garage stabling or summer house or other erection whatsoever shall be erected or built on any Enfranchised Property except in a position and in accordance with plans elevations sections and specifications which have been submitted to and approved in writing by the Society
2.	No addition or alteration shall be made to the exterior of any building at any time existing on any Enfranchised Property except in a position and

in accordance with plans elevations sections and specifications which have been submitted to and approved in writing by the Society

3. No earth clay gravel or sand shall be disposed of from any Enfranchised Property nor shall any Enfranchised Property be excavated except so far as may be necessary for the execution of any works approved by the Society
4. No trees exceeding 24 inches girth measured 4 feet from the ground on any Enfranchised Property shall be felled, except with the prior consent in writing of the Society.
5. A good and sufficient boundary division to the satisfaction of the Society shall be maintained to all Enfranchised Property. . No boundary division of any Enfranchised Property shall be altered in nature without the prior consent in writing of the Society
6. The exterior of any building erected on any Enfranchised Property and the walls fences and gates thereto belonging shall be well and substantially repaired upheld cleansed and kept in good repair and the exterior parts of any such building shall be painted varnished distempered grained or otherwise decorated as shall have been usually so dealt with once in every 7 years
7. Except with the previous consent in writing of the Society no part of any Enfranchised Property shall be used for any other purpose than that of a private dwellinghouse but this shall not preclude any property from being used as a residence by a physician medical practitioner dentist or other person carrying on a profession or calling not usually deemed to be a trade.
8. No part of any Enfranchised Property shall be used for any illegal or immoral purpose and nothing shall be done on any Enfranchised Property or any part thereof which may be or become a nuisance or annoyance to the occupier of any adjoining or neighbouring premises
9. So much of any Enfranchised Property as shall not be built upon shall be kept tidy and litter-free.
10. The Society or its agent or other person authorised by it with or without workmen or others shall be permitted upon seven days notice in writing at all reasonable hours during the daytime to enter upon any Enfranchised Property to examine the state and condition of the exterior of any buildings erected thereon or of any walls hedges fences or gates thereto belonging and if

any want of repair upholding cleansing painting or decoration of any Enfranchised Property is found which constitutes a breach of Clause 6 hereof the Owner shall upon notice thereof in writing given to him or left upon the property repair uphold cleanse or decorate the same accordingly and in accordance with the provisions hereinbefore provided within three calendar months next after any such notice shall have been left or given as aforesaid

11. The Society or its agent or other person authorised by it with or without workmen or others shall be permitted upon seven days notice in writing at all reasonable hours during the daytime to enter upon any Enfranchised Property to carry out such work for the repair upholding cleansing painting or decorating thereof as the Society shall have specified in a notice in writing served in pursuance of Clause 10 hereof and which has not been carried out in accordance with such notice within three calendar months next after any such notice has been left or given as aforesaid

12. If the Society shall properly carry out any work for the maintenance or repair of any Enfranchised Property in accordance with Clause 11 hereof the Owner of such property shall be liable to pay to the Society upon demand the cost of any such work and so that if more than one person shall be the owner of such Enfranchised Property such liability shall be joint and several

13.(1) The Owner of any Enfranchised Property shall pay on demand to the Society a due proportion of expenses reasonably incurred by the Society in any year from 1st January to 31st December in respect of the constructing repairing re-building maintaining and cleansing of all walls fences sewers drains roads pavements and other things the right to use which is common to all Enfranchised Property and to other houses or premises on the Estate and in respect of the upkeep and maintenance of Crutches Wood and the Village Green as defined for the time being by the Management Committee of the Society and any recreation grounds woods and similar open spaces for the time being belonging to the Society the right to use which is common to all Enfranchised Property and to other houses or premises on the Estate whether or not the Owner so liable to pay shall avail himself of such rights

(2) The amount to be paid in respect of each property shall be the same proportion of the total of such expenses as one unit bears to the total number of units of all properties on the Estate on 31st December in the year in which the

expenses are incurred

(3) No new work of construction for which contribution is payable under this Clause will be undertaken by the Society without prior approval having been given at a General Meeting held in accordance with the Society's Rules

(4) If more than one person shall be liable under this Clause in respect of one Enfranchised Property such liability shall be a joint and several.

(5) Any dispute under this Clause shall be determined by an arbitrator agreed or appointed by the President of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1950 or any statutory modification thereof for the time being in force.

14. If any sum is due to the Society under the provisions of this Scheme from the Owner of any Enfranchised Property but is not paid on demand the Society shall be entitled to charge such property with the payment to the Society of such sum due as aforesaid Provided Always that any charge arising under this Scheme shall be postponed to any legal charge or mortgage whether effected before or after the date of this Scheme coming into force and being a first charge upon the tenant's house or flat or maisonette either registered at H.M. Land Registry or under which the chargee or mortgagee is entitled to possession of the title deeds and the owner of any such charge or mortgage shall have the right to make further advances to rank in priority to any charge arising under this Scheme

15. All or any of the provisions of this Scheme may be terminated or varied or part of the area may be excluded from the Scheme by the High Court