Ormsby (Freehold) Ltd

LIVING IN ORMSBY

(TWENTY-SECOND ISSUE – 2 OCTOBER 2026)

IMPORTANT: THIS DOCUMENT CONTAINS ENFORCEABLE REGULATIONS MADE BY THE LESSOR AS REQUIRED UNDER VARIOUS COVENANTS OF THE LEASE.

1 GARAGES & PARKING

The lease permits the storage of household effects in the garage but where such storage prevents the garaging of a car, any car owned or used by the resident must not be parked anywhere else on the estate as an alternative. In order to prevent wind damage to the roofs of the garages and fox and rodent damage more generally, garage doors should be kept securely closed at all times. Where a resident is working in or about their garage they must not cause any obstruction to the access or exit path of any other garage. No unattended parking is permitted in the garage forecourt area at any time.

There are five marked parking spaces within the amenity areas. These are intended solely for bona fide visitors and tradesmen and must not be used by residents at any time with the exception of the circumstances described in the next paragraph. For the purpose of this regulation, a bona fide visitor is someone invited to the home of a resident of Ormsby on an infrequent or short term basis. In the event of a dispute over entitlement to the use of the visitors' spaces the matter will be determined by the directors of the company and their decision will be absolutely final.

Single yellow line parking enforcement on the public roads around Ormsby is generally in place on weekdays between 09.00 and 10.00. This can cause particularly difficulties for residents who need to move their vehicles during this short enforcement period. If any of the internal five designated spaces is free it may be used by a resident in order to avoid the enforcement period outside. Residents' vehicles must not be parked in a space before 08.30 and must be removed no later than 10.30. This arrangement applies to weekdays only.

The service road that links the four rear entrances may be used for very short term loading and unloading. In compliance with Ormsby's fire evacuation policy, this service road must not be accessed by vehicles, except for emergency service vehicles, for any other purpose.

Any breach of these vehicle regulations is liable without further warning to the issue of an enforcement notice for which an administrative charge of £60 will be levied. Persistent misuse will result in more formal lease enforcement action and/or suspension of entitlement to the use of on-site visitors parking (see Section 11).

2 COMMUNAL GARDENS

The gardens represent a substantial ongoing investment by lessees in order to provide a fitting setting for Ormsby and an attractive outlook from virtually every window of every flat and that is their primary function. Clause 3(iv) of the fourth schedule of the lease provides for the directors to make and enforce regulations for any recreational use of the gardens that they deem from time to time to be desirable.

It has been determined that the gardens at the front of the property will be provided only for ornamental purposes and they should not be used for any other reason at any time. The back gardens, however, provide a peaceful and relaxing haven which residents are invited to enjoy subject to provisions intended to keep the gardens and their users safe, to avoid damage not least to the fragile lawns and planted areas, and to maintain the tranquility of the setting.

Residents are free to invite guests to join them in the gardens but they are not a suitable venue for large gatherings and groups must not include more than six non-residents including any children.

Individual lessees and tenants are responsible for the behaviour of any children to whom they give access to the gardens. Rowdy behaviour is inappropriate and in particular care must be taken to avoid trampling over the planted beds and borders and climbing on or otherwise misusing the garden furniture, all of which has been gifted in memorium. Soft handballs, shuttlecocks etc may be used but footballs are not permitted anywhere in the grounds. Cycles, scooters, skates and similar equipment must not be ridden over the lawns and should be confined to the hard surfaces of the estate.

The playing of radios or other recorded or live music is not permitted in the gardens.

Tents, gazebos and inflatable structures including paddling pools must not be erected.

Picnicking is permitted provided the gardens are left tidy and cleared of all debris immediately after use. Barbecues and other cooking devices are not allowed anywhere in the grounds.

3 REFUSE

Normal household refuse may be placed in the bins in the refuse cupboard (next door to garage No 24). Refuse should not be left on the floor of the refuse cupboard. Please ensure that the doors of the refuse cupboard are always bolted after use. Items for recycling (in accordance with the requirements of the local authority) may be placed in the recycling bins positioned opposite the refuse cupboard.

Larger items for disposal must either be taken to the local Neighbourhood Recycling Centre in Kimpton Park Way (near Tesco off the A217) or arrangements made for collection (together with any necessary payment) direct with London Borough of Sutton Environmental Services.

4 COMMUNAL HALLWAYS, STAIRS & LANDINGS

Access to the main parts of the property is via an entry phone system. Please do not admit anyone to the building without being sure of their identity and closely protect the security code used for gaining access. As a general rule visitors should use the entry phone to gain access. Always check that the doors are properly locked behind you and ensure that your visitors co-operate similarly.

Regular tradesmen will be able to gain access without calling any specific resident generally during “office” hours.

The internal communal areas should be used peacefully with consideration for neighbours. In particular, care should be taken when closing the main back and front doors and the front door to your flat.

For safety reasons, unauthorised access to the under-stairs cupboards is not permitted. The exception to this is for emergency access to water mains stopcocks. Children must not be permitted to enter these

cupboards at any time and under no circumstances must there be any interference with the electrical apparatus located in the cupboards.

The landing windows are fitted with restraint mechanisms that limit the extent of opening for the protection of children. The restraints must be left in position at all times.

The entrance doors to individual flats are categorised as fire doors and are intrinsic to Ormsby's fire safety policy. All lessees are strongly encouraged to fit, maintain and use automatic door closures to their front door. Where no door closure is fitted, the door must be kept closed when not in immediate use. Failure to do so will be regarded as a serious breach resulting in the issue of an enforcement notice for which an administrative charge of £60 will be levied.

Pot plants are permitted in the internal communal areas provided they are properly cared for and do not cause an obstruction but must not be placed on the landing window ledges.

No other items may be placed – even temporarily – in the internal communal areas. This includes – but is not limited to – refuse, cycles, prams, buggies, children's toys, brollies, shoes etc. Whenever this happens the Company will issue an administrative notice to the resident concerned for which a £60 charge will be levied.

Doormats must not be placed outside the front door of individual flats for safety reasons. Whenever a doormat is identified, the resident concerned will be given 24 hours to have it removed failing which it will be removed by the Company.

5 NUISANCE & DISTURBANCE

No noise whatsoever which can be heard in the communal areas or in an adjacent flat is permitted between 11pm and 9am.

At all other times no excessive noise is permitted which causes an annoyance to neighbours.

Specific restrictions apply to building and/or DIY work on flats involving the use of drills, hammers and similar tools the noise from which is likely to travel beyond the flat where the work is being undertaken. In these situations the work must be confined to normal weekdays between 9am and 5.30pm and Saturdays from 9am to 1pm. At all other times, including at any time on Sundays or designated public holidays no such works are permitted.

All residents are encouraged to keep floors carpeted including with good quality underlay. Where they are not, extra care and attention is required to prevent noise nuisance afflicting neighbouring flats.

Smoking in the internal communal parts of the building is prohibited by statutory regulations issued under the Health Act 2006. In order to balance the requirements of smokers and non-smokers additional regulations have been made by the lessor in respect of the external communal parts of Ormsby. No smoking is permitted at any time in the communal parts at the front of the building. Smoking is permitted in the communal parts at the rear of Ormsby but, to restrict cigarette smoke entering through rear windows of flats, only in areas beyond the inner service road. Smoking debris should be removed immediately - there is a smokers' waste receptacle adjacent to each main entrance. Residents are liable for ensuring compliance with these restrictions by anyone they invite onto the estate.

6 GOOD ORDER

Television aerials and satellite dishes are not permitted anywhere visible from the exterior of the property. Cable television services provided by Virgin Media are accessible to all flats subject to usual connection and rental charges payable to the supplier.

No placard or notice of any kind may be placed in any window of the property.

Washing must not be hung outside the flat or directly in the windows.

A Company contractor will clean the exterior of all windows every 8 weeks. Residents are responsible for keeping the internal surfaces of windows cleaned on a regular basis.

The windows and front door of the flat and the door to the garage must be kept in substantial repair and good order.

7 PETS

Pets are permitted subject to obtaining a licence in accordance with Clause 2(i) of the First Schedule of the lease. Licenses will be limited to tropical fish, caged birds, small caged domesticated mammals, domesticated cats and domesticated dogs. The licence fee will be £25.

The communal gardens, paths and roads of the estate must not be intentionally used as a pet toilet - any accidental mess must be cleaned up immediately; failure to do so will result in the issue of an enforcement notice for which an administrative charge of £60 will be levied.

The covenants in the First Schedule of the lease relating to noise, disturbance and damage will apply equally to the keeping of pets. Persistent and irreconcilable breach of these covenants will result in termination of the licence and the pet must then be removed permanently from the estate within 4 weeks.

Residents who plan to have visitors with an accompanying pet should seek a temporary licence in advance of the visit.

8 SUB-LETTING

Clause 5(xiii) of Ormsby's lease requires sub-tenants to enter into a deed of covenant prior to a tenancy being granted. The intention is to ensure that sub-tenants understand and accept the restrictive covenants contained in Ormsby's lease and the regulations made under them before they legally commit themselves to a tenancy agreement. It is essential therefore that the deed of covenant is made available to the prospective tenant for signature before they sign a tenancy agreement. Sub-letting lessees, their agents or solicitors may obtain a deed of covenant for which a fee of £120 is payable.

Where a tenancy commences without a valid deed of covenant having been fully executed a lease enforcement notice will be issued for which an additional administrative charge of £100 will also be made.

The flat must not be sub-let without also sub-letting the garage. The lease also places restrictions on the separate sub-letting of garages and advice should be sought from the Company before any rental agreement is entered into.

9 ALTERATIONS TO FLATS

Generally, the modernisation of individual flats is welcomed and will be inevitable over the 999-year period of the lease. However, all alterations within the flat including kitchens, bathrooms, central heating and hot water systems, internal doors and doorframes, and the size and shape of individual rooms within the property are subject

to consent by the lessor. Approved standard specifications apply to the replacement of windows, front doors and garage doors and to the security features affixed to garage doors.

Written consent should be obtained from the Company before work commences. A fee of £25 will apply plus surveyor costs where necessary. Where consent is not obtained before work commences, consideration will be given to an application for consent retrospectively in which case a fee of £60 will apply.

10 SERVICE CHARGE PAYMENT & ARREARS

Service charges and any supplementary administrative charges are payable on 1 April and 1 October each year; 50% of the annual service charge is due on each date.

Invoices are sent by email two weeks ahead of each due date. Where arrangements are made to pay the charges in full no later than the due date, the lessee may deduct £10 from the amount due. Where payment is received later than the due date (or the amount not paid in full) this concession is forfeit.

Payment must be made directly into Ormsby (Freehold) Ltd's bank account as notified on the payment demand. Payment by cheque or cash are not accepted.

If full payment has not been received by 21 days following the due date, interest will be applied to the outstanding sum calculated from the original due date for payment. Additionally, voting rights in Ormsby (Freehold) Ltd business will be forfeit until the outstanding debt is settled in full.If the account remains outstanding one month after the due date formal lease enforcement proceedings will commence in line with Section 11.

11 ENFORCEMENT

Now and again difficulties arise over observance of the covenants and the regulations. The Company will always aim to resolve such situations informally. Where the difficulties relate to a sub-tenant,

and fail to be resolved on an informal basis, the Company will additionally make an informal approach to the lessee of the flat.

Should it become necessary to pursue the matter formally, the Company will make an administrative charge of no less than £100 for the issue of the initial enforcement notice and no less than £60 for each and any subsequent communication that it is necessary to send to the lessee as provided by Clause 5(xv) of the lease.

The exception to this relates to vehicle restrictions (Section 1), inappropriate placing of items within the communal areas (Section 4), smoking restrictions in the external communal areas (Section 5), unattended fouling of the communal parts by pets (Section 7) and sub-letting a flat without having a valid deed of covenant in place (Section 8). Any breach of these regulations will result in the automatic issue of an enforcement notice without further warning for which an administrative charge of £60 will be made in respect of Sections 1, 4, 5 and 7 and £100 in respect of Section 8.

If these administrative measures fail to resolve the situation (or if misuse persistently occurs) the Company reserves the right to refer the matter to solicitors for which the Company will make a further administrative charge of £100. All necessary steps will then be pursue to resolve the matter by legal means including litigation where appropriate. In respect of persistent misuse of parking facilities Directors reserve the right to suspend entitlement to use of on-site visitors parking facilities.

These procedures will be invoked at the absolute discretion of Directors. Where Directors do not consider them to be appropriate, any aggrieved lessee may nevertheless request the Company to take action against another lessee under the Lease but in such cases Clause 7.3(b) of the Lease will apply and the lessee requesting action will be required to indemnify the Company against any and all costs arising from taking action.