

Eighth Schedule. Part 1

The Eighth Schedule, Part 1, Paragraph 18 of the Lease, states that *“all leaseholders must comply with and make every endeavour to ensure that all persons living in or visiting the Demised Premises or any part of the Maintained Property shall comply with the Estate Regulations”*.

The Estate Regulations are written to supplement and provide further clarification of the Covenants set out in The Eighth Schedule, Part 2 of the Lease. These covenants apply to all Kew Riverside Park leases, including those with Thames Valley Housing Association Ltd.

The Eighth Schedule, Part 2 is reproduced below. The Estate Regulations are added in red.

Eighth Schedule. Part 2

Covenants enforceable by the Lessor and the Manager and Lessees of the Properties

1. Not to use or suffer to be used the Demised Premises for any purpose whatsoever other than as a private residence and in particular not to carry on or permit or suffer to be carried on in or from the Demised Premises any trade business or profession.
2. Not to use the Parking Space for storage or any purpose other than for the purpose of parking thereon a private motor vehicle not exceeding three tonnes in gross laden weight or a motorcycle (in each case being in a roadworthy condition) and not to park or allow to be parked any motor vehicle wheeled vehicle or other form of transport on any other part of the Development or in any other parking space (except if and insofar as the Parking Space also contains a cycle parking place in which case it may also be used for the storing of a bicycle).

A parking permit scheme has been established to facilitate visitor parking, while minimising the number of cars parked on Strand Drive. The rules of this scheme are available on the FAQ page of the website www.krp.life.com and from the concierge.

3. Not to allow any trailer caravan or boat or similar chattel to be brought on to any part of the Development.
4. Not to carry out nor allow to be carried out any vehicle maintenance on any part of the Development.
5. Not to abandon any vehicle whatsoever on any part of the Development and in the event of any breach of this covenant it shall be lawful for the Lessor and the Manager without prejudice to their rights hereunder to arrange for the removal of such abandoned vehicle and to recover from the Lessee any costs incurred.
6. Not to obstruct at any time the Accessways the Common Parts or the Communal Areas and Facilities.

Doormats are considered an obstruction.

7. Not to use permit or suffer the Demised Premises to be used for any illegal immoral or improper purpose and not to do or permit or suffer on the Demised Premises **any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience** to the Lessor or the Manager or to the lessees or occupiers of the Properties or any of them or to any owners or occupiers of any neighbouring property and to pay all costs charges and expenses of abating a nuisance and executing all such work as may be necessary for abating a nuisance or for carrying out works in obedience to a notice served by a local authority insofar as the same is the liability of or wholly or partially attributable to the default of the Lessee and also not to exhibit any notice advertisement board sign name plate or placard of any kind upon or visible from the exterior of the Demised Premises or the Development and if the Lessee is in breach of this covenant then the Lessor or the Manager or their agents shall be entitled to remove any such notice advertisement board sign name plate or placard and any costs incurred will be payable by the Lessee

The very few nuisance complaints we have are normally resolved in a good-natured way between residents. However, all leaseholders must be aware that serious or repeated examples will be treated by the Board as a breach of lease. The most common issues are inconsiderate parking, excessive noise, misuse of the bin-rooms and causing damage to the development or gardens.

Families are welcome in the gardens, but some areas may be hazardous for young children therefore responsible adult supervision is required. Small groups and family games are permitted on the basis that they do not infringe the enjoyment of other residents or cause damage. Ball games should be restricted to the lawn area between Dorchester House and Earls House.

Portable barbeques in conjunction with a fireproof mat, are permitted within the gardens, subject to prior approval from the concierge. Approval will be withheld on future occasions if the behaviour of those who are barbequing gives rise to reasonable complaint from other residents. Parties must not take place during the hours of darkness: cause excessive noise or leave litter. Fireworks are not permitted in the gardens or balconies at any time for safety reasons.

Apartment refurbishment works should be notified 5 days in advance to neighbours and every attempt made to keep noise to a minimum. Refurbishment works and flat moves are not permitted during weekends or outside the hours of 09:00 to 17:00.

8. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into sinks basins lavatories cisterns or waste or soil pipes in the Development but to place refuse in the appropriate receptacles in the area (if any) provided for that purpose for the use of the Demised Premises
9. No piano record player radio loud speaker computer or other electric electronic mechanical musical or other instrument of any kind shall be played or used nor shall any singing be practised in the Demised Premises so as to cause annoyance to the occupiers of the Properties or so as to be audible outside the Demised Premises between the hours of 11.00pm and 9.00am.

10. Not to keep any dog bird or other animal or reptile in the Demised Premises without the prior written consent of the Manager which consent may be revoked at the reasonable discretion of the Manager.

Dogs are not allowed into the gardens at any time.

11. Not to hang from any window in the Demised Premises anything other than curtains or blinds of a type suitable to a private residence

12. Not to allow any petrol or oil to escape or drain into any of the pipesewers or drains laid in on over or under the Development or any part thereof nor to keep or allow to be kept on the Demised Premises any flammable explosive noxious or dangerous substances of any kind

13. No person may reside in the Demised Premises unless the floor is covered with carpets rugs or other suitable materials with sound dampening qualities (including wood flooring properly laid with sound dampening qualities) except that they may be removed for cleaning, repairing or decorating or for some similar temporary purpose

Residents must endeavour to minimise the sound caused by heavy foot traffic. Parents with young children should endeavour to minimise the sound caused by running on the wooden floors as this is the most common source of complaint.

14. Not at any time in relation to any terrace or balcony within the Demised Premises to allow the balcony or terrace to become unkempt but to maintain the same in a good and neat order.

For avoidance of doubt the only items which can be stored on the balcony or terrace are:

- Appropriate outdoor table and chairs.
- Discrete potted plants, which are not hanging from or mounted on the railings.

Absolutely no washing of any kind should be left out to dry on the balconies and terraces at any time. No bikes or exercise equipment, BBQs of any type, gas cannisters or other inflammable liquids to be stored at any time. Under no circumstances should BBQs be used on the balconies and terraces.

Note: There are additional covenants in the Thames Valley Housing Association Lease which Amelia House residents are advised to familiarise themselves with.