

Bye-Laws of the Birds Hill Oxshott Estate Company Limited (“the Company”)

1. Qualifying unit of property

- a) For the purpose of these Bye-laws, each residence which is for the time being separately assessed for Council tax purposes shall be a separate unit.
- b) Each separate unit which:-
 - i) has a frontage to the roads transferred to the Company by the Crown Estate Commissioners and/ or
 - ii) is connected privately to the service media situated in on over or under the said roads and/or-
 - iii) has a right of way over the said roads (whether or not the same has a frontage thereto)
 shall automatically be a qualifying unit.

2. Eligible Member

- a) There may be one member only in respect of each qualifying unit (“the member”).
- b) The person eligible for membership in respect of each qualifying unit when the freehold is not owned by The Queen’s Most Excellent Majesty shall be the Freeholder.
- c) The person eligible for membership in respect of each qualifying unit when the freehold is owned by the Queen’s Most Excellent Majesty shall be the person holding a lease of the Queen’s Most Excellent Majesty (hereinafter called ‘the Leaseholder’).
- d) Reference in these Bye-laws to the Owner shall apply to the Freeholder or Leaseholder as herein defined.
- e) Where the Owner is not resident on the property and does not wish to be the member, and there is no one who can be nominated under the above conditions, then a suitable nominee (preferably resident on the property) proposed by the Owner, may be considered the eligible member for such period and on such terms and conditions as the Board may at their absolute discretion think fit.

3. Membership

- a) A person who is nominated as eligible for membership in respect of a qualifying unit. and is accepted by the Board as such shall on completion and signing the application form as set out in the Appendix be admitted to membership and registered in respect of that unit.
- b) Membership of the Company shall terminate on the death of a member or when a member ceases to be an eligible member either following the transfer of title to his property or for any other reason.
- c) On the death of a member, the surviving joint owner with such member or the personal representative of such member will apply forthwith on duly completing and signing the application form to be registered as the member in place of the deceased member.
- d) When an Owner or his personal representative transfers title to a qualifying unit he or his personal representatives as the case may be will procure that the purchaser or transferee becomes a member himself in respect of that qualifying unit.

- e) Where the decision as to whether a person is eligible for membership under Regulation 2 of these Bye-laws depends on the exercise of the discretion of the Board, such decision shall not be irrevocable and the Board may vary this decision on such terms and conditions as they think fit, even should this mean that the member is no longer an eligible member and thus ceases to be a member.

4. Subscriptions , Contributions and Charges

- a) Each member registered in respect of a qualifying unit shall undertake to pay an annual subscription in respect of that property for the purpose of carrying out the objects of the Company.
- b) The subscription shall be £300 per member per annum (with effect from 12.01.09) or such sum as the Company in general meeting shall approve by Ordinary Resolution. The subscription shall remain the same each year unless with the notice convening the Annual General Meeting notice is given by the Board of a proposal to alter the rate of subscription.
- c) i) Each member registered in respect of a qualifying unit shall undertake to pay in respect of that property upon becoming a member an advanced contribution. The advanced contribution is supplemental to the subscription.
- ii) The advanced contribution shall be nil or such sum as the Company in General Meeting shall approve by Ordinary Resolution. In the event that the amount of the advanced contribution is changed then all members shall be required to contribute such further sums as may be necessary to ensure that the amount of their advanced contribution is equal to the current amount contributed, conversely should the advanced contribution be reduced then the Company will be required to repay any excess amount of such contribution to the member registered for the time being in respect of the relevant property.
- d) Subject to the restrictions imposed by the Bye-laws the Board may take such action as they think fit and may lawfully do to enforce the payment by a member of any annual subscription or advanced contribution duly authorised in accordance with the Memorandum, Articles and Bye-laws.
- e) The date on which the annual subscription shall be due is the first day of the financial year of the Company or the date on which demand for payment is received, if later. The date on which an advanced contribution or other payment is due is that stated in the resolution authorising payment.
- f) Until the first annual subscription after incorporation shall fall due (and subject to (g) below) a member shall be entitled to attend and vote at meetings.
- g) The condition under Article 21 by which a member shall be entitled to attend and vote at any general meeting or any other event or procedure depending on such condition shall be satisfied if all annual subscriptions and advanced contributions due 28 days prior to such meeting event or procedure shall have been paid and shall not be invalidated by the annual subscription or any advanced contribution becoming due during such 28 day period.
- h) The Board may at their discretion waive or reduce any subscription or advanced contribution if they consider there are special circumstances that would warrant such a decision. The Board may also negotiate with a member or members a higher rate of advanced contribution on such terms and conditions as they think fit where such members is or are likely to involve the Company in additional outlay over and above its normal expenditure.
- i) All members are required to maintain the verges, drainage ditches and culverts fronting their respective properties. Should the member fail to carry out such work within a reasonable time and

to an adequate standard and upon giving written notice to the member, the Company may, at the discretion of the Board, engage contractors to clear and/or repair damage to verges/drainage ditches and culverts fronting a resident's property which have not been appropriately maintained, and shall charge such costs incurred to the relevant resident accordingly.

5. Special Powers and Limitations of the Board and the Company

- a) The Company shall be entitled to the benefit of the covenants contained in or assigned by the Conveyance or Transfer of The Estate if acquired by the Company and in any subsequent Conveyance or Transfer of the Estate or any part thereof to which the Company may be a party and the Board shall use their best endeavours and make such representations as they think fit to ensure that such covenants are duly observed.
- b) The Board may take such legal action as it thinks fit and is lawfully entitled to do to promote the objects of the Company.

6. Exceptional Maintenance Charges, Deposits, Contractors' and Developers' conduct

- a) Owners of Estate properties who undertake the redevelopment of their site shall be liable to pay a charge as a general contribution to offset repair, maintenance and other costs and expenses caused by the exceptional traffic of construction vehicles. As from 18 July 2009 this charge will be £30 for each square metre of development (measured as the gross external area of development) and will be payable before the work starts. For the avoidance of doubt the charge applicable is the charge in force at the time the work commences. The Directors are authorised to increase the charge in subsequent years up to an amount of £60 for each square metre after having given members 30 days notice of the forthcoming change.

In addition Owners (and their developers) will also be responsible for cleaning, repairing and restoring any damage to the roads, verges and hedges adjacent to their properties caused by their development work and related operations. Any damage to the roads requires restoration of the road to the existing standard and to the Managing Agents satisfaction. Should the Owner fail to carry out such work within a reasonable time and to an adequate standard and upon giving written notice to the Owner, the Company may, at the discretion of the Board, engage contractors to clean, repair and restore any such damage and shall charge such costs to the Owner.

- b) Owners of Estate properties who carry out extensions or major alterations to their properties in excess of 16 square metres and which shall include swimming pools, tennis courts, loft and basement extensions, additions or major alterations shall be liable to pay a charge as a general contribution to offset repair, maintenance and other costs and expenses caused by the exceptional traffic of construction vehicles. As from 18 July 2009 this charge will be £30 for each square metre of development/major alteration (measured as the gross external area of development) subject to a minimum charge of £500 (for the avoidance of doubt the charge applicable is the charge in force at the time the work commences) save for tennis courts where the charge will be 15% of the per square metre rate prevailing at the time work commences and for basements and swimming pools where the charge will be £60 for each square metre of development subject to a minimum charge of £1,000. The Directors are authorised to increase the charge in subsequent years up to an amount of £60 for each square metre after having given members 30 days notice of the forthcoming change.

In addition Owners (and their developers) will also be responsible for cleaning, repairing and restoring any damage to the roads, verges and hedges adjacent to their properties caused by their development work and related operations. Should the Owner fail to carry out such work within a reasonable time and to an adequate standard and upon giving written notice to the Owner, the Company may, at the discretion of the Board, engage contractors to clean, repair and restore any such damage and shall charge such costs to the Owner. Owners who carry out landscaping projects with a duration of more than ten working days are required to notify the Managing Agents in advance and provide a bond/deposit of £3,000.

- c) Owners of Estate properties who demolish the buildings situated on their property shall be liable to a demolition charge as a general contribution to offset repair and maintenance and other costs and expenses caused by the exceptional traffic of vehicles involved in the demolition process. As from 18 July 2009 this charge will be £30 for each square metre of the building being demolished (measured as the gross external area of development). For the avoidance of doubt the charge applicable is the charge in force at the time the work commences. The Directors are authorised to increase the charge in subsequent years up to an amount of £60 for each square metre after having given members 30 days notice of the forthcoming change.

In addition Owners (and their developers) will also be responsible for cleaning, repairing and restoring any damage to the roads, verges and hedges adjacent to their properties caused by their demolition work and related operations. . Should the Owner fail to carry out such work within a reasonable time and to an adequate standard and upon giving written notice to the Owner, the Company may, at the discretion of the Board, engage contractors to clean, repair and restore any such damage and shall charge such costs to the Owner.

- 6 d) Owners of Estate properties who undertake the demolition/redevelopment of their site and Owners of Estate properties who carry out extensions or major alterations to their properties shall be liable to pay a deposit amount. The amount payable shall be £30,000 in the case of a demolition/redevelopment, or in the case of an extension an amount similar to the amount payable under paragraph 6 b), up to a maximum of £30,000. The amount shall be refundable in full (subject to a deduction for all charges and fines levied under 6(e)(viii) below) upon the completion of the project if, in the opinion of the Company, proper restoration and repair work has been satisfactorily completed. However, the Company reserves the right to retain the deposit for a period of up to 6 months after the completion of the works at its absolute discretion to ensure proper restoration and repair work has been carried out. If an owner or developer does not carry out repair work as requested, within a reasonable time and to an adequate standard, the Company will appoint its own contractors to carry out the work and utilise part or all of the deposit to recover all costs so incurred. . Should the Owner incur charges and fines for non compliance (see 6(e)(viii) below) during the course of the works and those fines deplete the deposit to less than 50% of the monies paid then the Owner will immediately replenish the depleted deposit amount to the sum initially paid. Interest is not payable on these deposits
- e) Owners of Estate Properties who carry out building operations on the Estate including extensions, additions, major alterations, redevelopment and demolition of their properties shall undertake to comply with the following conditions relating to such work.

- i) Exceptional Maintenance Charge and Deposit

The Exceptional Maintenance Charge for extensions, re-developments, new developments and demolition pursuant to clauses 6 (a) - (c) above and the deposit amount pursuant to clauses (d) above must be paid before the site work commences. Owners are required to give 14 days notice of the commencement of work on site including demolition.

- ii) Hours of Work, Plant and Deliveries

Work shall only be carried out between the hours of 7:30am and 6.00pm on Mondays to Fridays and no work shall take place on Saturdays, Sundays and Public Holidays without the prior written permission of the Company's Managing Agent. Contractors and their vehicles shall only be allowed in the Estate and deliveries shall only take place during the times work is allowed.

The quietest available items of plant and machinery shall be used on site. Where permanently sited equipment such as generators is necessary, they should be enclosed to reduce noise levels.

iii) Verges

Subject to the prior approval of the Company's Managing Agent, or if requested by the Company's Managing Agent, verges pertaining to the property being developed may be temporarily converted to hard standing for parking of vehicles during the works. The verges must be restored promptly at the completion of the works at the Owner's cost. Otherwise, verges shall not be used for the storage of materials, plant or waste or the parking or driving of vehicles.

Owners are required to protect the verges in the immediate vicinity of the site and such protection shall be installed prior to the works being carried out and maintained for the duration of the building work e.g. posts must be driven into the front of the verges at regular intervals in order to protect them. Such protection must be to the satisfaction of the Company's Managing Agent.

Should the Owner fail to carry out such work within a reasonable time and to an adequate standard and upon giving written notice to the Owner, the Company may, at the discretion of the Board, engage contractors to protect, clean, repair and restore any damage to the verges and shall charge such costs to the Owner. Where the Company installs fences to protect verges these must not be removed and must be replaced or reinstated if they are damaged.

iv) Contractors', Developers' and delivery vehicles

The Estate roads must not be obstructed at any time.

Vehicles must not be parked in such a way that other residents have difficulty in entering their drives, or within 5 metres of a road junction or so as to create a hazard for other drivers. Any areas designated 'no parking' by the Company must be strictly observed. Before work starts hard standing should be laid down on site to reduce parking of contractors vehicles and to facilitate the on site storage of building materials and plant.

v) Maintenance of Residential Amenity

No rubbish or waste shall be burned on site and any litter, mud etc. from the site which gets on to the ditches, verges and roads shall be cleaned away daily to the satisfaction of the Company's Managing Agent.

Should the Owner fail to carry out such work within a reasonable time and to an adequate standard and upon giving written notice to the Owner, the Company may, at the discretion of the Board, engage contractors to clean any such litter, mud etc and shall charge such costs to the Owner.

Noise on the site should be kept to a minimum. If radios etc are used on site these should not be audible beyond the site boundaries.

vi) Service Water Drainage Ditches and Driveways

The surface water drainage ditches and culverts in the verges should be kept clear at all times and under no circumstances shall these be filled in. In making any approved alterations to driveways or creation of new driveways existing culverts shall be maintained or replaced to the satisfaction of the Company.

Should the Owner fail to carry out such work within a reasonable time and to an adequate standard and upon giving written notice to the Owner, the Company may, at the discretion of the Board, engage contractors to clean, repair and restore any such damage and shall charge such costs to the Owner.

vii) Hoarding, Signs and Notice boards

The Developer may erect one company advertising sign of no more than 2 metres square within the curtilage of the site and subject to the satisfaction of the Company's Managing Agent. Hoarding, signs and notice boards must not be erected on the verge outside the site being developed without the prior written permission of the Company's Managing Agent.

Upon giving written notice to the Developer, the Company reserves the right to remove, and dispose of, any hoarding, notices boards etc not erected in accordance with the paragraph above and shall charge such removal and disposal costs to the Owner.

viii) Good conduct and non-compliance

Developers and Contractors are expected to carry out works in a responsible manner. Any unacceptable or unreasonable conduct by such developers and contractors may result in a fine on the Owner, at the Managing Agents discretion, of up to £1,000 per incident, and will be deducted from the deposit referred to in 6(d) above. The Company reserves the right to close down the site should there be a flagrant or persistent breach of this obligation.

In addition, in the Schedule attached is a non exhaustive list of matters that are not permissible in regard to any work as defined above. A fine or fines will be levied on the Owner should any such breaches occur. The fines are set out in the Schedule and will be deducted from the deposit in referred to in 6(d) above. The level of fines may be altered by the Company by ordinary resolution.

ix) Time for redevelopment, extensions and major alterations

Redevelopment, extensions or major alterations of Owners' properties shall be completed within twenty four months of the start of the work (to include the start date for demolition, if appropriate). Failure to complete the work on time will incur an additional charge of £2,000 for each month (complete or part) the work overruns the twenty four month period.

7. Ditches, verges, trees etc

Members/Owners are responsible for maintaining and keeping in a proper, safe and tidy manner the ditches and verges abutting their property and trees and other plants on their property overhanging those verges. Should Members not maintain the ditches, verges, trees etc in such manner upon giving written notice to the Member/Owner, the Company may, at the discretion of the Board, engage contractors to clean, repair, restore and make safe any such failure to maintain etc and shall charge such costs to the Member/Owner. The placing of rocks, stones, posts or any other form of barrier on Estate verges is prohibited. The burning of rubbish, garden waste or any other material is prohibited on Estate land (which includes verges and ditches) and Members/Owners are obliged to keep within the restrictions issued by Elmbridge Borough Council concerning bonfires and the burning of rubbish and garden waste on Members/Owners properties..

8. Filming

- a) Owners of Estate Properties may not allow any commercial filming (whether the making of motion pictures, television programmes or commercials or otherwise) to be carried out on the Estate Roads adjoining their properties or elsewhere on the Estate without the prior written consent of the Board. Owners of Estate Properties are permitted to allow such commercial filming on their own properties but must advise the Board in advance and seek the permission of the Board if there will be any need for vehicles to be parked on the Estate Roads. No such parking will be permitted without the prior written consent of the Board. Written consent must be sought at least 3 weeks prior to the intended commencement of filming.

- b) The Board may give such consent in its absolute discretion, and subject to such conditions as it may think fit, including, without limitation, imposing a limit on the number of vehicles permitted access at any time, and requiring payment by the owner to the Company of such fee as may be deemed appropriate, together with a refundable deposit to be held on account of any remedial work needed to verges or the Estate Roads following the filming.
- c) Verges shall not be used for the storage of equipment or the parking of vehicles. Owners are required to protect the verges fronting their property for the duration of the filming.
- d) Owners who do not comply with sub paragraphs (a) – (c) above will be liable to a fine of £1,000.

9. Tradespeople and Gardeners

Tradespeople and gardeners employed by Members/Owners are restricted to working Monday to Friday (Public Holidays excepted) and between the hours of 7.30am and 6pm except in the case of emergency works.

10. Legal costs and interest

Subscriptions, road charges, EMCs, charges arising under Article 30 and fines will be invoiced to the Member or Owner of Estate Properties by the Company's Managing Agents. Payment of those invoices must be made within 30 days of the date of the invoice ("the due date"). If a Member or Owner of an Estate Property fails to pay any such invoices by the due date then the Company, at the discretion of the Board, will charge the Member or Owner of the Estate Property interest from the date of the invoice until payment at a rate of 5% per annum above the Bank of England base rate. In addition, the Company, at the discretion of the Board, will charge the Member or Owner of an Estate Property all legal and other associated costs, expenses and fees incurred by the Company should the Company be obliged to take any action to recover the monies due under any invoices as a result of non payment by the due date.

11. Estate speed limit

All vehicles travelling in the Estate should observe the estate speed limit of 20mph.

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