

DPM - Deed Of Covenant

THIS DEED OF COVENANT is made the 1st day of January 2001
BETWEEN DENE PARK MAINTENANCE LIMITED whose registered office is at 4
Crossland Road, Chorlton-cum-Hardy in the City of Manchester
(hereinafter called "the Company") of the one part
and John Smith of ? Deneway Close, Heaton Norris, Stockport SK4 2HX
(hereinafter called "the Lessee") of the other part

WHEREAS:-

(1) The Lessee is entitled by virtue of a Lease (hereinafter called "the Lease") dated the 28th day of January 1964 and made between Hampson and Kemp Limited (hereinafter called "the Lessors") of the one part and John Smith of the other part to possession of the premises known as ? Deneway Close, Heaton Norris, Stockport SK4 2HX on the Lessors' Dene Park Estate at Heaton Norris in the County of Greater Manchester (formerly the County of Lancashire) (hereinafter called "the demised premises") for the term of 999 years from the 1st day of November 1962 at the yearly rent of £5 and subject to the covenants on the part of the Lessee and the conditions therein contained

(2) The Company has undertaken on the basis of the contributions to the cost and expense thereof to be made by the Lessees of the dwellinghouses on the said Dene Park Estate to maintain repair and renew such parts therefore as are used in common with other Lessees and also to provide such other services for the common benefit of all the Lessees or tenants of the said dwellinghouses as are more particularly described in the Schedule hereto and are hereinafter referred to as "the Scheduled Services"

(3) The Lessee has agreed with the Company to contribute to the cost of expense incurred by the Company in the performance and provisions of the Scheduled Services and for the purpose thereof has agreed to enter into the covenants hereinafter contained

NOW THIS DEED WITNESSETH as follows:-

(1) The Company hereby covenants with the Lessee and his successors in title that during the term of the Lease it will perform the Scheduled Services

(2) The Lessee for himself and his successors in title and assigns hereby covenants with the Company that in consideration of the Company performing the Scheduled Services he/they will pay to the Company on demand during the term of the Lease at the times and in the manner hereinafter mentioned

(a) such a sum as is due proportion attributable to the demised premises of the total cost of expense incurred from time to time in maintaining and providing the Scheduled Services and

(b) such a sum as is attributable to the demised premises of the estimated future cost of providing the major services of the external decoration thereof and the planting of the pleasure grounds playgrounds and maintenance of drives and forecourts credit being given for payment already made on account of such sum (hereinafter called "the Lessee's contribution") calculated for the year ending on the 31st day of October in any one year to be paid to the Company in two half yearly instalments on the 1st day of May and the 1st day of November next following

(3) The Certificate of the Auditors appointed by the Company shall be given annually on the 31st day of December in each year in respect of the year ending on the last previous 31st day of October and shall certify the total cost and expense incurred by the Company

and the estimated reserves required to meet the future cost in maintaining repairing and providing the Scheduled Services in the next succeeding year and including the cost of administration and a supervision charge of 2.5 per centum on total sums expended or provided for and the amount of the Lessee's contribution as shown in such certificate shall be accepted by the Lessee as conclusive evidence for the purposes hereof

(4) In this Deed unless the context otherwise requires in the expression "the Lessee" and any substituted word therefor the singular shall include the plural and the masculine shall include the feminine and where the Lessee is more than one person all covenants and agreements on the part of the Lessee hereinbefore contained shall be deemed to have been made jointly and severally by all such persons constituting the Lessee so that the said covenants and agreements may be enforced by the Company against such persons either jointly or severally as the Company shall in its absolute discretion decide or circumstances require

IN WITNESS whereof the Company has cause its Common Seal to be hereunto affixed and the Lessee has hereunto set his hand and seal the day and year first before written.

THE SCHEDULE before referred to

(1) The maintenance repairing and renewing of the water pipes drains sewers and electrical installations in under or upon the demised premises enjoyed or used by the Lessee in common with other adjoining Lessees or tenants of the said Dene Park Estate

(2) The maintenance repairing renewing replanting and cultivating of the drives forecourts gardens pleasure grounds and playgrounds of the said Dene Park Estate (but except and excluding the patio and/or enclosed garden of the demised premises and except such part of the drives and forecourts as are public highways)

(3) The painting and redecoration of the exterior of the demised premises in the year 1960 and thereafter at 4 yearly intervals which work shall be carried out to the requirements of the Lessors as to colour and type of materials used

(4) The cost of keeping up insurance against public liability and similar risks in respect of the gardens pleasure grounds and playgrounds of the said Dene Park Estate

(5) The employment and maintaining of such staff premises equipment and plant as may be necessary in the opinion of the Company to attend to the carrying out of the works and services provided for in this Schedule in respect of the said Dene Park Estate

(6) The cost of management of the foregoing works or services

THE COMMON SEAL of Dene Park Maintenance Limited

was hereunto affixed in the presence of:-

Directors:

Secretary:

SIGNED AS A DEED BY the said John Smith:

in the presence of: