

# *In the Royal Court of Jersey*

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**Samedi Division**

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**In the year two thousand and five, the nineteenth day of July.**

Before the Judicial Greffier.

Upon the application of Her Majesty's Solicitor General, IT IS ORDERED that the attached Planning Obligation Agreement between Broadstream Holdings Limited, Edward Arthur Le Hegarat and Gladys May Le Hegarat, née Morin, Francis William Dempsey and Sandra Ann Dempsey, née Baker, Grande Developments Limited and The Environment and Public Services Committee in relation to Fields 181, 182 and 183, St Peter, be registered in the Public Registry of this Island.

  
Greffier Substitute

LOD  
Reg. Pub.

L1187-232--



**In the Royal Court of Jersey  
(Samedi Division)**

Her Majesty's Solicitor General has the honour to request the Court to order the registration in the Public Registry of this Island of the Planning Obligation Agreement relating to Fields 181, 182 and 183, in the Parish of St. Peter, a copy of which is attached hereto.

  
**H.M. Solicitor General**

**Law Officers of the Crown  
H.M. Solicitor General**

L1187-233-



**PLANNING OBLIGATION AGREEMENT**  
**ARTICLE 8A of the ISLAND PLANNING (JERSEY) LAW 1964**

**BETWEEN**  
**BROADSTREAM HOLDINGS LIMITED,**  
**AND**  
**EDWARD ARTHUR LE HEGARAT AND GLADYS MAY LE**  
**HEGARAT, née MORIN,**  
**AND**  
**FRANCIS WILLIAM DEMPSEY AND SANDRA ANN DEMPSEY, née**  
**BAKER**  
**AND**  
**GRANDE DEVELOPMENTS LIMITED**  
**AND**  
**THE ENVIRONMENT AND PUBLIC SERVICES COMMITTEE**

**REGARDING**  
**FIELDS 181, 182 and 183, ST PETER**  
**Law Officers' Department**  
**Morier House**  
**St Helier**  
**Jersey**  
**JE1 1DD**

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## 1. Parties

- 1.1 Broadstream Holdings Limited, whose registered office is Les Vanniers, 3 Helier Apartments, La Route de St. Aubin, St. Helier, JE2 3AA (hereinafter called "the owner of Field 181", which expression where the context so admits shall include its assigns and successors in title).
- 1.2 Mr Edward Arthur Le Hégarat and Mrs Gladys May Le Hégarat, née Morin (hereinafter called "the owners of Field 182", which expression where the context so admits shall include their heirs, assigns and successors in title); and
- 1.3 Mr Francis William Dempsey and Mrs Sandra Ann Dempsey, née Baker (hereinafter called "the owners of Field 183", which expression where the context so admits shall include their heirs, assigns and successors in title).
- 1.4 The parties referred to in Clauses 1.1, 1.2, and 1.3 being collectively referred to as "the Owners".
- 1.5 Grande Developments Limited, whose registered office is Le Pompe, La Rue des Varvots, St Lawrence, (hereinafter called "the Developer" which expression where the context so admits shall include its assigns and successors in title to the Land as hereinafter defined); and
- 1.6 The Environment and Public Services Committee (hereinafter called "the Committee" which expression where the context so admits shall include any person or body to whom its functions in relation to planning and development shall be lawfully transferred).

## 2. Whereas:

- 2.1 Fields 181, 182 and 183 St Peter (hereinafter together called "the Land") (as shown on the map titled **Schedule 1** to this Agreement), are respectively owned by the parties set out in Sub-Clauses 1.1. to 1.3 of this Agreement to which fields the respective parties have right in perpetuity (*à fin d'héritage*) by contracts passed before the Royal Court as follows:
  - (i) The owner of Field 181 has title:
    - (a) partly by deed of gift from Leslie Alan De La Haye and Noeleen Theresa De La Haye, née O'Brien, passed before the Royal Court on 1<sup>st</sup> March 1991 and

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- (b) partly by contract of sale from Leslie Alan De La Haye and Noeleen Theresa De La Haye, née O'Brien, passed before the Royal Court on 11<sup>th</sup> March 1994
- (ii) The owners of Field 182 have title *conjointement par ensemble* by contract of sale from the Jersey Blind Society, passed before the Royal Court on 15<sup>th</sup> October 1971.
- (iii) The owners of Field 183 have title *conjointement par ensemble* by contract of sale from Peter Joseph Lamy passed before the Royal Court on 21<sup>st</sup> June 1985.
- 2.2 the Owners and the Developer have entered into legally binding agreements whereby the Owners will sell to the Developer, and the Developer will buy the Land.
- 2.3 Wherefore both the Owners and the Developer have an interest in the Land within the meaning of paragraph (1) of Article 8A of the Island Planning (Jersey) Law 1964 ("the Law").
- 2.4 The Developer has applied to the Committee for permission under Article 6 of the Law to develop the Land by the construction of 72 dwelling units thereon ("the Development Application").
- 2.5 The Committee considers it expedient in the interests of proper planning that provision should be made for regulating or facilitating the development or use of the Land in the manner hereinafter appearing and it is satisfied that development permission ("the Development Permission") could properly be granted, conditional on the Owners and the Developer having first entered into this Agreement.

### 3. Interpretation

3.1 In this Agreement:

**"Approved Funder"** shall mean any bona fide financial institution carrying on lending in or to the Island of Jersey who shall with the consent of Housing (which consent shall not be unreasonably withheld) fund in whole or in part a Social Rental Landlord for a Social Rental Development.

**"the Development"** shall mean the construction on the Land of 72 dwelling units and associated amenities and appurtenances in accordance with the Development Permission.



**“First Time Buyer”** shall mean any person who :

Either:

(1)

(i) Does not own, and has not previously owned, whether as sole owner or jointly or in common with any other person or persons:

(a) Any immovable property

(b) Either in his own name or as beneficial owner, shares in any company, ownership of which confers the right to occupy residential accommodation;

and

(ii) Is neither married to, nor buying as co-owner with, any person who does not fall within (i) above

or

(2)

Has been approved by Housing as being a person who would be in need of assistance in order to acquire or to occupy the residential accommodation as the case may be, notwithstanding the fact that he does not fall within (1) above; any refusal by Housing to approve a person as being in need of assistance to acquire or occupy property to be subject to review by the Committee, which shall have power to overrule the decision of Housing.

**“Funding Agreement”** shall mean an agreement between an Approved Funder and a Social Rental Landlord” and the Public of Jersey for the funding of a Social Rental Development generally in the form of that annexed hereto as **Schedule 2** to this Agreement or any similar form agreed between the Approved Funder the Social Rental Landlord and Housing for and on behalf of the Public of Jersey.

**“Housing”** shall mean the Housing Committee.

**“the Public Areas”** shall mean the roadways, pavements and other public areas at the Development as shown for identification purposes only on the plan annexed at **Schedule 3** to this Agreement such as the same may be varied with the consent of the Committee by formal variation to the Development Permission.

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**“Social Rental Accommodation”** shall mean accommodation which is for rental by a Social Rental Landlord approved for that purpose by Housing to a person or persons who satisfy Housing’s criteria and qualifications.

**“Social Rental Development”** shall mean the acquisition by a Social Rental Landlord of the Land or any part thereof either with Social Rental Accommodation already constructed thereon or for the purpose of the development for the benefit of such Social Rental Landlord of Social Rental Accommodation on any part of the Land

**“Social Rental Landlord”** shall mean –

- (a) the Public of the Island of Jersey;
- (b) a Parish;
- (c) a Housing Trust;

when discharging their function of providing housing for those persons whom the Social Rental Landlord considers, having regard to the criteria set out from time to time by the States or by Housing as the case may be, to be in need of financial and/or social assistance for obtaining accommodation suitable to their needs.

#### **4. It is agreed as follows:**

- 4.1 This **AGREEMENT** is made pursuant to all powers enabling the parties to enter into this Agreement and in particular to Article 8A of the Law and with the intent that it shall bind the Owners and the Developer and their respective heirs, assigns and successors in title to the Land and any persons claiming under or through them **SAVE AND EXCLUDING** (i) the purchasers of completed dwelling units and/or tenants and occupiers of dwelling units constructed in accordance with the Development Permission (or any replacements thereof), who will only be bound by Clause 5.7 of this Agreement and (ii) any Approved Funder (and anyone in right of such Approved Funder) advancing monies to any Social Rental Landlord (in right of the Developer) for a Social Rental Development where the Approved Funder holds a hypothec over that part of the Land acquired from the Developer for such Social Rental Development which secures the repayment of such monies and where the Approved Funder having complied with the appropriate provisions of the Funding Agreement becomes “tenant après dégrèvement” of that part of the Land acquired from the Developer.



- 4.2 The Obligation assumed by the Owners and the Developer by this Agreement is a planning obligation for the purposes of Article 8A of the Law.
- 4.3 This Agreement is conditional upon the grant of the Development Permission by the Committee.
- 4.4 This Agreement is conditional upon the commencement of the Development at a date no later than eighteen months from the date of grant of the Development Permission. In the event that the Developer fails to commence the Development within this time, the Development Permission shall lapse.
- 4.5 If the Development Permission lapses, then this Agreement shall automatically lapse and be of no further force or effect.
- 4.6 Should any of the Owners cease to have an interest in the Land, that Owner shall no longer be bound by this Agreement.
- 4.7 Should the Developer cease to have any interest in the Land, the Developer shall no longer be bound by in this Agreement.
- 4.8 Clause 4.7 above shall not take effect prior to the completion of the Development unless the Developer ceases to have an interest in the Development by transferring its entire interest in the Land and the Development to another developer.
- 4.9 If while the Approved Funder has an hypothec over that part of the Land acquired from the Developer for a Social Rental Development the Social Rental Landlord in right of the Developer is declared bankrupt as defined in Article 13 of the Interpretation (Jersey) Law 1954 or any similar statutory provision that may be enacted hereafter and should the Public of the Island of Jersey having been offered the option granted to it by virtue of the appropriate provision of the Funding Agreement fail to exercise it then the provisions of Clauses 5.1,5.2 and 5.7 of this Agreement as they relate to Social Rental Accommodation shall be of no further effect and the obligations to which the Developer is subject by this Agreement shall not be enforceable against any successor in title to the Social Rental Landlord

## **5. The Obligation**

- 5.1 It is agreed that 57% of the dwelling units permitted by the Committee to be constructed on the Land shall be sold to First-Time Buyers and 43% of the dwelling units shall be utilised to provide Social Rental Accommodation.

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- 5.2 The Developer agrees and undertakes to give effect to the said tenure division by constructing 41 First Time Buyer dwelling units and 31 units of Social Rental Accommodation on the Land.
- 5.3 The Owners will transfer the Land to the Developer prior to the first conveyance of any of the said dwelling units constructed or to be constructed on the Land taking place.
- 5.4 At or prior to the completion of the Development, which the Developer will carry out as expeditiously as reasonably possible, or at any stage prior thereto, the Developer shall place the First Time Buyer dwelling units or the sites thereof as the case may be on the open market and shall take all reasonable steps to facilitate the sale of those units or sites to First Time Buyers.
- 5.5 At or prior to completion of the Development, which the Developer will carry out as expeditiously as reasonably possible, or at any stage prior thereto, the Developer shall take all reasonable steps to facilitate the sale of the Social Rental Accommodation or the site thereof as the case may be to the Social Rental Landlord known as "Christians Together in Jersey", or to any other Social Rental Landlord approved for that purpose by Housing, (such approval not to be unreasonably withheld or delayed).
- 5.6 The transfer of a site to a First Time Buyer or Social Rental Landlord as the case may be prior to the completion of the construction thereon of a First Time Buyer dwelling unit or Social Rental accommodation respectively shall not operate to transfer to the purchaser any obligation to which the Developer is subject by this Agreement save that contained in Clause 5.7 until final completion of the Development.
- 5.7 All subsequent transfers of First Time Buyer dwelling units shall be to First Time Buyers reasonably approved as such by Housing (such approval not to be unreasonably withheld or delayed), and all subsequent transfers of Social Rental Accommodation shall be to a Social Rental Landlord reasonably approved as such by Housing (such approval not to be unreasonably withheld or delayed).
- 5.8 Prior to the commencement of the Development the Developer will pay to the Committee the sum of £30,000 being an agreed figure to cover the cost of extending the existing cycle track running from the Airport to the Railway Walk, provided that this sum shall be repaid to the Developer without interest in the event that the said works of extension are not commenced within three years of the date of this Agreement. The



Committee undertakes to use its reasonable endeavours to commence such works within such period

- 5.9 Subject to the provisions of Clause 5.10 of this Agreement, the Developer shall ensure that the Public Areas are completed within 3 months of the completion of the Development other than the Public Areas and that thereafter:-
- (i) The cost of the long-term management of the Public Areas is apportioned between the owners of the dwelling units within the Development pursuant to their respective deeds of purchase and
  - (ii) That owners of the dwelling units within the Development shall be bound to contribute the percentage payment set out in their respective deeds of purchase towards the cost of maintaining, repairing and replacing the Public Areas and the fees of the agent appointed pursuant to Clause 5.9(iii) below.
  - (iii) That the owners of the dwelling units within the Development shall be obliged to appoint an agent who shall be responsible for ensuring that the Public Areas are properly maintained and upkept and all contribution required of the owners duly made.
- 5.10 In the discharge of the obligations imposed on it by Clause 5.9 of this Agreement, the Developer shall include in every first conveyance of a dwelling unit within the Development covenants in the same or essentially similar form as that contained in **Schedule 4** to this Agreement; any variations therefrom to be agreed with the Committee, which Agreement shall not be unreasonably withheld or delayed.
- 5.11 In the event that the Parish of St Peter shall acquire the ownership of the Public Areas the obligations of the Developer in Clause 5.9 hereof shall cease and have no further effect.

## **6. Enforcement of the Obligation**

- 6.1 The Committee is the planning authority with responsibility for achieving the purposes of the Law and the Committee has the power to enforce this Agreement against the parties to the Agreement and any person who derives title to the Land from any such party (subject to the provisions of Clause 4.1 of this Agreement) pursuant to paragraph (7) of Article 8A of the Law.



Signed by <sup>STEPHEN JOHN CRANE</sup> ~~Michael John Backhurst~~, attorney of Broadstream Holdings Limited

[Redacted signature area]

in the presence of ... [Redacted]

this 15<sup>th</sup> day of July, 2005

Signed by Edward Arthur Le Hégarat, [Redacted]

and Gladys May Le Hégarat, née Morin, [Redacted]

in the presence of ... [Redacted]

this 15<sup>th</sup> day of JULY, 2005

Signed by Francis William Dempsey, [Redacted]

and Sandra Ann Dempsey, née Baker, [Redacted]

in the presence of .. [Redacted]

this 15<sup>th</sup> day of July, 2005

Signed for and on behalf of Grande Developments Limited by Francis William Dempsey

[Redacted signature area]

in the presence of .. [Redacted]

this 15<sup>th</sup> day of July, 2005



**Signed on behalf of the Environment and Public Services Committee**  
by the Greffier of the States

[Redacted signature]

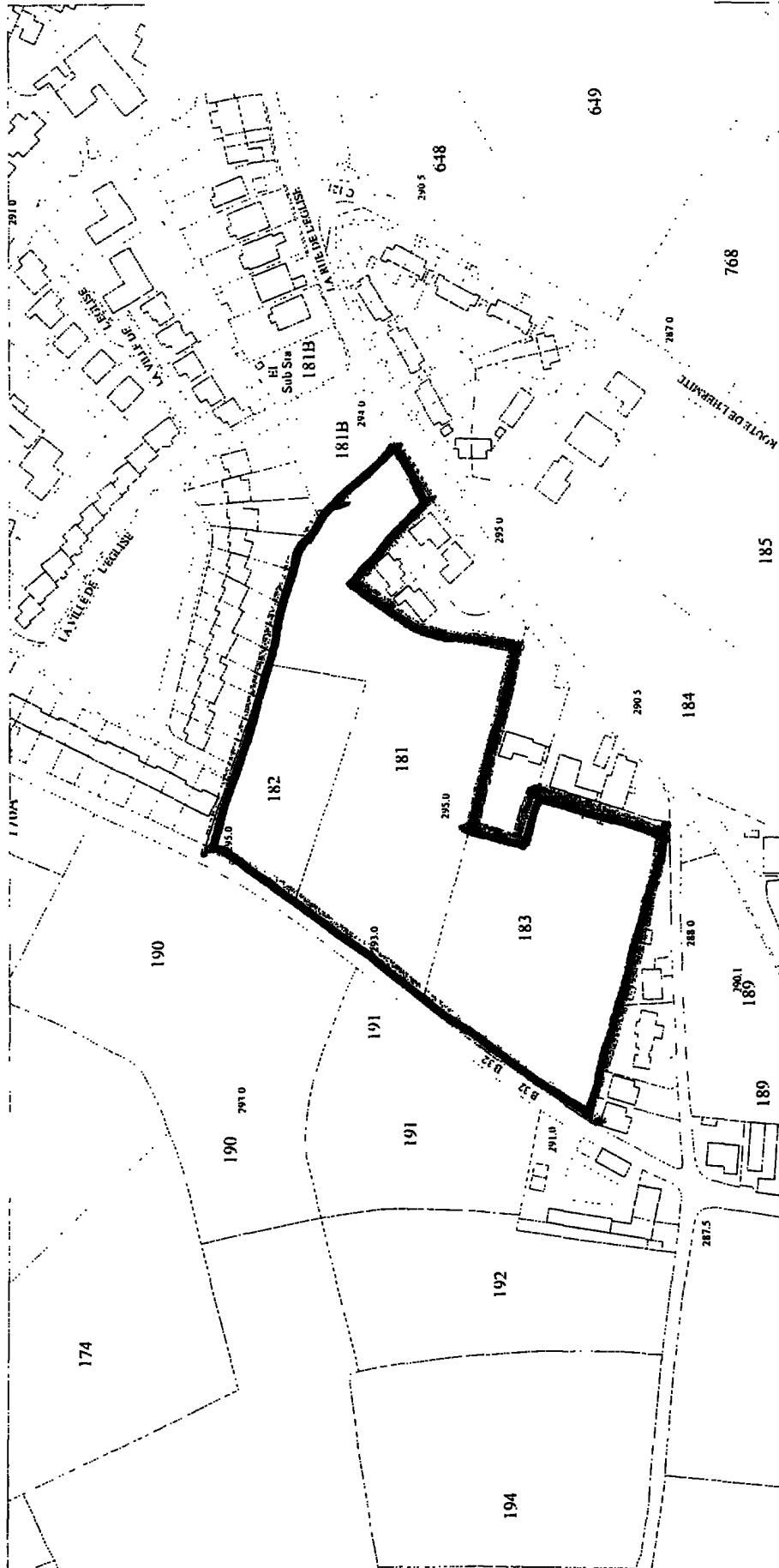
in the presence of ... [Redacted name] .....

this 18<sup>th</sup> day of July, 2005

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# Schedule 1



**Ordnance Survey**  
 Licensed System Supplier

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# cadcorp SIS

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**Schedule 2**

Dated \_\_\_\_\_ 2005

**THE PUBLIC OF THE ISLAND OF JERSEY**

and

[ ] BANK PLC

and

[ THE HOUSING TRUST ]

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**AGREEMENT**

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## Schedule 2

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2005 **BY AND BETWEEN THE PUBLIC OF THE ISLAND OF JERSEY** (hereinafter called "the Public") of the first part **AND [ ] BANK PLC** (hereinafter called "the Bank" which expression shall include its successors and assigns) of the second part **AND [THE HOUSING TRUST]** (hereinafter called "THT") of the third part.

### **WHEREAS:-**

- (A) The Bank proposes to advance monies to THT in connection with the purchase and development by THT of certain land forming part of fields 181, 182 and 183 situate in the Parish of St. Peter, as shown, for the purpose of identification only by hatching on the plan attached hereto as the Schedule (hereinafter called "the Land") the repayment of such monies to be secured against the Land by way of judicial hypothec (hereinafter called "the Hypothec" which expression shall include any re-registration of such judicial hypothec).
- (B) In consideration of the Bank at the Public's request advancing the monies to THT as aforesaid the Public has agreed to enter into this Agreement with the Bank.

### **NOW THIS AGREEMENT WITNESSES as follows:-**

1. This Agreement shall take effect upon the registration of the Hypothec and shall remain in force until the cancellation of the Hypothec.
2. If the Bank should obtain an "Acte Vicomte chargé d'écrire" against THT in accordance with the provisions of the "Loi (1880) sur la Propriété Foncière" (as amended) by virtue of the debt and obligations secured by the Hypothec the Bank will offer to the Public by notice in writing given to the Greffier of the States within fourteen days of the grant of such "Acte Vicomte chargé d'écrire" the option of taking an hereditary transfer of the Land in the event that the Bank takes tenure of the Land in any ensuing "dégrèvement".
3. If the Public exercises the option referred to in clause 2 above and takes such transfer of the Land, the Public will be substituted for THT in respect of the debt and obligations secured by the Hypothec and will discharge (i) all amounts due thereunder at the date of transfer forthwith and (ii) all continuing obligations of THT to the Bank under the debt and obligations secured by the Hypothec as they fall due.

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4. If THT becomes bankrupt as defined by Article 13 of the “Interpretation (Jersey) Law 1954” or any similar statutory provision that may be enacted hereafter the Bank may offer to the Public by notice in writing given to the Greffier of the States the option (exercisable within the six months following the service of such notice) of taking an assignment from the Bank of the debt due to the Bank by THT secured by the Hypothec PROVIDED THAT:
  - (i) Unless and until the insolvency procedure of Dégrèvement is abolished and is not replaced by any insolvency procedure entitling the holder of a secured charge to realise that security by bringing proceedings for the vesting in him of the property upon which the hypothec is secured this clause 4 will only apply in respect of bankruptcy proceedings which have been initiated by THT or any third party including the Public, but will not apply to bankruptcy proceedings which have been initiated by or at the instance of the Bank: and
  - (ii) During the six months following the service of the option notice referred to in this clause 4 the Bank will take all such steps in the bankruptcy proceedings as are necessary or appropriate to protect its rights and interests in those proceedings.
5. If the Public exercises the option referred to in clause 4 above the Bank will assign to the Public all its rights in the debt due to the Bank secured by the Hypothec and in the Hypothec itself and the Public will discharge to the Bank all sums due in respect of the said debt and Hypothec as at the date of assignment.
6. THT agrees to the terms of this Agreement.
7. This Agreement shall be governed by and construed in accordance with the laws of the Island of Jersey.

IN WITNESS WHEREOF the parties hereto have executed this Agreement (in duplicate) the day and year first above written in the presence of the undersigned witnesses.

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SIGNED for and on behalf of the said  
**PUBLIC OF THE ISLAND** in the  
presence of:

.....  
Greffier of the States

.....  
Witness

SIGNED for and on behalf of the said  
[ ] **BANK PLC** in the  
presence of:

.....  
Authorised Signatory

.....  
Witness

SIGNED for and on behalf of the said  
**[THE HOUSING TRUST]** in the  
presence of:

.....  
Authorised Signatory

.....  
Witness

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# Schedule 3

Version 01 Notes

1	Issue for public consultation
2	Issue for public consultation
3	Issue for public consultation
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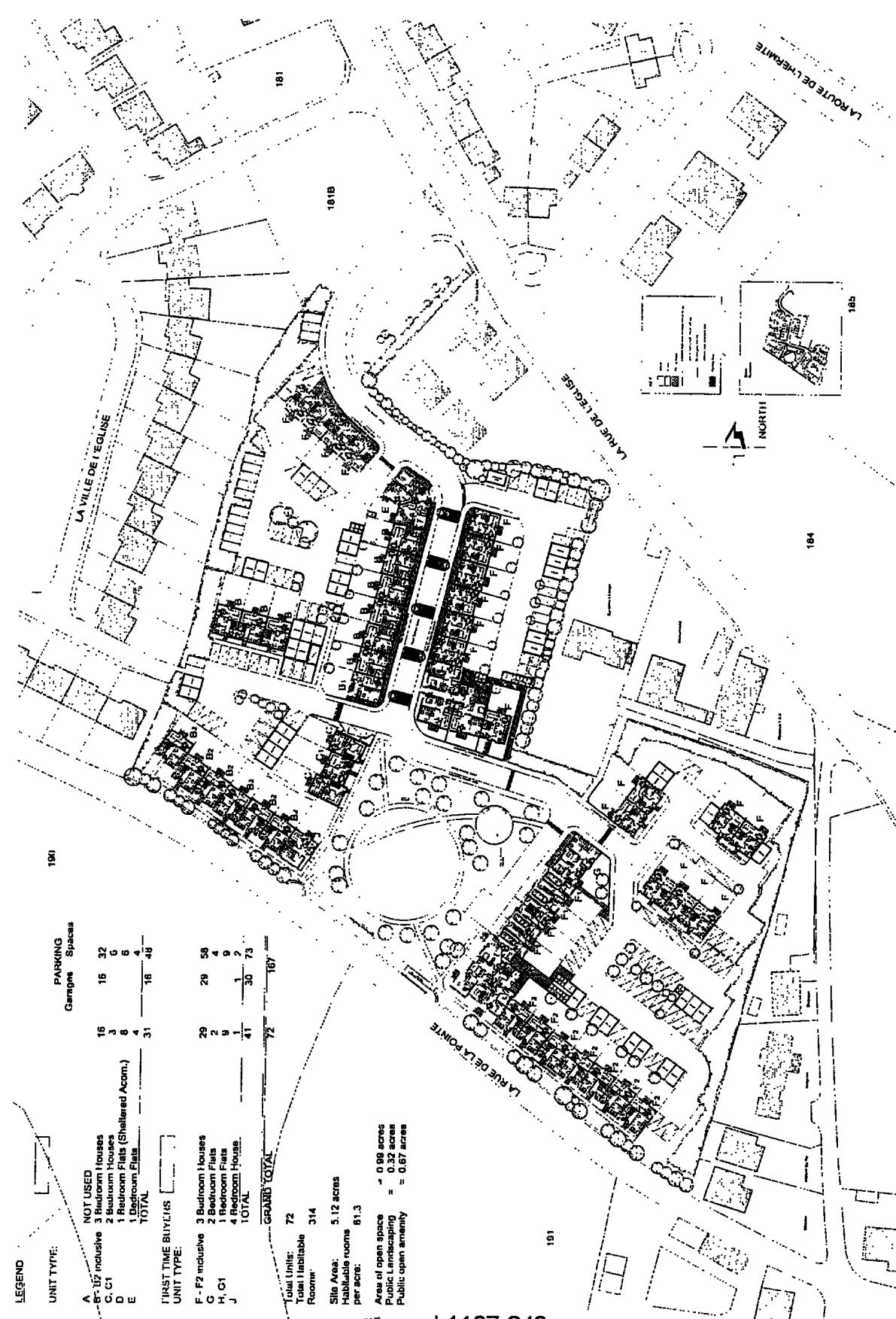
Project: Field 181, 182 & 183  
 La Rue De La Pointe  
 St Peter  
 Jersey

Client: Grande Developments Ltd

Drawing: Site Plan  
 Tenure & Mix

APPROVED BY PARTISERS  
 CHARTERED ARCHITECTS  
 11A NORTH STREET  
 ST. PETER, JERSEY  
 JE9 1AT

Scale: 1:500  
 Date: 20/12/03  
 Drawing Number: 4117/20 D



LEGEND

UNIT TYPE:

A	NOT USED		
B - B2	inclusive 3 Bedroom Houses	16	16
C, C1	2 Bedroom Houses	3	6
D	1 Bedroom Flats (Sheltered Accom.)	8	6
E	1 Bedroom Flats	4	4
TOTAL		31	18

PARKING Spaces

Garnage	Spacex
29	28
2	56
6	6
1	2
41	30
72	167

FIRST TIME BUYERS

UNIT TYPE:

F - F2	inclusive 3 Bedroom Houses	29	28
G	2 Bedroom Flats	2	56
H, C1	1 Bedroom Flats	6	6
J	4 Bedroom Houses	1	2
TOTAL		41	30
GRAND TOTAL		72	167

Total Units: 72  
 Total Habitable Rooms: 314  
 Site Area: 5.12 acres  
 Habitable rooms: 81.3 per acre  
 Area of open space = 0.98 acres  
 Public Landscaping = 0.32 acres  
 Public open amenity = 0.67 acres

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## Schedule 4

### **Dar/draft/GrandeDevelopmentLtd**

**QUE** ladite Société Venderesse s'engage avant l'expiration de trois mois d'avoir complété la construction des maisons et appartenances qu'elle propose d'ériger sur ledit développement de confectionner et aménager à ses propres frais lesdits chemins particuliers et trottoirs, lesdits chemins à piétons, les lieux de stationnement pour visiteurs (lesquels sont indiqués avec la lettre "V" sur ledit Plan "?"), les lieux de récréation et terrains plantés ou jardins (lesquels sont tous indiqués sur ledit Plan "?" par des lignes obliques), lesdits chemins particuliers, trottoirs, chemins à piétons et lieux de stationnement pour visiteurs seront établis sur une assiette solide et revêtue d'une surface de tarmacadam, pavée en briques ou autre surface similaire. Etant entendu qu'une fois lesdits chemins particuliers, trottoirs, chemins à piétons, lieux de stationnement pour visiteurs, lieux de récréation et terrains plantés ou jardins seront confectionnés ou aménagés comme sus est dit et que ladite Société Venderesse cessera d'être propriétaire d'aucun emplacement dans ledit développement lesdits chemins particuliers, trottoirs, chemins à piétons, lieux de stationnement pour visiteurs, lieux de récréation, terrains plantés ou jardins, issues, fossés et reliefs (tous lesquels sont indiqués sur ledit Plan "?" par des lignes obliques et ci-après désignés "lesdits lieux en commun") seront et demeureront la propriété en commun des propriétaires des ? emplacements dans ledit développement. Il est entendu que jusqu'à tels temps que les provisions de la présente clause rentrent en vigueur chaque propriétaire dans ledit développement au droit de ladite



Société Venderesse sera tenu de payer à ladite Société Venderesse sa juste part des frais des maintien, entretien, nettoyage, réparation, ré macadamisation et remplacement desdits chemins particuliers, trottoirs, chemins à piétons, lieux de stationnement pour visiteurs, lieux de récréation, terrains plantés ou jardins, issues, fossés et reliefs.

**QU'UNE** fois que lesdits lieux en commun seront comme sus est dit la propriété en commun des propriétaires des ? emplacements dans ledit développement :-

- (a) **LE MONTANT** des frais des maintien, entretien, nettoyage, réparation, ré macadamisation et remplacement desdits lieux en commun, une fois confectionnés et aménagés comme sus est dit, et du système d'éclairage desdits lieux en commun et de l'électricité utilisé par ledit système d'éclairage desdits lieux en commun sera payé par les propriétaires dans ledit développement en parts égales, c'est-à-dire une ? part pour chaque emplacement dans ledit développement.
- (b) **LES DIRECTION** et contrôle des maintien, entretien, réparation, nettoyage, rémacadamisation et remplacement desdits lieux en commun, une fois confectionnés et aménagés comme sus est dit, seront la responsabilité d'un Secrétaire ou Agent qui sera appointé par la majorité des propriétaires dans ledit développement en réunion générale, lequel Secrétaire ou Agent pourra avoir une rémunération raisonnable ; le



montant des frais estimés des frais estimés pour lesdits travaux sus-mentionnés ainsi que la nomination et rémunération de tel Secrétaire ou Agent seront faits et fixés à une réunion générale desdits propriétaires qui sera tenue aussitôt que possible après la date que ladite Société Venderesse aura disposé de tous les emplacements dans ledit développement et ensuite annuellement dans le même mois que ladite première réunion générale a eu lieu, chaque propriétaire sera tenu de payer sa part dans un délai de vingt-et-un jours après qu'une demande à cet effet lui aura été faite par ledit Secrétaire ou Agent dans les proportions stipulées dans la sous paragraphe (a) de cette présente clause ; **ETANT BIEN ENTENDU** que si ledit montant des frais estimés comme il est ci-devant stipulé ne sera pas suffisant pour acquitter les frais actuels encourus pour les maintien, entretien, réparation, nettoyage, rémacadamisation et remplacement desdits lieux en commun alors en tel cas les propriétaires dans ledit développement seront tenus de payer une part pour chaque emplacement dans ledit développement des frais additionnels encourus à ce effet dans un délai de vingt-et-un jours après qu'une demande à cet effet lui aura été faite par ledit Secrétaire ou Agent ;

- (c) **A CES FINS** il y sera ouvert et maintenu un compte avec une banque au nom desdits propriétaires desdits emplacements dans ledit développement et dans lequel seront placées les contributions reçues

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desdits propriétaires comme sus est dit ; dans le cas qu'aucun propriétaire manque de payer sa part ou contribution (comme est ci-devant stipulé dans les sous paragraphes (a) et (b) de cette présente clause) dans le délai ci-devant stipulé ledit Secrétaire ou Agent sera tenu et sera en plein droit d'agir en justice au nom des autres propriétaires contre tel propriétaire pour le paiement de sa part ou contribution sans avoir recours aux autres propriétaires ;

(d) **IL EST ENTENDU** que ledit Secrétaire ou Agent donnera un avertissement d'au moins quatorze jours par écrit auxdits propriétaires desdits emplacements dans ledit développement avant qu'une réunion générale ou autre réunion ait lieu et lequel fera convoquer lesdits propriétaires à une réunion si vingt ou plus desdits propriétaires le demandent. A telles réunions chaque propriétaire aura une voix pour chaque emplacement à lui appartenant dans ledit développement et dans le cas où il y a nombre égal de voix pour et contre une ou plusieurs des résolutions à telles réunions alors ledit Secrétaire ou Agent aura la voix prépondérante ;

(e) **IL EST DE PLUS ENTENDU** qu'il faut que les propriétaires d'au moins trente des emplacements dans ledit développement ou des personnes nommées par eux dans ledit développement soient présents avant qu'aucune réunion mentionnée dans les sous paragraphes (b) et (d) de



cette présente clause puissent avoir lieu et dans le cas que tel quorum n'est pas présent telle réunion aura lieu sept jours après à la même heure et au même lieu le tout nonobstant que les propriétaires d'au moins trente des emplacements dans ledit développement ne sont pas présents ;

- (f) **LEDIT** Secrétaire ou Agent aura le droit (après avoir obtenu l'autorité en réunion générale ou autre réunion comme sus est dit) de lier lesdits propriétaires desdits emplacements dans ledit développement en engageant des ouvriers et jardiniers ou autres personnes nécessaires et en achetant ou louant tels matériaux, outils ou autres choses qui peuvent être nécessaires pour lesdits maintien, entretien, nettoyage, réparation, rémacadamisation et remplacement desdits lieux en commun, une fois confectionnés et aménagés ;
- (g) **POUR** éviter aucun doute tous les frais, déboursements et dépens encourus par ledit Secrétaire ou Agent en rapport avec l'administration ci-dessus décrite desdits lieux en commun seront la responsabilité desdits propriétaires desdits emplacements dans ledit développement dans les proportions stipulées dans le sous paragraphe (a) de cette présente clause.

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