

The Malahide Waterside Management Co Ltd.

c/o Kairos Property Services, Unit 3, The Eden Centre, Grange Rd, Rathfarnham, Dublin 16

Contact Details: Email: mwmcltd@gmail.com General & Emergency 087-0605989

FIFTH SCHEDULE **(Covenants by the Lessee)**

The Lessee shall:-

1. At his own cost within eighteen months from the date hereof erect and cover in and finish fit for immediate occupation and use in a substantial and workmanlike manner one Apartment/Commercial Unit on the Premises with the best of materials of their several kinds and conformity in every respect both with Plans, elevations, sections and specifications to be approved of by the Lessors and with all relevant Planning Permissions, Consents and Approvals and with all relevant bye-laws Statutes, Regulations and Orders under the inspections of the Lessors or their agent;
2. Well and substantially repair, cleanse, maintain, amend and keep the Premises and the Utilities in, under, over or passing through the Premises in first class decorative order repair and condition;
3. Pay the Rent at the times and in the manner specified in this Lease.
4. Pay without any deduction and without exercising or seeking to exercise any right or claim to withhold the same or any part thereof or any right or claim to legal or equitable set-off the Management Charge which shall be calculated and payable in the manner following that is to say:-
 - a) The Management Services Costs shall be made up of and consist of three separate budgets as follows:-
 - i. "Budget A" means that part of the Management Services Costs incurred in each Financial Year solely in relation to the External Common Areas (and the administrative expenses incurred in respect of the management of the Estate as shall be conclusively determined from time to time by the Lessors or the Management Company.). Without prejudice to the generality of the foregoing administrative expenses shall include managing agents fees, auditors fees, secretarial charges and other expenses associated with the management of the Estate generally. For the avoidance of doubt no part of this budget shall be attributable to or applied towards the cost of refuse/waste disposal insofar as the Commercial Units or the Houses are concerned. It shall be a matter for the respective Lessees of the Commercial Units and Owners of the Houses to make their own arrangements with the relevant Local Authority regarding refuse/waste collection and disposal and the costs of same shall be exclusively borne by the aforesaid Lessees/Owners.
 - ii. "Budget B" means that part of the Management Services Costs incurred in each Financial Year solely in relation to:-
 - I. the Structural and Utility Elements in respect of the Unit Blocks and J Type Unit Blocks and;
 - II. the Internal Common Areas;
 - III. insuring the Unit Blocks (except the Commercial Units) and the J Type Unit Blocks and every part thereof against the Insured Risksas shall be conclusively determined from time to time by the Lessors or the Management Company.
 - iii. "Budget C" means that part of the Management Services Costs incurred in each Financial Year in relation to insuring that portion of the Unit Blocks consisting of Commercial Units only and every part thereof against the Insured Risks as shall be conclusively determined from time to time by the Lessors or the Management Company.

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PROVIDED ALWAYS that in the event of there being an increase/decrease in the number or type of Apartments/Commercial Units/Houses/J Type Apartments on the Estate the proportion of the Management Charge payable by the Lessees of the Apartments/Commercial Units and the Owners of the Houses/J Type Apartments then existing on the Estate shall be increased/decreased in such amount as the Lessor reasonably deems fair and equitable. The Lessor in making this decision shall endeavour to be fair and reasonable to all Unit Owners on the Estate whether Apartments/Commercial Units/Houses/J Type Apartments.

- c) The amount of the Management Services Costs for each financial year shall be ascertained and certified annually by the Accountant as soon after the end of the financial year as shall be reasonably practicable save in the case of manifest error.
 - d) The Accountant's Certificate (hereinafter called "The Accountant's Certificate") shall be conclusive evidence that the Management Services Costs were actually incurred and of all other matters of fact therein certified.
 - e) A copy of the Accountant's Certificate will be supplied to the Lessee on written request.
 - f) On the 1st day of July and the 1st day of January in each financial year after the date of this Lease the Lessee shall pay to the Lessors such sum in advance and on account of the Management Charge as the Lessors shall in its absolute discretion deem to be a fair and reasonable interim payment in respect of the half year then commencing.
 - g) As soon as practicable after the issue of the Accountant's Certificate the Lessors shall furnish to the Lessee an account of the Management Charge for the year to which the Accountant's Certificate relates for which the Lessee shall be liable, due credit being given therein for all payments made by the Lessee for the year in question or any part thereof and upon furnishing such account the Lessee shall forthwith pay to the Lessors the Management Charge or any balance found payable in respect thereof or there shall be allowed and repaid by the Lessors to the Lessee any amount which may have been overpaid by the Lessee (as the case may be);
 - h) Notwithstanding any other provisions herein the Management Charge payable by the Lessee for the year ending 31st December ____ shall be € ____ which sum shall be paid on the execution of these presents.
 - ii.
5. Pay interest at the rate of twenty per cent (20%) per annum on any such amount which by any provision of this Schedule or any other provision of these presents is made payable by the Lessee to the Lessors on demand or at a specified date such interest to run from the date of demand or the specified date (as the case may be) until the date of actual payment of the said sum and such interest at the rate aforesaid shall be paid both before and after any Judgement obtained;
6. Comply with and observe all reasonable regulations made by the Lessors consistent with the provisions of these presents to govern the use of the Common Areas provided that such regulations may be restrictive of acts done on the Common Areas detrimental to its character or amenity and any costs and expenses incurred by the Lessors in preparing such regulations or in supplying copies thereof or in doing works for the improvement of the Common Areas or providing Services to the Lessee, the owners of the Apartments/Commercial Units/Houses/J Type Apartments shall be deemed to have been properly incurred by the Lessors in pursuance of the obligations made under the Sixth Schedule hereto notwithstanding the absence of any specific covenant or obligation by the Lessors to incur them;
7. Not assign or sub-let the Premises (other than by way of Sub-Lease or Letting Agreement for a term not exceeding five years or by way of Mortgage) without first causing the person or persons taking the Assignment or Lease to become a member of the Management Company;

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8. Not assign or let part only of the Premises;
9. Not do any act or thing which shall be or may be or may become a nuisance or an annoyance to the Lessors or the owners or occupiers of any other part of the Retained Premises or any adjoining lands or Premises;
10. Permit the Lessors, their agent with or without workmen to have access to and enter upon the Premises as often as may be reasonably necessary for it to so do in fulfilment of its obligations under these presents;
11. Not exhibit on any part of the Premises where same comprise an Apartment any signpost or advertisement of whatever nature so as to be visible from the Retained Premises save that it shall be lawful to exhibit a notice advertising a sale or letting of the Premises and/or a sign exhibiting an Apartment name which notice or signs must first be approved of in writing both as to their style and location by the Lessors;
12. Not exhibit on any part of the Premises where same comprise a Commercial Unit any signpost, signage or advertisement of whatever nature so as to be visible from the Retained Premises without the prior consent in writing of the Lessors;
13. Not use or permit to be used the Premises where same comprise an Apartment for any illegal or immoral purpose or for any purpose other than as a single private residence and not to allow or cause to be allowed any trade or business to be carried on there;
14. Not use or permit to be used the Premises where same comprise a Commercial Unit for any illegal or immoral purpose or for any purpose other than for commercial non-residential purposes subject to compliance with all necessary statutory and regulatory requirements;
15. Maintain the Premises in a first class decorative condition to insure repair and clean and keep insured repaired and clean the plate glass windows of the premises;
16. Not play or allow to be played a musical instrument, television, radio, loudspeaker or mechanical or other noise making instrument of any kind or permit any singing to be practised on the Premises so as to cause annoyance to the owners and occupiers of any part of the Estate or so as to be audible outside the Premises between the hours of 12.00 midnight and 8.00 am.
17. Not hang or permit to be hung or exposed any clothes or other articles on the Premises so as to be visible from the Retained Premises;
18. Not shake or permit to be shaken any mats, carpets, sheets or other articles from any window of the Premises;
19. Not keep any bird, animal or reptile on the Premises which in the opinion of the Lessors may cause annoyance to the owners and occupiers of any part of the Retained Premises;
20. Not erect any external wireless or television aerial, satellite dish or other like instrument on the Premises;
21. Not decorate the exterior or alter the external appearance of any of the buildings on the Premises without the prior consent in writing of the Lessors;
22. Not in the case of the Apartments to dispose of any domestic waste otherwise than in the receptacle approved of by the Lessors and bring such receptacle to an area designated for its removal;
23. In the case of a Commercial Unit to make all necessary arrangements at his own cost for the efficient disposal of all refuse/waste attributable to such Unit and to comply with any directions of the Lessors in relation

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thereto;

24. Pay the rents hereby reserved at the times and in the manner specified in these presents without any deduction;
25. Allow the Lessors or their agent duly appointed with or without workmen and others at all reasonable times to enter upon and examine the condition of the Premises and the Lessors may thereupon serve upon the Lessee a Notice in writing specifying any repairs or works necessary to be done and for which the Lessee is liable hereunder and require the Lessee forthwith to execute them and if the Lessee does not within two calendar months after the service of that notice proceed diligently with the execution of those repairs or works then the Lessors may enter upon the Premises and execute them and the cost of carrying out such works shall be a debt due to the Lessors from the Lessee and shall be recoverable forthwith by the Lessors in such lawful manner as the Lessors may deem appropriate;
26. Pay all rates, taxes, assessments, charges, impositions and outgoing which may at any time during the term hereby created be assessed, charged or imposed upon the Premises or the owner or occupier in respect thereof;
27. Do all such work as under any Act of The Oireachtas or rule of law are directed or necessary to be done on or in respect of the Premises (whether by the Lessors, Tenant or Occupier thereof) and keep the Lessors indemnified against all claims, demands and liabilities in respect thereof;
28. Not make any structural alterations or additions to the Premises without the prior approval in writing of the Lessors which approval may be granted subject to such conditions as the Lessors may see fit to impose;
29. Not do or permit or bring in or upon the Premises anything which may expose the Premises or any other part of the Unit Block in which the Premises is situate to any weight or strain in excess of that which the Premises or the Unit Block is calculated to bear with due margin for safety;
30. Not keep or permit to be kept any petrol, motor spirit or other inflammable or explosive material or any other material or substance in or on the Premises or do or permit to be done any act or thing which may render void or voidable any Policy or Policies of Insurance maintained by the Lessors in accordance with the Sixth Schedule hereto or which may cause an increase in the premium or premiums payable in respect thereof;
31. Keep the floors of the Apartment comprised in the Premises (other than the floors of the kitchen and bathroom) adequately covered with a resilient material or a material with a resilient base, the thickness of a material (including any backing) being at least 4.5mm. For the avoidance of doubt a material is deemed to be resilient if it returns to its original thickness after it has been compressed. Any soft covering shall be bonded to the floor base. Floor covering must comply with the requirements of Part E.3 (impact sound floors) of Part E of the first schedule to the Building Regulations 1991 as issued under the Building Control Act 1990;
32. Keep the floors of the kitchen and the bathroom covered with cork, vinyl or rubber or other suitable material to avoid transmission on sound and so as to comply with the Building Regulations referred to at the foregoing clause 31 above.
33. (Without Prejudice to the generality of Clauses 27 and 28 hereof) not to make any alterations or additions whatsoever (structural or otherwise) to the Common Areas or carry out thereon or therein any development within the meaning of the Local Government (Planning and Development) Act, 1963 (other than the use thereof as an amenity to the Premises as a private residence or store or keep any goods or materials thereon, save in the case of patios or balconies appropriate plant containers and suitable furniture of a type approved by the Lessors or otherwise use or permit to be used the Common Areas in such a manner as to be or become a nuisance or annoyance to the owners of any of the other Apartments/Commercial Units/Houses/J Type Apartments so as to detract from the amenities of any of the other Apartments/Commercial Units/Houses/J Type Apartments.

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34. Not to use the Common Areas for any purpose whatsoever other than as an amenity to the Premises as a private residence and specifically not to use the Common Areas or any part thereof as an area in connection with the keeping of any bird, animal or reptile at the Premises;
35. Not to leave any perambulators, bicycles, containers or other objects on the gates, steps, staircases, railings, corridors and landings leading to the Premises other than in the space (if any) provided for such purpose and not to use the said steps, staircases, corridors and landings for any purposes other than for access to and egress from the Premises;
36. Not to allow children to play in or obstruct the use of the gates steps, staircases, corridors and landings leading to the Apartments/Commercial Units which in the opinion of the Lessors may cause disturbance to the owners and occupiers of any part of the Retained Lands.
37. Pay a fair proportion of the expense of repairing any party wall in the Premises.
38. Permit the Lessors or Lessees of the Apartments/Commercial Units and the owners of Houses/J Type Apartments (other than the Premises) to have access to and enter upon the Premises as often as may be reasonably necessary on notice (except in case of emergency) for the purposes of fulfilling its or their obligations hereunder or under any of the Unit Leases.
39. Within 21 days after the date of every assignment permitted under-lease (otherwise than by way of mortgage) assent or transfer of the Demised Premises give notice thereof in writing with particulars thereof to the Lessors and produce to the Lessors a certified copy of the assignment under-lease assent or transfer and in the case of a devolution of the interest of the Lessee not perfected by an assent within twelve months after the happening thereof produce to the Lessors the Grant of Probate of the Will or the letters of Administration under which such devolution arises.
40. Pay to the Lessors all costs charges and expenses including surveyors fees and legal costs which may be properly incurred by the Lessors in contemplation of any Proceedings under Section 14 of the Conveyancing Act 1881 and do so although forfeiture may be avoided otherwise than by way of Order of the Court.
41. The Lessee hereby covenants with the Lessors and the Original Purchaser to perform and observe the several covenants restrictions and obligations set out in this Schedule **TO THE INTENT** that the burden of the said covenants and restrictions set out in this Schedule shall run with and bind the Premises in every part thereof into whosoever hands it may come and the benefit thereof shall be annexed to the Retained Premises and every part thereof.