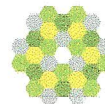


3.	<p>Response from Barratt David Wilson Homes</p> <p>Fernwood has sent a letter, listing the problems here, to all Board Members of BDWH. It has been treated as a formal complaint and we have now received a response from NH Mullen, Deputy General Counsel to Barratt Developments PLC. Unfortunately the response did not address even half of the issues contained in our letter. DH had put together a response which was discussed and agreed upon in principle. The response will be sent to Mr Mullen with a copy to all the Board Members to ensure those not employed at BDWH are kept aware of our grievances.</p> <p style="text-align: right;">Copy letters attached</p>
4.	<p>Legal Response</p> <p>The Solicitor and Barrister currently reviewing our documents were expected to complete their findings w/e 10th/11th Oct 2015. As at today, nothing has been received.</p>
5.	<p>Media</p> <p>The Newark Advertiser are wishing to do a piece about Fernwood but require a willing resident who has been charged for permission to install solar panels to come forward and be photographed. As yet we have not found anyone to tell their story.</p> <p>Should we now involve the national media; Radio 4, Telegraph newspaper etc.? It was agreed to consider this with the angle of 'Are there any other villages or developments in the same situation as Fernwood'. It was thought that in principle this was a good idea but not to proceed fully until we had received advice from the solicitor. Research can be done via the Internet, Facebook and Twitter and a draft media letter prepared. How many BDWH developments around the country have First Port linked as the Management Company for maintenance.</p> <p style="text-align: right;">ACTION: DEH/BS</p> <p>How many BDWH board members are related to board members of FP?</p> <p style="text-align: right;">ACTION: DEH/BS</p> <p>Some Fernwood residents have posted comments on Facebook re contacting BBC Watchdog. It was agreed to let them follow this line if they wished because the BBC should contact FPC/FMSG anyway before making a program.</p> <p>We know that a development called Greylees is having problems. JW will contact and ask if the freeholders are tied to First Port with similar conditions for life as Fernwood and ask if we may see a copy of their contracts.</p> <p style="text-align: right;">ACTION: JW</p>
6.	<p>Focusing the minds of the Developers</p> <p>AB suggested that we thought about some method of disruption to BDWH by standing outside the sales office and talking to prospective buyers. It is, however, too late for this development. The sales office will close at the end of October due to all new properties within Fernwood Central now sold.</p> <p>Disruption at other BDWH sites may not be relevant and so it was agreed to put this idea on the back burner until the North Build Sales office opened and our issues have not been resolved.</p>
7.	<p>Contact with Robert Jenrick MP</p> <p>Mr Jenrick has been made aware of the recent revelations that there is a second contract between BDWH and FP for 999 years and that BDWH have taken legal advice re our request to remove FP for poor performance. They have been told that they would have 0% chance and should only consider this course of action if there was NO performance from FP.</p> <p>Mr Jenrick is lobbying ministers to raise a debate in parliament as he feels it is a nationwide problem that house builders are engaging management companies and tying freehold properties to them with shocking contracts.</p> <p>It was agreed that a meeting with Mr Jenrick would not achieve anything at present and could possible hinder any legal approach Fernwood made in the future if our situation was discussed in parliament. It was agreed to wait for our own legal advice before requesting a meeting with Mr Jenrick.</p> <p style="text-align: right;">ACTION: JW to write to RJ for progress re a Freeholder Ombudsman</p>
8.	<p>Consideration of the Survey re the Extra Charges (Property Transfer Fees)</p> <p>Approximately 600 leaflets re the on-line survey were delivered to freehold dwellings and appeared several times on both the Fernwood Facebook and Streetlife web sites. The results show that over 95% of those who completed the survey were unaware of the obligation to pay 'The Manager' additional fees for re-mortgaging or requesting permission for anything.</p> <p>A follow up to the survey was agreed. Any resident who was willing to provide documentation re the additional charges made by FP should be contacted if we think the documentation may be relevant for future action.</p> <p style="text-align: right;">ACTION: AB</p>

9.	<p>Fernwood Conservation Maintenance Group</p>
	<p>The Conservation Society has reformed with a new name and is assuming the role to monitor the maintenance at Fernwood. The initial set of notes from the group meeting highlighted that John Jeys, the Fernwood site supervisor from First Port (FP), was writing a new Service Level Agreement (SLA) to which the group will monitor the standards of maintenance provided. DH has written to the chairman of the group Jeff Hobson (JH) to advise that this document has not been seen or agreed by Fernwood Residents Association (FRA) or Fernwood Parish Council (FPC) as a suitable document. JH will discuss at the group's next meeting in November.</p> <p>FRA have previously written to FP stating that maintenance should not be carried out if it is was not previously costed within the prepared budget for the year and would cost more than £250. Authorisation for spending public money over and above the budget must be given by the elected bodies of FRA or FPC.</p> <p style="text-align: right;">ACTION: DH to write again and request confirmation by FP</p> <p>It was agreed that the group need to be reminded that residents' maintenance contracts are for repair and maintenance only and not for 'added value' items of additional trees, hedges or carvings etc. Funding must be sort by the group. If the group wished to provide 'added extras' for the village which would entail future maintenance costs to residents, the maintenance must first be agreed by FRA or FPC.</p> <p style="text-align: right;">ACTION: FRA to monitor</p>
	<p>Next Steps</p>
	<p>Everyone agreed to <u>wait for the legal opinion</u> but meanwhile:</p> <ul style="list-style-type: none"> • Wait for FP financial review due end October 2015 • Follow a formal complaint procedure with BDWH re First Port • Keep BDWH board members aware of the problems at Fernwood • Follow up re the online Fernwood survey • Research re Fernwood Public Open Space ownership • Research other BDWH sites countrywide with ties to First Port / Peverel etc. management company • Research Freeholder Ombudsman position
<p>Date of the Next Meeting:</p>	<p>To be Advised.</p>

Land Registry
Current title plan

Title number NT421166
Ordnance Survey map reference SK8250NW
Scale 1:1250 enlarged from 1:2500
Administrative area Nottinghamshire : Newark
and Sherwood



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DEVELOPMENTS PLC
Group Company Secretariat and Group Legal Department

Our ref: NHM/ti

7th October 2015

David Heath

[REDACTED]
Fernwood
Newark
Nottinghamshire
NG24 3RS

Dear Mr Heath

Your letter addressed to a number of members of the board of Barratt Developments PLC dated 24th September 2015 has been forwarded to myself for response.

I have been asked to respond on behalf of the board to the points which you raise, in view of your suggested course of action.

Firstly, unfortunately, I must point out that we can only deal with individual owners in relation to issues which they raise in respect of their property. We are not in a position, due in part to Data Protection Laws, to respond to you in relation to any property other than your own.

Secondly I do understand that you purchased the property from the original owners and presumably therefore instructed a solicitor in relation to your purchase in order to provide you with advice in respect of the rights and obligations which ownership of your property attracted.

The development has been constructed over a number of years and is now nearing completion but the basis upon which these properties have been transferred to their owners has not altered materially since the development first started.

Your property was initially transferred to [REDACTED] in December 2003 and that transfer clearly sets out the management arrangements which apply to the development as a whole. The development manager as set out within that is now known as First Port and the transfer clearly confirms that, all owners are required to contribute to maintenance costs of the areas of the development or estate which are not owned by any individual property. As you will appreciate without such a provision these areas would not be maintained which would have been both a breach of the planning consent for the development and also a failure on the part of the developer to discharge their obligations to each and every owner.

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The share of each owner of the charges attributable to maintenance are clearly set out within this transfer and accounts are produced on an annual basis to show where expenditure has been made and from where income has been collected.

Whilst it is not for me to comment in relation to any advice you may have received from your solicitor, at the time of your purchase a copy of this transfer would have been provided together with, details of the basis for, and historic details of the level of, such, charges.

This would have been provided to you prior to your purchase and would have allowed you to make an informed decision. If this was not then this would be a matter you will have to address with the solicitor who acted for you.

I am not in a position to comment on the suggestion that a number of owners were unaware of these charges, as obviously I only have your letter to hand. However the points which I make above concerning the information which would have been provided prior to anyone purchasing a property on the development whether from Barratt David Wilson as an initial purchaser or from a third party, would have been the same.

In relation to the level of maintenance charges I understand that it has been established and is accepted that these are reasonable in the context of the services provided.

In relation to the notice fee payable on purchase or remortgage of a property, these too are provided for within the transfer which would have been provided to you when you purchased the property. The purpose of notification is to ensure that the management company can discharge its obligations in relation to maintaining the development. In the event of non-payment of a charge due from any owner, the management company is obligated to seek recovery. As part of that they may need to inform any mortgagee or any other person who has an interest in the property and this ensures that the information available to them is up to date.

As a responsible developer and for so long as it is reasonable, we consider the appearance of properties ~~which are~~ constructed on the development should be maintained in keeping with the overall intent. This is a provision which is frequently incorporated within all transfers of new properties. Again this is expressly set out within the transfer and would be an issue on which advice would have been given by any solicitors acting for any purchaser whether from the developer or from a third party.

As such certain things are prevented and the manager is required to police this, and certain changes require consent.

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Whilst I note the suggestion that the fee charged for this has increased, again I understand that the charges reflect those commonly found across the country.

However each owner has the option of retaining their property's appearance

Finally, again as you will have been advised, the transfer which forms a three way contract between the developer, the manager and each of the owners has to be in exactly the same form for each property, subject only to necessary changes where the property is leasehold where the lease would need to be consistent with this. The position therefore of the manager cannot be changed in the way that you suggest. However in recognition that owners may at some later stage, wish to control the maintenance and management generally of this development there is a specific provision built in to the transfer so that where 50% of the owners agree, transfer of all management responsibilities can be effected to them or a body which they nominate. This right is exercisable five years after completion of the last property which is a date fixed in the light of our obligation.

As a responsible developer, and indeed in the light of the obligations which we owe to each individual property owner to whom we sell a property, the maintenance and management of the development has to be conducted in accordance with the original maintenance agreement which applied when planning consent or detailed planning consent for the development was first granted. The manager, now First Port, is obligated to discharge this obligation on terms which were made clear to each original purchaser and which, each original purchaser would have made clear to any subsequent purchaser via normal information provided through the conveyancing process. As I say above I am not in a position to comment on the advice that you received when you purchased the property, but in the event that you have any issues with that then unfortunately I can only suggest that you address these to the solicitor acting for you at that time.

We have an obligation to every purchaser at this development. In order to allow us to discharge it we have appointed the manager and, once we have discharged that obligation, the owners are at liberty to take over and manage the development themselves.

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Obviously we regret if you feel that you were not provided with the necessary information to allow you to make an informed decision when you purchased this property. However, unfortunately this is an issue which you would need to address to the advisor acting for you in relation to your purchase as we must respectfully point out that the information in relation to your obligations as an owner are clearly set out in documents which should have been provided to you when you purchased the property.

Yours sincerely

NH Mullen
DEPUTY GENERAL COUNSEL
BARRATT DEVELOPMENTS PLC

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Your Ref: NHM/ti

Dear Mr. Mullen,

Thank you for your response to my letter to the Board on behalf of the Fernwood Maintenance Strategy Group. I have numbered the paragraphs in your letter to make reference more simple.

I was disappointed that you chose to use that old chestnut "Data Protection Laws" in bid to avoid responding to the main parts of the queries raised by our group. Indeed, this appears contrary to your statement later in paragraph 16 of your letter that where you state that the contract has to be in exactly the same form for each property.

Our group has not contended the general principle of the maintenance of the open spaces as referred to in your paragraph 6.

You state in paragraph 7 that the charges are clearly set out when in fact this has been the source of complaints for several years as FirstPort appears to have developed their own interpretation of the way that this operates and have even attended meetings and been unable to explain how they perform this calculation. As you are now involved, perhaps you would explain how this "simple calculation" is being applied.

I must make it clear that many of the issues raised are around the Third Schedule, Part A, paragraphs 9 and 10 as there is no mention of any charge being applied in order to gain written permission to make any changes covered by these paragraphs, whereas in paragraph 13 part 5.4, it is explicit that there is a fee for the creation of a charge on the property. It is this omission in paragraphs 9 and 10 that 95% of the residents surveyed were unaware that a charge could be made under. Please explain why this was not explicit.

In your paragraph 10, please say what information you have based your comment that it has been established that the charges are reasonable and have been accepted.

In paragraph 12, you mention the requirement to maintain the appearance of the properties. It is usual for this to be a limited period but with Barratts, this appears to be either 80 years or 999 years. What is an acceptable period for such a clause to apply? You have also stated earlier that this applies to all properties within Fernwood but in fact almost 20% of properties have no such restrictions which is a further cause of our concern..

In your paragraph 14, we do not accept that that the charges reflect the fees commonly found across the country as no one has yet shown any comparisons that have been made despite many requests. Please provide these comparisons so that we can see for ourselves.

In paragraph 17, you state that you would have been in breach of the planning consent if you had not provided maintenance for the public areas in accordance with the planning consent. I should be grateful, therefore, if you would, by return post, provide me with a copy of the proposed long term maintenance scheme document by David Wilson Homes and the agreement of such a maintenance scheme by the Newark & Sherwood District Council as stipulated in the planning consent. These documents would also include mention of the Existing Parkland, the Retained Woodland and the Species Rich Grassland. There should also be one for each phase of build. Despite requests, to date, neither yourselves nor Newark and Sherwood District Council, have been able to find these essential documents.

In a related issue, our Transfer Documents that you refer to contain the perpetuity period of 80 years. We have recently been made aware of other associated documents authored by Barratts that contain the term of 999 years. Please explain how you have made this jump.

You have also not responded to the issue of poor performance by FirstPort. Your local managers have defined poor performance as zero performance. We detailed 17 instances of poor performance that have been ignored by yourselves. Please define what constitutes poor performance under this contract with FirstPort.

Yours Sincerely,



David Heath
On behalf of Fernwood Maintenance Strategy Group.