

BUILDING SURVEY

of

TOP/2nd FLOOR FLAT, 41 LANCASTER GROVE, NW3

for

BRADEN & CRISTINA HARRIS

as at

14 MAY 2001

www.QUALITYsurvey.co.uk

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M. Collings Bsc (Hons)

BRENCRAFT LTD Reg No. 512035

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A: THE PROPERTY

Front



Roof



B: REPORT

Description/
history

A 2nd/top floor walk-up converted flat in a detached Victorian double fronted building, which is now divided into 4 flats. The fact that the brickwork to the main rear wall is original at 2nd floor level shows the 2nd floor always existed/ is original, but we suspect it has been enlarged by building up the flank walls towards the front of the building and forming a steeper front mansard roof slope. There was probably originally a shallow pitched front slope extending up to where there is a step/change in level to the upper flat roof.

The vendor, [REDACTED] tells us he bought this flat in September last year, i.e. has owned it only circa 8 months. He advises he and his cousin, [REDACTED], had the flat refurbished intending to live here themselves. He assures us the layout prior to the refurbishment was essentially as it is now. Apparently there is a plan attached to the lease and you should please ask your solicitor to fax us a copy of this so we can check whether it accords with the layout that exists today. The most significant alterations/ improvements made by the vendors are the construction of a stair enclosure with spiral stair giving access up onto the main flat roof where timber decking has been laid, removal of Georgian wired glass partitions to create a more open plan layout, the laying of laminate woodstrip flooring throughout the reception room/ kitchen areas, replacement of glazing to the front of the front reception room/ front bedroom, electrical and plumbing improvements plus refitting of the bathrooms and kitchens. *

Terrace

The vendors tell us they have obtained the agreement of the other lessees (who collectively own the Freehold) to use the flat area of the main roof (which measures some 10.55x9.8m) as a terrace, in return for taking on sole liability for its future maintenance. They also paid a higher contribution towards redecorating the internal common parts. [REDACTED] who lives in the lower ground floor flat & manages the building tells us this was a one off contribution and there was also some form of agreement for the contribution from the 2nd or 1st floor lessees (the 1st floor flat is for sale also) to vary depending on who sold their flat first. This sounds unusual and it is essential that your solicitor obtains a copy of the Deed of Variation before you proceed further, to see precisely what this says. For example you may now be liable for the covering of the main roof, or its structure as well/ the main roof guttering/ the cold water storage tanks sitting in the enclosure to the rear. Hopefully the parapet walls are excluded and remain part of the communal fabric (we discussed how the copings are undersized), but **the wording of the Deed must be checked.** *

Obtaining Landlord's consent to use the roof as a terrace is only one of the necessary steps the vendor's should have taken.

Planning consent should have been obtained for the access enclosure & will be required if you wish to erect railings/ trellis. The vendors built a stair enclosure giving access to the roof via a new spiral stair (see later comments about the stair itself). The enclosure has a footprint of some 2.05 metres square and is neatly clad with artificial slates/ lead. It will be visible from a distance i.e. alters the external appearance of the building and as flats do not carry permitted developments rights, planning consent should have been obtained from Camden Council. The vendors concede this is the case. Assuming the building is not Listed (as is likely), the Council could take enforcement action requiring you to remove the stair enclosure if they become aware of its existence within 4 years of its construction. After this time, you could apply for a Certificate of Lawful Use, if you have proof such as receipts or dated photos to prove when it was built. This is obviously not an ideal situation. The risk of the enclosure being seen is higher in winter months when the mature trees in the area are not in leaf. You advise the vendor is looking into getting liability insurance.

There are no railings around the perimeter of the terrace currently and the parapets are very low - 190-520mm high. You should keep the access door locked and not allow any visitors up here until railings have been fitted complying with Part K of the Building Regulations, which



DAVENPORT LYONS

Your Ref: David Dixon
Our Ref: PA/AF/AUS.4.5

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Mr. David Dixon,
Gabbie & Co.,
Highfield House,
Victoria Road,
BOLTON BL1 5AW

BY FAX 01204 496091

22 May 2001

Dear Sir,

Sale of Second Floor Flat, 41 Lancaster Grove, London NW3

Further to previous correspondence, we have been advised that indemnity insurance is not available in respect of the bulkhead as it has not been up for more than 12 months.

Our mutual clients have now agreed a revised purchase price of £560,000. This is acceptable to our client on the basis that Contracts are exchanged by mid-day on Friday 25th May 2001. If this is not acceptable to your client we should be obliged if you would please return our papers.

We will let you have the current building insurance schedule shortly.

We look forward to hearing from you.

Yours faithfully

Davenport Lyons

Davenport Lyons

Graham Atkins
Jonathan Aubrey
Kevin Bays
Laurence Brown
John Burrell
Philip Conway
Stephen Digby
Alon Domb
John Downing
Marilyn Elstow
Rebecca Ferguson
David Gore
Melanie Haddad *
Michael Hatchwell
Richard Kelsey
Stuart Lockyear
Paul McCormble
David Marchese
Leon Morgan
Richard Moxon
Kathryn Pavey
Leslie Powell
Jay Quatrini †
Trevor Sears
Robin Shaw
Judith Spells
James Ware

*Also admitted in California
†Registered foreign lawyer
admitted in New York

Associates:
Mark Bateman
Robert Charlton
Nataasha Dunn
Carlo Dusi
Tony Gould
Yael Seilig
Oliver Smith

Consultants:
Dante Campalita
F. David Lavender
David Rockberger

Partnership Director:
Brian Massey

Davenport Lyons is
regulated by the Law
Society in the conduct
of investment business

London and New York



TO : DAVID DICKSON - 01204 496091

1/5

15 May 2001 FROM : BRADEN HARRIS
PAS/letters

Braden & Cristina Harris
Flat 4,
22 Belsize Square
London
NW3 4HT

For your info this is a draft letter from my
Surveyor on some of the issues he uncovered
during his survey. He will give me a full report
which will incorporate the contents of this note.

Regards,
Braden

Dear Braden & Cristina

RE: Top Flat, 41 Lancaster Grove, NW3

Rather than prepare our full report, you have asked me to provide a summary of the key issues, highlighting where these have cost implications/ giving an indication of the likely costs.

Terrace

The vendors bought the flat last year as you know and tell us they reached agreement with the other lessees (who collectively own the Freehold) to use the main flat roof as a terrace (which measures some 10.55x9.8m), in return for taking on sole liability for its future maintenance. They also paid a higher contribution towards redecorating the internal common parts. It is essential that your solicitor obtains a copy of the Deed of Variation before you proceed further, to see precisely what this says. For example you may now be liable for the covering of the main roof, or its structure as well/ the cold water storage tanks sitting in the enclosure to the rear. I hope the parapet walls are excluded and remain part of the communal fabric (we discussed how the copings are undersized), but the wording of the Deed must be checked.

Obtaining Landlord's consent to use the roof as a terrace is only one of the necessary steps the vendor's should have taken. The others are as follows:

Planning consent for access enclosure & railings/ trellis

The vendors built a stair enclosure giving access to the roof via a new spiral stair (see later comments about the stair itself). The enclosure has a footprint of some 2.05 metres square and is clad with artificial slates/ lead. It will be visible from a distance i.e. alters the external appearance of the building and as flats do not carry permitted developments rights, planning consent should have been obtained from Camden Council. The vendors concede this. Assuming the building is not Listed (as is likely), the Council could take enforcement action requiring you to remove the stair enclosure if they become aware of its existence within 4 years of its construction. After this time, you could apply for a Certificate of Lawful Use, if you have proof such as receipts or dated photos to prove when it was built. This is obviously not an ideal situation. The risk of the enclosure being seen is higher in winter months when the mature trees in the area are not in leaf.

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* * * COMMUNICATION RESULT REPORT (16. MAY. 2001 10:54) * * *

TTI ALLCO FINANCE LTD

FILE MODE	OPTION	ADDRESS (GROUP)	RESULT	PAGE
2189 MEMORY TX		01204496091	OK	5/5

REASON FOR ERROR
 E-1) HANG UP OR LINE FAIL
 E-3) NO ANSWER

E-2) BUSY
 E-4) NO FACSIMILE CONNECTION

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