

## **Extract from the Deeds of Transfer for all properties on the Lynwood Road Estate**

This extract contains the main covenants accepted by the Purchaser (and his successors in title) in respect of the Deed of Transfer for each and any property (Dwellinghouse) on the Lynwood Road Estate.

3. 3.1 The Purchaser for himself and his successors in title and with the intent to bind the Plot into whosoever hands the same may come hereby covenants with the Vendor and also as a separate covenant with every other person who is now the owner of any part of the Estate for the benefit of the remainder of the Estate including any part thereof for the time being unsold to observe and perform the restrictive and other covenants and stipulations set out in the Third Schedule hereto and to pay the proper charges of the Vendor and its professional advisers in connection with any application for any consent referred to therein whether or not such consent is given
- 3.2 The Purchaser hereby covenants with the Vendor that he will indemnify and keep indemnified the Vendor against all damages costs and any other liabilities resulting from any non-observance or non-performance by the Purchaser of any covenants stipulations restrictions and any other matters relating to the Plot contained mentioned or referred to in the Property and Charges Registers of the above title
- 3.3 The Purchaser further covenants with the Vendor and separately with the owner or owners from time to time of each respective part of the Estate to pay and contribute with other users thereof a fair proportion of the cost of maintaining repairing renewing and (where appropriate) cultivating:-
  - 3.3.1 all party walls and other walls and structures common to the Plot or the Dwellinghouse or any part or parts thereof and any adjoining or adjacent buildings or any part or parts thereof
  - 3.3.2 all Service Installations laid in or under and across the Estate and to which the services of the Dwellinghouse connect

### **THE THIRD SCHEDULE**

- (1) At all times hereafter to maintain and keep in repair the fence on the sides of the Plot marked "T" (if any) within the boundary of the Plot on the Plan
- (2) At all times hereafter to maintain and keep in repair any wall or other boundary structure growth fence on the sides of the Plot marked "T" (if any) within the boundary Plan
- (3) Until the expiration of 12 months from when the Vendor completes the sale of the last plot on the Estate:

- (a) no building in addition to the Dwellinghouse or any extension or alterations thereto should be erected or made other than one greenhouse or conservatory or garden shed in the back garden (if any) of the Plot without the consent in writing of the Vendor (such consent not to be unreasonably withheld or delayed) .
  - (b) no board placard or notice relating to the sale or letting of the Plot or the Dwellinghouse shall be displayed upon the Plot or the Dwellinghouse
  - (c) no caravan boat or trailer shall be parked on the Plot nor within the curtilage of the Estate without the consent in writing of the Vendor (such consent not to be unreasonably withheld or delayed)
  - (d) no posts wires works aerials satellite dish or apparatus for reception or transmission of radio or television signals (save a normal domestic aerial for television and radio reception) shall be erected set up or attached to the Plot or the exterior of the Dwellinghouse without the consent in writing of the Vendor (such consent not to be unreasonably withheld or delayed)
  - (e) no alterations to the windows external walls or structure of the Dwellinghouse shall be made nor shall any change in appearance of the same be made
- (4) Nothing shall be done permitted or suffered on the Plot that shall obstruct or otherwise interfere with the access and user of light and air to and for the remainder of the Estate or which shall cause the same to fall below the quality thereof now enjoyed by the Estate
  - (5) Not to erect on the Plot or any part thereof any building or structure within 3 metres measured horizontally from the centre line of any sewer to be adopted by the Local Drainage Authority as a sewer maintainable at the public expense without the consent of the said Local Drainage Authority
  - (6) Not to carry on any trade business or manufacture upon or in the Dwellinghouse or the Plot nor to use the same for any purpose other than or in connection with a private dwelling
  - (7) Not to allow any garden land comprised within the Plot to become untidy but to cultivate and maintain the same in good and tidy order and condition and no. trees shrubs or landscaping now standing or afterwards planted by the Vendor on the Plot or any part thereof pursuant to. any landscaping scheme required by the Local Planning Authority shall be cut down or in any way interfered with without the prior written consent of the Local Planning Authority and the Purchaser will also ensure that any plant which dies becomes diseased or is removed within five years of the date hereof whether as a result of neglect or otherwise will immediately be replaced in the next planting season
  - (8) No clothes or other objects shall be hung or exposed in the front garden of the Dwellinghouse and Plot
  - (9) No gates fences walls or other means of enclosure shall be erected or constructed beyond the foremost part of any wall of the Dwellinghouse which fronts a highway
  - (10) Not to do or suffer to be done upon the Plot anything which may be an annoyance damage or disturbance to the owners lessees tenants or occupiers of any adjoining land

- (11) Not to do or suffer to be done upon the Plot anything which may result in a breach of any condition contained within any planning permission or permissions relating to the development of the Estate
- (12) Not to park or keep or permit to be parked or kept any motor car wheeled vehicle or other form of transport on the Plot or any either part of the Estate except that this covenant shall not prevent (i) the parking of a domestic private motor vehicle or vehicles which is or are of a roadworthy nature and in regular use in or upon any garage parking space or driveway comprised within the curtilage of the Plot (ii) the temporary loading or unloading of articles being delivered to or collected from the Plot and (iii) allowing passengers to alight or board
- (13) Save in cases of emergency or where of a minor nature not to carry out any repairs and / or maintenance to any motor vehicle when parked in accordance with clause 12 (i) of this Schedule