Dated 7TH FEBRUARY 2003

WREXHAM COUNTY BOROUGH COUNCIL (1)

CASTLEMEAD DEVELOPMENTS LIMITED (2)

AND

NATIONAL WESTMINSTER BANK PLC (3)

AGREEMENT

Pursuant to Section 106 of the
Town and Country Planning Act 1990
in respect of the provision
of public open space at Hermitage Park,
Wrexham

B Edwards
Chief Legal and Administration Officer
Wrexham County Borough Council
Guildhall
P O Box 1284
Wrexham
LL11 1WF

LP/CAN/PL000475

THIS DEED is made the 7TH day of FEBRUARY Two thousand and three

BETWEEN WREXHAM COUNTY BOROUGH COUNCIL of the Guildhall P O Box 1284 Wrexham LL11 1WF (hereinafter called "the Council") of the first part **CASTLEMEAD DEVELOPMENTS LIMITED** whose registered office is situate 33 Grosvenor Road, Wrexham, LL11 1BT (hereinafter called "the Owner") of the second part and **NATIONAL WESTMINSTER BANK PLC** whose registered office is situate at 41 Lothbury London EC2P 2BP (hereinafter called "the Mortgagee") of the third part.

WHEREAS

(1) The Council is the local planning authority within the meaning of the Town and Country Planning Act 1990 (hereinafter called "the Act") for the area in which the land described in the First Schedule hereto (hereinafter called "the Land") is situate and by whom the obligations contained in this Deed are enforceable.

(2) The Owner is the owner in fee simple in possession subject to the legal charge next herein mentioned but otherwise free from incumbrances of the Land .

(3) By a legal charge contained in a debenture dated 3rd day of October 1996 and a legal charge dated 6th day of July 2001 and made between the Owner of the one part and the Mortgagee of the other part the Land was charged by way of legal mortgage to the Mortgagee.

(4) The Mortgagee has agreed to join in this deed in the manner hereinafter appearing.

(5) By an application dated 15 March 2002 which has been allocated code number P/2002/0277 (hereinafter called "the Application") application has been made to the Council for planning permission for the development specified in the Second Schedule hereto (hereinafter called "the Development") on the Land.

(6) The Council has decided to grant planning permission for the Development subject to conditions (hereinafter called "the Planning Permission") in accordance with the Application subject to the execution of this Deed without which planning permission for the Development would not have been granted.

NOW THIS DEED which is made in pursuance of Section 106 of the Town and Country Planning Act 1990 **WITNESSETH** as follows:-

1 **THE Owner** hereby covenants with the Council to perform the obligations (hereinafter called "the Obligation") set out in the Third Schedule hereto and the Mortgagee hereby covenants with the Council to perform that part of the Obligation which is designated "(i)" in the Third Schedule

2 **The Mortgagee** consents to the entry into the Obligation by the Owner and declares that its rights and interest in the Land as Mortgagee shall take effect subject to the Obligation.

3 **Nothing in this Deed** shall oblige the Council to expend the sum of money referred to in the Obligation or any other specific sum upon the maintenance of the public open space provision at the Development or upon any particular area of public open space and the expenditure of the said sum shall be at the sole discretion of the

Council in relation to the time when and the location or locations in respect of which it shall be disbursed.

4 **It is hereby agreed** and declared as follows:-

(i) The Obligation is a planning obligation for the purposes of Section 106 of the Act

(ii) The Obligation relates to the Land

(iii) The Obligation is enforceable by the Council as local planning authority.

(iv) The Council will issue the Planning Permission to the applicant who made the Application on completion of this Deed.

(v) The expressions "the Council" "the Mortgagee" and "the Owner" shall include their respective successors in title and assigns except for the owner or owners of any completed dwelling standing upon the Land.

(vi) No party hereto shall be liable for a breach of the Obligation after they shall have parted with all interest in the Land but this provision shall not affect any liability of such party in respect of any antecedent breach of the Obligation in existence at the time such party disposes of such interest.

(vii) The Obligation shall take effect upon a date which shall be specified by the party intending to implement the Planning Permission in a written notice served upon the Council as the date upon which the Development is to be commenced (such notice to be served not less than seven days before such date).

(viii) If the party intending to implement the Planning Permission fails to serve the notice referred to in (vii) before commencement of the Development the Obligation shall take effect upon the actual date upon which the Development is begun within the meaning of Section 56 of the Act (as amended).

(ix) In the event that no notice is given pursuant to (vii) above and the Development pursuant to the Planning Permission is not commenced as defined in (viii) above then this Deed shall be of no effect and shall in the event of the Owner and the Mortgagee entering into a subsequent agreement pursuant to Section 106 of the Act which is stated therein to supercede this Deed this Deed will upon the date of execution of such subsequent agreement be of no further force and effect.

(x) The Obligation is a local land charge and shall be registered as such.

(xi) This Deed will not prevent the Council from exercising its statutory powers under any legislation.

(xii) If that part of the Obligation which is designated "(ii)" in the Third Schedule hereto does not fall to be performed within two years of the date of this Deed the sum specified in such part of the Obligation shall be increased in proportion to the increase in the Index of Retail Prices maintained by the Office of National Statistics between the date of this Deed and the date that such part of the Obligation falls to be performed.

(xiii) The parties to the transfer by way of which that part of the Obligation which is designated " (i)" in the Third Schedule hereto is performed shall bear their own legal costs in connection with such transfer.

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(xiv) The Owner will pay to the Council on the date hereof the sum of three hundred and fifty pounds (£350) representing the Council's legal costs of the preparation of this Deed.

5 **Notwithstanding** the terms contained herein the parties hereto agree that the Mortgagee shall only be liable for any breach of any of the provisions of this agreement during such periods (if any) as it is a mortgagee in possession of the Land and then only if it shall have caused such breach to have been occasioned and provided further for the avoidance of doubt that it shall not in any event be liable for any breach of this agreement arising prior to it becoming a mortgagee in possession of the Land regardless of whether or not such pre-existing breach shall continue for any period during which it is a mortgagee in possession of the Land but provided further that nothing in this provision shall affect the Mortgagee's covenant contained in paragraph 1 hereof.

6 **The Council undertakes** with the Owner that forthwith upon the compliance by the Owner with the Obligation the Council will apply to the Chief Land Registrar for entry of the Council as registered proprietor of the public open space at the Development on the registers of title in accordance with Section 19 (1) of the Land Registration Act 1925 (as amended).

IN WITNESS WHEREOF the Council has caused its Common Seal to be hereunto affixed the Owner has duly executed this agreement as a deed and the Mortgagee (acting by its attorney) has executed this deed the day and year first before written

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FIRST SCHEDULE

("the Land")

ALL THAT piece or parcel of land situate off Bedevere Court and Valley Way, Wrexham in the County Borough of Wrexham which is for the purpose of identification only but not further or otherwise delineated and edged red on the plan annexed hereto and forms all or part of titles registered at H M Land Registry in the name of the Owner with title absolute under title numbers WA805988 and WA986263.

SECOND SCHEDULE

("the Development")

"To erect 5 No. two storey four/five bed. detached houses and attached/detached garages, new shared private drive"

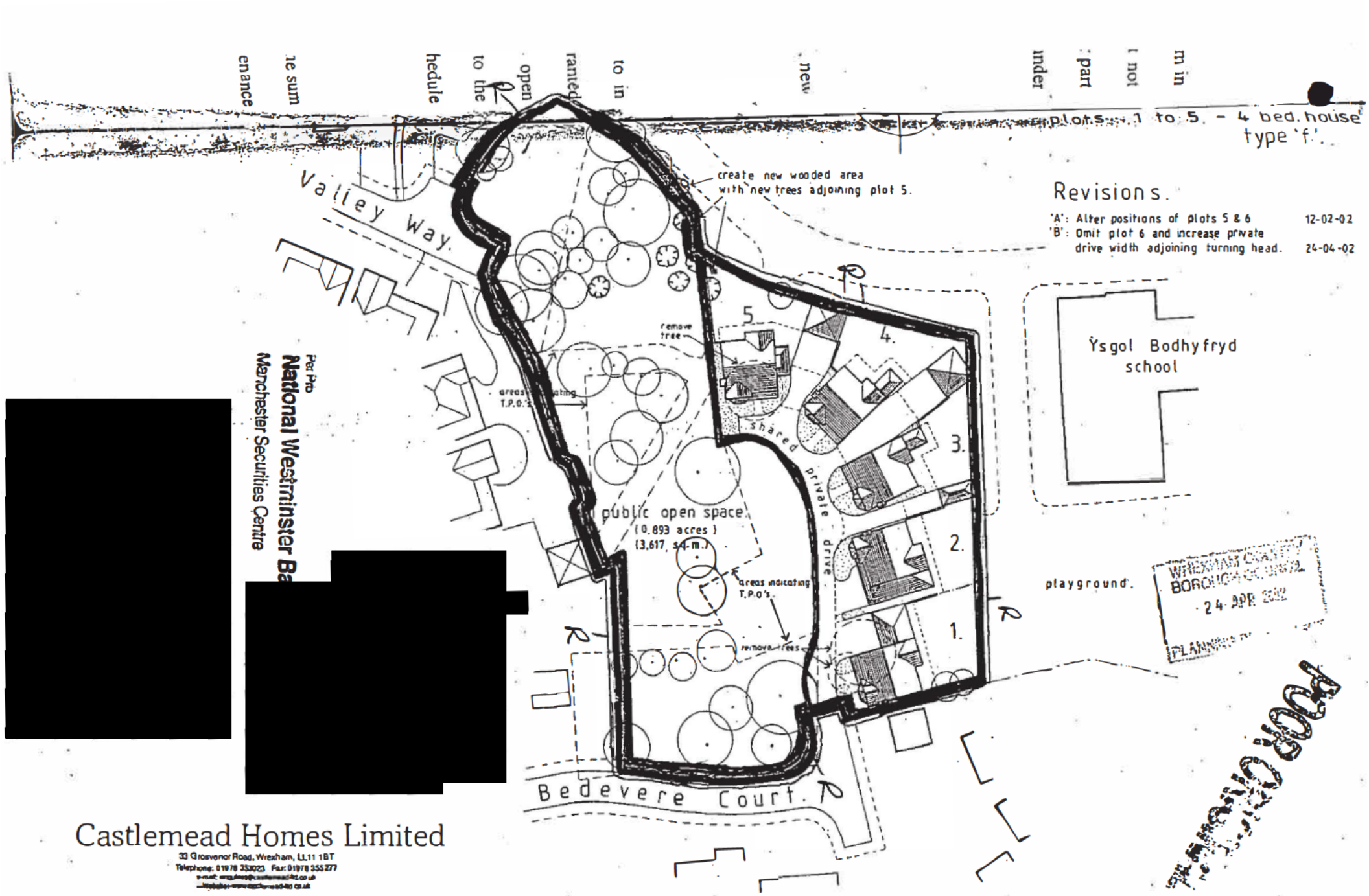
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THIRD SCHEDULE

("the Obligation")

(i) Within 21 days of the end of the said period of one year referred to in Condition number 2 subject to which the Planning Permission will be granted to execute a transfer (hereinafter called "the Transfer") of the public open space edged green on the plan annexed hereto on the Development to the Council in a form including the provisions set out in the Fourth Schedule hereto for the consideration of (£1.00) which shall actually be paid.

(ii) Upon the date of completion of the said Transfer to pay to the Council the sum of £1,800 being a commuted sum representing the cost of future maintenance of the public open space at the Development.



Revisions.

'A': Alter positions of plots 5 & 6 — 12-02-02

'B': Omit plot 6 and increase private drive width adjoining turning head. — 24-04-02

WREXHAM COUNTY BOROUGH COUNCIL
24 APR 2002
PLANNING

[redacted]

Per Pro
National Westminster Ba
Manchester Securities Centre

[redacted]

Castlemead Homes Limited
33 Grosvenor Road, Wrexham, LL11 1BT
Telephone: 01978 353023 Fax: 01978 355277

• Land at : Hermitage Park , Wrexham • **site plan** • Scale 1:500 • Date Jan. 02 . • Dwg.no: H.P. 03. • Rev. 'B'

FOURTH SCHEDULE

(Provisions to be incorporated in the Transfer)

(a) A covenant by the Council that the said public open space on the Development shall not be used otherwise than as open space for the public amenity and that the same shall remain unfenced (such covenant to bind each and every part of the public open space for the benefit of the remainder of the Land and each and every part thereof).

(b) A covenant by the Council to maintain the said public open space in a condition fit for use as such (such covenant to bind each and every part of the public open space for the benefit of the remainder of the Land and each and every part thereof).

(c) The provisions by way of exception and reservation which are set out in the Fifth Schedule hereto subject to the proviso that the provisions shall not materially restrict prejudice or detrimentally affect any of the landscaping planting, amenity works or vegetation upon the said public open space.

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FIFTH SCHEDULE

(The exceptions and reservations)

Such of the provisions of the standard form of transfer (a copy whereof is annexed hereto) which will be entered into by the Owner in respect of the sale of the dwellings on the Development as are appropriate and necessary and relate to matters which actually affect the public open space on the Development.

THE COMMON SEAL of
WREXHAM COUNTY BOROUGH COUNCIL
was hereunto affixed in the presence of:-

[redacted]

Director of Corporate Services

12/03

[redacted]

[redacted]

EXECUTED AND DELIVERED as a deed by CASTLEMEAD DEVELOPMENTS LIMITED acting by ALLAN JONES and PHILIP HAMMOND a director and the secretary or two directors in the presence of

[redacted]

SIGNED as a deed by [redacted]

as the attorney and on behalf of
NATIONAL WESTMINSTER BANK PLC

in [redacted]

Bank Official

National Westminster Bank Plc
Manchester Securities Centre
PO Box 339, Floors 14 & 15
Lowry House, 17 Marble Street
Manchester M60 2AH

CERTIFICATE

As solicitors for the Owner (as defined in the within written deed) we hereby certify that Recital (2) thereof is correct

[redacted]

Signed.....Dated 7TH FEBRUARY 2003
Walker Smith and way
Solicitors
The Old Registry
23 Chester Street
Wrexham
LL13 8BG

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ransfer of part registered title(s)

HM Land Registry

TP1

ou need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Stamp Duty

lace "X" in the box that applies and complete the box in the appropriate certificate.

[ ] It is certified that this instrument falls within category [ ] in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

[X] It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

£ 250,000.00

[ ] I/We hereby certify that this instrument is exempt from stamp duty by virtue of the provisions of Section 92 of the Finance Act 2001

2. Title number(s) out of which the Property is transferred *(leave blank if not yet registered)*

WA687912, WA805988 AND WA986263

3. Other title number(s) against which matters contained in this transfer are to be registered *(if any)*

4. Property **transferred** *(Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)*

Plot on the Transferor's development at Bedevere Court, Hermitage Park, Wrexham

e Property is defined: *(Place "X" in the box that applies and complete the statement)*

[ ] on the attached plan and shown *(state reference e.g. "edged red")*

[X] on the Transferor's filed plan and shown *(state reference e.g. "edged and numbered 1 in blue")*

5. Date

6. Transferor *(give full names and Company's Registered Number if any)*

Castlemead Developments Limited
33 Grosvenor Road,
Wrexham. LL11 1BT
(Registered Number: 250164)

7. Transferee **for entry on the register** *(Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos. use an SC prefix. For foreign companies give territory in which incorporated.)*

ess otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended **address(es) for service in the U.K.** *(including postcode)* **for entry on the register**

Plot Bedevere Court, Hermitage Park, Wrexham

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9. **The Transferor transfers the Property to the Transferee.**

Crown copyright (ref: LR/SC.3)

10. Consideration *(Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.)*

[X] The Transferor has received from the Transferee for the Property the sum of *(in words and figures)*

[ ] *(insert other receipt as appropriate)*

[ ] The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with *(Place "X" in the box which applies and add any modifications)*

[X] full title guarantee [ ] limited title guarantee

12. Declaration of trust *Where there is more than one transferee, place "X" in the appropriate box.*

[ ] The Transferees are to hold the Property on trust for themselves as joint tenants.

[ ] The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.

[ ] The Transferees are to hold the Property *(complete as necessary)*

13. Additional Provisions

1. *Use this panel for:*
   - *definitions of terms not defined above*
   - *rights granted or reserved*
   - *restrictive covenants*
   - *other covenants*
   - *agreements and declarations*
   - *other agreed provisions*
   - *required or permitted statements, certificates or applications.*
2. *The prescribed subheadings printed in the form as set out in Schedule 1 to the Land Registration Rules 1925 may be inserted, added to, amended, repositioned or omitted.*

In this Transfer:

13.1 The expressions used in this Transfer are defined in CS1 entitled "Definitions" and have the meanings specified

MATTERS BENEFITING THE PROPERTY AND TRANSFEREE:

13.2 The Property is transferred together with the Rights for the Transferee which are exercisable in common with the Transferor and all others similarly entitled

13.3 The Transferor covenants with the Transferee:

13.3.1 That it will construct or secure the construction of the Accessway to the specification of the appropriate authority and will maintain and keep the same in good repair (so far as this is practicable and consistent with the development of the Estate) until the last of the plots upon the Estate have been sold when this liability shall cease

13.3.2 That it will transfer to the Purchasers Plots 1,2,3 and 4 such part of the Accessway that is co-extensive with those plots

13.3.3 That it will construct the Estate Sewers to the satisfaction of the appropriate authority and will maintain in good order and repair

13.3.4 To observe and perform the covenants contained mentioned or referred to in the Charges Register of the Title Number so far as they relate to the Estate but it is agreed that the Transferor shall cease to be liable under the covenants once it has sold the last property upon its development

DECLARATIONS:

13.4 The Transferor and the Transferee HEREBY DECLARE the Declarations

MATTERS AFFECTING THE PROPERTY:

13.5 The Property is transferred SUBJECT TO:

13.5.1 The Exceptions and Reservations

13.5.2 The Covenants

13.5.3 (But also with the benefit of) the stipulations contained in this document subject to and with the benefit of which the Property is to be held by virtue of it forming part of the Transferor's development of the Estate

13.6 The Transferor and the Transferee apply to the Registrar to enter into the Register such of the provisions of this document as are capable of registration

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14. *The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.*

SIGNED AND DELIVERED as a Deed by the said TRANSFEROR acting by its Director and Secretary in the presence of:-

Director
Director/Secretary

[redacted]

Signature of witness .....
Name (in BLOCK CAPITALS) .....
Address .....

SIGNED AND DELIVERED as a deed by TRANSFEREE of in the presence of:

Sign here

Signature of witness .....
Name (in BLOCK CAPITALS) .....
Address .....

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HM Land Registry **CS**

1. Continued from Form TP1 Title number(s) WA687912 WA805988 WA986263

2. *Before each continuation, state panel to be continued, e.g. "Panel 12 continued ".*

Panel 13 continued
CS1
DEFINITIONS:

The following expressions used in this Transfer have the meanings given to them by this clause:

(1) "the Accessway" shall mean the land shown coloured yellow and hatched black on the Plan which forms or is intended to form the site of an access drive serving jointly and allowing access to the Property and any other property comprised in the Estate from Bedevere Court.

(2) "the Property" shall mean that property described in panel 4 with the house erected upon it and the postal address of which is inserted in panel 8

(3) "the Price" shall mean the sum of money paid for the Property expressed in words and figures in panel 10

(4) "the Plan" shall mean the plan attached signed by the parties

(5) "the Rights" shall mean those rights detailed in CS2 and headed "The Rights"

(6) "the Title Number" shall mean the Title Numbers set out in panel 2 of which the Property forms part or over which the Rights are granted or the Exceptions and Reservations made.

(7) "CS" shall mean the continuation Sheet attached to this TP1 and which are numbered sequentially and any continuance as indicated

(8) "the Charges Register" shall mean that register of the Title Number

(9) "the Declarations" shall mean the declarations detailed in CS4 and headed "Declarations"

(10) "the Exceptions and Reservations" shall mean those rights exceptions and reservations detailed in:

(a) CS3 and headed "The Exceptions and Reservations"

(b) The Property and Charges Registers of the Title Number (so far as they affect the Property)

(W:\PROPERTY\CLIENT\JML\BEDEVERE COURT TP1)

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Continuation sheet [ ] of [ ]

(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

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(Introduced 4/98)

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HM Land Registry **CS**

1. Continued from Form TP1 Title number(s) WA687912, WA805988, WA986263

2. *Before each continuation, state panel to be continued, e.g. "Panel 12 continued".*

CS1 continued

(11) "the Covenants" shall mean those covenants

(a) Contained in CS5 and headed "The Covenants"

(b) Detailed in the Charges Register (so far as they affect the Property)

(12) "the Estate" shall mean any property or land now or formerly belonging to the Transferor comprised in the Title Number and capable of being benefited by the provisions of this document and the development of the plots

(13) "the Estate Sewers" shall mean foul and surface water sewers of or affecting or benefiting the Estate at present and which serve the Property and which cross the Accessway and adjoining proposed public area space

(14) "the Panel" shall mean the panel appearing on form TP1 identified by number and which maybe referred to as such in this document

(15) "the Services" shall mean all drains channels Estate Sewers pipes wires cables water courses gutters downspouts sumps soakaways and other conducting media whatsoever for the supply of water gas electricity telephone and television and for the disposal of rainwater surface water and foul drainage

(16) "the Service Strip" shall mean the area of land and not forming part of the Property which is shown coloured green on the Plan

(17) "the Right of Entry" shall mean the right to enter with or without workmen where necessary upon giving 24 hours notice (unless it is an emergency when access is immediate) for the purpose of:

(a) To lay or make further connection with the Services (and thereafter to use them) but in a position first approved by the owner of the land in which the connection is to be made (the consent not be unreasonably withheld or delayed)

(b) Renewing maintaining cleansing inspecting repairing improving and enlarging any of the Services

(c) Renewing maintaining inspecting and repairing the Accessway in the event that there is default by those obligated to carry out such work under the terms of this Transfer

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Continuation sheet [ ] **of** [ ]

(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

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1. Continued from Form TP1 Title number(s) WA687912, WA805988, WA986263

2. *Before each continuation, state panel to be continued, e.g. "Panel 12 continued ".*

(c) Inspecting maintaining pointing repairing painting and renewing any building (including eaves downspouts gutters and overhangs) or boundary but only so far as this is absolutely necessary

The person exercising the rights causing as little inconvenience as is possible and making good any damage thereby occasioned so far as is practicable

(18) "the Transferor" shall mean the Transferor specified in panel 6 its successors in title the owners and occupiers for the time being of the Estate and with the consent of the Transferor the Utility

(19) "the Transferee" shall mean the person or persons detailed in panel 7 and shall include successors in title the owners and occupiers for the time being of the Property and the expression shall include the masculine feminine singular plural and neuter (where the context requires) and where two or more persons are referred to by that expression all covenants and agreements made by or with them shall be deemed to be made by or with them jointly and severally and if only one legal entity is referred to in panel 7 then that entity takes the Property absolutely and the declaration of trust provisions in panel 12 do not apply

(20) "Utility" shall mean any public or private company statutory undertaking or local authority supplying services such as gas electricity water telephone and other services as the Transferor decides upon in its absolute discretion and shall include the highway and sewering authorities

(21) "the Regulations" shall mean those conditions requirements and regulations imposed upon or required to be performed by the Transferor or Transferee by any Utility regulating authority or body supervising the proper construction and use of the Property and the Estate being in particular (but without limiting the generality of the words of this clause) those contained in any planning permission

(22) " "the Plots" shall mean the development of five houses upon the estate being plots 1 to 5 inclusive shown on the Plan

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1. Continued from Form TP1 Title number(s) WA687912, WA805988, WA986263

2. *Before each continuation, state panel to be continued, e.g. "Panel 12 continued ".*

Panel 13 continued

The Rights

1. The Rights to use in common with others subject to compliance with the Covenants:

(a) The Estate Sewers for the passage of water and sewage

(b) The Services passing in under or over the Estate

(c) A right of way with or without vehicles over and along the Accessway

2. The right of support and protection from any building erected on the Estate

3. The Right of Entry upon the Estate

4. The right of eavesdrop and overhang in respect of any roof which projects over another property now or formerly in the ownership of the Transferor

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Continuation sheet [ ] **of** [ ]

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HM Land Registry **CS**

Continued from Form TP1 Title number(s) WA687912, WA805988, WA986263

Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

Panel 13 continued

The Exceptions and Reservations

1. The right to use the Services passing through under or over the Property

2. The Right of Entry upon the Property

3. The right to enter upon the Property as and when necessary upon making prior appointment (but in the event of refusal or emergency access shall be immediate) to comply with the Regulations causing as little inconvenience as is possible and making good so far as is practicable any damage occasioned

4. The right to authorise and to grant any utility the rights and covenants required by them and to confirm those rights by Agreement Licence Wayleave or Deed of Easement upon the strict understanding that such documents will be produced to the Transferee by the Transferor as soon as is practicable who shall at his expense and as soon as possible arrange for registration of such documents at the Land Registry as affecting the title of the Property

5. The right in favour of the Utility for the benefit of its undertakings and each and every part thereof the full right and liberty for them and their officers servants workmen and agents and all persons authorised by it (within a period of eighty years from the date hereof which shall be the perpetuity period applicable hereto) to lay construct install maintain use inspect relay renew repair replace or remove underground cables conduits or pipes and ancillary equipment within and under the Property and to enter and be upon the Property with or without all necessary machinery plant vehicles and apparatus and to break up so much of the surface of the Property as is necessary from time to time for all or any of the purposes aforesaid doing as little damage as possible and backfilling any excavations so made and restoring the surface of the Property so broken up as soon as may be

6. The right to lift alter and relocate the position of the Estate Road Estate Sewer and the Services causing as little inconvenience to the Transferee as is possible making good the damage occasioned so far as is practicable

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Continuation sheet [ ] **of** [ ]

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HM Land Registry **CS**

Continued from Form TP1 Title number(s) WA687912, WA805988, WA986263

2. *Before each continuation, state panel to be continued, e.g. "Panel 12 continued ".*

Panel 13 continued

7. The right (but in favour of the Transferor and Utility only) to:

(a) Enter upon the Property and to lay and construct any sewer and thereafter to use it making good so far as is possible any damage caused

(b) Tie and key into the wall of any building forming a boundary of the Property

8. The right of support shelter and protection for any building at present upon or to be constructed upon the Estate

9. The right of eavesdrop and overhang in respect of any roof which projects over another property

10. A right of way with or without vehicles or on foot only (if appropriate) over and along the Accessway should it form part of the Property

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(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

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1. Continued from Form TP1 Title number(s) WA687912, WA805988, WA986263

2. *Before each continuation, state panel to be continued, e.g. "Panel 12 continued ".*

Panel 13 continued

The Declarations

1. The Transferee shall not by virtue of this deed acquire or be entitled to any easement or right of light or air which would prejudice the free use or enjoyment of the Estate for Building or other purposes and that any such rights shall be deemed to be had by the consent of the Transferor

2. Boundaries:

(a) Any boundary wall or fence or structure erected or to be erected or hedge planted by the Transferor which shall separate the Property:

(i) From the Estate shall after erection or planting be deemed to be party structures and be maintained accordingly unless it is

(1) a wall that forms part of any building erected upon the Property or the Estate or a boundary that adjoins the Accessway when it shall be owned and maintainable by the owner of that building or the Property

(2) a wall that retains any land or building in which case it shall be owned by the owner of the land or building retained

(b) With regard to any existing boundary structure the Transferor declares that it is unaware as to who owns the same

3. The Rights the Exceptions and Reservations all eaves spouts down and rainwater spouts systems passages the Services and all matters and things now used or intended to be used and enjoyed in common shall continue to be so used and enjoyed and shall be repaired and maintained at the joint and equal expense of those persons using the same

4. The Transferor and the Transferee shall cease to be liable upon their respective covenants after they have ceased to hold any legal estate in their properties other than in relation to any previous breach of covenant

5. Section 62 of the Law of Property Act does not apply to this deed and other than the rights contained in this document none are implied

6. Any dispute between the Transferor the Transferee or other owners upon the Estate shall be resolved by negotiation but in the event that agreement cannot be achieved shall be resolved by a surveyor agreed upon by the disputants but if an agreement cannot be achieved as to such appointment then any party in the dispute can request the President for the time being of the Royal Institute of Chartered Surveyors to make the appointment of a Surveyor, the decision of the Surveyor shall be final and binding on all parties and he shall have power to award costs against any disputant who in his reasonable opinion has acted unreasonably.

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HM Land Registry **CS**

1. Continued from Form TP1 Title number(s) WA687912, WA805988, WA986263

2. *Before each continuation, state panel to be continued, e.g. "Panel 12 continued ".*

Panel 13 continued

The Covenants.

1. No boats trailers or caravans shall be parked or be permitted or suffered to remain on the Property without first obtaining the consent of the Transferor whose decision shall be conclusive whilst the Estate is being developed but after it has been the consent will not be needed

2. No commercial vehicles shall be kept parked or permitted or suffered to be parked overnight on the Property unless this is an employment requirement of the Transferee where parking will be permitted unless the vehicle is a lorry of any size and descriptionas to cause nuisance to neighbours acting reasonably

3. The Property shall be used as a private dwellinghouse only but this restriction shall not prevent the Transferee working from home where that is unobtrusive and does not cause nuisance or annoyance to other owners upon the Estate acting reasonably

4. Not to allow the garden of the Property to become untidy.

5. No animals birds reptiles or livestock shall be kept or permitted or suffered to be kept on the Property except recognised domestic pets properly housed and kept under control

6. Boundaries:

(a) The Transferee will at all times maintain and keep in good condition the fences walls or hedges on the Property
(i) any on the Property as are a requirement of the Regulations
(ii) any that retains and supports the Property

(b) The Transferee will contribute equally with the owner of the adjoining property to the cost of maintaining the shared boundary structures

(c) Subject to the Regulations no fence hedge or wall separating the Property from the Estate shall exceed 1.8 metres in height and in the case of a wall erected after the date hereof the bricks used shall be the same as those used in the dwellinghouse.

(d) No wall or fence or hedge shall be erected at the front of the Property and it shall be maintained as open plan unless there is joint agreement between the adjoining owners and it is permitted under the Planning Permission.

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1. Continued from Form TP1 Title number(s) WA687912, WA805988, WA986263

2. *Before each continuation, state panel to be continued, e.g. "Panel 12 continued ".*

Panel 13 continued

(e) The Transferee shall not interfere in any way with a boundary structure not forming part of the Property

(f) Where the boundary of the Property adjoins the Accessway the Transferee shall not allow plant or grass to so overgrow as to impede the right of way

7. Nothing will be done or refused to be done by the Transferee which will result in breach of the Regulations

8. Not to build over the Services without first obtaining the consent of the Transferor and the appropriate building regulations consent and consent from the Utility

9. To keep the Services drains and sewers serving the Property exclusively in good repair and condition and free from seepage

10. Accessway:
(a) Not to obstruct the Accessway and to pay to its owners a fair proportion according to use of the cost of his maintaining the same in good repair and condition jointly with the co-users and in the event that the Transferee is the part owner of the Accessway then subject to receiving contributions from its users as to maintenance he will maintain part owned in accordance with this covenant and not allow it to fall into disrepair

(b) Not to erect any boundary structure within one metre of the Accessway without first obtaining the consent of its owner

11. Not to erect a garage on the Property other than that of materials to match that of the dwellinghouse

12. The Transferee will in respect of the Services PAY equally with those with whom they are shared the cost of maintaining them in good repair and condition

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2. *Before each continuation, state panel to be continued, e.g. "Panel 12 continued ".*

Panel 13 continued

13. Whilst the Transferor is developing the Estate and owns any plots upon it no alterations shall be made to the appearance of the building erected on the Property or any structure placed on it except in accordance with plans elevations and a schedule of materials first approved in writing by the Transferor (such approval not to be unreasonably withheld or delayed) the Transferee paying the Transferor's reasonable costs in providing such consent

14. Nothing will be done or refused to be done by the Transferee which will result in:

(a) Breach of the Regulations

(b) The sales by the Transferor of the remainder of the Estate being adversely affected and the opinion in this matter of the Transferor is to be conclusive and in the event that the Transferee is in breach of this covenant he will carry out such works and execute such documents as are required to remedy that breach

15. Whilst the Transferor is developing the Estate and owns any plots upon it not to have any satellite dish at the Property without first obtaining the consent of the Transferor whose decision is to be conclusive

16. No noisy offensive or dangerous trade or pursuit shall be made or carried out on the Property nor any trade or pursuit which may be or become in any way a nuisance annoyance or danger to the other owners upon the Estate

17. In respect of the Service Strip abutting the Property (if any) to maintain this unbuilt upon as a grassed area for vehicular access over the Accessway to the property.

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