

12.4 Restrictive covenants by the Transferee

The Transferee to the intent and so as to bind the Property into

whosoever hands the same may come but not so as to be personally liable after he shall have parted with all interest therein hereby covenants with the Transferor and subject to the right herein referred to of the Transferor to withdraw waive release or vary covenants stipulations and conditions as a separate covenant with every other person who is now the owner of any part of the remainder of the Estate for the benefit of the remainder of the Estate and of adjoining land owned by the Transferor and each and every part thereof to observe and perform the restrictive covenants set out below:

- 12.4.1 Not within a period of 5 years from the date hereof to make any structural external alterations whatsoever to the dwelling and garage (if any) forming part of the Property nor to erect any buildings or structures whether of a permanent or temporary nature upon the Property except in accordance with plans previously submitted to and approved in writing by the Transferor (which approval the Transferor reserves the right to withhold) and to pay the reasonable and proper costs of the Transferor in connection with any such application, save that this shall not preclude a garden shed or greenhouse in the rear garden of any dwelling thereof having a floor area not exceeding 4.5 sqm.
- 12.4.2 Not at any time hereafter to erect any fences or walls or other structures or to use the land forming the front part of the curtilage of any dwellings now or in the future erected on the Property otherwise than as an ornamental garden and to keep such garden neat and tidy at all times.
- 12.4.3 No buildings now or hereafter erected on the Property or any part thereof shall each be used for any purpose whatsoever other than as a single private dwelling and outbuildings belonging thereto (and for the avoidance of doubt but without prejudice to the generality of the foregoing not to occupy or permit any dwellings now or in the future erected on the Property to be occupied in any manner as would fall within the definition of a house in multiple occupancy set out in the Housing Act 2004).

12.4.4 Not to:-

12.4.4.1 keep or stand a caravan boat trailer or any other vehicle or craft of any sort upon any part of the Property Provided Always that the parking of a fully taxed and MOT'd private motor vehicle in any garage erected on the Property or on parking spaces or on private drives of any dwellings now or in the future erected on the Property shall not be a breach of this covenant;

12.4.4.2 park or allow to be parked any motor vehicle adapted for sleeping or any commercial vehicle exceeding 800kg pay load on any part of the Property or the Estate;

- 12.4.4.3 use any garage constructed on the Property or any part of it for any purpose other than for the parking of a fully taxed and MOT'd private motor vehicle or motorcycle or keeping of items of a domestic or horticultural nature;
 - 12.4.4.4 do or permit or suffer to be done on the Property anything which may be or become a nuisance or annoyance or may cause damage to the Transferor or to the owners or occupiers of any adjoining or neighbouring land;
 - 12.4.4.5 do upon the Property or the Estate anything which prevents or delays the adoption by the highway authority of the road and/or footpath upon which the Property abuts.
- 12.4.5 Not at any time hereafter to erect any building or structure (permanent or temporary) nor to plant any trees or shrubs (other than grass plants and flowers of minimal value) on or over the Property within three metres measured horizontally from the centre line of any sewer or shared attenuation system being maintained by a management company laid under the Property or service strip or any adjoining part of the Estate nor to cause or allow any obstruction of access to such sewer or service strip by workmen and all necessary plant and equipment Provided that this shall not preclude the Transferee from erecting boundary fences which do not lie across manholes or ventilating shafts serving the said sewers.
- 12.4.6 No fence hedge screen or wall (other than the wall of any approved building) exceeding the height of 2 metres shall be placed or erected or permitted to grow on any part of the Property.
- 12.4.7 No aerials or satellite dishes shall be allowed to be erected in the garden or to be placed on the front elevations of any dwellings or any other buildings now or in the future erected on the Property.
- 12.4.8 No part of the land lying to the front of any dwelling now or hereafter erected on the Property or any part of it shall at any time be used:
- 12.4.8.1 for the purpose of drying any clothes or other materials and no washing or articles of clothing shall be hung out of any window of any building for the time being erected on the Property nor shall the same be hung out or exposed other than on a washing line or drier situated in the rear garden (if any) of any dwelling;
 - 12.4.8.2 for the storage of rubbish or building material;

- 12.4.8.3 for the erection of any sheds or buildings.
- 12.4.9 Not at any time to obstruct or interfere with any highway sight lines affecting the Property in any way whatsoever or to do anything whereby the Transferor (or any other party obligated to do so) may be prevented from complying with its obligations under any agreement with the local authority under the provisions of Section 38 of the Highways Act 1980.
- 12.4.10 Not without the previous written consent of the Transferor and the Company to display or allow to be displayed anywhere on any external part of any buildings now or in the future erected on the Property or through any window of the buildings on the Property any placard sign notice poster or other advertisement for the sale of the Property while the Transferor and the Company is still marketing new plots sales on the Estate.
- 12.4.11 Not at any time to obstruct or interfere with any rights of way excepted and reserved out of the Property.
- 12.4.12 Not at any time to create or permit to be created any means of access through any boundary wall separating the Property from the adopted highway without planning permission and/or written confirmation from the relevant authorities.
- 12.4.13 Not to remove damage undermine interfere with or do anything to compromise the structural stability of any bank hedges or other landscape features which form part of the Property.
- 12.4.14 No poultry or livestock other than usual domestic pets shall be kept on the Property or any part thereof and which shall not in any event cause a nuisance or annoyance to any adjoining or neighbouring owner or occupier.
- 12.4.15 Not at any time to change the external colour finish of any parts of any dwelling erected on the Property from time to time as are rendered to any colour other than the colour finish applied when such dwellings are first constructed.
- 12.4.16 Not to do upon the Property or the remainder of the Estate anything which prevents or delays the adoption by the highway authority of the Estate Roads.

12.4.17 Not to remove, close, obstruct or otherwise interfere or permit the removal, closer, obstruction or interference with any Hedgehog Gate located within any boundary fence separating the Property from any other property on the Estate or any other property abutting the Property and to retain and maintain any Hedgehog Gate located within any boundary fence belonging to the Property in accordance with the requirements of the local planning authority.

12.4.18 Not to remove, close, obstruct or otherwise interfere or permit the removal, closer, obstruction or interference with any Bat Box located within any building (or any part thereof) upon the Property and to retain and maintain any such Bat Box in accordance with the requirements of the local planning authority.

12.4.19 Not to remove, close, obstruct or otherwise interfere or permit the removal, closer, obstruction or interference with any Bird Box located within any building (or any part thereof) upon the Property and to retain and maintain any such Bird Box in accordance with the requirements of the local planning authority.

12.5 Estate Roads and Footpaths

12.5.1 The Company hereby covenants with the Transferee that the Company will at its own cost construct and make up the Estate Road and adjacent verges on the Estate in a proper and workmanlike manner and will kerb and complete the same according to the requirements of the highway authority and will maintain the Estate Road and adjacent verges until the same are adopted and taken over by the highway authority and will at all times hereafter indemnify the Transferee from and against all costs charges claims and demands in respect of the making up and maintenance of the same.

12.5.2 The Company hereby covenants with the Transferee that the Company will at its own cost construct the Estate Sewers serving the Property in a proper and workmanlike manner and complete the same according to the requirements of the sewerage undertaker for the area within which the Property is located and will maintain the Estate Sewers until the same are adopted and taken over by the sewerage undertaker and will at all times hereafter indemnify the Transferee from and against all costs charges claims and demands in respect of the construction and maintenance of the same until adoption.

12.5.3 The Company hereby covenants with the Transferee that the Company will at its own cost construct the Private Surface Water System serving the Property in a proper and workmanlike manner.

12.5.4 The Company hereby further covenants with the Transferee to enter into (as developer) any agreements required (and which by the date hereof have not been entered into) for the adoption of the Estate Roads and Estate Sewers serving the Property related to covenants given by the Company pursuant to paragraph 12.5.1 and paragraph 12.5.2 respectively.

12.5.5 The Transferor hereby covenants with the Company and the Transferee to enter into (as landowner only) any agreement required (and which by the date

hereof have not been entered into) for the adoption of the Estate Roads and Estate Sewers serving the Property.