

THIRD SCHEDULE

Covenants by the Transferee

THE Transferee hereby covenants so as to bind the Property into whomsoever hands the same may come with the Transferor and also (subject to the power of the Transferor to release or vary as hereinafter contained) as a separate covenant with every other person who is now or may become the owner of any part of the Estate that he the Transferee will at all times hereafter observe and perform the covenants as set out below

1. To pay a reasonable proportion according to use of the expense of repairing replacing renewing and cleansing all Service Installations and Private Accesses (if any) and other things the use of which is common to the Property and any adjoining land on the Estate (so far as the same are not maintainable by any local or other authority) such proportion in the case of dispute to be conclusively determined by the Transferor and not at any time to cause damage to any of the said Service Installations or things used in common
2. Not to erect any building or structure on the Property nor to erect or make any extension or alteration to the exterior of the dwelling thereon without having first obtained:-
 - (a) the consent of the local authority under the Town and Country Planning Acts and Building Regulations for the time being in force and
 - (b) the consent of the relevant local authority or statutory undertaker within whose area the same is located in respect of land within three metres measured horizontally from the centre line of an adopted or adoptable sewer and
 - (c) the approval of the Transferor (such approval not to be unreasonably withheld or delayed) to the plans elevations and specification of any such building structure extension or alteration to be carried out within five years of the date hereof (the application for approval to be accompanied by the reasonable fee set from time to time by the Transferor in respect of such application)
3. Not to use any dwellinghouse situated within the Property except as single private dwellinghouses provided that the use of the Property for the provision of affordable housing shall not be considered a breach of this covenant
4. To maintain in good repair and condition any existing gates boundary walls fences hedges or other such boundary feature (if any) marked with a letter "T" inwards on Plan 1 and any other fence wall erected or to be erected by the Transferor within the boundaries of the Property and when necessary to replace and renew the same
5. To maintain any part or parts of the Property which lie in front of the building line of the dwellings on the Property and/or outside the screen fence erected or to be erected on the Property as gardens entrances driveways and accessways (including any parts of the Private Accesses comprised in the Property) (as appropriate) and not without the previous consent in writing of the Transferor (such consent not to be unreasonably withheld or delayed) and the local planning authority to:-
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 - (a) erect or place thereon any building walls fences hedges or posts
 - (b) cut down or damage or allow or permit to be damaged or except in the course of good husbandry to cut lop or trim any tree now growing or to be planted by the Transferor upon the Property or on any adjoining land on the Estate
 - (c) move any screen fence or wall erected by the Transferor
6. Not to park or permit to be parked on the Property or the Estate any commercial vehicle caravan

house on wheels boat or trailer whatsoever except that:-

(a) light motor vans (having an axle weight of no more than 1.5 tonnes) may be parked in the garage or upon any drive forming part of the Property; and

(b) vehicles delivering or collecting goods may be parked temporarily but in no event may goods vehicles lorries or similar vehicles be parked or allowed to remain on the Property or the Estate overnight

7. Not to carry on any trade or business on the Property provided that office work at the individual dwellings on the Property which is not inconsistent with residential occupation shall be permitted (and for the avoidance of doubt the use of dwellings on the Property as affordable housing shall not be a breach of this covenant)

8. To keep any land drains and silt chambers in or under the Property in good working order free from obstruction

9. To ensure that nothing shall at any time be done on the Property or the Estate that shall be or become

a nuisance annoyance disturbance or injury to any part of the Estate or its occupiers

10. Not to obstruct place allow any obstruction to remain on or to render access or maintenance more

difficult to the Estate Roads or the Private Accesses (if any)

11. Not to do anything in or upon the Property which would contravene any relevant conditions contained in any planning permission granted to the Transferor to enable the Transferor to develop the Estate including without prejudice to the generality of the foregoing any landscaping scheme carried out or to be carried out by the Transferor pursuant thereto

12. Not without the prior consent in writing of the Transferor (such consent not to be unreasonably withheld or delayed) to erect place exhibit or display any notice sign board hoarding or similar device

for or relating to the sale or letting of the land and/or dwellings hereby transferred until the last plot on the Estate has been sold

13. (a) Not to transfer the freehold title to the Property or any part thereof without contemporaneously with such transfer requiring the transferee thereof to enter into the Deed of Covenant

(b) That whenever the title to the Property or any part thereof devolves on any successor in title of the Transferee (save for the grant of any shared ownership lease assured tenancy or assured shorthold tenancy) such successor shall within seven days enter into the Deed of Covenant and notify the Management Company of such devolution of title

14. To pay the Maintenance Charge in accordance with the Fifth Schedule Part 1

15. To at all times hereafter duly observe and perform any restrictive and other covenants conditions

and stipulations contained or referred to in the registers of the title (save for positive covenants entered into by the Transferor pursuant to the Transfer dated 7 January 2020 made between (1) Lyndsay Elizabeth Shears and Michael Alistair Alden and (2) the Transferor, as varied by a Deed of 10

Variation dated 27 April 2021 made between the same parties)) above referred to so far as the same relate to the Property and are subsisting and capable of being enforced and to indemnify and keep indemnified the Transferor against all damages costs and any other liabilities resulting from any nonobservance

or non-performance thereof by the Transferee

16. In the event that an Estate Sewer passes through or within three metres of the Property (measured

horizontally from the centre line of such Estate Sewer) no Buildings other than Buildings erected by the Transferor shall be erected or constructed on over or within three metres (measure as aforesaid)

thereof unless the prior written consent of the relevant water company has been obtained

17. Not without the prior written consent of the Transferor to erect any external satellite dish or aerial

on any dwelling on the Property provided that the erection of a small domestic satellite dish will not require the Transferors consent provided it is placed on the chimney, gable wall or eaves, below the roof line of the relevant dwelling and does not cause a nuisance or annoyance to neighbouring properties

18. The Transferee shall if necessary and at the Transferor's cost grant to the relevant local authority statutory undertaker drainage authority or service company such easements wayleaves licences rights and privileges and enter into such covenants as they shall require in connection with the provision and maintenance of services usually provided or maintained for the benefit and advantage of the Estate and any part thereof provided that the same shall not interfere with the use and occupation of the dwellings on the Property

19. If the Transferor exercises the right to keep the front garden(s) of the dwellings on the Property in a

neat and tidy condition to pay on demand to the Transferor the proper and reasonable costs incurred

by the Transferor in carrying out such works.

20. Not to permit or suffer any refuse storage receptacles to be placed on the front garden(s) of the dwellings on the Property except on the collection days allotted by the relevant Local Authority from time to time

21. Not to use the Property or the Private Accesses (if any) for the repair or maintenance of motor vehicles

(with the exception of day to day repairs, for example changing a tyre or checking oil levels) and not to use the Property or the Private Accesses (if any) for the storage repair or maintenance of any caravan house on wheels boat or trailer (except a trailer kept in the garage of a dwelling on the Property) whatsoever

22. Notwithstanding the provisions of clause 2 of this schedule not at any time to erect upon the Property

or any part thereof any additional dwellinghouse whatsoever without the consent of the Transferor

23. The Transferee to the intent that the burden of this covenant may run with the Protected Strip and

so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the Apparatus and the Dominant Tenement and each and every part thereof capable of being so benefited or protected but not so as to render the Transferee personally liable for any breach of covenant committed after the Transferee has parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Water Company to observe and perform the following covenants:-

(a) Not to use or permit or knowingly suffer to be used the Protected Strip or any adjoining or adjacent land of the Transferee for any purpose that may:

(i) endanger injure or damage the Apparatus or render access thereto more difficult or expensive

(ii) adversely affect the quality of water or other matter therein or the free flow and passage thereof or means of communication along or through the same

(b) Without prejudice to the generality of the foregoing:-

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(i) not to erect construct or place any building wall or other structure or erection or any work of any kind whether permanent or temporary over or upon the Protected Strip Provided Always that this covenant shall not be deemed to prevent the erection of

boundary or other fences which are of an easily removable character

(ii) not to withdraw support from the Apparatus or from the Protected Strip

- (iii) not to undertake or cause or permit to be undertaken any piling or percussive works within the Protected Strip
- (iv) not to alter the ground levels within the Protected Strip
- (v) not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip
- (vi) not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty five degrees formed by the Apparatus and the street road pipe duct or cable PROVIDED that this prohibition shall not apply to an existing street road pipe duct or cable
- (c) To advise any tenant for the time being of the Protected Strip of the existence of the Apparatus and of this deed and its contents insofar as the same relate to the tenant's occupancy and enjoyment of the Protected Strip
- (d) The Water Company shall have the benefit of the right to enforce these rights and covenants pursuant to The Contracts (Rights of Third Parties) Act 1999
- (e) Notwithstanding the earlier exercise of the above rights or the earlier enforcement of the above covenants the Apparatus shall not vest in the Water Company until it has issued a vesting declaration vesting the Apparatus in itself pursuant to Section 102 of the Water Industry Act 1991