

TYPICAL NORTON GRANGE COVENANTS FOR INFORMATION PURPOSES ONLY

1 [PROPERTY SPECIFIC DETAILS, PLOT NUMBER, ORIGINAL PRICE]

- 2) ANY structure mutually separating the property hereby transferred and any other building not included in this Transfer shall be deemed a party wall severed vertically as provided by S 38 of the Law of Property Act 1925 and the respective owners of the severed parts of the wall shall contribute equally to all necessary repairs to that wall.
- 3) IN this Transfer unless the context otherwise requires
 - (a) The expressions - "the Transferor" and "the Transferee" shall include the persons respectively deriving title under them
 - (b) Where the Transferee includes more than one person every covenant by the Transferee shall be deemed a joint and several covenant
 - (c) The expression "the Estate" shall include all land now or formerly belonging to the Transferor and edged blue on the Plan and known as Norton Grange
- 4) THE Transferee HEREBY COVENANTS with the Transferor and as a separate covenant with Norton Grange Residents Association Limited ("the Residents Company") and their respective successors in title that the Transferee and its successors in title will at all times hereafter
 - (a) Observe and perform the covenants restrictions stipulations and conditions contained or referred to in the Third Schedule to this Transfer
 - (b) Contribute a fair and reasonable sum as assessed annually by the Residents Company towards the expenses of the matters referred to in the Fourth Schedule to this Transfer
 - (c) hold the Transferor and the Residents Company indemnified against all claims and demands whatsoever arising from the use by the Transferee or any others authorised by the Transferee of any part of the amenity area shown edged yellow on the Plan
- 5) THE parties HEREBY REQUEST the Chief Land Registrar to enter on the Register of the title number issued in relation to this Transfer the following restriction

"EXCEPT under an Order of the Registrar no Transfer or Lease by the Proprietor of the land or Assent by his personal representatives is to be registered without the consent of Norton Grange Residents Association Limited c/o 8 Wyndham Place London W1 H 1 PP ("the Company ") unless a certificate is given by the Secretary or Solicitor to the Company that the transferee lessee or devisee has executed a Deed of Covenant in the form set out in the Fifth Schedule to this Transfer"
- 6) THE Transferor HEREBY COVENANTS with the Transferee that all transfers of other freehold dwellings forming part of the Estate shall impose a restriction similar to that contained in Clause 5 hereof
- 7) THE Residents Company HEREBY COVENANTS with the Transferor and the Transferee
 - (a) That subject to due compliance by the Transferee with the foregoing covenants the Residents Company will provide and perform such of the services referred to in the Fourth Schedule as ought on its part to be provided and performed
 - (b) If the Transferee shall transfer or grant a registerable lease out of the interest hereby transferred the Residents Company will within the 14 days of written request and on payment of an appropriate fee being not less than £15 plus VAT give consent to the Chief Land Registrar to permit registration of the transferee or lessee or devisee as appropriate

PROVIDED that the Residents Company shall not be bound to give such consent until after the transferee lessee or devisee as the case may be has executed and delivered to the Residents Company a Deed of Covenant in the form set out in the Fifth Schedule to this Transfer

- 8) IT IS HEREBY AGREED AND DECLARED that
- (a) the Transferor may at any time release vary or modify any of the stipulations contained in the Third Schedule and nothing in this Transfer shall impose any restriction on the manner in which the Transferor may deal with any other land belonging to the Transferor or be deemed to create a building scheme
 - (b) Neither the Transferee nor its successors in title shall be entitled to any right of access of light or air or other right which will or may in any way prejudice restrict or interfere with the free user and enjoyment by the Transferor and the persons deriving title under it of any adjacent or neighbouring land for building or any other purposes
- 9) The Transferees declare that the survivor of them can/cannot give a valid receipt for capital money arising on a disposition of the land hereby transferred

THE FIRST SCHEDULE

Rights Granted

Subject to the payment of all sums due from time to time to the Residents Company which shall be a condition precedent to the enjoyment of the rights hereby granted

- (a) A right of way at all times and for all purposes over and along the roadways coloured pink on the plan and forming part of the Estate
- (b) A right to use for purposes of amenity only the [swimming pool and adjacent- this was sold in 2000] amenity land shown edged in yellow on the Plan subject to any Regulations made by the Residents Company for the proper management and conduct of the same
- (c) Free passage and running of water soil electricity telephone and other services (if any) through the sewers drains watercourses water electric and telephone pipes wires cables and conduits or other media (hereinafter referred to as "the services") which are now or may during the period of 80 years commencing on 24th June 1987 (hereinafter called "the specified period") being the perpetuity period applicable to this transfer be on under or over any adjoining or neighbouring land included in the Estate so far as the services serve the land hereby transferred
- (d) The right to enter at all reasonable times in the daytime only, (except in case of emergency) upon the said adjoining or neighbouring land for the purpose of constructing renewing inspecting repairing maintaining and cleansing the services the Transferee causing as little damage as possible in the exercise of such rights and making good any damage caused
- (e) A right of way at all times and for all purposes over and along the land shown hatched black on the Plan (plots 50-53 only)

THE SECOND SCHEDULE

Exceptions and Reservations

Except and Reserving to the Transferor and its successors in title the owners and occupiers of adjoining adjacent or neighbouring land and all others entitled to the like rights

- (a) Free and uninterrupted passage and running of water soil electricity telephone and other matters (if any) through the services which are now or may during the specified period be on under or over the land hereby transferred and the right to make any necessary connections to the services

- (b) The right to enter upon the land hereby transferred at all reasonable times in the daytime (except in case of emergency) for the purpose of constructing renewing inspecting maintaining repairing and cleansing the services the person or persons exercising such rights causing as little damage as possible and making good any damage caused

THE THIRD SCHEDULE PART 1

Covenants to be Observed

- 1 (a) To maintain and repair the fence (if any) on the boundaries of the property as shown on the Plan and marked with an inward 'T'

(b) Not to erect any fence save of a type first approved in writing by the Residents Company and any such fence shall at all times thereafter be kept and maintained in good repair by the Transferee
- 2 Not to use any building for any purpose other than that of a private residence and not to carry on any trade business or manufacture whatever provided that professional use by a doctor dentist solicitor or accountant shall be permitted
- 3 No additional building or erection of any nature whatsoever whether temporary or permanent or structural external addition or alteration shall be carried out or erected upon the land hereby transferred or any part thereof without the written consent first had and obtained of the Residents Company or their surveyors nor shall any addition be made or any alteration to any building without such written consent as aforesaid such approval not to be unreasonably withheld
- 4 No hoarding or advertising sign shall be erected on any part of the land hereby transferred other than notices to let or sell or sell professional nameplates in association with professional use as aforesaid
- 5 No tree shall be felled without the consent of the Residents Company such consent not to be unreasonably withheld
- 6 Not to do or suffer or permit to be done any act or thing in or about the property hereby transferred or any part thereof which may be or become a nuisance or annoyance to the Transferor the Residents Company or the owner or occupiers of any part of the Estate or detrimental to the value of the Estate
- 7 Not to store any building materials or builders or contractors plant or equipment in such manner as to be visible from any of the Estate roads save and except with the express written consent of the Transferor and the Residents Company which may be given on such terms as they shall from time to time determine and which may be temporary and which may be withdrawn at any time
- 8 Not to keep any boat caravan house on wheels or any unlicensed or derelict vehicle of any description on any part of the land hereby transferred
- 9 To do all such works and other things as shall under any statutory or other authority be properly required to be done in respect of the exterior of any building erected on the land hereby transferred whether by the owner or occupier thereof and to conform in all respects with the provisions of and regulations made under any general or local Act of Parliament which may be applicable to the land hereby transferred or any part thereof and to keep the Transferor and the Residents Company fully indemnified in respect thereof

- 10 To comply with and observe the regulations set out in Part II of this Schedule and such amendments or additional regulations as the Residents Company may from time to time reasonably make in the general interests of residents on the Estate

PART II

Regulations to be Observed

- 1 No piano radio television record player loudspeaker or mechanical or other musical instrument or apparatus of any kind shall be played or used nor shall singing or dancing be practised in such manner as to cause annoyance to the owners and occupiers of any neighbouring property
- 2 No clothes or other articles shall be hung or exposed outside any building in such manner as to be visible from the Estate roads
- 3 No bird dog or other animal or pet which may in the reasonable opinion of the Residents Company cause annoyance to any other owner or occupier shall be kept on the land hereby transferred or be allowed to stray on the Estate roads or any other part of the Estate
- 4 Not to allow or permit the Estate roads to be obstructed by any cycle perambulator invalid carriage motor vehicle or other vehicle and not to leave any other obstructions or rubbish upon any part of the Estate other than designated for car parking refuse disposal or other specific purpose
- 5 No radio or television aerial or wireless apparatus of a type or size to which the Residents Company may reasonably object shall be erected or attached to the exterior of any building or otherwise erected on the land hereby transferred
- 6 Not to use any communal car parking area (if any) except with the permission of and in accordance with directions from time to time made by the Residents Company
- 7 Any garden or open ground adjacent to or visible from the Estate roads shall be kept tidy and free of weeds and kept generally in a manner befitting a good quality residential estate
- 8 To observe such other reasonable rules and regulations (either in addition to or by way of substitution for these regulations) as the Residents Company may from time to time reasonably consider desirable

THE FOURTH SCHEDULE

Matters for Contribution

- 1 Keeping the Estate roads [swimming pool – sold in 2000] and any common amenity area lying within the land edged blue on the Plan in a proper and tidy condition and maintaining the same as required from time to time
- 2 Maintaining in good repair and condition the services other than those serving any house or privately owned building exclusively or which otherwise falls to be maintained by the owner of any property on the Estate
- 3 Legal accountants agents and other professional charges involved in formation conduct and maintenance of the Residents Company
- 4 Proper legal costs stamp duty and Land Registry fees incurred by the Residents Company in the acquisition of the amenity areas on the Estate
- 5 Maintaining such insurances against occupiers and third party risk and such other risks and in such amounts as the Residents Company shall from time to time reasonably consider appropriate

