

TYPICAL MANSION HOUSE COVENANTS FOR INFORMATION PURPOSES ONLY SEE FULL TRANSFER

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

2) 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 “Norton Grange” Shall mean the property described as “the estate” in the Transfer dated 31st March 1988 comprised in the above Title (“the Mansion House Transfer”)
- (d) The expression “the Mansion House” shall include all land now or formerly belonging to the Transferor and edged green on the Plan and known as The Mansion House Norton Grange
- (e) The expression “the Association” shall mean the Mansion House Residents’ Association Limited.
- (f) The expression “the Amenity Area” shall mean all the parts of the Mansion House not transferred or intended to be transferred to a Transferee other than the Association.

3) THE Transferee HEREBY COVENANTS with the Transferor and as a separate covenant with the Association 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 set out in the Mansion House Transfer.
- (b) Observe and perform restrictions stipulations and conditions contained or referred to in the Third Schedule to this Transfer save that
 - i The words “the Association” shall be substituted for the words “the Residents’ Company”
 - ii The words “the Mansion House” shall be substituted for the word “the Estate”
- (c) Contribute and pay to the Association on demand, one equal part of the costs, expenses, outgoings and other matters incurred by the Association in performing the duties mentioned in the Fourth Schedule hereto (called “the Service Charge”)

4) 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 Mansion House Residents’ Association Ltd unless a certificate is given by the Secretary or Solicitor to the Association that the transferee, lessee or devisee has executed a Deed of Covenant in the form set out in the Fifth Schedule to this Transfer”

THE FIRST SCHEDULE

Rights Granted

Subject to the payment of all sums due from time to time to the Association 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 forming part of the Mansion House
- (b) A right of way on foot only at all times and for all purposes over and along the footpaths and entrance ways to the Mansion House
- (c) The right in common with the owners of the other Units to use the Visitors’ parking spaces for temporary parking by persons visiting the Unit

- (d) The right to use for purposes of amenity only the Amenity Area subject to any Regulations made by the Association for the proper management and conduct of the same
- (e) 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 1988 (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 Mansion House so far as the services serve the land hereby transferred
- (f) The right to enter at all reasonable times upon giving notice, (except in case of emergency) upon the said adjoining or neighbouring land for the purpose of inspecting renewing 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
- (g) The right to enter at all reasonable times upon giving notice the Amenity Area or any Adjoining units with or without workmen servants and others for the purpose of inspecting renewing repairing maintaining and decorating any part of the unit which cannot otherwise be properly inspected maintained repaired decorated or rebuilt the person exercising such right causing as little damage as possible in the exercise of such rights and making good any damage caused
- (h) Such rights of overhang of roofs gutters eaves and downspouts and encroachment of foundations (if any) over or under any adjoining Units as are now enjoyed by the Unit
- (i) The right to the support of the Unit from the adjoining land and Units
- (j) The right for the Transferee with or without workmen servants and others at all reasonable times upon giving reasonable notice (except in cases of emergency) to enter into and upon any part of the Amenity Area or any adjoining or neighbouring unit for the purpose of repairing maintaining renewing or rebuilding (where necessary) as structure giving support to the Unit causing as little damage as possible and making good any damage caused

THE SECOND SCHEDULE

Exceptions and Reservations Except and Reserving to the Transferor and its successors in title the owners and occupiers of any part of the Mansion House 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 Unit the right to make any necessary connections to the services
- (b) The right to enter upon the Unit at all reasonable times in the daytime on reasonable notice (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
- (c) The right to enter upon the Unit at all reasonable times upon giving notice (except in case of emergency) with or without workmen servants and others for the purpose of inspecting renewing repairing maintaining and decorating any part of the Amenity Area or the adjoining units which cannot otherwise be properly inspected maintained repaired decorated or rebuilt the person exercising such right causing as little damage as possible in the exercise of such rights and making good any damage caused
- (d) full and free right liberty power and authority to and for the Transferor or any person or persons authorised by it to lay down and use for all reasonable purposes any electric or telephone cables or water fuel oil or gas pipes or mains or other cables mains or pipes wires ducts meters strainers valves or apparatus and to make or run and use for all reasonable purposes any drains or sewers which the transferor shall consider necessary from any land or

buildings of the Transferor in through and upon any portion of the Unit whereon for the time being there shall not stand any building and to connect such cables mains pipes wires ducts apparatus sewers or drains with any existing cables mains pipes wires ducts apparatus sewers or drains with power to enter upon the Unit at all reasonable times upon giving reasonable notice (except in case of emergency) for the purpose aforesaid or for relaying or repairing any cable main pipe wire duct apparatus sewer or drain or otherwise the person exercising such rights causing as little damage as possible and making good any damage caused

e) Such rights of overhang of roofs gutters eaves and downspouts and encroachment of foundations (if any) over or under the Unit by any building erected or to be erected on any adjoining unit or the Amenity Area as are necessary thereto or are now enjoyed

(f)The right to the support of the adjoining Units and the Amenity Area from the Unit

(g)The right to enter upon the Unit at all reasonable times upon giving notice (except in case of emergency) with or without workmen servants and others for the purpose of renewing repairing maintaining or rebuilding (where necessary) any part of the Unit giving support to the said adjoining or neighbouring Units or the Amenity Area causing as little damage as possible and making good any damage caused

THE THIRD SCHEDULE PART

Covenants to be Observed

- 1 Not to paint or colour any part of the exterior of the Unit not previously painted or coloured and not without the written consent of the Association to alter the colour of the existing painting and decoration of the exterior(it being the intention of the Association to preserve the balanced appearance of the Units)
- 2 Not to permit the exterior of the unit to fall into disrepair and to keep the painting and decoration of the same in good condition and without prejudice to the above regularly to paint and decorate in a workman like manner the whole of the exterior of the Unit and not to permit a period of more than three years to elapse between each such painting and decoration.
- 3 Not to park any vehicle belonging to the Transferee or any person residing in the Unit in those spaces allocated for Visitors' parking nor to permit any vehicle to be parked there except on a temporary basis by persons visiting the Unit

THE FOURTH SCHEDULE

Matters for Contribution

- 1 Keeping the Amenity Area including the roads 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 Unit exclusively or which otherwise falls to be maintained by the owner of any Unit
- 3 Company Registry and other fees and legal accountants agents and other professional charges involved in conduct and maintenance of the Association
- 4 Maintaining such insurances including insurance against occupiers and third party risk and such other risks and in such amounts as the Association shall from time to time reasonably consider appropriate
- 5 Any other matters reasonably and properly undertaken by the Association for the purposes of management and running of the Mansion House and to protect the amenities of the Mansion House and being generally in the interests of the residents and for the purposes of this Schedule

THE FIFTH SCHEDULE

Deed of Covenant

HM LAND REGISTRY LAND REGISTRATION ACTS 1925 to 1986 DEED OF COVENANT

Administrative Area WARWICKSHIRE - STRATFORD UPON AVON

Title Number WK [] Property Unit The Mansion House, Norton Grange, Little Kington

Date []

1 THIS DEED is made between THE MANSION HOUSE RESIDENTS' ASSOCIATION LIMITED ("the Association") (1); ("the Recent Owner" (2); ('the New Owner') (3);

2 THE New Owner' HEREBY COVENANTS with the Association to observe and perform all the covenants on the part of the Transferee contained in the Transfer, short particulars of which are set out in the Schedule hereto as if the same were set forth in this Deed at Length

THE SCHEDULE

Short Details of Original Transfer Imposing Estate Covenants

Date	Document	Property	Parties
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To be read with the NGRA Covenants