

DEEDS OF COVENANTS

COUNTY: Buckingham

APPLICATION NO:

TITLE NUMBER:

PROPERTY: Land at Windmill Lane, Widmer End

DATED:

1. *eg: Twentieth (written) day of June (written) Two thousand and six (written)* IN CONSIDERATION of *eg: TWO HUNDRED AND FIFTY THOUSAND SIX HUNDRED AND NINETY FIVE (£250,695) (typed)* the receipt whereof is hereby acknowledged GEORGE WHITE & SONS (HAZLEMERE) LIMITED of 97 Mortimer Street, London W.1. (hereinafter called "the Company") as Beneficial Owner hereby transfer to *Name and Address (typed)* (hereinafter called "the Purchasers") the land shown edged with red and numbered Plot *eg: 280 (typed)* on the accompanying plan being part of the land comprised in the Title above referred to TOGETHER with the dwellinghouse erected thereon and known as *eg: first line of address (typed)*, Widmer End TOGETHER ALSO WITH the rights set out in the First Schedule (hereinafter referred to as "the said rights") EXCEPT AND RESERVING unto the Company the rights set out in the Second Schedule hereto.

2. THE Purchasers to the intent and so as to bind so far as practicable the said property into whosoever hands the same may come (but not so as to render the Purchasers personally liable in damages for any breach of any restrictive covenant which may occur after they shall have parted with all interest in the said property in respect of which such breach shall occur) HEREBY CONVENANTS with the Company (but so that this covenant shall not enure for the benefit of any subsequent owner or Purchaser(s) of any other plot on the Company's Windmill Estate of which the said property forms part) unless the same shall have been expressly assigned that they the Purchasers and their successors in title will perform and observe all and every the restrictions conditions and stipulations set out in the Third Schedule hereto.

3. IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the Purchasers and their successors in title and assigns shall not be entitled to any right of

light or air which would in any manner diminish or interfere with the free and unrestricted use of any adjoining or neighbouring property now or hereafter belonging to the Company or any persons deriving title under them or it either for building or any other purpose and this Transfer shall not be deemed to imply the grant of any such right.

4. THE COMPANY hereby covenants with the Purchasers that the Company will:

- a) Indemnify and keep indemnified the Purchasers and their successors in title and assigns from and against all charges of the Highway Authority in respect of the making up and taking over by such Authority of the said roads and
- b) Construct and hereafter maintain in good repair the parking area footpaths screen fences (not less than 6 feet in height) and the open greens on the Windmill Estate
- c) After completion of the development of the whole of the Windmill Estate (of which the present development of the whole of the Windmill Estate (of which the present development pursuant of Planning Permission No. *planning permission no. (typed)* forms the 7 stage) at the request of the owners of not less than 51% of the house plots on the whole of Windmill Estate who have entered into covenants in substantially the same form transfer to them or any association or body corporate formed by them the title to all the parking areas footpaths fences and open greens on the whole Estate together with the benefit or the said maintenance contribution covenants by the purchasers transferees and owners of plots and garages on the whole of the Estate The said transfer shall be in consideration of the house plot owners or their association or body corporate undertaking in the transfer (in such form as the Company shall require) to maintain the said parking areas footpaths fences and open greens on the whole of the said Estate and to indemnify the Company in respect of the maintenance thereof

5. THE Purchasers for themselves their successors in title personal representatives and assigns hereby (jointly and severally) covenant with the Company :-

- a) To pay to the Company or its successors in title or assigns in advance on the Thirtieth day of June in each year (the first payment to be made on completion of this transfer for the period ending Twenty-ninth day of June *eg: Two thousand and six (typed)*) the sum of TEN POUNDS or in the event of any increase in the cost of labour and materials such additional sum as shall be certified by the Surveyor of the Company towards the cost of maintaining the parking areas footpaths fences referred to in

Clause 4 hereof and the other parking areas footpaths fences gardens and lawns on the Windmill Estate

b) Before the completion of any subsequent transfer of Plot Number *eg: 280 (typed)* at their own expense to obtain and deliver to the Company at its ten registered office a covenant under seal first approved by the Company by the transferee and to obtain the same covenant from any subsequent transferee

6. IT IS HEREBY AGREED AND DECLARED as follows :-

c) The covenants restrictions and conditions herein contained shall not be binding upon the Company as regards any other plot on the Estate to the intent that the Company may alter or modify such of the said covenants restrictions stipulations and conditions imposed hereby or by any other transfer from them in the course of developing the Estate in such manner as they shall in their discretion think fit.

d) That the internal dividing walls of all dwellinghouses garages and other buildings shall be party walls and shall be used repaired and maintained as such

7. The Company and the Purchasers hereby apply to the Chief Land Registrar for an entry to be made in the Register of the Title above referred to an of the Title allotted to the said property of the said grant exceptions reservations conditions and stipulations herein contained

8. IT IS HEREBY CERTIFIED that the transaction hereby 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 *eg TWO HUNDERED AND FIFTY ONE THOUSAND POUNDS (typed)*

9. THE Purchasers hereby declare as follows :-

e) The Purchasers shall hold the said property upon trust to sell the same with power to postpone the sale thereof until sale upon trust for themselves as joint tenants beneficially

f) Until the expiration of twenty-one years from the death of the survivor of the Purchasers the trustees for the time being of this Deed shall have full power to mortgage charge lease or otherwise dispose of all or any part of the said property with all the powers in that behalf of an absolute owner

THE FIRST SCHEDULE before referred to:

1. The right for the Purchasers and their successors in title and all persons authorised by the Purchasers in common with the Company and all others entitled to the like right at all times and for all purposes with or without motor cars and other vehicles to go pass and repass over and along the new roads on the windmill Estate coloured brown on the said plan leading to the Public Highway and on foot only along the footpaths adjoining such roads until the adoption of the said roads as public roads and footpaths by the Highway Authority
2. The right to the full free and uninterrupted passage and running of water and soil gas and electricity and other services from and to the premises through the sewers drains and water courses cables pipes ducts and wires which are not in under or upon or passing through any other part of the said Windmill Estate and the right to enter upon any adjoining or neighbouring part of the said Estate for the purpose of examining or repairing the same Purchasers making good all damage caused thereby
3. All such rights of support as may be necessary to ensure the stability of the dwellinghouse hereby transferred

THE SECOND SCHEDULE before referred to:

1. The right for the Company and to all other persons or companies to whom the Company shall grant the like right in respect of any property within the area bounded by Windmill Lane Primrose Hill and Brimmers Hill to the full free and uninterrupted passage and running of waters and soil gas and electricity and other services from and to all other premises either on the Windmill Estate or within the said area bounded by Windmill Lane Primrose Hill and Brimmers Hill through the sewers drains and watercourses cables pipes and wires which are now or which hereafter may be in under or passing through the premises hereby transferred
2. The right for the Company to lay any such services in under or over the said premises and to enter thereon for the purpose of examining or repairing the same the Company making good all damage caused thereby
3. All such rights of support as may be necessary to ensure the stability of the dwellinghouses immediately adjoining the property
4. All such rights easements and appurtenances as may be enjoyed by the adjoining dwellinghouses or dwellinghouses on the remainder of the estate or any part thereof in respect of the property at the date of this Deed

THE THIRD SCHEDULE above referred to:

1. To use and occupy the dwellinghouse hereby transferred as a single private residence and garage only
2. Not to do or permit to be done upon the said premises or on any part thereof any act or thing which may be or become a nuisance damage annoyance or inconvenience to the Company or the owners or any adjoining or neighbouring property or the neighbourhood
3. Not to permit or erect on the premises any hut shed caravan house on wheels or any chattel adapted or to be used as a dwelling or sleeping apartment and not to erect any further buildings on the land or make any alterations to the said dwellinghouse without first obtaining the approval of the Company
4. Not to leave or park any motor vehicle or permit any motor vehicles to be left or parked on any roads in the Estate so as to cause obstruction
5. Not to erect radio masts of any kind on the premises hereby transferred but this shall not preclude the erection of a television aerial
6. Not to erect or allow to remain any fence hedge or structure in front of the foremost part of the dwellinghouse hereby transferred except as may be agreed in writing between the Local Planning Authority and the Company prior to any work on the site being commenced
7. To maintain in good and sufficient repair the fences effected on the sides of the property hereby transferred where indicated by the marks "T" on the said plan within the boundary
8. To pay a rateable proportion in common with the owners and occupiers for the time being of all such dwellinghouses as shall have the right to use the same of repairing maintaining and cleansing any joint drains or sewer used in common with any other property
9. At all times to keep the land in front of the dwellinghouses well cultivated tidy and free from weeds and where there is a bush planted or turf covered area adjoining the roadway the Purchasers shall keep so much thereof as adjacent of the frontage of the property clean and tidy and the grass margins neatly cut and will not permit the same or any part of the garden of the property to become unsightly untidy or a nuisance whether to passengers or the highway or other estate owners or occupiers

10. Not to commence any development of the Classes specified in Class 1 and Class 11 of the schedule page 13 of the Town and Country Planning General Development Order 1963 without the prior express permission of the Company and Local Planning Authority

THE COMMON SEAL of GEORGE WHITE
& SON (HAZLEMERE) LIMITED was
hereunto affixed in the presence of :-

SIGNED SEALED and DELIVERED by
the said *NAME OF PURCHASER (typed)* in the
presence of :-

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