

# Transfer of part of registered title(s)

HM Land Registry

# TP1

(if you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

## 1. Stamp Duty

**SAVE AS!**

Place "X" in the box that applies and complete the box in the appropriate certificate.

It is certified that this instrument falls within category  in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

It is certified that the transaction 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 **COMPLETE BOX**

£

2. Title number(s) out of which the Property is transferred (leave blank if not yet registered) BL61707

3. Other title number(s) against which matters contained in this transfer are to be registered (if any)

4. Property **transferred** Plot **PLOT NO** Royal Victoria Park Charlton Road Westbury on Trym Bristol (postal number **postal no**) TOGETHER WITH the House being part of the Estate

The Property is defined: (place "X" in the box that applies and complete the statement)

on Plan 1 and shown edged red

on the Transferor's filed plan and shown (state reference e.g. "edged red and numbered 1 in blue")

5. Date

6. Transferor COUNTRYSIDE RESIDENTIAL (SOUTH WEST) LIMITED

Company Registration number 2752637

7. Transferee **PURCHASER** for entry on the register

8. Transferee's intended **address(es) for service in the U.K.** **postal address including postcode for entry on the register**

9. The Transferor transfers the Property to the Transferee

10. Consideration (Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.)

- The Transferor has received from the Transferee for the Property the sum of **SUM IN WORDS & FIGURES**
- The Transfer to the Transferor of even date of the property known as **PX PROP** and valued at **AMOUNT IN WORDS & FIGURES** and the balancing sum of **BALANCING SUM**

11. The Transferor transfers with (place "X" in the box which applies and add any modifications)

- full title guarantee       limited title guarantee

12. Declaration of trust Where there is more than one transferee, place "X" in the appropriate box.

- The Transferees are to hold the Property on trust for themselves as joint tenants.
- The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares
- The Transferees are to hold the Property (complete as necessary)

13. Additional Provisions

**DEFINITIONS AND INTERPRETATION**

(a) In this Transfer the following expressions (arranged in alphabetical order) shall have the following meanings:-

"Adoptable Estate Roads"	The Estate Roads tinted yellow on Drawing Number F00103/ST/A-1
"Amenity Areas"	Those areas of open space and woodland and the planted/hard and soft landscaped areas within the Estate now existing or laid or to be laid within the Specified Period save for residential areas designated from time to time and within the Specified Period for inclusion within the Development
"Annual Rentcharge Provisions"	The estimate of the annual sums calculated and referred to in clause 20.5
"Authority" and "Authorities"	The local authority the Highway Authority and any authority company or organisation authorised to supply or maintain Services
"Conduits"	Sewers drains watercourses ditches pipes cables wires culverts or other channels or conductors for the passage of Services
"Deed of Covenant"	The deed of covenant comprising the Schedule to this Deed
"Development"	The residential development of the Estate
"the Estate"	The land formerly known as Brentry Hospital Charlton Road Westbury on Trym Bristol shown for the purposes of identification edged red on Plan 2 and comprising the land within title numbers BL61707 and BL67795 on 1 <sup>st</sup> January 2002

“Estate Roads”	The road or roads and footpaths constructed or to be constructed as part of the Development within the Specified Period save for any Private Accessway
“Estate Sewers”	All sewers within the Estate Roads now or hereafter constructed within the Perpetuity Period and which are intended to become maintainable at public expense
“Half Yearly Dates”	1 <sup>st</sup> January and 1 <sup>st</sup> July in each Rentcharge Year
“House”	The house erected on the Property
“Initial Rentcharge Payment”	The sum of [REDACTED] pounds (£[REDACTED]) per annum
“Neighbouring Land”	Any land adjoining or within 402.34 metres (one quarter of a mile) of the Estate and acquired by the Transferor within the Specified Period.
“Plan 1”	The plan annexed to this Transfer and marked “Plan 1”
“Plan 2”	The plan annexed to this Transfer and marked “Plan 2”
“Planning Agreement”	An Agreement dated 13 <sup>th</sup> May 1997 made between (1) The City Council of Bristol (2) St Peter’s Hospice Projects Limited (3) The Secretary of State for Health or any amendment or variation thereto
“Private Accessway”	The Private Accessway defined as such on Plan 1
“Property”	The property described in section 4 of this Transfer
“the Rentcharges”	The perpetual yearly estate rentcharges granted by clause 20
“the Rentcharge Adjustment”	The amount (if any) by which the Annual Rentcharge Provision shall have exceeded or fallen short of the actual expenditure in the Rentcharge Year net of Fixed Rentcharge and the Adoptable Landscaping Rentcharge receipts
“the Rentcharge Proportion”	The annual due proportion of the Estate Variable Rentcharge calculated on the basis of 1/X where X is the total number of freehold residential properties constructed on the Estate and then adjusted proportionate to the number of bedrooms within the Property
“the Rentcharge Provisions”	The provisions of this Transfer relating to the Rentcharges
“the Rentcharge Year”	Every calendar year
“Specified Period”	Eighty years from 1st January 2002
“Services”	Water foul and surface effluent gas and electricity and telephone telecommunication television signals data transmission and other services and supplies constructed or laid within the Specified Period
“Service Strips”	Those strips of land containing Conduits and Services identified on Plan 1 and shown for the purposes of identification coloured brown on Plan 2
“Variable Rentcharge”	The Rentcharge Proportion of the Annual Rentcharge Provision and of the Rentcharge Adjustment calculated in respect of the Estate

- (b) Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall include all instruments notices orders plans regulations consents permissions and directions for the time being made issued or given thereunder or drawing validity therefrom
- (c) The masculine includes the feminine and the singular the plural and vice versa
- (d) Obligations undertaken by more than a single person are joint and several obligations
- (e) Any covenant by the Transferee and/or the Transferor not to do an act or thing shall be deemed to include an obligation not to permit such act or thing to be done and use reasonable endeavours to prevent such act or thing being done by a third party
- (f) References in this Transfer to any clause sub-clause or paragraph without further designation shall be construed as a reference to the clause sub-clause paragraph to this Transfer so numbered or lettered
- (g) Clause headings (if any) in shall be deemed not to form part of this Transfer and shall not be taken into account in the construction or interpretation thereof
- (h) The expressions "the Transferor" and the "the Transferee" shall include their respective successors in title
- (i) Where there are two or more persons referred to in the expression "the Transferee" the covenants on the part of the Transferee in this Transfer shall be joint and several
- (j) The Transferor shall not be liable or responsible for any loss or damage suffered by the Transferee or any visitor or employee of the Transferee or any other person including any other person occupying the Property to themselves their personal effects or to the Property by reason of any act neglect or default of the Transferor or of any agent contractor employee or licensee of the Transferor by reason of theft or otherwise from any part of the Estate or by reason of any defect or want of repair in the Estate or any part thereof or in the equipment provided thereon or in absence of lighting in or upon the Estate or any part thereof or otherwise except insofar as any such liability may be recovered under insurance effected by the Transferee
- (k)
  - (i) If any sums due to be paid by the Transferee under the terms of this Transfer or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) the Transferee shall pay to the Transferor interest upon such sum as shall remain unpaid at the rate of four per cent (4%) per annum above the base rate (or its equivalent) from time to time of Barclays Bank Plc (but if such Bank shall cease to exist or shall not have a base rate or equivalent then at 14% per annum) calculated on a day to day basis from the date of the same becoming due down to the date of payment but without prejudice to the operation of the proviso for re-entry hereinbefore contained or any other right of action of the Transferor in respect of non-payment of such sums
  - (ii) The Transferee shall pay to the Transferor on a full indemnity basis all costs and expenses incurred by the Transferor or the Transferor's Solicitors in enforcing payment by the Transferee of sums due to be paid by the Transferee under the terms of this Transfer
- (l) Wherever in this Transfer there is any provision for a surveyor or other person to give a certificate or a decision such certificate or decision shall extend only to matters of fact and shall not extend to any question of law but subject thereto any such certificate or decision shall be final and binding
- (m) Wherever in this Transfer there is a covenant by the Transferee to pay expenditure expenses outgoings charges costs fees or any like expression incurred or payable by the Transferor all such expressions shall include all Value Added Tax or other taxes incurred or payable by or on behalf of the Transferor in connection with the subject matter of the covenant and this Transfer shall be construed accordingly

## 14. **PROPERTY**

14.1 The Property shall include

- (a) the House (including its foundations and eaves notwithstanding that they extend beyond the boundaries of the Property at or below ground level) and
- (b) all other buildings and structures later erected on the Property
- (c) all Conduits now or later exclusively serving the House or any building or structure mentioned in clause 14.1(b) above (including any installations which extend beyond the boundaries of the Property at or below ground level)

14.2 The Property does not include the foundations and eaves of and the Conduits exclusively serving any building erected or being erected on an adjoining part of the Development notwithstanding that they extend within the boundaries of the Property at or below ground level

## 15. **PARTY WALLS**

IT IS HEREBY AGREED AND DECLARED that the following shall be deemed to be party walls and the rights and liabilities in respect thereof shall be in accordance with Section 38 (1) of the Law of Property Act 1925 as amended or varied by the Party Wall etc Act 1996

15.1 The walls (if any) or any part thereof dividing the buildings erected on the Property from the buildings erected on the remainder of the Estate

15.2 Any other wall (not being a wall of the House or of any other building on the Development) fence or hedge on a boundary between the Property and any other part of the Development on which a dwelling stands unless marked "T" on Plan 1

Maintenance of party walls or deemed party walls the subject of this provision is to be at the joint and equal expense of the Transferee and the registered proprietors at HM Land Registry from time to time of the land and buildings adjoining the Property

## 16. **RIGHTS GRANTED (for the benefit of the Property)**

Subject to payment of the Rentcharges the Property is transferred together with

### 16.1 **CONDUITS**

The right (in common with the Transferor and any associate or parent company of the Transferor and all other persons entitled to the same or similar right) to use for all proper purposes connected with the Property any Conduits now laid or hereafter within the Specified Period to be laid in under or over the remainder of the Estate and the Estate Roads or other roads leading to the adopted Services supply routes and serving or intended to serve the Property jointly or in common with any other part or parts of the Estate the Transferee bearing paying and contributing a fair proportion according to user of the cost of repairing maintaining replacing renewing inspecting and cleansing the Conduits not adopted and not maintained pursuant to the Rentcharge Provisions or otherwise adopted and maintained at public expense with power at any time or times to enter upon the remainder of the Estate for the purpose of making connections with repairing maintaining replacing renewing inspecting or cleansing the Conduits making good any damage occasioned by the exercise of such right

### 16.2 **OVERHANG AND FOUNDATIONS**

All rights (in common as aforesaid) of overhang of roofs windows gutters eaves downspouts drainage encroachment of foundations (if any) (including but without limitation any fence post foundations) passage of light air and water and (where necessary) the discharge of rain water from the roofs eaves spouts gutters and pipes of the House and all liberties privileges and advantages now used or enjoyed or to be used or enjoyed over or under the remainder of the Estate by the Property or by any buildings

now erected or within the Specified Period to be erected thereon (whether as easements or quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary) including so far as they are capable of subsisting a right of support and protection to the buildings now erected or within the Specified Period to be erected on the Property by such parts of the buildings now erected or within the Specified Period to be erected on the remainder of the Estate which support and protect the same

### 16.3 RIGHTS OF WAY

16.3.1 Full and free right and liberty for the Transferee and all persons authorised by him in common with all other persons who have or may hereafter have the like right at all times and for all reasonable purposes connected with the present and every future use of the Property with or without motor and other vehicles to go pass and repass along the Estate Roads and pending their adoption any other road or roads leading from the Estate Roads to a public highway PROVIDED ALWAYS that such right is restricted to a pedestrian right only in respect of such parts of the Estate Roads as are not intended for vehicular use

16.3.2 Full and free right and liberty for the Transferee and all persons authorised by him in common with all other persons who have or may hereafter have the like right at all times and for all reasonable purposes connected with the present and every future use of the Property with or without motor and other vehicles to go pass and repass along the Private Accessway and any other road or roads leading from the Private Accessway to an Estate Road subject to the Transferee bearing paying and contributing together with such other persons who are now or may hereafter be entitled to use the Private Accessway a fair proportion according to the extent to which he uses the same of the cost of repairing and maintaining the same PROVIDED ALWAYS that such right is restricted to a pedestrian right only in respect of such parts of the Private Accessway as are not intended for vehicular use

### 16.4 ENTRY

The right (in common as aforesaid) for the Transferee and all persons authorised by him at reasonable times to enter upon the remainder of the Estate (on giving at least forty-eight hours notice to the occupiers of the parts affected except in case of emergency) for the purposes of repairing maintaining painting and rebuilding any buildings and the foundations thereof erected on or constructed under or within the Specified Period to be erected on or constructed under the Property next to the boundary with the remainder of the Estate the person exercising such right making good at his own expense any damage occasioned by the exercise of such right

### 16.5 BENEFIT OF COVENANTS

The benefit so far as the Transferor can grant the same of the covenants entered into with the Transferor by any transferee of any part of the remainder of the Estate prior to the date of this Transfer

### 16.6 VISITOR PARKING

The right in common with the owners and occupiers of Plots 13 to 25 on a first come first served basis to authorise visitors (excluding any person living in the house erected on the Property) to park for short periods of time only a private motor vehicle in one only of the Visitors Parking Spaces **Plots 13 to 25 only**

PROVIDED THAT none of the rights hereinbefore granted shall apply to or be exercised over any electricity sub-station or pumping station sites included in the Estate

### 17. RIGHTS RESERVED (for the benefit of other land)

The following rights are reserved unto the Transferor for the benefit of the Estate and the Development

#### 17.1 LIGHT AND AIR

Any right of light or air now subsisting or which might (but for this exception) be acquired over the remainder of the Estate to the intent that the Transferor may build or rebuild on the remainder of the

Estate in such manner as the Transferor may think fit notwithstanding any interference with the access of light or air to the Property thereby occasioned and so that the Transferee shall be deemed to enjoy such access of light and air in the meantime by the consent of the Transferor hereby given and not as of right

#### 17.2 CONDUITS AND LANDSCAPING

The right in common with the Transferee and any Authorities and all other persons thereto for any owner for the time being of any part of the remainder of the Estate and the Neighbouring Land to:-

- (a) use the Conduits now already or which may at any time within the Specified Period be laid in over or under the Property; and
- (b) enter upon the Property at any time or times for the purpose of:-
  - (i) laying making connections with repairing maintaining replacing renewing inspecting or cleansing the Conduits; and
  - (ii) erecting placing or constructing any street lighting or street name plate on the Property or any buildings thereon; and
  - (iii) planting any trees hedges or shrubs or carrying out any landscaping required by the terms of any landscaping or similar scheme approved by any Authority or to meet the requirements of any Authority
  - (iv) the maintenance of landscaping

making good any damage occasioned by the exercise of such rights

#### 17.3 FURTHER EASEMENTS

All easements wayleaves licences rights and privileges granted or to be granted to any Authority in connection with the Services usually provided or maintained by them for the benefit and advantage of the Estate or any part thereof and the Transferee shall if required at his own expense concur in the grant to any Authority of such easements as they shall require in connection with the provision and maintenance of such Services and obtain his mortgagees' (if any) similar concurrence thereto

#### 17.4 OVERHANG AND FOUNDATIONS

All rights of overhang of roofs gutters eaves downspouts drainage encroachment of foundations (if any) (including but without limitation any fence-post foundations) passage of light air and water and (where necessary) the discharge of rain water from the roofs eaves spouts gutters and pipes of the remainder of the Estate and all liberties privileges and advantages now used or enjoyed or to be used or enjoyed over or under the Property by the remainder of the Estate or by any buildings now erected or within the Specified Period to be erected thereon (whether as easements or quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary) including so far as they are capable of subsisting a right of support and protection to the buildings now erected or within the Specified Period to be erected on the remainder of the Estate by such parts of the buildings now erected or within the Specified Period to be erected on the Property which support and protect the same

#### 17.5 RIGHT OF ENTRY

The right to enter upon the Property at reasonable times for the purposes of:-

- (i) erecting repairing maintaining painting and rebuilding any buildings and the foundations thereof erected on or constructed under or within the Specified Period to be erected on or constructed under the remainder of the Estate including the like right for such purposes to erect maintain use and dismantle scaffolding upon the Property the person exercising such right making good any damage occasioned by the exercise of such right

- (ii) completing or altering the construction of property adjoining or adjacent to the Property including all buildings accessways parking spaces and footpaths

#### 17.6 MODIFICATIONS

- (i) The right for the Transferor or any person to whom the benefit of this right is expressly assigned either:-
  - (a) to release or modify the covenants or conditions contained in a lease or transfer of any property forming part of the Development or
  - (b) to temporarily modify the rights granted for the use of the Amenity Areas and to close all Amenity Areas for at least one day in every year
  - (c) to remove any vehicles within the Estate which are parked in breach of the covenants herein or in breach of any rules and regulations which may be imposed on the Estate from time to time
  - (d) to waive any breach of those covenants and conditions
- (ii) The right for the Transferor or any person to whom the benefit of this right is expressly assigned to alter the arrangement of the Development (including the layout of the plots and the direction of roads and paths) in such way as they think fit

#### 17.7 RIGHTS IN FAVOUR OF WESTERN POWER

EXCEPTING AND RESERVING unto Western Power plc (hereinafter called "WP") for the benefit of its electricity undertaking and each and every part thereof the full right and liberty for WP and its officers servants workmen and agents and all persons authorised by it (within a period of Eighty years from the date hereof which shall be the perpetuity period applicable hereto) to lay construct install maintain use inspect relay renew repair replace or remove underground electric cables and conduits or pipes and ancillary equipment within and under the Property or any part of the Property and to enter and be upon the Property with or without all necessary machinery plant vehicles and apparatus and to break up so much of the surface of the Property as is necessary from time to time for all or any of the purposes aforesaid WP doing as little damage as possible and backfilling any excavations so made and restoring the surface of the Property so broken up as soon as possible

#### 17.8 RIGHTS OF WAY

The right in common with all other persons to whom a like right has been hereafter be granted and all persons authorised at all times hereafter and for all reasonable purposes connected with the present and every future use and enjoyment of the parts of the land included in the Estate not hereby transferred in common with the Transferee to go pass and repass over so much of the Private Accessway within the Property subject to the payment of a fair proportion according to the extent of the user of the same of the cost of repairing and maintaining the Private Accessway PROVIDED ALWAYS that such right is restricted to a pedestrian right only in respect of such parts of the Private Accessway as are not intended for vehicular use

#### 17.9 PARKING

That right to authorise visitors to the Property to park a private motorcar or motorcycles in any Visitor Parking Space on a first come first serve basis for a period of 24 hours at any one time

#### 18. **PERSONAL COVENANTS by the Transferee**

The Transferee HEREBY COVENANTS with the Transferor

#### 18.1 REGULATIONS



At all times in connection with the use and enjoyment of Amenity Areas to observe and perform any rules and regulations imposed by or on behalf of the Transferor or the owner or owners from time to time of the Amenity Areas

## 18.2 MAINTENANCE

- (a) To keep in good and substantial repair and condition the walls fences or hedges on the sides of the Property marked "T" within the boundary of the Property on Plan 1
- (b) To maintain any trees hedges or shrubs planted on the Property by the Transferor under the terms of any landscaping or similar scheme approved by any Authority and to replace any such trees hedges or shrubs which need to be replaced and in the event of the Transferee not complying with this covenant then to permit the Transferor to enter upon the Property in accordance with clause 17.2(b) to execute such works and the cost thereof shall be a debt due from the Transferee to the Transferor as the case may be and be forthwith recoverable by action
- (c) To keep the front and rear garden of the land hereby transferred in a neat and tidy condition and to maintain any grassed area immediately adjoining the Property which may comprise an adoptable verge within the Estate Roads or the Service Strips
- (d) To maintain in a state fit for use any Visitor Parking Space within the Property
- (e) Subject to the proper contribution towards the cost thereof by others having the use thereof to maintain in a state fit for use and in the same materials as used at present the Private Accessway within the Property
- (g) To contribute a fair proportion according to the extent to which he uses the same of the cost of repairing and maintaining the Private Accessway not hereby transferred
- (h) To contribute a fair proportion according to the extent to which he uses the same of the cost of repairing and maintaining the Private Accessway not hereby transferred and the Visitors Parking Spaces Plots 13 to 25 only

## 18.3 CONDUIT COSTS

To bear and pay such proportionate part as may be determined by any Authority or by the Transferor of the cost of repairing maintaining replacing renewing inspecting and cleansing the Conduits used by the Transferee in common with the Transferor and any other persons who are now or may hereafter be entitled to connect with or use the same or any of them

## 18.4 NEIGHBOURING LAND

In the event of the Transferor or any associate or parent company of the Transferor acquiring the Neighbouring Land within twenty one years of the date hereof to execute such deed or deeds (to be prepared and supplied at the cost of the Transferor) as may be reasonably required by the Transferor or any associate or parent company of the Transferor to secure to them the full benefit of the said rights hereby expressed to be reserved for the benefit of the Neighbouring Land PROVIDED THAT notwithstanding the absence of such deed or deeds or pending the execution thereof the Transferor or any associate or parent company of the Transferor shall be entitled to exercise and enjoy the said rights as appurtenant to the Neighbouring Land AND the parties now apply to the Chief Land Registrar to enter notice of such rights hereby reserved in the Property Register of the title to the Property

## 18.5 INDEMNITY

For the purpose of affording to the Transferor a full and sufficient indemnity but not further or otherwise to observe the covenants contained or referred to in the Charges Register to the above mentioned title (save for the financial charges) so far as the same relate to the Property and are still subsisting and capable of being enforced and to indemnify and keep indemnified the Transferor against all actions claims and demands whatsoever in respect of the future non-observance of the said covenants by the Transferee

## 19. RESTRICTIVE COVENANTS

THE Transferee HEREBY COVENANTS with the Transferor for the benefit and protection of each and every part of the remainder of the Estate and any other adjoining land belonging to the Transferor at the date hereof and also as a separate covenant with any other person who is now the owner of any part of the Estate and so as to bind the Property into whosoever hands the same may come that the Transferee will at all times hereafter observe and perform the restrictions and stipulations set out below

### 19.1 BUILDINGS AND ALTERATIONS

- (a) Not to construct or place any additional building or other erection on the Property or make any external alteration in or addition to the House or the walls fences or the front or rear gardens thereof without the previous written approval of the Transferor to plans elevations sections specifications and detailed drawing thereof PROVIDED THAT on any such application for approval as aforesaid the Transferee shall pay to the Transferor such reasonable fee for the consideration of such application as the Transferor shall from time to time prescribe whether the approval of the Transferor to such application be given or not
- (b) Not to convert the Garage to living accommodation
- (c) Not to alter the colour of the external paintwork of the Property for a period of ten years as from the date hereof and thereafter only with the consent of the Transferor
- (d) Not to interfere with damage or remove any street furniture or fittings and fitments ancillary thereto which may be placed in on or attached to the Property
- (e) Not to object to any planning application by or on behalf of the Transferor in respect of future Development which expression shall for the purposes hereof include Neighbouring Land

### 19.2 USER

- (a) Not to use the House for the purpose of any manufacture trade or business of any description or for any purpose other than as a private dwellinghouse in single family occupation and garage nor place or suffer to be placed on any part of the Property any commercial showboard placard or nameplate
- (b) Not to do or suffer to be done any act or thing in or about the Property which shall or may be or grow to the annoyance nuisance damage or disturbance of the Transferor or the occupier of any part of the remainder of the Estate

### 19.3 OPEN PLAN

Not to erect any fences hedges or walls whatsoever on the Property between the House and any roadway frontage or return frontage thereto or use such area for any other purpose than as accessway lawn or flower beds and to maintain such area as open development and not to permit or allow any obstruction to exceed 600mm in height within any part of that area as comprises in whole or in part a vision splay/sight line which would be required by the local highway authority in conjunction with an adopted highway

### 19.4 PARKING

- (a) Not to park any vehicle caravan trailer or boat of any kind on the Property the Estate the Estate Roads or any part of the Development except that
  - (i) private motorcars and private motorcycles may be parked on such part of the Property (if any) as is specifically constructed for that purpose or in the Garage
  - (ii) vehicles delivering or collecting goods may be parked temporarily on the Estate Roads but not so as to interfere with the movement of traffic

- (iii) any vehicle caravan trailer or boat may be parked in a Garage
- (iv) visitors to the Estate may park in a Visitor Parking Space but only on a first come first served basis for a period not exceeding 24 hours at any one time **plots 13 to 25 only**
- (b) Not to keep or allow any vehicles to stand on the Estate Roads nor to do anything which would obstructed the easy access over the Estate Roads
- (c) Not to park or allow to be parked on the Property or the Estate any commercial vehicle save for the purposes of delivery or collection of items to and from the Property
- (c) Not to allow any occupier of or visitor to the Property to infringe these covenants relating to parking
- (d) Not personally to park any motor or other vehicles on a Visitors Parking Space **plots 13 to 25 only**

#### 19.5 DUSTBINS

Not to place or keep dustbins or refuse bags or the like in front of the House except on such days as are recognised as refuse collection days and to take such steps as may from time to time be required by the Transferor to facilitate collection of rubbish from the front of the House on the said recognised refuse collection days

#### 19.6 NOTICES AND SIGNS

- (a) Not without the previous written approval of the Transferor to erect or display any notice offering the Property for sale or letting within a period of five years from the date hereof
- (b) Not to exhibit or permit or suffer to be exhibited any sign or signboard of any description save for any name and number of the House or any notice offering the Property for sale or letting SUBJECT ALWAYS to sub-clause (a) of this provision

#### 19.7 DEMOLITION

- (a) Not at any time hereafter to permit or authorise the demolition of any building on the Property so as to leave the party walls dividing any buildings erected on the Property from any buildings erected on the remainder of the Estate exposed as exterior walls without complying with clause 19.7(b)
- (b) To forthwith support point and render weatherproof to reasonable standard the party walls referred to in preceding clause 19.7(a) if at any time the said party walls shall become exposed as exterior walls

#### 19.8 AERIALS

- (i) Not to breach any of the requirements of the local planning authority regarding the erection and placing of aerials satellite receivers or similar apparatus on any part of the Property
- (ii) Subject to sub-paragraph (i) hereof not to erect or place any aerial satellite receiver or similar apparatus for the reception or transmission of TV radio or other signals on any front or principal elevations so as to be visible from the estate roads and/or which might cause interference with the reasonable enjoyment of the remainder of the Estate

#### 19.9 LANDSCAPING

Not to damage or remove any tree or shrub which may have been planted or retained on the Property in accordance with any landscaping scheme approved by any Authority and to maintain such trees and shrubs in accordance with good husbandry practice and without prejudice to clause 19.3 not to plant within the front or rear gardens of the Property any trees shrubs or other vegetation exceeding 2m in height or likely to grow to a size exceeding 2m in height and which would interfere with the enjoyment of light to and outlook from neighbouring property

**PROVIDED ALWAYS that**

- (i) nothing herein contained shall prevent the Transferor or its successors in title from transferring selling leasing or holding free from any restriction or stipulation any part of the remainder of the Estate or from waiving compliance with or varying or releasing any restriction or stipulation now or hereafter affecting any part of the remainder of the Estate or any Neighbouring Land
- (ii) The Transferor shall not be liable to the Transferee or the Transferee's successors in title for any breaches of covenants or conditions committed by the Transferees or lessees of any other plot on the Development and the Transferor shall not be obliged to take proceedings to enforce any covenants restrictions stipulations and conditions
- (iii) Save as may be permitted by statute or other rule of law neither the Transferor shall be liable for any matters arising in connection with the Estate once it or they have parted with possession thereof
- (iv) The benefit is included in this deed so far as the Transferor can grant the same of the covenants entered into with the Transferor by any Transferee of any part of the remainder of the Estate prior to the date of this Transfer

**20. RENTCHARGE PROVISIONS AND RESTRICTION**

**TRANSFEEE COVENANTS AND LAND REGISTRY RESTRICTION**

20.1.1 THE Transferee HEREBY COVENANTS with the Transferor to pay the Rentcharges to the Transferor or as the Transferor may direct by such method as may be prescribed by or agreed with the Transferor by two equal instalments in advance on the Half Yearly Dates or on such other date or dates as the Transferor shall reasonably require

20.1.2 On every transfer of the Property or upon the devolution of the legal estate or the creation of any tenancy therein howsoever arising the Transferee hereby covenants with the Transferor to procure the execution of a deed of covenant in the form of the Deed of Covenant and to deliver the same to the Transferor or its Solicitors within one month of the transfer or devolution (as the case may be)

20.1.3 On receipt of the completed Deed of Covenant by the Transferor or its Solicitors together with payment of the Transferor's or the Transferor's agent's reasonable costs and additionally on receipt of any arrears of Rentcharge and provided the Transferee or the owner or owners for the time being of the Property have remedied any breach of the covenants or Regulations contained in this Transfer the Transferor shall give to the person delivering the said Deed a certificate in accordance with clause 20.1.4

**20.1.4 RESTRICTION**

**The parties hereby apply to the Chief Land Registrar for the entry on the Proprietorship Register of the title to the land hereby transferred of the following restriction:-**

**""No disposition of the registered estate (other than a financial mortgage or charge) by the Proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by an Officer of or conveyancer of the proprietor of the freehold title BL61707 or of the rent charge that the provisions of Clause 20.1 of the said Transfer dated                      referred to in the Charges Register have been complied with"**

**20.2 GRANT OF RENTCHARGE**

**In consideration of the covenant on the part of the Transferor hereinafter contained the Transferee**

HEREBY GRANTS to the Transferor the Rentcharges of:-

- (a) a Fixed Rentcharge of £5.00 per annum and
- (b) the Variable Rentcharge

such Rentcharges referred to in sub paragraphs 20.2 (a) and (b) to be forever charged upon and issuing out of the land hereby transferred

PROVIDED THAT if the Rentcharges or any adjustment or any part thereof respectively shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) it shall be lawful for the Transferor at any time thereafter to re-enter upon the land hereby transferred or any part thereof in the name of the whole but without prejudice to the right of action of the Transferor in respect of any breach of the Transferee's covenants herein contained

### 20.3 TRANSFEROR'S COVENANTS

In consideration of the grant of the Rentcharges the Transferor HEREBY COVENANTS with the Transferee that the Transferor will subject to the due performance by the Transferee of his obligation to pay the Rentcharges in the manner herein provided carry out the following:-

20.3.1 i keep the Amenity Areas properly maintained including without limitation:

- (a) grass cutting
- (b) shrub plant and tree maintenance
- (c) hedge trimming
- (d) litter picking and the emptying of litter bins
- (e) maintenance of walls and fences
- (f) maintenance of signage and illumination
- (g) pest control

ii save for those parts of the drainage and sewerage system as are situated within the curtilage of residential properties extending to the point of connection with the main system for which the Transferee shall be liable pursuant to clause 18.3 to maintain the unadopted drainage and sewerage services within the Estate

iii to remedy any damage which may from time to time be caused to the surface of the Service Strips and without prejudice to the Rentcharge Provisions to take such steps as may be appropriate to recover the cost thereof should the person causing such damage be identified or identifiable

iv to remove any rubbish or garden refuse deposited within Amenity Areas to the extent not provided by the Authority

v make provision for the payment of all costs and expenses incurred by the Transferor:-

(a) in the collection of the Rentcharges payable in respect of the houses within the Estate and the enforcement of the covenants and conditions and regulations imposed in connection with the use and enjoyment of the Estate and the Amenity Areas

(b) in making such applications and representations and taking such action as the Transferor shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Transferee or on any transferee of any other of the houses on the Estate or on the Transferor

(c) in the determination of the Transferor's or the Transferor's managing agents remuneration referred to in Clause 20.5.4(iii)

(d) in the preparation and audit of the Rentcharge accounts

- vi If reasonably required by the Transferee or any other Transferee enforce the covenants and conditions contained herein on the part of the Transferee or the similar covenants and conditions entered into or to be entered into by the Transferees of other houses on the Estate in favour of the Transferor so far as the same affect the Transferee or the other purchaser or the lessee requiring such enforcement and on the Transferee or such Transferee indemnifying the Transferor against all costs and expenses in respect of such enforcement and (if so required by the Transferor) giving reasonable security for such costs and expenses
- vii enforce any rules and regulations imposed on the Estate
- viii effect insurance against the liability of the Transferor to residents within the Estate and other third parties and against such other risks and in such amount as the Transferor shall think fit in respect of the use of the Estate (but not against the liability of individual purchasers as occupiers of the houses and other residential accommodation on the Estate)
- ix pay any taxes which may be assessed or charged on the Variable Rentcharge or the income arising from any investment of the same

PROVIDED THAT:-

- (a) the Transferor shall remain liable on this covenant so long as it shall remain the owner of the Rentcharges but on transferring the Rentcharges the Transferor shall cease to be personally liable on this covenant
- (b) in the case of any item of disrepair the Transferor shall not be liable for any breach of this covenant until the Transferee has given written notice thereof to the Transferor and the Transferor has had a reasonable opportunity to remedy the same
- (c) the Transferee shall not be entitled to enforce this covenant while any sums payable under the terms of this Transfer are in arrear or the Transferee is otherwise in substantial breach of the covenants on his part contained in this Transfer and

20.3.2 not to transfer the Rentcharges except by a transfer containing a covenant by the transferee to observe and perform the covenants on the part of the Transferor herein contained (including this covenant)

20.3.3 to hold the amounts received from the Transferee and the owners of the houses and other residential accommodation within the Estate in respect of the Fixed Rentcharge the Annual Rentcharge Provision and Rentcharge Adjustment until such sums are expended in trust for the Transferee and other owners and contributors in the proportions of the payments received from each of them respectively

20.4 POWERS OF THE TRANSFEROR

It is hereby agreed between the parties that the Transferor shall have the following powers to invest the Rentcharges

20.4.1 The Transferor shall have power in its discretion to invest all sums paid to it as hereinbefore provided and as provided by the like provisions contained in transfers of other properties on the Estate on deposit or loans at a Bank or Building Society or with a local authority at interest or invest in the purchase of fixed interest Government Securities of the United Kingdom or the Government of Northern Ireland having a final redemption date not later than five years after the date of acquisition such sums representing the reserve created pursuant to Clause 20.5 and to withdraw the same from deposit or realise the same as required in order to meet expenses referred to in that Clause or to meet any temporary deficiency in the monies available to meet the expenditure referred to in Clause 20.5

20.4.2 The Transferor shall have power in its discretion to:

- (a) place or invest such sums or any part thereof jointly with other funds on a single account or

holding

- (b) place such sums or investments in the name of a nominee
- (c) exercise the same powers of investment in respect of rentcharge monies which are intended for current expenditure and do not represent reserves

## 20.5 COMPUTATION OF THE VARIABLE RENTCHARGE

20.5.1 The Variable Rentcharge shall be the Rentcharge Proportion of the expenses and outgoings and other heads of expenditure and reserves set out in clause 20.5.4 in respect of each Rentcharge Year

20.5.2 The Annual Rentcharge Provision in respect of each Rentcharge Year shall be computed not later than the beginning of December immediately preceding the commencement of the Rentcharge Year (other than the Rentcharge provision for the current maintenance year which has already been computed) and shall be computed in accordance with clause 20.5.3

20.5.3 Prior to the commencement of each Rentcharge Year the Transferor shall compute the Annual Rentcharge Provision for such Rentcharge Year and give to the Transferee details of such computation

20.5.4 The Annual Rentcharge Provision shall consist of an estimate of the sum comprising:-

- (i) The expenditure estimated by the Transferor as likely to be incurred in the Rentcharge Year by the Transferor for the purposes mentioned or referred to in clause 20.3.1 together with the cost of all water gas electricity oil or other service consumed or to be consumed and the cost of hiring and/or purchasing equipment and the cost of repairing and maintaining the same in working order as may be reasonably necessary to fulfil the purposes mentioned in paragraph 20.5.4(i)
- (ii) An appropriate amount determined by the Transferor as a reserve for or towards those of the matters mentioned or referred to in clause 20.3.1 as are likely to give rise to expenditure after such Rentcharge Year being matters which are likely to arise either only once or at intervals of more than one year
- (iii) a reasonable sum to pay and reimburse the Transferor and its managing agent for the administrative and management expenses in respect of the Annual Rentcharge Provision (including a profit element) such sum if challenged by any Transferee to be referred for determination by an Independent Chartered Accountant appointed on the application of the Transferor by the President of the Institute of Chartered Accountants in England and Wales acting as an expert
- (iv) The cost of employing contractors to carry out any of the Transferor's obligations under this Transfer
- (v) The fees and disbursement paid to any managing agent accountant solicitor or other professional person in relation to the management obligations herein and the preparation auditing or certification of any accounts of the costs expenses outgoings and matters referred herein
- (vi) All other expenses (if any) incurred by the Transferor in or about the maintenance and proper and convenient management and running of the Amenity Areas and any interest paid on any money borrowed by the Transferor to defray any expenses incurred by it and specified in this Schedule
- (vii) Any Value Added Tax or tax of similar nature payable in respect of any costs expenses outgoings or matters falling within any paragraph of this Schedule
- (viii) Paying any taxes which may be assessed or charged on the Variable Rentcharge

- (ix) Paying or making such provision as the Transferor shall think fit for pensions annuities or retirement or disability benefits for staff

but reduced by such amount (if any) as the Transferor at the date of computation intends to draw from reserve during the Rentcharge Year (net of Fixed Rentcharge receipts)

- 20.5.5 (a) After the end of each Rentcharge Year the Transferor shall determine the Rentcharge Adjustment
- (b) The Transferee shall be allowed against the Rentcharges due from the Transferee for the next following Rentcharge Year or shall on demand pay as the case may be the Rentcharge Proportion of the Rentcharge Adjustment
- 20.5.6 Subject to the provisions of Clause 20.5.4 a Certificate signed by the Transferor or the Transferor's appointed agent or accountant and purporting to show the amount of the Annual Rentcharge Provision or the amount of the Rentcharge Adjustment for any Rentcharge Year shall be conclusive of such amount
- 20.5.7 The Transferor shall arrange for accounts of the Variable Rentcharge in respect of each Rentcharge Year to be prepared and shall supply to the Transferee a summary of such accounts
- 20.5.8 (a) If in the opinion of the Transferor it should at any time become equitable so to do the Transferor may recalculate on an equitable basis the Variable Rentcharge and give notice to the Transferee accordingly
- (b) as from the date specified in the notice referred to in sub-paragraph (a) hereof the recalculated Variable Rentcharge referred to therein shall be substituted for that set out in clause 20.5

***The Transferors and all other necessary parties (including the proprietors of all titles listed in panel 3) should execute this Transfer as a Deed using the space below and sign the plan.***

Executed as a Deed by affixing **THE COMMON** )  
**SEAL of COUNTRYSIDE RESIDENTIAL** )  
**(SOUTH WEST) LIMITED** in the presence of: )

**Authorised Signatory**

**SIGNED as a DEED by the said** )  
**purchaser** )  
**in the presence of:-** )

**SIGNED as a DEED by the said** )  
**purchaser** )  
**in the presence of:-** )



**Dated \_\_\_\_\_ 200**

**[ \_\_\_\_\_ ] (1)**

**-and-**

**COUNTRYSIDE RESIDENTIAL (SOUTH WEST) LIMITED (2)**

**DEED OF COVENANT  
re: No [ \_\_\_\_\_ ]**

THIS DEED OF COVENANT is made the \_\_\_\_\_ day of \_\_\_\_\_ 200[ ]  
BETWEEN [ \_\_\_\_\_ ] of [ \_\_\_\_\_ ] (1) COUNTRYSIDE  
RESIDENTIAL (SOUTH WEST) LIMITED whose registered office is at Countryside House The  
Drive Brentwood Essex CM13 3AT (2)

## 1. **DEFINITIONS**

For the purposes of this Deed the definitions contained in the Principal Transfer shall apply hereto insofar as may be necessary for the proper interpretation hereof and the following definitions shall also apply:-

“the Covenants”	The covenants on the part of the Transferee contained in the Principal Transfer
“the New Owner”	The said [ _____ ]
“the Principal Transfer”	A transfer dated the [ _____ ] day of [ _____ ] 200[ ] made between the Transferor (1) and the Transferee (2)
“the Property”	[ _____ ] Royal Victoria Park Charlton Road Westbury on Trym Bristol
“Estate Regulations”	The Estate Regulations as defined in the Principal Transfer
“Transferor”	The said Countryside Residential (South West) Limited
“Transferee”	The Transferee defined in the Principal Transfer

## 2. **RECITALS**

The purpose of this Deed is to satisfy the requirement of clause 20 of the Principal Transfer

3. **DIRECT COVENANT**

The New Owner hereby covenants with the Transferor:-

- (i) To pay the Rentcharges in the manner prescribed in the Principal Transfer
- (ii) To observe and perform the Covenants
- (iii) To observe and perform any rules and regulations imposed by or on behalf of the Transferor or the owner or owners for the time being of the Amenity Areas

and to indemnify and keep the Transferor indemnified against any breach or non-observance of the Covenants and any expenditure on the part of the Transferor in enforcing the provisions thereof against the New Owner and/or the recovery of the Rentcharges

4. **ACKNOWLEDGEMENT**

The New Owner acknowledges and confirms the contents of the Proviso immediately following clause 19 of the Principal Transfer and the contents of the Provisos to clauses 20.2 20.3.1 and 20.5 of the Principal Transfer

Executed as a Deed the day and year first before written

SIGNED and DELIVERED )  
by the New Owner in the presence of:- )

