

Covenants for Houses

D. Restrictive covenants by the Transferee (include words of covenants)

FOR the benefit and protection of the Neighbouring Premises and so as to bind the Property into whosoever hands the same may come but not so as to render the Transferee personally liable for any breach of covenant after he or they shall have parted with all interest in the Property the Transferee hereby covenants with the Transferor and also as a separate covenant with every other person who is now or who will be an owner of any part of the Estate and with the Manager and the Builder that the Transferee and those deriving title under him will at all times hereafter observe and perform the following restrictions and stipulations

1. The Property shall not be used for any purpose other than as one private dwellinghouse in the occupation of one household only
2. No advertisement sign hoarding or placard shall be placed or erected upon the Property except that after the Transferor has completed the transfer or lease of all the other plots on the Estate the Transferee may allow a board of the usual size and description to be erected announcing that the Property is to be let or sold
3. No hedge fence or wall shall be erected in front of the dwellinghouse erected upon the Property to a greater height than 900mm and elsewhere to a greater height than 1.8 metres
4. No external television or wireless aerial or other external antennae or television satellite receiving apparatus shall be erected on the Property other than a television satellite receiving apparatus of a discreet size placed behind the rear building line of the Property and not visible from the Roads
5. No right of way or other easement over the Property shall be granted to or allowed to be created by or to any third party
6. Not to interfere with or remove or destroy any landscaping shrubs or plants laid down by the Transferor or the Builder
7. Nothing shall be done on the Property so as to create a nuisance annoyance or inconvenience to the owners and occupiers of the Neighbouring Premises or any part thereof
8. Not to hang out clothes or other items on the Property except in the drying area at the rear of the Property
9. (a) Not at any time to plant any trees or other deep rooting plants or shrubs nor erect any buildings fences walls or other erections within one and a half metres of any Transmission Media
(b) Not to do or cause or permit to be done anything likely to cause damage or injury or to prevent access to any Transmission Media and to take all reasonable precautions to prevent such damage or injury thereto
(c) Not to remove or permit to be removed any fence or wall erected on the Property whether forming part of the boundary of the Property or otherwise
(d) Not to construct any building or structure excluding boundary walls fences roads footpaths drives or pathways on or over land within three (3) metres measured horizontally from the centre line of any sewer on the Estate and not to do any act or thing which shall or may prevent access with or without vehicles to such sewer for the purposes of repair renewal or maintenance

10. Not to lop or fell any trees on the Property without the prior permission of the local planning authority (if applicable) and within three years of the date hereof without the written consent of the Transferor
11. Not to keep or allow to be kept any pigs fowl poultry or any livestock other than domestic pets upon the Property
12. Not to do any act which may interfere with the quiet use or enjoyment of the Manager's Land by any person entitled to the use and enjoyment thereof nor create any nuisance therein
13. Not to obstruct or damage any part of the Manager's Land and not to leave any articles of any description or litter in or upon any part thereof
14. Not to permit any animals to foul the Manager's Land or the Adoptable Roads Roads Accessways or Footpaths
15. Not to behave or permit any person residing or staying in the Property to behave in the Manager's Land in a manner which is loud unreasonable noisy objectionable unruly or otherwise un-neighbourly but in all matters to act in regard to the Manager's Land in a courteous and responsible manner and so as to occasion no unnecessary expense for the upkeep thereof
16. No alteration shall be made to the external appearance of any building (including without prejudice to the generality of this clause the colour scheme of the front doors window frames and walls thereof) forming part of the Property nor shall any addition be made thereto otherwise than in accordance with paragraphs 3, 4 and 17 of this section D of panel 13
17. No green-houses sheds conservatories or summer-houses or other similar buildings or structures shall be erected upon the Property until the Transferor has completed the transfer or lease of all of the plots on the Estate except with the prior written approval of the Builder whose discretion in such matters shall be absolute
18. Without prejudice to the generality of the foregoing not to make any further openings in the Property for windows or roof lights of any description
19. Not to underlet or create any tenancies in respect of the Property or part with possession of the Property for a period of less than six (6) months
20. Subject to paragraph 21 of this section D of panel 13 not to park or permit to be parked on the Estate any vehicle otherwise than in the garages or designated parking spaces and not to park or permit to be parked any vehicle on Roads Accessways or Footpaths
21. Not to permit any commercial vehicles to be parked on the Estate save in connection with deliveries to or servicing of the Property AND in no case shall such vehicles remain on the Estate overnight
22. Not to permit any vehicle to remain on the Property (otherwise than in a garage) which neither shall be in a road-worthy condition nor have current Road Tax
23. Not to park on the Estate (including the Property) any caravan trailer boat or motorised caravan
24. Not to allow any matter or article to pass into the foul drainage system which might damage any foul drainage pump
25. Not to do or permit or suffer to be done anything whereby the Manager's policy or policies of insurance on the Estate or any part or parts thereof may become void or voidable or whereby the premium thereon may be increased and to repay to the Manager all sums paid by way

of increased premiums and all expenses incurred by it in or about any renewal of such policy or policies rendered necessary by a breach of this covenant and to notify the Manager as soon as possible of any event which is likely to lead to a claim on the Manager 's insurance

26. Not to transfer the whole or any part of the Property or to grant a lease thereof for a term in excess of seven (7) years without requiring the party to whom the Property is to be transferred or let as the case may be to apply for membership of the Manager and in the case of a transfer of the whole or any part of the Property the transferee entering into a Deed of Covenant in accordance with that contained in section N of panel 13 and in the case of a lease in excess of seven (7) years of the whole or any part of the Property the lessee entering into a Deed of Covenant in such form as the Manager shall reasonably require such Deed of Covenant to be without prejudice to the concurrent liability under the Deed of Covenant entered into or to be entered into by the freehold owner of the Property
27. For as long as the Manager shall comply with its covenant to insure the Property set out in paragraph 10 of section H of panel 13 of this transfer not to insure the Property against any of the Insured Risks