

H. M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1988

**TRANSFER OF PART
IMPOSING FRESH RESTRICTIVE COVENANTS**

County & District : Oxfordshire Oxford

Title Numbers : ON2954 ON3736 ON4827 ON19536 and ON15971

Property : Land at Walton Well Road

Dated : 199

1. DEFINITIONS

This Transfer incorporates the following definitions:-

- 1.1 "The Transferor" means BERKELEY HOMES (OXFORD) LIMITED whose Registered Office is situate at Berkeley House 19 Portsmouth Road Cobham Surrey KT11 1JG (C o m p a n y Registration Number 2843844)
- 1.2 "The Management Company" means OXFORD WATERSIDE MANAGEMENT COMPANY LIMITED whose Registered Office is at Greyfriars Court Paradise Square Oxford OX1 1BB
- 1.3 "The Transferee" means [] of []

- 1.4 "The Plan" means the plan bound up within for identification only
- 1.5 "The Property" means the land with the dwellinghouse erected thereon shown edged red on the Plan being plot [] and known or intended to be known as []
- 1.6 "The Estate" means the land now or formerly part of the land comprised in the Title Numbers
- 1.7 "The Neighbouring Premises" means the Estate other than the Property
- 1.8 "The Common Parts" the landscaped areas footpaths forecourts parking and other areas on the Estate which are intended for use by the Transferee in common with the owners and occupiers of the flats and other houses on the Estate
- 1.9 "The Estate Rentcharge" A peppercorn
- 1.10 "The Payment Days" the 1st day of January and the 1st day of July in each year
- 1.11 "Accounting Year" the period of twelve months ending on 31st December (or on such other date as the Management Company may from time to time decide)
- 1.12 "The Specified Percentage" means an equal percentage with the other flats and houses on the Estate
- 1.13 "Estate Maintenance Charge" means the Specified Percentage of the costs of maintaining the Common Parts and the

services and of the Management Company complying with its obligations under Clause 7 hereof during any Accounting Year

- 1.14 "Estimated Estate Maintenance Charge" means £50 for the first Accounting Year and for next and each subsequent Accounting Year the Specified Percentage of such sum as shall be certified by the Management Company as being a reasonable estimate of the expenditure likely to be incurred by the Management Company during such Accounting Year in complying with its obligations under the Fifth Schedule hereof
- 1.15 "The Services" means the sewers soakaways drains sewage pump (if any) wires cables meters and ancillary works now or within the Specified Period laid or to be laid in or under or over the Estate not being the part of the property
- 1.16 "The Perpetuity Period" means the period of 80 years from 1st January 1997

2. TRANSFER

- 2.1 In consideration of _____ pounds (£ _____) the receipt whereof is hereby acknowledged the Transferor hereby transfers to the Transferee with Full Title Guarantee the Property being part of the land comprised in

the titles above mentioned TOGETHER WITH the easements and rights set out in the First Schedule hereto BUT EXCEPT AND RESERVED the easements and rights set out in the Second Schedule hereto and SUBJECT TO the restrictions and stipulations set out in the Third Schedule hereto

- 2.2 The Transferee hereby grants to the Transferor out of the Property the Estate Rentcharge and the Estate Maintenance Charge together with any interest which may be due thereon calculated in accordance with the Fourth Schedule hereto

3. AGREEMENT AND DECLARATION

It is hereby agreed and declared that the Property does not have the benefit of and this Transfer does not grant to the Transferee any easement or other right over the Neighbouring Premises save those which are expressly granted in this Transfer and the Transferor shall be at liberty to build upon develop convey and demise the Neighbouring Premises in such manner and upon and subject to such terms provisions and stipulations if any as it may think fit and the Transferor shall be entitled in its absolute discretion at any time to vary or waive any restrictions or stipulations affecting the Property or any Neighbouring Premises

4. TRANSFEREE'S COVENANTS

- 4.1 The Transferee hereby covenants with the Transferor:-
- 4.1.1 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 one half metres either side of any gas main or sewer
 - 4.1.2 Not to do or cause or permit to be done on the Property anything calculated

or likely to cause damage or injury to or prevent access to any gas main or sewer and to take all reasonable precautions to prevent such damage or injury

4.2 For the benefit and protection of the Neighbouring Premises and so as to bind the Property into whosoever hands the same may come the Transferee hereby covenants with the Transferor that the Transferee and the persons deriving title under him will at all times hereafter:-

- 4.2.1 observe and perform the restrictions and stipulations set out in the Third and Fourth Schedules hereto
- 4.2.2 maintain good and sufficient fences or brick walls along the boundaries of the Property marked 'T' inside the same on the Plan provided that (if applicable) all walls separating the Property from any Neighbouring Premises shall be deemed to be party walls and maintainable as such
- 4.2.3 maintain the shrubs trees plants and grassed areas now or hereafter planted or laid by the Transferor within the Property
- 4.2.4 pay and contribute an equal share of the cost together with the owners for the time being of the other plots on the Estate using the same from time to time of maintaining repairing and renewing the services including running costs and electricity charges which are used in common by the Transferee and such other owners as aforesaid.
- 4.2.5 maintain repair renew and pay and contribute an equal share of the cost together with the owners for the time being of all other plots on the Estate using the same of maintaining repairing and renewing that part of the footpath hatched blue on the Plan as gives access to the Property
- 4.2.6 pay and contribute an equal share of the cost together with the owners for the

time being of all the other plots on the Estate of maintaining repairing and renewing

- (a) the Common Parts
- (b) the private street lighting (if any)
- (c) the Services

4.2.7 grant any easements wayleaves and licences to County and District Councils electricity boards and other statutory or public authorities and undertakers as any of them may require in connection with the services usually provided or maintained by them and being for the advantage and benefit of the Estate

4.3 With the object and intention of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee hereby covenants with the Transferor to observe and perform the covenants contained or referred to in the Charges Register of the titles above mentioned so far as the same are still subsisting and capable of being enforced and indemnify the Transferor against all claims actions proceedings costs damages expenses and demands in respect of any breach non-performance or non-observance thereof

5. TRANSFEROR'S COVENANTS

The Transferor hereby covenants with the Transferee and its successors in title:-

- 5.1 that the Transferor will construct the estate road and footpaths to the satisfaction of the appropriate Highway Authority and will maintain the same in good repair and condition until taken over and adopted by the said Authority as public highway and that it will indemnify the Transferee against all costs charges and expenses in respect thereof
- 5.2 that the Transferor will observe and perform the covenants contained in the Fifth

Schedule hereto until it completes a transfer of the freehold of the Estate (excluding the Property) to the Management Company (being completion of the assurance and not registration at H M Land Registry)

- 5.3 to complete a transfer of the freehold of the Estate (excluding the Property) to the Management Company for a consideration of One Pound (£1.00) as soon as reasonable possible after completion of the sale of the last of the houses or flats on the Estate to be sold
- 5.4 to sell each freehold property on the Estate on substantially the same terms as this Transfer
- 5.5 to maintain the retaining wall on the eastern boundary of the Estate being the boundary alongside the Oxford canal

6. MANAGEMENT COMPANY'S COVENANT

The Management Company hereby covenants with the Transferee and (as a separate covenant) with the Transferor that the Management Company will observe and perform the covenants contained in the Fifth Schedule hereto once a transfer of the freehold of the Estate has been completed in its favour (being completion of the assurance and not registration at H M Land Registration)

7. INTERPRETATION

In this Transfer the masculine gender includes the feminine gender and singular includes the plural and vice versa and all covenants by more than a single person are joint and several covenants by both or all covenanting parties and such persons declare that the survivor of them

[can] [cannot] give a valid receipt for capital money arising on a disposition of the Property

THE FIRST SCHEDULE
(Easements and Rights Granted)

The Transferor hereby grants to the Transferee and his successors in title the owners and occupiers of the Property and all persons authorised by them:-

1. the right to the free passage and running of water soil gas electricity and other services from the Property in and through the Services now laid or which shall within the Perpetuity Period be laid in and under the Neighbouring Premises
2. the right to enter upon the Neighbouring Premises for the purpose of repairing renewing cleansing and maintaining the Services
3. such rights of access to and entry upon the Neighbouring Premises as are necessary for the repair maintenance redecoration and renewal of the Property
4. the right of support and protection of all parts of any building erected on the Property presently enjoyed from the Neighbouring Premises together with all necessary rights of eavesdrop and overhang
5. provided that the foregoing rights of entry mentioned in paragraphs 2 and 3 above are subject to the person exercising such rights giving to the occupiers of the land to be entered at least forty-eight hours notice (except in the case of emergency) before exercising such rights and making good all damage occasioned by such exercise
6. the right of way at all times and for all purposes of access to and egress from the Property with or without vehicles over the estate road which connects to Walton Well Road but on foot only over any footpath adjoining or connecting to the same
7. the right of way at all times for all purposes of access to and egress from the Property

- with or without vehicles over of the accessway hatched brown on the Plan
- 8 the right of way but on foot only for all purposes of access to and egress from the Property over so much of the footpath hatched blue on the plan as does not fall within the curtilage of the Property
- 9 the right to park on fully taxed and licensed private motor car on the parking space allocated by the Transferor or the Management Company from time to time adjacent to plots [4] to [6]
- 10 the right together with the remaining plots [4] to [6] to use the visitors parking space(s) marked "V" but for periods not exceeding 12 hours in any period of 24 hours

THE SECOND SCHEDULE
(Easements and Rights Excepted and Reserved)

There is excepted and reserved unto the Transferor and its successors in title the owners and occupiers of the Neighbouring Premises or any adjoining or neighbouring property acquired by the Transferor and all persons authorised by them:-

1. the right within the Perpetuity Period to lay and place in over or under the Property gas water electricity telecommunications and any other pipes or cables common soil and surface water drains soakaways chambers and meters or to make connections to any such pipes cables drains or meters now or hereafter laid
2. the right of drainage and running of water and soil and passage of gas water electricity telecommunications and other services from and to the Neighbouring Premises into and through so much of the said gas water electricity telecommunications and other pipes or cables common soil and surface water drains soakaways sewage pumps chambers and meters as are placed or laid in over or under or which shall within the Perpetuity Period

- be placed or laid in over or under the Property
3. the right of access to and to enter upon the Property for the purpose of installing connecting laying maintaining repairing renewing and cleansing any such gas water electricity telecommunications and other pipes or cables common soil and surface water drains soakaways sewage pumps chambers and meters and any other services and (where applicable) to inspect any meter for any services supplied to the Neighbouring Premises
 4. such rights of access to and entry upon the Property as are necessary for the repair maintenance redecoration and renewal of the Neighbouring Premises and the retaining wall referred to in clause 5.5 hereof
 5. the right of support and protection of all parts of any building on the Neighbouring Premises enjoyed from the Property together with all necessary rights of eavesdrop and overhang
 6. the right of way at all times for all purposes of access to and egress from any part of the Neighbouring Premises with or without vehicles over any part of the accessway hatched brown on the Plan as falls within the curtilage of the Property
 7. the right of way but only on foot for all purposes of access to and egress from any part of the footpath hatched blue on the plan as falls within the curtilage of the Property
 8. such rights of access to and entry upon the Property as are necessary for
 - 8.1 the completion of any landscaping works to the Property and the Estate and
 - 8.2 the construction repair maintenance redecoration and renewal of the Neighbouring Premises
 9. the right for the Transferor and the local authority of access to and entry upon the Property for the purposes of affixing to any building erected thereon or erecting in any position required by the local authority a street nameplate as may be required by the local authority and thereafter such rights of access to and entry upon the Property for

the Transferor and the local authority for the purpose of maintaining repairing renewing and cleansing such street nameplate

10. provided that the foregoing rights of entry mentioned in paragraphs 3, 4, 8, and 10 above are subject to the persons exercising the same giving to the occupier of the Property at least forty-eight hours notice (except in the case of emergency) before exercising such right and making good all damage occasioned by such exercise

THE THIRD SCHEDULE
Restrictions and Stipulations
(enforceable by the Transferor and other Transferees)

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 sale of all its 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 not more than 1.8 metres above ground level and behind the rear building line
5. No external alterations or garage garden shed outbuilding extension or temporary building including a conservatory other than a small garden shed or greenhouse shall be

erected or be permitted to remain on the Property without the consent of the Transferor and unless plans in respect of the same shall have been previously approved in writing by the Transferor to whom a fee of not less than £30.00 plus Value Added Tax for approving the same shall be paid

6. 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
7. Not to interfere with or remove or destroy any landscaping shrubs or plants laid down by the Transferor
8. 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
9. Not to park any boats caravans horse boxes or commercial vehicles on the Property
10. Not to park any vehicle on the estate roads during the construction of the Estate or driveways used in common by the Transferee with the owners for the time being of any other plot on the Estate
11. Not to hang out clothes or other items on the Property except in an area to the rear of the dwelling erected thereon
12. 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 one half metres of any service installation
13. Not to do or cause or permit to be done anything likely to cause damage or injury or to prevent access to any such installation and to take all reasonable precautions to prevent such damage or injury thereto
14. 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

15. Not to lop or fell any trees on the Property without the prior permission of the local planning authority (if applicable) and within one year of the date hereof without the written consent of the Transferor
16. Not to allow any matter or article to pass into the foul drainage system which might damage any foul drainage pump
17. Not to keep or allow to be kept any pigs fowl poultry or any livestock other than domestic pets upon the Property

THE FOURTH SCHEDULE

(Transferee's covenants enforceable by the Transferor)

1. To pay interest at the rate of 4% a year over the base lending rate for the time being of National Westminster Bank PLC on all monies hereby covenanted to be paid by the Transferee to the Transferor which shall remain unpaid for fourteen days after the same shall have become due (demand for payment having been made in accordance with paragraph 4 of this Schedule) such interest to be calculated from the date on which the same shall be paid
2. Within one month after the creation or any devolution of any legal or equitable estate or interest (including any charge by way of legal mortgage) in the Property howsoever effected to give notice in writing thereof to the Transferor and to the Management Company and to pay to the Transferor's solicitors £25 (together with any Value Added Tax which may be payable in respect thereof) for registration of such notice
3. To pay all costs charges and expenses which may reasonably be incurred by the Transferor in the recovery of arrears of the Service Charge or the Estimated Service Charge whether that recovery be successful or not

4. To pay on demand to the Transferor the Estimated Service Charge and to pay within fourteen days of receipt of the Transferor's or the Management Company's annual Managements Accounts any balancing contribution of the Service Charge (if any) as shall properly be found to be due from the Transferee
5. To apply irrevocably to be registered as a member of the Company
6. Not to transfer the whole or any part of the Property without first executing a Transfer of the Transferee's share the Management Company into the name or names of the party to whom the Property is to be transferred the said party applying for membership therein and in the case of the grant of a lease for a term in excess of 6 months (and if so required by the Company) to ensure that the tenant enters into a Deed of Covenant with the Management Company

THE FIFTH SCHEDULE

(Covenants by the Management Company with the Transferee)

REPAIRS AND MAINTENANCE

1. To maintain repair amend renew cleanse repaint and redecorate and otherwise keep in good and tenantable condition the
 - 1.1 The Common Parts
 - 1.2 The Servicesproviding that nothing herein contained shall prejudice the Management Company's right to recover from the Transferee or any other person the amount or value of any loss or damage suffered or caused by reason of the negligence or other wrongful act or default of the Transferee or such other person

SERVICES

2. So far as practicable:
 - 2.1 to supply and provide purchase maintain renew replace repair and keep in good and serviceable order and condition all appurtenances appointments fixtures and fittings bins receptacle tools appliances materials and other things which the Transferor or the Management Company may deem desirable or necessary for the maintenance upkeep or cleanliness of the Estate and the buildings thereon
 - 2.2 to carry out any works required to be done by reason of any breach by the Transferee of any of the covenants on his part herein contained
 - 2.3 to perform and carry out such other works and services in connection with the Estate and the buildings thereon (including the Property) as the Management Company shall in general meeting decide
 - 2.4 to employ such persons as the Management Company may in its absolute discretion consider desirable or necessary to enable to perform or maintain the said services or any of them or for the proper management or security of the Estate and all parts thereof

PROVISION FOR FUTURE EXPENDITURE

3. To set aside such sums of money (which shall be deemed items of expenditure incurred by the Management Company) as the Management Company may reasonably require by way of reasonable provision for future expenditure on complying with its obligations hereunder

ENFORCEMENT OF COVENANTS

4. If so required by the Transferee and upon the Transferee indemnifying the Management Company against all costs and expenses in respect thereof and providing such security as the Management Company may reasonably require to take all reasonable steps to enforce (where appropriate) the observance and performance by the owners of the other flats and houses on the Estate of the covenants and conditions on their part contained in the leases or transfers thereof

THE COMMON SEAL of BERKELEY)
)
HOMES (OXFORD) LIMITED)
)
was hereunto affixed in the presence of :-)

Director

Secretary

EXECUTED AS A DEED on behalf of OXFORD)
WATERSIDE MANAGEMENT)
)
COMPANY LIMITED by)
)

Director

Secretary