

DATED

2009

[]

- and -

FOUR OAKS ESTATE LIMITED

DEED OF COVENANT

relating to

[]

Four Oaks, Sutton Coldfield, West Midlands

Cobbetts LLP
One Colmore Square
Birmingham
B4 6AJ
DX: 716703 Birmingham 43
Tel: 0845 404 2404
Fax: 0845 404 2434

CGO/FO360-18

THIS DEED is made the

day of

2009

BETWEEN:

- (1) [] of [] the ("**Owner**"); and
- (2) **FOUR OAKS ESTATE LIMITED** whose registered office is at 9 The Square, 111 Broad Street, Birmingham B15 1AS (the "**Company**").

WHEREAS:

- 1 In this Deed the following expressions shall have the meanings respectively assigned to them namely:

"Property" [] Four Oaks, Sutton Coldfield, West Midlands being the property comprised in Title Number [] registered at H M Land Registry.

"Estate Roads" the roads known as Bracebridge Road, Hartopp Road, Ladywood Road, Luttrell Road, Wentworth Road, Applecross, Cliveden Coppice, Hampton Drive, Heathercourt Gardens, Kenilworth Close, Knowles Drive, The Moorlands, Stoneleigh Close, Whateley Green, Cressington Drive and Coombe Park, Four Oaks aforesaid and such other new roads as may be constructed from time to time and become maintainable by the Company together with the footpaths and verges appurtenant thereto.

"Estate Roads Expenses" the costs and expenses reasonably incurred or to be incurred by the Company in channelling surfacing paving lighting repairing and maintaining and keeping clean and tidy (up to but not beyond the standard to which the same are at present channelled surfaced paved lighted repaired and maintained and kept clean and tidy) the Estate Roads but shall not include any expenses incurred to or to be incurred in making up and completing any part of the Estate Roads to the specification of the Local Authority required for adoption as public highways repairable by the inhabitants at large.

- 2 The Property is vested in the Owners in fee simple absolute in possession.
- 3 The Company is the estate owner in fee simple absolute in possession of the Estate Roads.
- 4 The parties hereto have agreed to enter into this Deed to make provision for the contribution by the Owners to the Estate Roads Expenses as hereinafter specified.

NOW THIS DEED WITNESSETH as follows:

- 1 In consideration of the covenant on the part of the Company contained in Clause 7 hereof the Owners covenant with the Company to pay and contribute to the Company a fair due and proper proportion of the Estate Roads Expenses.
- 2 The personal liability of the Owners to pay and contribute towards the Estate Roads Expenses in respect of the Property shall absolutely cease and determine when the Owners have parted with all interest in the Property and have procured from the purchaser grantee or

transferee thereof a Deed of Covenant in favour of the Company in accordance with Clause 6 of this Deed but without prejudice to liabilities incurred prior to the parting with such interest and the procuring of such Deed of Covenant.

- 3 The Company's Accountant shall certify for each year the amount of the Estate Roads Expenses and within one calendar month of the service of such certificate upon them the Owners shall pay to the Company their proportion of the Estate Roads Expenses assessed in accordance with the provisions of the next succeeding Clause. If the Owners shall dispute any item of the expenses shown in such certificate the matter in dispute shall be determined by a surveyor appointed on the application of either party to the dispute by the President for the time being of the Royal Institution of Chartered Surveyors who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties the costs of such application and determination to be borne as such surveyor shall decide.
- 4 The proportion of the Estate Roads Expenses payable by the Owners shall be determined by the Company or in case of dispute by a Surveyor appointed on the application of either party to the dispute by the President for the time being of the Royal Institute of Chartered Surveyors who shall act as an expert and not as an arbitrator and whose decision shall be final and binding upon the parties the costs of such application and determination to be borne as such Surveyor shall decide Provided Always that the basis of assessment upon the Owners of their proportion of the Estate Roads Expenses shall not be more onerous than the basis of assessment upon any other owner of any other part of the Estate of his proportion of the Estate Roads Expenses.
- 5 If the Estate Roads shall be adopted by the Local Authority as public highways repairable by the inhabitants at large then as from the date of such adoption all further liability under this Deed of Covenant hereinafter provided for in respect of the roads so adopted shall cease except hereinafter provided for in respect of the roads so adopted shall cease except as to any contributions already due and remaining unpaid.
- 6 The Owners shall upon the conveyance or transfer by them of the Property or any part thereof procure that their purchaser grantee or transferee shall enter into a Deed of Covenant with the Company in the same terms as the terms of this Deed including this Clause with such modifications only as the circumstances require and the Company shall enter into and execute such Deed and give the same covenants as are set out in Clause 7 hereof provided that the provisions of this Clause shall only apply to any conveyance or transfer executed before the expiration of 80 years from the date hereof but so that nothing herein contained shall affect the operation of section 162(1)(d) of the Law of Property Act 1925.
- 7 The Company hereby covenants with the Owners that the Company will channel surface pave light repair and maintain and keep clean and tidy (up to but not beyond the standard to which the Estate Roads are at present channelled surfaced paved lighted repaired maintained and kept clean and tidy) the Estate Roads.

- 8 The liability of the Company under the covenants contained in Clause 7 hereof shall be subject to the payment by the Owners or their successors in title of the payments and contributions covenanted to be made under Clause 1 hereof and the Company shall not be liable to the Owners under such covenants whilst any payment or contributions remain due and unpaid.
- 9 The Company hereby grants unto the Owners and their successors in title the owners for the time being of the Property and any part or parts thereof first full right and liberty for the Owners and their successors in title owners and occupiers for the time being of the Property and any part or parts thereof and all persons authorised by them or any of them in common with all others entitled thereto to pass and repass at all times and for all purposes with or without vehicles over and along the Estate Roads and in particular over and along the footpaths and verges on the Estate Road fronting the Property with the right to enter the Property from the Estate Road and its footpaths and verges and secondly the right to the free and uninterrupted passage and running of main water soil gas and electricity foul water drainage and sewerage in through and along the sewers drains pipes main water pipes and electricity cables serving the Property which are situated under the Estate Roads footpaths and verges and the right at all times to enter upon the Estate Road footpaths and verges for the purposes of maintaining repairing renewing relaying and cleansing and making connections with the said sewers drains pipes mains wires and cables and the right to excavate and break into the Estate Road footpaths and verges for all the purposes aforesaid the persons exercising such rights causing as little damage as possible in the exercise thereof and forthwith making good all damage done.
- 10 The Owners hereby covenant with the Company to the intent that the burden of these covenants shall run with and bind the Property and each and every part thereof into whosoever hands the same may come and so that the same may be enforceable against every and any owner or occupier from time to time thereof (but so that the Owners shall not be personally liable in respect of any breach of any such covenants occurring on any part of the Property after they shall have parted with all interest in that part on which such breach occurs) for the benefit and protection of the parts of the Four Oaks Estate now owned by the Company (including the Estate Roads) and each and every part thereof and so that the benefit of these covenants shall be annexed thereto to observe and perform the several covenants restrictions provisions and stipulations set out in the Schedule hereto.
- 11 The Owners shall within one month of the date of this deed apply to the Land Registry for the entry of a restriction in the register of the title to the Property in Form L as set out below:
- "No disposition of the registered estate (other than a 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 the solicitors for Four Oaks Estate Limited whose registered office is at 9 The Square, 111 Broad Street, Birmingham B15 1AS that the provisions of Clause 6 of this Deed of Covenant have been complied with"

12 The Owners shall pay the legal fees of the Company for the preparation and completion of this deed being £350 plus VAT.

IN WITNESS whereof the parties have executed this Deed the day and year first before written

THE SCHEDULE

Covenants, Restrictions, Provisions and Stipulations

- 1 No building or erection shall be erected upon the Property save a detached dwellinghouse with garage, greenhouse and other usual outbuildings for occupation and use therewith.
- 2 Such dwellinghouse shall stand in not less than one third of an acre of land which shall be its curtilage and garden and in the exclusive occupation of the occupier of the dwellinghouse and shall have a superficial floor area (exclusive of garages and outbuildings) in the case of a bungalow of at least 1200 feet super and in the case of a house of at least 1600 feet super.
- 3 Such dwellinghouse shall be used as a single private dwelling in the occupation of one family.
- 4 No building or erection other than a dwellinghouse shall be used or occupied except as appurtenant to a dwellinghouse and in the exclusive occupation of the occupier of such dwellinghouse.
- 5 No trade business or profession shall be carried on upon the Property or any part thereof or in any building or erection thereof.
- 6 Not without the previous consent of the Company to carry out (save in an emergency) any external building repairing or other work (other than painting) between the hours of 1:00 pm on Saturday and 8:00 am on Monday or on any public general holiday in England.
- 7 No timber or other tree shall be cut down lopped or topped (save in case of emergency) except with the previous consent of the Company (such consent not to be unreasonably withheld).
- 8 Not to do suffer or permit anything which shall or may be or tend to be a nuisance annoyance damage or disturbance to the occupiers of the Estate or any part thereof.

SIGNED by [] in the presence of:

WITNESS:

Signature:

Address:

.....

.....

Occupation:

SIGNED by [] in the presence of:

WITNESS:

Signature:

Address:

.....

.....

Occupation:

EXECUTED AS A DEED by affixing the Common Seal of **FOUR OAKS ESTATE LIMITED** in the presence of:

DIRECTOR/SECRETARY

DIRECTOR