

## DEED OF COVENANT 16 July 1976

This Deed of Covenant is made the Sixteenth day of July one thousand nine hundred and seventy-six between **Geoffrey Perfect Holdings Limited** whose registered office is at Penn in the County of Buckingham (hereinafter called "**PERFECTS**") of the first part **MANOR FARM (SEER GREEN) MANAGEMENT COMPANY LIMITED** whose registered office is at Penn in the County of Buckingham (hereinafter called "**the Company**") of the second part And the several persons from time to time specified in the Second Schedule hereto (hereinafter called "**the Purchasers**") of the third part.

WHEREAS :-

- (1) Throughout this deed the expression "the Estate" shall mean the land with the buildings from time to time erected thereon shown enclosed within the red edging on the plan annexed hereto but excluding the Southern Electricity Board's sub-station site at the rear of plots 27 and 28 on the approved layout plan and the expression "the communal areas" shall (but subject to the provisions of clause 5 hereof) mean the roads and footpaths shown on the said plan and the areas shown coloured blue yellow green mauve and pink on the said plan but excluding those roads and footpaths intended to be adopted by the Buckinghamshire County Council
- (2) PERFECTS intend to sell the dwelling houses and garages on the Estate on condition that the respective Purchasers thereof shall each become parties to these presents and enter into and be bound by the Purchasers' covenants herein contained.
- (3) It is intended that the Company shall apply the contributions to be paid to it by the Purchasers under the provisions hereinafter contained in the upkeep and maintenance of the Communal Areas for the benefit of all the Purchasers and their successors in title on the Estate.

NOW THIS DEED WITNESSETH as follows :-

- (1) Each of the Purchasers hereby covenants with PERFECTS and with the Company and with every other Purchaser and his successors in title to the intent that this covenant shall bind the property set opposite each respective Purchaser's name in the Second Schedule hereto (such respective properties being each hereinafter referred to as "the Property") and shall (subject to the further provisions herein contained) ensure for the benefit of the remainder of the Estate and every part thereof that he and his successors in title will :-
  - i) contribute on the thirty-first day of March (31st March) in each year such equitable proportion as shall be assessed and fixed from time to time by the Company whose decision in this respect shall (subject to the provisions of clause 2 hereof) be final and binding on all parties hereto of all costs and expenses at any time and from time to time hereafter incurred or to be incurred by the Company in carrying out the provisions of clause 3 hereof
  - ii) on every transfer of his property (or any part thereof) require the Transferee to subscribe to and execute these presents PROVIDED THAT in this sub-paragraph and throughout the remainder of these presents the expression "the transfer" shall where the context permits include as well as a transfer of the freehold interest the grant or assignment of a lease of the property or any part thereof for a term exceeding Seven years but shall not include a mortgage or legal charge
  - iii) upon each and every other occasion upon which a disposition (the word "disposition" whenever used in this deed to include an Assent) of the freehold interest or a leasehold term exceeding seven years in the property (or any part thereof) other than a mortgage or legal charge shall be executed or made in favour of another person ensure that such disposition shall require such other person to subscribe to and execute these presents
  - iv) observe and perform at all times all rules and regulations made by the Company relating to the use of the Communal Areas
  - v) ensure that every transfer of the freehold interest in the property and every leasehold disposition (other than a mortgage or legal charge) of the property requiring to be registered at HM Land Registry and every other disposition of the property requiring to be so registered shall contain a restriction in the following terms :-

"Except under an Order of the Registrar no disposition by the proprietor of the land is to be registered without the written consent of Manor Farm (Seer Green) Management Company Limited of Penn Buckinghamshire having first been obtained PROVIDED THAT this restriction shall not apply to the creation of any mortgage or legal charge by any such proprietor or by any person entitled with such consent to become registered as proprietor AND PROVIDED FURTHER THAT in this restriction "proprietor" shall include a personal representative, trustee in bankruptcy or other persons entitled to make a disposition without himself first being registered and "disposition" shall include an Assent"
  - vi) at all times hereafter to observe and perform the stipulations and restrictions set forth in the First Schedule hereto
  - vii) at all times comply with the conditions and restrictions contained in the deed of undertaking dated the twenty-first day of June One thousand nine hundred and seventy-three made between PERFECTS (by their then name of Frank Perfect & Sons Limited) of the one part and the Rural District Council of Amersham of the other part as varied by a Supplemental Deed of Undertaking dated the Sixth day of April One thousand nine hundred and seventy-six made between PERFECTS of the one part and the Chiltern District Council of the other part and by any further variation made with the consent of the last mentioned Council at any time within seven years from the date hereof so far as such covenants and conditions relate to and affect the Property PROVIDED THAT as regards any covenants or restrictions of a negative or restrictive nature herein contained PERFECTS shall be entitled at any time and from time to time to vary modify or release the same upon such terms and conditions as PERFECTS shall think fit and the creation of a building scheme in respect of the Estate or any part thereof is hereby expressly negated

- (2) IF at any time not less than Twenty property-owners upon the Estate make a representation in writing to the Company that any decision of the Company as to the equitable proportion payable by any property-owner on the Estate under the provisions herein before contained is inequitable then the Company shall apply to the president for the time being of the Royal Institution of Chartered Surveyors to nominate a Surveyor to investigate the complaint and the Surveyor so appointed shall act as an expert and decide the matter and his decision shall be final and binding upon all property-owners on the estate and the fees of such Surveyor shall be paid as a management expense of the Company PROVIDED THAT the provisions of this clause shall not apply to contributions or proportions actually paid or entitle any person to require any amount paid prior to the date of making of such representation to be reviewed.
- (3) THE COMPANY hereby covenants with each Purchasers and also with PERFECTS that the Company will subject in all respects to the provisions hereinafter contained and to the performance by the Purchasers and each of them of the obligations on their part in these presents contained :-
- a) maintain in good repair and condition the roads and footpaths included in the Communal Areas
  - b) maintain in good repair the surface of those areas forming part of the Communal Areas provided upon the Estate for the parking of motor vehicles by residents upon the Estate generally including the parking areas provided for shoppers
  - c) cut and maintain the lawns and landscaped areas comprised in the Communal Areas
  - d) maintain in good condition any remaining parts of the Communal Areas

PROVIDED THAT the Company shall (subject to clause 2 above) have a complete unfettered discretion as to how it will allot and apportion the contributions and payments which it receives between the different areas of the Estate and between the different properties on the Estate and the different kinds of work requiring to be done AND PROVIDED FURTHER THAT the Company shall be entitled to charge and retain out of the contributions and payments it receives reasonable remuneration for work performed by the Company as well as its employees servants and contractors pursuant to its covenants herein contained PROVIDED FURTHER that the Company's liability under its covenants herein contained shall be limited to and not exceed the amount of the contributions and payments actually received from Purchasers by the Company.

- (4) THE COMPANY hereby further covenants with each of the Purchasers and also with PERFECTS that the Company will issue its written consent free of any charge to the Purchasers or any intending transferee or other disponent to the registration of an intending transferee or other disponent of a property on the Estate or of a person in whose favour such leasehold disposition as it mentioned in sub-paragraph (v) of clause 1 hereof shall have been made of a property on the Estate within seven days after such transferee or person shall have executed these presents AND for the avoidance of doubt it is hereby expressly agreed that the words "transferee" and "person" in this clause shall include a transferee from a mortgagee exercising the mortgagee's power of sale and a person to whom a mortgagee shall have been granted a lease under the mortgagee's statutory or express leasing powers
- (5) THE COMMUNAL AREAS as herein before defined are in accordance with the existing requirements of the Planning Authorities but it is hereby agreed and declared by and between the parties hereto that PERFECTS shall be entitled at any time within seven years from the date hereof (subject in all respects to the requirements of planning law) to vary remove land from or add land to the Communal Areas and alter the nature layout and user of the Communal Areas or any part thereof whether as now constituted or as so amended and in the event of any such amendment being made the provisions of these presents shall apply to the Communal Areas as so amended from time to time.

IN WITNESS whereof PERFECTS and the company have hereunto caused their respective Common Seals to be hereunto affixed the day and year first above written and the Purchasers have hereunto set their respective hands and seals upon the dates respectively indicated in the Second Schedule hereto

THE FIRST SCHEDULE above referred to

- (1) Not to use the Property otherwise than as a single private residence and private garage used therewith.
- (2) Not to keep upon the Property any poultry or livestock or any animals other than usual domestic dogs or cats PROVIDED that no breeding of dogs or cats shall take place upon the Property.
- (3) Not to erect place or suffer to be erected or placed upon the property any hut shed caravan or other temporary structure (save a garden shed and/or greenhouse of a type and size approved in writing by the Company) on the Property nor to affix or set up any external television aerial on the Property.
- (4) Not to carry on any trade or business upon the Property or any part thereof provided that nothing contained in this stipulation or in Stipulation 1 of this schedule shall prevent a doctor dentist solicitor or architect from carrying on in and from the property his profession to the extent permitted by and in all respects in accordance with the requirements of the Planning Authorities.
- (5) Not to make any additions or structural alterations to any dwelling house or garage now or hereafter upon the property without first obtaining the written approval of the Company which approval shall not be unreasonably withheld.