

Extract of covenant applied to properties at Mayfair Gardens

IMPORTANT DISCLAIMER (FULL)

This is an extract of the Mayfair Gardens covenant showing only the 5 schedules for information purposes only. There may be spelling and grammatical errors in this copy. Text may have been redacted for this copy.

This copy should not be relied upon as a substitute for the original documents or official copies that apply to the specific property.

You should consult your conveyancer, solicitor or professional legal adviser for legal or other advice.

You should obtain the original text of the covenants that apply to the specific property on an original document or official copy of the title register, charges register and/or schedule of restrictive covenants.

THE FIRST SCHEDULE

Grant of Easement

1. A right at all times and for all usual and reasonable purposes to pass and repass with or without motor and other vehicles from and to the Property over and along all roads and footways now constructed or at any time during the period of eighty years from the First day of November One thousand nine hundred and ninety (hereinafter called "the Perpetuity Period") to be constructed on the Estate and intended to be declared by the appropriate local authority as repairable at the public expense PROVIDED THAT such right shall be restricted to a right to pass and repass on foot only over such parts of the roads and footways that are not intended for vehicular use
2. The right to take water electricity gas and other appropriate services and to the passage of water and soil through the pipes cables sewers and drains and other conducting media respectively now laid or at any time during the Perpetuity Period to be laid in under or through any land (other than the Property) included in the Estate ("the Service Installations") which shall unless and until they are adopted by the appropriate local or statutory authorities be maintained and repaired at the expense of the Management Company
3. The right to keep and use the eaves gutters spouts downpipes chimneys foundations and any similar structures incidental to the user of any buildings erected on the Property which

- overhang or protrude beneath the remainder of the Estate ("the Projections")
4. The right to enter after giving reasonable notice at all reasonable times (except in the case of emergency) upon the remainder of the Estate so far as may be necessary for the purposes of inspecting cleaning maintaining repairing and renewing the buildings walls fences and other boundary structures on the Property and the Service Installations and the Projections causing as little damage as possible and making good to the reasonable satisfaction of the Transferor any damage caused
 5. The right to use for recreational purposes only once the same shall have been laid out by the Transferor and made available for use by the occupiers of the Estate (but so that the Transferor shall not be under any obligation to complete the laying out and opening thereof) the garden and open space areas on the Estate marked "CENTRAL SQUARE" and "WESTERN GARDEN" ("the Garden Areas") on Plan No 1 such rights being exercised subject to such reasonable regulations for the common use and enjoyment thereof as the Transferor or the Management Company may from time to time prescribe

THE SECOND SCHEDULE

Exceptions and Reservations

1. The right to take water electricity gas and other appropriate services and to pass water and soil through the Service Installations which shall unless and until they are adopted by the appropriate local or statutory authority be maintained and repaired at the expense of the Management Company
2. The right to construct at any time within the perpetuity period and to keep and use the Projections now or within the perpetuity period erected on the remainder of the Estate which overhang or protrude beneath the Property
3. The right after giving reasonable notice at all reasonable times (except in the case of emergency) to enter upon the Property so far as may be necessary for the purposes of inspecting cleaning maintaining repairing and renewing the buildings walls fences and other boundary structures on the remainder of the Estate the Service Installations and the Projections causing as little damage as possible and making good to the reasonable satisfaction of the Transferee any damage caused
4. The right of support and shelter afforded by the Property for any building now or hereafter erected on the Estate
5. All easements wayleaves and licences granted or to be granted within the Perpetuity Period by the Transferor to county and district councils electricity boards and other statutory or

public authorities and undertakers in connection with services usually provided or maintained by them and being for the advantage and benefit of the Estate

THE THIRD SCHEDULE

Stipulations to be observed and performed by the Transferee

1. Not to use any building on the Property for any purpose other than as or incidental to a single private dwelling
2. Not to do or omit to do or permit or suffer to be done or omitted to be done any act or thing on or about the Property which shall cause or may be or become an annoyance nuisance damage or disturbance to the Transferor or the owner or occupier of any part of the remainder of the Estate
3. Not to erect any building hut fence wall or grow any hedge shrubbery or other structure or planting in the open area of the Property lying between the road or footpath to which the Property has a frontage and the front of the dwelling erected on the Property and extending to the whole width of the Property including any part of the Property lying between the road or footpath to which the Property has return or rear frontages and the side or rear of the dwelling facing such frontage or frontages and extending to the whole length or width of the Property PROVIDED THAT this paragraph shall not apply to and be without prejudice to any hedges walls or fences planted retained or erected on any open area by the Transferor before completion of the development of the Estate nor the features of any landscaping or tree or shrub planting scheme within the boundaries of the Property implemented in accordance with the requirements of the local planning authority or pursuant to any such scheme of the Transferor
4. Not to keep any caravan or vehicle adapted or intended for use as a dwelling or sleeping accommodation or boat or trade vehicle on the Property unless the same be stored in the garage to the Property
5. Not to hang out clothes or other items on the Property except in the garden area to the rear of the dwelling erected thereon
6. Not to make any alteration or addition to the exterior or external appearance of the Property or the buildings thereon nor to erect any walls fences or buildings (whether temporary or otherwise) without first obtaining the written consent of the Management Company the Transferee being responsible for the Management Company's legal and surveyors costs in connection with all matters arising out of any application for consent whether or not such consent is granted

7. Not to use the Property for any business purposes
8. Not to obstruct or in any way lessen the amount of light enjoyed by windows of buildings on the remainder of the Estate
9. To keep the lawns properly cut and cared for and the gardens of the Property tidy and well cultivated
10. To maintain the boundary features which belong to the Property in good order and repair and not to permit the exterior of the property to fall into disrepair or become unsightly
11. To pay a fair proportion of the cost incurred in cleaning maintaining repairing and renewing the Service Installations (if any) laid or constructed in on or under or which belong to the remainder of the Estate and serving both the remainder of the Estate and the Property such fair proportion to be determined in the event of dispute as hereinbefore provided
12. To grant 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
13. Not to do or permit or suffer to be done anything whereby any road driveway accessway forecourt footpath or drain on the Estate shall be damaged made unfit for use or obstructed and indemnify the Transferor in respect of any damage or loss so caused in breach of this restriction
14. To maintain features of the landscaping tree and shrub planting scheme relating to the Estate so far as such features are within the boundaries of the Property in accordance with the requirements of the local planning authority or pursuant to any such scheme of the Transferor
15. Not to erect or suffer to be erected any television or radio aerial mast or satellite dish on the Property or any part thereof or on any part of the Estate
16. To pay to the Management Company one eightieth (1/80th) of the costs of complying with its obligations contained in clause 6 and the Fourth Schedule to this Deed
17. To comply with all reasonable regulations made or issued by the Management company relating to those parts of the Estate controlled or owned by the Management Company or for which it has assumed responsibility

THE FOURTH SCHEDULE

The Management Company's Obligations

1. The provision and maintenance of all boundary walls fences gates security devices footpaths sewers and other services passing in under around and over the Garden Areas and all other verges paths and parts of the Estate not comprised within a building or sold or intended to be sold or otherwise disposed of to residents of the Estate or adopted as maintainable at public expense (together called "the Common Parts")
2. The regular and proper planting cultivating mowing and upkeep of all grassed and planted areas within the Common Parts other than the initial costs of planting and seeding
3. The regular removal of litter from the Common Parts
4. The provision of lighting to the Common Parts including the cost of replacement of equipment and supply of electricity when the same is not the responsibility of any local authority or other authority
5. The employment of all such agents and managers contractors or other persons as shall in the opinion of the Management Company be necessary and desirable for the better management of the Common Parts
6. The payment of all rates insurance premiums and other charges of a like nature which may be charged upon or incurred in relation to the Common Parts
7. The employment of accountants to audit the accounts of the Management Company and to carry out any other financial service to the Management Company and any other professional person whose services are reasonably required by the Management Company
8. The provision of all such other services and matters which the Management Company may from time to time consider reasonably necessary

FIFTH SCHEDULE

Deed of Covenant

THIS DEED OF COVENANT is made the ___ day of ___

One thousand nine hundred and Ninety ____

BETWEEN:-

(1) The purchasers: ___ of ____

(2) The Management Company: MAYFAIR GARDENS MANAGEMENT COMPANY
(SOUTHAMPTON) LIMITED

WHEREAS:-

The Purchaser is about to or has become the owner and registered proprietor of the freehold property known as Number __ Mayfair

Gardens Southampton ("the Property") and has agreed to enter into this Deed pursuant to the provisions contained in a Transfer of the Property dated the ___ day of ___ One thousand nine hundred and Ninety __ and made between Garsington Estates Limited (1) ___ (2) and the Management Company (3) ("the Transfer")

NOW THIS DEED WITNESSETH as follows:-

1. The Management Company hereby consents to the Purchaser being registered at H M Land Registry as Proprietor of the freehold interest in the Property
2. The Purchaser hereby covenants with the Management Company that the Purchaser as from the date when the freehold shall be sold to the Purchaser and at all times thereafter shall (subject as hereinafter provided) observe and perform all the covenants conditions and stipulations on the part of the Transferee set out in the Transfer as if he had been an original party thereto and further that he will not transfer sell or agree to transfer or sell or otherwise dispose of his freehold interest in the Property without having procured that his Transferee or Purchaser has entered into a similar deed to this Deed with the Management Company
3. It is hereby agreed that upon the Purchaser:-
 - (i) having procured his successors in title to enter into a similar deed as aforesaid and
 - (ii) the Purchaser having transferred sold or otherwise disposed of his interest in the Property the Purchaser shall be under no further obligations to the Management Company in respect of any liability hereunder
4. Where in this Deed the context so admits:-
 - (i) Words importing one gender include all other genders and words importing the singular include the plural and vice versa
 - (ii) The expression "the Purchaser" includes his successors in title and the expression "the Management Company" includes any other company to which the rights and duties of the Management Company are assigned or transferred and which is responsible for the time being for provision of services to the estate are more particularly set out in the Transfer

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Signatures and witnesses

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IMPORTANT DISCLAIMER: This is an extract of the Mayfair Gardens covenant schedules for information only.
The full disclaimer on the first page of this document applies to all other pages of this document.