

Enforceable Covenants that continue to apply to properties in Phase 7.

4.2. Not to use or suffer to be used the Property or any part of it or any building on it for any trade business or manufacture (other than office work at home which is not inconsistent with residential occupation) or for any purpose other than as a single private dwellinghouse for the use of one and not more than one family and as regards to the garage site (if any) as a private motor garage and forecourt only.

4.3. Not to use or suffer to be used any unbuilt on part of the front of the Property for any purpose except as for a garden (and garage or drive or parking space if the property shall include the same).

4.4. Not to cut down or damage any tree or shrub (if any) planted by the Transferor on the Property as part of the initial lay-out of the Estate and to prune tend and replace such trees and shrubs when necessary.”

4.5. Not to park any heavy goods vehicle commercial vehicle caravan boat trailer or other similar type of vehicle on any part of the Property (other than within the garage (if any)) or on any part of the Estate including the Estate Roads and not to carry out or allow to be carried out on a commercial basis any vehicle maintenance on any part of the Property or the Estate.

4.6 Not to erect or display any advertisement sign placard or hoarding of any kind on the Property (including any boundary wall or fence) other than a neat notice board advertising the Property for disposal.

4.7. Not to use or suffer the Property or any part of it to be used for the keeping or breeding of any poultry birds or animals other than the keeping (but not breeding) of more than 2 domestic pets and not to permit any such pet to become the cause of nuisance of whatsoever nature and for the purposes of this clause no animal with cloven hoofs shall be deemed to be a domestic pet.

4.8. Not to hand out washing in front of the Property and not to store waste bins (other than on collection days) between the front of the building and any public roadway which the Property abuts

4.9. Not to allow any noise music flashing lights fumes or smells to emanate from the Property so as to cause a nuisance or annoyance to any other owners or occupiers of any neighbouring property.

4.10 Not to do or use or suffer to be done upon the Property or any part of it anything illegal immoral or improper or which may be or may become an annoyance nuisance danger damage or disturbance to the Transferor (the Manager) or any Transferee or Lessee of any other part of the Estate or which may give rise to a public or private nuisance and to pay all costs charges and expenses in abating any such nuisance and executing all sun work as may be necessary for abating any such nuisance.

4.11. Not to obstruct by the parking of motor vehicles or otherwise the Common Driveway the Communal Areas and Facilities or any of the Estate Roads or allow any mud soil or deleterious matter to remain on them

4.12. Not to erect any television aerial or window box at the Property otherwise than such which is in a position which is not clearly visible from the estate road upon which the Property abuts.

4.13. Not to erect or permit any television satellite dish to be erected at the Property except that this shall not prevent the Transferee from erecting a satellite dish on the rear elevation of or on the side elevation of the Property (except where the side elevation faces and estate road).

4.14. Not to object to the adoption by the Local Authority statutory undertaker or service provider (s) of the Estate Roads Estate Sewers or Service Installation and to grant to the Local Authority Statutory Undertaker or service provider(s) such easements and consents as it shall require in connection with such adoption.

4.15. Not to do or permit to be done any act or thing in or upon the Property or any part of it or any part of the Communal Areas and Facilities which may render void or voidable any policy of insurance of the Communal Areas and Facilities or may operate to increase the premium payable in respect of it.

4.19. The Transferee shall not make any claims related to the Property pursuant to the Land Compensation Act 1973 in respect of the Estate Roads

4.20. Not to transfer the Property or any part of it without obtaining simultaneously to such transfer the execution by the intending transferee of a deed of covenant between the intending transferee B & R Thorner Limited and the Management Company wherein the intending transferee undertakes to perform and observe the covenants restrictions and stipulations contained in this transfer on the part of the transferee.