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# Development Impact Assessment

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## **Impact Assessment in respect of rights and Covenants on Development**

### **Property: 56 Cedar Wood Drive**

Third party interests such as rights and covenants can have a negative effect on any plans you might have to develop your land and they need to be considered and any necessary consents or releases obtained before you begin development.

### **Covenants**

A covenant is a legally binding promise made by deed which is capable of binding and benefitting not just the original parties to the deed that created it but any subsequent owner of the land to which it relates. Covenants can be either positive (an obligation to do something such as carry out repairs or pay some money) or restrictive (an obligation to refrain from doing something such as building on land or keeping animals).

Failure to comply with a covenant can lead to a civil action by the person entitled to the benefit of it. If successful the court may order financial compensation, specific performance (for breach of a positive covenant) or an injunction to prevent the breach from continuing (for breach of a restrictive covenant).

The covenants binding this land are contained in the Official Copy of Register of Title under the heading "Third Schedule" and also in the Fourth Schedule of the transfer dated 14 December 2001. The following may impact on any planned development:

You must only use the property for residential purposes - so you can't run a business from it;



No caravans/trailers to be parked on the land. When demolishing and rebuilding a house some people choose to live in a caravan on site but you cannot do that here;

You must only use the property as a "private dwellinghouse for a single family". In other words you can't have more than one house on the land at any one time;

You must keep the front garden as a lawn and access drive / parking space, so you can't build on to the front of the existing property;

You must not build any additional structure or alter the external appearance of the property within 5 years of 14 December 2001 without the prior consent of Bryant Homes. As the 5 years are up this covenant is now obsolete;

You must maintain any trees or shrubs planted by the developer when the property was built, so you can't remove them to make way for development; and

The parking space must not be built upon, even putting a garage on it isn't permitted

### **Rights/Easements**

Land is often subject to rights for the benefit of others. This can include rights of way, rights of drainage or rights of light amongst others. Legal rights (or easements) are binding on the land and if they are obstructed the person with the benefit of the rights can seek financial compensation or an injunction.

The easements benefitting this land are contained in entry 1 of the Charges Register of the Official Copy of Register of Title and in the transfer dated 14 December 2001 in the Third Schedule. Those that might impact development are as follows:

A right to "the running of water". This can mean that if water drains from any neighbouring land (the precise beneficiary of this right is difficult to identify) across your land then you cannot prevent it from doing so in future. Installing foundations can have the effect of preventing the water from draining naturally and this can have the effect of flooding the neighbouring land;

A right of support for adjoining buildings - you do anything that might lessen the support that your land and buildings give to any neighbouring buildings. As well as preventing you from demolishing any building which is physically attached to a neighbour's this may prevent you from carrying out excavations that could undermine the foundations; and



A right to use service installations and to access them for repair. So any pipes, wires or cables that pass under your land can't be interfered with or built over

You should bear in mind that this only includes rights created by deed. Legal easements can also be created by prescription, that is to say by a person or succession of persons exercising a "right" for a long period - 20 years or more - as if legally entitled to do so. Although not written in any deed, the law accepts that such rights should be allowed to continue as if they had been expressly granted and once established they are binding to the same extent as any right contained in the deeds. You should be able to tell from careful observation and from speaking to neighbouring land owners whether any such rights are being exercised. One type of prescriptive right that may not be obvious is a right of drainage. If rainwater drains across (or under) your land from neighbouring land, say if your property is on a hill) then the land above you may have acquired a legal right to continue to drain across your land. By building on your land you may obstruct this right leading to flooding of your neighbour's land. If this happens he may be able to obtain compensation and / or force you to remove the offending structure. You may need to obtain expert opinion on this risk.

Finally, you need to remember that certain statutory undertakers (electricity companies, water authorities etc) will need to be able to access any pipes and wires that run under your property. If there are any such services running under your land you are advised to consult the relevant statutory undertaker.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Mae'r copi swyddogol electronig o'r gofrestr yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.



# Official copy of register of title

## Copi swyddogol o gofrestr teitl

Title number / Rhif teitl  
CYM54410

Edition date / Dyddiad yr  
argraffiad 18.03.2004

- This official copy shows the entries on the register of title on 20 DEC 2015 at 17:37:56.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 20 Dec 2015.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry, Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 20 RHAGFYR 2015 am 17:37:56.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwili'r ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 20 Rhagfyr 2015.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbynol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- Gweinyddir y teitl hwn gan Gofrestrfa Tir Swyddfa Cymru.

## A: Property Register / Cofrestr Eiddo

This register describes the land and estate comprised in the title.

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

NEWPORT/CASNEWYDD

- 1 (02.04.1998) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 56 Cedar Wood Drive, Rogerstone (NP10 9JR).
- 2 (04.01.2002) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 14 December 2001 referred to in the Charges Register.
- 3 (04.01.2002) The Transfer dated 14 December 2001 referred to above contains a provision as to boundary structures.

## B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

## Title absolute/Teitl llwyr

- 1 (04.01.2002) PROPRIETOR: TREVOR KEEN and JANET KEEN of 56 Cedar Wood Drive, Rogerstone, Newport NP10 9JR.
- 2 (04.01.2002) The price stated to have been paid on 14 December 2001 was £110,000.

## C: Charges Register / Cofrestr Arwystlon

This register contains any charges and other matters that affect the land.

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

- 1 The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 26 January 1956 made between (1) The Honourable Charles Christian Simon Rodney and others (the Vendors) and (2) Central Electricity Authority (the Purchasers):-

"THERE is EXCEPTED AND RESERVED out of this Conveyance to the Vendors in fee simple and so that the powers rights and privileges reserved may be exercisable by the Vendors and their successors in title and all other persons entitled under or in priority to the said Settlement according to their respective estates and interests and their assigns and their lessees or tenants present or future:-

  - (a) Any right of light or other easement or any right in the nature of an easement over or affecting other adjoining ground or buildings vested in the Vendors and in particular any right to lateral support that would in any way diminish or interfere with the free and unrestricted user of the adjoining or neighbouring land vested in the Vendors for building or any other purposes
  - (b) The right at any time or times to build on any adjoining or neighbouring land and to rebuild or alter any of the adjoining or neighbouring buildings according to such plans whether as to height extent or otherwise and in such manner as shall be approved by the agent for the time being of the Vendors or their successors in title notwithstanding any interference occasioned to the Property or to the buildings at any time standing upon it or to the access of light or air to the same
  - (c) The free running of water and soil coming from any other lands or buildings now or hereafter to be erected and built contiguous or near to the Property in or through the drains and watercourses (if any) made or to be made upon or under it
  - (d) All other rights and privileges in the nature of easements belonging to or in fact used with any adjoining or neighbouring property and affecting the Property conveyed".
- 2 A Transfer of the land in this title and other land dated 4 September 1998 made between (1) Westbury Homes (Holdings) Limited (Westbury) and (2) Bryant Homes Southern Limited (Bryant) contains the following covenants:-

"Bryant covenants with Westbury for the benefit and protection of the Retained Land and so as to bind the Property and each and every part thereof into whosoever hands the same may come to observe and perform in respect of the Property the covenants set out in the third schedule"

### THE THIRD SCHEDULE

#### Bryant's Covenants

1. Not to permit or suffer to be done on the Property anything (other than reasonable building operations) which may be or become a nuisance danger or detriment to Westbury or the owners or occupiers for the time being of the Retained Land
2. To cause as little disturbance and damage as reasonably possible to the Retained Land in the exercise of the easements and rights granted

## C: Charges Register continued / Parhad o'r gofrestr arwystlon

in respect of the same and to make good all physical damage so caused

3. Not to develop or use the Property other than for residential and ancillary purposes

4. Not to permit any dwellings on the Property to be used for rented accommodation by a housing or local authority or similar body

### Definitions and Interpretation

1.1 In this Transfer the following expressions shall have the following meanings:

.....

(b) "Conducting Media" means sewers drains channels pipes watercourses mains wires cables soakaways and other service installations

(c) "the Perpetuity Period" means the period of eighty (80) years running from the date of this Transfer which period shall be the perpetuity period applicable to this transfer."

NOTE: The retained land referred to is the land remaining in title WA865030.

3 (04.01.2002) A Transfer of the land in this title dated 14 December 2001 made between (1) Bryant Homes Southern Limited and (2) Trevor Keen and Janet Keen contains restrictive covenants.

*NOTE:-Copy in Certificate.*

4 (15.10.2003) REGISTERED CHARGE dated 10 October 2003.

5 (15.10.2003) Proprietor: NATIONWIDE BUILDING SOCIETY of Nationwide House, Pipers Way, Swindon SN38 1NW.

6 (15.10.2003) The proprietor of the Charge dated 10 October 2003 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

**End of register / Diwedd y gofrestr**

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 20 December 2015 shows the state of this title plan on 20 December 2015 at 17:37:56. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the Land Registry, Wales Office .

**Dyma'r nodiadau y cyfeirir atynt ar y copi swyddogol canlynol.**

Mae'r copi swyddogol electronig o'r cynllun teitl yn dilyn y neges hon.

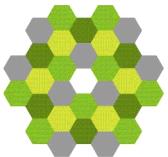
Sylwch mai dyma'r unig gopi swyddogol y byddwn yn ei ddarparu. Ni fyddwn yn darparu copi swyddogol papur.

Anfonwyd y copi swyddogol hwn yn electronig a phan gaiff ei argraffu ni fydd i raddfa. Gallwch gael copi swyddogol papur trwy archebu un o'r Gofrestrfa Tir.

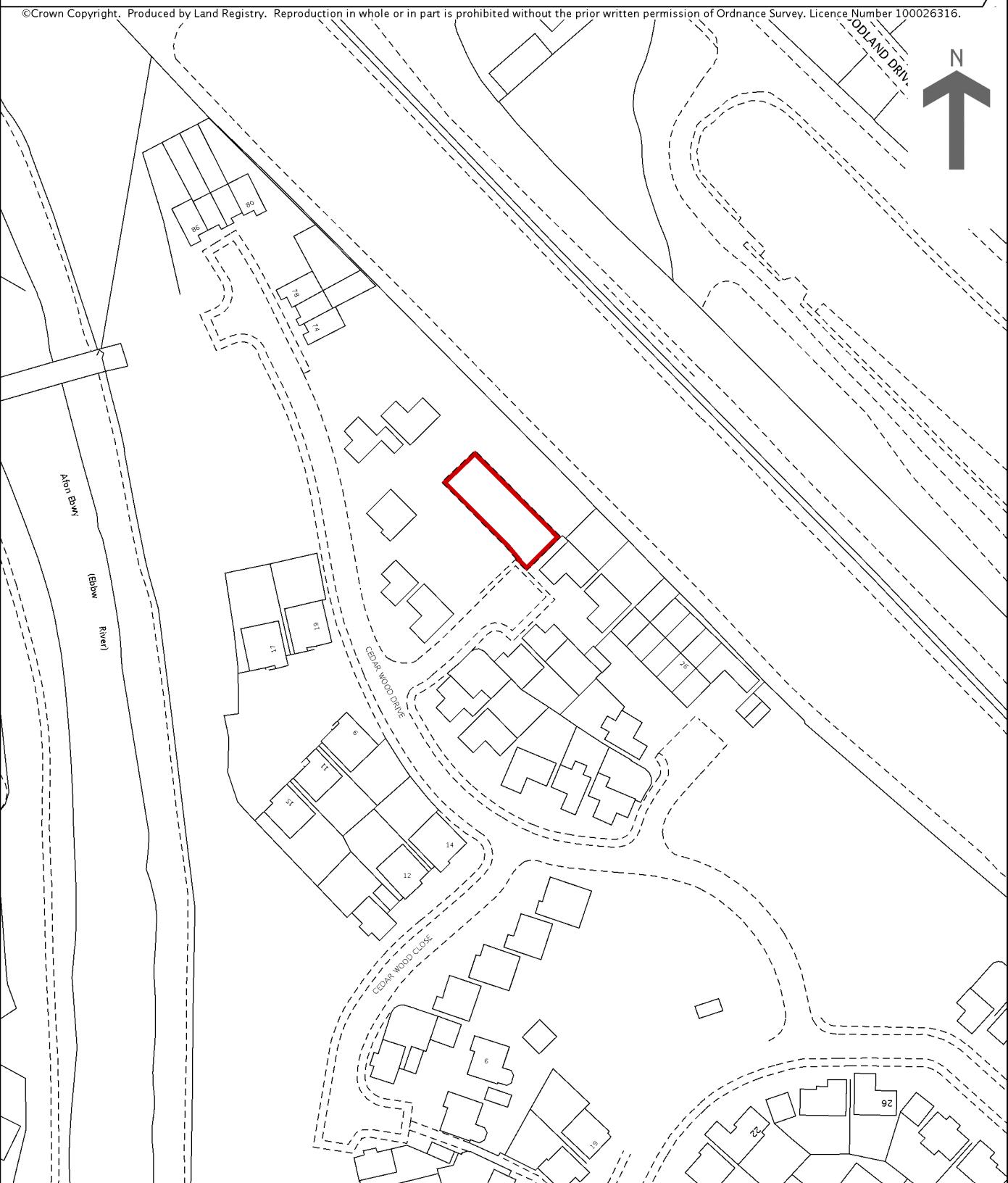
Mae'r copi swyddogol hwn a gyhoeddir ar 20 Rhagfyr 2015 yn dangos sefyllfa'r cynllun teitl hwn ar 20 Rhagfyr 2015 am 17:37:56. Mae'n dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol (adran 67 Deddf Cofrestru Tir 2002). Mae'r cynllun teitl hwn yn dangos safle cyffredinol, nid union linell, y terfynau. Gall fod gwyriadau yn y raddfa. Mae'n bosibl na fydd mesuriadau wedi eu graddio o'r cynllun hwn yn cyfateb â mesuriadau rhwng yr un pwyntiau ar y llawr. Gweinyddir y teitl hwn gan Gofrestrfa Tir, swyddfa Cymru.

# Land Registry Official copy of title plan

Title number **CYM54410**  
Ordnance Survey map reference **ST2589SE**  
Scale **1:1250 enlarged from 1:2500**  
Administrative area **Newport / Casnewydd**



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**These are the notes referred to on the following official copy**

Title Number CYM54410

The electronic official copy of the document follows this message.

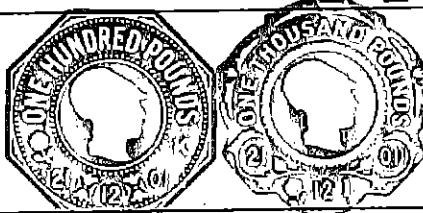
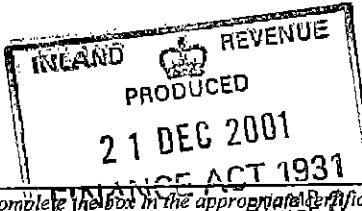
This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

Transfer of part  
of registered title(s)

(If you need more room than is provided for in a panel, use continuation sheet CS and staple to this form)

1. Stamp Duty



Place "X" in the box that applies and complete the box in the appropriate certificate.

- It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987
- It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

£250,000.00

2. Title number(s) out of which the Property is transferred (leave blank if not yet registered)

WA883629

3. Other title number(s) against which matters contained in this transfer are to be registered (if any)

4. Property transferred (Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)

Plot 65 Coed Mawr Rogerstone Parking Space ( n/a ) Garage (n/a )



CYM54410



SEQ129

The Property is defined: (place "X" in the box that applies and complete the statement)

- on the attached plan and shown (state reference e.g. "edged red") as defined in Panel 13
- on the Transferor's filed plan and shown (state reference e.g. "edged and numbered 1 in blue")

5. Date

14 DECEMBER 2001

BIRPROP2 #4378550 v1 - 65 Coed Mawr 2 TP1

4x6ct-8

TP1

**6. Transferor** (*give full names and Company's Registered Number if any*)

Bryant Homes Southern Limited (Company Number 346732) whose registered office is at Popes Manor, Murrell Hill Lane, Binfield, Bracknell, Berkshire RG42 4DA

**7. Transferee for entry on the register** (*Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos., use an SC prefix. For foreign companies give territory in which incorporated.*)

Trevor Keen and Janet Keen

*Unless otherwise arranged with Land Registry Headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.*

**8. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register**

56 Cedar Wood Drive, Rogerstone, Newport, South Wales

**9. The Transferor transfers the Property to the Transferee.**

**10. Consideration** (*Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.*)

The Transferor has received from the Transferee for the Property the sum of (*in words and figures*)

One hundred and ten thousand pounds (£110,000.00)

(*insert other receipt as ..  
appropriate*)

The transfer is not for money or anything which has a monetary value

**11.** The Transferor transfers with (place "X" in the box which applies and add any modifications)

full title guarantee

limited title guarantee

**12.** Declaration of trust *Where there is more than one transferee, place "X" in the appropriate box*

- The Transferees are to hold the Property on trust for themselves as joint tenants
- The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares
- The Transferees are to hold the Property *(complete as necessary)*

### 13. Additional Provisions

1. Use this panel for:
  - definitions of terms not defined above
  - rights granted or reserved
  - restrictive covenants
  - other covenants
  - agreements and declarations
  - other agreed provisions
  - required or permitted statements, certificates or applications.
2. The prescribed subheadings may be added to, amended, repositioned or omitted.

1. The following definitions apply unless the context otherwise requires:-

“the Transferee”	includes the registered proprietor from time to time of the Property
“the Company”	means Bryant Homes Southern Limited only
“the Development”	means the land now or previously in the title numbers referred to in Panels 2 and 3
“the House”	means the dwellinghouse and garage (if any) erected or being erected on the Land Transferred
“the Joint Access”	means the area (if any) shown shaded with dots on the Plan which forms or is intended to form the site of an access drive serving jointly the Property and any adjoining or neighbouring parts of the Development
“the Land Transferred”	means the freehold land (forming part of the Development) which on the Plan is shown edged red and (in the case of any separate garage or parking space appurtenant to the House) edged blue at ground level and marked with the plot number and garage or parking space number (if any) stated in Panel 4
“the New Roads”	means the roads, ancillary footpaths, associated highway verges and visibility splays constructed or being constructed as part of the Development
“the New Sewers”	means the foul and surface water sewers within the Development which serve the Property
“the Path”	means the path or paths (if any) shown coloured yellow on the Plan
“the Plan”	means the plan annexed
“the Parking Space”	means the parking space or spaces (if any) forming part of the Land Transferred and marked with the number stated in Panel 4
“the Property” and “Party Boundaries”	are defined in the First Schedule below

<b>“the Transferor”</b>	means the Company and its successors in title to the parts of the Development now owned by it
<b>“Service Installations”</b>	means sewers drains culverts channels pipes watercourses gutters mains wires cables ducts flues soakaways lamp-posts and any other equipment for the supply of water electricity gas or communication signals or for the disposal of foul or surface water or fumes or the provision of street lighting
<b>“Service Suppliers”</b>	means the bodies having power to deal with the installation and/or supply of water gas electricity and communication services and the drainage of foul and surface water and also the highway authority
<b>“the Specified Period”</b>	means 21 years from 1 January 1999 which is the perpetuity period for this Transfer
2.	<p>To the intent and so that this covenant binds the Property whoever owns it the Transferee covenants for himself and for his successors in title:-</p> <ul style="list-style-type: none"> <li>2.1 with the Transferor for the benefit of the unsold part of the Development and each and every part of it and with the persons (other than the Company) who now own any freehold or leasehold estate in each and every part of the Development capable of benefiting from this covenant to observe and perform the covenants in Part One of the Fourth Schedule below and</li> <li>2.2 with the Company to observe and perform the covenants in Part Two of the Fourth Schedule.</li> </ul> <p>Where the Transferee is more than one person the covenants in this clause are made by those persons jointly and severally.</p>
3.	<p>The Company covenants with the Transferee and his successors in title (including any mortgagee or chargee):</p> <ul style="list-style-type: none"> <li>3.1 at its own expense to make and construct the New Roads and New Sewers to the satisfaction of the appropriate authority and to indemnify the Transferee and such successors from and against all claims and demands in respect of the construction maintenance or repair of the New Roads and New Sewers (including any further roads and sewers linking with existing adopted highways or public sewers or other approved surface water outfall) until they are taken over by the appropriate authority as roads and sewers maintainable at the public expense.</li> <li>3.2 to indemnify the Transferee and such successors against any loss claims or liabilities arising out of any breach of an agreement under Section 106 of the Town and County Planning Act 1990 dated 20 August 1993 made between National Power plc (1) Macob Developments Limited (2) Newport Borough Council (3) Barclays Bank plc (4) and Macob Construction Limited (5).</li> </ul>
4.	<p>The Interpretation Act 1978 shall apply to this Transfer as to an Act of Parliament.</p>

5. The Property is sold together with the rights set out in the Second Schedule and subject to the Exceptions and Reservations set out in the Third Schedule.

**THE FIRST SCHEDULE**  
(The Property)

1. "The Property" means:-

- 1.1 the Land Transferred and
- 1.2 the House (including its foundations and eaves notwithstanding that they extend beyond the boundaries of the Land Transferred at ground level) and
- 1.3 all other buildings and structures later erected on the Land Transferred and
- 1.4 all Service Installations now or later exclusively serving the House or any building or structure mentioned in paragraph 1.3 above (including any installations which extend beyond the boundaries of the Land Transferred at ground level).

2. The Property does not include:-

- 2.1 the foundations and eaves of and the Service Installations exclusively serving any building erected or being erected on an adjoining part of the Development notwithstanding that they extend within the boundaries of the Land Transferred at ground level and
- 2.2 any Service Installations on or under the Property which are adopted or are intended to be adopted by the appropriate Service Supplier before or after completion of the Development.

3.

3.1 "Party Boundaries" means:-

- 3.1.1 any part of a wall of the House also forming part of a building erected or being erected on an adjoining plot on the Development and
  - 3.1.2 any other wall (not being a wall of the House or of any other building on the Development) fence or hedge on a boundary between the Property and any other part of the Development on which a dwelling stands unless marked "T" on the Plan.
- 3.2 Maintenance of Party Boundaries is to be at the joint and equal expense of the Transferee and the registered proprietors from time to time of the adjoining plot concerned.

**THE SECOND SCHEDULE**  
(Rights Granted)

1.

- 1.1 The right to the passage of water soil fumes gas electricity and communication signals from and to the Property through the Service Installations which are now or may later be in neighbouring parts of the Development and used by the Property.

- 1.2 All rights over other parts of the Development necessary for inspecting cleaning repairing maintaining and renewing the Service Installations referred to in paragraph 1.1 above.
- 1.3 The rights granted by paragraphs 1.1 and 1.2 above extend only to Service Installations already laid or constructed or to be laid or constructed within the Specified Period or replacements of those Service Installations.
- 1.4 The Transferee must make good all damage caused by exercising the rights granted by paragraphs 1.1 and 1.2 above.
- 2. The right to the running of rainwater from the House across the roof of any building erected or being erected abutting the House.
- 3. The right of lateral and subjacent support and protection for the House by and from the adjoining parts of the Development and any buildings erected or being erected on them.
- 4.
  - 4.1 The right to enter other parts of the Development (on giving at least forty-eight hours notice to occupiers of those parts except in case of emergency) as necessary for the repair and maintenance of the Property and for the performance and observance of the Transferee's obligations or the exercise of his rights under this Transfer.
  - 4.2 The Transferee is to make good all damage caused by exercising the rights granted by paragraph 4.1.
- 5. The benefit of all covenants which have been made by other owners of any part of the Development and which can benefit the Property.
- 6. The right for the Transferee and the tenants or occupiers of the Property and his or their visitors of passage to and from the Property:-
  - 6.1 with or without vehicles over the New Roads on the Development until they are adopted as highways maintainable at the public expense and over the part of the Joint Access (if any) which is outside the boundaries of the Property and over which this right is reasonably necessary to pass to and from the Property;
  - 6.2 on foot only over and along the part or parts of the Path which are outside the boundaries of the Property.

**THE THIRD SCHEDULE**  
**(Exceptions and Reservations)**

- 1. The rights over the Property equivalent to those set out in paragraphs 1 2 3 and 4 of the Second Schedule above which have been or are to be granted to the registered proprietors of the other parts of the Development adjoining or neighbouring the Property.
- 2.
  - 2.1 The right for the persons specified in paragraph 2.3 below of access to and entry upon the Property (on giving reasonable notice) in order to lay make inspect clean repair and renew any of the Service Installations specified in paragraph 2.4 below. The

right to lay or make those Service Installations may only be exercised within the Specified Period.

2.2 The right for the persons specified in paragraph 2.3 below:-

2.2.1 to connect the Service Installations specified in paragraph 2.4 to any Service Installations on or under the Property and

2.2.2 to use any Service Installations on or under the Property.

2.3 The rights reserved by paragraphs 2.1 and 2.2 above may be exercised by the Transferor and the Service Suppliers, and their respective employees and contractors.

2.4 The rights reserved by paragraphs 2.1 and 2.2 above relate to any Service Installations serving any part of the Development or any adjoining or neighbouring land.

2.5 The persons exercising the rights reserved by paragraphs 2.1 and 2.2 above must make good all damage caused by exercising those rights.

3. The right for the Transferor and its employees and agents of access to and entry upon the Property (on giving at least forty-eight hours notice except in case of emergency):-

3.1 to carry out works of construction maintenance or repair on any other part of the Development or any adjoining or neighbouring land (including erection of scaffolding on the Property if necessary) or

3.2 to inspect any other part of the Development or any adjoining or neighbouring land.

The Transferor must make good all damage caused by exercise of these rights.

4.

4.1 The right for the persons specified in paragraph 4.2 below to use the parts of the Path and the Joint Access (if any) which are within the boundaries of the Property to pass to and from the adjoining or neighbouring parts of the Development referred to in paragraph 4.2 below on foot only in the case of the Path and with or without vehicles in the case of the Joint Access.

4.2 The right reserved by paragraph 4.1 above may be exercised by the registered proprietors of adjoining or neighbouring parts of the Development who reasonably require to exercise it to pass to and from those parts and by tenants or other occupiers of or visitors to those parts.

4.3 The registered proprietors referred to in paragraph 4.2 above must pay a fair proportion (according to use) of the cost of maintaining and repairing the parts of the Path and the Joint Access (if any) within the Property.

5. The right for the Transferor to develop the remaining parts of the Development and any adjoining or neighbouring land notwithstanding that the supply of light or air to the Property is diminished or obstructed. The Transferee is not to become entitled to any right of light or air or other easement (except those expressly granted by this Transfer) which would or might interfere with or affect the unrestricted use for building purposes of the remaining part of the Development or any adjoining or neighbouring land by the Transferor.

- 6.
- 6.1 The right for the Company or any person to whom the benefit of this right is expressly assigned either:
    - 6.1.1 to release or modify the covenants and conditions contained in a lease or transfer of any property forming part of the Development or
    - 6.1.2 to waive any breach of those covenants and conditions.
  - 6.2 The right for the Company or any person to whom the benefit of this right is expressly assigned to alter the arrangement of the Development (including the layout of the plots and the direction of roads or paths) in such a way as they think fit.
  - 6.3 None of the rights reserved by paragraphs 6.1 and 6.2 above authorises any derogation from the rights granted by the Second Schedule above.
7. The Company is not to be liable to the Transferee or his successors in title for any breaches of covenants or conditions committed by the purchasers or lessees of any other plot on the Development. The Company is not obliged to take proceedings to enforce those covenants restrictions stipulations and conditions.

#### THE FOURTH SCHEDULE (Covenants by the Transferee)

##### Part One - Enforceable by the Transferor and by other purchasers

##### PARTY SERVICES AND STRUCTURES:

- 1.1 To inspect repair maintain renew and (where applicable) clean all Service Installations within the boundaries of the Property except those which exclusively serve a single adjoining property on the Development.
- 1.2 To pay a fair proportion of the expenses of inspecting repairing maintaining renewing and (where applicable) cleaning any Service Installations which are used or to be used in common by the Transferee and the registered proprietors of adjoining or neighbouring premises on the Development but which are not within the boundaries of the Property.
- 1.3 To join with the registered proprietors for the time being of the premises adjoining the Property in repairing maintaining and if necessary renewing any Party Boundaries (as defined in the First Schedule) and the Path and Joint Access (if any) and to pay a fair proportion of the cost of any such works.
- 1.4 To maintain repair renew and (where necessary) clean the roofs and gutters of the House co-operating so far as necessary with the registered proprietors of adjoining and neighbouring properties..

For the purposes of this paragraph "a fair proportion" shall be arrived at by dividing the cost or expense in question between the total number of properties on the Development benefiting from or entitled to use the Service Installation Party Boundary Path or Joint Access as the case may be.

2. **FENCES:** To maintain repair and (if necessary) renew walls fences or hedges on or within the boundary or boundaries of the Property in the position marked with an inwards "T" on the Plan. If there are no such "T" marks on the Plan this clause does not apply.
3. **PARKING:**
- 3.1 Not to park any vehicle caravan trailer or boat of any kind on the Property or on any other part of the Development except that:-
- 3.1.1 private motor cars may be parked on the Parking Space (if any) or the drive or parking area within the Land Transferred or in any garage forming part of the Property.
- 3.1.2 vehicles delivering or collecting goods may be parked temporarily.
- 3.1.3 any vehicle caravan trailer or boat may be parked in any garage forming part of the Property or within the back garden (if any) of the Property if suitably screened and positioned so that it is not obtrusive to the views of neighbours from the ground floor of their homes.
- 3.2 Not to deposit anything on the Path or the Joint Access (if any) or to obstruct them or permit them to be obstructed.
- 3.3 Not to allow any occupier of or visitor to the Property to infringe covenants 3.1 and 3.2 above.
4. **USE:** Not to use or permit the Property to be used for any purpose other than as a private dwellinghouse for a single family with ancillary garage and/or parking space and garden and not to do or permit any act to be done on the Property which may constitute a nuisance annoyance or inconvenience to the Transferor or to the registered proprietors or occupiers of any other dwelling on the Development or any neighbouring property.
5. **FRONT GARDEN:**
- 5.1 Not to enclose the front garden (defined below), except by fences, walls or hedges which comply with one of the following:-
- 5.1.1 they were erected or planted by the Company consistently with planning permission; or
- 5.1.2 the Transferee has obtained the prior written consent of the Local Planning Authority if necessary, and also if erected or planted within five years from the date of this Transfer, then he has also obtained the prior written consent of the Company.
- 5.2 To keep the front garden as a lawn and access drive or parking space, with such planting (subject to covenant 5.1) as the Transferee may wish. Not to allow any hedge or any plant on or near a boundary to exceed a height of 1.8 metres.
- 5.3 Not to erect, place or plant any structure, object or plant on the land lying between the New Road (or any existing road) and any visibility splay line required by the highway authority, except that:-

5.3.1 the land may be grassed and

5.3.2 if the written permission of the highway authority is obtained, shrubs may be planted, but must be restricted to a maximum height of 0.6 metres.

Hedges under covenants 5.1 and 5.2 may not be planted on land subject to this covenant 5.3.

5.4 Not to use the front garden for drying washing.

5.5 [Version for house with back garden]:

The back garden of the Property is that part of the Property lying behind the House and completely enclosed. The front garden referred to in covenants 5.1 to 5.4 is the remainder of the Property, other than the back garden and the House.

5.5 [Version for units without back garden]:

The front garden (if any) referred to in covenants 5.1 to 5.4 is the whole of the Property, apart from the House/Flat/Maisonette.

## 6. HIGHWAY VERGE:

- 6.1 To maintain and if appropriate, mow the Highway Verge (as defined below and if any) keeping it in a tidy condition at all times, unless the highway authority determines otherwise.
- 6.2 Not to erect or construct any building wall or fence or plant any tree or shrub on the Highway Verge, except shrubs with a maximum height of 0.6 metres, and then only with the prior written consent of the highway authority.
- 6.3 Not to do or permit to be done anything in or on the Highway Verge which may alter the cover of soil over or the support of any Service Installations laid or to be laid in the Highway Verge or which may render access to them more difficult or expensive. The Transferee acknowledges that the Service Suppliers have an unrestricted right of access to the Highway Verge.
- 6.4 "The Highway Verge" means the grass or planted verge (if any) intended to lie between the Property and the carriageway of the frontage road. The Highway Verge will be turfed, and if required by the planning authority planted by the Company and is intended to be adopted as part of the New Roads under the Highways Act 1980.

## Part Two - Enforceable by the Company

### 1. BUILDINGS:

- 1.1 Not to erect or permit the erection of any dwellinghouse on the Property in addition to the House (and whether detached from or attached to the House) but this restriction shall not prevent the construction of a dwellinghouse of similar size to the House on the site of the House if the House is demolished or destroyed at any time.

- 1.2 Not within five years from the date of this Transfer:-
- 1.2.1 to erect or permit the erection of any building or structure which is visible from the New Roads except for those erected by or with the written consent of the Company; or
  - 1.2.2 to alter or permit the alteration of the external appearance from the New Roads of any building or structure erected by or with the consent of the Company.
- 1.3 Not to erect any garage or other building on the Parking Space (if any).
2. **TREES AND SHRUBS:** To maintain any trees or shrubs planted on the Property by the Company in compliance with the landscaping requirements of the Local Planning Authority, in a healthy condition, watered, fertilized and pruned as necessary to achieve this, and free from weeds and litter.
3. **PUBLIC SEWERS:**
- 3.1 In this covenant "the Sewer" means any sewer or proposed sewer shown by an orange line on the Plan. If no sewer is shown by an orange line on the Plan then the covenant does not apply.
  - 3.2 Not to erect any building or structure on or over land within three metres measured horizontally from the centre-line of the Sewer, except with the written consent of the drainage undertaker, and not to obstruct access to the Sewer on foot and with any necessary vehicles plant or equipment by the drainage undertaker, but this covenant shall not prohibit the erection of boundary walls and fences approved by the drainage undertaker lying across the Sewer (manholes and ventilating shafts excepted).
  - 3.3 On request by the drainage undertaker the Transferee and his mortgagees will enter into a Deed of Grant in respect of the Sewer in the usual form of the drainage undertaker.
4. **EXISTING COVENANTS:**
- To perform and observe the restrictive and other covenants contained in the Charges Register of Title Number WA883629 so far as they relate to the Property and are still effective and to indemnify the Company against any liability resulting from their future breach or non-observance.

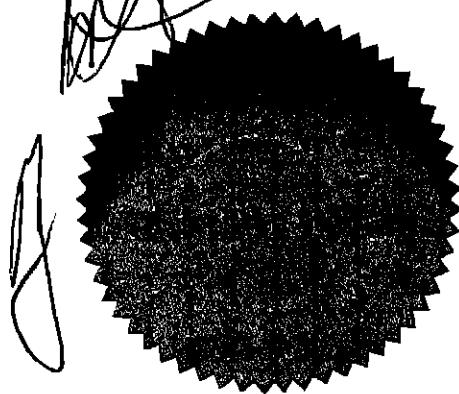
14. **The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan.** Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

**THE COMMON SEAL OF  
BRYANT HOMES SOUTHERN LIMITED**

was affixed in the presence of

Director

Authorised Signatory



**SIGNED AS A DEED** by the  
**TRANSFEREE** in the presence of

Witness

 X  

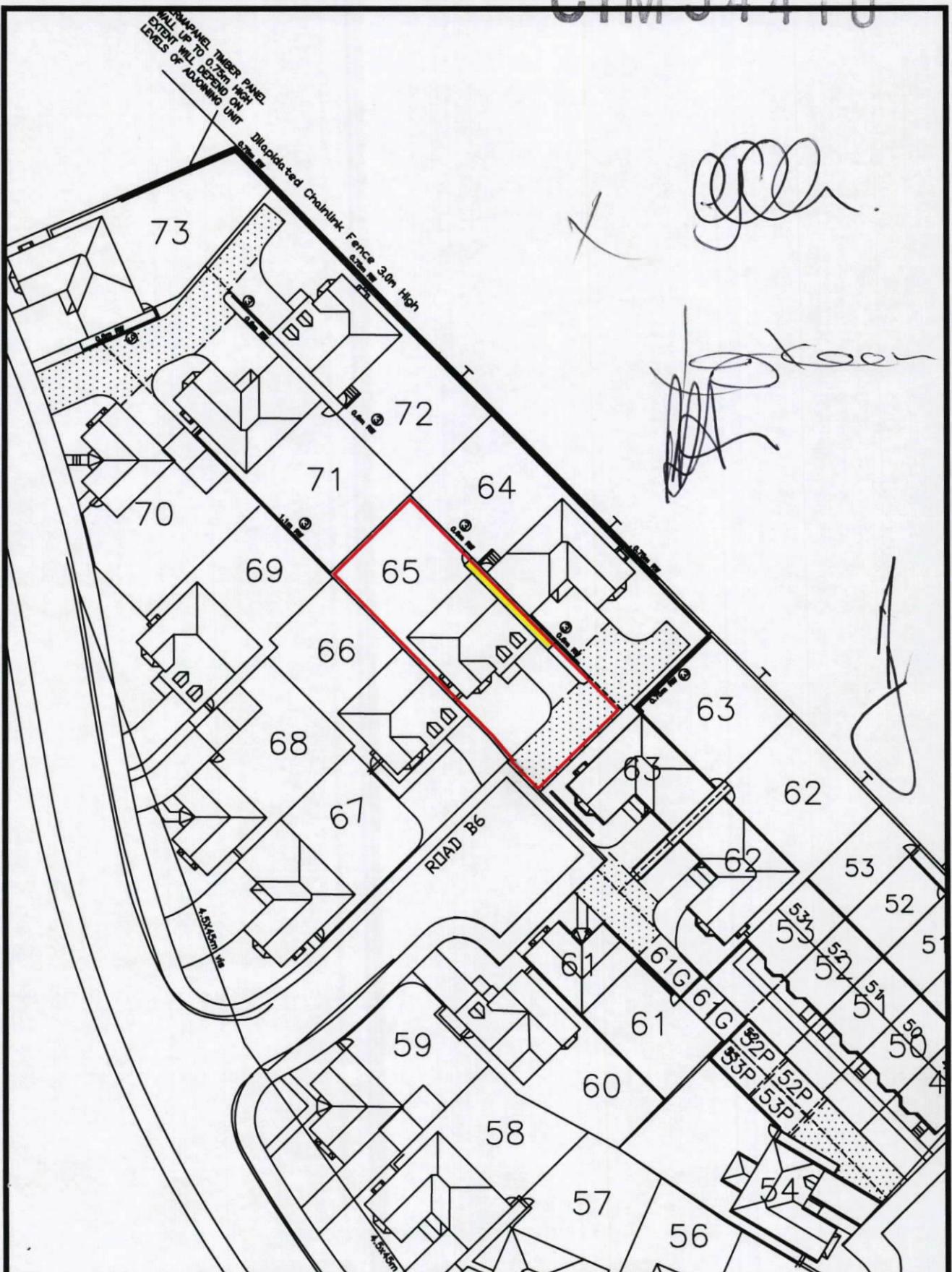
Address

99 L. Sot Lee  
Offlo 40

Occupation

Unfrees

GYM 54410



PLAN REFERRED TO  
FINAL PLAN  
PLOT 65  
COED MAWR  
SCALE 1:500



PLAN



**Bryant  
Homes**

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