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Title Number WYK638731

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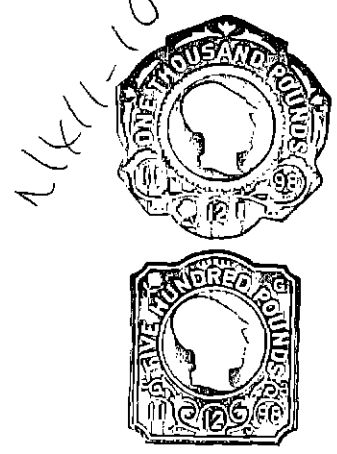
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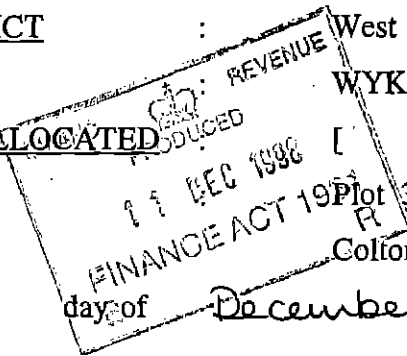
David Hodson Co Peaceloft £500 + P.A

WYK 638731

H.M. LAND REGISTRY
LAND REGISTRATION ACTS 1925-1986
TRANSFER OF FREEHOLD (PART)
CREATING NEW RESTRICTIVE COVENANTS



COUNTY & DISTRICT : West Yorkshire : Leeds
TITLE NUMBER(S) : WYK 625464
TITLE NUMBER ALLOCATED []
PROPERTY : Plot 32 The Princess Fields Development,
Colton Road Colton Leeds
DATED this 4th day of December 1998



1. IN this Transfer the following expressions shall have the following meanings :-

- "The Seller" : BARRATT HOMES LIMITED whose registered office is situate at Wingrove House Ponteland Road Newcastle Upon Tyne NE5 3dp (Company Registration Number 3018173)
- "The Seller's Estate" : The Land now or formerly comprised in Title Number WYK 625464 or any part or parts thereof
- "The Property" : All that plot of land situate at Colton Road Colton Leeds being part of the Seller's Princess Fields Estate TOGETHER WITH the dwellinghouse erected thereon or on some part thereof and known or intended to be known as Number 7 Princess Fields
ALL WHICH PROPERTY is (for the purpose of identification only) shown on the Plan
- "The Buyer" : MARK NICHOLAS HOVER and RACHEL LOUISE HOVER of 67 Ypres Way Abingdon OX14 1NQ
- "The Purchase Price" : £149,950.00
- "The Perpetuity Period" : means the period of 80 years from the date hereof
- "The Plan" : The plan annexed hereto

2. IN consideration of the Purchase Price (the payment and receipt whereof the Seller



hereby acknowledges) the Seller with full title guarantee HEREBY TRANSFERS unto the Buyer the Property TOGETHER WITH the rights and easements set out in the First Schedule EXCEPTING AND RESERVING UNTO the Seller and its successors in title grantees and assigns the owners from time to time of the Seller's Estate and any adjoining or neighbouring land the rights mentioned in the Second Schedule

3.1 FOR the benefit and protection of the Seller's Estate and so as to bind the Property into whosoever hands the same may come but in the case of restrictions not so as to render the Buyer or the persons deriving title under him personally liable for any breach or omission after he or they shall have parted with all interest in the Property the Buyer for himself and his successors in title hereby covenants with the Seller that the Buyer and his successors in title will duly observe and perform the stipulations and restrictions contained in the Third Schedule

3.2 The Buyer for the purpose of affording to the Seller a full and sufficient indemnity but not further or otherwise hereby further covenants with the Seller that the Buyer will at all times hereafter abide by observe and perform the covenants restrictions and other matters contained mentioned or referred to in the Property and Charges Register of the title above mentioned so far as the same relate to the Property and are still subsisting and capable of being enforced and will so far as aforesaid indemnify and keep indemnified the Sellers and its successors in title against all actions proceedings costs claims and demands whatsoever in respect of the non-observance or non-performance of the said covenants restrictions and other matters

4. THE Buyer hereby covenants with the Seller that he the Buyer and his successors in title:-

4.1 will replace any hedges trees or shrubs planted on the Property pursuant to a requirement of the Local Planning Authority and which die or are damaged within five years of the date of such planting

4.2 will not harm or permit to be harmed any existing trees or hedges on the Property and will maintain the same in accordance with the best horticultural practice

5. IT IS HEREBY AGREED AND DECLARED as follows :-

5.1 The Buyer shall not become entitled to any right of light or air or other easement which would restrict or interfere with the free use and enjoyment by the Seller of its neighbouring or adjoining land for building or any other purpose

5.2 The Seller shall be at liberty to release waive or vary any condition or restriction relating to the Sellers Estate or any neighbouring or adjoining land whether imposed or entered into before or at the same time as or after the date hereof and whether or not they are the same as the conditions and restrictions which will apply to the Property upon the execution hereof

5.3 The right to approve plans or give any consent which may be required under the restrictions contained in the Third Schedule shall be exercisable by the Seller or a successor in title of the Seller to whom the right is expressly assigned but such successor shall not include the purchaser of only an individual plot on the Seller's Estate

5.4 Any walls separating buildings and walls or fences separating the Property from adjoining land now or formerly comprised in the Seller's Estate and such of the fallpipes gutters drains inspection chambers canopies and similar structures as serve the Property and the said adjoining land are and shall be mesne or party walls fences fallpipes gutters drains inspection chambers canopies and similar structures and shall be used enjoyed maintained and repaired at the joint and equal expense of the respective party owners save those walls or fences marked "T" on the said plan and walls of buildings on the Property not separating those buildings from buildings on the adjoining land which form part of the Property

6. THE Buyer hereby covenants with the Seller and a separate covenant with the Local Highway Authority for the time being for the estate road to which the Property abuts (where such estate road is an intended public highway) that the Buyer and his successors in title will not at any time erect or construct any building wall or fence or without the consent of the said Highway Authority plant any tree or shrub on the strip of land adjoining the said estate road forming a service margin (if any) together with other areas which are intended to form part of the public highway nor do or suffer to be done on the said strip of land anything to alter the cover of soil over or support to any apparatus of statutory undertakers laid in the said strip of land or to render access to the same more difficult and will at all times permit the Highway Authority and the said statutory undertakers to have unrestricted access to the said land for any purpose of their functions or undertaking

7. IN this Transfer words importing the masculine gender shall include the feminine gender and the neuter and words importing the singular number shall include the plural

number and vice versa and where there are two or more persons included in the expression "the Buyer"]

7.1 covenants expressed to be made by the Buyer shall be deemed to be joint and several covenants

7.2 the survivor of the Buyer can/cannot give a valid receipt for capital moneys arising on a disposition of the Property

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £250,000.00

THE FIRST SCHEDULE

Rights granted to the Buyer and his successors in title the owners and occupiers for the time being of the Property and each and every part thereof

1. Full right and liberty (in common with the Seller and its assigns and all other persons having from time to time the like right) at all times hereafter and for all purposes of access to and egress from the Property :-

1.1 to go pass and repass with or without motor cars and other vehicles along over and upon such part (if any) not hereby transferred of the intended public roads and on foot only along over and upon such part (if any) not hereby transferred of the intended public footpaths which are now or may within the Perpetuity Period be constructed on the Seller's Estate

1.2 to go pass and repass with or without motor cars and other vehicles along over and upon such part (if any) not hereby transferred of any intended private roads drives or access areas (including but without prejudice to the generality of the foregoing the private roads shown hatched black and shaded brown on the Plan) and on foot only along over and upon such part (if any) not hereby transferred of the intended private paths (including but without prejudice to the generality of the foregoing the private paths shown coloured yellow on the Plan (if any)) which are now or may within the Perpetuity Period be constructed on the Seller's Estate and which are intended to serve the Property in common with the Seller's Estate

SUBJECT to the liability of the Buyer (in common with all other persons having from time

to time the like right) or to pay and bear an equal part in common as aforesaid of the expense of repairing maintaining and renewing the said intended private roads drives private paths or access areas

2. A right so far as is necessary to enter upon the Seller's Estate on foot only for the purpose of access to and egress from the Property
 3. A right (in common as aforesaid) to use and make connection with the drains channels sewers soakaways main cables pipes wires drains and other services now laid or hereafter to be laid within the Perpetuity Period in or under the Seller's Estate or any part or parts thereof which may be necessary for the proper use and enjoyment of the Property subject to the liability of the Buyer or other the owner from time to time of the Property to pay and bear an equal part in common with the other users of the said intended drains channels sewers soakaways main cables pipes wires and other services of the expense of repairing maintaining and renewing the same
 4. Full right and liberty to enter upon the Seller's Estate or any part thereof with or without workmen equipment and materials so far as the same may be necessary for the purposes of :-
 - 4.1 making connection with the said drains channels soakaways sewers pipes wires main cables and other services and maintaining renewing replacing or repairing the same or any connections made therewith
 - 4.2 carrying out maintenance repairs or other similar work to the walls roof canopies foundations eaves gutters fences and pipes of any building or structure which is now or may within the Perpetuity Period be erected on the Property
- SUBJECT to the Buyer or the owner from time to time of the Property making good all damage occasioned by the exercise of such rights with as little delays as possible
5. A right so far as necessary for the foundations eaves gutters spouts canopies and pipes referred to in the preceding sub-paragraph hereof to project under onto or into the air space of the Seller's Estate and to discharge rainwater from any such eaves gutters spouts canopies and pipes on the Seller's Estate
 6. A right to key the brickwork of any garage now or within the Perpetuity Period erected on the Property into the wall of any garage now or within the Perpetuity Period erected upon the adjoining land forming part of the Seller's Estate so that such wall forms part of the boundary of the Property and such adjoining land provided that the wall dividing

such garage shall then become a mesne or party wall and repairable and maintainable at the joint and equal expense of the respective party owners and provided further that the persons exercising this right shall first give reasonable notice in writing to the owner or owners of such adjoining land and make good any damage occasioned by the exercise of such right

7. To the extent that any building now or within the Perpetuity Period erected on the Property is attached to any building now or within the Perpetuity Period erected on the adjoining land forming part of the Seller's Estate a right of lateral support for such building from the building or buildings now or within the Perpetuity Period erected on the said adjoining land

THE SECOND SCHEDULE

Rights reserved to the Seller and its successors in title the owner or owners for the time being of the Seller's Estate and any adjoining or neighbouring land

1. Full right and liberty (in common with the Buyer its successors in title and all other persons having from time to time the like right) at all times hereafter and for all purposes of access to or egress from the Seller's Estate and any adjoining or neighbouring land:-

1.1 to go pass and repass with or without motor cars and other vehicles along over and upon such part (if any) hereby transferred of the intended public roads and on foot only along over and upon such part (if any) hereby transferred of the intended footpaths which are now or may within the Perpetuity Period be constructed on the Property

1.2 to go pass and repass with or without motor cars and other vehicles along over and upon such part (if any) hereby transferred of any intended private roads drives or access areas (including but without prejudice to the generality of the foregoing the private roads shown hatched black and shaded brown on the Plan) and on foot only along over and upon such part (if any) not hereby transferred of the intended private paths (including but without prejudice to the generality of the foregoing the private paths shown coloured yellow on the plan (if any) which are now or may within the Perpetuity Period be constructed on the Property and which are intended to serve the Property in common with the Seller's Estate

2. A right so far as is necessary to enter upon the Property on foot only for the purpose of access to and egress from the Sellers Estate

3. A right (in common as aforesaid) to use and to make connection with any drain channel sewer soakaway main cable pipe wire or other service now laid or hereafter to be laid within the Perpetuity Period in or under the Property or any part or parts thereof

4. Full right and liberty to enter upon the Property or any part thereof with or without workmen equipment and materials for the purposes of :-

4.1 forming (and completing to adoption standards where appropriate) any of the said roads paths drives or access areas or carrying out maintenance repairs or other similar work to the same

4.2.1 constructing any drain channel sewer soakaway main cable pipe wire or other service which it may be necessary or desirable for the Seller to construct for the benefit of the Seller's Estate

4.2.2 making connections with the said drains channels sewers pipes wires cables gutters and other services and maintaining renewing replacing and repairing the same and any connections made therewith

4.3 carrying out maintenance repairs or other similar work to the walls roof canopies foundations eaves gutters fences and pipes of any building or structure which is now or may within the Perpetuity Period be erected on the Seller's Estate

4.4 erecting any building or structure on the Seller's Estate

SUBJECT to the Seller and others entitled to these rights making good all damage occasioned by the exercise of such rights with as little delay as possible

5. A right so far as necessary for the foundations eaves gutters spouts canopies and pipes referred to in the preceding sub-paragraph hereof or any part thereof (if any) to project under onto or into the air space of the Property and to discharge rainwater from any such eaves gutters spouts canopies and pipes on the Property

6. Full and free rights to enter upon the garden of the Property at any time within five years from the date hereof for the purpose of planting replacing or removing any trees or shrubs which are required to be planted by the Local Planning Authority or carrying out any works required to be done either in accordance with any landscaping scheme approved by the Local Planning Authority or in connection with any intended public roads paths and ancillary service margins as required by the Local Highway Authority

7. A right to key the brickwork of any garage now or within the Perpetuity Period erected on any adjoining land into the wall of any garage now or within the Perpetuity Period erected

on the Property so that such wall forms part of the boundary of the Property and such adjoining land provided that the wall dividing such garages shall then become a mesne or party wall repairable and maintainable at the joint and equal expense of the owners for the time being of the land using the same and provided further that the person or persons exercising this right shall first give reasonable notice in writing to the said owner or owners of the Property and make good any damage occasioned by the exercise of such right

8. To the extent that any building now or within the Perpetuity Period erected on any adjoining land forming part of the Seller's Estate is attached to any building or buildings now or within the Perpetuity Period erected upon the Property a right of lateral support for building from the building or buildings now or within the Perpetuity Period erected on the Property

9. The right to authorise any public utility British Gas Plc British Telecom Plc Electric Company Water Company or cable company or telecommunications company (and its or their successors in title) undertaking or authority by grant or licence upon terms and in the form then currently used by such undertakers or authority to exercise and enjoy rights of a similar nature to those mentioned above in this Schedule

THE THIRD SCHEDULE

1. To pay a proportion as hereinbefore provided of the expense from time to time of cleansing maintaining and repairing any drains sewers soakaways main cables pipes and wires and other services and any private paths roads drives and access areas before referred to serving the Property together with other parts of the Seller's Estate
2. Not to use any building or structure to be erected on the Property or for the time being standing thereon for any purpose except that of a private residence with the usual outbuildings and particularly not to carry on any trade or business thereon or therefrom
3. Not to use the Property or any part thereof for any purpose or in any manner which shall or may be a source of nuisance or damage to the Seller or its successors in title or the neighbourhood
4. Not to alter within ten years from the date hereof the dwellinghouse erected on the Property or to extend the same or to place any garage hut greenhouse caravan house on wheels boat or any similar thing thereon without first obtaining the written consent of the Seller

5. Not to place or affix or keep any satellite dish or dishes on the front or side elevation of the Property AND no dish shall be placed or fixed elsewhere on the Property without the prior written consent of the Seller
6. Not to alter the external appearance of the dwellinghouse and garage erected on the Property including the colour of any external parts thereof which have been painted
7. No washing shall be hung in any front garden forming part of the Property
8. No advertising material of any sort other than a sign of normal dimensions advertising that the Property is for sale or to let shall be exhibited on any part of Property
9. No livestock other than domestic dogs cats cage birds or fish in aquaria shall be kept on the Property and no livestock shall be so kept for breeding or rearing purposes
10. Within the period of ten years from the date hereof no other building or structure of any kind including walls fences and hedges whether permanent or temporary shall be erected or placed upon the Property unless the plans elevations position and materials shall have been previously approved in writing by the Seller
11. Not to park or leave or permit to be parked or left on the Property or any intended private roads drives or access areas any heavy goods or large commercial vehicle or coach or any unroadworthy vehicle
12. Not to cause or permit any obstruction on any part of the Property which forms part of a visibility splay (if any) required by the Local Planning or Highway Authority nor to do or cause or permit to be done anything whereby the adoption by the Local Highway Authority of any intended public roads or paths or informal margins as part of the public highway on the Seller's Estate is delayed or prevented
13. Not to obstruct or cause or permit to be obstructed any road path drive or access area which serves the Property in common with other land
14. The Seller shall be entitled to payment of a reasonable fee for dealing with any application for consent made to the Seller pursuant to any of the provisions of this Schedule

SIGNED AND DELIVERED as a Deed)
by M TATTERSALL)
and J T HOLLIDAY)
as the Attorney and in the name of)
BARRATT HOMES LIMITED in exercise)
of the power conferred upon them by a)
Power of Attorney dated 1st July 1998)
in the presence of:-

M Tattersall
J T Holliday

Witnesses
Susan Mary GAMMA
14 Lloyd's Walk
Leeds

SIGNED AND DELIVERED as a Deed)
by the said MARK NICHOLAS)
HOVER and RACHEL LOUISE HOVER)
in the presence of the witness)
named below :-)

Mark Nicholas
Rachel Louise Hover

x
x

Name of witness Mr S.A. Chamberlain

Address 12 Forest Hill

Telephone Reading RG50 6FR

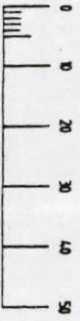
Occupation Bar Staff

WYK 638731



PLAN REFERRED TO : COLTON ROAD, COLTON

PLOT NO : 32



GROUND FLOOR FLATS 17,19,21
FIRST FLOOR FLATS 18,20,22



PLAN



INDICATIVE ONLY