

THIRD SCHEDULE
(Covenants by the Transferee)

1. That no part of the Property shall be used or occupied for any purpose other than as or incidental to a single private dwelling in the occupation of one household only
2. Not to do or permit to be done on the Property or the Estate any act matter or thing which may be or become a nuisance annoyance or disturbance or inconvenience to the owners or occupiers of any adjacent dwelling
3. Not to obstruct those parts of the Amenity Area intended for vehicular pedestrian or recreational use
4. That nothing shall be done which may lessen the support or protection given by any walls or other structures to which clause 7 of this Schedule applies
5. Not to use the Allocated Parking Area (if any) for any purpose other than the parking of private motor cars or private motor cycles which shall be in a roadworthy condition and shall exhibit a current Road Fund Licence
6. Not to park any private motor vehicle or motorcycle belonging to the Transferee in the Visitors Parking Area (if any) and not to permit any visitor to the Property to park any private motor vehicle or motorcycle in the Visitors Parking Area (if any) for more than 24 consecutive hours
7.
 - (a) That all walls fences or other means of enclosure including any retaining walls between the Property and any adjoining property within the Estate and any dividing walls where any part or parts of the Buildings are connected to adjoining Buildings shall be party walls and shall in each case be used repaired and maintained as such and kept in good order and condition at all times and
 - (b) That any walls fences or other means of enclosure separating the Property from the Amenity Area or an Estate Road shall at all times be maintained repaired and renewed by the Transferee
8.
 - (a) That the Transferee shall not transfer the Property without contemporaneously with such transfer requiring the transferee thereof to enter into the Deed of Covenant and to apply in writing to become a member of the Management Company and
 - (b) That whenever the title to the Property devolves on any successor in title of the Transferee such successor shall within seven days enter into the Deed of Covenant and apply in writing to become a member of the Management Company
9. In the event that an Estate Sewer passes through or within three metres of the Property (measured horizontally from the centre line of such Estate Sewer) that no Buildings shall be erected or constructed on over or within three metres (measured as aforesaid) thereof unless prior written consent of the relevant Water Company has been obtained.
10. Not to erect any building or structure on the Property nor to erect or make any extension or alteration to the exterior of the dwelling thereon without having first obtained
 - (a) the consent of the Local Authority under the Town and Country Planning Acts and Building Regulations for the time being in force and
 - (b) the consent of the relevant Local Authority or Statutory Undertaker within whose area the same is located in respect of land within three metres horizontally from the centre line of an adopted or adoptable sewer and
11. To maintain any part or parts of the Property which lie in front of the building line of the dwelling and/or outside the screen fence erected or to be erected on the Property as garden entrance driveway and access way (as appropriate) and not without the previous consent in writing of the Local Planning Authority to:
 - (a) erect or place thereon any building walls fences hedges or posts
 - (b) cut down or damage or allow or permit to be damaged or except in the course of good husbandry to cut lop or trim any tree now growing or to be planted by the Transferor upon the Property or on any adjoining land on the Estate
12. To keep any land drains and silt chambers in or under the Property in good working order free from obstruction
13. Not to do anything in or upon the Property which would contravene any relevant conditions contained in any planning permissions granted to the Transferor to enable the Transferor to develop the Estate including without prejudice to the generality of the foregoing any landscaping scheme carried out or to be carried out by the Transferor pursuant thereto
14. To indemnify and keep indemnified the Transferor against all damages costs and any other liabilities resulting from any non-observance or non-performance by the Transferee of any covenants relating to the Property on the registers of the title above referred to.
15. Not to erect or display on the Property any sign advertisement notice or other writing other than the name and number of the Property save that after the Transferor shall have completed the disposal of all dwellings built or intended to be built on the Estate the Transferee shall be at liberty to erect a board of reasonable size for the purpose of indicating that the Property is to be let or sold