

ENFIELD ISLAND VILLAGE RESTRICTIVE COVENANTS

The Transferee means the buyer of the property

The Transferor generally means Fairview, the developer of the property or its successors

1. The Transferee for himself and his successors in title and with the intent to bind the Property into whosoever hands the same may come hereby covenants with the Transferor and also as a separate covenant with Enfield Island Village Residents' Association and every other person who is or shall during the Specified Period be the owner of any part of the Retained Land for the benefit of the Retained Land including any part thereof for the time being unsold to observe and perform the restrictive and other covenants and stipulations set out in clauses 3-19 below
2. The Transferee further covenants with the Transferor and separately with the owner or owners from time to time of each respective part of the Retained Land to pay and contribute with other users thereof a fair proportion of the cost of maintaining and repairing:
 - 2.1 all party walls and other walls and structures common to the Property or the Dwellinghouse or any part or parts thereof and any adjoining or adjacent buildings or any part or parts thereofand so far as they are not part of the obligations to which the Transferee is liable to contribute under the Rentcharge
 - 2.2 all Service Installations laid in or under and across the Retained Land and to which the Service Installations of the Dwellinghouse connect
 - 2.3 the Roadways (including the street lighting of the same)
 - 2.4 such other amenities as the Transferor shall consider reasonably necessary for the proper enjoyment and safety of the Retained Land or may be required by any competent authority
3. Not to excavate or dig upon any part of the Property to a depth of more than one metre nor to carry out any works that would or might involve any such excavation without first:

3.1 notifying the Local (or other relevant) Authority of the proposal to do so

3.2 providing evidence to Enfield Island Village Residents' Association of the receipt of such notification by the Authority concerned and

3.3 having obtained the written consent of Enfield Island Village Residents' Association and then only in strict conformity with any conditions attached to such consent

3.4 for the period of two years from completion of construction of the last unit on the Estate the consent of the Transferor

and in any event not to carry out any works that would negate or contravene the environmental protection memos set out in the annexed report of Messrs. Aspinwall

4. At all times hereafter to maintain and keep in repair the fence on the sides of the Property marked "T" (if any) within the boundary on the Plan
5. Not to build or permit any further building works upon the Property without prior written approval of the Transferor and Enfield Island Village Residents' Association
6. Until the expiration of 12 months from when the Transferor completes the construction of the last plot on the Retained Land no board placard or notice relating to the sale or letting of the Property or the Dwellinghouse shall be displayed upon the Property or the Dwellinghouse
7. No caravan boat or trailer shall be parked on the Property nor within the curtilage of the Retained Land without the consent in writing of the Transferor (such consent not to be unreasonably withheld or delayed)
8. No posts wires works aerials satellite dish or apparatus for reception or transmission of radio or television signals (save a normal domestic aerial for television and radio reception) shall be erected set up or attached to the Property or exterior of the Dwellinghouse without the consent in writing of the Transferor (such consent not to be unreasonably withheld or delayed)

9. No alterations to the windows external walls or structure of the Dwellinghouse shall be made nor shall any change in appearance of the same be made
10. Nothing shall be done permitted or suffered on the Property that shall obstruct or otherwise interfere with the access and user of light and air to and for the remainder of the Retained Land or which shall cause the same to fall below the quantity thereof now enjoyed by the Retained Land
11. Not to erect on the Property or any part thereof any building or structure within 3 metres measured horizontally from the centre line of any sewer to be adopted by the Local Drainage Authority as a sewer maintainable at the public expense without the consent of the said Local Drainage Authority
12. Not to carry on any trade business or manufacture upon or in the Dwellinghouse or the Property nor to use the same for any purpose other than or in connection with a private dwelling
13. Not to allow any garden had comprised within the Property to become untidy but to cultivate and maintain the same in good and tidy order and condition and no trees shrubs or landscaping now standing or afterwards planted by the Transferor on the Property or any part thereof pursuant to any landscaping scheme required by the Local Planning Authority shall be cut down or in any way interfered with without the prior written consent of the Local Planning Authority and further will ensure that any plant which dies becomes diseased or is removed within five years of the date hereof whether as a result of neglect or otherwise will immediately be replaced in the next planting season
14. No clothes or other objects shall be hung or exposed in the front garden of the Dwellinghouse and Property
15. No gates fences walls or other means of enclosure shall be erected or constructed beyond the foremost part of any wall of the Dwellinghouse which fronts a highway
16. Not to do or suffer to be done upon the Property anything which may be an annoyance damage or disturbance to the owners lessees tenants or occupiers of any adjoining land
17. Not to do or suffer to be done upon the Property anything which may result in a breach of any condition contained within any planning permission or permissions relating to the development of the Retained Land

18. Not to park or keep or permit to be parked or kept any motor car wheeled vehicle or other form of transport on the Property or any other part of the Retained Land except that this covenant shall not prevent (i) the parking of a domestic private motor vehicle or vehicles which is or are of a roadworthy nature and in regular use in or upon any garage parking space or driveway comprised within the curtilage of the Property (ii) the temporary loading or unloading of articles being delivered to or collected from the Property and (iii) allowing passengers to alight or board
19. Save in cases of emergency or where of a minor nature not to carry out any repairs and/or maintenance to any motor vehicle when parked in accordance with clause 18(i) above