

Land Registry
Continuation sheet for use with
application and disposition forms



Any parts of the form that are not typed should be completed in black ink and in block capitals.

1	Continued from Form:	Title number(s): CYM276298
	TP1	

1. DEFINITIONS

Certificate: The certificate prepared by the Management Company showing the amount of the Estate Costs for a particular Maintenance year.

Communal Facilities: All parts of the Estate not comprised in any Plots that are intended to be used in common by the occupiers of the Plots on the Estate

Estate Costs: All costs and expenses incurred by the Management Company in each Maintenance Year in connection with the matters referred to in the Seventh Schedule.

Estate Regulations: Any rules or regulations made in general meetings by the Management Company for the better management of the Communal Facilities.

Estate: shall mean the land at Clun CP School Clyne Neath SA11 4BW registered under Title number CYM276298 including the Estate Road

Estate Road: shall mean the road footpath and verges located on the Estate and intended for adoption

Excluded Rights: The exceptions and reservations specified in the Second Schedule hereto

Included Rights: Those rights specified in the first Schedule hereto

Maintenance Year: Every twelve month period ending on the 31st December or such other date as may be set by the Management Company

Management Company: Clos Yr Ysgol Parks Management Company Ltd (co.reg.no 13949728) whose registered office is at 49 Bryneglwys Gardens Newtown Porthcawl CF35 5PR

Plan: means the Plan annexed hereto

Plots: means land being sold on the Estate as housing

Property: That part of the Estate known as Plot () Clos Yr Ysgol Clyne Neath SA11 4BW as the same is shown edged red on The Plan together with the dwelling on some part thereof

Services: means water soil effluent gas fuel oil electricity telephone telephonic signals television visual audio fax electronic mail data information communications and other services

Service Companies: Any relevant supplier of gas (if any), electricity, water, telephone, soil, gas, electricity, electronic or telephonic data or laser may be effected and any inspection chambers manholes or apparatus connected therewith and being in, on, under or over any part or parts of the Estate.

Transferee: The Transferee set out at Box 6 on the front page of this transfer

Transferee's Proportion: One Twenty Sixth of the Estate Costs

Transferor: The Transferor set out at Panel 5 on the front of this Transfer

(a) In this Deed unless the context requires otherwise the various expressions set out in the Definitions shall have the meaning ascribed to them.

(b) Any covenant by the Transferee not to do any act matter or thing shall be construed as including a covenant by the Transferee that such act matter or thing shall not be done.

2. TRANSFERRED RIGHTS

The Property is transferred

TOGETHER WITH the included rights

TOGETHER ALSO with the benefit of AND SUBJECT TO the exceptions reservations covenants conditions rights and all other matters contained or referred to in the Titles above referred to so far as the same relate to the Property and are still subsisting and capable of being enforced and

EXCEPTED AND RESERVED unto the Transferor (and its successors in title) the excluded rights and SUBJECT TO the covenants on the part of the Transferee herein contained

The Transferor HEREBY ASSIGNS to the Management Company the benefit attaching to the Property of all covenants heretofore made by the Transferees of any other Plot on the estate

3. INDEMNITY

With the object of affording to the Transferor a full and sufficient indemnity but not further or otherwise the Transferee HEREBY COVENANTS with the Transferor that they will henceforth observe and perform the covenants (if any) referred to in the Register of the Transferor's above mentioned title (so far as the same relate to the Property and remain capable of taking effect) and will indemnify the Transferor and its effects against all liability in respect thereof

4. AGREEMENT AND DECLARATIONS

IT IS HEREBY AGREED AND DECLARED as followed: -

- (a) The Transferee shall not by virtue of this Transfer acquire or be entitled to any easement or right of light or air which would prejudice the free use or enjoyment of any other part of the Estate and any other adjoining or neighbouring land now or hereafter belonging to the Transferor for building or other purpose and that any enjoyment of light or air had by the Transferee from or over any adjoining or neighbouring land shall be deemed to be by licence or consent and not as of right
- (b) All Services (not being part of the Communal Facilities) now used or intended to be used and enjoyed in common by the owners and occupiers for the time being of the Property and of any other Plot included in the Estate shall continue to be so used and enjoyed and shall be repaired and maintained at the fair and proportionate expense (according to user) of the owners of the land entitled to use the same
- (c) The Property forms part of the Estate and the Transferor expressly reserves the right of making from time to time any alterations in the mode of laying out the Estate and in the number and area of other residential plots or units set out and or erected thereon or the use to which they are to be put and to withdraw release vary or abandon in favour of the owner or lessees from time to time of any part of the Estate (including the Property) any of the covenants restrictions stipulations and conditions entered into or to be entered into (including any variations in any Planning Consents) in any manner it may deem desirable.
- (d) The Transferee shall not be entitled to any easement or quasi-easement to which the Transferee might otherwise be entitled by reason of the adjoining or neighbouring property being in the ownership of the Transferor other than such rights and easements as are specifically granted by the First Schedule hereto
- (e) The expression "the Transferee" shall include the masculine the feminine the singular and the plural and where two or more persons are referred to by that expression all covenants

and agreements made by all of them shall be deemed to be made by way or with them jointly and severally.

(f) If any sums due to be paid by the Transferee under the terms of this Transfer or any part thereof shall be unpaid 21 days after becoming payable the Transferee shall pay to the Management Company interest upon such sum or sums as shall remain unpaid at the rate of 4% per annum above the base rate (or its equivalent) from time to time of Barclays Bank plc calculated on a day to day basis from the date of the same becoming due down to the date of payment but without prejudice to the operation of any other right of the Management Company in respect of non-payment of such sums

(g) The Transferee shall be exclusively responsible for the repair and condition of any Services outside the Property which serve the Property exclusively

5. TRANSFEREES COVENANTS

- (a) For the benefit and protection of the land comprised in the Estate (other than the Property) and each and every part thereof (so far as may be) so as to bind the Property into whosoever hands the same may come the Transferee hereby covenants with the Transferor and also (subject to the right hereinbefore reserved to the Transferor to withdraw vary release or abandon covenants restrictions stipulations and conditions) as a separate covenant with the Management Company and every other person who is now or will be the owner of any part of the Estate that the Transferee will henceforth and at all times hereafter observe and perform the restrictions and stipulations set out in Part 1 and Part II of the Third Schedule hereto but not so as to render the Transferee personally liable in damages for any breach of a restrictive covenant after they shall have parted with all interest in the Property and further as a separate covenant with the Transferor will henceforth at all times hereafter observe and perform the covenants set out in Part III of the Third Schedule hereto
- (b) The Transferee HEREBY COVENANTS with the Management Company (and as a separate covenant with the Transferor) to pay the Transferee Proportion at the time and in the manner specified in the Fifth Schedule.
- (c) The Transferee HEREBY COVENANTS with the Transferor and as a separate covenant with the Management Company not to transfer the Property nor to create a lease thereof exceeding 20 years unless the Transferee (or lessee as the case may be) shall first have applied to be a member of the Management Company and shall have executed and delivered in favour of the Management Company a deed of covenant whereby the Transferee (or lessee) covenants to comply with the terms of this transfer including this present provision.
- (d) The Transferee HEREBY COVENANTS with the Management Company that upon the transfer of or the creation of a charge on the Property or the creation of a lease exceeding 20 years or upon the devolution of the legal estate therein howsoever arising the Transferee will within 21 days thereafter give to the

Management Company or its solicitors notice in writing thereof with full particulars and shall pay such reasonable fee as shall be prescribed by the Management Company or its agent from time to time (not being less than £50.00) together with VAT thereon for the registration of such notice.

6. MANAGEMENT COMPANY'S COVENANT

The Management Company covenants with the Transferor and as a separate covenant with the Transferee to undertake and perform the covenants and stipulations on its behalf set out in the Sixth Schedule hereto.

7. MUTUAL COVENANT

The Transferor and the Transferee hereby apply to the Registrar to enter in the Register such of the said appurtenant rights exceptions and reservations covenants conditions and stipulations herein as are capable of registration.

8. RESTRICTION

The parties HEREBY APPLY to the Chief Land Registrar to enter a restriction on the Proprietorship Register of the Title to the Property as follows:

"Restriction – No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the clerk, secretary or a director of Clos Yr Ysgol Parks Management Company Ltd or its conveyancer that the provisions of clause 5 (c) or 5(d) of the Transfer of the registered estate dated 2018 have been complied with."

9. TRANSFEROR'S COVENANT

9.1 The Transferor covenants with the Transferee that the Transferor will pay the Transferee's Proportion in relation to any Plot which remains unsold on the Estate

9.2 The Transferor will construct to an adoptable standard and thereafter maintain until adopted by the relevant authority the estate road

9.3 The Transferor will construct to an adoptable standard and thereafter maintain until adopted by the relevant authority the main sewers drains water and supply pipes

THE FIRST SCHEDULE before referred to
The Included Rights

1. The right for the Transferee in common with the Transferor and all other persons who have or may have hereafter the like right:
 - (a) to pass and repass over the Estate Road including pavement crossing with or without vehicles (but on foot only over the footpaths) and on foot only over the footpath at all times and for all purposes connected with the residential use and occupation of the Property.
 - (b) to the passage of water and soil gas electricity and other normal domestic services through the Services.

(c) upon reasonable prior notice being given (save in emergency) and with workmen materials and equipment if necessary to enter on the adjoining parts of the Estate or adjoining Plots for the purposes of:

- (i) maintaining repairing renewing and inspecting the Services serving the Property and being in or under such adjoining parts of the Estate
- (ii) renewing repairing painting maintaining and inspecting any dwelling driveway fence buttress or other structure which may be built on or in close proximity to the boundary line of the Property
- (iii) reading any meters relevant to the supply of services to the Property

The Transferee making good all damage which may be done in the exercise of the rights specified in this sub-clause at their own cost and without any necessary delay.

- (d) the right to use with others so entitled the Communal Facilities subject to the Transferee paying the Transferees Proportion of the Estate Costs.
- (e) The right (if necessary) for the foundations roofs and gutters and other projections of any dwelling, porch and other ancillary building fences buttresses or other structures erected on the Property to extend beyond the boundaries of the Property and to overhang any adjoining part or parts of the Estate.
- (f) All rights of support and protection as are now afforded to the Property by the adjoining properties on the Estate

THE SECOND SCHEDULE before referred to Rights Excepted and Reserved

1. The right for the Transferor or other the owner or owners for the time being of the remainder of the Estate and of the adjoining or neighbouring land now or formerly owned by the Transferor and any part of parts thereof intended to be benefited and all other person having the like or similar rights and (where appropriate) the Local Authority or other government agency ("Agency")
 - (a) to the free and uninterrupted right of passage and running water soil gas electricity and other normal domestic series into and through any Services now constructed or to be constructed within the Perpetuity Period in or under the Property or any part thereof with full rights of entry with or without workmen materials and appliances at all reasonable times and upon giving reasonable notice (except in the case of emergency) for the purposes of constructing connecting to inspecting relaying cleansing renewing replacing enlarging repairing removing maintaining and using such Services the Transferor or other the person exercising such right forthwith making good any damage thereby occasioned.

(b) to enter the Estate or the Property upon giving reasonable prior notice to the Transferee and with workmen materials and equipment if necessary for the purposes of:

(i) renewing repairing painting maintaining and inspecting any watercourses dwelling driveway fences buttress or other structure built on or in close proximity to the boundary line of the Property.

(ii) Planting on the Property trees and/ or shrubs in accordance with the requirements of the Local Authority and thereafter as occasion may require for staking cultivating or replacing such trees and/or shrubs.

(iii) reading any meters relevant to the supply of Services to any adjoining land and premises included in the Estate all damage which may be done in the exercise of such powers as are specified in this sub clause being made good without unnecessary delay at the cost of the person so entering.

2. All easements wayleaves licences rights and privileges granted or to be granted within the Perpetuity Period by the Transferor to the Local Authority, Agency or any Service Companies whose apparatus is on or has been laid in the Estate with the consent of the Transferor in connection with the services usually provided or maintained by them for the benefit and advantage of the estate or any part thereof and the Transferee will if necessary grant to the said Authorities or Service Companies such easements as they shall require in connection with the provisions and maintenance of these services

3. All rights of support and protection as are now afforded to the adjoining property on the Estate by the Property

4. The right (if necessary) for the foundations roofs and gutters and other projections of dwelling, porches and other ancillary buildings fences buttresses garages or other structures which may be erected on any adjoining part or parts of the Estate to extend beyond the boundaries thereof and to overhang the Property

5. The right for the Transferor its agents and employees upon giving reasonable prior notice to enter on the Property in order to comply with any of the terms and provisions of the planning permission permitting the Estate or for the purpose of effecting any works required by the Local Authority under a landscaping or planting scheme and also re-planting the same TOGETHER WITH the right to carry out such works the person or persons entering creating as little disturbance as possible and making good any damage caused to the reasonable satisfaction of the Transferee.

6. The right for a period of three years from the date hereof at all reasonable times by itself with or without workmen and others to enter on the Property with ladders and appliances and also to erect maintain and take away scaffolding in order to carry out building operations on and repairs and alternation to adjoining property but the Transferor

or the persons deriving title under it will so far as reasonably practicable make good all damage caused thereby.

7. All rights set out in the registered titles of the Estate

THE THIRD SCHEDULE

PART 1

Restrictive Covenants

1. Not to use the Property for any purpose other than that of a single private dwelling house in single family occupation and not to carry on or allow to be carried on any trade or business upon the same
2. Not to use any flower bed or other part of the garden grounds of the Property except as a properly planted garden area
3. Not to do or permit to be done any act or thing on or about the Property or any parts thereof which will be or might grow to be an annoyance or nuisance or cause damage or disturbance to the Transferor its successors in title or the owner or occupiers for the time being of the remainder of the Estate or any part thereof
4. Not to park a caravan house on wheels boat trailer or other similar vehicle or craft on any part of the Estate or the Communal Facilities or the Property
5. Not to obstruct or park on the Estate Road
6. Not for a period of up to three years from the date hereof or until the last Plot on the Estate shall have been sold whichever shall be the later to carry out additions or structural alteration to any building now on the Property or erect any new buildings thereon without the Transferor's prior written approval any application for such approval to be accompanied by a reasonable fee being not less than £100 plus VAT
7. Not to leave any rubbish unlicensed vehicles or other objects in or around the Estate and if such items are left and are removed (permission hereby being given by the Transferee) to pay all such costs of removal and destruction such sum being recoverable as part of the Transferee's Proportion
8. Not to create use or permit any part of the Property to be used as a roadway or access to any land adjoining the Estate.

THE THIRD SCHEDULE

Part II

Positive Covenants

1. At all times hereafter to maintain and keep in repair and (as appropriate) decorate
 - (a) the boundary walls buttresses and all fences marked with a "T" inwards in the Property on the Plan and
 - (b) roofs and eaves of the Property and the other parts of the exterior structure of the Property.
2. To keep all external parts of the Property clean well decorated and tidy
3. To become a director of the Management Company when required
4. To pay on demand the Transferee's Proportion and the costs of disposal of any items left on the Estate
5. To observe and perform the Estate Regulations
6. To use the Communal Facilities only for leisure purposes and not to allow any pets to foul the garden areas

THE THIRD SCHEDULE

PART III

Covenants on the part of the Transferee to the Transferor and Service Companies.

1. If reasonably requested to do so to grant to any Service Companies such easements as they shall require in connection with the provision and maintenance of the Services or any of them now constructed or hereafter constructed
2. Not at any time to plant any trees or other deep rooting plants or shrubs nor erect any buildings walls fences or other erections within three metres either side of the Services
3. Not to do or cause or permit to be done on the Property anything calculated or likely to cause nuisance annoyance inconvenience or damage or injury to
 - a. any other occupiers of the Estate or
 - b. any other persons who are using the Communal Facilities and who are lawfully entitled to do so

And to take all reasonable precautions to prevent such damage or injury.

4. Not to prevent access to any Services

THE FOURTH SCHEDULE

(The Managements Company's Powers of Investment)

The Management Company shall have powers in its discretion to invest all receipts in respect of and on account of Estate

costs paid to it as provided by this Transfer and like provisions contained in the transfers of the other Plots on the Estate in deposits with or loans to any recognized bank (within the meaning of the Banking Act 1987 or any statutory modification or re-enactment thereof)

THE FIFTH SCHEDULE

(Financial Information)

1. The Estate Costs for any financial year will be payable in accordance with this Schedule
2. The Management Company shall estimate the anticipated amount for the Estate Costs to the Transferee before the commencement of the Maintenance Year to which it relates and the Transferee will pay to the Management Company the Transferee's Proportion of such anticipated figure annually in advance by a single instalment on the first day of January in each Maintenance Year PROVIDED THAT in respect of the Maintenance Year on the date hereof the Interim Payment shall be that amount payable for the unexpired term of the said current Maintenance Year
3. Within twenty one days following the service on the Transferee by the Management Company of the Certificate for the Maintenance Year in question the Transferee shall pay to the Management Company the balance by which the Interim Payment falls short of the amount actually payable as certified by the Certificate and any overpayment by the Transferee shall be credited against future payments of the Transferee's Proportion becoming due
4. The Certificate shall (save in the case of manifest error) be binding on the Management Company and the Transferee

THE SIXTH SCHEDULE

Management Company's Covenants

1. To carry out the works and do the acts and things set out in the Seventh Schedule as appropriate to the Estate and the Communal Facilities PROVIDED THAT: -
 - 1.1 The Management Company shall not be held responsible for any want of repair to the Communal Facilities or the Services or any defects therein for which the Management Company is liable hereunder unless and until notice in writing of any such want of repair or defect has been given to the Management Company and the Management Company has failed to make good or remedy such want of repair or defect within a reasonable time of receipt of such notice
 - 1.2 Nothing in this covenant contained shall prejudice the Management Company's right to recover from the Transferee or any other person the amount or value of any loss or damage suffered by or caused to the Management Company

or the Communal Facilities or the Services by the negligence or other wrongful act or default of such person

1.3 The Management Company shall not be liable for any failure to provide employees and workmen necessary in connection with the Communal Facilities or the Services if it shall have used all reasonable endeavors to obtain them

2. To use all reasonable endeavors to recover the contributions towards the cost of the matters referred to in the Seventh Schedule which may be due from the Transferee or the owners of any of the other Plots in the Estate

3. The Management Company shall ensure that the reserve fund or funds referred to in the Seventh Schedule shall be kept in a separate trust fund account and any interest on or income of the said fund shall be held by the Management Company in trust for the Transferees and other Plot owners on the Estate and shall only be applied in connection with the matters detailed in the Seventh Schedule and shall have the power to invest such moneys as are set out in the Fourth Schedule

4. If required by the Transferee for the reasonable protection of the Property to enforce or assist the Transferee in enforcing the said covenants entered into or to be entered into by an owner of any one or more of the other Plots on the Estate provided that the owner shall (if required) indemnify the Management Company against all costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Management Company may reasonably require

SEVENTH SCHEDULE (Estate Costs)

1. Keeping the private foul and surface water drains and systems forming part of the Communal Facilities generally clean and tidy and in good order and condition and maintaining repairing and relaying all pipes wires and cables relating to the same and paying any periodical maintenance contracts in respect of the same.
2. Maintaining repairing re-decorating and where necessary reinstating or replacing any Estate boundary marker of whatsoever description forming part of the Communal Facilities.
3. Repairing maintaining inspecting and as necessary reinstating and renewing the Estate Road paths verges and the Services forming part of the Communal Facilities
4. Keeping any garden areas forming part of the Communal Facilities clean cultivated mown and tidy
5. Inspecting cleansing maintaining repairing renewing replacing any lighting serving the Estate
6. Removing any unlicensed vehicles and other items left

on the Estate in breach of the terms hereof

7. Insuring any risks for which the Management Company may be liable for material and third party liability and as an employer of persons working or engaged in business on the Communal Facilities and the Estate Road or as the owner of the same or any part thereof in such amount as the Management Company shall reasonably think fit

8. Providing and paying such persons as may be necessary in connection with the upkeep of the Communal Facilities and the Services

9. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether parliamentary parochial local or of any other description) assessed charged or imposed upon or payable in respect of the Communal Facilities or any part thereof except insofar as the same are the responsibility of the owner of any of the Plots on the Estate

10. Paying any value added tax chargeable in respect of n any of the matters referred to in this Schedule

11. Abating any nuisance and executing such works as may be necessary for complying with any notice served by the local authority in connection with the Estate or any part thereof insofar as the same is not the liability of or attributable to the owner or occupier of any of the Plots on the Estate

12. Preparing and supplying to the owners of the Plots on the Estate copies of any Estate Regulations (if any)

13. Generally managing and administering the Communal Facilities and protecting the amenities of the same and for that purpose if necessary employing a firm of managing agents (save that all the fees of such managing agents shall be included as an amount in the Estate Costs) or consultants or similar and the payments of all costs and expenses incurred by the Management Company:

13.1 in the running and management of the Estate and the collection of the Estate Costs (and other rents and service charges issuing therefrom) and in the enforcement of the covenants and conditions and regulations contained in the transfers relating to the Plot on the Estate and any Estate Regulations

13.2 in making such applications and representations and taking such action as the Management Company shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute or regulation or bye-law on the owners of any of the Plots on the Estate or on the Management Company in respect of the Estate and

13.3 in the preparing of the Certificate for the Estate Costs

14. Enforcing or attempting to enforce the observance of the covenants on the part of any owner of any of the Plots on the Estate

15. Employing a qualified accountant for the purpose of auditing the Certificate in respect of the Estate Costs and certifying the total amount thereof for the period to which the account relates if more than two Plots on the Estate require this

16. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Estate insofar as such compliance is not the responsibility of the owners of any of the Plots on the Estate

17. Providing inspecting maintaining repairing reinstating and renewing any other equipment and providing any other service or facility which in the opinion of the Management Company it is reasonable to provide to the Estate

18. Paying all sums necessary to keep the Management Company compliant with statutory requirements

19. Collecting and investing such sums as shall be considered necessary by the Management Company (whose decisions shall be final as to questions of fact) to provide a reserve fund or funds for items of future expenditure to be or expected to be incurred at any time in connection with the Communal Facilities

20. Operating maintaining and (if necessary) renewing the lighting water and power supply apparatus from time to time of the Communal Facilities and providing such additional lighting water or power supply apparatus as the Management Company may reasonably think fit

21. All expenses (if any) incurred by the Management Company in and about the maintenance and proper and convenient management and running of the Estate including in particular but without prejudice to the generality of the foregoing any expenses incurred in rectifying or making good any inherent structural defect in the Communal Facilities (except insofar as the cost thereof is recoverable under any insurance policy for the time being in force or from a third party who is or who may be liable therefor) any interest paid on any money borrowed by the Management Company to defray any expenses incurred by it and specified in this Schedule any costs imposed on the Management Company for any legal or other costs reasonably and properly incurred by the Management Company and otherwise not recovered in taking or defending proceedings (including any arbitration) arising out of the any owner of any of the Plots on the Estate or any claim by or against any of the said owners

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both. Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register. Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

or by any third party against the Management Company as owner lessee or occupier of any part of the Estate.

AGREEMENTS AND DECLARATIONS

The parties hereto declare that the Estate Costs shall not be intended to be a rentcharge for the purposes of the Rentcharge Act 1977 and to the extent that the obligation to make payment of any sums payable towards the Communal Facilities in this Transfer are deemed to be a rentcharge the provisions of section 121 of the Law of Property Act 1925 are excluded from this Transfer and the Transferor is not entitled to exercise any of the remedies contained therein

The Transferee and their successors in title shall not be entitled to any right of access of light and air or any other easement or right which would restrict or interfere with the free use of the Retained Land building or any other purpose.