

Moorpool Estate Covenants

2. **EXCEPTING AND RESERVING** unto the Transferor and its successors in title the right to use all sewers drains watercourses pipes and cables in or upon the property hereby transferred and the right to passage of water soil sewerage and electricity through the same

3. **COVENANTS**
The Transferee covenants with the Transferor and the Owner to bind the Property (so far as may be) at all times hereafter and to benefit all other parts of the Transferor's adjoining or adjacent property but not so as to bind the Transferee personally after he shall have parted with all interest in the Property that he will:-
 - 3.1 Not make any alteration in the external elevation or architectural decoration of the Property
 - 3.2 Not erect any new buildings or make any addition to any existing buildings save in accordance with plans elevations section and specifications previously approved by the Transferor's Surveyors at the cost of the Transferee.
 - 3.3 Not decorate the Property externally in any manner not in harmony with the adjoining or adjacent property of the Transferor
 - 3.4 Not permit the area between the front of the present dwellinghouse and the road to be used otherwise than as a means of affording reasonable access to the dwellinghouse and a front garden and in particular (but without prejudice to the generality of the preceding words) not to use such area as a standing place or park
 - 3.5 Pay a fair share of the expense of the cleansing repairing or maintaining all party sewers drains gutters way walls fences hedges and chimneys and other common user structures (such share to be decided in case of dispute by the Transferor's Surveyor whose decision shall be final)

3.6 Use the Property only as a single private dwellinghouse for the occupation of one family and not any trade manufacture or business

3.7 Keep the garden in good order and the hedges properly trimmed

4. AGREEMENT AND DECLARATIONS

It is hereby agreed and declared that:-

4.1 Save insofar as such rights may have been expressly granted by this deed the Transferee shall not be or become entitled to any easement of light or air or other easement over the Transferor's adjoining or adjacent property which would restrict or interfere with the free use of such adjoining or adjacent property for building or other purposes

4.2 The Transferor may dispose of all or any other part of its adjoining or adjacent property without imposing similar or any restrictive or other covenants

5. INTERPRETATION

Where the Transferee is more than one person the term "The Transferee" shall include all of them and the Covenants shall be deemed to be given jointly and severally

6. The Transferee for the purpose of affording to the Transferor a full and sufficient indemnity but not further or otherwise hereby covenants with the Transferor that the Transferee and those deriving title under them will at all times hereafter observe and perform the matters contained and referred to in the Property and Charges Register of the above title number so far as the same are still subsisting and capable of taking effect and being enforced and will so far as aforesaid indemnify the Transferor against all actions proceedings costs claims and demands resulting from any future breach non-observance or non-performance thereof.