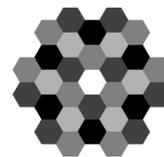


The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number K878283

Edition date 08.05.2013

- This official copy shows the entries on the register of title on 16 AUG 2013 at 09:22:18.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 16 Aug 2013.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Nottingham Office.

A: Property Register

This register describes the land and estate comprised in the title.

KENT : CANTERBURY

- 1 (20.09.1996) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 25 Tower View, Chartham, Canterbury (CT4 7TQ).
- 2 (22.11.2004) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 30 September 2004 referred to in the Charges Register.
- 3 (22.11.2004) The Transfer dated 30 September 2004 referred to above contains provisions as to light or air and boundary structures.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (28.05.2008) PROPRIETOR: TREVOR STANLEY DAVIS of 25 Tower View, Chartham, Canterbury, Kent CT4 7TQ.
- 2 (28.05.2008) The price stated to have been paid on 15 June 2007 was £210,000.
- 3 (17.11.2008) 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 is to be registered without a certificate signed by the Transferor or the Management Company or their solicitors that the provisions of schedule 9 of the Transfer dated 30 September 2004 have been complied with.

Title number K878283

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (22.11.2004) A Transfer of the land in this title dated 30 September 2004 made between (1) Wilcon Homes Southern Limited (2) Taylor Woodrow Developments Limited (3) St Augustine's Village Residents Association Limited and (4) Patrick Bates contains restrictive covenants.

NOTE: Copy filed.

- 2 (22.11.2004) The Transfer dated 30 September 2004 referred to above contains a covenant by the Transferee with the Transferor as to the grant of rights as therein mentioned.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

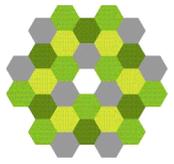
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 16 August 2013 shows the state of this title plan on 16 August 2013 at 09:22:18. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide *19 - Title Plans and Boundaries*.

This title is dealt with by the Land Registry, Nottingham Office .

Land Registry Official copy of title plan

Title number **K878283**
Ordnance Survey map reference **TR1154SE**
Scale **1:1250 enlarged from 1:2500**
Administrative area **Kent : Canterbury**



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These are the notes referred to on the following official copy

Title Number K878283

The electronic official copy of the document follows this message.

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**Transfer of part
of registered title(s)**

Land Registry

TP1

If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

1. Stamp Duty



K878283



SEQ161

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

It is certified that this instrument falls within category in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

It is certified that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of

It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title number(s) out of which the Property is transferred *Leave blank if not yet registered.*

K765574

3. Other title number(s) against which matters contained in this transfer are to be registered, if any

4. Property transferred *Insert address, including postcode, or other description of the property transferred. Any physical exclusions, e.g. mines and minerals, should be defined. Any attached plan must be signed by the transferor.*
Plot 256 on the Estate at St Augustines Village, Chartham with postal address 25 Tower View, Canterbury, Kent CT4 7TQ

The Property is defined: *Place "X" in the appropriate box.*

on the attached plan and shown edged red *State reference e.g. "edged red".*

on the Transferor's title plan and shown *State reference e.g. "edged and numbered 1 in blue".*

5. Date

30th September 2004

6. Transferor *Give full name(s) and company's registered number, if any.*

Wilcon Homes Southern Limited (Company Number 617656) of 2 Princes Way Solihull West Midlands B91 3ES

7. Transferee for entry on the register *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

Patrick Bates

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended address(es) for service (including postcode) for entry on the register *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.*

25 Tower View, Canterbury, Kent CT4 7TQ

9. The Transferor transfers the Property to the Transferee

10. Consideration Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.

- The Company has received from the Transferee for the Property the sum of *In words and figures* Two Hundred And Fifteen Thousand pounds and no pence (£215,000)
- Insert other receipt as appropriate.*
- The transfer is not for money or anything which has a monetary value

11. The Transferor transfers with Place "X" in the appropriate box and add any modifications.

- Full title guarantee limited title guarantee

12. Declaration of trust *Where there is more than one Transferee, place "X" in the appropriate box*

- The Transferees are to hold the Property on trust for themselves as joint tenants
- The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares
- The Transferees are to hold the Property *Complete as necessary.*

13. Additional provisions

Use this panel for:

- *Definitions of terms not defined above*
- *Rights granted or reserved*
- *restrictive covenants*
- *other covenants*
- *agreements and declarations*
- *other agreed provisions.*

The prescribed subheadings may be added to, amended, repositioned or omitted.

- 13 1 In this transfer the following definitions apply unless the context requires otherwise:-
- 13 1 1 "the Amenity Lands" means the lands shown by square hatching on the plan (including the basement of the building containing the recently converted apartments known as Plots 277-280 other than such parts thereof as are included in the leases of such apartments) (subject to such variations as the Transferor shall consider reasonable)
- 13.1.2 "the Company" means Taylor Woodrow Developments Limited of 2 Princes Way Solihull West Midlands B91 3ES (company registration number 00643420)
- 13 1 3 "the Car Parking Areas" means all the garages car ports car parking spaces within the Village which are shown marked G CP or P on the plan
- 13 1 4 "Conducting Media" means sewers drains watercourses soakaways gutters pipes downpipes wires cables pumps television receiving apparatus and reception equipment aerials and meters and all such other apparatus works and apparatus as are ancillary thereto
- 13.1.5 "Deed of Covenant" means a Deed of Covenant in the form of the Deed of Covenant set out in Schedule 9 (mutatis mutandis)
- 13 1 6 "the dwellings" means all the flats apartments and houses within the Village
- 13 1 7 "the Estate" means all the land now or previously in the title out of which the Property is transferred
- 13 1 8 "the handover date" means the date of completion of the Transfer to the Management Company referred to in Clause 14.
- 13.1.9 "the Maintenance Charge" means the amounts referred to in Schedule 8
- 13.1.10 "the Maintenance Charge Covenants" means the covenants on the part of the Transferee set out in Schedule 4
- 13.1.11 "the Maintenance Expenses" means the amount of the costs and expenses incurred by the Transferor or the Management Company specified in Schedule 7
- 13 1 12 "the Management Company" means St Augustine's Village Residents Association Limited registered office Holland Court The Close Norwich NR1 4DX
- 13.1.13 "the Management Covenants" means the covenants set out in Schedule 5
- 13.1.14 "the parking space" means the garage(s) car port(s) and/or parking space(s) numbered 256 on the plan
- 13.1.15 "the perpetuity period" means the period of 50 years from 1 February 1998 which is the perpetuity period for this transfer
- 13.1.16 "the plan" means the attached plan or plans
- 13.1.17 "the Property" means the Property and each and every part of it
- 13.1.17 "the Public Bodies" means all local and statutory authorities and bodies (including the Highways Authority) and all suppliers of utility services
- 13 1 18 "the Services" means the services set out in Schedule 6
- 13 2 The Property is transferred together in common with others entitled thereto with the rights set out in Schedule 1 but except and reserved unto the Transferor and the Company and their respective successors in title for the benefit of the remainder of

the Estate and any other land adjoining or adjacent to the Estate which is now in the Transferor's or the Company's ownership or which may come into the Transferor's or the Company's ownership within the perpetuity period the rights set out in Schedule 2

- 13.3 With the object of affording to the Transferor and the Company a full and sufficient indemnity but not further or otherwise the Transferee covenants with the Transferor and the Company that he will at all times after today's date observe and perform such of the covenants (if any) referred to in the Charges Register of the title out of which the Property is transferred as affect the Property and will keep the Transferor and/or the Company fully indemnified in respect of any future breach
- 13.4 The Transferee covenants with the Transferor and the Company for the benefit of the remainder of the Estate and each and every part thereof to the intent so as to bind the Property into whosoever hands the same may come but not so as to render the Transferee personally liable in damages for any breach of covenant of a restrictive nature after he shall have parted with all interest in the Property that the Transferee will observe and perform the stipulations and restrictions set out in Schedule 3
- 13.5 It is declared by the parties that the Transferor and/or the Company shall be at liberty to modify waive release or give consents and approvals under all or any covenants restrictions or stipulations imposed by the Transferor or the Company relating to other parts of the Estate whether imposed or entered into before at the same time as or after the date of this transfer and that nothing herein contained shall be deemed to create a building scheme or prevent the Transferor or the Company from transferring selling leasing or holding any part of the remainder of the Estate free from any or all of the said covenants restrictions or stipulations and either subject or not to different covenants stipulations or restrictions
- 13.6 It is hereby declared that:-
- 13.6.1 Subject as otherwise herein provided all matters and things intended to be used and enjoyed in common by the owners and occupiers for the time being of the Property and any adjoining land in the Estate (including any Joint Footpaths joint drains and sewers joint house/garage walls and boundary walls and fences other than those walls or fences marked with a "T" on the plan) shall at all times be maintained and repaired at the joint and proportionate expense of the owners for the time being of the respective properties expressly entitled to use the same
- 13.6.2 Any eaves gutters downpipes television aerials satellite dishes flues and footings overhanging or built upon the Property in accordance with paragraph 6 of Schedule 2 are expressly excluded from this transfer
- 13.6.3 The Transferee and his successors in title shall not be entitled to any easement or right of light or air or otherwise (except as by this Transfer expressly granted) which would or might interfere with the use of any adjoining or neighbouring land for building or other purposes
- 13.6.4 The provisions of Section 6 of the Party Wall Etc. Act 1996 shall not need to be observed by the Transferor or the Company before it carries out any works after today's date in connection with the construction of any dwelling or ancillary building or the carrying out of any other works on any land adjoining or adjacent to the Property to the intent that the rights reserved in this Transfer to the Transferor and the Company shall override the said Act and such rights can be enjoyed without serving notices and going through the procedures in the said Act.
- 13.6.5 The Transferor and the Company shall not in any way be bound by the layout or general scheme of development on the Estate shown on any plan at any time prepared in regard thereto.
- 13.6.6 Any colours shown on the plan which are not referred to in this Transfer are of no relevance and should not be taken into account in the interpretation of this Transfer
- 13.6.7 The Transferor or the Management Company shall have the right from time to time to alter the layout of the Amenity Lands and to make reasonable regulations for the management maintenance and use of the Amenity Lands and the Car Parking Areas
- 13.7 In this transfer where the context so admits:-
- 13.7.1 Words importing the singular number only include the plural number and vice versa words importing the masculine gender only include the feminine gender and reference to "the Transferor" "the Company" "the Management Company" and "the Transferee" shall include their respective successors in title and in the case of the Transferor includes the person or body (such as the Management Company) for the time being entitled to the freehold of the Amenity Lands
- 13.7.2 Where there are two or more persons included in the expression "the Transferee" covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally
- 13.8 The Company hereby covenants with the Transferee that it:-
- 13.8.1 will make up and complete the roads and/or footpaths on the Estate serving the Property which are intended to be adopted as highways maintainable at the public expense including those shown cross hatched black on the plan and the drains and sewers on the Estate which are intended or required to be adopted to the satisfaction of the relevant highway or drainage authority and will maintain the said roads drains sewers and footpaths until the same are taken over by the relevant authority and will indemnify the Transferee against all costs charges and expenses in respect thereof
- 13.8.2 observe and perform the obligations contained in the Schedule of Personal Covenants in Entry No 2 of the Charges Register of Title Number K765574 and in Clause 5 of the Transfer dated 1 August 1996 as referred to in Note 4 to Entry 4 of the Charges Register of Title Number K765574
- 13.8.3 observe and perform the obligations contained in an Agreement dated 9 June 1995 and made between Canterbury City Council (1) the Secretary of State for Health (2) Southern Water Services (3) so far as the same relate to the Property and remain to be observed and performed and to indemnify and keep indemnified the Transferee from and against all actions claims costs and demands arising in respect of such non-observance or non-performance thereof so far as aforesaid
- 13.9 There are implied in this transfer the covenants that would be implied in a transfer of the Property by the Company to the Transferee made with full title guarantee
14. IT IS HEREBY agreed between the parties that:-
- 14.1 The Transferor is developing the Village by the erection thereon of a number of dwellings
- 14.2 In laying out the development of the Village the Transferor has provisionally set aside the Amenity Lands for the benefit of the owners and occupiers of all the dwellings

- 14.3 It is the Transferor's intention that all costs and expenses incurred or to be incurred in managing maintaining repairing renewing and upholding (a) the Amenity Lands shall be divided equally between the owners of all the dwellings and (b) the Car Parking Areas shall be divided between those dwellings within the Village which have the use thereof
- 14.4 After completion of the sale of the last of the dwellings the freehold of the Amenity Lands together with the freehold of the Car Parking Areas is to be transferred by the Transferor to the Management Company
- 14.5 The Transferor and the Transferee have agreed to enter into this Transfer on the express understanding that this Transfer is entered into pursuant to and on the footing of the scheme of development referred to in this clause
- 15.1 The Transferee covenants with the Transferor that the Transferee will observe and perform the Maintenance Charge Covenants and will observe such reasonable regulations as the Transferor or the Management Company may make from time to time under the provisions in that respect contained in this Transfer
- 15.2 The Transferor covenants with the Transferee until the handover date and the Management Company covenants with the Transferor and the Transferee thereafter to observe and perform the Management Covenants
- 15.3 The liability of the Transferor in respect of the Management Covenants shall cease upon the handover date
- 16.1 IT IS HEREBY AGREED AND DECLARED that no transfer of the Property or any part of it shall be registered at HM Land Registry unless and until (a) the transferee shall have entered into a Deed of Covenant at the Transferee's expense with the Transferor or (after the handover date) with the Management Company and (b) the Transferor or the Management Company (as the case may be) shall have given its consent to the registration of such transfer
- 16.2 The Transferor and the Management Company hereby agree that upon any transferee of the Property entering into a Deed of Covenant the Transferor or the Management Company (as the case may be) will consent to the registration of the transfer in favour of such transferee

SCHEDULE 1

(Rights with the benefit of which the Property is transferred)

1. A right of way at all times and for all usual and reasonable purposes over the estate roads and footpaths included in the Estate which are intended to be adopted as highways maintainable at the public expense
2. A right to the free and uninterrupted passage of water and soil gas and electricity telephone television signals and other services from and to the Property through all Conducting Media which now are or shall before the expiration of the perpetuity period be laid or placed in under or over any other part of the Estate
3. A right of access over the adjoining land comprised in the Estate at reasonable times in the daytime and on giving reasonable notice to the occupiers of such adjoining land for the purpose of constructing cleaning inspections redecorating maintaining or repairing (including the erection of scaffolding) any buildings and boundary fences which are now or which within the perpetuity period shall be erected on the Property or for the purpose of inspecting maintaining or repairing any Conducting Media causing as little damage as reasonably possible in the exercise of these rights and making good any damage caused
4. All such rights of support from other parts of the Estate as may be required to ensure the stability of any buildings which are now or at any time within the perpetuity period shall be erected on the Property
5. A right to retain any eaves gutters downpipes and flues belonging to any building on the Property so as to overhang any adjoining land comprised in the Estate and to retain the footings of any such building partially upon any adjoining land
6. A right to the free passage of air through any ventilators or flues in the walls of any buildings on the Property and rights of light and air to any windows in the walls of any buildings on the Property and the right to open the same
7. A right in common with all others entitled to the like right:-
- 7.1 to use for the purpose of quiet recreation only such parts of the Amenity Lands which are capable of being put to such use
- 7.2 to pass and repass without vehicles over such accessways and footpaths within the Amenity Lands as are reasonable necessary to obtain access to and egress from the Property
- 7.3 to park not more than one roadworthy private motor car on each space comprised within the parking space together with a right of way with a private motor car over the accessways for the time being forming part of the Amenity Lands for the purpose of access to or egress from the parking space
- 7.4 the right in common with all others entitled to the like right subject to availability and subject to all regulations from time to time made by the Transferor or the Management Company to authorise visitors (excluding any person living in the Property) to park for short periods of time only a private motor car on one only of the communal visitor's parking spaces within the Amenity Lands shown marked "visitor parking spaces" or "V" on the plan
- 7.5 the right in common with all others entitled to the like right to use such refuse stores from time to time provided within the Amenity Lands as the Transferor or the management Company shall nominate to dispose of rubbish

Subject in each case to all regulations from time to time made by the Transferor or the Management Company and subject also to the persons exercising any such rights paying the Maintenance Charge

Provided that none of the rights set out in this Schedule other than those contained in paragraph 2 shall apply to or be exercised over any electricity sub-station site or sites or gas governor site or sites or pumping station or balancing pond site or sites included in the Estate

Provided also that the rights contained in paragraph 2 of the Schedule shall be subject to the Transferee contributing as referred to in clause 13.6.1 a proportionate part of the costs of maintaining and repairing the matters referred to in therein

SCHEDULE 2

(Rights subject to which the Property is transferred)

There are excepted and reserved to the Transferor and the Company and their respective successors in title the owner or owners of all or any part of the Estate (other than the Property) and any other land adjoining or adjacent to the Estate which is now in the Transferor's or the Company's ownership or which may come into the Transferor's or the Company ownership within the perpetuity period and all other persons entitled thereto including but without prejudice to the generality of the foregoing the Management Company and all Public Bodies the following rights:-

1. A right to the free and uninterrupted passage of water and soil gas and electricity telephone television signals and other services from and to any part of the Estate through all such Conducting Media as now are or shall before the expiration of the perpetuity period be laid or placed in under or over any part of the Property and the right within the perpetuity period to place and retain on the Property any name plate light column or lighting installation which may be required by any of the Public Bodies
2. A right to enter upon the Property for the purpose of installing making laying connection to maintaining repairing reinstating and inspecting any Conducting Media and any roads footpaths access drives name plates light columns and/or lighting installations in on under or over the Property or the land adjoining the same or of planting in accordance with requirements of the Public Bodies causing as little damage as reasonably possible in the exercise of these rights and making good any damage caused
3. A right of access over the Property for the owners or occupiers for the time being of any land comprised in the Estate adjoining the Property at reasonable times in the daytime and on giving reasonable notice to the occupier of the Property for the purposes of constructing cleaning inspections redecorating maintaining or repairing (including the erection of scaffolding) any buildings or boundary fences which are now or may within the perpetuity period be erected on any adjoining land causing as little damage as reasonably possible in the exercise of these rights and making good any damage caused
4. A right within five years from the date hereof to enter onto the Property for any purpose (including the erection of and removal of scaffolding) in connection with the construction of any dwelling or ancillary building or the carrying out of any other work ancillary to such construction on any land adjoining or adjacent to the Property and the right to build on to any wall of any building which abuts upon the boundary of the Property in accordance with the layout shown on the plan causing as little damage as reasonably possible in the exercise of these rights and making good any damage caused
5. All such rights of support as may be required from the Property to ensure the stability of any buildings which are now or at any time within the perpetuity period may be erected on the adjoining parts of the Estate
6. A right to construct and retain any eaves gutters downpipes television aerials satellite dishes and flues belonging to any buildings on any adjoining land comprised in the Estate so as to overhang the Property and to construct and retain the footings of any such buildings partially upon the Property
7. A right to the free passage of air through any ventilators or flues which may now or at any time within the perpetuity period may be constructed in the walls of any buildings erected on any adjoining land comprised in the Estate and rights of light and air to any windows which may now or at any time within the perpetuity period may be constructed in the walls of any buildings erected on any adjoining land and the right to open the same
8. All easements rights and other matters which may be required by the Public Bodies as if the standard form in use by them at the date of this transfer was incorporated herein so far as relevant and mutatis mutandis

SCHEDULE 3

(Particulars of covenants on the part of the Transferee)

1. The Transferee shall apply to the Chief Land Registrar at HM Land Registry to enter a restriction on the register of the title to the Property to the effect that no disposition of the registered estate other than a charge by the proprietor of the registered estate or by the registered proprietor of any registered charge is to be registered without a certificate signed by the Transferor or the Management Company or their solicitors that the provisions of schedule 9 of the Transfer dated _____ have been complied with
2. No building other than one private dwellinghouse with or without a garage and other usual outbuildings shall at any time be erected on the Property and no part of the Property shall at any time be used for any purposes other than those relating to private residences or for purposes ancillary thereto
3. Not to do or allow to be done or not done (as the case may be) anything on the Property the parking space or the Amenity Lands which is or may grow to be a nuisance annoyance or inconvenience to the Transferor or the Company or their respective successors in title or the owner or occupier of any adjoining or neighbouring land or which may tend to depreciate or lessen the value of the Estate or any part thereof
4. No gate fence wall or other permanent means of enclosure (other than any which may have been constructed by the Company at the time of the construction of the dwellinghouse erected on the Property) shall be constructed nor shall any caravan boat commercial vehicle or trailer be parked between the any dwellinghouse on the Property and any road or path to which it has a frontage or return flank frontage
5. Not to maim injure or remove any tree or shrub planted by the Company in accordance with any condition contained in any planning consent relating to the Property and at his own expense to replace any such tree or shrub which may die in accordance with the terms of such condition

6. Not to paint or varnish the exterior of any building on the Property or the doors or windows thereof in any colour or colours other than the colours which shall have been used by the Company in painting such building at the time of its construction
7. Not without the prior written approval of the Transferor (such approval not to be unreasonable withheld or delayed) to erect or construct any buildings or structures on any part or parts of the Property and not to make any external alterations or additions to the building(s) or structure(s) now constructed or erected on any part or parts of the Property or to alter or remove any screen wall or fence thereon until plans sections elevations and specifications thereof have been submitted to and approved by the Company provided that on any such application for approval the Transferee shall pay to the Company a fee of £100 for considering such application whether or not the approval of the Company to such application shall be given
8. Not to affix or display on the Property or any part of the Property any placard poster sign or advertisement whatsoever including for a period of 12 months from today's date any for sale or letting notices
9. No building wall fence or structure shall be erected on or over the Property within three metres measured horizontally from the centre line of any drain or sewer which is now or which shall before the expiration of the perpetuity period be laid in on or under the Property or on the Estate which is adopted or intended or required to be adopted or is the subject of or is required or intended to be the subject of an Agreement under Section 104 of the Water Industry Act 1991 or any statutory provision amending re-enacting or having similar effect to the same without the written consent of the relevant drainage authority having jurisdiction in that respect from time to time nor that access to any such sewer or drain on foot and with any necessary vehicles plant or equipment shall be obstructed
10. Not to use the Property or any part thereof or permit the same to be used to provide access or services to any land other than land comprised in the Estate and/or any other land adjoining or adjacent to the Estate which is now in the Transferor's or the Company's ownership or which may come into the Transferor's or the Company's ownership within the perpetuity period
11. Not to obstruct in any way at any time any of the estate roads or footpaths on the Estate or any accessways forming part of the Amenity Lands (whether by the parking of any vehicle thereon or otherwise) nor to obstruct any ventilators or flues constructed in the walls of any buildings erected on the adjoining land comprised in the Estate
12. Not to allow any parking space of which the Transferee has the use to be used other than by-
 - 11.1 the occupiers for the time being of the Property
 - 11.2 persons visiting the occupiers for the time being of the Property
 - 11.3 the occupiers for the time being of the other dwellings or persons visiting them
12. Not to use the garden areas and grounds comprised within the Amenity Lands other than for the purpose of quiet recreation
13. Not to install or attach to the exterior of any buildings on the Property nor to install anywhere else within the Property outside such buildings any radio or television aerial satellite dish or other receiving apparatus or reception equipment
14. At all times to keep the exterior of the Property in good and substantial repair and condition and (without prejudice to the generality of the foregoing) at least once in every three years to decorate all external parts of the Property which are usually decorated in a good and workmanlike manner
15. To grant such further rights and easements to and/or enter into such covenants as shall be required by the Public Bodies in respect of any Conducting Media in under or over through the Property in such form as they may normally require and to join in as landowner in any Agreement for the provision of maintenance or adoption thereof as may be required
16. Not to sell transfer or dispose of the Property without contemporaneously procuring that the new owner or owners enter into a Deed of Covenant and not to apply for the registration of any transfer of the Property at HM Land Registry until a Deed of Covenant shall have been completed by the transferee and delivered to the Company as therein defined
17. Not to sell transfer or dispose of the Property without contemporaneously transferring all rights attaching to the Transferee's membership of the Management Company to the new owner or owners
18. Not to sell transfer or dispose of the Property except to a person who has at the date of such sale transfer or disposal applied to become a member of the Management Company with the intention that the owner or owners for the time being of the Property shall at all times be members of the Management Company
19. Not to sell transfer or dispose of the Property without contemporaneously procuring that the new owner or owners of the Property will (if so required by the Management Company) become a Company Director and/or a Company Secretary (as the case may be) of the Management Company
20. That so long as the Transferee retains any estate or interest in the Property he will not resign from or dispose of the rights attaching to his membership of the Management Company to any person other than a mortgagee of the Property

SCHEDULE 4

(The Maintenance Charge Covenants)

1. To pay the Maintenance Charge free of all deductions whatsoever by direct debit or otherwise as the Transferor or the Management Company shall prescribe in advance from and after the date hereof on demand by the Management Company to the Management Company unless directed otherwise by the Transferor
2. To observe and perform such reasonable regulations as the Transferor or the Management Company may make from time to time for the management maintenance and use of the Amenity Lands or the Car Parking Area
3. To become a member of the Management Company and (if so required by the Management Company) to become a Company Director and/or Company Secretary (as the case may be) of the Management Company
4. That so long as the Transferee retains any estate or interest in the Property he will not resign from or dispose of the rights attaching to his membership of the Management Company to any person other than a mortgagee of the Property

5. On any sale transfer or disposal of the Property to procure contemporaneously that the new owner or owners of the Property enters into a Deed of Covenant
6. On any sale transfer or disposal of the Property to resign contemporaneously from and transfer and dispose of all rights attaching to his membership of the Management Company to the new owner or owners
7. On any sale transfer or disposal of the Property to procure that the new owner or owners of the Property have at the date of such sale transfer or disposal applied to become a member of the Management Company with the intention that the owner or owners for the time being of the Property at all times shall be members of the Management Company
8. On any sale transfer or disposal of the Property to procure contemporaneously that the new owner or owners of the Property will (if so required by the Management Company) become a Company Director and/or a Company Secretary (as the case may be) of the Management Company

SCHEDULE 5

(The Management Covenants)

1. Subject to the payment of the Maintenance Charge to provide such of the Services as the Transferor or the Management Company shall from time to time deem appropriate in accordance with the principles of good estate management PROVIDED that notwithstanding anything contained in this Transfer neither the Transferor nor the Management Company shall be liable to the Transferee for nor shall the Transferee have any claim against the Transferor or the Management Company in respect of:-
 - 1.1 Any interruption in any of the Services by reason of inspection repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire explosion water Act of God or by reason of mechanical or other breakdown or frost or other inclement condition or shortage of materials or labour or by reason of any other cause beyond the Transferor's or the Management Company's control
 - 1.2 Any act omission or negligence of any servant or agent of the Transferor or the Management Company in or about the performance or purported performance of any of the Services
 - 1.3 Any act or default of any other owner or occupier on the Estate or defective work stoppage or breakage of any appliances apparatus or machinery in or connected with or used for the benefit of the Property or the Estate
2. To procure that every purchaser to whom the Transferor shall hereafter transfer or lease any of the dwellings shall enter into covenants substantially in the same form as the Maintenance Charge Covenants
3. So far as it is able at the written request of the Transferee to enforce the covenants similar to the Maintenance Charge Covenants entered into by the owners for the time being of the other dwellings subject to the Transferee at all times keeping the Transferor or the Management Company indemnified against all costs and expenses incurred in or arising out of any action taken by the Transferor or the Management Company as a result of such request and paying such sums on account of such costs and expenses as may be reasonably requested from time to time

SCHEDULE 6

(The Services)

1. To provide the following services for the benefit of all the dwellings within the Village:-
 - 1.1 To manage maintain uphold cleanse repair and renew the Amenity Lands and any facilities situate therein in accordance with a scheme determined by the Transferor or the Management Company
 - 1.2 To maintain properly repaired renewed replaced and cleansed:-
 - 1.2.1 Any caretaker's facilities refuse stores recycling bins visitor's parking spaces drives accessways footpaths and any other hard landscaping areas which form part of the Amenity Lands and which are not maintained at the public expense
 - 1.2.2 Any boundary walls fences or railings on the Amenity Lands belonging to the Village (whether on the boundaries or otherwise)
 - 1.2.3 Any pumps fountains or similar features included within the Amenity Lands including all mechanical and other apparatus
 - 1.2.4 Any gates pillars and posts within the Village including any such gates which shall be electrically operated
 - 1.2.5 Any equipment or apparatus which may be provided in any health or fitness suite or studio which may from time to time be provided within the Amenity Lands
 - 1.2.6 Any conducting Media serving the Amenity Lands and any facilities situate therein
 - 1.3 To make such regulations (if any) as it may in its absolute discretion consider necessary and desirable to enable the owners and occupiers of the dwellings to enjoy the Amenity Lands and the facilities situate therein
 - 1.4 To pay all charges (including the cost of replacement installations and the supply of electricity) incurred in connection with the provision of all such services as are herein referred to
 - 1.5 To insure the Amenity Lands and any facilities situate therein against such risks as the Transferor or the Management Company deems desirable
 - 1.6 To pay any general rates taxes water rates metered water charges and other outgoings payable in respect of the Amenity Lands and any facilities situate therein and to arrange for the collection and disposal of rubbish from any refuse stores which may from time to time be provided within the Amenity Lands except where the facilities provided do not require this to be done
 - 1.7 To employ and maintain such staff agents and advisers including Managing Agents and Chartered Accountants as may be required to attend to the running inspection care management and (where appropriate) the certification and registration of the

- Amenity Lands and any facilities situate therein and the fulfilment of the Transferor's or the Management Company's obligations and responsibilities under this transfer including the provision of statements of account to the Transferee and the owners of the other dwellings
- 1.8 (If and where the same is provided for the benefit of the Village as a whole) to provide and maintain television reception equipment
- 1.9 To provide such lighting to any drives accessways visitors parking areas paths gardens and grounds within the Amenity Lands and to provide such other facilities therein as the Transferor or the Management Company shall determine
- 1.10 Insofar as the same are not the liability of or are attributable to the Transferee or the owners or occupiers of any of the other dwellings on the Estate to abate any nuisance and to execute such works as may be necessary for complying with any notice served by a local authority in connection with the Amenity Lands or any part thereof and generally to comply with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and byelaws made thereunder relating to the Amenity Lands
- 1.11 To provide any other services which the Transferor or the Management Company (acting reasonably) wishes to provide for the owners of all the dwellings
- 1.12 To create such reserves by way of reasonable provision for anticipated expenditure as the Transferor or the Management Company may in their absolute discretion (acting reasonable) determine
2. To provide the following services in respect of the Car Parking Areas:-
- 2.1 To manage maintain repair and renew all garages car ports and car parking spaces included within the Car Parking Areas (and any facilities situate therein and any Conducting Media serving the same which are used or enjoyed in common
- 2.2 To make such regulations (if any) as the Transferor or the Management Company may in their absolute discretion consider necessary and desirable to enable all persons entitled to the use of the Car parking Areas to enjoy the same
- 2.3 To pay all charges (including the cost of replacement installations and the supply of electricity) incurred in connection with the provision of all such services as are herein referred to
- 2.4 To effect and maintain a policy or policies of insurance against loss or damage to the garages and car ports within the Car Parking Areas against such of the following risks for which cover can reasonably be obtained in the ordinary course of insurance business namely fire explosion lightning earthquake burst pipes escape of oil impact aircraft riot malicious damage storm flood subsidence and heave and such other risks as the Transferor or the Management Company shall think fit for the full reinstatement value and in such values including architects and surveyors fees as the Transferor or the Management Company shall think fit and to lay out or cause to be laid out any monies received by virtue of any such insurance in rebuilding or reinstating such garages and car ports
- 2.5 To provide any other services which the Transferor or the Management Company (acting reasonably) wishes to provide for the persons entitled to the use of the Car parking Areas
- 2.6 To create such reserves by way of reasonable provision for anticipated expenditure as the Transferor or the Management Company may in their absolute discretion (acting reasonably) determine
- 2.7 To employ and maintain such staff agents and advisors including Managing Agents and Chartered Accountants as may be required to attend to the care and management of the Car Parking Areas and any facilities situated therein and the fulfilment of the Transferor and Management Company's obligations and responsibilities under this Transfer including the provision of statements of account to the Lessee and other persons entitled to use the Car Parking Areas

SCHEDULE 7

(The Maintenance Expenses)

Part 1

1. All such sums as are expended by the Transferor or the Management Company in or incidental to:-
- 1.1 The management and administration of the Management Company
- 1.2 Managing insuring maintaining upholding cleansing repairing and renewing the Amenity Lands and any facilities situate therein
- 1.3 Carrying out its obligations and providing the services referred to in the Management Covenants save in respect of the services referred to in paragraph 3 of Schedule 5
- 1.4 Performing and observing all obligations entered into by it for the benefit of the owners of the dwellings
- 1.5 Creating such reserves by way of reasonable provision for anticipated expenditure as the Transferor or the Management Company may in its absolute discretion (acting reasonably) determine
- 1.6 Any other services which the Transferor or the Management Company (acting reasonably) wishes to provide for the owners of all of the dwellings
2. Such other expenses as the Management Company may incur in the exercise of any of the objectives set out in its Memorandum of Association
3. The costs of administration and management of the Services and all other services referred to in this part of this Schedule and the costs of calculating certifying and collecting all such sums as are herein referred to
4. Paying general rates taxes and other outgoings payable in respect of the Amenity Lands

Part 2

All such sums as are expended by the Transferor or the Management Company in carrying out their obligations set forth in paragraph

2 of Schedule 6 including the costs of administration and management of the services provided by the Transferor or the Management Company in carrying out their said obligations, the cost of calculating certifying and collecting such sums and also including the cost of creating such reserves by way of reasonable provision for anticipated expenditure by the Transferor or the Management Company may in their absolute discretion (acting reasonably) determine

SCHEDULE 8

(The Maintenance Charge)

1. The Maintenance Charge payable by the Transferee shall be:-
 - 1.1 an equal share per dwelling with all other owners of the dwellings of the Maintenance Expenses specified in Part 1 of Schedule 7
 - 1.2 in the case of any dwelling which has the right pursuant to Schedule 1 to use a garage within the Village one twenty eighth share of all costs and expenses referred to in part 2 of Schedule 7 as are incurred by the Transferor or the Management Company in carrying out their obligations set forth in paragraph 2 of Schedule 6 in respect of all the garages within the Village and in the cost of any dwelling which has the right pursuant to Schedule 1 to use a car port within the Village one twenty sixth share of all costs and expenses referred to in Part 2 of Schedule 7 as are incurred by the Transferor or the Management Company in carrying out their obligations set forth in paragraph 2 of Schedule 6 in respect of all the car ports within the Villageprovided that the Transferor or the Management Company shall have power reasonably to vary such proportions in consequence of any alteration or addition to the Village or any other relevant circumstances
2. The amount of the Maintenance Charge payable by the Transferee shall be such proportions as are referred to in paragraph 1 of this Schedule of the estimated amount of the total costs and expenses to be incurred in the next following period of not more than a year of the Maintenance Expenses due allowance being made for any surplus remaining from any previous payments and due addition being made for any previous deficit
3. Such estimate shall be certified by chartered accountants engaged or employed by the Transferor or the Management Company whose certificate shall be final and binding on both parties
4. The amount of the Maintenance Charge payable by the Transferee shall be paid on the day of demand failing which interest at the rate of 4% per month shall be payable from demand until payment
5. As soon as practicable after the end of each accounting year chartered accountants engaged or employed by the Transferor or the Management Company shall determine and certify the amount by which the estimate referred to in paragraph 2 of this Schedule shall have been exceeded or fallen short of the actual expenditure in the accounting year and the Transferee shall be entitled to a copy of this certificate at the expense of the Transferor or the Management Company
6. Any sums collected by way of a reserve fund or funds shall in respect of the Maintenance Expenses referred to in Part 1 of Schedule 7 be held by the Transferor or the Management Company until expended upon trust for the Transferee and the owners of all the other dwellings and in respect of the Maintenance Expenses referred to in Part 2 of Schedule 7 be held by the Transferor or the Management Company until expended upon trust for all persons entitled to the use of the Car Parking Areas

SCHEDULE 9

(Deed of Covenant)

THIS DEED OF COVENANT is made the _____ day of _____
BETWEEN (1) _____ of _____
("the Transferee") and (2) [Wilcon Homes Southern Limited] or [St Augustine's Village Residents Association Limited whose registered office is situate at _____]
("the Company")

WHEREAS

(1) By a Transfer dated _____ ("the Original Transfer") Taylor Woodrow Developments Limited transferred to Patrick Bates ("the Original Purchaser") the freehold land and dwelling known as Plot 256 on the Estate at St Augustines Village, Chartham with postal address 25 Tower View, Canterbury, Kent CT4 7TQ ("the Premises") and the Original Transfer contained a covenant on the part of the Original Purchaser for himself and his successors in title not to sell transfer or dispose of the Premises without contemporaneously procuring that the new owner or owners thereof enters into a Deed of Covenant in the form of these presents (mutatis mutandis)

(2) The freehold interest in the Premises is presently vested in the names of _____ and is registered at HM Land Registry under title number _____

(3) The Transferee has contracted with the said _____ for the purchase of the freehold interest in the Premises

(4) The consent of the Company is required before the transfer of the Premises in favour of the Transferee can be registered at HM Land Registry

OPERATIVE PROVISIONS

1. The Transferee hereby covenants with the Company as follows:-
 - 1.1 To observe and perform all the covenants and stipulations on the part of the Original Transferee contained in clauses 13.4 and 15.1 and Schedules 3 and 4 in the Original Transfer
 - 1.2 On any sale transfer or other disposal of the Premises to procure that the new owner or owners thereof enters into a Deed of

- Covenant in the form of the Deed of Covenant set out in Schedule 9 of the Original Transfer (*mutatis mutandis*)
- 1.3 On any sale transfer or other disposal of the Premises to resign contemporaneously from and transfer and dispose of all rights attaching to his membership of [the Company] [St Augustine's Village Residents Association Limited] to the new owner or owners
 - 1.4 On any sale transfer or other disposal of the Premises to procure that the new owner or owners of the Premises have at the date of such sale transfer or other disposal applied to become a member of [the Company][St Augustine's Village Residents Association Limited] with the intention that the owner or owners for the time being of the Premises at all time shall be members of [the Company] [St Augustine's Village Residents Association Limited]
 - 1.5 On any sale transfer or other disposal of the Premises to procure contemporaneously that the new owner or owners of the Premises will (if so required by [the Company] [St Augustine's Village Residents Association Limited]) become a Company Director and/or a Company Secretary (as the case may be) of [the Company] [St Augustine's Village Residents Association Limited]
 - 1.6 To pay to the Company or its solicitors their proper costs in respect of the preparation and completion of these presents and any Stamp Duty payable thereon
2. The parties acknowledge that:-
- 2.1 The Transferee has applied to become a member of [the Company] [St Augustine's Village Residents Association Limited] and
 - 2.2 [The Transferee has applied to become a Company Director and/or a Company Secretary of [the Company] [St Augustine's Village Residents Association Limited] or [The Company certifies that the Transferee is not required to apply to become a Company Director and/or a Company Secretary of [the Company] [St Augustine's Village Residents Association Limited]
- 3 The Company hereby consents to the registration of the transfer of the Premises in favour of the Transferee at HM Land Registry
4. The Transferee shall apply to the Chief Land Registrar at HM Land Registry to enter a restriction on the register of the title to the Property to the effect that no disposition of the registered estate other than a charge by the proprietor of the registered estate or by the registered proprietor of any registered charge is to be registered without a certificate signed by the Transferor or the Management Company or their solicitors that the provisions of schedule 9 of the Transfer dated _____ have been complied with
- 5 In this deed where the context so admits:-
- Words importing the singular number only include the plural number and vice versa words importing the masculine gender only include the feminine gender and reference to "the Company" and "the Transferee" shall include their respective successors in title
- Where there are two or more persons included in the expression "the Transferee" covenants expressed to be made by the Transferee shall be deemed to be made by such persons jointly and severally

14. Execution *The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

Signed as a deed by WILCON HOMES SOUTHERN LIMITED acting by its Attorney

Paul Matthew Woodhouse

in the presence of:

Signature of witness _____

Name (in BLOCK CAPITALS) _____

Address _____

Occupation _____

Sign here the name of WILCON HOMES SOUTHERN LIMITED and your own name:

Wilcon Homes Southern Limited

Thomas McCluskey

THOMAS MCCLUSKEY

Attorney

EVERSHEDS

**PASTON HOUSE
PRINCES STREET
NORWICH NR3 1BD**

Signed as a deed by TAYLOR
WOODROW DEVELOPMENTS
LIMITED acting by its Attorney

Paul Matthew Woodhouse

in the presence of:

Signature of witness

Name (in BLOCK CAPITALS)

Address

Occupation

Sign here the name of TAYLOR WOODROW
DEVELOPMENTS LIMITED and your own name:

Taylor Woodrow Developments Ltd
by Paul

THOMAS McCLUSKEY

Attorney

EVERSHEDS

PASTON HOUSE

PRINCES STREET

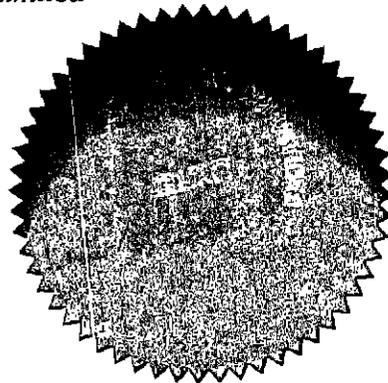
NORWICH NR3 1BD

The common seal of ST
AUGUSTINE'S VILLAGE
RESIDENTS ASSOCIATION
LIMITED was affixed in the presence
of:

Signature of director

Signature of secretary

Common seal of *St Augustine's Village Residents
Association Limited*



Signed as a deed by PATRICK BATES
in the presence of:

Sign here

X Patrick Bates X

Signature of witness

COMMON

Name (in BLOCK CAPITALS)

G. C. NORMAN

Address

16/17 HIGH STREET, CANTERBURY

Occupation

SECRETARY

WILCON HOMES

Wilcon Homes Eastern
 3 The Courtyard Campus Way
 Gillingham Business Park
 Gillingham Kent ME8 0NZ
 Telephone 01634 265600
 Fax 01634 378676
 DX6657 Gillingham 2

date 00 drawn 00

- Bin store removed next to tower
- Parking spaces for plots 246, 247, 251, 252 & 253 re-allocated
- Parking space for plots 253 & 252 revised to plot 250
- Garage next to plot 243 changed to a bin store
- Garage to plot 257 revised to plot 264
- Car port for plot 264 revised to plot 276 and revised to garage
- MSB 17-04-02
- MSB 15-03-01 Car park space for plot 212 changed to plot 214
- Rev H 21-02-01 HATCHING AMENDED TO ADMIN BLOCK PLOTS 277-280
- Rev G 15-01-01 plot boundary amended to include bay window and binstore to front of plots 232-242, 185-188 and 192 - 195.
- NW
- MSB 02-11-00 Parking allocation to plots 201, 211, 276, 263, 253 & 252 amended.
- Rev F 02-11-00 Management hatching to flats common areas removed. Binstore added in place of 252 & 253 garage.
- MSB
- Rev E 02-11-00 Hatching revised to cycleway, wayleave added to back of cycleway. Adoptable hatch removed from Village hall car parking
- Rev D 17-10-00 Carports added to basement of Admin Building NW
- Rev C 12-10-00 Visitors parking to 196-201 revised MSB
- Rev B Front garden revised for plot 223 MSB
- Drawing number revised to 30 MSB
- Rev A Front garden revised for plots 222, 243 & 244 MSB
- 08-05-00 Garage numbering revised to plots 273 - 271

CHARTHAM
 KENT

VILLAGE CORE CONVEYANCE PLAN

scale 1:1250

cad ref N:\cad\projects\chartam\phase2\design\layout

dwg.no 634 - 50 - K

CONVEYANCE KEY

- ROADS FOR ADOPTION
- JOINT ACCESS RIGHTS
- PUBLIC OPEN SPACE
- SEWER EASEMENT
- RETAINED BY WILCON HOMES
- AREA TO BE TRANSFERRED TO MANAGEMENT COMPANY
- AREA TO BE TRANSFERRED TO VILLAGE HALL TRUST
- SERVICES WAYLEAVE/ EASEMENT
- AREA TO BE TRANSFERRED TO MANAGEMENT COMPANY FOR USE OF PLOTS 277-280 ONLY

