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MR N SHERLOCK  
10 ERNEST ST  
BALGOWLAH HTS  
NSW 2093  
AUSTRALIA

951/01

Tax Reference 73624 60259

Date 06 APRIL 2014

Issued by  
SELF ASSESSMENT  
PO BOX 1000  
NEWCASTLE UPON TYNE  
NE98 1WY

Telephone 0845 900 0444

## It's time to complete your tax return

Tax year 6 April 2013 to 5 April 2014

We are sending you this letter as you must, by law, send us:

- your tax return, even if you don't owe any tax or have already paid all the tax you owe
- any documents or information we ask for on the tax return.

Your tax return must be correct. If it is not, you may have to pay a penalty.

If you don't think you need to complete a tax return for this year go to

[www.hmrc.gov.uk/yourtaxreturn](http://www.hmrc.gov.uk/yourtaxreturn) to check.

## Deadlines for sending your tax return

You must make sure we receive your tax return by:

- **31 October 2014** if you use **paper** (or three months after the date of this letter if that's later)
- **31 January 2015** if you file **online** (or three months after the date of this letter if that's later).

You will have to pay penalties if you don't file your tax return by these deadlines.

If you owe less than £3,000 tax for 2013-14 and you want us to collect it through your 2015-16 PAYE tax code you must file online by 30 December 2014.

## Sending us your tax return

### Filing online

- If you have not sent a tax return online before go to [www.hmrc.gov.uk/registeronline](http://www.hmrc.gov.uk/registeronline) to register. You'll need your Unique Taxpayer Reference (UTR) number. Once you have signed up, we will send you an Activation Code. This can take **seven working days** to arrive by post so **please sign up now**
- If you already send your tax returns online go to [www.hmrc.gov.uk/login](http://www.hmrc.gov.uk/login)
- If you want to file a **Partnership Tax Return, Trust and Estate Tax Return or Residence, Remittance etc. page** online, you will need to buy low-cost commercial software. For more information go to [www.hmrc.gov.uk/sa/software](http://www.hmrc.gov.uk/sa/software)

### How to get a paper tax return

If you want to use a paper tax return you will need to print a copy from our website, go to [www.hmrc.gov.uk/selfassessmentforms](http://www.hmrc.gov.uk/selfassessmentforms)

Please show this notice to your tax adviser, if you have one.

Phone our helpline for large print, audio and Braille formats.

## Penalties for filing late

- **One day late** - you will have to pay a £100 penalty even if you don't owe or have already paid any tax. If you miss the 31 October paper deadline you must file online by 31 January to avoid a penalty.
- **Three months late** - you will also have to pay daily penalties of £10 a day, up to £900.
- **Six months late** - a penalty of 5% of the total tax due for this year or £300, whichever is greater.
- **Twelve months late** - a further penalty of 5% of the total tax due for this year or £300, whichever is greater. Your total penalties will have built up to at least £1,600.

If you are in a partnership and the Partnership Tax Return is late, **each partner** has to pay penalties. This is on top of any penalties for filing your own tax return late.

## Benefits of filing online

- It is a secure 24-hour service.
- You can save what you have done and go back to it.
- You can correct any mistakes.
- It works out the tax for you.
- You know instantly that we have received your tax return.

## If you need more help

- Go to [www.hmrc.gov.uk/sa](http://www.hmrc.gov.uk/sa) or use the help ? icons as you go through your tax return online.
- Phone our Self Assessment Helpline on **0300 200 3310**. For our opening hours go to [www.hmrc.gov.uk/contactus](http://www.hmrc.gov.uk/contactus)

\$6950

75 x 12 x 150

775  
1060  
1300

1 July. →

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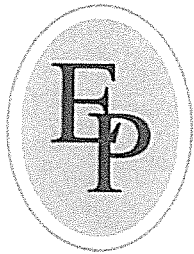
8 months

11-2-77

775

Jun-14 775 77.5 15.5 70





# Ewart Price

SOLICITORS

MICHAEL STEEL • MICHAEL BRISCOE  
MICHAEL BOTTOMLEY • MOUNIA LE GAUFÉY

1st Floor 16-18 Church Road  
Welwyn Garden City  
Herts AL8 6PS  
DX 30058 Welwyn Garden City

www.ewartprice.com

Tel: (01707) 332383

Fax: (01707) 372846 ☐

Fax: (01707) 326520 ☒

Date:

20 May 2013

Ms C A Sherlock  
Hatfield Superannuation Fund

Email only

Contact: Rachael Marshall  
e-mail: rm@ewartprice.com  
Direct Dial: 01707 387896

Our Ref: RM/SHERLOCK/HATFIELD/C014308.001 Your Ref:

Dear Carol

**Re: 6 Batterdale Old Hatfield Herts AL9 5EJ**

I am pleased to report that I have now received a contract and supporting documentation from the seller's solicitors.

I enclose copies of the following for your information:

1. Copy contract (for information and not to sign)
2. Register of title held at H.M. Land Registry
3. Official Land Registry plan
4. Landlord Land Registry Register and plan
5. Lease dated 27 August 1974
6. Deed of Variation dated 7 September 2007
7. Deed dated 6 November 1974
8. Tenancy Agreement and letter from letting agent
9. Property Information Form
10. Leasehold Information Form
11. Service charge information (to come)
12. Fittings and Contents form
13. Memorandum and Articles of Association
14. Share Certificate
15. Copy letter to seller's solicitors for your information

Please look through these documents carefully. You will see that the lease sets out the rights, restrictions and covenants affecting the property. You should particularly check that the documents contain reference to all rights which you need to use the property, including rights of way. If you expected to see rights to park but none are shown please let me know straight away. Also the covenants restrict your rights to how you may use the property.

The Lease plan should be checked to see that it accurately shows the boundaries of the property. The Land Registry plan shows the general (approximate) position only. If there appears to be any discrepancy between either of these plans and the actual position on site please let me know as soon as possible.

Leases always require the landlord's written consent to any structural alterations. Leases of flats usually prohibit any change of the external part of the flat and very often require written consent for all internal changes, even altering internal partition walls. Leases of houses will usually allow external changes, but again, only with written covenant consent. If any alterations have been made to the property it is essential to let me know. If you should make any in the future you must keep such consents safely.

You will see that the Lease is for a term of 999 years from 2007 at an initial rent of a peppercorn (0). The lease may show provisions for the ground rent to increase. In addition, maintenance charges are paid and a contribution is made toward buildings insurance. The Lease indicates that your responsibility is for 1/9 of the total cost of the building.

Documentation has or will be sent to you showing the current service charge. I recommend that you also read previous year's maintenance accounts carefully. You should consider whether you may need additional advice from an accountant on these. Annual budgets are only estimates and final figures are calculated at the end of each financial year. Future liability for service charges can vary considerably. You may wish to discuss this directly with the landlord/management company, although they are not limited to any estimates provided.

I would wish to draw your attention to the "Guidance on Conveyancing and Costs" sent to you previously as this contains important advice regarding the interpretation of some of these documents and the transaction generally.

Please check your names are correctly spelt in the draft contract and read through the other clauses as well.

If you have any queries regarding the Fittings and Contents form, please raise these initially with the agents or with the seller direct and advise me of any amendments. I will assume that the list accords with your understanding of what is to be included in the sale unless I hear from you to the contrary.

I believe that the Property Information Forms are self-explanatory but if you would like me to raise any further enquiries of the seller's solicitors please let me know.

As you are aware the sale is subject to the existing tenancy agreement and the letting agent is Country Properties. Please let me know if you will be keeping Country Properties as the letting agent on completion.

Yours sincerely  
Rachael Marshall



# CONTRACT

## Incorporating the Standard Conditions of Sale (Fifth Edition)

### For conveyancer's use only

Buyer's conveyancer .....  
Seller's conveyancer .....  
Law Society Formula [A/B/C/Personal exchange]

The information above does not form part of the Contract

Date :  
Seller : DARREN LEE JEGGO and EMMA JANE JEGGO both  
of 'Brookfield' 67 Warrengate Road North Mymms  
Hatfield Herts AL9 7TT  
Buyer : HATFIELD SUPERANNUATION FUND of 10 Ernest St  
Balgownie Heights NSW 2093 Australia  
ABN : 54512489530  
Property  
(freehold/leasehold) : 6 Batterdale Hatfield AL9 5JE  
Title Number/~~Root of Title~~ : HD473170  
Specified Incumbrances : All entries appearing on the Registers of the Title  
Number save and except those (if any) relating to  
charges to secure monies  
Title Guarantee (full/limited) : Full  
Completion Date :  
Contract Rate : 5% above the lending rate from time to time applicable  
of National Westminster Bank plc  
Purchase Price : £185,750.00  
Deposit : £18,575.00  
Contents Price (if separate) :  
Balance :

The Seller will sell and the Buyer will buy the Property for the Purchase Price

### WARNING

This is a formal document, designed to  
create legal rights and legal obligations.  
Take advice before using it.

### Signed

Seller/Buyer

## SPECIAL CONDITIONS

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1.
  - (a) This contract incorporates the Standard Conditions of Sale (Fifth Edition).
  - (b) The terms used in this contract have the same meaning when used in the Conditions.
2. Subject to the terms of this contract and to the Standard Conditions of Sale, the Seller is to transfer the property with either full title guarantee or limited title guarantee, as specified on the front page.
3.
  - (a) The sale includes those contents which are indicated on the attached list as included in the sale and the Buyer is to pay the contents price for them.
  - (b) The sale excludes those fixtures which are at the property and are indicated on the attached list as excluded from the sale.
4. The property is sold subject to the following leases or tenancies:  
  
Tenancy Agreement dated 15 December 2008 between Mr Darren Jeggo (1) and Miss Jasvinder Kaur (2)
5. The Property is sold subject to the Incumbrances on the Property and the Buyer shall raise no requisitions on them.
6. The property is sold subject to such of the following matters as relate thereto:  
  
(i) all matters capable of registration as local land charges  
  
(ii) all notices served and orders demands proposals or requirements enforceable by any local or public authority  
  
(iii) all actual or proposed orders directions notices charges restrictions conditions agreements or any other matters arising under the Town and Country Planning Acts 1947 to 1972 or any statutory re-enactment or modification thereof.
7. Standard Conditions 6.1.2 and 6.1.3 shall take effect as if the time specified in them were 1.00 p.m. rather than 2.00 p.m.
8. If completion is delayed for any reason except the fault of the Seller and if a Notice to Complete is served under Standard Condition 6.8 then the Buyer shall on completion (and in addition to any other sums due to the Seller) pay the sum of £100 plus VAT in respect of the Seller's conveyancers' costs for the preparation and service of the Notice to Complete and of matters incidental thereto arising from the Notice or from the delay in completion.
9. Following the decision in William Sindall plc v Cambridgeshire County Council it is hereby agreed and declared that replies to enquiries or information supplied in Property Information Forms are given to the best of the knowledge information and belief of the Seller but neither the Seller nor his conveyancers have made and nor will they make any further enquiries into any such matters and in particular but without prejudice to the generality of the foregoing no site inspection or specific enquiries of any statutory utilities or other public bodies or parties will be made and all such replies are therefore given on this basis and subject to this limitation.



10. It is hereby agreed and declared between the parties that the provisions of Section 49(2) of the Law of Property Act 1925 shall not apply and are excluded from this Agreement.
11. It is hereby agreed and declared between the parties hereto that for the purpose of Section 6(2)(A) of the Law of Property (Miscellaneous Provisions) Act 1994 all matters now recorded in Registers open to public inspection are to be considered within the actual knowledge of the Buyer and that this Condition shall not merge in the Transfer of the Property to the Buyer but shall continue in full force and effect notwithstanding completion.
12. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this contract and unless specifically incorporated herein no person other than the parties to this contract shall have any rights under it nor shall it be enforceable by any person other than the parties hereto.
13. In this contract the masculine includes the feminine and the singular the plural. In the event of two or more persons being collectively referred to as "the Seller" or "the Buyer" their obligations and liabilities shall be joint and several.
14. Neither party can rely on any representations made by the other, unless made in writing by the other or his conveyancer, but this does not exclude liability for fraud or recklessness.
15. In the event that the Property is Leasehold the Buyer will at his own sole expense effect and enter any Deed and/or Deeds of Covenant that may be required pursuant to the provisions of the registered Lease and further if required by such Lease also apply for registration with membership of any relevant Management Company and/or Residents Association.
16. The Transfer of the Property to the Buyer shall contain the following provisions:
  - (i) With the object and intent of affording to the Transferors a full and sufficient indemnity but not further or otherwise the Transferee covenants with the Transferors to observe and perform the covenants contained or referred to in the charges register of the aforesaid title insofar as they are still subsisting and capable of being enforced and relate to the property hereby transferred and to indemnify the Transferors their estates and effects from and against all proceedings costs claims and demands in respect thereof
  - (ii) The Transferors shall not be liable under any covenant implied by Section 4 of the Law of Property (Miscellaneous Provisions) Act 1994 for any breach of the terms of the registered Lease concerning the state and condition of the Property and the Registrar is requested to note such modification on the Register".

Notices may be sent to:

<b>Seller's conveyancer's name:</b>	Wason Lawrance Holder – Lantern House 39-41 High Street Potters Bar Herts EN6 5AJ (DX 57953 POTTERS BAR) (Ref: KP/Jeggo)
<b>Buyer's conveyancer's name:</b>	Ewart Price – 1 <sup>st</sup> Floor 16-18 Church Road Welwyn Garden City Herts AL8 6PS (DX 30058 WELWYN GARDEN CITY) (Ref: RM/SHERLOCK/HATFIELD/C014308.001)

Lawrance & Holder  
DX 57954 POTTERS BAR

20 May 2013

Contact: Rachael Marshall  
e-mail: rm@ewartprice.com  
Direct Dial: 01707 387896

RM/SHERLOCK/HATFIELD/C014308.001    Katy Poole/Jeggo

Dear Sirs

**Our Client: Ms C A Sherlock**  
**Your Client: Mr and Mrs Jeggo**  
**Property: 6 Batterdale Old Hatfield Hertfordshire AL9 5EJ**

We thank you for the documentation supplied.

Please also provide the following: -

1. If your clients have a mortgage please confirm that you are acting for and authorised by the lender to receive monies to discharge that mortgage and you will have sufficient funds to discharge this in full.
2. Please confirm that you hold the original Lease and will send it to our office on completion.
3. The Lease refers to the property benefiting from an exclusive right to one car parking space in the basement. Please confirm that location of the car parking space and whether the spaces are marked. Please let us know of the existence of any entry codes, parking permits etc.
4. We thank you for providing us with a copy of the existing share certificate. Please confirm that you hold the original and will send it to our office on completion with a signed stock transfer form.
5. Please confirm that you will pay the service charge to the end of the year before or on completion and provide us with apportionments.
6. Please ask your client to confirm the Council Tax band and amount payable this year.
7. Please provide us with a copy of the most recent central heating service report.

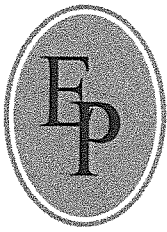
8. The property is tenanted, please provide us with a Gas safety certificate and Electrical test certificate.
9. We note that the current letting agent is Country Properties. Please provide written confirmation that the tenant is up to date with payment of rent and that there are no rent arrears. Please confirm the monthly rent figure and tenant deposit held. Please provide us with a Contents list. We will take our clients instructions as to whether they will be continuing with the current letting agent.

Subject to contract and all outstanding matters, we return one part of the contract approved as amended.

Yours faithfully

**EWART PRICE**





# Ewart Price

## SOLICITORS

MICHAEL STEEL . MICHAEL BRISCOE  
MICHAEL BOTTOMLEY . MOUNIA LE GAUFEY

1st Floor 16-18 Church Road  
Welwyn Garden City  
Herts AL8 6PS  
DX 30058 Welwyn Garden City

[www.ewartprice.com](http://www.ewartprice.com)

Tel: (01707) 332383

Fax: (01707) 372846 ☐

Fax: (01707) 326520 ☐

Date:

Ms C A Sherlock  
10 Ernest Street  
Balgowlah Heights  
NSW 2093

04 July 2013

Contact: Rachael Marshall  
e-mail: [rm@ewartprice.com](mailto:rm@ewartprice.com)  
Direct Dial: 01707 387896

RM/SHERLOCK/HATFIELD/C014308.001

Dear Carol

**Re: 6 Batterdale Old Hatfield Herts AL9 5EJ**

I am very pleased to confirm that your purchase was completed today, 1 July 2013 .

I would like to take this opportunity of thanking you for your instructions in this matter. If I can be of any assistance to you in the future, please do not hesitate to contact me.

Yours sincerely

Rachael Marshall



# COMPLETION STATEMENT

**CLIENT:** Ms C A Sherlock

**PURCHASE OF:** 6 Batterdale Old Hatfield Herts AL9 5EJ

**COMPLETION DATE:** 1 July 2013

**DATE OF STATEMENT:** 24/06/2013

**OUR REF:**  
RM/SHERLOCK/HATFIELD/  
C014308.001

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	£	£
Purchase Price		185,750.00
Add: Service Charge Apportionment		501.37
Less: Rent Apportionment		25.48
		<hr/> 186,225.89

Add:

Ewart Price fees	675.00
VAT thereon	135.00
Stamp Duty Land Tax Return	60.00
Local Authority Search	140.00
Water & Drainage Search	35.00
Environmental, Plan and Chancel Repair Searches	95.00
Land Registry Searches	8.00
Land Registry fees	190.00
Stamp Duty	1860.00
Money Transfer fee	60.00
Landlords' Registration fees	120.00
	<hr/> 3,378.00

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189,603.89

DEDUCT

Received from you	300.00
Deposit paid on exchange	18,575.00
	<hr/> 18,875.00

**ESTIMATED BALANCE REQUIRED TO COMPLETE**

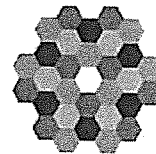
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**£170,728.89**

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EWART PRICE  
DX30058  
WELWYN GARDEN CITY

DX

Date  
22 July 2013

Your ref  
RM/SHERLOCK/HATFIELD/C014

Our ref  
RCS/HD473170

## Completion of registration

Title number	HD473170
Property	6 Batterdale, Hatfield (AL9 5JE)
Registered proprietor	Nicholas Adrian Sherlock and Carol Ann Sherlock

Your application lodged on 22 July 2013 has been completed. An official copy of the register is enclosed. No amendment to the title plan has been made.

There are no other documents to send to you.

You do not need to reply unless you think a mistake has been made. If there is a problem or you require this correspondence in an alternative format, please let us know.

The Title information document is enclosed for you to keep or issue to your client as appropriate.

### Important information about the address for service

If we need to write to an owner, chargee or other party who has an interest noted on the register, we will write to them at the address shown on the register. We will also use this address if we need to issue any formal notice to an owner or other party as a result of an application being made. Notices are often sent as a measure to safeguard against fraud. It is important that this address is correct and up to date. If it is not you may not receive our letter or notice and could suffer a loss as a result.

You can have up to three addresses for service noted on the register. At least one of these must be a postal address, whether or not in the United Kingdom; the other two may be a DX address, a UK or overseas postal address or an email address.

Please let us know at once of any changes to an address for service.

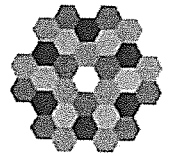
Land Registry  
Leicester Office  
Westbridge Place  
Leicester LE3 5DR

DX 11900 Leicester 5

Tel 0300 006 0003  
Fax 0300 006 0023  
leicester.office  
@landregistry.gsi.gov.uk

www.landregistry.gov.uk

Public Guide 2 – *Keeping your address for service up to date* explains how to do this. You can view or download copies of this guide from our website at [www.landregistry.gov.uk](http://www.landregistry.gov.uk) in English and Welsh or obtain a copy of it free of charge from any Customer Support – telephone 0844 892 1111 (0844 892 1122 for a Welsh-speaking service) from Monday to Friday between 8am and 6pm.



## Title information document

This document has been issued following a change to the register. It has been supplied for information only. It should not be sent to Land Registry in connection with any subsequent application.

Attached is an official copy of the register showing the entries subsisting following the recent completion of the application to change the register.

Please note: The attached official copy shows the state of the individual register of title as at the date and time stated on it.

If in future you wish to apply for an official copy of the register or the title plan, please apply using form OC1 (available from our website, any Land Registry local office and law stationers). A fee is payable for each copy issued.

If you have any queries, or you require this correspondence in an alternative format, please contact us at the address shown, quoting the title number shown on the top of the official copy.

### Important information about the address for service

If we need to write to an owner, chargee or other party who has an interest noted on the register, we will write to them at the address shown on the register. We will also use this address if we need to issue any formal notice to an owner or other party as a result of an application being made. Notices are often sent as a measure to safeguard against fraud. It is important that this address is correct and up to date. If it is not you may not receive our letter or notice and could suffer a loss as a result.

You can have up to three addresses for service noted on the register. At least one of these must be a postal address, whether or not in the United Kingdom; the other two may be a DX address, a UK or overseas postal address or an email address.

Please let us know at once of any changes to an address for

Land Registry  
Leicester Office  
Westbridge Place  
Leicester LE3 5DR

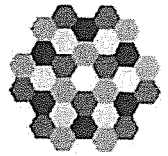
DX 11900 Leicester 5

Tel 0300 006 0003  
Fax 0300 006 0023  
leicester.office  
@landregistry.gsi.gov.uk

[www.landregistry.gov.uk](http://www.landregistry.gov.uk)

service.\*

Public Guide 2 – *Keeping your address for service up to date* explains how to do this. You can view or download copies of this guide from our website at [www.landregistry.gov.uk](http://www.landregistry.gov.uk) in English and Welsh or obtain a copy of it free of charge from any Customer Support – telephone 0844 892 1111 (0844 892 1122 for a Welsh-speaking service) from Monday to Friday between 8am and 6pm.



# Official copy of register of title

Title number HD473170

Edition date 22.07.2013

- This official copy shows the entries in the register of title on 22 July 2013 at 10:57:16.
- 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 22 July 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](http://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 Leicester Office.

## A: Property register

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

HERTFORDSHIRE : WELWYN HATFIELD

- 1 (13.09.2007) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being 6 Batterdale, Hatfield (AL9 5JE).

NOTE: Only the first floor flat is included in the title.

- 2 (13.09.2007) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 7 September 2007  
Term : 999 years from 29 September 2006  
Parties : (1) Batterdale Management Company Limited  
(2) William Henry Cushen

NOTE: The lease dated 27 August 1974 referred to in the above deed was formerly registered under title HD85154.

- 3 (13.09.2007) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 (13.09.2007) The title includes any legal easements granted by the registered lease but is subject to any rights that are granted or reserved by the said lease and affect the registered land.
- 5 (13.09.2007) The landlord's title is registered.

## 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 (22.07.2013) PROPRIETOR: NICHOLAS ADRIAN SHERLOCK and CAROL ANN SHERLOCK of 10, Ernest Street, Balgowlah Heights, NSW 2093, Australia.
- 2 (22.07.2013) The price stated to have been paid on 1 July 2013 was £185,750.
- 3 (22.07.2013) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (22.07.2013) The covenant implied under section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor is modified.

## C: Charges register

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

- 1 (13.09.2007) A Conveyance of the freehold estate in the land in this title and other land dated 21 July 1972 made between (1) Commission For The New Towns (Commission) and (2) Rialto Builders Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

### Schedule of restrictive covenants

- 1 (13.09.2007) The following are details of the covenants contained in the Conveyance dated 21 July 1972 referred to in the Charges Register:-

WITH the object and intent of benefitting the Area and so as to bind the property hatched black on the said plan (hereinafter called "the Flats Site") and each and every part thereof so far as possible into whosoever hands the same may come the Purchaser hereby covenants with the Commission to observe and perform the restrictions and stipulations set out in the Third Schedule hereto.

THERE shall be excepted and reserved unto the Commission the power to waive vary or release any of the stipulations or restrictions set out in the ..... Third Schedule hereto in respect of the property hereby conveyed or any other land within the Area and to dispose of any property within the Area free from any or all of the stipulations and restrictions contained in the ..... Third Schedule hereto and either subject or not to any different stipulations or restrictions

THE THIRD SCHEDULE hereinbefore referred to.

(In this Schedule the work 'Property' shall mean the Flats

Site and the Block of Flats to be erected thereon)

1. NOT to allow the Property (including the garden and all boundary walls and fences) to fall into a state of neglect or disrepair not to allow the

## Schedule of restrictive covenants continued

decorative and structural or other condition of the Property to become such as shall depreciate the value or amenity of adjoining and neighbouring property.

2. NOT to cut down lop or top any trees or hedges now or hereafter growing on the Property other than such as may become dangerous.
3. NOT to excavate or dig any sand gravel earth or minerals of any description out of the Property.
4. NOT by any act neglect or default to prejudice or interfere with any common service construction or amenity benefitting in common the Property and any other property within the Area and to pay and contribute to any party undertaking repair or maintenance of any such service construction or amenity a fair proportion of the expense thereof including the expense of maintaining repairing or renewing any party wall fence hedge gutter downspout gulley private sewer manhole drain water pipe gas pipe cable wire or entrance way used in common as aforesaid.
5. NOT by any act neglect or default to cause the Property any nuisance damage annoyance or inconvenience to the Commission or its lessees or the occupiers of any adjoining or neighbouring property or which shall be detrimental to the neighbourhood.
6. NOT to use any forecourt entrance drive or pathways or any part of the garden land of the Property for the keeping or storage either temporarily or otherwise of any trade vehicle or caravan moveable dwelling or boat or for the keeping or storage of any property or object whatsoever.
7. NOT to keep or permit or suffer to be kept on the Property or any part thereof any hens rabbits goat pig or pigeons.
8. NOT to use the Property for any purpose other than residence in single family occupation.
9. NOT to use the Property or any part thereof or suffer the same to be used for the purpose of advertising or to display or permit to be displayed thereon any advertisement or name-plate.
10. NOT to erect on the Property any television aerial or mast without the previous approval in writing of the Commission to the position and design thereof.
11. NOT in such manner or to such extent as may be detrimental to the value or amenity of neighbouring or adjacent property or detrimental to the harmony of design appearance or layout of the Property and any buildings or property adjacent thereto to alter the external appearance of the property or construct any additional building or other erection thereon.
12. NOT to erect on the Property any building garden fence or wall of any kind or other erection in advance of the building line."

NOTE: The property hatched black referred to comprises the land in this title and other land.

End of register

