

THIS CONVEYANCE dated

is made between

(1) The Company, SALVESEN HOMES LIMITED whose registered office is at 50 East Fettes Avenue Edinburgh

(2) The Purchaser,

1. In this Conveyance:- (a) the following definitions shall apply:-

"Management Company"	Roman Park Management Limited whose registered office is at 8 Notre Dame Mews, Northampton, the objects of which are (inter alia) the Management and administration of the Amenity Lands
"Price"	
"Property"	the land shown edged red and numbered 10 on Plan A and any Buildings on the land
"Estate"	The Company's registered development known as Roman Park Estate Bancroft Milton Keynes in the County of Buckingham
"Plan A"	the plan annexed showing the position of the Property
"Plan B"	the plan annexed showing the provisional position of the amenity lands
"Amenity Lands"	Those parts of the Estate intended to be transferred to the Management Company for the communal use and benefit of the plot owners on the Estate (including the

Property) and provisionally shown cross-hatched black on Plan B

"Estate Roads"

All roads verges and footpaths now or later constructed within the Estate which are intended to become public highways

"Estate Sewers"

All main foul and surface water sewers now or later constructed within the Estate or the Property which are intended to become public sewers

"Service Installations"

All drains channels sewers (excluding Estate Sewers) pipes wires cables watercourses gutters soakaways and other similar installations (and any ancillary structures) now or later constructed within the Estate or the Property

"Common Accesses"

All common areas serving the Property and the Estate and shown coloured yellow on Plan A

"Buildings"

Any buildings or other structures and any Service Installations

(a) All covenants shall be treated (where more than one person gives or becomes bound by them) as joint and several

(b) Reference to doing any act shall include a reference to permitting or allowing such act

(c) The original purchasers named above declare that they are in equity beneficial joint tenants/ tenants in common in equal shares

(d) The perpetuity period applicable to this deed shall be eighty years from the date hereof

2. In consideration of the Price (the receipt of which is acknowledged) the Company as beneficial owner conveys to the Purchaser its freehold estate in the Property with the benefit of the rights in the First Schedule but subject to the rights in the Second Schedule and such matters as are referred to in the Seventh Schedule

3. The Purchaser covenants with the Company and the Management Company in the terms set out in the Third Schedule

4. The Purchaser covenants with the Company and the Management Company and separately with present or future owners of any part of the Estate (and of any adjoining or neighbouring land now or later comprised in the Company's overall scheme of development) to the effect set out in the Fourth Schedule such covenants to bind the Property (but not the Purchaser personally after ceasing to own the Property) and to benefit each and every part of the Estate and such adjoining or neighbouring land described above

5. The Management Company covenants with the Purchaser to the effect set out in the Fifth Schedule

6. The Company and the Purchaser agree and declare as set out in the Sixth Schedule

7. The Purchaser covenants with the Company to indemnify the Company against all liabilities resulting from non-performance by the Purchaser of any covenants relating to the Property referred to in the Seventh Schedule

8. The Company covenants with the Purchaser:-
- (a) to construct the Estate Roads abutting the Property and the Estate Sewers serving the Property;
 - (b) to maintain the same pending adoption; and
 - (c) to indemnify the Purchaser against all liabilities in respect of the same pending adoption
9. The Company hereby acknowledges the right of the Purchaser to production of the Conveyance mentioned in the Seventh Schedule hereto and to delivery of copies thereof and hereby undertakes with the Purchaser for the safe custody thereof

FIRST SCHEDULE

(Rights Granted)

The right for the Purchaser and all persons authorised by the Purchaser (in common with all other persons having a similar right):-

- (a) of passage with or without vehicles (but on foot only on footpaths) along the Estate Roads until adopted as public highways;
- (b) of passage of water and sewage through the Estate sewers until adopted as public sewers;
- (c) of passage of other services through such Service Installations as serve the Property;
- (d) of retaining in place any parts of the Property now or later constructed by the Company which protrude into the Estate
- (e) of support and protection of the Property from the Estate
- (f) of entry upon the Estate (other than the site of any electricity sub-station or similar installation) at all reasonable times (and at any time in an emergency) for the purposes of

inspecting maintaining repairing and renewing the Property and the Service Installations; and

(g) of way for all reasonable purposes over those parts of the Common Accesses within the Estate

SECOND SCHEDULE

(Rights Reserved)

1. The Right for the Company all persons authorised by the Company and owners of any parts of the Estate (in common with the Purchaser):-

(a) of passage of water and sewage through the Estate Sewers until adopted as public sewers

(b) of passage of other services through the Service Installations;

(c) of retaining in place any Buildings on the Estate now or later constructed by the Company which protrude into the Property;

(d) of support and protection of the Estate by the Property;

(e) of entry upon the Property at all reasonable times (and at any time in an emergency) for the purpose of inspecting maintaining repairing and renewing Buildings comprised in the Estate and Service Installations and the Estate Sewers; and

(f) of way (for the benefit of the adjoining or neighbouring parts of the Estate intended to be benefitted) for all reasonable purposes over those parts of the Common Accesses within the Property

2. The right for the Company and all persons authorised by the Company:-

(a) of entry upon the Property at all reasonable times (and any time in an emergency) to lay construct inspect maintain repair and renew any Estate Sewers and Service Installations within the Property;

(b) to construct any Buildings on the Estate to the boundaries of the Property;

(c) to key into any Buildings comprised in the Property;

(d) to enter upon the Property for the exercise of the above rights;

(e) of entry upon the Property for the purpose of planting trees or shrubs or carrying out landscaping operations or of fulfilling the requirements of the Local Planning or other competent Authority or of executing other works required by the Planning Authority under planning conditions or otherwise

THIRD SCHEDULE

(Covenants by Purchaser)

1. The Purchaser shall from time to time on demand pay to the Management Company or as it shall direct such sum of money as is certified by the Secretary of the Management Company as being the equal contribution payable by the Purchaser in respect of the costs and expenses incurred or to be incurred (estimated or otherwise) of and incidental to:-

(a) the management and administration of the Management Company (excluding any Director's fees);

- (b) managing insuring cleansing repairing and renewing:-
- (i) the Amenity Lands
 - (ii) any Buildings and facilities on the Amenity Lands
 - (iii) the access ways and Service Installations serving the
Amenity Lands

2. The Purchaser shall pending the assurance to the Management Company of the Amenity Lands pay to the Company such sums specified in Clause 1 above

3. The Purchaser shall upon any disposal of the Property procure any new owner of the Property to enter into a direct covenant with the Management Company and the Company (if appropriate) in terms similar to the covenants by the Purchaser in this Schedule (including this covenant)

FOURTH SCHEDULE

(Covenants by the Purchaser)

1. Not to use any part of the Property for any purpose other than as or incidental to a private dwelling
2. Not without the prior consent in writing of the Company to alter the external parts of any building or erection which now or later may form part of the Property nor without such consent to erect any additional building structure or erection or lay any sewers or drains on or under the Property and in the event of such consent being granted not to carry out such work except in accordance with plans elevations sections specifications and detailed drawings previously approved in writing by the Company
3. To maintain repair and renew any garden wall or fence marked 'T' within the boundary of the Property on the Plan A

4. Not to erect or plant any gate fence wall or hedge or other erection in front of the line of the existing building or between the existing building and any roadway upon which the Property abuts
5. Not to erect or display on the Property any advertisement or hoarding other than a neat notice board advertising the Property for sale or to let
6. Not to do on the Property anything which shall be or may grow to be a nuisance or annoyance to the Company the public or the neighbourhood
7. Not to keep any livestock poultry or pigeons on the Property
8. Not to park any heavy goods vehicle caravan boat trailer or other similar type of vehicle on the Property or on any part of the Estate including the Estate Roads
9. Not to remove or destroy any tree or shrub planted on the Property as part of any landscaping scheme and to replace any tree or shrub on the property which in the opinion of the Company needs to be replaced
10. Not to obstruct any part of the Common Accesses
11. To maintain that part of any grassed highway verge as is co-extensive with the Property in a neat and tidy condition
12. Not to obscure any sight lines imposed by the Local or other competent Authority

FIFTH SCHEDULE

(Covenants by the Management Company)

1. The Management Company shall maintain the Amenity Lands and the Buildings thereon in good repair and condition

2. The Management Company will (so far as practicable) within 28 days of the delivery to it of a certified copy of an assurance or deed containing covenants by a new owner in the terms of the Third Schedule enter into a covenant with that new owner in terms similar to those in this Schedule (including this covenant)

SIXTH SCHEDULE

(Agreement and Declaration)

1. The rights specified in the First and Second Schedules are subject to the persons exercising the same:

(a) as to the rights of entry:-

(i) giving reasonable notice

(ii) causing as little damage as possible; and

(iii) making good all damage caused to the reasonable satisfaction of any person affected

(b) as to the rights to use the Service Installations and Common Accesses paying a fair proportion of any expense necessarily incurred in inspecting maintaining repairing and renewing the relevant Service Installations Common Accesses and their boundary structures

2. The Purchaser shall not by implication prescription or otherwise be or become entitled to any right of light or air or other easement which would restrict or interfere with the free use of the Estate or any adjoining or neighbouring land of the Company for building or any other purposes

3. The Company may modify or release any restriction at any time imposed on any part of the Estate or any adjoining or

neighbouring land of the Company and the Company shall not be bound by any plotting or development scheme relating to the Estate or adjoining or neighbouring land and may at any time modify or abandon such scheme

4. The Purchaser shall be relieved from his obligations under the Third Schedule when a new owner shall have entered into similar covenants with the Management Company (and if appropriate the Company) but without prejudice to any antecedent breach or liability of the Purchaser to the Management Company or the Company

5. The following are party walls or fences and repairable and maintainable as such:-

(a) any garden wall or fence (other than one marked 'T' on Plan A) separating the Property from any part of the Estate on which a dwelling stands;

(b) (in the case of semi-detached or terraced houses) any walls which divide the dwelling on the Property from an adjoining dwelling;

(c) any retaining wall not forming part of a dwelling or ancillary structure (other than one marked 'T' on Plan A) separating the Property from any part of the Estate on which a dwelling stands

6. The pergola shown close hatched in black on Plan A extending over part of Plots No. 8 and 9 up to the roadway is to be a part structure repairable and maintainable as such jointly between Plots No. 7, 8, 9, 10 and 11

SEVENTH SCHEDULE

The Property is conveyed subject to but with the benefit of as the case may be the rights granted and excepted and reserved, the declaration and covenants contained mentioned or referred to in a Conveyance made the 25th day of March 1986 between Milton Keynes Development Corporation of the one part and the Company of the other part