

Stratton Fields Management Co Ltd

Restrictive Covenants - Fourth Schedule Part 1 of original Deed

PLAIN ENGLISH VERSION OF THE COVENANTS PREPARED BY LINNELLS SOLICITORS

Dealing with each covenant therefore accordingly: -

1. You may not alter or add to your property (including erecting a satellite t.v. dish) so that the external appearance is changed without Planning Permission and Building Regulation Approval if that is required, and also the consent of Stratton Fields Management Company Ltd ("the Company"). This means that any alteration to the external appearance of the property from the day when it was first sold by Hodge (Eastern) Ltd requires the consent of the Company. This is an absolute covenant, which means that the obligation to obtain consent is required in all cases, irrespective of how much they alter the external appearance of each property.
2. You may only use your property as a private residence in the occupation of one family or people living together as one family unit.
3. You may not erect aerials of any type other than t.v. aerials on your property. This is to prevent aerials for citizens band and private radio stations being erected on your property.
4. You may not do anything on the property which causes a nuisance or annoyance either to Hodge (Eastern) Ltd or the Company or your neighbours.
5. You may not put on your property temporary buildings other than green houses and garden sheds and in the case of green houses and garden sheds the Company must give their consent if your proposals are reasonable.
6. You may not leave on your property caravans, trailers or boats and you may not leave caravans, trailers and boats on any of the Estate roads. This is also an absolute covenant, so that it is a matter of fact if you do leave for example a caravan on your property whether on a temporary or permanent basis and in either case this will be a breach of covenant.
7. You may not park commercial vehicles which are vehicles not used in the ordinary course of private motoring, on any part of the roads on the Estate save for delivering and removals.
8. Your guests and visitors may not obstruct the roads on the Estate.
9. If there is any path on your property which is used for the benefit of you and others you may not obstruct it.
10. You are responsible to maintain paths used by yourself and others in a good state and condition so that they may be used safely by others.
11. You and your neighbours are responsible for the maintenance of the paths that you use as private paths and which are not maintained either at the public expense or by the Company. You must maintain fencing of a chain link or close board type not lower than 3 feet high, nor greater than 6 feet high along the boundaries of your property which have a "T" mark on the original Transfer Plan. Each property on

the Estate has a responsibility for one or more boundary, and you should check the original Transfer Deed Plan to see which is your responsibility.

12. You may not cut down, prune or partially maim any trees growing on your property unless they are diseased, in which case they should be removed (subject to Planning Permission if required) and replanted.
13. You may not erect anything on the garden area of your property which is coloured green on your Transfer Deed Plan and you must maintain the green land as lawn, or curiously as hardstanding.
14. You must maintain your garden in a neat and tidy condition.
15. You may not decorate the exterior of your property in any colour other than the original colour when the property was first sold without the consent of the Company and Hodge (Eastern) Ltd. It should be noted that both the Company and Hodge must give their consent and if you undertake any change of colour scheme without the consent of both Hodge and the Company you will be in breach of covenant which may cause difficulties for you in the future.
16. You must keep the exterior of your property in good decorative order.
17. You may not advertise from your property.
18. You may not sell your property unless you also transfer your Share in the Company to your purchaser.

It is also important to understand that if you breach a covenant, you may find yourself liable to rectify that breach either in accordance with the Company's requirements or Hodge's requirements. You may not feel that this is going to cause you undue concern now, but when you sell your property your purchaser may not be able to register their Share in the Management Company unless you rectify the breach and your purchaser may therefore not buy from you until you have rectified the breach.

It is essential therefore when undertaking any change to your property that you consult with the Company before doing so, to obtain their consent to your proposals.

I do hope that this clearly lays out the obligation that the householders have to the Management Company and in certain cases to Hodge.

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