

Please note: These Extracts taken from a Schedule of Restrictive covenants are purely for guidance

Any Resident or Prospective Resident should take legal advice from their Solicitor on the Restrictive Covenants and Restrictions which may appertain to their individual property.

Restriction

... no transfer of all or part of the property comprised in this title shall be registered without the consent of Bownham Park Rodborough Residents Association Limited

Covenants

The following are details of the covenants contained in the Transfer dated 3 September 1971 referred to in the Charges Register:-

(b) not to erect any wall fence or structure without the written consent of the Company.

(c) not to erect any other building or other structure whether of a permanent or temporary naturewithout written approval of the Company

(d) not to use the land for any other purpose other than as a residential estate or carry on any trade or manufacture whatsoever ... provided that any dwellings ... may be used for the purpose of a Solicitor Surgeon Physician Dentist or Architect

(e) not to cause permit or suffer to be doneany act or thing which may be or become a nuisance annoyance danger or detriment to the owners or occupiers for the time being of other parts of the Estate.

(f) to pay and contribute with others using the same a fair proportion of the costs of maintaining repairing and renewing any common or party water pipes channels gutters and sewers and drains which the Company have laid in under and across the Estate and to which the drains of the said dwelling connect

(g) to bear and contribute from time to time on demand a fair and proper proportion (to be determined conclusively by the Company's Surveyor) such proportion is not to exceed Two and a half per centum of the costs and expenses to the Company of the maintenance repair renewal and upkeep of:-

(1) the roads forming part of the Estate (hereinafter called "the Estate Roads") more particularly shown on the Filed Plan of Title GR29170 together with the kerbs and verges thereof and

the soil and surface water drains and sewers ditches watercourses and gutters now constructed or intended within a period of Eighty years from the First day of February One thousand nine hundred and seventy(thereafter called "the specified period" to be constructed by the Company to serve the Estate and

(2) the woodland areas and amenity open space and other area more particularly described and defined in the Undertaking dated the Fourteenth day of February One thousand nine hundred and sixty- nine by the Company to Gloucestershire County Council

(h) not at any time hereafter to dispose of the property hereby transferred or any part thereof without first procuring that the Transferee or Transferees shall execute on or before completion of such disposal a Deed prepared and approved by the Solicitors of the Company and expressed to be supplemental to these presents containing similar covenants with the Company to those contained in this paragraph and paragraph (g) hereof

Deeds of Grant of Easement

Protracted and complex negotiations with National Trust by the Association's Secretary resulted in July 2006 with a standard form of easement which meant a Grant of a Deed of Access was available to owners of a property on Bownham Park.

Although this Deed only replicates the rights that owners would have under prescription, it nevertheless summarises the position in a document which can be attached to the individual Property Deeds, and should provide to be a useful document when the owner is selling his/her property and should expedite matters with a purchaser's solicitor.

Although the Association facilitated the Deed individual residents should take advice from their Solicitor.

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