

THIS DEED OF COVENANT is made the 5th day of July 2018 **BETWEEN**
SEAVIEW HEIGHTS MANAGEMENT LIMITED whose registered office is at 8 Seaview
Heights Dymchurch Kent TN29 0AD ("the Company") of the one part and **BARRY**
ANTHONY GREEN AND MELANIE JANE GREEN of 4 Seaview Heights High
Street Dymchurch Kent TN29 0AD ("the Purchasers") of the other part
WHEREAS

(1) Throughout this Deed the expression "the Estate" shall mean the land with the buildings from time to time erected thereon shown enclosed within the blue edging on the plan annexed hereto being Seaview Heights Dymchurch Kent and "the Communal Area" shall mean the Estate Road and footpaths hatched black the visitors parking spaces shown with a "v" and the pathways crosshatched black as well as the grassed areas edged green and the communal garden ground and landscaped areas not included in the sale of any Plot adjoining thereto and all services thereunder which shall not be maintained at the public expense and including the boundary and other walls and fences of the Estate not being the walls or fences of individual plots but excluding any access drive which is included as part of a dwelling house

(2) It is intended that the Company shall apply the contributions to be paid to it by the Purchasers under the provisions hereinafter contained in the upkeep and maintenance of the Communal Area for the benefit of all Purchasers and their successors in title on the Estate

NOW THIS DEED WITNESSETH as follows:-

1. **THE** Purchaser hereby covenants with the Company and with every other purchaser of a dwelling house on the Estate and his successors in title to the intent that this covenant shall bind the property specified in the Schedule hereto (such property being hereinafter referred to as "the Property") and shall (subject to the further provisions herein contained ensure for the benefit of the remainder of the Estate and every part thereof that the Purchaser and their successors will:-

- (i) contribute half yearly on the 31st day of March and the 30th day of September in each year a sum representing one ninth of the amount which shall be assessed and fixed from time to time by the Company whose decisions in this respect will be final and binding on all parties hereto of all cost and expenses at any time from time to time hereafter incurred or to be incurred by the Company in carrying out the provisions of clause 2 hereof or such other proportion as shall be applicable
- (ii) on every Transfer of the Property (or any part thereof) require the new purchaser to subscribe to and execute a Deed of Covenant (in duplicate) in similar form to

3. IN THIS DEED where the context so admits words importing the masculine gender shall include also the feminine gender and vice versa and the words importing the singular number shall include also the plural number and vice versa and in the event of two or more persons constituting "the Purchaser" hereunder all covenants by the Purchaser herein expressed are deemed to be entered into by such persons jointly and severally

IN WITNESS whereof the Company and the Purchaser have signed as a Deed the day and year first before written

THE SCHEDULE above referred to

ALL THAT freehold property known as 4 Seaview Heights Dymchurch Kent

SIGNED as a Deed on behalf of
SEAVIEW HEIGHTS MANAGEMENT
LIMITED in the presence of:-

.....
Authorised Signatory

.....
Authorised Signatory

SIGNED as a Deed by the said
BARRY ANTHONY GREEN
in the presence of:-

K. T. HUNT

SIGNED as a Deed by the said
MELANIE JANE GREEN
in the presence of:-

K. T. Hunt

this Deed of Covenant and execute such Deed of Covenant the Company's Solicitors shall provide the engrossment of the Deed of Covenant thereof and the Purchaser shall pay or procure payment to the Company's Solicitors of their proper costs and expenses incurred thereby **PROVIDED** that in this subparagraph and throughout the remainder of these presents the expression "the Transfer" shall where the context permits include as well as a Transfer of the freehold interest the grant or assignment of a Lease of the Property or any part thereof for a term exceeding seven years but shall not include a Mortgage or Legal Charge

- (iii) upon each and every other occasion upon which a disposition (the word "disposition" whenever used in this Deed to include an Assent) of the freehold interest or a leasehold term exceeding seven years in the Property (or any part thereof) other than a Mortgage or Legal Charge shall be executed or made in favour of another person ensure such a Deed of Covenant as aforesaid
- (iv) observe and perform at all times all reasonable rules and regulations made by the Company relating to the use of the Communal Area

2. THE Company hereby covenants with the Purchaser that the Company will subject to all respects to the provisions hereinafter contained and to the performance by the Purchaser and each of them of the obligations on their part in these presents contained;

- (a) cut and maintain the grassed and landscaped areas comprised in the Communal Area for the time being
- (b) repair and maintain in good condition the said parking spaces and access ways thereto footpaths or verges pathways and services forming part of the Communal Area for the time being
- (c) repair and maintain in good condition all boundary and other walls/fences of the Estate not being the fences/walls of individual plots

AND PROVIDED that the Company shall be entitled to charge and retain out of the contributions and payments it receives reasonable remuneration for the work performed by the Company as well as by its employees servants and contractors pursuant to its covenants herein contained **AND PROVIDED FURTHER** that the Company's liability under its covenants contained shall be limited to and not exceed the amount of the Contributions and payments actually received by the company from time to time