

THIS DEED OF COVENANT is made the.....day of.....201...

BETWEEN

- (1) St James's Square Bath Limited [Company Registration Number 7162216] the registered office of which is situate at 5-6 Northumberland Buildings, Queens Square, Bath BA1 2JE ('the Company') and
- (2)(*Owner name(s) in full*)
of.....(*address*) ('the Owner') being
the freeholder of the Property as hereinafter defined

NOW THIS DEED WITNESSES as follows:

1 Definitions

In this deed the following terms shall have the meanings specified.

- 1.1 **'Garden'** means the communal garden and the railings forming the boundary of the communal garden at the Square
- 1.2 **'The Index'** means the all Items index figure of the Retail Prices Index published by the Office for National Statistics or any successor body
- 1.3 **'The Property'** means the freehold house Number St James' Square, Bath BA1 2T... registered at the Land Registry under title number
- 1.4 **'Occupier'** means a person occupying a property in the Square under a freehold or leasehold interest, or under a tenancy or licence
- 1.5 **"Leaseholder"** means any person having a leasehold interest in a Property or part thereof which when granted will last for a period of 21 years or more
- 1.6 **'The Owner'** includes where the context so admits the successors in title of the Owner and where the Owner is more than one person all covenants and agreements on the part of the Owner contained in this deed shall be deemed to have been made jointly and severally by all such persons constituting the Owner.
- 1.7 **'The Payment'** means the sum or sums reasonably demanded annually or otherwise by the Company for the purpose of and being a fair contribution to the costs and expenses of maintaining and managing the Garden and the Company calculated on such equitable basis as shall be properly determined by the Company from time to time in accordance with its memorandum and articles
- 1.8 **'The Square'** means all the houses numbered 1 to 45 in St James Square, Bath BA1

- 1.9 **'The Termination Payment'** means a sum determined at the date of the said payment by multiplying the sum of £1,000 by the Index for the month preceding the said payment and dividing the result by the Index for December 2009 or the sum of £1,000, whichever is the greater
- 1.10 **'Termination Notice'** means a notice served in accordance with clause 6

2 Recitals

- 2.1 Various of the freehold owners of properties in the Square have rights contained within the titles to their properties to use the Garden ("the Existing Rights").
- 2.2 The Company is a company limited by guarantee of which it is intended that the freehold owners, Leaseholders and Occupiers of the Square should become members
- 2.3 Without prejudice to the Existing Rights which (for the avoidance of doubt) shall not be determined by this agreement it is intended that the freehold owners, Leaseholders and Occupiers of the houses in the Square shall be granted rights to use the Garden by the Company (in common with others) and without exclusion provided that they remain members of the Company and contribute to the cost of maintenance and upkeep of the Garden (whether or not they exercise the said rights) by making the Payment.
- 2.4 The Owner has agreed to enter into this deed in the manner appearing below

3 Registration as a member of the Company

The Owner applies to be registered as a member of the Company and the Company undertakes to register the Owner as a member of the Company.

4 Company's covenants

The Company covenants with the Owner that it will:

- 4.1 Apply the Payment towards the maintenance of the Garden and other expenditures in accordance with the memorandum and articles of the Company
- 4.2 Admit as a member any intended transferee of the Property upon receipt of an application for membership
- 4.3 Enter into a deed of covenant in the terms of this deed with any intended transferee of the Property provided that the Owner has observed and performed the covenants on his part

contained in this deed and fulfilled the obligations on his part contained in the articles of association of the Company

- 4.4 Permit the Owner together with all Occupiers of the Property to use the Garden in common with others so permitted for so long as the Owner has a freehold interest in the Property, is a member of the Company and complies with the regulations made from time to time by the Company for the use of the Garden and provided also that the Owner continues to comply with the obligations contained in this deed

5 Owner's covenants

The Owner covenants with the Company that he or she will:

- 5.1 pay to the Company the Payment within 28 days of the date of invoice
- 5.2 in any contract for the freehold sale of the Property include a condition that the intending buyer shall upon completion of the contract apply to become registered as a member of the Company;
- 5.3 include in any contract for the sale of the Property a condition precedent to performance of the contract that the intending buyer shall enter into a deed of covenant with the Company in the terms of this deed and that the intending buyer shall bear all costs of and incidental to the preparation and execution of the deed including any stamp duty payable on it

6 Owner's right to Terminate

The Owner may bring this agreement to an end at any time by serving at least 1 months prior written notice on the Company and by paying to the Company on or before the date of expiry of the said notice the Termination Payment and upon the expiry of the said notice (provided that the Termination Payment has been paid in full) this deed shall come to an end (but without prejudice to any rights or remedies that may have accrued).

7 Termination on transfer

Provided that the person or persons named above as Owner have complied with the covenants set out in Clause 5 above then upon completion of the sale of the Property they will have no future liability under this deed which shall come to an end (but without prejudice to any claims demands or liabilities that may have accrued).

IN WITNESS whereof the parties hereto have caused this deed to be executed the day and year first above written

Executed as a deed by ST JAMES'S SQUARE BATH LIMITED
acting by

(name of director)

a director,
in the presence of:

SIGNATURE OF WITNESS.....
NAME.....
ADDRESS.....

.....

(SIGNATURE OF DIRECTOR)

Director

Signed as a deed by

(name(s) of PERSONAL Owner)

in the presence of :

SIGNATURE OF WITNESS.....
NAME.....
ADDRESS.....

.....

(SIGNATURE(S) OF PERSONAL OWNER)

Executed as a deed by

(name of CORPORATE Owner)

acting by.....

(name of director)

a director,
in the presence of:

SIGNATURE OF WITNESS.....
NAME.....
ADDRESS.....

.....

(SIGNATURE OF DIRECTOR)

Director

(ALL WITNESSES MUST BE INDEPENDENT)