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H.M. LAND REGISTRY

Land Registration Acts 1925 and 1987

TRANSFER OF PART OF FREEHOLD LAND

County and District: Hertfordshire - Welwyn Hatfield

Title Number: HD 221356

Property: Plot 7 Northaw Park Estate being land on North East side of Coopers Lane Road Northaw

Title Number allocated to the land transferred:

DATED *31st August* 1989

- (1) PEERGLow HOMES LIMITED whose registered office is at Corner House 6-8 The Wash Hertford Hertfordshire SG14 1PX ("the Transferor")
- (2) NORTHAW PARK MANAGEMENT LIMITED whose registered office is at Corner House 6-8 The Wash Hertford Hertfordshire SG14 1PX ("the Company")
- (3) TINA THERESA SHIEBERT of 5 Hill Court Hill Rise Potters Bar Hertfordshire ("the Transferee")

IN CONSIDERATION OF £89,500 (Eighty Nine thousand five hundred pounds) now paid by the Transferee to the Transferor (the receipt whereof is hereby acknowledged) and IN FURTHER CONSIDERATION of a Transfer of even date herewith relating to leasehold property known as 5 Hill Court Hill Rise Potters Bar Hertfordshire made

between Tina Theresa Shiebert of the one part and Peerglow Homes Limited of the other part:-

1. The Transferor as beneficial owner hereby transfers to the transferee the land shown coloured pink on the accompanying plan together with the dwelling ("the Dwelling") erected thereon or on some part thereof and known as Plot 7 Northaw Park Estate (Postal Number) Northaw Potters Bar Hertfordshire and the land ("the Car Parking Land") shown coloured blue on the said plan all being part of the land (hereinafter called "the Estate") which is shown edged with a thick black line on the said plan and which is part of the land comprised in the Title above mentioned TOGETHER WITH the rights set out in the First Schedule hereto AND EXCEPTING AND RESERVING the rights set out in the Second Schedule hereto

2. The Transferee covenants for himself and his successors in title the owner or occupiers for the time being of the land hereby transferred but (provided he shall have complied with the obligation contained in Clause (v) of the Third Schedule hereof) so that neither the Transferee nor those deriving title under him shall be liable for any breach of the same which may occur on or in respect of the land hereby transferred after parting with all interest therein

(a) With the Transferor the Company and the Transferor's successors in title to the remainder of the Estate and each and every part thereof to observe and perform the restrictive and other covenants contained in the Third Schedule hereto

(b) With the Transferor and the Transferor's successors in title to those parts of the Estate (hereinafter called "the Common Parts") which are not now occupied or intended to be occupied by

any of the other dwellings on the Estate (as shown on the said plan) or by any car parking spaces intended to be used in connection with such dwellings (save the visitors car parking area) or by any electricity sub-station and as a separate covenant with the Company from time to time within fourteen days of demand to pay to the Transferor or (as the case may be) to the Company or other the Transferor's successors in title to the Common Parts ("the Common Parts owner") the amount (hereinafter called "the Service Charge") which is one-thirty-eighth part (but increased to one-thirty-fifth part of the cost relating to any maintenance repair or resurfacing of the car parking spaces on the Estate) (hereinafter called "the relevant proportion") of the costs properly incurred by the Common Parts Owner (and/or by its servants or agents) in providing and in supervising the provision of services described in the Fourth Schedule hereto or such other services for the proper conduct of the Estate as may be deemed desirable or necessary by the Common Parts Owner and from time to time within fourteen days of demand to pay to the Common Parts Owner the relevant proportion of an amount (hereinafter called "the Interim Service Charge") which a Chartered Surveyor certifies as being the anticipated expenditure in respect of the said services for any period of time not exceeding 12 months from the date of such certificate

(c) In the event of the Transferee failing to pay within fourteen days of demand the Service Charge and/or the Interim Service Charge then he shall also pay interest at the rate of 5% above the base rate of Lloyds Bank Plc from time to time on any such outstanding payments

The Transferor hereby covenants for itself and its successors in title to the Common Parts (but not so as to affect the Transferor with any liability after it shall have parted with ownership of the Common Parts) and the Company as a separate covenant hereby covenants as from the date that it shall take a transfer of the Common Parts with the Transferee and the Transferee's successors in title that subject to the payment of the Service Charge and the Interim Service Charge by the Transferee if the Common Parts Owner will use its best endeavours to provide the said services described in the Fourth Schedule hereto and in the event of the Transferor transferring the Common Parts to a successor in title other than the Company it will at the request and expense of the Transferee or the Transferee's successors in title require the Transferor's successors in title to the Common Parts to enter into a covenant for themselves and their successors in title with the Transferee and the Transferee's successors in title in terms similar to this present covenant

4. IT IS HEREBY AGREED AND DECLARED:-

(a) The Transferor and its successors in title shall not be under any restriction as to the mode of development or user of the remainder of the Estate or of any part or parts thereof and may at any time release or modify any of the aforesaid restrictive and other covenants contained in the Third Schedule hereto and neither the Transferee nor the persons deriving title under it shall become entitled whether by implication prescription or otherwise to any right of light or air or other right or easement which would restrict or interfere with the free

by the Transferor of the Estate or any part or parts thereof
any other adjoining or adjacent land for building or other
purposes

b) any party walls roofs gutters downpipes or other party
structures or things of whatever nature which serve the land
hereby transferred or any building for the time being erected
thereon and any other land or building within the Estate shall be
deemed to be repairable at the expense of the Transferee (or the
Transferee's successors in title) and of the owner for the time
being of the other land or buildings thereby served in such
proportions as are fair and reasonable in all the circumstances
having regard to the extent of the other land and buildings
thereby affected AND any dispute in relation to this Clause shall
be resolved by a Chartered Surveyor appointed by the Common Parts
Owner and all parties to such dispute shall share liability
equally for such Chartered Surveyor's expenses

5. IT IS FURTHER HEREBY AGREED AND DECLARED that:-

(a) covenants by the Transferee shall be deemed to be joint and
several where the Transferee comprises more than one person

(b) words importing the singular shall include the plural and
vice versa

(c) words importing the masculine gender shall include the
feminine and neuter genders and vice versa

THE FIRST SCHEDULE hereinbefore referred to
SUBJECT TO the payment of the Transferee of all sums properly
payable by him under the terms of Clause 2(b) of this Transfer
the land hereby transferred shall have the benefit of the

following easements for the Transferee and the Transferee's successors in title in common with the Transferor and the Common parts Owner the owners and occupiers for the time being of other buildings on the Estate and all others entitled to use the same:-

(i) the right of free passage and running of water and soil in and through the sewers drains septic tanks and channels made or to be made within 80 years of the date hereof (hereinafter called "the Perpetuity Period") upon through or under any land or building within the Estate or serving the same AND ALSO the free and uninterrupted use of all gas water electric telephone and other pipes wires cables flues conduits and other conducting media upon through or under the same

(ii) the right to support and shelter from any adjacent or neighbouring land or building

(iii) a right of way with or without vehicles for the purposes of access to and egress from the land hereby transferred over and along the roads and footpaths on the Common Parts which give access to the Demised Premises

(iv) the right (subject to such regulations as to the use thereof which may be imposed from time to time by the Company)

(a) to use the grassed areas and footpaths on the Common Parts for the purpose of quiet recreation

(b) to use any areas forming part of the Common Parts which may from time to time be allocated as a refuse area and/or a clothes drying area

(c) to use the tennis courts for the purpose of playing tennis

(v) the right to enter upon other land within the Estate for the

purpose of repairing maintaining and renewing the Dwelling and of emptying making maintaining repairing cleansing renewing connecting or replacing such sewers drains channels pipes wires cables flues conduits and other conducting media the person entering causing as little disturbance as possible and making good all damage caused by such entry

THE SECOND SCHEDULE hereinbefore referred to There is excepted and reserved unto the Transferor and the Company and the Transferor's successors in title and the owners and occupiers from time to time of all other land and buildings within the Estate and all others entitled to such rights or similar rights:-

(i) The right of free passage and running of water and soil in and through the sewers drains and channels made or to be made within the Perpetuity Period upon through or under the land hereby transferred AND ALSO the free uninterrupted use of all gas water electric telephone and other pipes wires cables flues conduits and other conducting media upon through or under the same AND ALSO the right to enter upon any part of the land hereby transferred for the purpose of (a) emptying making maintaining repairing cleansing renewing connecting or replacing such sewers drains channels pipes wires cables flues conduits and other conducting media and (b) constructing any sewers drains channels pipes wires cables flues conduits and other conducting media as may properly and reasonably be required to serve the remainder of the Estate or any part thereof the person entering giving reasonable prior notice of such entry and causing as little disturbance as possible and making good all damage caused by such

try

(ii) All rights of light air and other easements and rights now within the Perpetuity Period belonging to and enjoyed by the Dwelling hereby transferred from or over any adjacent or neighbouring land or building

(iii) The right to build or rebuild on or alter any adjacent or neighbouring land or building in any manner whatsoever and to let the same for any purpose or otherwise deal therewith notwithstanding that the light or air to the Dwelling is in any such case thereby diminished or any other liberty easement right or advantage belonging to the Transferee or the Transferee's

successors in title is thereby diminished but without prejudicing the Transferee's proper enjoyment of the land hereby transferred

(iv) The right to support and shelter from the land hereby transferred and all other easements and rights now or hereafter belonging to or enjoyed by all adjacent and neighbouring land or buildings on the Estate

(v) The right to enter upon the Car Parking Land for the purpose of maintaining repairing or resurfacing the same or any adjoining or neighbouring spaces or areas of Common Parts

THE THIRD SCHEDULE hereinbefore referred to

(Covenants to be observed and performed by the Transferee)

(i) Not to erect any building on the Car Parking Space and not to alter the external appearance of the Dwelling or make any structural alteration to the same without the prior written consent of the Common Parts Owner (which consent shall not be unreasonably withheld)

- (ii) Not to use the Car Parking Space otherwise than for parking private motor vehicles
- (iii) Not to place keep or leave any goods or materials outside or near to the Dwelling or the Car Parking Space nor any rubbish save in any receptacles provided for the purpose within the Common Parts
- (iv) Not to breach the conditions contained in Planning Consent Number S6/0171/87/FP issued by the Welwyn Hatfield District Council so far as the same apply to the Demised Premises transferred
- (v) Not to transfer the land hereby transferred or any part thereof without requiring the Transferee's successors in title to enter into direct covenants with the Common Parts Owner in terms similar to the covenant contained in Clause 2(b) hereof and the present covenant number (v) of this Schedule
- (vi) Not to obstruct any part of the Common Parts so as to prevent or hinder access to or egress from the adjoining or neighbouring buildings or car parking spaces by the owners or occupiers thereof or their respective visitors
- (vii) Not to use the land hereby transferred or any part thereof for any trade or business and not to use the Dwelling other than for the residential occupation of one family unit only
- (viii) Not to park vehicles on any part of the Common Parts other than on areas allocated for visitors parking
- (ix) Not without the prior written consent of the Common Parts Owner to keep any bird dog or other pet which consent shall not be unreasonably withheld or delayed but which may be revoked at any time in writing on complaint being made by at least three

owners of other dwellings on the Estate

- (x) Not to allow any animal under the control of the transferee to foul any part of the Common Parts
- (xi) No television radio record or tape player musical instrument or other device for the production or reproduction of sound shall be used on the Demised Premises so as to be audible outside it
- (xii) No rubbish shall be burnt or other fire made on any part of the Demised Premises so as to cause a nuisance or annoyance to the owners or occupiers of other dwellings on the Estate
- (xiii) To observe such other rules and regulations for the proper conduct of the Estate as may from time to time be imposed by the Common Parts Owner

THE FOURTH SCHEDULE hereinbefore referred to

(The Services)

- (i) The maintenance repair renewal rebuilding cleansing and (where applicable) lighting and resurfacing of the Common Parts from the date of practical completion thereof by the Transferor including (without prejudice to the generality of the expression "the Common Parts") any fences bounding the Estate or the tennis courts sewers drains septic tanks channels pipes wires cables flues conduits watercourses passageways access roads and other media conducting services or things of any nature whatsoever within or serving the Estate which are not exclusively the responsibility of the Transferee or the owner or occupier for the time being of the Demised Premises or of the owner or occupier of

any other dwelling on the Estate or of any local or other statutory authority but are used or enjoyed or are capable of being used or enjoyed (whether directly or indirectly) by the owner or occupier of two or more dwellings on the Estate (whether or not including the Demised Premises) in common with each other and/or with others and also (at the discretion of the Common Parts Owner) the maintenance repair or resurfacing of any car parking spaces on the Estate (whether or not forming part of the Common Parts) including the Car Parking Space

(ii) The keeping of all landscaped areas forming parts of the Estate in good order and condition and properly tended and cultivated and planted from the date of practical completion thereof by the Transferor and in particular but without prejudice to the generality of the foregoing to replace any tree or shrub planted on any part thereof pursuant to the provisions of a landscaping scheme approved by the Local Planning Authority that may die become diseased be vandalised or otherwise damaged with another of the same variety or quality or otherwise in accordance with the requirements of such Authority

(iii) Contributing the payment of the appropriate proportion of all expenses incurred in constructing repairing replacing rebuilding maintaining and cleansing all party structures fences sewers drains or other services or structures the use of which is common to the Estate and other land and collecting the payment of the appropriate contribution to the maintenance of services which may properly be due by the owners of properties outside the Estate

(iv) The effecting of such insurances as shall be deemed

necessary and requisite indemnifying (but without prejudice to any other insurance for the time being in force) the Common Parts Owner against any liability which it may incur to third parties on account of the condition of the Common Parts or any part thereof or anything thereon or insuring the Common Parts or any part thereof against such risks and for such sums as the Common Parts Owner may determine

(v) The performance or provision of such other things or services including further lighting sewers drains channels watercourses pipes wires cables and supply lines and security arrangements as may reasonably be considered necessary or desirable for the general benefit of the Estate including (without prejudice to the generality of the foregoing) employment or engagement of a caretaker (and provision of his accommodation) managing agents and/or a surveyor or further surveyors in relation to the provision of the services mentioned in this covenant

(vi) The appointment of accountants (if deemed necessary) to administer the bookkeeping and accountancy aspects of the foregoing and to prepare annual accounts for the Company and file annual returns at Companies Registry and to deal with other statutory requirements in relation to the Company

(vii) All rates charges and expenses now or hereafter to be imposed upon or incurred by the Common Parts Owner in respect of the Common Parts including without prejudice to the generality of the foregoing premiums for the insurance of the Common Parts (including public liability insurance) and charges for the supply of water

(viii) The enforcement where desirable or necessary of covenants on the part of the Transferor or its successors in title (or any of them) to the Estate or any part thereof the prosecution and defence of any proceedings and the recovery from any person or persons of the whole or due proportion as the case may be of their contribution to the cost of the provision of the Services

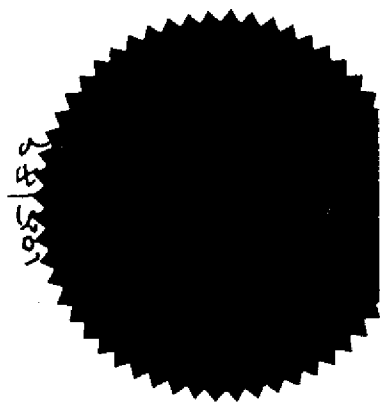
(ix) The taking of all steps deemed desirable or expedient by the Common Parts Owner for complying with or making representation against or otherwise contesting the provisions of any legislation for the time being in force and any other matters relating to or alleged to relate to the Common Parts

PROVIDED ALWAYS that the Common Parts Owner shall not be liable for failure to provide the Services or any of them so long as the Common Parts Owner acts in good faith and in accordance with the principles of good estate management

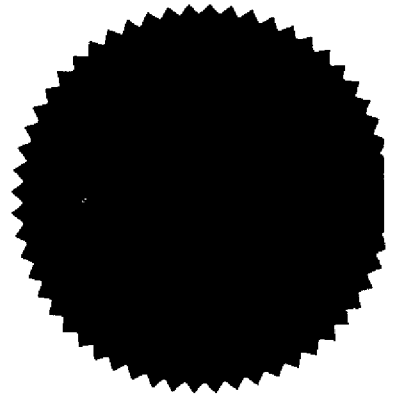
THE COMMON SEAL of PEERGLOW)
HOMES LIMITED was hereunto)
affixed in the presence of:-)

Director

Secretary



THE COMMON SEAL OF NORTHAW)
PARK MANAGEMENT LIMITED)
was hereunto affixed in)
the presence of:-)



[Handwritten signature]

Director

[Handwritten signature]

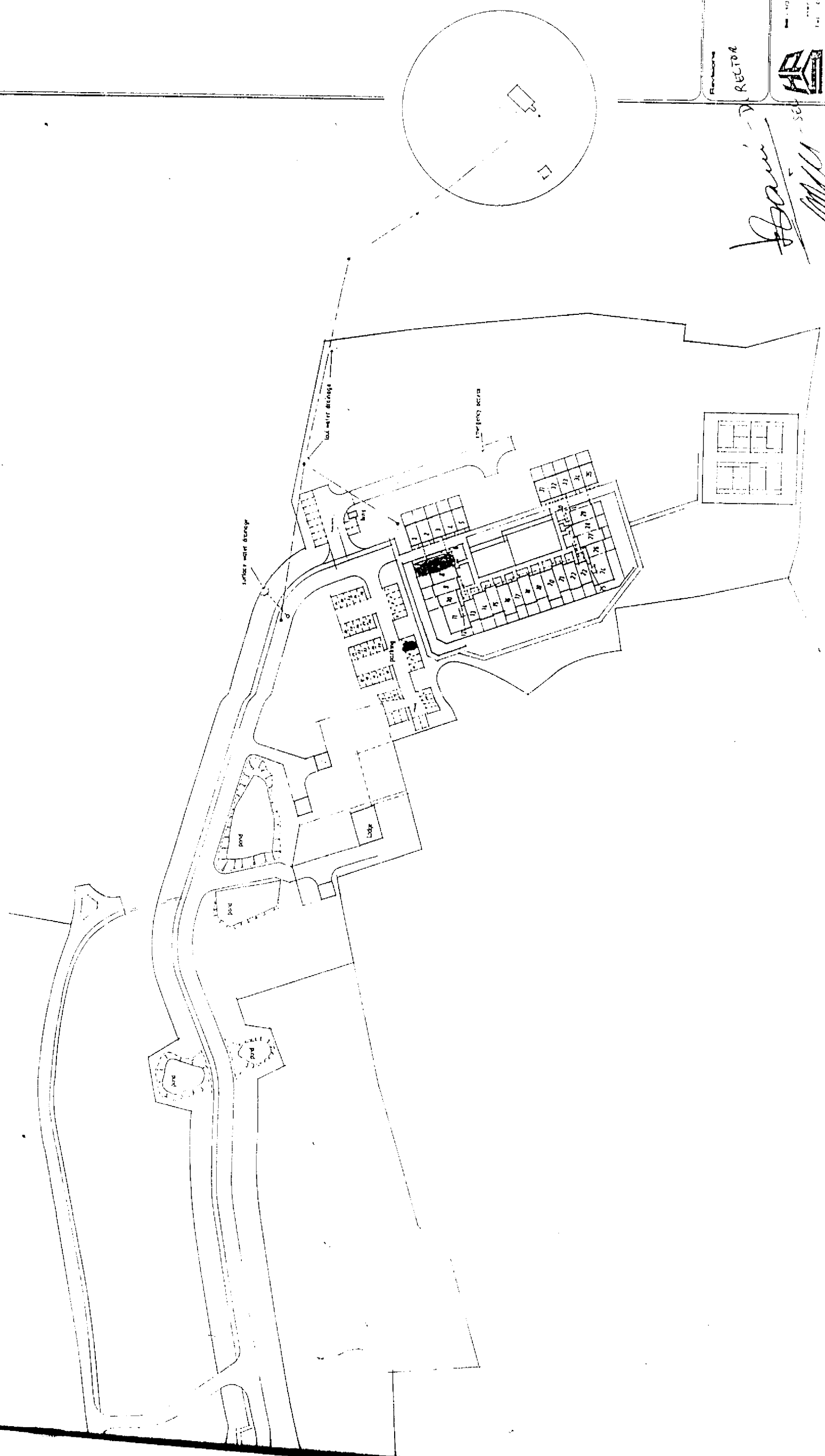
Secretary


SIGNED SEALED AND DELIVERED)
by the said Transferee in the)
presence of:-)

[Handwritten signature]



A. Viallet
24 The Avenue
Watford
Herts
Secretary



Plan/Section RECTOR	Date
 HERTFORD PLANNING SERVICE	
Project Northow Park Northow	Drawing Site Layout
Date Made Drawn nfb	E 1514

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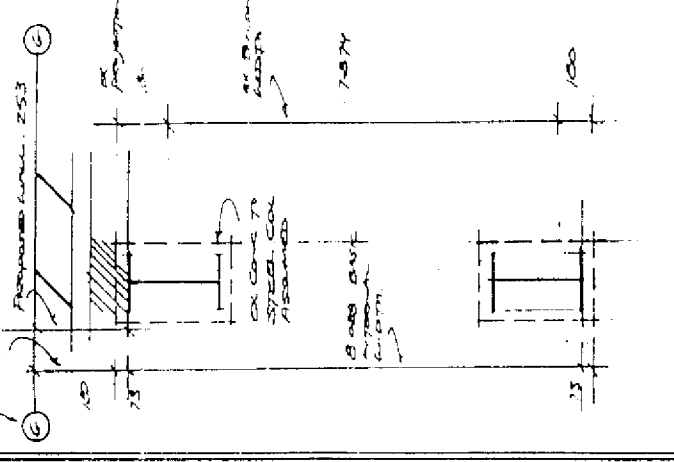
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 DIRECTOR
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OFFICE COPY

Notes

1. SEE THE P.A. APPROVED PLAN NO. 1578.
2. SETTING OUT FROM FRONT ELEVATION OF CURB.
3. GRID SPACING 100 FROM EX. CURB TO SPREAD CO.
4. PROPOSED CURB: 253



Levels

Amendments
1. AS SHOWN ON SHEET 1578
2. SETTING OUT FROM FRONT ELEVATION OF CURB



98-100 Fore Street,
Hertford,
Herts. SG14 1AB
Tel: Hertford (0992) 552173

HERTFORD PLANNING SERVICE

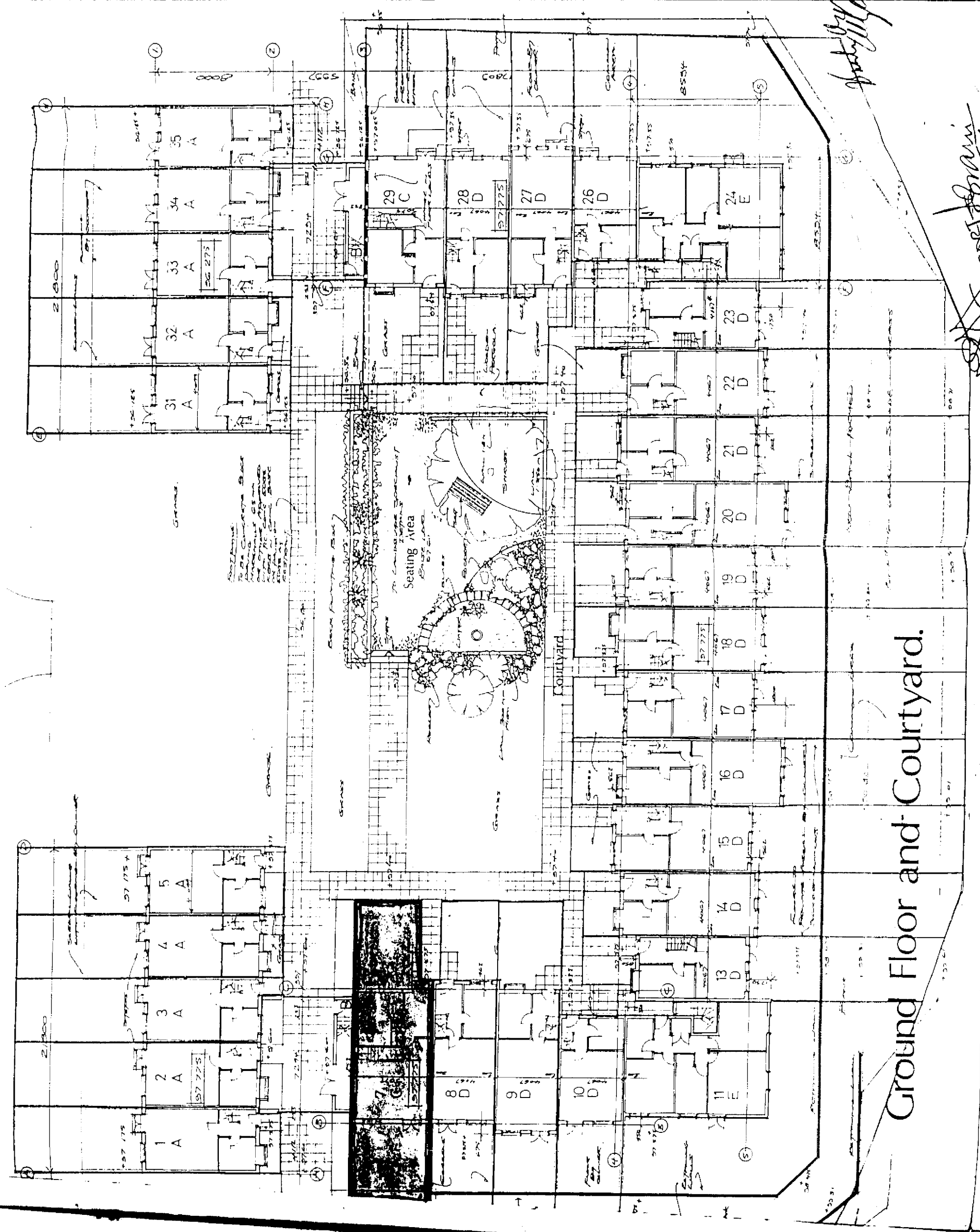
Northow Park

PEERGLOW HOMES

Date: June 88
Scale: 1:125
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Checked: [Signature]

10-1514-301

SEE SHEET 1578 FOR
GENERAL NOTES



Ground Floor and Courtyard.

SEE SHEET 1578 FOR
GENERAL NOTES