**Dated xx xxxxx 200**

**[ *purchaser’s names* ] (1)**

**-and-**

**Brentry Park Development Management Company Limited (2)**

**DEED OF COVENANT**

**re: No [ *property address* ]**

THIS DEED OF COVENANT is made the day of 20[ ]

BETWEEN [ ] of

[ ] (1)

And BRENTRY PARK DEVELOPMENT MANAGEMENT COMPANY LIMITED [2]

whose mailing address is PO Box 371 Westbury-on-Trym, Bristol, BS9 0BH

1. **DEFINITIONS**

For the purposes of this Deed the definitions contained in the Principal Transfer shall apply hereto insofar as may be necessary for the proper interpretation hereof and the following definitions shall also apply:-

“the Covenants” The covenants on the part of the Transferee contained in the Principal Transfer

“the New Owner” The said [ ]

“the Principal Transfer” A transfer dated the [ ] day of [ ] 200[ ] made

between Countryside Residential (South West) Limited (1) and the Transferee (2)

“the Property” [ ] Royal Victoria Park Westbury on Trym Bristol BS10 6[xx]

“Estate Regulations” The Estate Regulations as defined in the Principal Transfer

“Transferor” The said Brentry Park Development Management Company Limited

“Transferee” The Transferee as defined in the Principal Transfer, being the original purchaser of the Property.

2. **RECITALS**

The purpose of this Deed is to satisfy the requirement of clause 20 of the Principal Transfer. The Transferor has purchased the Amenity Areas from Countryside Residential (South West) Limited and is now responsible for enforcing the Covenants and the Estate Regulations and for collecting the Rentcharges.

1. **DIRECT COVENANT**

The New Owner hereby covenants with the Transferor:-

(i) To pay the Rentcharges in the manner prescribed in the Principal Transfer

(ii) To observe and perform the Covenants

(iii) To observe and perform any rules and regulations imposed by or on behalf of the

Transferor or the owner or owners for the time being of the Amenity Areas

and to indemnify and keep the Transferor indemnified against any breach or non-observance of the Covenants and any expenditure on the part of the Transferor in enforcing the provisions thereof against the New Owner and/or the recovery of the Rentcharges

1. **ACKNOWLEDGEMENT**

The New Owner acknowledges and confirms the contents of the Proviso immediately following clause 19 of the Principal Transfer and the contents of the Provisos to clauses 20.2 20.3.1 and 20.5 of the Principal Transfer.

Executed as a Deed the day and year first before written

SIGNED and DELIVERED )

by the New Owner :-

In the presence of:-