

H.M LAND REGISTRY
LAND REGISTRATION ACTS 1925 to 1986

TITLE NO : PART OF NN92334 (NN102200)
COUNTY & DISTRICT : NORTHAMPTONSHIRE : EAST NORTHAMPTONSHIRE
PROPERTY : LAND TO THE SOUTH OF THOMAS FLAWN ROAD
IRTHLINGBOROUGH

Date :

A Deed made on the above date between PINE TREES VILLAGE MANAGEMENT
LIMITED at Registered Office :- 10 Waterloo Way, Irthlingborough, Northants NN95QW

("the User")

1. In this Deed

- i) "The User" includes all future owners of the Users Premises
- ii) "The Manager" includes all future owners of the Amenity Land
- iii) "The Amenity Land" means the property owned by the Manager and shown shaded on the plan attached to the Transfers of the Users Premises made between the Developer and the User
- iv) "The Users Premises" means the land edged red on the plan attached to the said Transfer
- v) "The Service Charge" means one twenty-third of the sums incurred (or which it is estimated will be incurred within one year) by the Manager in :-
 - a) its own Management and Administration
 - b) any Insurance it considers to be necessary relating to its objects
 - c) the Management and Maintenance of the Amenity Land
 - d) the enforcement of this Deed or other similar Deeds entered into with its Members

- vi) **“The Manager’s Regulations” means :-**
- a) **the Amenity Land will not be used by the User while in default of the covenants in clause 3 or of these regulations**
 - b) **such other regulations as the Manager may make to enable it to perform the covenants in clause 4**
 - c) **“The Developer” means Unit Homes (Northampton) Limited now known as Beazer Homes Registered Office 33 London Road Reigate Surrey RH2 9HZ**
2. **The Manager as Beneficial Owner hereby grants to the User for the benefit of the Users Premises the freehold right to use the Amenity Land for the purpose of recreation only and subject to the Manager’s Regulations**
3. **The User covenants with the Manager :-**
- i) **to pay the Service Charge to the Manager on demand on the usual quarter days in each year**
 - ii) **to give the Manager written notice of every change of ownership of the Users Premises no later than twenty-one (21) days after the change is legally effective and to pay a minimum fee of £ 30 plus tax for the registration of each notice**
 - iii) **that on any change of ownership of the Users Premises the User will require the new owner to covenant and will transfer their membership in the Manager to the new owner**
4. **The Manager covenants with the User :-**
- i) **to maintain the Amenity Land in a good condition including the landscaping with grass, trees and plants**
 - ii) **not to allow the Amenity Land to be used for purposes not in the best collective interest of its members**
 - iii) **not to allow any building or structure to be erected on the Amenity Land apart from as may have been intended by the developer**

As WITNESS the Common Seal of the Manager and the hand and seal of the users

**THE COMMON SEAL of the)
Manager was hereunto)
affixed in the presence of)**

Director

Secretary / Authorised Signatory

**SIGNED SEALED and DELIVERED)
by the User and attested by :-)**

**SIGNED SEALED and DELIVERED)
by the User and attested by :-)**