

*An email was sent to Richard Briggs, Managing Director, Persimmon Homes (Wessex) on 5 November 2018 entitled “Customer seeking advice and guidance please”. The information shown here is taken from the very helpful response given by Richard on 14 November 2018 and relates to **Covenants**.*

Our question was.....

In the **Land Registry form TP1, PART 5 sets out restrictive covenants** which we are required to “observe and perform”. Some are difficult to understand and some seem to place precise requirements which appear to be just not practical. As these covenants apply to the Edmund Park site who can we consult for their interpretation and for advice?

Richard’s response was .....

The covenants have been set up to benefit the community as a whole. Each home owner has the ability to enforce the covenants and this is not a direct responsibility of Persimmon. If you have any questions on this it might be worth reviewing your legal report which I anticipate you received from your lawyer or taking further advice from them if this does not clarify matters.

*The enforcement of covenants seems to be a very complex subject and the following is an interesting read .....*

<https://www.theguardian.com/money/2016/jul/09/restrictive-covenants-homebuyers-out-of-pocket>

**The following page gives the covenants for a typical Edmund Park house .....**

**The Transferee covenants with the Transferor** so as to bind the Property and each and every part thereof for the benefit of the land remaining in the Estate and each and every part thereof and the Transferor observe and perform the following restrictive covenants

1. Not to use the Property for any purpose other than as or incidental to one private residential dwelling and not to use the Property for any trade or business.
2. Not to erect or construct any building or other structure whatsoever whether temporary or permanent on the Property (except for good quality domestic sheds and greenhouses of a size appropriate to the Property) without the prior consent in writing of the Transferor for which a fee will be payable provided always that during the first 10 year period commencing on the date of this transfer the fee shall be £250 plus VAT ("the fee") and on the expiry of each successive period of ten years from the date of this Transfer the Fee shall increase by an amount equivalent to the increase (if any) in the Retail Price Index published by HM Government (or such replacement index from time to time) during the decade.
3. Not to erect any walls fences or other structures nor allow any hedge to grow on the Property between any building on the Property and the Estate Roads.
4. Not to allow to fall into disrepair the fence wall hedge or other means of enclosure on any boundary of the Property marked with an inward "T" on the Plan (if any).
5. Not to allow to fall into disrepair the Accessway which forms part of the Property but is intended for shared use.
6. Not to allow to fall into disrepair the Grass Verge (if any) abutting or forming part of the Property
7. Not to cut down damage neglect or remove any existing tree or hedge on the Property or any other plant planted pursuant to the requirements of any Public Authority.
8. Not to do or permit or suffer to be done on the Property anything which may be or become a nuisance or annoyance or cause damage to the Transferor or to the owners tenants or occupiers of any adjoining or neighbouring Property.
9. Not to erect or exhibit on the Property any hoarding structures notice board or sign of any kind for advertising or other purpose except that after the Transferor's sales office on the Estate has permanently closed the Transferee may erect one notice or sign not exceeding one half square metre advertising the Property for sale.
10. Not to keep or feed or permit to be kept or fed on the Property any animals other than normal household domestic pets.
11. Not to park or cause or suffer or permit to be parked any commercial vehicle (other than one not exceeding 5 metres in length and 2 metres in height) caravan mobile home camper van or boat on the Property between any building on the Property and Estate Road or the Access Road or the Private Roads.
12. Not to park on or obstruct the Estate Roads or the Access Road or the Private Roads or Accessway.
13. Not to erect or place on the front elevation(s) of the Property any aerial or satellite dish until the Transferor has completed the sale of the last dwelling house on the Estate.
14. Not without the prior written consent of the relevant Public Authority to plant erect or place or suffer to be planted erected or placed any plant bush tree or structure or other thing on any Easement Strip Visibility Splay or Service Strip but to maintain it as a grassed area.
15. Not to do or permit or suffer to be done on the Property or the Estate any act or thing which:-
  - 15.1 may impede the adoption by or the vesting in the relevant Public Authority of the Estate Roads or Estate Sewers or Service Media which is or shall be intended to be so adopted or vested
  - or
  - 15.2 may result in loss or damage to or interference with any Estate Road Estate Sewer or Service Media within the Property which may be or become adopted by or which may vesting the Public Authority or which is used jointly with the Transferor or with the owners or occupiers of the Estate or any part thereof or any adjoining or neighbouring landand immediately on request to execute any easement deed or document required by a Public Authority in respect of the provision maintenance adoption or vesting of the Estate Roads or Estate Sewers or Service Media
16. Not to use the Visitors Parking Space (if) any other than for the temporary parking of a single private motor vehicle.
17. Not to make support or procure any application to secure the adoption of the Estate Roads as publicly maintained highways pursuant to Section 228 of the Highways Act 1980 or any statutory re-enactment thereof or any other similar statutory provisions and if required by the Landlord to object to any such application.