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| DATED 2021 | |
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| **MELTON PARK MANAGEMENT COMPANY LIMITED (1)**  **[insert Transferee details] (2)** |  |
| **DEED OF COVENANT** | |
| Relating to  [insert property details] | |

**THIS DEED OF COVENANT** is made the                           day of                                 two thousand and twenty [one]

**BETWEEN:**

1. **MELTON PARK MANAGEMENT COMPANY LIMITED** whose registered office is situate at 8 Garrod Approach, Melton, Woodbridge, IP12 1TD (“the Company”) and
2. [Insert name and address of Transferee] (“the Transferee”)

**WHEREAS:**

1. The Transferee has agreed to enter into a transfer of the property known as [insert address of property], Melton Park, Woodbridge TOGETHER WITH the easements and other rights in respect of the Landscaped Open Spaces set out in a Transfer dated [insert date of original Transfer] and made between HOPKINS HOMES LIMITED (“the Transferor”) and the [insert details of First Transferee] (“the First Transferee”)
2. The Transfer provides that the First Transferee and his successors in title will enter into a Deed of Covenant in the manner set out in the [Fifth/Sixth Schedule] to the Transfer and the parties hereto have agreed to enter into these presents accordingly

**NOW THIS DEED WITNESSETH** and it is hereby agreed and declared as follows:-

1. IN this Deed the following expressions shall unless the context requires bear the following meanings:-

“the Property” means [insert property address] Melton Park, Woodbridge

“the Landscaped Open Spaces” means the areas of land at the Transferor’s Development from time to time designated by the Transferor and its successors in title for the use and enjoyment of all residents together with the related footpaths roads and cycleways

“the Transferee” includes where the context so admits the successors in title of the Transferee

“the Scheduled Services” means the services set out in the Schedule hereto

1. THE Transferee hereby applies to be registered and the Company hereby undertakes to register the Transferee as a member of the Company
2. THE Company hereby covenants with the Transferee that it will:

provide procure and perform in relation to the Landscaped Open Spaces the Scheduled Services

enter into a Deed of Covenant with any intended Transferee of the Property in the terms of this Deed and will give any consent required by HM Land Registry to allow registration of any proposed dealing with the Property provided that the Transferee shall have observed and performed the covenants on his part herein contained and fulfilled the obligations on his part contained in the Articles of Association of the Company

1. THE Transferee hereby covenants with the Company that he will:

pay to the Company a 1/200th share of the costs and expenses incurred by the Company in providing securing and performing the Scheduled Services including the costs of and incidental to the administration and conduct of the Company’s affairs

in any contract for sale of the Property include a condition that the intending transferee shall upon completion of such contract apply to become registered as a member of the Company

include in any contract for the sale of the Property a condition precedent that the intending transferee shall enter into a Deed of Covenant with the Company in the terms of this Deed and that the intending transferee shall bear all costs of and incidental to the preparation and execution of such Deed including any stamp duty payable thereon

observe and perform the covenants contained in the Transfer

1. WHERE THE transferee is more than one person all covenants and agreements on the part of the Transferee hereinbefore contained shall be deemed to have been made jointly and severally by all such persons constituting the Transferee

IN WITNESS whereof the Company has caused its common seal to be affixed and the Transferee has signed as a Deed the day and year first above written

**SCHEDULE**

1. The provision and maintenance as necessary of all boundary walls fences railings benches signs roads cycleways footpaths drives sewers drains and other services passing in under upon over or adjoining the Landscaped Open Spaces
2. The mowing and upkeep of grassed areas and the upkeep of garden areas when considered expedient
3. The provision maintenance and upkeep (to include replacement when considered necessary) of all hedges shrubs and trees on the Landscaped Open Spaces
4. The provision of lighting (including the replacement and the supply of electricity) where the same is not the responsibility of any local authority or other authority
5. The provision of all such other services and matters which the Company may from time to time think fit
6. The employment of all such agents managers contractors or other persons which shall in the opinion of the Company be necessary
7. The payment of all rates insurance premiums and other charges of a like nature which may me charges upon or incurred in relation to the Landscaped Open Spaces

**SIGNED** and **DELIVERED** as a Deed by ) MELTON PARK MANAGEMENT )

COMPANY LIMITED in the presence of: )

Director

Director/Secretary

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| SIGNED as a DEED by {       } in the presence of: | ) |  |
| ) |  |
| ) |  |
|  |  |  |
|  |  |  |
| Witness signature |  |  |
| Name |  |  |
| Address |  |  |
|  |  |  |
| Occupation: |  |  |

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| SIGNED as a DEED by {       } in the presence of: | ) |  |
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| Witness signature |  |  |
| Name |  |  |
| Address |  |  |
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| Occupation: |  |  |