

Gascoines Group Ltd  
1 Church Street  
Southwell  
Nottinghamshire  
NG25 0HQ

7 April 2017  
Our Ref: PJH//90057/1

Dear Sirs

**The legal position concerning Covenants affecting the Crabtree Park Estate  
Worksop Notts**

Hericon Development Co Ltd ("Hericon") acquired land which is now the Crabtree Park Estate, registered under the title number NT5342, on 23 December 1964.

Worksop Manor Estates Limited were the previous owners and, at that time, imposed certain restrictions on the land acquired by Hericon. However, those restrictions are not of concern or relevance to the current position or claim of Hericon or its parent company, Gascoines Group Limited ("Gascoines").

Hericon developed the estate and sold off the houses which were constructed.

Each sale of each house was on very similar terms.

The form of transfer which was used when Hericon sold the houses to individual purchasers (who are referred to in each transfer as the "Transferee") included a provision at clause 3 namely:

The Transferee to the intent and so that this covenant shall be binding on the Property into whosoever hands the same may come ..... hereby covenants with the Company ..... that he will at all times hereafter observe and perform the restrictions stipulations and conditions set forth in the Third Schedule hereto.

The Third Schedule included the following paragraphs which are therefore covenants entered into by each purchaser of each house.

THE THIRD SCHEDULE before referred to:

1. No house garage outbuildings shed hut or erection of any kind other than as existing at the date hereof shall be placed or allowed to remain on the Property

except in accordance with plans and elevations which shall have been previously approved in writing by the Company.

2. No addition or structural alterations shall be made to any building or erection on the Property unless the plans and elevations of such addition or structural alteration shall have been previously approved in writing by the Company and no such addition or alteration shall be made except in accordance with such plans. The Transferee shall pay to the Company a sum not exceeding three pounds on the application for approval of each set of plans and elevations rendered necessary under this clause.

It is therefore clear that each owner of each house either

entered into covenants, as set out above; or  
as a result of purchasing the house, is subject to them.

Those covenants are enforceable by Hericon.

Hericon subsequently disposed of the remaining parts of the estate (which included mainly the roads and a few other open spaces on the estate) to its parent company, Gascoines, in 1975. Hericon is solely owned by Gascoines. The covenants entered into by the buyers (transferees) of each house or subsequent purchaser of each house are enforceable by Hericon or Gascoines as successors in title to the freehold estate of the remaining parts of the land.

This is normal, standard and entirely regular. The same position exists on many housing estates across the country.

The ability of Hericon or Gascoines enforce the covenants means they can (should they so wish) grant retrospective consent on such terms as they decide.

Yours faithfully

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