THIS INDENTURE made the twenty ninth day of September one thousand eight hundred and seventy one between the several persons whose names and seals are here unto subscribed and affixed (hereinafter called the said allotees and purchasers of the first part) William Morgan of the Borough of Stafford gentleman of the second part, The Staffordshire Land Building and Improvement Company Limited now in Liquidation (hereinafter called the said Company) of the third part and Nicholas Joyce of the Borough of Stafford Surveyor Liquidator of the said Company of the fourth part

Whereas in the year one thousand eight hundred and sixty six the said Company was incorporated as a Company Limited by Shares under the provisions of the Companys Act 1862 for the purpose of acquiring land in the said County of Stafford and the improvement by building or laying out the building land so acquired

And whereas in the year one thousand eight hundred and sixty seven the Company purchased an estate in the said county called The Rowley Hall Estate and laid out the same in building lots

And whereas a few only of the said lots were sold when in the month of March one thousand eight hundred and seventy one Special Resolutions were duly passed under the provisions of the said Act and in accordance with the Articles of Association of the Company that the Company should be wound up voluntarily and it was resolved that the said Nicholas Joyce be and he was thereby duly appointed Liquidator in the said winding up and a scheme of dissolution was sanctioned under which so much of the said Rowley Hall Estate as remained unsold (except certain portions reserved) was to be alloted by the said Liquidator amongst the Shareholders in proportion to the number and nominal value of their shares

And whereas the said Liquidator has duly made and certified his said allotment and has alloted to the Shareholders the respective pieces or lots of land delineated on the plan of the Rowley Hall Estate hereto annexed which said pieces or lots are hereunder referred to by the numbers which are set against the names of the allotees thereof respectively and are intended to correspond with the like numbers on the said plan

And whereas it formed part of the scheme of the said Liquidator and he made it a condition that each allotee should enter into the **COVENANTS** hereinafter contained

And whereas in order to concur in and give validity to the said scheme of allotment the several persons who previous to the said Company going into liquidation have purchased the pieces or lots of land delineated on the said plan hereto annexed and hereunder referred to by the letters which are set against the names of the said purchasers have agreed also to enter into the said covenant hereinafter contained

NOW THIS INDENTURE WITNESSETH that in pursuance of the said Agreement consideration of the said allotment to the said Allotees and of the said sales so made to the said Purchasers respectively They the said Allotees and Purchasers respectively covenanting in respect of the pieces or lots of land allocated to or purchased by them whereof the numbers and letters (corresponding to the like numbers and letters on the said plan) are set against their respective names and as far as the covenants hereinafter contained relate to or affect such pieces or lots of land or the owners or occupiers thereof respectively DO hereby for themselves respectively and their respective heirs executors and administrators Covenant with the said William Morgan his heirs and assigns as a Trustee or Trustees for the Company their successors and assigns

And also as separate Covenants DO for themselves respectively and their respective heirs executors and administrators Covenant with the said Nicholas Joyce his heirs and assigns as such Voluntary Liquidator as aforesaid

And Also with the Company their successors and assigns That they the said Allottees and Purchasers respectively and their respective heirs and assigns **will at all times repair and maintain the boundary marks of the lots allotted to or purchased by them respectively**

And Also will when required by the said Company their successors and assigns or the said Nicholas Joyce his heirs or assigns **make and afterwards maintain in a good and substantial manner the external or road boundary fences of their respective lots**

And Also fences dividing lots from each other on the sides of their respective lots marked T within the boundary lines delineated on the said plan and make such of the external or road boundary fences as are in front of the building line

And Also such parts of the fences dividing lots as are in front of the building line and between the building line and the road boundary of a height not exceeding 5 feet and make such of the fences (as well external or road boundary fences as fences dividing lots) as are behind the building line except temporary hurdles or like temporary fences of a height not less than $5\frac{1}{2}$ feet or more than $6\frac{1}{2}$ feet

And Also that if default shall be made in erecting any such fences as aforesaid within 30 days or repairing any such fence within 10 days after notice requiring any Allottee or Purchaser his heirs or assigns so to do **shall have been given** to him or them or left at his or their residence or on his or their lot **by any adjoining owner or by the Company** their successors or assigns or the said Nicholas Joyce his heirs or assigns **shall be at liberty forthwith to erect or repair any such fences or to erect or keep in repair a temporary fence or fences**

And the Allottee or Purchaser or his heirs or assigns making any such default **shall on demand pay to such adjoining owner or the Company** their successors or assigns or the said Nicholas Joyce his heirs or assigns **all moneys expended by him or them for the purposes aforesaid and all expenses relating thereto**

And also will not build or permit to be built any Buildings or erections whatever (except the fences hereinbefore mentioned) nearer to the Road boundary in front of each lot than the building line as shown or figured on the said Plan and will not build or permit to be built any erection or building or any part thereof so as to project upon or overhang the space between the building line and the Road boundary except ordinary architectural dressings without the consent of the Company their successors or assigns

And also will not make into or use as a Road footpath or way any lot or lots or any part thereof without the consent of the Company their successors or assigns

And also will not erect or permit to be erected on any lot any temporary building whatsoever except sheds or workshops to be used only for works incidental to the erection of the house or houses to be built thereon or on some other lot and will not in any case allow such sheds or workshops to remain more than 12 calendar months after the erection thereof shall have been commenced except with the consent of the Company their successors or assigns

And also will not excavate for making Brick or sale any gravel, stone, clay, marl or other material of any kind whatsoever upon any lot without the consent in writing of the Company their successors or assigns

And also will not build or use or permit to be built or used on any lot any house as an Hotel, Tavern, Public House or Beer House or carry on or suffer to be carried on any manufacture or Trade upon any lot without the consent of the Company their successors or assigns

And also will not build or permit to be built or cause to be built any Houses of less than the minimum cost (exclusive of stabling) and in the following places respectively (that is to say) The Rowley Bank Villas Single House £525 Two semi detached Houses £900 - In Saint John's Road Villas Single House £625 Two semi detached Houses £1050 - In Crescent Road Villas Single House £375 Two semi detached Houses £700 - In Crescent Road Single House £450 and in Lawn Road Single House £450

Provided that in calculating the cost of building any House it shall be taken to be the amount of the net first cost in labor and materials alone exclusive of ordinary decoration and be estimated by the Surveyor of the Company their successors or assigns having regard to current prices at the time when the Plan and elevations shall be submitted for approval in manner hereinafter mentioned

And also will not erect or permit to be erected any building whatsoever on any lot unless and until the plan and elevations shall have been approved by the surveyor for the time being of the Company their successors assigns

And also will completely finish all buildings to be erected on any lot within such time from the commencement thereof as the Company their successors or assigns shall require

And also will not erect or permit to be erected on the ground at the rear of each messuage or dwellinghouse on any lot any building whatsoever except Stables outhouses and offices necessary for the convenient occupation thereof but will use such ground as a garden or pleasure ground only

And also will construct proper cesspits on their respective lots and also sufficient drains therefrom to the main sewer

And also will pay to the Company their successors or assigns their respective proportions of the costs and expenses which may be incurred by the Company their successors or assigns in repairing or cleaning the roads backroads footpaths and main sewers on or under the Rowley Hall Estate until the repair thereof shall be undertaken by the public authorities such proportion to be adjusted by the Surveyor of the Company their successors or assigns with reference to the values and prices of the lots

And whereas if formed part of the scheme of said Liquidator and he made it a condition as to lots-numbered on the said plan 16 to 37 both inclusive or lots lettered C.D.E.F.G.H and I - on the plan sold previous to the Company going into liquidation

It was agreed that the owners and occupiers for the time being thereof should have in common the use and enjoyment of the pleasure grounds and gardens laid out on the triangular piece of land delineated on the said plan and lying between the Crescent Road, Lawn Road and Avenue Road subject to such regulations as should be established by or with the consent of a majority in value (estimated by the original allotment value or purchase money) of the owners for the time being of the said lots A to P inclusive and lots numbered 16 to 37 (both inclusive) and for the purpose of keeping the said pleasure grounds and gardens properly planted and in a proper state

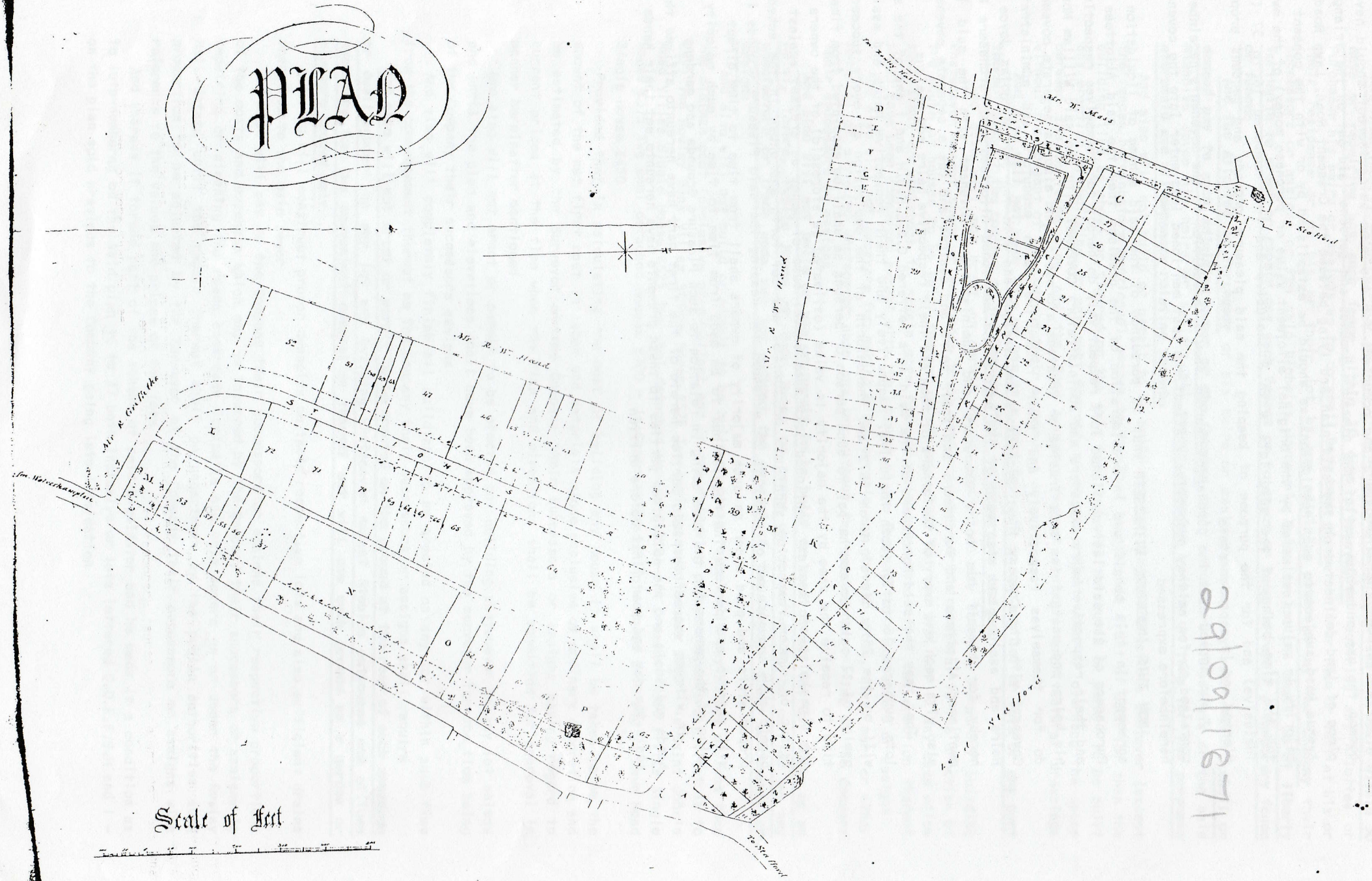
It was agreed that the purchasers thereof should in addition to the covenants hereinbefore contained so far as they respectively affect the last mentioned lots enter into the covenants hereinbefore expressed

NOW THIS INDENTURE WITNESSETH that in pursuance of the said scheme of liquidation and agreement in this behalf and in consideration of the premises they the said Allottees and Purchasers of the said last mentioned lots respectively do hereby for themselves respectively and their respective heirs executors and administrators **COVENANT** with the said William Morgan his heirs and assigns (as such Trustee or Trustees aforesaid) And also as separate covenants do for themselves respectively and their respective heirs executors and administrators Covenant with the Company their successors and assigns and with the said Nicholas Joyce his heirs and assigns and also each of the said lasts mentioned Allottees and Purchasers **DOTH** hereby for himself his heirs executors and administrators Covenant with the said last mentioned Allottees and Purchasers and their heirs and assigns and (as a separate covenant) also with each and every of the others of them and their respective heirs and assigns

That they the said Purchasers of the said lots lettered C,D,E,F,G,H and I and of the said lots numbered 16 to 37 (both inclusive) respectively and their respective heirs and assigns will on the 25th day of March 1872 and thenceforth at the expiration of every succeeding period of 12 calendar months pay to such person or persons as shall be appointed from time to time to receive the same by the majority in value (estimated as aforesaid) of the owners for the time being of the last mentioned lots such annual sums of money as are set against the letter or number respecting such lots or lots as are set forth and shown in the schedule hereto such annual sums of money to be expended for keeping the said Pleasure Grounds in a proper state and good order as such majority of owners shall from time to time direct And will observe and perform the regulations to be made from time to time by such majority in value of the owners for the time being in relation to such Pleasure Grounds and gardens

In witness whereof the said parties hereto of the first part have hereunto affixed their hands and seals and the said other parties to these presents have hereunto set their hands and seals the day and year first before written

PLAN



29/9/1671