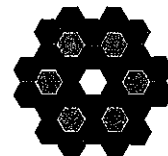


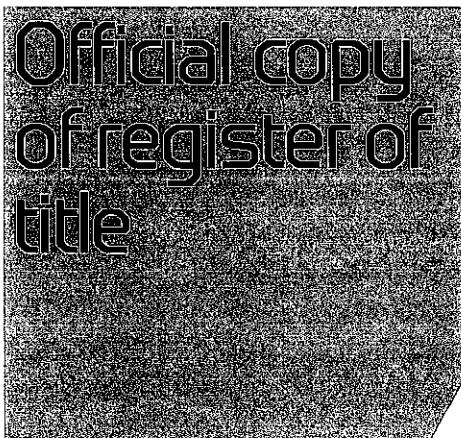
**Original Land Register  
for house in area Aii**

Note that it is believed that all houses in area Aii had the same Land Registration from the builders but it is possible that some houses may have had minor variations.

An Un-Redacted confidential copy of this document is held by Posol's Managing Agent under file reference:  
M-H-TitleReg-Aii.pdf



Area Aii



Title number [REDACTED]

Edition date 02 11 1998

- This official copy shows the entries on the register of title on 23 MAR 2018 at 13:58:07.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Mar 2018.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Weymouth Office.

### A: Property Register

This register describes the land and estate comprised in the title.

Area Aii

#### PORTSMOUTH

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being [REDACTED] Port Solent, Cosham, Portsmouth, and garage.
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 18 November 1988 referred to in the Charges Register.
- 3 The Transfer dated 28 November 1988 referred to above contains provisions as to light or air, boundary structures and other matters.

### B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

#### Title absolute

- 1 [REDACTED] Proprietor(s): [REDACTED] Port Solent, Cosham, Portsmouth.
- 2 RESTRICTION: Except under an order of the Registrar no transfer by the proprietor of the land is to be registered without the consent of Posol Residents Management Company Limited of Crown House, Kingston Road, New Malden, Surrey.

### C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Transfer of the land tinted blue on the filed plan and other land dated 31 July 1987 made between (1) Portsmouth City Council (Transferor) (2) Arlington Securities PLC (Developer) and (3) Higgs and Hill Homes Limited (Purchaser) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.

## C: Charges Register continued

- 2 A Transfer of the land tinted pink on the filed plan and other land dated 30 December 1987 made between (1) Portsmouth City Council (Transferor) (2) Arlington Securities PLC (Developer) and (3) Higgs and Hill Homes Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 The land is subject to the following rights reserved by the Transfer dated 30 December 1987 referred to above:-

EXCEPTING AND RESERVING unto the Transferor and to the Developer and to all other persons entitled thereto the rights and easements contained in the Second Schedule

### THE SECOND SCHEDULE

#### Rights and Easements Reserved

.....

2. The right of access to the parts of the Property adjacent to the Marina Containment at all times between the hours of 9.00 a.m. and 6.00 p.m. on at least three days' written notice (save in the case of emergency) to the owner or occupier of that part of the Property that is affected thereby for the purposes of ensuring that the Purchaser and its successors in title have fully observed and performed the obligations on its and their respective parts set out in the Third Schedule hereto relating to Marina Containment

3. The right of support at all times for the Marina Containment as now enjoyed from the Property."

NOTE: The Marina Containment referred to adjoins the north western boundary of the land in this title. The Third Schedule referred to is set out in the schedule of restrictive covenants hereto.

- 4 A Transfer of the land in this title dated [REDACTED] 1988 made between (1) Higgs and Hill Homes Limited and (2) [REDACTED] contains restrictive covenants.

NOTE: Copy in Certificate.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 31 July 1987 referred to in the Charges Register:-

"2. THE PURCHASER hereby covenants with the Transferor and as a separate covenant with the Developer so as to benefit the remainder of the land comprised in the title above mentioned at the date hereof and so as to bind the Property and each and every part thereof and every successor in title to the Purchaser into whosoever hands the same may come as set out in the Fourth Schedule Provided always that the Purchaser and its successors in title for the time being of the Property or the part or parts thereof affected by such covenants shall be under no continuing liability under such covenants after it or they shall have parted with all interest in the Property or the part or parts thereof so affected as aforesaid

3. IT IS HEREBY AGREED and declared:-

(a) that the expressions "the Transferor" and "the Developer" include (where the context so permits or requires) any company or person ("the Marina Lessee") for the time being holding from the Transferor or its successors in title a lease of the Marina ("the Marina") presently under construction at Port Solent on land comprised in Title No.HP269426 to whom the benefit of enforcement of the covenants restrictions and stipulations shall expressly be assigned to the intent that the same may be enforced by the Marina Lessee (in addition to the Transferor and the Developer) such covenants restrictions and stipulations being imposed inter alia for the benefit of the Marina and for the protection of the support and integrity and to provide for the maintenance of the piling walls and other method of construction of the

## Schedule of restrictive covenants continued

Marina ("Marina Containment")

(b) wherever in the Fourth Schedule hereto reference is made to the consent of the Developer the covenant in question shall be satisfied by obtaining the consent of the Marina Lessee alone."

"5. It is hereby agreed and declared that the provisions of S.52 Town & Country Planning Act 1971 and S.33 Local Government (Miscellaneous Provisions) Act 1982 shall apply to the covenants herein contained in favour of the Transferor and in particular but without prejudice to the generality of the foregoing the covenants contained in the Fourth Schedule hereto

### "THE FOURTH SCHEDULE

(Restrictive and Other Covenants)

.....

6. The Purchaser and its successors in title shall not alter the external appearance or elevations of any dwellings and ancillary buildings when built without the prior approval of the Transferor and the Developer (such approvals not to be unreasonably withheld or delayed)

.....

8. The Purchaser shall not use the Property otherwise than for residential purposes and for uses ancillary thereto and in particular no shops or offices shall be constructed nor shall any buildings be used on any part of the Property for any commercial or industrial purpose

9. Not at any time to install or permit the installation of electric or similar transmitters or receivers or machinery which materially interfere with the telegraphic telephonic radio or television communications operated from time to time by or on behalf of the Marina Lessee

10. The Purchaser and its successors in title shall indemnify the Transferor and the Developer and all others entitled thereto against all claims demands actions proceedings losses and costs occasioned or resulting from any breach non-observance or non-performance of any of the covenants obligations or restrictions on the part of the Purchaser contained in this Schedule.

2 The following are details of the covenants contained in the Transfer dated 30 December 1987 referred to in the Charges Register.

"2. THE PURCHASER hereby covenants with the Transferor and as a separate covenant with the Developer so as to benefit the remainder of the land comprised in the title above mentioned at the date hereof and so as to bind the Property and each and every part thereof and every successor in title to the Purchaser into whosoever hands the same may come as set out in the Third Schedule Provided always that the Purchaser and its successors in title for the time being of the Property or the part or parts thereof affected by such covenants shall be under no continuing liability under such covenants after it or they shall have parted with all interest in the Property or the part or parts thereof so affected as aforesaid

3. IT IS HEREBY AGREED and declared:-

(a) that the expressions "the Transferor" and "the Developer" include (where the context so permits or requires) any company or person ("the Marina Lessee") for the time being holding from the Transferor or its successors in title a lease of the Marina ("the Marina") presently under construction at Port Solent on land comprised in Title No.HP269426 to whom the benefit of enforcement of the covenants restrictions and stipulations shall expressly be assigned to the intent that the same may be enforced by the Marina Lessee (in addition to the Transferor and the Developer) such covenants restrictions and stipulations being imposed inter alia for the benefit of the Marina and

## Schedule of restrictive covenants continued

for the protection of the support and integrity and to provide for the maintenance of the piling walls and other method of construction of the Marina ("Marina Containment")

(b) wherever in the Third Schedule hereto reference is made to the consent of the Developer the covenant in question shall be satisfied by obtaining the consent of the Marina Lessee alone."

4. It is hereby agreed and declared that the provisions of S.52 Town & Country Planning Act 1971 and S.33 Local Government (Miscellaneous Provisions) Act 1982 shall apply to the covenants herein contained in favour of the Transferor and in particular but without prejudice to the generality of the foregoing the covenants contained in the Third Schedule hereto

### "THE THIRD SCHEDULE

#### (Restrictive and Other Covenants)

1. The following covenants affect land within the Property which abuts Marina Containment shown on the said plan:-

(a) no tree or shrub the eventual height of which exceeds or is likely to exceed 3 metres shall be planted or maintained within 5 metres of the waterside face of the Marina Containment

(b) no building of any nature or foundations or other works of construction shall be permitted within 7 metres of the waterside face of the Marina Containment Provided always that this shall not preclude the Purchaser or its successors in title from constructing and maintaining Firstly garages (including the foundations and footings thereof but subject always to sub-clause (c) of this clause and clause 5 on the Third Schedule) within such part of the Property in the positions shown on the said plan No.AR 106 (Revision A) so long as the method of construction is approved by the Developer (such approval not to be unreasonably withheld or delayed) and Secondly balconies (including walls supporting the same and footings thereof but subject always to sub-clause (c) of this clause and clause 5 of this Third Schedule) within such part of the Property so long as the method of construction is approved by the Developer (such approval not to be unreasonably withheld or delayed)

(c) nothing shall be done within 5 metres of the waterside face of the Marina Containment which could affect the integrity or stability of the Marina Containment (otherwise than with the consent in writing of the Developer) including but without prejudice to the generality of the foregoing:-

(i) the raising of the ground level above a level of +3.00m above ordnance datum

(ii) the stacking of materials on the ground

(iii) the driving or parking of any vehicle otherwise than on the sections of road referred to in Clause 6 of this Schedule and in accordance with the provisions of that clause

(iv) the installation of any plant or equipment

(v) the driving of any piles

(vi) the creation of a surcharge loading exceeding 10KN/M2 Provided always that the Purchaser and its successors in title shall not be precluded Firstly from constructing and maintaining the garages referred to in sub-clause (b) of this Clause in a proper manner and with a finished floor level not at any time exceeding +3.25 metres above Ordnance Datum and ensuring that at no time shall the garages be used otherwise than as domestic garages and precluding a surcharge loading within such garages exceeding 5KN/M2 and in any event not so as not to affect the integrity or stability of the Marina Containment and Secondly from installing using repairing and maintaining surface water drains within 5 metres of the waterside face of the Marina Containment in a proper manner and so as not to affect the integrity or stability

## Schedule of restrictive covenants continued

of the Marina Containment and provided further that no repair or maintenance work to such garages or drains shall be carried out within such area unless reasonable prior notice shall have been given to the Developer

(d) nothing shall be affixed to placed on or connected with the Marina Containment otherwise than with the prior consent of the Developer

.....

5. The Purchaser and its successors in title shall not alter the external appearance or elevations of any dwellings and ancillary buildings when built without the prior approval of the Transferor and the Developer (such approval not to be unreasonably withheld or delayed)

.....

7. The Purchaser shall not use the Property otherwise than for residential purposes and for uses ancillary thereto and in particular no shops or offices shall be constructed nor shall any buildings be used on any part of the Property for any commercial or industrial purpose

8. Not at any time to install or permit the installation of electric or similar transmitters or receivers or machinery which may materially interfere with the telegraphic telephonic radio or television communications operated from time to time by or on behalf of the Marina Lessee

9. The Purchaser and its successors in title shall indemnify the Transferor and the Developer and all others entitled thereto against all claims demands actions proceedings losses and costs occasioned or resulting from any breach non-observance or non-performance of any of the covenants obligations or restrictions on the part of the Purchaser contained in this Schedule.

NOTE: The Marina Containment referred to adjoins the north western boundary of the land in this title.

**End of register**