

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

Note that it is believed that all houses in area C 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-C.pdf



Official copy of register of title

Title number HF [redacted] Edition date 21.04.2010

- This official copy shows the entries on the register of title on 23 MAR 2018 at 14:04:50.
- 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

Area C

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

PORTSMOUTH

- (17.12.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being [redacted] Port *Area C* Solent, (PO6 4SS).
- (25.04.1996) The Transfer dated [redacted] 1996 referred to in the Charges Register contains the following provision:-
"The Transferor and the Transferee agree and declare as specified in Schedule 6.

Schedule 6

(1) An agreement and declaration to the effect that the Transferee and the persons deriving title under it shall not become entitled whether by implication prescription or otherwise to any easement or right of light or air or to any other easement or right (save for those specifically granted in Schedule 1 of this Transfer) which would or might restrict or interfere with the free use by the Transferor or any person deriving title under it of the Retained Land or any part or parts thereof for building or any other purposes

(2) An agreement and declaration to the effect that nothing contained or implied in this Transfer shall operate to give the Transferee the right to prevent the Transferor or its successors in title from disposing of any part of the Retained Land free from any or all of the covenants referred to in Schedule 4 of this Transfer or from altering the mode of laying out any part of the Retained Land or the number and area of the plots thereon"

- (23.12.1997) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 27 June 1997 referred to in the Charges Register.
- (23.12.1997) The Transfer dated [redacted] 1997 referred to above contains provisions as to light or air and boundary structures.
- (02.11.1998) A new filed plan with an amended extent has been prepared.

Title number HP [REDACTED]

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: [REDACTED]
Tintagel way, Port Solent, Portsmouth PO6 4SS.
- 2 [REDACTED] 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 in this title and other land dated 30 September 1988 made between (1) Arlington Securities Plc (Developer) (2) Portsmouth City Council (Transferor) and (3) Higgs and Hill Homes Limited (Purchaser) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.
- 2 By a Deed dated 1 August 1990 made between (1) Portsmouth City Council (Transferor) (2) Higgs and Hill Homes Limited (Purchaser) and (3) Arlington Securities Plc (Developer) the covenants contained in the Transfer dated 30 September 1988 referred to above were varied. Details of the terms of variations are set out in the schedule of restrictive covenants hereto.
- 3 (25.04.1996) A Transfer of the land in this title and other land dated 28 March 1996 made between (1) Higgs & Hill Homes Limited (Transferor) and (2) Crest Homes (Southern) Limited (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (23.12.1997) A Transfer of the land in this title dated [REDACTED] 1997 made between (1) Crest Homes (Southern) Limited (2) Posol Residents Management Company Limited and (3) [REDACTED] contains restrictive covenants.

NOTE 1: The covenants in the Charges Register of the Transferors title referred to therein are set out on the register of this title so far as they affect the land in this title

NOTE 2: Original filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 30 September 1988 referred to in the Charges Register:-

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 successors 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 with all interest in the Property or the part or parts thereof so affected as aforesaid

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") at Port Solent on land comprised in Title No. [REDACTED] to whom the benefit of

Schedule of restrictive covenants continued

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 Marina ("Marina Containment")

(b) whenever 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

THE THIRD SCHEDULE

(Restrictive and other Covenant)

1. The following covenants affect land within the property which abuts the 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 or construction shall be permitted within 7 metres of the waterside face of the Marina Containment

(c) nothing shall be done within 5 metres of the Waterside face of the Marina Containment which could affect the integrity of 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 +3.00 m above ordnance datum

(ii) the stacking of materials on the ground

(iii) the driving of parking of any vehicle

(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 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 of the Marina Containment and provided further that no repair or maintenance work to such drains within 5 metres of the Waterside face of the Marina Containment in a proper manner and so as not to affect the integrity of or stability of the Marina Containment and provided further that no repair or maintenance work to such 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

2. (a) The Purchaser shall carry out substantial screening planting and landscaping to and shall not permit any construction work of any nature other than underground drains and service supply pipes wires and cables within the Residential Landscaping and shall forever after maintain the same to a suitably high standard and to the reasonable satisfaction of the Transferor and of the Developer

(b) The Purchaser shall grass and thereafter maintain the Service Strip (both before and after adoption thereof in accordance with S.142 Highways Act 1980) keeping the same well and regularly mowed and in good heart

3. The Purchaser shall provide and at all times thereafter maintain in respect of the aforesaid surface water outfalls from the Property

Schedule of restrictive covenants continued

adequate and properly constructed pipes thereto and gullies and/or manholes with oil and grease separators and shall not dump or permit to escape from the Property any material spoil waste machinery or other thing to or onto any adjoining or adjacent property or into the Marina (other than reasonably clean surface water which shall have passed through the oil separators herein referred to)

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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 approvals not to be unreasonably withheld or delayed)

6. 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

7. 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.

NOTE: The land in this title forms part of the Property referred to The Residential Landscaping is the area adjoining Port Way.

2 The following are details of the terms of the variations contained in the Deed dated 1 August 1990 referred to in the Charges Register:-

It is hereby agreed and declared and the provisions of the Principal Deed shall henceforth be read and construed as follows:-

1.1 Clause 2 (a) of the Third Schedule to the Principal Deed shall not preclude the Purchaser or its successors in title from erecting and maintaining to the standard provided for in the said Clause 2(a) within the Residential Landscaping the garages fencing and other structures

1.2 Clause 1(b) and Clause 1(c) of the Third Schedule to the Principal Deed shall not preclude the Purchaser or its successors in title from

1.2.1 constructing and maintaining balconies (including walls supporting the same and footings thereof but subject always to sub clause (c) of Clause 1 and Clause 5 of the Third Schedule to the Principal Deed) within seven metres of the waterside face of the Marina Containment so long as the method of construction is approved by the Developer (such approval not to be unreasonably withheld or delayed).

NOTE: The Principal Deed referred to is the Transfer dated 30 September 1988 referred to above.

3 The following are details of the covenants contained in the Transfer dated 28 March 1996 referred to in the Charges Register:-

"The Transferee so as to bind the Property and each and every part of it and to benefit the Retained Land and each and every part of it covenants with the Transferor that the Transferee will at all times observe and perform the covenants restrictions and stipulations specified in Schedule 4.

SCHEDULE 4

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(5) Not to do or permit to be done in or upon the Property any act or thing which shall be or become a nuisance to the Transferor or to its successors in title but this covenant will not preclude the Transferee from carrying out building operations on the Property in a reasonable

Title number HP [REDACTED]

Schedule of restrictive covenants continued

and responsible manner

(6) Not to carry or permit to be carried out any works of excavations or other works on the Property in such a manner as adversely to affect the stability of or the support to the Retained Land or any part thereof".

NOTE: The land in this title formed part of the Property referred to. The Retained Land referred to is the remainder of the Transferor's estate at Port Solent North Harbour.

End of register