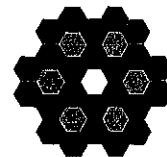


**Original Land Register  
for house in area D**

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



**Official copy  
of register of  
title**

Title number H[REDACTED]

Edition date 22 02 2018

- This official copy shows the entries on the register of title on 23 MAR 2018 at 14:08:27.
- 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.

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, Portsmouth (PO6 [REDACTED])
- 2 (27.09.1995) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 25 August 1995 referred to in the Charges Register.
- 3 (27.09.1995) The Transfer dated 25 August 1995 referred to above contains provisions as to light or air and boundary structures.

## 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] Coverack way, Port Solent, Portsmouth PO6 4SX.
- 2 (27.09.1995) 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.
- 3 (22.02.2018) The proprietor's address for service has been changed.

## 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 1 May 1990 made between (1) Arlington Securities PLC (Developer) (2) Portsmouth City Council (Transferor) and (3) Higgs and Hill Homes Limited

### C: Charges Register continued

(Purchaser) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.

- 2 (27.09.1995) A Transfer of the land in this title dated 25 August 1995 made between (1) Higgs and Hill Homes Limited (2) Posol Residents Management Company Limited and (3) [REDACTED] contains restrictive covenants.

NOTE: Original filed.

### Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 1 May 1990 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. HP343441 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 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)

.....  
..

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

8. The Purchaser and its successors in title shall indemnify the Transferor and the Developer and all others entitled thereto against

Title number HP [REDACTED]

## Schedule of restrictive covenants continued

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.

End of register