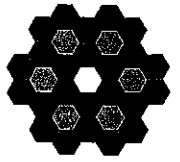


**Original Land Register  
for house in area E**

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



Official copy  
of register of  
title

Title number [REDACTED]

Edition date 08.06.2007

- This official copy shows the entries on the register of title on 23 MAR 2018 at 14:11:18.
- 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 E*

PORTSMOUTH

- 1 (14.08.1997) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being [REDACTED] Port Solent, North Harbour (PO6 4UF).
- 2 (14.08.1997) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated [REDACTED] 1997 referred to in the Charges Register.
- 3 (14.08.1997) The Transfer dated 9 May 1997 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 (24.03.1998) PROPRIETOR: [REDACTED] ryher Island, Port Solent, North Harbour, Portsmouth
- 2 (14.08.1997) 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 (24.03.1998) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

### 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 August 1990 made between (1) Arlington Securities PLC (Developer) (2) Portsmouth

### C: Charges Register continued

City Council (Transferor) and (3) Higgs and Hill Homes Limited (Purchaser) contains details of which are set out in the schedule of restrictive covenants hereto.

- 2 By a Deed of Variation dated 22 July 1996 made between (1) Portsmouth City Council (2) Higgs & Hill Homes Limited (H&H) and (3) Premier Marinas Limited covenants contained in the Transfer dated 1 August 1990 referred to above were varied. Details of the terms of the variation are set out in the schedule of restrictive covenants hereto.
- 3 (14.08.1997) A Transfer of the land in this title dated [REDACTED] 1997 made between (1) Swan Hill Homes 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 1 August 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)

- 1. The following covenants affect land within the Property which abuts the Marina Containment

(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

### Schedule of restrictive covenants continued

thereof but subject always to sub-clause (c) of this clause and clause 5 of the Third Schedule) within such part of the Property in the positions shown on the said plan 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 +3.00 metres above Ordnance Datum
- (ii) the stacking of materials on the ground
- (iii) the driving or parking of any vehicle ..... and (2) on the causeway .....
- (iv) the installation of any plant or equipment
- (v) the driving of any piles
- (iv) 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 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 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

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

3. The Purchaser shall carry out to the reasonable satisfaction of the Transferor and maintain substantial landscaping where appropriate to the internal parts of the Property

.....  
..

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

## Schedule of restrictive covenants continued

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 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: For Garages referred to see Deed dated 22 July 1996 below.

2 The following are details of the terms of the variation contained in the Deed dated 22 July 1996 referred to in the Charges Register:-

"the Council and Premier hereby confirm and it is hereby agreed and declared that clauses 1(b) and 1(c) of the Third Schedule of the Principal Deed shall be and are hereby carried so as to permit H&H and its successors in title to construct and maintain the part of the said sub-station and the parts of the garages (including the foundations and footings thereof) in the positions shown coloured pink on the plan annexed hereto provided that the said sub-station and garages are constructed in such a manner as not to affect the integrity or stability of the Marina Containmentment

2. The Council and Premier hereby severally covenant with H&H that they have full power to vary the said covenants in manner hereinbefore mentioned

3. Save as hereby varied the provisions of the Principal Deed shall remain in full force and effect."

NOTE 1: The Principal Deed referred to is that dated 1 August 1990 referred to in the Charges Register

NOTE 2: Copy filed under HP329594.

End of register