

# OFFICE COPY OF REGISTER ENTRIES

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Issued on 4 January 2002.

This title is dealt with by the **Portsmouth District Land Registry**.

## HM Land Registry

Title Number : **HP329594**



Edition Date : 23 September 1999

### A: Property Register

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

#### PORTSMOUTH

1. (17 December 1984) The **Freehold** land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the east side of West Bund Road.
2. The land edged and numbered 1 in yellow on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 31 July 1987 referred to in the Charges Register:-

"SUBJECT TO the rights and other matters set out in the First Schedule

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

#### THE FIRST SCHEDULE

Rights and Other matters to Which the Property is Subject

- 1 Public pedestrian access at all times save during restricted periods due to constructional activities over the West Bund Road (shown on the said plan) to the Lock (shown on the said plan)
- 2 The entitlement of British Gas Plc (pursuant to the arrangements made between the Developer and British Gas Plc prior to the date hereof) to
  - (a) a right of way for British Gas Plc or their assigns or successors at all times with or without vehicles and equipment to and from the gas governor (shown on the said plan) over such route thereto within the Property as shall be reasonably commodious and shall provide full and free access to the gas governor and

## A: Property Register continued

rights of access thereto) such pipes wires and cables as may be laid to and from the gas governor under the easement strip (shown on the said plan)

### THE SECOND SCHEDULE

#### Rights and Easements Granted

- 1 A right of way in common with the Transferor and the Developer and all others entitled thereto at all times and for all purposes with or without vehicles over and along the Perimeter Road (shown on the said plan) linking the Property with the public highway until the same is adopted as a public highway
- 2 A right to use all drains sewers watercourses pipes wires cables and other services now laid or passing on or through or under the Transferor's land adjoining the Property or hereafter during the period of eighty years commencing with the date hereof which shall be the perpetuity period applicable hereto to be laid on under or through the Transferor's land adjoining the Property and capable in each case of benefitting the Property insofar as such drains sewers watercourses wires cables and other services are designed to serve the Property including (so far as necessary) the right to connect into such gas electricity foul drainage telephone and water services at locations to be agreed from time to time with the relevant statutory authority
- 3 A right to install and thereafter use and maintain drains sewers watercourses pipes wires cables and other services so far as may be reasonably necessary in connection with the development of the Property under the adjoining Transferor's land being Housing Area A(ii) shown on the plan the routes of which are to be approved from time to time by the Transferor and the Developer (such approvals not to be unreasonably withheld or delayed) and the Purchaser shall in applying for any such approval first deposit plans relating to the intended exercise of such right with the Transferor and the Developer SUBJECT TO the Transferor and the Developer and their respective successors in title to the said land and each and every part thereof being fully and effectively indemnified against any loss damage claim or demand suffered as a result of any failure by the Purchaser to make good the surface of the land following exercise of the said right
- 4 The right subject as set out in Clause 4 of the Fourth Schedule to drain surface water from the Property into the Marina through the surface water drainage outlets shown on the plan
- 5 The right to surface water drainage from the West Bund Road to the existing outfall to the sea until adoption thereof

### THE THIRD SCHEDULE

#### Rights and Easements Reserved

- 1 A right of access for the Transferor and the Developer to the Residential Landscaping (shown on the said plan) for the purpose of maintaining the same at the cost of the Purchaser (or its successors in title) if there shall be default in so maintaining by the Purchaser (or its successors in title)
- 2 A right of way over the West Bund Road (shown on the said plan) until adoption as a public highway for access at all times to the Tidal Revetment and to the Lock and Lock Gates (each shown on the said plan) with or without vehicles machinery and equipment for the purpose of construction renewal replacement repair maintenance or inspection thereof

## A: Property Register continued

3 The right to install and thereafter use and maintain drains sewers watercourses pipes wires cables and other services to benefit the remainder of the land comprised in the title above mentioned at the date hereof beneath the West Bund Road or its designated footpath area subject to the Purchaser and its successors in title to the Property being fully and effectively indemnified against any loss damage claim or demand suffered as a result of any failure by the Transferor the Developer or other person exercising the said right to make good the surface of the West Bund Road or its designated footpath area following the exercise of such right

4 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 purpose 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 Fourth Schedule hereto relating to the Marina Containment

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

NOTE:- West Bund Road and the Perimeter Road are similarly shown on the filed plan. The Lock and Lock Gates, gas governor, gas easement strip and surface water drainage outlets are edged and numbered 2 in yellow, tinted brown, hatched brown and shown by black arrows respectively on the filed plan. The Housing Area A(ii) and Residential Landscaping are edged and numbered 3 in yellow and tinted blue respectively on the filed plan. The fourth Schedule referred to is set out in the Schedule of restrictive covenants hereto.

3. The land edged and numbered 3 in yellow on the filed plan has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 30 December 1987 referred to in the Charges Register:-

"TOGETHER WITH the rights and easements set out in the First Schedule 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 FIRST SCHEDULE

#### Rights and Easements Granted

1 A right of way in common with the Transferor and the Developer and all others entitled thereto at all times and for all purposes with or without vehicles over and along the Perimeter Road (shown on the said plan) linking the Property with the public highway until the same is adopted as a public highway

2 A right to use all drains sewers watercourses pipes wires cables and other services now or laid or passing on or through or under the Transferor's land adjoining the Property or hereafter during the period of eighty years commencing with the date hereof which shall be the perpetuity applicable hereto to be laid on under or through the Transferor's land adjoining the Property and capable in each case of benefitting the Property insofar as such drains sewers watercourses wires cables and other services are designed to serve the Property including (so far as necessary) the right to connect into such gas electricity foul drainage telephone and water services locations to be agreed from time to time with the relevant statutory authority

## A: Property Register continued

3 A right to install and thereafter use and maintain drains sewers watercourses pipes wires and other services so far as may be reasonably necessary in connection with the development of the Property under the adjoining Transferor's land being Housing Area B lying to the east of the Property the routes of which are to be approved from time to time by the Transferor and the Developer (such approvals not to be unreasonably withheld or delayed) and the Purchaser shall in applying for any such approval first deposit plans relating to the intended exercise of such right with the Transferor and the Developer SUBJECT TO the Transferor and the Developer and their respective successors in title to the said land and each and every part thereof being fully and effectively indemnified against any loss damage claim or demand suffered as a result of any failure by the Purchaser to make good the surface of the land following exercise of the said right

4 The right subject as set out in Clause 3 of the Third Schedule to drain surface water from the Property into the Marina through the surface water drainage outlets shown on the plan

### THE SECOND SCHEDULE

1 A right of access for the Transferor and the Developer to the Residential Landscaping (shown on the said plan) for the purposes of maintaining the same at the cost of the Purchaser (or its successors in title) if there shall be default in so maintaining by the Purchaser (or its successors in title)

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 purpose 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 the Marina Containment

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

NOTE:- The Perimeter Road is similarly shown on the filed plan. The surface water drainage outlets are shown by blue arrows on the filed plan. The Residential Landscaping is tinted mauve on the filed plan. The Third Schedule referred to is set out in the schedule of restrictive covenants hereto.

4. The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
5. The land edged and lettered K in red on the filed plan added to the title on 14 December 1988.
6. The land edged and lettered K in red on the filed plan has the benefit of the following rights granted by but is subject to the following exceptions and reservations contained in the Transfer dated 30 September 1988 referred to in the Charges Register:-

TOGETHER WITH the rights and easements set out in the First Schedule 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



## A: Property Register continued

### Rights and Easements Granted

- 1 A right of way in common with the Transferor and the Developer and all others entitled thereto at all times and for all purposes with or without vehicles over and along the Perimeter Road, (shown on the said plan) linking the Property with the public highway until the same is adopted as a public highway
- 2 A right to use all drains sewers watercourses pipes wires cables and other services now laid or passing on or through or under the period of eighty years commencing with the date hereof which shall be the perpetuity period applicable hereto to be laid on under or through the Transferor's land adjoining the Property and capable in each case of benefitting the Property insofar as such drains sewers watercourses wires cables and other services are designed to serve the Property including (so far as necessary) the right to connect into such gas electricity foul drainage telephone and water services at locations to be agreed from time to time with the relevant statutory authority
- 3 A right to install and thereafter use and maintain drains sewers watercourses pipes wires cables and other services so far as may be reasonably necessary in connection with the development of the Property under the adjoining Transferor's land being Housing Area D lying to the east of the Property the routes of which are to be approved from time to time by the Transferor and the Developer (such approvals not to be unreasonably withheld or delayed) and the Purchaser shall in applying for any such approval first deposit plans relating to the intended exercise of such rights with the Transferor and the Developer SUBJECT TO the Transferor and the Developer and their respective successors in title to the said land and each and every part thereof being fully and effectively indemnified against any loss damage claim or demand suffered as a result of any failure by the Purchaser to make good the surface of the land following exercise of the said right
- 4 The right subject as set out in Clause 3 of the Third Schedule to drain surface water from the Property into the Marina through the surface water drainage outlets shown on the plan

### THE SECOND SCHEDULE

#### Rights and Easements Reserved

- 1 A right of access for the Transferor and the Developer to the Residential Landscaping (shown on the said plan) for the purposes of maintaining the same at the cost of the Purchaser (or its successors in title) if there shall be default in so maintaining by the Purchaser (or its successors in title)
- 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 rights of support at all times for the Marina Containment as now enjoyed from the Property.

NOTE:- The Perimeter Road referred to is shown on the filed plan. The surface water drainage outlets are shown by blue arrows on the filed plan. The residential landscaping is tinted mauve on the filed plan. The

## A: Property Register continued

third schedule referred to is set out in the Schedule of restrictive covenants annexed to the Charges Register.

7. By a Deed dated 1 August 1990 referred to in the Charges Register the extent of the Residential Landscaping referred to in the Transfer dated 30 September 1988 referred to above was varied and is now shown edged and numbered 1,2 and 3 in mauve on the filed plan.
8. The land edged and lettered L and M in red on the filed plan added to the title on 8 February 1991.
9. The land edged and lettered L and M in red on the filed plan is not included in the Transfers dated 31 July 1987, 30 December 1987 and 30 September 1988 referred to above.
10. The land edged and lettered L in red on the filed plan has the benefit of the rights granted by but is subject to the rights reserved by the Transfer thereof dated 1 May 1990 referred to in the Charges Register in identical terms to those in the Transfer dated 30 September 1988 referred to above except Clause 3 of the First Schedule is omitted.

NOTE:- The Perimeter Road referred to is shown on the filed plan. The surface water drainage outlets are shown by blue arrows on the filed plan. The residential landscaping is tinted mauve on the filed plan. The third schedule referred to is set out in the Schedule of restrictive covenants annexed to the Charges Register. The Transferors land referred to is land adjoining to the south registered under title no. HP343441 the Property referred to is the said land edged and lettered L in red on the filed plan.

11. The land edged and lettered M in red on the filed plan has the benefit of the rights granted by but is subject to the rights reserved by the Transfer thereof dated 1 August 1990 referred to in the Charges Register in identical terms to those in the Transfer dated 30 September 1988 referred to above except Clause 2 and 3 of the First Schedule and Clause 1 of the Second Schedule were omitted.

NOTE:- The Perimeter Road referred to is shown on the filed plan. The surface water drainage outlets referred to are shown by blue arrows on the said filed plan.

12. The land has the benefit of the following rights reserved by the Transfer dated 28 March 1996 referred to in the Charges Register:-

"There is excepted and reserved to the Transferor for the benefit of the Retained Land and each part of it and all others authorised by the Transferor the rights specified in Schedule 2

### SCHEDULE 2

(1) The right to lay a surface water sewer through the part of the Property shown hatched green on the plan attached to this Transfer and to inspect maintain repair or renew such sewer

(2) The right of free and uninterrupted passage and running of water from the Retained Land through the said surface water sewer

(3) The right for the Transferor and its successors in title to enter onto the part of the Property shown hatched green on the plan attached to this Transfer with or without workmen materials and specialist services so far as is reasonably necessary for the purpose of exercising the rights hereby reserved the person or persons exercising such right causing as little damage as reasonably practicable in so doing and making

## A: Property Register continued

good any damage caused

(4) All rights of support now enjoyed or intended to be enjoyed by the Retained Land or any part or parts thereof from the Property."

13. The land edged and numbered 5,6 and 7 in yellow on the filed plan no longer affects the land in this title and the relevant entry has been cancelled.
  14. The filed plan has been amended as to the Southern boundary of the land edged and numbered HP516037 in green.
  15. The land edged and lettered N in red on the filed plan restored to the title on 22 May 1998.
  16. In addition to the land edged and numbered in green on the filed plan the electricity box and meter cupboard of the Part numbered 1 in blue on the filed plan have been removed under title PM138.
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## 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. (23 September 1999) **PROPRIETOR:** POSOL RESIDENTS MANAGEMENT COMPANY LIMITED (Co Regn No 2279323) of Western House, Moor Lane, Staines, Middlesex.
  2. 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.
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## C: Charges Register

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

1. An Agreement dated 19 December 1985 made between (1) Portsmouth County Council and (2) Arlington Securities Limited relates to the development and subsequent disposal of the land.
2. The land is subject to the following rights granted by a Transfer of the land tinted pink on the filed plan dated 31 March 1987 made between (1) Portsmouth City Council (Transferor) (2) Capital & Counties Plc and (3) Arlington Securities Plc:-

"TOGETHER WITH the rights and easements set out in the Second Schedule

**C: Charges Register continued**

.....

2 The right to use all existing drains sewers watercourses pipes wires cables and other services laid or passing on through or under the Transferor's land adjoining the Property and capable of benefitting the Property insofar as such drains sewers watercourses wires cables and other services are designed to serve the Property including (so far as necessary) the right to link into such gas electricity drainage telephone and water services."

3. A Transfer of the land edged and numbered 1 in yellow on the filed plan 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.

4. The Transfer dated 31 July 1987 referred to above contains the following covenant to transfer the land tinted brown on the filed plan to British Gas Plc:-

"In consideration of the covenants on the part of the parties herein contained the Purchaser covenants with the Transferor and with the Developer to transfer the land on which the gas governor is to be situated shown on the said plan to British Gas Plc at its request without payment of consideration therefor."

NOTE:- The gas governor is tinted brown on the filed plan.

5. A Transfer of the land edged and numbered 3 on the filed plan 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.

6. The estate roads and common parts are subject to rights of way.

7. The land is subject to rights in respect of water soil gas and electricity supply services and other services.

8. A Transfer of the land edged and lettered K in red on the filed plan 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.

9. The parts of the land affected thereby are subject to the following rights granted by a Transfer of land edged and numbered HP392439 in green on the filed plan dated 21 September 1989 made between (1) Higgs and Hill Homes Limited (Transferor) and (2) The Southern Electricity Board (Transferee):-

"TOGETHER WITH the rights set out in the Schedule hereto

THE SCHEDULE before referred to

FULL RIGHT AND LIBERTY for the Transferee its servants workmen and others authorised by it to pass and repass at all times and for all purposes with or without vehicles and equipment over and along the land or way coloured brown on the said plan and over and along the roads and ways on the Transferor's adjoining development comprised in the title above mentioned until such time as the same shall be taken over and become maintainable at the public expense Together with FULL RIGHT AND LIBERTY for the Transferee its servants workmen and others authorised by it to lay

## C: Charges Register continued

use and thereafter from time to time inspect maintain repair relay supplement and remove lines for the transmission and distribution of electricity and the necessary ducts pipes and other apparatus appurtenant thereto in and under the said land or way coloured brown and in and under the land or way coloured green and the said roads and ways until such time as aforesaid And for any of the last mentioned purposes to enter upon such pieces of land coloured brown and green and the said roads and ways and to break up and excavate so much thereof as from time to time may be necessary the Transferee causing as little damage as may be in the exercise of the said rights and making good any such damage occasioned thereby".

The said Transfer also contains the following covenants by the Transferor:-

"THE Transferor with intent to bind the land comprised in the title above mentioned and every part thereof into whosoever hands the same may come and for the benefit and protection of the land hereby transferred and of the electric lines referred to in the Schedule hereto HEREBY COVENANTS with the Transferee for itself and its successors in title as follows:-

(a) Not at anytime hereafter to erect or construct any building wall fence or structure or plant any tree or shrub on or over the said electric lines and

(b) Not at anytime hereafter to do or suffer to be done anything whereby the cover of soil over or support of the said electric lines shall be altered or which may interfere with or prevent the free access to the said electric lines more difficult or expensive or which may cause damage to the said electric lines".

NOTE: The land coloured brown and coloured green referred to are cross-hatched blue and hatched brown respectively on the filed plan.

10. The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered HP406706 in green on the filed plan dated 30 March 1990 made between (1) Higgs and Hill Homes Limited (Transferor) (2) Michael Rickard Anthony Hughes and Equity & Law Home Loans Limited (First Grantor) (3) Michael Sheldon Dover and Valerie Jean Dover (Second Grantor) and (4) The Southern Electricity Board (Transferee):-

"The Transferor as beneficial owners hereby grant to the Transferee the rights set out in the Schedule hereto

THE SCHEDULE before referred to

FULL RIGHT AND LIBERTY for the Transferee its servants workmen and others authorised by it to pass and repass at all times and for all purposes with or without vehicles and equipment over and along the land or way coloured brown on the said plan and over and along the roads and ways on the Transferor's adjoining development comprised in Title Number HP329594 until such time as the same shall be taken over and become maintainable at the public expense Together with FULL RIGHT AND LIBERTY for the Transferee its servants workmen and others authorised by it to lay use and thereafter from time to time inspect maintain repair relay supplement and remove lines for the transmission and distribution of electricity and the necessary ducts pipes and other apparatus appurtenant thereto in and under the said land or way coloured brown and in and under the land or way coloured green and the said roads and ways until such time as aforesaid And for any of the last mentioned purposes to enter upon such pieces of land coloured brown and green and the said roads and ways and to break up and excavate so much thereof as from time to time may be

## C: Charges Register continued

necessary the Transferee causing as little damage as may be in the exercise of the said rights making good any such damage occasioned thereby"

The said Transfer also contains the following covenants by the Grantors:-

"THE Transferor the First Grantor and the Second Grantor with intent to bind the land comprised in Title No. HP329594 Title No. HP375551 and Title No. HP368198 respectively and every part thereof into whosoever hands the same may come and for the benefit and protection of the land hereby transferred and of the electric lines referred to in the Schedule hereto HEREBY COVENANT with the Transferee for themselves and their successors in title as follows but with the effect that the covenanting parties shall not be liable in respect of any breach arising from the acts or defaults of any other party hereto:-

(a) Not at any time hereafter to erect or construct any building wall fence or structure or plant any tree or shrub on or over the said electric lines and

(b) Not at any time hereafter to do or suffer to be done anything whereby the cover of soil over or support of the said electric lines shall be altered or which may interfere with or prevent the free access to the said electric lines by the Transferee or render access to the said electric lines more difficult or expensive or which may cause damage to the said electric lines"

NOTE: The land coloured brown referred to is edged and numbered 1 in orange on the filed plan and the land coloured green referred to is hatched orange on the filed plan so far as it affects the land in this title.

11. 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 the variation are set out in the schedule of restrictive covenants hereto.
12. A Transfer of the land edged and lettered L in red on the filed plan dated 1 May 1990 made between (1) Arlington Securities PLC (the Developer) (2) Portsmouth City Council (Transferor) and (3) Higgs and Hill Homes Limited (Purchaser) contains covenants in identical terms to those contained in the Transfer dated 30 September 1988 details of which are set out in the schedule of restrictive covenants hereto except for Clauses 1(b) 1(vi) and 2 which are substituted. Details of the substitution are set out in the schedule hereto.
13. A Transfer of the land edged and lettered M in red on the filed plan dated 1 August 1990 made between (1) Arlington Securities PLC (the Developer) (2) Portsmouth City Council (Transferor) and (3) Higgs and Hill Homes Limited (Purchaser) contains covenants in identical terms to those contained in the Transfer dated 1 May 1990 referred to above except for Clause 1(c)(iii) which is substituted. Details of the substitution is set out in the schedule hereto.
14. The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered HP508906 in green on the filed plan dated 14 November 1995 made between (1) Higgs and Hill Homes Limited (Transferor) and (2) Southern Electric Plc (Company):-

"TOGETHER WITH the rights set out in the Schedule hereto



## C: Charges Register continued

THE SCHEDULE before referred to

FULL RIGHT AND LIBERTY for the Company its servants workmen and others authorised by them (in common with the Transferor and all other persons entitled to the like rights) to pass and repass at all times and for all purposes with or without vehicles and equipment over and along the land coloured brown on the Plan and over and along the roads and ways on the Transferor's adjoining development comprised in the title above mentioned (being roads and ways that are intended to be adopted) until such time as the same shall be taken over and become maintainable at the public expense Together with FULL RIGHT AND LIBERTY for the Company its servants workmen and others authorised by them (in common as aforesaid) to lay use and thereafter from time to time inspect maintain repair relay supplement and remove cables for the transmission and distribution of electricity and the necessary ducts pipes and other apparatus appurtenant thereto (in this Deed referred to collectively as "the Cables") in and under the land in the position shown (as near as may be) coloured green on the Plan and in and under the said roads and ways until such time as aforesaid And for any of the last mentioned purposes to enter thereon and to break up and excavate so much thereof as from time to time may be necessary the Company causing as little damage as may be in the exercise of the said rights and making good any such damage occasioned thereby."

NOTE:- The land coloured green referred to is edged and numbered 8 and 9 in yellow on the filed plan.

The said Transfer also contains the following covenants by the Transferor:-

"THE Transferor with intent to bind the land comprised in the title above mentioned and every part thereof into whosoever hands the same may come and for the benefit and protection of the Property and of the Cables referred to in the Schedule hereto HEREBY COVENANTS with the Company for itself and its successors in title as follows:-

(a) not at anything hereafter to erect or construct any building wall fence or structure or plant any tree or shrub on or over or in the land coloured green on the Plan; and

(b) not at anytime hereafter to do or suffer to be done anything whereby the cover of soil over or support of the Cables shall be altered or which may interfere with or prevent the free access to the Cables by the Company or render access to them more difficult or expensive or which may cause them damage."

15. The parts of the land affected thereby are subject to the following rights granted by a Deed dated 5 January 1996 made between (1) Higgs & Hill Homes Limited (The Owner) and (2) Souther Water Services Limited (Southern Water):-

the Owner from the date that the sewer constructed under the Agreement is adopted as a public sewer pursuant to the Agreement or otherwise hereby grants and confirms unto Southern Water with full title guarantee:-

(a) full right and liberty for Southern Water its servants and agents at all times and with or without vehicles plant machinery and apparatus upon giving twenty-four hours prior written notice to the Owner except in an emergency when no prior notice need be given to enter upon the land six metres in width shown edged pink on the attached plan (hereinafter called "the Pink Land") as required for the purpose of maintaining altering renewing inspecting cleansing and repairing the Sewer with all necessary manholes valves surface boxes marker posts pillars fittings and apparatus appurtenant thereto (which sewer and ancillary fixtures and cables are

## C: Charges Register continued

hereinafter collectively called "the Works") and

(b) full right at all times to the uninterrupted passage and running of surface water through the Sewer

TO HOLD the said rights and liberties unto Southern Water in fee simple

The said Deed also contains the following restrictive covenants by the Grantor:-

The Owner hereby covenants with Southern Water from the date that the sewer constructed under the Agreement is adopted as a public sewer pursuant to the Agreement or otherwise for the benefit and protection of the works and Southern Water's undertaking and so as to bind the Pink Land into whosoever hands the same shall come not to do or suffer or permit to be done upon the Pink Land or any part thereto any act or thing which might cause or is likely to cause damage or injury to the Works or prevent hinder or obstruct access by Southern Water to the Works in accordance with the terms of this grant and the Owner will take all reasonable precautions to prevent such damage or injury and in particular but without prejudice to the generality of the foregoing the Owner will not:-

(a) place or install or suffer or permit to be placed or installed in over or upon any part of the Pink Land any sewers pipes drains wires ducts cables or anything of a like nature without the previous written consent of Southern Water

(b) erect or suffer or permit to be erected upon the Pink Land any building wall or structure or permanent apparatus of any type whatsoever but this clause shall not prohibit the erection of plot boundary walls or fences roads and footpaths shown on the approved Drawing Number 2796/0B/41 attached hereto

(c) plant or suffer or permit to be planted upon Pink Land any tree or shrub or construct thereon any rock garden or other like landscaping works

(d) place or use or suffer or permit to be placed or used upon the Pink Land any machinery or vehicles or goods or materials of a heavy nature likely to affect or cause interference or disturbance to the Works

(e) materially reduce or increase the depth of soil above the Works nor lessen or in any way interfere with the support afforded to the Works by the surrounding soil including minerals without the written consent of Southern Water.

NOTE:-The Pink Land referred to is edged and numbered 5 and 6 in mauve on the filed plan.

16. By a Deed of Variation dated 13 March 1996 made between (1) Portsmouth City Council and (2) Higgs & Hill Homes Limited and (2) Premier Marinas Limited covenants contained in the Transfers dated 30 September 1988 and 1 May 1990 referred to above were varied. Details of the terms of the variation are set out in the Schedule of Restrictive Covenants hereto.
17. A Transfer of the land edged and numbered HP516037 in green on the filed plan dated 28 March 1996 made between (1) Higgs & Hill Homes Limited (Transferor) and (2) Crest Homes (Southern) Limited (Transferee) contains the following covenants by the Transferor:-

"The Transferor so as to bind the Retained Land and each and every part of it and to benefit the Property and each and every part of it covenants

## C: Charges Register continued

with the Transferee that the Transferor will at all times observe and perform the covenants restrictions and stipulations specified in Schedule 5

### SCHEDULE 5

(1) Not to erect or permit to be erected on the Retained Land a total of more than 360 houses or (if any flats are built on the Retained Land) 363 houses and flats unless permitted to do so by Port Solent Limited and Portsmouth City Council or their respective successors in title

(2) Not to grow or permit to be grown any trees shrubs or hedges on or beyond the Strip or erect or permit to be erected any fences or structures on or beyond the Strip or do or permit to be done anything on or beyond the Strip which might obstruct sight lines according with the local highway authority's requirements at the junction of the roadway which the Transferee is to construct on the Property and the Estate Road

(3) As Landowner and at the expense of the Transferee to enter into (and procure that its successors in title enter into) any agreement under Section 38 of the Highways Act 1980 for the adoption of the roadways within the Property if the local highway authority requires the owner of the Strip and/or the part of the Retained Land coloured brown and hatched red on the plan attached to this Transfer to enter into such agreement to give covenants to such authority in respect of sight lines and other like matters and for the transfer of the freehold interest in the Strip and the land coloured brown and hatched red or any part of it to such authority in order to procure that the roadways within the Property are adopted"

The following definitions apply:

"RETAINED LAND" means the freehold land (other than the Property) at Port Solent North Harbour Portsmouth Hampshire being the remainder of the land originally comprised in the above title number "STRIP" means the strip of land approximately two metres in width shown coloured brown and hatched red on such plan)

"STRIP" means the strip of land approximately two metres in width shown coloured brown on the plan attached to this Transfer (but excluding from the Strip the land coloured brown and hatched red on such plan)

"ESTATE ROAD" means the roadway shown coloured yellow on the plan attached to this Transfer (and for the removal of doubt the expression excludes any pavement alongside the same.

*NOTE:-Copy Plan in Certificate.*

18. The land is subject to the following rights granted by the Transfer dated 28 March 1996 referred to above:-

"The Transferor grants to the Transferee for the benefit of the Property and each part of it and all others authorised by the Transferee the rights specified in Schedule 1

### SCHEDULE 1

(1) The right from construction to base course level until adoption for the Transferee and its successors in title at all times by day or night to pass and repass with or without motor vehicles to or from the Property over the Estate Road (but not over the Strip) for all purposes connected with the use and enjoyment of the Property

## C: Charges Register continued

- (2) The right for the Transferee and its successors in title at all times by day or night to pass and repass on foot over the Strip for all purposes connected with the use and enjoyment of the Property
  - (3) The right to lay a gas main to serve the Property under the northern part of the Strip
  - (4) The right of free and uninterrupted passage and running of water sewage gas electricity telephone cable television and other services or supplies to or from the Property through such of the drains wires pipes and cables now laid or which may during the perpetuity period be laid in or under the Retained Land which are intended to serve the Property
  - (5) All rights of support as at present enjoyed by the Property or any part or parts thereof from the Retained Land
  - (6) A right to enter the Estate Road and any parts of the Retained Land adjoining the Estate Road which are reasonably requisite to complete the construction maintenance or repair of the Estate Road and/or any service media which should have been constructed or maintained or repaired by the Transferor or the said gas main."
19. 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.
20. The parts of the land affected thereby are subject to the following rights granted by a Deed dated 24 July 1996 made between (1) Higgs & Hill Homes Limited (Owner) and (2) Southern Water Services Limited (Southern Water):-

the Owner hereby grants and confirms unto Southern Water:-

(a) full right and liberty for Southern Water its servants and agents at all times and with or without vehicles plant machinery and apparatus upon giving twenty-four hours prior notice to the Owner except in an emergency when no prior notice need be given to enter upon the land six metres in width shown coloured pink on drawing number 23053/0B/6F annexed hereto (hereinafter called "the Pink Land") as required for the purpose of maintaining altering renewing inspecting cleansing the Sewer with all necessary manholes valves surface boxes marker posts pillars fittings and apparatus (which sewer and ancillary fixtures and cables are hereinafter collectively called "the Works") and

(b) full right at all times to the uninterrupted passage and running of surface water through the Sewer

The said Deed also contains the following covenants by the Owner:-

The Owner hereby covenants with Southern Water that the sewers are adopted as public sewers for the benefit and protection of the works and Southern Water's undertaking and so as to bind the Pink Land into whosoever hands the same shall come not to do or suffer or permit which might cause or is likely to cause damage or injury to the Works or prevent hinder or obstruct access by Southern Water to the Works in accordance with the terms of this grant and the Owner will take all reasonable precautions to prevent such damage or injury and in particular but without prejudice to the generality of the foregoing the Owner will not:-

## C: Charges Register continued

over or upon any part of the Pink Land any sewers pipes drains wires ducts cables or anything of a like nature without the previous written consent of Southern Water

(b) erect or suffer or permit to be erected upon the Pink Land any building wall or structure or permanent apparatus of any type whatsoever

(c) plant or suffer or permit to be planted upon the Pink Land any tree or shrub nor construct thereon any rock garden or other like landscaping works

(d) place or use or suffer or permit to be placed or used upon the Pink Land any machinery or vehicles or goods or materials of a heavy nature likely to affect or cause interference or disturbance to the Works

(e) materially reduce or increase the depth of soil above the Works nor lessen or in any way interfere with the support afforded to the Works by the surrounding soil including minerals without the written consent of Southern Water.

NOTE :-The pink land referred to is edged and numbered 7 in mauve on the filed plan.

21. The parts of the land affected thereby are subject to the following rights granted by a Transfer of the land edged and numbered HP522246 in green on the filed plan dated 8 August 1996 made between (1) Higgs & Hill Homes Limited and (2) Southern Electric Plc:-

"TOGETHER WITH the rights set out in the Schedule hereto

THE SCHEDULE before referred to

FULL RIGHT AND LIBERTY for the Company its servants workmen and others authorised by them (in common with the Transferor and all other persons entitled to the like rights) to pass and repass at all times and for all purposes with or without vehicles and equipment over and along the land coloured brown and brown hatched black on the Plan and over and along the roads and ways on the Transferor's adjoining development comprised in the title above mentioned (being roads and ways that are intended to be adopted) until such time as the same shall be taken over and become maintainable at the public expense Together with FULL RIGHT AND LIBERTY for the Company its servants workmen and others authorised by them (in common as aforesaid) to lay use and thereafter from time to time inspect maintain repair relay supplement and remove cables for the transmission and distribution of electricity and the necessary ducts pipes and other apparatus appurtenant thereto (in this Deed referred to collectively as "the Cables") in and under the land in the position shown (as near as may be) coloured green and brown hatched black on the Plan and in and under the said roads and ways until such time as aforesaid And for any of the last mentioned purposes to enter thereon and to break up and excavate so much thereof as from time to time may be necessary the Company causing as little damage as may be in the exercise of the said rights and making good any such damage occasioned thereby."

The Deed contains the following covenants by the Vendor:

"THE Transferor with intent to bind the land comprised in the title above mentioned and every part thereof into whosoever hands the same may come and for the benefit and protection of the Property and of the Cables referred to in the Schedule hereto HEREBY COVENANTS with the Company for itself and its successors in title as follows:-



## C: Charges Register continued

mentioned and every part thereof into whosoever hands the same may come and for the benefit and protection of the Property and of the Cables referred to in the Schedule hereto HEREBY COVENANTS with the Company for itself and its successors in title as follows:-

(a) not at anytime hereafter to do or suffer to be done anything whereby the cover of soil over or support of the Cables shall be altered or which may interfere with or prevent the free access to the Cables by the Company or render to them more difficult or expensive or which may cause them damage: and

(b) not at anytime hereafter to erect or construct any building wall fence or structure or plant any tree or shrub on or over or in the land coloured green and brown hatched black on the Plan."

NOTE:-The land coloured brown referred to is tinted orange on the filed plan the land coloured brown hatched black referred to is cross hatched brown and the land coloured green referred to is hatched pink on the filed plan.

22. The parts of the land affected thereby are subject to the following rights granted by a Deed dated 22 October 1996 made between (1) Higgs & Hill Homes Limited and (2) Southern Water Services Limited:-

"the Grantor with full title guarantee grants to the Company from the date that the sewer is adopted as a public sewer pursuant to the Section 104 Agreement or otherwise the following perpetual easements rights powers and privileges ("the right(s))":

1 The right of using inspecting reconstructing replacing enlarging lining relaying maintaining cleansing repairing improving and managing the sewer in through under over or upon the pink land

2 The right at any time and at all times with or without vehicles materials plant machinery apparatus employees contractors and others to enter upon and pass and repass along the pink land and to maintain reasonable markers indicating the pink land and/or the sewer and the right to excavate and temporarily tip soil on land adjoining the pink land as necessary or desirable SUBJECT TO levelling out when the excavations are completed and removing any surplus sub soil and making good the pink land to the satisfaction of the Grantor

3 The right at all times to the uninterrupted passage of foul and surface water through the sewer

4 The right (without any liability to pay compensation) to remove any trees hedged or shrubs growing in the pink land and any buildings walls fences or other structures built thereon save for those walls and structures shown on the Plan numbered 1A annexed hereto and in the exercise of such rights the Company shall not cause unreasonable damage and shall make good so far as practicable any damage caused and shall re-erect reasonable fences marking the boundaries of land PROVIDED ALWAYS THAT no compensation will be paid for cutting off any encroaching roots for breaking pavings or damaging surfaces

5 The right to erect any necessary temporary fencing or other barrier for so long as shall be necessary to enjoy the rights."

The said Deed also contains the following covenants by the Grantor:

"6 The Grantor to the intent that the burden of this covenant may run with the pink land and so as to bind the pink land whosoever hands the same may come and every part thereof and to benefit and protect the



## C: Charges Register continued

Company's sewerage undertaking and each and every part thereof but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor shall have parted with all interest in the land in respect of which such breach shall occur HEREBY COVENANTS with the Company that the Grantor will at all times hereafter observe perform and enforce the following restrictive and other covenants in respect of the pink land as follows:

- (a) Not to use the pink land or the adjoining land so as to put at risk or damage the sewer or any manhole or chamber or other accessory on the sewer or to interfere with the rights
- (b) Not to erect any buildings walls or other structure on the pink land other than roads parking areas walls footpaths driveways and reasonable fences marking the boundaries of land shown on the Plan numbered 1A annexed hereto and not to carry out any other development thereon
- (c) Not to lay or permit to be laid in over or upon the pink land any sewers drains pipes conduits cables wires or similar thing without the prior written consent of the Company
- (d) Not to use the pink land except for agricultural or residential garden purposes or as open space or for roads parking areas footpaths and services
- (e) Not to plant trees hedges shrubs or non-boundary fences on the pink land except as shown on the Plan numbered 1A annexed hereto
- (f) Not to alter the original level of the surface of the pink land
- (g) Not to cover or obscure any manhole cover or chamber or other accessory which relates to or which lies over the sewer in the pink land without the consent of the Company
- (h) Not to allow any piling operation in the pink land without the consent of the Company
- (i) To advise any tenant or lessee of the pink land or any part thereof of the existence of the sewer and of this Deed."

NOTE 1:-The pink land referred to is edged and numbered 5 in blue on the filed plan.

NOTE 2:-The sewer referred to is shown by a blue broken line on the filed plan so far as affect the land in this title.

NOTE 3:-No further details of the Section 104 Agreement have been supplied.

- 23. The land edged and lettered N in red on the filed plan formed part of Conveyance 1 May 1990 referred to above.
- 24. The parts of the land affected thereby are subject to the following rights granted by a Deed of Grant dated 20 May 1998 made between (1) Swan Hill Homes Limited and (2) Crest Homes (South East) Limited (Grantors) and (2) Southern Water Services Limited (Company):-:-

"the Grantor with full title guarantee grants to the Company from the date that the sewer is adopted as a public sewer pursuant to the Section 104 Agreement or otherwise the following perpetual easements rights powers and privileges ("the right(s))":-

## C: Charges Register continued

lining relaying maintaining cleansing repairing improving and managing the sewer in through under over or upon the pink land

2 The right at any time and at all times with or without vehicles materials plant machinery apparatus employees contractors and others to enter upon and pass and repass along the pink land and to maintain reasonable markers indicating the pink land and/or the sewer and the right to excavate and temporarily tip soil on land adjoining the pink land as necessary or desirable SUBJECT TO levelling out when the excavations are completed and removing any surplus sub soil

3 The right at all times to the uninterrupted passage of foul and surface water through the sewer

4 The right (without any liability to pay compensation or to return the surface of the pink land) to remove any trees hedges or shrubs growing in the pink land and any buildings walls fences or other structures built thereon and in the exercise of such rights the Company shall not cause unreasonable damage and shall make good so far as practicable any damage caused and shall re-erect reasonable fences marking the boundaries of land PROVIDED ALWAYS THAT no compensation will paid for cutting off any encroaching roots for breaking pavings or damaging surfaces

5 The right to erect any necessary temporary fencing or other barrier for so long as shall be necessary to enjoy the rights."

The said Deed also contains the following covenants:-"

"The Grantor to the intent that the burden of this covenant may run with the pink land and so as to bind the pink land into whosoever hands the same may come and every part thereof and to benefit and protect the Company's sewerage undertaking and each and every part thereof but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor shall have parted with all interest in the land in respect of which such breach shall occur HEREBY COVENANTS with the Company that the Grantor will at all times hereafter observe and perform and enforce the following restrictive and other covenants in respect of the pink land as follows:-

(a) Not to use the pink land or the adjoining land so as to put at risk or damage the sewer or any manhole or chamber or other accessory on the sewer or to interfere with the rights

(b) Not to erect any buildings walls or other structure on the pink land other then roads driveways and reasonable fences marking the boundaries of land and not to carry out any other development thereon

(c) Not to lay or permit to be laid in over or upon the pink land any sewers drains pipes conduits cables ducts wires or similar thing without the prior written consent of the Company

(d) Not to use the pink land except for agricultural or residential garden purposes or as open space or for roads and services

(e) Not to plant trees hedges shrubs or non-boundary fences on the pink land

(f) Not to alter the original level of the surface of the pink land

(g) Not to cover or obscure any manhole cover or chamber or other accessory which relates to or which lies over the sewer in the pink land

## C: Charges Register continued

consent of the Company

(i) To advise any tenant or lessee of the pink land or any part thereof of the existence of the sewer and of this Deed"

NOTE:-The pink land referred to is shown edged and numbered 5 in brown on the filed plan so far as it affects the land in this title.

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## 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 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

6 The Purchaser so as to bind its successors in title to the Property hereby covenants with the Developer to observe and perform the covenants set out in the Fifth Schedule hereto."

## Schedule of Restrictive Covenants continued

### (Restrictive and Other Covenants)

1 To maintain the West Bund Road in good repair and condition until the same be adopted as a public highway provided that until such adoption the Developer shall be responsible for remedying any damage which may be caused to the West Bund Road by vehicles and equipment in connection with the carrying out of works to the Lock or the Lock Gates

2 The following covenants affect the 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 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 balconies (including walls supporting the same but subject always to sub-clause (c) of this clause and clause 6 of this Fourth 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

(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 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 effect the integrity or stability of the Marina Containment and provided 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 or placed on or connected with the Marina Containment otherwise than with the prior consent of the Developer

3 (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 and cables within the Residential Landscaping (provided always that this shall not preclude the Purchaser or its successors in title from erecting and maintaining to the standard set out below with the Residential Landscaping the garages fencing and other structures in the location and to the dimensions indicated on Drawing No 2 annexed hereto) and shall forever after maintain the same to the suitably high standard and to the

## Schedule of Restrictive Covenants continued

reasonable satisfaction of the Transferor and of the Developer

(b) The Purchaser shall grass the thereafter maintain the Service Strip (both before and after the adoption thereof) keeping the same well and regularly mowed and in good heart

4 The Purchaser shall provide and at all times thereafter maintain in respect of the aforesaid surface water outfalls from the Property adequate and property 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 which shall have passed through the oil separators herein referred to)

5 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

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)

7 With regard to the section of road to be constructed adjacent to the Marina Containment (shown on the said plan) the Purchaser shall construct the same and shall use its best endeavours to have the same adopted in such a way the surcharge loading shall not at any time exceed 10KN/M2 within 5 metres of the Marina Containment. Thus whether adopted or not this section of road shall not be widened nor shall heavy construction or commercial vehicles be entitled to access thereto and the same shall be prevented by the use of bollards limiting the axle load/width of vehicles at either end of such section of road and the Purchaser shall maintain adequate signs at either end to assist the observance and performance of this paragraph

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.

### THE FIFTH SCHEDULE

#### Transitional Covenants

1 To surface and landscape but not thereafter to maintain at a time and in a manner and to the specification agreed with the Developer the Land North of the Lock (shown on the said plan) at the latest prior to the flooding of the Marina

2 The Purchaser shall only erect dwellings and ancillary buildings on

## Schedule of Restrictive Covenants continued

the Property strictly in accordance with general and layout plans and drawings (but not the specifications or details constructional drawings of each dwelling) previously approved by the Developer in writing (such approval not to be unreasonably withheld or delayed)."

NOTE 1:- The Marina Containment is that between the points A, B and C on the filed plan. The Residential Landscaping is tinted blue on the filed plan. The Service Strip is hatched blue on the filed plan. The surface water outfalls are shown by black arrows on the filed plan. The section of road adjacent to the Marina Containment is hatched yellow on the filed plan. The land to the north of the Lock is edged and numbered 4 in yellow on the filed plan.

NOTE 2:-Copy of drawing No 2 in Certificate. Copy of drawing No 2 filed.

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 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.

- 5 The Purchaser so as to bind its successors in title to the Property hereby covenants with the Developer to observe and perform the covenants set out in the Fourth Schedule hereto EXECUTED by the parties the day and year first before written."



## Schedule of Restrictive Covenants continued

### (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 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 the 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 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 to effect 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 or placed on or connected with the Marina Containment otherwise than with the prior consent of the Developer

## Schedule of Restrictive Covenants continued

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 (provided always that this shall not preclude the Purchaser or its successors in title from erecting and maintaining to the standard set out below within the Residential Landscaping the garages fencing and other structures in the location and to the dimensions indicated on Drawing No 2 annexed hereto) 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 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 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)

4 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 With regard to those sections of road to be constructed adjacent to the Marina Containment (shown on the said plan) the Purchaser shall construct the same and shall use its best endeavours to have the same adopted in such a way that the surcharge loading shall not at any time exceed 10KN/M2 within 5 metres of the Marina Containment. Thus whether adopted or not such sections of road shall not be widened nor shall heavy construction or commercial vehicles be entitled to access thereto and the same shall be prevented by the use of bollards limiting the axle load/width of vehicles at either end of such sections of road and the Purchaser shall maintain adequate signs at either end to assist the observance and performance of this paragraph

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 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.

## Schedule of Restrictive Covenants continued

### Transitional Covenants

1 The Purchaser shall only erect dwellings and ancillary buildings on the Property strictly in accordance with general and layout plans and drawings on each dwelling) previously approved by the Developer in writing (such approval not to be unreasonably withheld or delayed.)"

NOTE 1:- The Marina Containment is that between the points C, D, E, F, G and H on the filed plan. The positions of the garages shown on plan AR106 (Revision A) are tinted yellow on the filed plan. The Residential Landscaping is tinted mauve on the filed plan. The Service Strip is hatched mauve on the filed plan. The surface water outfalls are shown by blue arrows on the filed plan. The section of the roads adjacent to the Marina Containment are edged and numbered 1,2,3 and 4 in brown on the filed plan.

NOTE 2:-Copy drawing No 2 in Certificate. Copy drawing No 2 filed.

3. 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 HERE 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 Purchaser so as to bind its successors in title to the Property hereby covenants with the Developer to observe and perform the covenants set out in the Fourth Schedule hereto

### 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:-

## Schedule of Restrictive Covenants continued

to exceed 3 metres shall be planted or maintained within 5 metres of the waterside face of the Marina Containmentment.

(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 Containmentment

(c) nothing shall be done within 5 metres of the Waterside face of the Marina Containmentment which could affect the integrity or stability of the Marina Containmentment (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 Containmentment in a proper manner and so as not to affect the integrity or stability of the Marina Containmentment and provided further that no repair or maintenance work to such drains within 5 metres of the Waterside face of the Marina Containmentment in a proper manner and so as not to affect the integrity of or stability of the Marina Containmentment 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 Containmentment 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 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)

4. 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

## Schedule of Restrictive Covenants continued

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 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.

### THE FOURTH SCHEDULE

#### Transitional Covenants

The Purchaser shall only erect dwellings and ancillary buildings on the Property strictly in accordance with general and layout plans and drawings (but not the specifications or detailed constructional drawings of each dwelling) previously approved by the Developer in writing (such approval not to be unreasonably withheld or delayed).

4. The following are details of the covenants contained in the Deed dated 1 August 1990 referred to in the Charges Register:-

It is hereby agreed and declared and the provision 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 (shown on the Plan) the garages fencing and other structures in the location and to the dimensions indicated on the drawing number 54:603 annexed to this Deed and in this regard and also with regard to paragraph 1 of the Second Schedule to the Principal Deed the new Plan supersedes the plan annexed to the Principal Deed

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) and

1.2.2 driving vehicles across the causeway referred to in Clause 1.3 hereof

1.3 The restrictions in the Principal Deed affecting the area of land within the Property being the northern part of the causeway shown by



## Schedule of Restrictive Covenants continued

reference to the legend on the New Plan shall be and are hereby varied so as to enable the causeway shown on the New Plan (including the said part thereof within the Property) to be constructed and subsequently adopted by the local highway authority and so as to reflect the following restrictions on axle load/width of vehicles required in connection with such adoption namely:-

(a) HA loading (10KN/m<sup>2</sup>) plus a horizontal skidding load of 250KN applied at kerb level

(HB loading of 30 units (i.e. an abnormal load of 75KN)

(c) 25 units of HB loading on the footpath combined with a parapet collision load of 25KN

All applied in accordance with Part 2 of BS 5400

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

NOTE:-The Principal Deed referred to is the Transfer dated 30 September 1988 referred to in the Charges Register. The extent of the Residential Landscaping shown on the New Plan referred to is edged and numbered 1,2 and 3 in mauve on the filed plan. The causeway shown on the New Plan referred to is edged and numbered 4 in mauve on the filed plan.

5. The following are details of the terms of the substituted covenants contained in the Transfer dated 1 May 1990 referred to in the Charges Register:

1(b) no building of any nature or foundation 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 foundations and footings 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)

1(vi) the creation of a surcharge loading exceeding 10KN/M<sup>2</sup> 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/M<sup>2</sup> 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

(a) The Purchaser shall carry out substantial screening planting and landscaping to and shall not permit any construction work of any nature



## Schedule of Restrictive Covenants continued

other than underground drains and service supply pipes wires and cables within the Residential Landscaping (provided always that this shall not preclude the Purchaser or its successors in title from erecting and maintaining to the standard set out below within the Residential Landscaping the garages fencing and other structures in the location and to the dimensions indicated on Drawing No 54:604 annexed hereto) and shall forever after maintain the same to a suitably high standard and to the reasonable satisfaction of the Transferee and of the Developer

(b) The Purchaser shall grass and thereafter maintain the Service Strip (both before and after adoption thereof) keeping the same well and regularly mowed and in good heart

NOTE 1: The Marina Containment referred to is between the points marked N, P, Q, R, S, T in blue on the filed plan. The garages referred to are shown tinted yellow on the filed plan and the service strip referred to is hatched mauve on the filed plan.

NOTE 2: Copy of Plan Drawing No 54:604 referred to filed.

6. The following are details of the substituted covenants contained in the Transfer dated 1 August 1990 referred to in the Charges Register:-

1(c)(iii) the driving or parking of any vehicle otherwise than (1) on the sections of car parking referred to in Clause 5(a) of this Schedule and in accordance with the provisions of that clause and (2) on the causeway referred to in Clause 5(b) of this Schedule and in accordance with the provisions of that clause

.....  
5 (a) With regard to that section of car parking (described as road on the said plan) to be constructed adjacent to the Marina Containment (shown on the said plan) the Purchaser shall construct the same and shall use its best endeavours to have the same adopted in such a way that the surcharge loading shall not at any time exceed 10kN/M2 within 5 metres of the Marina Containment. Thus whether adopted or not neither heavy construction nor commercial vehicles shall be entitled to access thereto and the Purchaser shall maintain adequate and appropriate signs to assist the observance and performance on this paragraph

(b) The restrictions set out in this Schedule affecting the area of land within the Property being the causeway shown by reference to the legend on the said plan shall be and are hereby varied so as to enable the said causeway to be constructed and subsequently adopted by the vehicles required in connection with such adoption namely:-

(a) HA loading (10KN/m2) plus a horizontal skidding load of 250KN applied at kerb level

(b) HB loading of 30 units (i.e. an abnormal wheel load of 75KN)

(c) 25 units of HB loading on the footpath combined with a parapet collision load of 25KN All applied in accordance with part 2 of BS 5400

NOTE:-The Marina Containment referred to affects the external boundaries of the said land edged and lettered M in red on the filed plan, the garages referred to are shown tinted yellow on the filed plan, the 'road' referred to is hatched yellow and the causeway referred to is hatched yellow and the causeway referred to is that edged and numbered 4 in blue on the filed plan.

## Schedule of Restrictive Covenants continued

7. The following are details of the terms of the variation contained in the Deed dated 13 March 1996 referred to in the Charges Register:-

"NOW THIS DEED WITNESSES as follows:

1. In pursuance of the before-recited agreement and in consideration of the premises it is hereby agreed and declared that clause 2(a) of the Third Schedule of the First Principal Deed and clause 2(a) of the Third Schedule of the Second Principal Deed shall not preclude H&H or its successors in title from erecting and maintaining to the standard provided for in the said clauses 2(a) within the Residential Landscaping the garages fencing and other structures in the location and to the dimensions indicated on the plan marked "B" annexed hereto

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. The Council and Premier hereby respectively confirm their approval of the layout for the development of the Property as shown on the said plan marked "A"

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

NOTE :-The property referred to is edged and numbered HP516307 in green on the filed plan.

8. The following are details of the terms of the Deed 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 varied 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 Containment

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."

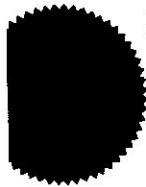
NOTE 1:-The Principal Deed referred to is that dated 1 August 1990 referred to in the Charges Register.

NOTE 2:-Copy Deed Plan filed.

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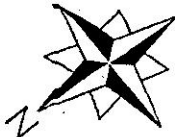
END OF REGISTER

NOTE: A date at the beginning of an entry is the date on which the entry was made in the Register.



SWAN HILL  
VIC 3356

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PORT SOLENT AREA E	
CONVEYANCE PLAN	
Scales 1:500	Checked
Drq.no. 050/15	Revision D Date Jun 96

