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Official copy of register of title

Title number HP516037

Edition date 09.01.2002

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- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 09 Jul 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Weymouth Office.

A: Property Register

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

PORTSMOUTH

- 1 (17.12.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the South West side of Port Way, Port Solent.

NOTE:-The land tinted green on the filed plan is not included in this title.

- 2 The land edged 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 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

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 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

A: Property Register continued

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 perform 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 is now known as Port Way. The surface water drainage outlets are shown by blue arrows on the filed plan. The third schedule referred to is set out in the Schedule of restrictive covenants hereto.

By the 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 no longer affects the land in this title.

3 The land edged blue on the filed plan has the benefit of the rights granted by but is subject to the rights reserved by the Transfer 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 now known as Port Way. The surface water drainage outlets are shown by blue arrows on the filed plan. The residential landscaping no longer affects the land in this title. 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 land edged blue on the filed plan forms part of the Property referred to.

4 (25.04.1996) The land has the benefit of the following rights granted by the Transfer dated 28 March 1996 referred to in the Charges Register:-

"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.

A: Property Register continued

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

(2) The right for the Transferee and its successors in title at all times by day or night to pass and re-pass 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 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."

The following definitions apply:

"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)

"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 on the plan attached to this Transfer (but excluding from the Strip of land coloured brown and hatched red on such plan)

NOTE: The title number referred to is HP329594.

5 (25.04.1996) The Transfer dated 28 March 1996 referred to in the Charges Register contains the following provision:-

"The Transferor and the Transferee agree and declare as specified in Schedule 6.

Schedule 6

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

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

(3) No easements or other rights shall be implied for the benefit of

A: Property Register continued

the Retained Land other than those expressly reserved in Schedule 2 of this Transfer."

- 6 (09.01.1997) 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.
- 7 (09.01.1997) Where Transfers of adjoining land include parts of the shared footpath rights of way are reserved thereover.
- 8 (09.01.2002) A new filed plan based on the latest revision of the Ordnance Survey Map has been prepared.

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 (25.04.1996) Proprietor: CREST NICHOLSON RESIDENTIAL (SOUTH EAST) LIMITED of Crest House, 39 Thames Street, Weybridge, Surrey KT13 8JG.
- 2 (25.04.1996) A Transfer dated 28 March 1996 made between (1) Higgs & Hill Homes Limited and (2) Crest Homes (Southern) Limited contains Transferees personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 28 March 1996 referred to in the Proprietorship Register:-

"The Transferee covenants with the Transferor but for the purpose of indemnity only that the Transferee will at all times observe the covenants referred to in Schedule 3 in so far as the same relate to or affect the Property and have not been already performed and observed and shall indemnify the Transferor in respect of any breach or non observance of non performance of such covenants in so far as aforesaid

Schedule 3

1. The covenants and stipulations which affect the Property and which are set out in the Charges Register of title number HP329594
2. The covenants contained in an Agreement dated 19th December 1985 made between Portsmouth City Council (1) and Arlington Securities Limited (2)
3. The covenants contained in the Deeds of Covenant dated 30th September 1988 and 1st May 1990 respectively and both made between the Transferor (1) and Portsmouth City Council (2)."

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 land lying to the North West of the land in this title dated 31 March 1987 made between (1) Portsmouth City Council (Transferor) (2) Capital & Counties Plc and (3) Arlington Plc:-

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

C: Charges Register continued

SECOND SCHEDULE

(Rights and Easements Granted)

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

4 A Transfer of the land edged yellow on the filed plan and other land dated 30 September 1988 made between (1) Arlington Securities Plc (Developer) (2) Portsmouth City Council (Transferor) and (3) Higgs and Hill Homes Limited (Purchaser) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.

5 A Transfer of the land edged blue on the filed plan and other land 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.

6 By a Deed dated 1 August 1990 made between (1) Portsmouth City Council (Transferor) (2) Higgs and Hill Homes Limited (Purchaser) and (3) Arlington Securities Plc (Developer) the covenants contained in the Transfer dated 30 September 1988 referred to above were varied. Details of the terms of variations are set out in the Schedule of restrictive covenants hereto.

7 (25.04.1996) By a Deed of Variation dated 13 March 1996 made between (1) Portsmouth City Council (Council) (2) Higgs and Hill Homes Limited (H&H) and (3) Premier Marinas Limited (Premier) the 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.

8 (25.04.1996) A Transfer of the land in this title and other land dated 28 March 1996 made between (1) Higgs & Hill Homes Limited (Transferor) and (2) Crest Homes (Southern) Limited (Transferee) contains the following covenants:-

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

SCHEDULE 4

(1) Not to erect or permit to be erected on the Property anything other than houses with garages and not to erect or permit to be erected more than seventy houses on the Property

(2) (a) Within fourteen days after demand to pay to the Transferor (to assist the Transferor's funding of Posol) the following sums:

(i) 60
414

of all maintenance expenditure attributable to the housing land at Port Solent (including the relevant percentage of the Port Solent Charge) described in Part II of Schedule V of the Standard Form Transfer (Provided that if the Transferee shall obtain planning permission for the erection of a greater number of houses on the Property than 60 and

C: Charges Register continued

shall commence the development authorised by such permission the above numerator shall be the greater number in lieu of 60) and

(ii) 42
330

of all maintenance expenditure attributable to the residential mooring areas at Port Solent (including the relevant percentage of the Port Solent Charge) described in Part II of the Second Schedule of the Standard Sub-Underlease

but the Transferee's liability to make any payment pursuant to sub-clause (i) above shall reduce by 1/414 upon completion of the sale of each house on the Property and the liability to make any payment pursuant to sub-clause (ii) above shall reduce by 1/330 upon completion of a sub-underlease of each part of the Mooring Area Provided always that the Transferee will have no liability pursuant to the provisions of this clause in respect of any period subsequent to the date upon which the last to be sold of the houses to be built at Port Solent (that is to say the land comprising both the Property and the Retained Land) is sold

(b) in the event of any of the sums referred to above not being paid within fourteen days of demand to pay interest on the same at the rate of four per centum above the base rate from time to time of National Westminster Bank Plc from the date upon which the same first became due for payment to the date of actual payment;

(c) the intention of the parties is that throughout the Transferee's ownership of the Property the Transferee will pay or procure the payment to the Transferor of a fair and reasonable proportion of the maintenance expenditure referred to above attributable to the housing land and the residential mooring areas as Port Solent and if either party shall consider that the provisions of sub-clause (a) above produce an inequitable result because of factors not envisaged at the date hereof or other changed circumstances such financial adjustment shall be made as shall be agreed between the parties to be appropriate or (in the absence of agreement) as shall be conclusively determined by an independent surveyor (having not less than ten years' relevant experience) who shall either be agreed upon between the parties hereto or failing such agreement shall be nominated on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors and such surveyor shall act as an expert and not as an arbitrator and his fees shall be borne equally between the parties;

(3) Not to sell or otherwise dispose of the Property or any substantial part thereof (but excluding the sale of individual plots) without simultaneously obtaining the execution by the transferee and the delivery to the Transferor of a Deed of Covenant in favour of the Transferor containing covenants and obligations in the same terms mutatis mutandis as those on the part of the Transferee in clauses 7 and 10 of the Relevant Agreement and in paragraphs (2) (3) and (4) of this Schedule

(4) To observe and perform and comply with the covenants on the part of Posol contained in the Underleases in so far as such covenants relate to the Mooring Area (except for payment of the Port Solent Charge) and to indemnify the Transferor and Posol in respect of any breach or non-observance or non-performance or non-compliance with such covenants so far as aforesaid

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

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

C: Charges Register continued

The following definition apply:

"POSOL" means Posol Residents Management Company Limited

"STANDARD FORM SUB-UNDERLEASE" means a sub-underlease of a mooring berth in the form attached to this Transfer

"MOORING AREA" means the area adjacent to the Property which is shown for purposes of identification only edged blue on the plan attached to this Transfer

"RELEVANT AGREEMENT" means the agreement dated 29th December 1995 made between (1) the Transferor (2) the Transferee (3) Crest Nicholson Plc and (4) Higgs and Hill Plc.

- 9 (25.04.1996) The land is subject to the following rights reserved by the Transfer dated 28 March 1996 referred to above:-

"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 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."

NOTE: Copy Plan in Certificate.

- 10 (09.01.1997) The land is subject to rights of drainage and rights in respect of water, gas, electricity, soil, communal television and other supply services.

- 11 (09.01.1997) The road footpaths and common accessways are subject to rights of way.

- 12 (09.01.1997) The parts of the land respectively affected thereby which adjoin the house plots previously removed from this title are subject to rights of support shelter and protection for the properties erected on the said plots previously removed and rights of entry for the repair maintenance of any part of the said properties erected on the parts so removed.

- 13 (09.01.1997) The land is subject to such other easements and quasi easements rights and benefits of a similar nature as are now or intended to be enjoyed by the properties erected on house plots previously removed from this title.

- 14 (09.01.2002) The land is subject to the following rights granted by a Transfer of the land edged and numbered PM6165 in green on the filed plan dated 8 November 2001 made between (1) Crest Nicholson Residential (South East) Limited and (2) Posol Residents Management Company Limited:-

"The Property is transferred with the right for the Buyer and all persons authorised by it (in common with all others having a similar right) of way for all reasonable purposes over the Adoptable Roads

"Adoptable Roads"

C: Charges Register continued

roads verges and footpaths now or later constructed within the Development which are intended to become public highways"

Schedule of restrictive covenants

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

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

IT IS HEREBY AGREED and declared:-

(a) that the expressions "the Transferor" and "the Developer" include (where the context so permits or requires) any company or person ("the Marina Lessee") for the time being holding from the Transferor or its successors in title a lease of the Marina ("the Marina") at Port Solent on land comprised in Title No. 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:-

(a) No tree or shrub the eventual height of which exceeds or is likely to exceed 3 metres shall be planted or maintained within 5 metres of the waterside face of the marina containment.

(b) no building of any nature or foundations or other works or construction shall be permitted within 7 metres of the waterside face of the Marina Containment

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

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

(ii) the stacking of materials on the ground

(iii) the driving of parking of any vehicle

(iv) the installation of any plant or equipment

Schedule of restrictive covenants continued

(v) the driving of any piles

(vi) the creation of a surcharge loading exceeding 10KN/M2 Provided always that the Purchaser and its successors in title shall not be precluded from installing using repairing and maintaining surface water drains within 5 metres of the Waterside face of the Marina Containment in a proper manner and so as not to affect the integrity or stability of the Marina Containment and provided further that no repair or maintenance work to such drains within 5 metres of the Waterside face of the Marina Containment in a proper manner and so as not to affect the integrity of or stability of the Marina Containment and provided further that no repair or maintenance work to such drains shall be carried out within such area unless reasonable prior notice shall have been given to the Developer

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

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

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

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

Schedule of restrictive covenants continued

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).

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

(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 (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, garages and service strip referred to do not affect the land in this title.

NOTE 2: Copy of Plan Drawing No 54:604 referred to filed under HP329594.

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

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

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

Schedule of restrictive covenants continued

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 reference to and 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/M2) plus a horizontal skidding load of 250KN applied at kerb level

(b) HB loading of 30 units (ie an abnormal wheel load of 75KN)

(c) 25 units of HB loading on the footpath combined with a parapet collision load of 27KN

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 and the causeway shown on the New Plan referred to do not affect the land in this title.

4 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 1: The land in this title forms part of the property referred to.

Title number HP516037

Schedule of restrictive covenants continued

NOTE 2: Copy Plans A and B in Certificate. Copy Plans filed.

End of register