

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 7 AUG 2024 AT 12:30:10. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, FYLDE OFFICE.

TITLE NUMBER: GM812612

There is no application or official search pending against this title.

## A: Property Register

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

GREATER MANCHESTER : TRAFFORD

- 1 (02.09.1963) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 10 Blenheim Close, Hale, Altrincham (WA14 2RX).
- 2 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 5 April 1967 referred to in the Charges Register.

## 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 (26.01.2010) PROPRIETOR: ROBERT WALTER BROWN of 10 Blenheim Close, Hale, Altrincham, Cheshire WA14 2RX.
- 2 (26.01.2010) The price stated to have been paid on 13 January 2010 was £975,000.
- 3 (28.12.2018) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 5 December 2018 in favour of Metro Bank PLC referred to in the Charges Register.
- 4 (25.11.2022) BANKRUPTCY NOTICE entered under section 86(2) of the Land Registration Act 2002 in respect of a pending action, as the title of the proprietor of the registered estate appears to be affected by a petition in bankruptcy against Robert Walter Brown presented in the High Court of Justice (Court Reference Number BR-2022-000482 ) (Land Charges Reference Number PA 20594/22 ).
- 5 (26.06.2023) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by Amy Mehers of LC Debt Solutions Limited (Co. Regn. No. 05033119) of Leonard Curtis House, Elms Square, Bury New Road, Whitefield, M45 7TA.

## C: Charges Register

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

## Title number GM812612

- 1 A Conveyance of the land edged and numbered 1 in yellow on the filed plan and other land dated 10 October 1906 made between (1) The Right Honourable William Earl of Stamford (Vendor) (2) Harry Alfred Payne Arthur Gray Ernest Gerard Leycester and (3) George Spiegleberg (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land edged and numbered 1 in yellow on the filed plan is subject to the following rights reserved by the Conveyance dated 10 October 1906 referred to above:-

"TO THE USE that the Vendor his successors in title and his and their assigns the owners and occupiers of the said Cheshire Estate may have and enjoy the free running of water and soil from any other hereditaments through and along and the free use of the sewers drains watercourses and outfalls made or to be made in through or under the said plot of land hereby conveyed AND ALSO full and free rights of foot horse and carriage road at all times and for all purposes over and along so much of the said plot of land as is shewn on the said plan as forming or intended to form the site of any road or part of a road AND ALSO liberty at all times and from time to time to enter into and upon the said premises to inspect the condition thereof and to repair such sewers drains watercourses outfalls and roads and to execute and do all such works acts and things as the Vendor his successors in title and his and their assigns may from time to time be entitled to execute and do under the stipulations contained in the Schedule hereto."

NOTE 1: The site of the intended road referred to is tinted blue on the filed plan so far as it affects the land in this title

NOTE 2: The Schedule is that referred to in the Restrictive Covenants.

- 3 A Deed dated 31 December 1920 made between (1) The Right Honourable Earl of Stamford and (2) George Spielgelberg contains a release by the said Earl or his rights to require the making up of a new road created by the Conveyance dated 10 October 1906 referred to above.

*NOTE: Filed under CH4586.*

- 4 A Conveyance of the land edged and numbered 2 in yellow on the filed plan and other land dated 27 June 1921 made between (1) The Right Honourable Roger Earl of Stamford (Vendor) (2) The Right Honourable Louisa Penelope Countess of Stamford (3) The County Council of The Administrative County of Chester (Council) and (4) Hubert Potts contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 The land edged and numbered 2 in yellow on the filed plan is subject to the following rights reserved by the Conveyance dated 27 June 1921 referred to above:-

Except nevertheless and reserving out of the Conveyance thereby made unto the Vendor his heirs and assigns owner or owners of the unsold portions for the time being of the estate (thereinafter referred to as "the Cheshire Estate") settled by the Earl of Stamford's Cheshire Estate Act 1905 (a) the free running of water and soil from any such other hereditaments through and along and the free use of all sewers drains watercourses outfalls gas and water pipes and electric cables made or laid or to be made or laid in through or under and also full and free rights of foot horse and carriage road or in the case of any passage or footway of foot road only at all times and for all purposes over and along so much of the said plot of land as was shewn on the plan as forming or intended to form the site or part of the site of any road street passage or footway and (b) full and free liberty at all times and from time to time to enter thereon to inspect the condition thereof and to sink make lay inspect repair keep open clear and in good condition connect with or reconstruct such sewers drains watercourses outfalls gas and water pipes electric cables street passages and footways and to execute and do all such works acts and things as the Vendor his heirs or assigns may from time to time be entitled to execute and do under the stipulations contained in the Schedule hereto And subject to the rights of any local authority who might have taken over or who might hereafter take over any sewers drains watercourses outfalls pipes cables roads streets passages or footways.

NOTE 1: The site of the intended road referred to is tinted yellow

## C: Charges Register continued

within the part edged and numbered 2 in yellow on the filed plan

NOTE 2: The Schedule is that referred to in the Restrictive Covenants.

6 A Conveyance of the land edged and numbered 3 in yellow on the filed plan and other land dated 25 October 1921 made between (1) The Right Honourable Roger Earl of Stamford (Vendor) (2) The Right Honourable Elizabeth Louisa Penelope Countess of Stamford (Countess of Stamford) and (3) George Spiegelberg (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

7 The land edged and numbered 3 in yellow on the filed plan is subject to the following rights reserved by the Conveyance dated 25 October 1921 referred to above:-

"Except nevertheless and reserving out of the Conveyance hereby made unto the Vendor his heirs and assigns owner or owners of the unsold portions for the time being of the Estate (hereinafter referred to as "the Cheshire Estate") settled by the Earl of Stamford's Cheshire Estate Act 1905 (a) the free running of water and soil from any such other hereditaments through and along and the free use of all sewers drains watercourses outfalls gas and water pipes and electric cables made or laid or to be made or laid in through or under the said plot of land (b) full and free rights of foot horse and carriage road or in the case of any passage or footway of foot horse and carriage road or in the case of any passage or footway of foot road only at all times and for all purposes over and along so much of the said plot of land as is shown on the said plan as forming or intended to form the site or part of the site of any road street passage or footway and (c) full and free liberty at all times and from time to time to enter into and upon the said plot of land to inspect the condition thereof and to sink make lay inspect repair keep open clear and in good condition connect with or reconstruct such sewers drains watercourses outfalls gas and water pipes electric cables roads streets passages and footways and to execute and do all such works acts and things as the Vendor his heirs or assigns may from time to time be entitled to execute and do under the stipulations contained in the First Schedule."

NOTE 1: The intended road referred to so far as it affects the land in this title is tinted yellow on the filed plan and has not been made up

NOTE 2: The First Schedule is that referred to in the Restrictive Covenants.

8 A Conveyance of the land edged and numbered 2 in yellow on the filed plan and other land dated 1 October 1926 made between (1) The County Council for the Administrative County of Chester (Vendors) and (2) George Spiegelberg (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

9 A Transfer of the land in this title and other land dated 7 March 1966 made between (1) Benjamin Graham Wood (Transferor) and (2) Noel White contains covenants details of which are set out in the schedule of restrictive covenants hereto.

10 A Transfer of the land in this title dated 5 April 1967 made between (1) Noel White and (2) Jack Stant and Maureen Stant contains restrictive covenants.

*NOTE: Original filed under CH25363.*

11 (28.12.2018) REGISTERED CHARGE dated 5 December 2018.

12 (28.12.2018) Proprietor: METRO BANK PLC (Co. Regn. No. 6419578) of One Southampton Row, London WC1B 5HA.

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyance dated 10 October 1906 referred to in the Charges Register:-

"AND the Purchaser (to the intent that the covenants on his part herein contained shall so far as the law will permit be binding on him his

## Schedule of restrictive covenants continued

heirs and assigns and on the hereditaments hereby assured and all future owners thereof) doth hereby covenant with the Vendor his successors in title and his and their assigns in manner following that is to say that the Purchaser his heirs and assigns will at all times hereafter observe and perform in respect of the premises hereinbefore assured all and every of the stipulations contained in the Schedule hereto PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED that nothing herein contained shall be deemed to impose on the Vendor his successors in title or his or their assigns any liability whatsoever as regards the use to be made by the Purchaser his heirs or assigns of any of the sewers drains watercourses and outfalls made or to be made in upon or under the premises hereby assured or in upon or under any other hereditaments or in the event or by reason of any interference at any time with such use or with any of such sewers drains watercourses and outfalls AND ALSO that nothing herein contained shall be taken or deemed to limit the right of the Vendor his successors in title and his and their assigns to deal with or dispose of any other land forming part of the said Cheshire Estate in such a way and either free from all restrictions or otherwise as he or they in his or their absolute discretion may think fit or prejudice his or their right to build to the extremity of any land retained by him or them or hereafter disposed of by him or them or otherwise to affect the user of disposition for any purpose or on any terms whatsoever of any other lands or hereditaments forming part of the said Cheshire Estate.

THE SCHEDULE above referred to

1. The Property (except such portions thereof as are to be left open and unbuilt upon as hereinafter mentioned) shall (if not already fenced off) forthwith upon the execution of the Conveyance to the Purchaser be fenced off by and at the cost of the Purchaser with a sufficient and proper temporary fence to the satisfaction of the Surveyor for the time being of the Vendor (hereinafter called the said Surveyor).

2. The property (except such portions as aforesaid) shall within twelve calendar months from the date of the Conveyance to the Purchaser be sufficiently and properly fenced off by and at the cost of the Purchaser with a good and substantial permanent wall or fence of such height and materials and in such manner in all respects as shall be previously approved in writing by and to the satisfaction of the said Surveyor and the Purchaser shall at all times thereafter at his own cost keep the same so fenced off and maintain the said permanent wall or fence in good order repair and condition.

3. The Purchaser may at any time at his own cost build upon the property one or two good firm and substantial detached dwellinghouses with suitable offices and outbuildings thereto and also suitable stabling and coachhouse and outbuildings thereto to be used in connection with the adjoining dwellinghouse of the Purchaser known as The Coppice each such dwellinghouse with offices and outbuildings and the said stabling and coachhouses and outbuildings thereto to be used as aforesaid to be built and finished fit for habitation and use of new and sound materials in a workmanlike manner and according to plans sections and elevations and particulars before the commencement of the building approved and signed by the said Surveyor (copies of which plans sections elevations and particulars so soon as approved and signed as aforesaid shall be furnished by the Purchaser at his own expense and deposited by him with the said Surveyor) and to be of brick or stone or both and faced with stone or white bricks or other approved materials on all sides thereof set in good lime mortar with oak Baltic deal or other equally good durable timber or iron for the roofs beams and joists thereof the said stabling and coachhouse and outbuildings thereto to be used in connection with the said adjoining dwellinghouse to be erected in the south easterly corner of the said plot and to receive into the flues thereof all the flues of all existing outhouses and greenhouses standing on the adjoining land of the Purchaser and belonging to the said dwellinghouse known as The Coppice.

4. No fuel except anthracite (smokeless) coal shall at any time be used or consumed in any of such last mentioned outhouses and greenhouses or in any part of the said stabling and coachhouse and outbuildings thereto to be used in connection with the said dwellinghouse known as The Coppice.

Schedule of restrictive covenants continued

5. No dwellinghouse outbuilding fence wall or other erection or structure shall at any time be erected on the property except in accordance with plans sections elevations and particulars before the commencement of the erection thereof approved and signed in token of such approval by the said Surveyor and copies of all such plans sections elevations and particulars shall so soon as approved and signed be furnished by the Purchaser at his own expense and deposited with the said Surveyor.

6. No dwellinghouse shall at any time be erected on the property which with its offices and outbuildings shall be of less value than the clear yearly letting value of £50.

7. No dwellinghouse or building whatsoever other than two dwellinghouses with the offices and outbuildings thereof and the said stabling and coachhouse and the outbuildings thereto to be used in connection with the said dwellinghouse known as The Coppice shall at any time be erected on the property without the prior written consent of the Vendor.

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11. The Purchaser shall from time to time duly and punctually perform suit and service at the Courts to be held for the Barony and Manor of Dunham Massey and Borough of Altrincham.

12. The Purchaser shall not at any time use or exercise or permit or suffer to be used or exercised in or upon the property or any building at any time erected thereon any trade business or occupation whatsoever nor use or permit or suffer to be used any building on the property or room or rooms therein otherwise than as a private dwellinghouse and the usual and necessary offices and outbuildings thereto as aforesaid.

13. The Purchaser shall not at any time cut down any ornamental or other tree or trees now growing on the property without the consent in writing of the said Surveyor.

14. The Purchaser shall not at any time do or permit or suffer to be done in or upon the property or any part thereof anything which shall or may be or cause or tend to be or cause a nuisance annoyance or damage to the Vendor or his Lessees or tenants.

15. In the foregoing stipulations where the context admits the expression "the Purchaser" shall include the heirs and assigns of the Purchaser and the expression "the Vendor" shall include the successors in title and assigns of the Vendor."

2 The following are details of the covenants contained in the Conveyance dated 27 June 1921 referred to in the Charges Register:-

COVENANTS by the Council for themselves their successors and assigns (to the intent that the covenants on the part of the Council therein contained shall so far as the law will permit be binding on the Council their successors and assigns and on the hereditaments thereby assured and all future owners thereof) with the Vendor his heirs and assigns owner or owners of the unsold portion for the time being of the Cheshire Estate in manner following that is to say for payment of the said yearly rentcharge at the times thereinbefore appointed for payment thereof and for observance and performance in respect of the said plot of land thereinbefore assured of all and every the stipulations contained in the Schedule hereto

PROVISO AND DECLARATION that nothing therein contained should be deemed to impose on the Vendor his heirs and assigns any liability whatsoever towards the Council in respect of the user or condition of any of the sewers drains watercourses outfalls gas and water pipes electric cables roads streets passages and footways made or laid or to be made or laid in upon or under the said plot of land thereby assured or in upon or under any other hereditaments or in the event or by reason of any interference at any time with such use or with any of the said sewers drains watercourses outfalls gas and waterpipes electric cables roads

### Schedule of restrictive covenants continued

streets passages or footways COVENANT that nothing therein contained should be taken or deemed to limit the right of the Vendor his heirs and assigns to deal with or dispose of any other land forming part of the Cheshire Estate in such a way and either free from all restrictions or otherwise as he or they in his or their absolute discretion might think fit or to prejudice his or their right to build up to the extremity of any land retained by him or them or hereafter disposed of by him or them or otherwise to affect the user or disposition on any terms whatsoever of any other lands and hereditaments forming part of the Cheshire Estate.

#### THE SCHEDULE

1. THE said plot of land (except such portions thereof as are to be left open and unbuilt upon as hereinafter mentioned) shall within twelve calendar months from the date of the Conveyance to the Council be sufficiently and properly fenced off from the adjoining land and also from such portions of the said plot of land as are to be left open and unbuilt upon as aforesaid by and at the cost of the Council with a good and substantial permanent wall or fence of such height and materials and in such manner in all respects as shall be previously approved in writing by the Board of Education and by and to the satisfaction of the Surveyor of the Vendor and the Council shall at all times thereafter at their own cost keep the same so fenced off and maintain the said permanent wall or fence in good order repair and condition.

2. NO dwellinghouse outbuilding fence wall or other erection or structure shall at any time be erected or re-erected on the said plot of land or altered except (as to situation and otherwise) in accordance with plans sections elevations and particulars before the commencement of the erection or alteration thereof approved by the Board of Education and approved and signed in token of such approval by the said Surveyor such approval not to be unreasonably withheld and copies of all such plans sections elevations and particulars shall so soon as approved and signed be furnished by the Council at their own expense and deposited with the said Surveyor.

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5. THE Council shall not at any time use or exercise or permit or suffer to be used or exercised in or upon the said plot of land or any building at any time erected thereon any trade business or occupation whatsoever nor use or permit or suffer any building on the said plot of land or any rooms therein to be used or otherwise than as a Public Elementary Secondary School or Technical School or other Educational Institution or for purposes connected therewith or a private dwellinghouse and the usual and necessary offices and outbuildings thereto as aforesaid.

6. THE Council shall not at any time do or permit or suffer to be done in or upon the said plot of land or any part thereof anything which shall be or cause or tend to be or cause a nuisance annoyance or damage to the Vendor or his lessees or tenants but nothing herein or in the Conveyance to the Council contained shall prevent the carrying on upon the said property of a public elementary secondary or technical schools or other educational institution or the using of the said property for purposes connected with any School or Institution.

7. THE Council shall not at any time without the previous consent in writing of the said Surveyor erect or attach or permit or suffer to be erected or attached upon or to the said plot of land or any buildings or outbuildings walls or fences at any time erected upon the said plot of land any hoarding placard notice or advertisement of any kind or nature whatsoever.

8. IN the foregoing stipulations where the context admits the expression "the Council" shall include their successors and assigns and the expression "the Vendor" shall include his heirs and assigns and all other the owner or owners for the time being of the said Cheshire Estate.

Schedule of restrictive covenants continued

NOTE: The rentcharge created by this Conveyance has been extinguished.

3 The following are details of the covenants contained in the Conveyance dated 25 October 1921 referred to in the Charges Register:-

"AND the Purchaser for himself and his assigns (to the intent that the covenants on his part herein contained shall so far as the law will permit be binding on him his heirs and assigns and on the hereditaments hereby assured and all future owners thereof) hereby covenants with the Vendor his heirs and assigns owner or owners of the unsold portion for the time being of the Cheshire Estate in manner following that is to say That the Purchaser his heirs and assigns will at all times hereafter observe and perform in respect of the said plot of land hereinbefore assured all and every of the stipulations contained in the First Schedule hereto PROVIDED ALWAYS and it is hereby agreed and declared that nothing herein contained shall be deemed to impose on the Vendor his heirs assigns any liability whatsoever towards the Purchaser in respect of the user or condition of any of the sewers drains watercourses outfalls gas and water pipes electric cables roads streets passages and footways made or laid or to be made or laid in upon or under the said plot of land hereby assured or in or upon or under any other hereditaments or in the event or by reason of any interference at any time with such use or with any of the said sewers drains watercourses outfalls gas and water pipes electric cables roads streets passages or footways And also that nothing herein contained shall be taken or deemed to limit the right of the Vendor his heirs or assigns to deal with or dispose of any other land forming part of the Cheshire Estate in such a way and either free from all restrictions or otherwise as he or they in his or their absolute discretion may think fit or to prejudice his or their right to build up to the extremity of any land retained by him or them or hereafter disposed of by him or them or otherwise to affect the user or disposition on any terms whatsoever of any other land and hereditaments forming part of the Cheshire Estate.

THE FIRST SCHEDULE above referred to

1. The said plot of land (except such portions thereof as are to be left open and unbuilt upon as hereinafter mentioned) shall within twelve calendar months from the date of the Conveyance to the Purchaser be sufficiently and proper fenced off from the adjoining land and also from such portions of the said plot of land as are to be left open and unbuilt upon as aforesaid by and at the cost of the Purchaser with a good and substantial permanent wall or fence of such height and materials and in such manner in all respects as shall be previously approved in writing by and to the satisfaction of the said Surveyor of the Vendor and the Purchaser shall at all times thereafter at his own cost keep the same so fenced off and maintain the said permanent wall or fence in good order repair and condition.

2. No fence wall or structure shall at any time be erected or re-erected on the said plot of land or altered except (as to situation and otherwise) in accordance with plans sections elevations and particulars before the commencement of the erection or alteration thereof approved and signed in token of such approval by the said Surveyor and copies of all such plans sections elevations and particulars shall as soon as approved and signed be furnished by the Purchaser at his own expense and deposited with the said Surveyor.

3. No dwellinghouse or building whatsoever shall at any time be erected on the said plot of land.

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6. The Purchaser shall from time to time duly and punctually perform suit and service at the Courts to be held for the Barony and Manor of Dunham Massey and Borough of Altrincham.

7. The Purchaser shall not at any time use or exercise or permit or suffer to be used or exercised in or upon the said plot of land any trade business or occupation whatsoever.

8. The Purchaser shall not at any time do or permit or suffer to be

### Schedule of restrictive covenants continued

done in or upon the said plot of land or any part thereof anything which shall be or cause or tend to be or cause a nuisance annoyance or damage to the Vendor or his lessees or tenants.

9. The Purchaser shall not at any time without the previous consent in writing of the said Surveyor erect or attach or permit or suffer to be erected or attached upon or to the said plot of land or any buildings or outbuildings walls or fences at any time erected upon the said plot of land any hoarding placard notice or advertisement of any kind or nature whatsoever. In the foregoing stipulations where the context admits the expression "the Purchaser" shall include his heirs and assigns and the expression "the Vendor" shall include his heirs and assigns and other the owner or owners for the time being of the said Cheshire Estate."

4 The following are details of the covenants contained in the Conveyance dated 1 October 1926 referred to in the Charges Register:-

"AND the Purchaser hereby further covenants with the Vendors (to the intent that the covenants on his part next hereinafter contained shall so far as the law will permit be binding upon him and his successors in title and on the premises hereby assured and all future owners thereof and shall enure for the benefit of the Vendors heirs successors and assigns owners or owner or occupiers of the adjoining land edged blue on the said plan but not so as to incur any personal liability in respect of such covenants after he shall have parted with the possession of the premises hereby assured) that he the Purchaser will within six months from the date hereof at his own expense erect and for ever hereafter maintain a good and sufficient fence on the northwesterly side of the property hereby conveyed within the boundary line marked T and between the points marked A and B on the said plan consisting of a wall or split oak fence of not less than seven feet in height the palings to be two inches apart on two rails with oak posts at six feet centres And also that no dwellinghouse outbuilding fence wall or other erection or structure shall at any time be erected or re erected on the said plot of land or altered except (as to situation or otherwise) in accordance with plans sections elevations and particulars before the commencement of the erection or alteration and particulars before the commencement of the erection or alteration thereof approved by the Vendors and copies of all such plans sections elevations and particulars shall so soon as approved and signed be furnished by the Purchaser at his own expense and deposited with the Vendors And also that neither the said plot of land nor any part thereof nor any building to be erected thereon shall at any time be used for any offensive noisy or dangerous trade business pursuit or occupation or for any purpose which shall or may be or grow to be in any way a nuisance damage grievance or annoyance to the Vendors.

NOTE: The northern boundary of the land in this title is part of the boundary marked T referred to.

5 The following are details of the covenants contained in the Transfer dated 7 March 1966 referred to in the Charges Register:-

"THE Transferee hereby covenants with the Transferor as follows:-

(i) to erect on the said plot of land edged red not more than four dwellinghouses for the occupation of only one family each and that no building erection or construction of any kind whether buildings walls fences roads pipes wires or any other works whatsoever shall take place on the said plot of land without the plans and specifications thereof being first approved in writing by the Transferor and (where necessary) the Earl of Stamford for the time being or their respective successors in title and that no alteration or addition to the elevation or appearance of any buildings erections walls fences roads pipes wires or other structures whatsoever shall take place without such written consent as aforesaid

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(iv) during the continuance of building operations to provide or cause to be provided proper toilet and sanitary facilities of a temporary



## Schedule of restrictive covenants continued

nature for the use of workmen and others on the said plot of land edged red

(v) not to cut down any trees whatsoever situate on the said plot of land edged red without the Transferors written consent

(vi) to indemnify and keep indemnified the Transferor against all actions proceedings claims costs and demands in respect of any breach non-observance or non-performance of any covenants conditions provisions or agreements contained or referred to in the Charges Register of the said Title and to observe and perform all the costs conditions agreements and provisions contained or referred to in the said Charges Register

(vii) before building is commenced to fence the said plot of land edged red with four feet high chestnut paling on its southerly boundary including the placing of good and substantial posts along the boundaries of the said road coloured yellow except where fences walls hedges or other barriers to the satisfaction of the Transferor already exist and except where access gates are situated such fence to be constructed with concrete corner posts and thereafter to maintain the said fence and other walls fences or hedges substituted therefor in good repair and condition and also to fence or cause to be fenced with such a fence as aforesaid the boundary of the road coloured yellow on the said plan within one year of the date hereof

(vii) at his own expense to lay or install all sewers drains water pipes cables wires and other services as shall be necessary on the said plot of land along lines and at a height or depth to be approved in writing by the Transferor and to the satisfaction of the Local Authority and particularly (but without prejudice to the generality of the foregoing) to lay all such sewers drains water pipes cables wires and other services (with the exception of the foul and surface water drain mentioned in sub-clause (x) hereof) so that they shall pass under over or along the said rectangle of land marked with the letters A, B, C, D provided that when the Transferors requirements in respect of such services shall exceed the specification of the Local Authority the Transferor shall be responsible for that cost of such excess

(ix) not to drain more than one dwellinghouse into the foul sewer shown by a purple line on the said plan

(x) at his own expense to extend the foul and surface water drain to "The Coppice" lawn boundary on the Transferor's adjoining land to points to be agreed by the Transferor and the Transferee to the intent that the Transferor shall be able to connect into the said drain."

NOTE 1: No boundary of the land in this title is part of the southerly boundary referred to in paragraph (vii). The land in this title does not abut the road coloured yellow

NOTE 2: The rectangle of land referred to in paragraph (vii) is the termination of Blenheim Close and the western boundary of this title abuts it

NOTE 3: The drain shown by purple line referred to in paragraph (ix) lies to the west of this title.

End of register