



Official copy of register of title

Title number WT65893

Edition date 10.01.2019

This official copy shows the entries on the register of title on 11 Jan 2019 at 12:45:04.

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The date at the beginning of an entry is the date on which the entry was made in the register.

Issued on 11 Jan 2019.

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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.

SWINDON

1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 6-9 Lumley Close, Grange Park, Swindon (SN5 6JD).

2 The land has the benefit of the following rights granted by but is subject to the following exceptions and reservations contained in the Transfer dated 29 March 1985 referred to in the Charges Register:-

"The property is transferred with the benefit of the rights set out in the Second Schedule Part I

3. THE Vendor reserves out of the property the easements rights and privileges set out in the Second Schedule Part II

THE SECOND SCHEDULE hereinbefore referred to

PART I

(Easements Rights and Privileges in favour of the Purchaser)

1. The right for the Purchaser and the persons deriving title under the Purchaser in common with the Vendor and all other persons authorised by the Vendor to connect to and use for all reasonable purposes in connection with the property and all buildings to be erected thereon the foul and surface water sewers and the sewers connecting the same to the nearest public sewers insofar as such sewers are laid beneath land owned by the Council until the same shall be declared to be public sewers.

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PART II

(Exceptions and Reservations in favour of the Vendor)

1. The right at any time or times hereafter to obstruct the access of light or air to any building for the time being erected or standing on the property by erecting or altering any buildings or other structures

A: Property Register continued

on any land adjoining the property

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3. Full and free rights of using all sewers and drains now or within twenty one years hereafter to be laid in the property or any part thereof together with all such rights in respect thereof as are exercisable by the Drainage Authority for the time being in respect of public sewers

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5. Full right and liberty to enter upon the property as reasonably necessary for the purpose of laying the hedges on the northern and western boundaries of the property.

3 The Transfer dated 29 March 1985 referred to above also contains the following provisions:-

"The parties hereto agree and declare that the Purchaser shall not be entitled to any right or easement of light or air which would restrict or in any way interfere with the free use for building or other purpose of the adjoining or neighbouring property of the Vendor and that all privileges of light and air now or hereinafter to be enjoyed over any part of the Vendor's adjoining or neighbouring property by or in respect of the property shall be deemed to be so enjoyed by the licence or consent of the Vendor and not as of right.

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The right subject to the right reserved to the Vendor under Paragraph (1) of Part II of this Schedule for the Purchaser and all persons who shall hereafter become entitled to any estate or interest in the property or any part thereof to enjoy as against the Council such light and air coming to the property over the adjoining land by the consent of the Council and not so as to acquire any right thereto"

NOTE: Part II of the Schedule is set out above.

4 (08.05.1987) The land has the benefit of the rights granted by but is subject to the exceptions and reservations contained in the Transfer dated 20 April 1987 referred to in the Charges Register.

5 (08.05.1987) The Transfer dated 20 April 1987 referred to above contains provisions as to light or air and boundary structures.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 (10.01.2019) PROPRIETOR: LUMLEY CLOSE FREEHOLD COMPANY LIMITED (Co. Regn. No. 11456612) of 16 Brettingham Gate, Swindon SN3 1NH.

2 (10.01.2019) The price stated to have been paid on 2 January 2019 was £1,000.

C: Charges Register

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

1 A Conveyance of the land in this title and other land dated 6 May 1958 made between (1) The Reverend Ronald Birch Carnley (Vendor) (2) The Church Commissioners for England (Commissioners) (3) The Right Reverend Father in God Arthur by Divine Permission Lord Bishop of Bristol and

C: Charges Register continued

The Master Fellow and Scholars of Pembroke College (Patrons) and (4) John William Whitfield (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 2 Wayleave Agreement under hand dated 7 March 1967 made between (1) Peter John Farr Enderby and (2) The Southern Electricity Board relates to the erection of overhead high voltage lines poles and stays.

NOTE: Copy filed under WT29574.

- 3 A Transfer of the land in this title and other land dated 31 March 1980 made between (1) Edwin H Bradley and Sons Limited (Bradleys) and (2) The Council of the Borough of Thamesdown (Council) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 4 A Transfer of the land in this title and other land dated 29 March 1985 made between (1) The Council of the Borough of Thamesdown (Vendor) and (2) Persimmon Homes (Wessex) Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 5 (08.05.1987) A Transfer of the land in this title dated 20 April 1987 made between (1) Persimmon Homes (Wessex) Limited and (2) Lumley Close Management Company Limited contains restrictive covenants.

-NOTE: Original filed.

- 6 (08.05.1987) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

- 7 (10.01.2019) A Transfer of the land in this title dated 2 January 2019 made between (1) The Solicitor for the Affairs of Her Majesty's Treasury and (2) Lumley Close Freehold Company Limited contains restrictive covenants.

-NOTE: Copy filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 6 May 1958 referred to in the Charges Register:-

The Purchaser to the intent that the covenants thereafter contained should bind the said land into whosoever hands the same might come and for the benefit and protection of the adjoining and neighbouring lands of the Vendor or any part or parts thereof thereby for himself and his successors in title covenanted with the Vendor and his successors and also by way of separate covenant with the Commissioner as follows:-

(a) that neither the property thereby conveyed or any part thereof nor any existing or future building thereon or on any part thereof should at any time thereafter be used as or for a place of amusement hotel tavern inn or public house nor should any spirituous or fermented liquors at any time be sold in or upon the same property or any part thereof and that no act deed matter or thing should at any time be done suffered or permitted in or upon the property thereby conveyed or any part thereof which might be or become a nuisance annoyance or disturbance to the Vendor or his successors or which might tend to depreciate or lessen the value of the adjoining and neighbouring property belonging to the Vendor

(b) that no act deed matter or thing should at any time be done suffered or permitted in or upon the property thereby conveyed or any part thereof which might be or become a nuisance annoyance or disturbance to the Minister for the time being conducting or the congregation attending divine service in the Parish Church of Lydiard Tregoz or the Churchyard surrounding the same.

- 2 The following are details of the covenants contained in the Transfer dated 31 March 1980 referred to in the Charges Register:-

Schedule of restrictive covenants continued

For the benefit and protection of the remaining land comprised in the above mentioned titles or so much thereof as is capable of benefitting thereby the Council for itself and its successors in title hereby covenants with Bradleys that the Council will not use the Property for any purpose other than

(a) Local Authority housing for rent or for sale

(b) any other housing for sale to purchasers nominated by the Council and/or housing developments undertaken by Housing Associations

PROVIDED ALWAYS that in the event of Bradleys not exercising the pre-emptive right contained in the Second Schedule hereto then the covenant shall not extend to prevent any purchaser from the Council using the said land and any buildings erected thereon for private residential purpose

NOTE: The title numbers referred to are WT29373 and WT29574. The pre-emptive right has been released.

3 The following are details of the covenants contained in the Transfer dated 29 March 1985 referred to in the Charges Register:-

"For the benefit and protection of the adjoining or neighbouring land of the Vendor or any part or parts thereof and without prejudice to the powers of the Vendor under Section 151 of the Housing Act 1957 or any statutory re-enactment thereof the Purchaser hereby covenants with the Vendor so as to bind so far as may be the property and each and every part thereof into whosoever hands the same may come and that the Purchaser and the persons deriving title under the Purchaser will at all times hereafter observe and perform the restrictions and stipulations set forth in the Third Schedule hereto but so that the Purchaser shall not be liable in the case of restrictive covenants for a breach of this covenant occurring on or in respect of the property or any part or parts thereof after the Purchaser shall have parted with all interest therein

THE THIRD SCHEDULE hereinbefore referred to

(Restrictive covenants to be entered into by the Purchaser)

1. Not to erect on the property or any part thereof any building or buildings other than dwellinghouses (with or without garages greenhouses conservatories and outbuildings) in the relative positions and overall layout shown on a plan which has previously been approved in writing by the Vendor and the type size design layout and location and materials of construction of which shall have been approved in writing by the Vendor as original Vendor of the property and subject to such stipulations as the vendor may require as a condition of such approval but without prejudice to any statutory powers which the Vendor may from time to time possess

2. Not to grub out fell cut down or otherwise remove or damage the hedgerows on the northern and western boundaries of the property but to maintain the same in good condition and to carry out any re-planting of the hedge using mature hedgerow species to be agreed with the Vendor Provided that this clause shall not be deemed to prevent trimming or proper maintenance of the hedge and Provided Also that the Vendor reserves the right to manage the hedge in the best interests of the hedge and its wildlife including laying the hedge if required."

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	20.06.1986 3 (part of)	7 Lumley Close, (First Floor Flat)	13.06.1986 125 years from 1 April 1986	WT56958
2	01.07.1986	9 Lumley Close (First Floor	30.05.1986	WT57249

Title number WT65893

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	4 (part of)	Flat)	125 years from 1 April 1986	
3	21.07.1986 3 (part of)	6 Lumley Close (Ground Floor Flat)	04.07.1986 125 years from 1 April 1986	WT57782
4	09.10.1986 4 (part of)	8 Lumley Close (Ground Floor Flat)	30.05.1986 125 years from 1 April 1986	WT60124

End of register