



Official copy of register of title

Title number DN66506

Edition date 20.11.2019

- This official copy shows the entries on the register of title on 11 Dec 2019 at 11:55:04.
- 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 11 Dec 2019.
- 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 Plymouth Office.

A: Property Register

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

DEVON : EXETER

- 1 (18.11.1977) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being St Catherines, New North Road, Exeter (EX4 4AG).
- 2 (28.08.2007) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered DN556320 in green on the title plan dated 1 June 2007 and made between (1) Robert Henry Parker and Marie Agnelle Hilda Parker and (2) Annette Baxter.
¬Copy filed under DN556320.
- 3 (28.08.2007) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 4 (28.08.2007) A new title 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 (20.11.2019) PROPRIETOR: MARCO CHRISTOFOROU and LISA KATHRYN WOOD of St. Catherines, New North Road, Exeter EX4 4AG.
- 2 (20.11.2019) The price stated to have been paid on 14 November 2019 was £530,000.

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 8 May 1907

C: Charges Register continued

made between (1) Maria Deane Eames and others (2) Richard John Bowerman and (3) The Streatham Hall Building Estate Company Limited (Company) contains covenants by the Vendors details of which are set out in the schedule of restrictive covenants hereto.

- 2 A Conveyance of the land in this title and other land dated 31 July 1926 made between (1) Maria Deane Eames and others (Vendors) and (2) Albert Stanley Heywood (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

- 1 The following are details of the Vendors covenants contained in the Conveyance dated 8 May 1907 referred to in the Charges Register:-

COVENANT by the Vendors so as to bind (so far as the law would allow) the lands hereditaments and premises thereafter specifically referred to in the Second Schedule thereto as affected thereby in whomsoever the same might be vested but not so as to be personally liable in damages for any breach after they should have parted with the same with the Company and so that (so far as the law would allow) the owner or owners occupier or occupiers for the time being of said lands hereditaments and premises thereby conveyed or any part thereof might have the benefit of and be entitled to enforce abstracting covenant that at all times thereafter the Vendors owner or owners occupier or occupiers of the lands hereditaments and premises thereafter specifically referred to as affected thereby or any part thereof should perform and observe the stipulations relating thereto contained in the Second Schedule thereto.

EXTRACT from SECOND SCHEDULE above referred to

4. No building or buildings shall at any time be erected upon the land coloured yellow on the said plan without the consent in writing of the Company or other the owners or owner for the time being of the land marked Plot 177 on the said Map forming a portion of the land coloured Green on the said Map other than detached or semi-detached private dwellinghouses of a minimum cost of £500 each in first cost of labour and materials only at the lowest current prices with outbuildings land appurtenances thereto such houses to front the Cowley Bridge Road only and the building line to be 20 feet back therefrom and not to exceed 35 feet in height measuring from the centre of the road immediately in front to half way up the roof the plans and elevations of such buildings including outbuildings to be approved by a Surveyor to be appointed by the Owners or Owner for the time being of the land marked Plot 177 on the said map forming a portion of the land coloured Green on the said Map such approval not to be arbitrarily withheld and in case of dispute the matter to be referred to arbitration under the Arbitration Act 1889 or any statutory modification thereof.

5. No bricks or tiles shall at any time be made or burnt nor shall any clay or lime be burnt on either of the lands coloured pink purple and yellow on the said Map nor shall anything be done thereon which may be or grow to be a nuisance or annoyance to the company or other the owners or owner or the occupier or occupiers of the lands coloured green on the said Map which lies to the South or South West of the blue line drawn on the said Map between the points marked X and Z.

NOTE: The land in this title falls within the land coloured yellow referred to. The land marked Plot 177 and coloured green referred to lies to the east of the land in this title. The lands coloured pink and purple, the blue line and the points marked X and Z referred to were not shown on the plan supplied on First Registration.

- 2 The following are details of the covenants contained in the Conveyance dated 31 July 1926 referred to in the Charges Register:-

"The Purchaser to the intent and so as to bind (so far as practicable) the land and premises hereby assured into whosoever hands the same may come and to benefit and protect the land hereinafter mentioned but not so as to render the Purchaser personally liable in damages for any breach of covenants committed after he shall have parted with all

Schedule of restrictive covenants continued

interest in the premises in respect of which such breach shall occur hereby covenants with the Vendors and the owner or owners from time to time of the land comprised in a certain Conveyance dated the Twenty Second day of September One thousand eight hundred and sixty eight made between John Hull Terrell Patrick Miller Kent Kingdon Henry Lake Hirtzel Geroge Braund Edward Andrew Saunders Thomas Maitland Snow William Miles James Commin James Pasmore Alfred Evans Charles Henry Kingdon and Percy Sparkes Trustees of the Charity Estates and property of Hursts Almshouses of the one part and Richard Thornton West of the other part that the Purchaser will at all times hereafter duly perform and observe the covenants and restrictive provisions specified in the Second Part of the First Schedule hereto.

THE FIRST SCHEDULE above referred to

SECOND PART

Being additional covenants and stipulations entered into and to be observed by the Purchaser

(1) No building shall be erected on the land hereby conveyed nearer than 10 feet to the North West and South East boundaries of the land without the consent in writing of the Vendors Not more than one private dwellinghouse shall be erected on the land which shall be of a minimum cost of £1000 exclusive of outbuildings and otherwise as described in Clause 4 of the First Part of this First Schedule and such usual outbuildings as may be necessary and appurtenant to such private dwellinghouse and Plans elevations and sections of such house and outbuildings and showing the position thereof shall be submitted to and approved of by the Architect of the Vendors and those deriving title under them at the expense of the Purchaser before the commencement of any building but such approval shall not be unreasonably withheld. Pending the erection of the dwellinghouse hereby permitted the site shall not be used otherwise than as Tennis Courts Croquet Lawn or Bowling Green or gardens or similar purposes and in a manner consistent with Clause 2 hereunder. The Purchaser shall do all in his power to preserve the trees standing and growing on the Eastern boundary of the land hereby conveyed unless and until the same shall become dangerous to persons or cattle but he shall be at liberty to top and lop the said trees in a reasonable manner and if any tree shall interfere with building operations it may be removed.

(2) Nothing shall be done on the land hereby conveyed which shall be a nuisance annoyance or disturbance to the Vendors and those deriving title under them or to the owners or residents of houses to be erected on the adjoining land on the North West and South East sides or any part thereof and no advertisement boarding or any building likely to be a nuisance or annoyance to the Vendors and those deriving title under them or to such owners or residents shall be erected thereon.

NOTE: The land in this title is not affected by any of the boundaries referred to.

End of register