



## Official copy of register of title

Title number HW147992

Edition date 21.10.2014

- This official copy shows the entries on the register of title on 15 Jul 2015 at 14:03:48.
- 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 15 Jul 2015.
- 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 Land Registry Coventry Office.

## A: Property Register

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

WORCESTERSHIRE : WYCHAVON

- 1 (08.11.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 2 to 6, 8 and 10 to 15 Glebe Cottages, Harvington.  
  
NOTE: As to the part tinted blue on the filed plan only the land beneath the adopted roadways is included in the title.
- 2 (07.01.1999) 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.
- 3 (07.01.1999) The transfers of those parts edged and numbered in green on the filed plan which were made pursuant to Part V of the Housing Act 1985 as it applies by virtue of the Housing (Preservation of Right to Buy) Regulations 1989 or 1993 took effect with the benefit of and subject to the easements and other rights specified in paragraph 2 of Schedule 6 to the said Act as it so applies.

## 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 (08.11.1994) PROPRIETOR: ROOFTOP HOUSING ASSOCIATION LIMITED (Industrial and Provident Society No. IP27786R) of 70 High Street, Evesham, Worcs WR11 4AD.
- 2 RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered and none shall take effect unless made with the consent of the Housing Corporation when such consent is required under the provisions of section 9 of the Housing Associations Act 1996.
- 3 (08.11.1994) RESTRICTION: Except under an order of the registrar no charge

## B: Proprietorship Register continued

by the proprietor of the land is to be registered unless a certificate signed by the secretary or solicitor thereto has been furnished that such charge does not contravene any of the provisions of the rules of the said proprietor.

- 4 (08.11.1994) RESTRICTION:-Except under and order of the registrar no disposition (except a transfer) of a qualifying dwellinghouse (except to a qualifying person or persons) is to be registered without the consent of the Secretary of State for the Environment given under section 171D(2) of the Housing Act 1985 as applied by the Housing (Preservation of Right to Buy) Regulations 1989.
- 5 (08.11.1994) RESTRICTION:-Except under and order of the registrar no disposition by the proprietor of the land (except an exempt disposal as defined by section 81(8) of the Housing Act 1988) is to be registered without the consent of the Secretary of State for the Environment to that disposition made under the provisions of section 133 of that Act.
- 6 (08.11.1994) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 7 (08.11.1994) The Transfer dated 3 October 1994 referred to in the Charges Register also contains purchaser's personal covenants details of which are set out in the Schedule of Personal Covenants hereto.
- 8 (07.02.2001) RESTRICTION: Except under an order of the registrar no disposition or dealing by the proprietor of the land or made in exercise of the power of sale in any Charge subsequent to that dated 31 January 2001 in favour of Prudential Trustee Company Limited referred to in the Charges Register is to be registered or noted without the consent of the proprietor for the time being of the said Charge.

## Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 3 October 1994 referred to in the Proprietorship Register:-

"The Purchaser HEREBY COVENANTS with the Council that upon any sale by the Purchaser of any part of the Property to a Tenant of that part of the Property (pursuant to the Preserved Right to Buy as set out in Sections 171A to 171H, Housing Act 1985 or to any voluntary right to buy scheme similar to the Preserved Right to Buy which may be operated by the Purchaser) the Purchaser will impose upon that Tenant for the benefit and protection of the Reserved Land and to the intent and so as to bind that part of the Property into whosoever hands the same may come a covenant to observe and perform the covenants restrictions and stipulations set out in Schedule D hereto together with such other covenants restrictions and stipulations as the Purchaser is its absolute discretion thinks fit PROVIDED THAT IT IS HEREBY AGREED AND DECLARED that the Purchaser and other persons deriving title under it (other than tenants acquiring pursuant to a right to buy of parts of the Property) shall not itself be bound by any of the said covenants restrictions or stipulations.

### SCHEDULE D

Conditions Restrictions and Stipulations to be imposed upon any Tenant Purchasing Property for the Purchaser

1. To pay on demand a fair proportion of the cost of renewing repairing relaying cleansing and maintaining all the gutters channels drains sewers pipes cables and other things serving the property jointly with adjoining and neighbouring premises
2. Not to carry on any trade business or profession in or upon the property or any part thereof but at all times to use the buildings erected on the property only as a private single dwellinghouse or as outbuildings used in connection therewith
3. To repair and maintain in good condition any length of drive footpath rain-water guttering and any rain-water downspout serving the property jointly with the adjoining or neighbouring premises
4. Not to interfere with or damage any sewer drain pipe main cable wire or conduit in on over or under the property and serving any neighbouring

## Schedule of personal covenants continued

property now or formerly belonging to the Purchaser or their predecessor in title and not to do omit or suffer any act or thing which may interfere with or prejudicially affect any right easement or privilege hereby excepted or reserved

5. Not to do or permit or suffer to be done any act or thing nor to bring keep or place or permit or suffer to be brought kept or placed any animals articles or things which in the opinion of the Purchaser shall or may be or become a nuisance or annoyance or cause inconvenience to the Purchaser or to the owners or occupiers of the adjoining or neighbouring property or which may tend to lessen or depreciate the value of the property or other property in the neighbourhood

6. Not without the previous written consent of the Purchaser

6.1 to alter or extend the dwellinghouse comprising part of the property

6.2 to erect garages walls fences or other structures or alter any such as are now existing it being understood between the parties that any consent granted by the Purchaser under this clause shall be given solely in the Purchaser's capacity as vendor and shall be forthcoming only if the Purchaser is satisfied that the proposed works are in keeping with the dwelling and layout in terms of design location and materials used

(7. Not to erect or plant or cause to be erected or planted any wall fence or hedge between the line of the front of the dwellinghouse and the highway/footpath fronting the property with the intent that the front garden of the property shall be maintained as open plan)\*

\* In cases where the Property is on an estate with open plan frontages"

NOTE: No reserved land as defined in the transfer appeared on the transfer plan.

## C: Charges Register

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

- 1 (08.11.1994) The land is subject to such easements and rights as are specified in paragraph 2 of Schedule 2 of the Housing Act 1980 and in paragraph 2 of Schedule 6 of the Housing Act 1985 granted by Right to Buy disposals of adjacent properties.
- 2 (08.11.1994) The dwellinghouses in this title are the subject of a Preserved Right to Buy in favour of Qualifying persons as determined by Sections 171 A - H of the Housing Act 1985 as applied by the Housing (Preservation of Right to Buy) Regulations 1993.
- 3 (08.11.1994) A Conveyance of the land edged and numbered 1 and 2 in yellow on the filed plan and other land dated 16 December 1937 made between (1) The Reverend Horace Townsend Boulton (Vendor) (2) The Ecclesiastical Commissioners for England (Commissioners) (3) The Very Reverend Arthur Whitcliffe Davies and The Chapter (Patrons) and (4) The Rural District Council of Evesham (Purchasers) contains covenants.

By a Deed dated 7 November 1964 made between (1) The Reverend Christopher Percival Johnson (Incumbent) (2) Church Commissioners for England (Commissioners) (3) The Very Reverend Robert Leslie Pollington Milburn M.A. Dan and The Chapter (Patrons) and (4) The Rural District Council of Evesham (Council) the said covenants were expressed to be released. Details of the covenants and of the release are set out in the schedule of restrictive covenants hereto.

- 4 (08.11.1994) The land edged and numbered 2 in yellow on the filed plan is subject to the following rights granted by a Deed of Grant dated 10 January 1975 made between (1) The District Council of Wychavon (Council) and (2) Alcester Builders Limited (grantee):-

"The Council as beneficial owner hereby grant unto the Grantee FULL RIGHT AND LIBERTY for the Grantee and its successors in title the owners and occupiers of the property shown edged blue on the said plan and its and their respective servants and licencees to use the said sewer or drain

## C: Charges Register continued

(provided that the same shall be laid within the period of two years from the date hereof which shall be the perpetuity period applicable hereto) for the passage or conveyance of sewage water and soil from the said piece of land edged blue on the said plan and for the purpose of constructing and thereafter repairing and maintaining the said sewer or drain until such time as the same may be adopted by the Council as a public sewer to enter upon the said land edged green but not for any other purpose whatsoever the Grantee making good nevertheless at its own expense all damage or disturbance which may be caused to any building or erection on or to the surface of the said land edged green or to the Council's tenants thereof in consequence of such construction maintenance or repair."

NOTE 1: The land edged green referred to above is edged and numbered 2 in yellow on the filed plan. The land edged blue referred to is the estate lying to the north west known as Hughes Close

NOTE 2: The sewer referred to above is shown by a blue broken line on the filed plan.

- 5 (08.11.1994) By a Transfer of the land in this title dated 3 October 1994 made between (1) Wychavon District Council and (2) Evesham and Pershore Housing Association Limited the land was conveyed subject as follows:-

"SUBJECT TO

all rights of passage over the Property to which the owners of the land shown coloured blue on the plan annexed hereto may be entitled either under statute or by necessity"

NOTE: The land coloured blue referred to comprises numbers 1,7 and 9 Glebe Cottages.

- 6 (07.01.1999) The parts of the land affected thereby which adjoin the parts edged and numbered in green on the filed plan are subject to rights of entry for the purpose of inspecting, repairing, maintaining, rebuilding altering or removing any building or structure erected on or near the boundaries of the said parts edged and numbered in green.

- 7 (07.02.2001) REGISTERED CHARGE dated 31 January 2001 affecting also other titles to secure the moneys including the further advances therein mentioned.

NOTE 1: The proprietor of this charge is obliged to make further advances in accordance with the mortgage terms and conditions

NOTE 2: Original charge issued in a separate cover and should be lodged at the Land Registry on any dealing with the charge

NOTE 3: Charge reference HW30.

- 8 (07.02.2001) Proprietor: PRUDENTIAL TRUSTEE COMPANY LIMITED (Co. Regn. No. 1863305) of Laurence Pountney Hill, London EC4R 0HH.
- 9 (07.02.2001) RESTRICTION: Except under an order of the registrar no disposition (including an exercise of the power of sale but excluding an exempt disposal as defined by section 81(8) of the Housing Act 1988) by the proprietor of the Charge dated 31 January 2001 in favour of Prudential Trustee Company Limited is to be registered without the consent of the Secretary of State for the Environment to that disposition under the provisions of section 133 of that Act.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 16 December 1937 referred to in the Charges Register:-

"The Purchasers to the intent and so as to bind as far as practicable the said hereditaments hereinbefore expressed to be hereby conveyed into whosoever hands the same may come and so as to enure for the benefit and protection of the neighbouring property now forming part of the glebe lands belonging to the said Rectory doth hereby covenant with the Vendor and also by way of separate covenant with the Commissioners:-

## Schedule of restrictive covenants continued

(a) That no noisy offensive or dangerous trade or business shall be carried on upon the property hereby conveyed or any part thereof nor any trade or business which may be or become in any way a nuisance or annoyance to the Vendor or his successors in office or to the owners or occupiers of any adjoining or neighbouring property

(b) That they will not erect or permit to be erected on that part of the said property which is coloured yellow on the said plan any building whatsoever

(c) That they will fence or otherwise effectively block up and forever hereafter maintain blocked up the existing gateway entrance to the said property at the point marked "A" on the said plan to the satisfaction of the Vendor and will not at any time hereafter make an entrance to that part of the property hereby conveyed which is coloured yellow on the said plan from the roads adjoining thereto

(d) That they will plant to the satisfaction of the Vendor on the said property between the points marked "C" and "D" on the said plan and close to the boundary of the said property a row of trees (the number kind and position of such trees shall be approved by the Vendor or his successors in office) and will replace from time to time to the satisfaction of the Rector for the time being of Harvington aforesaid such of the same trees as shall die or be destroyed so that there shall at all times hereafter be an effectual screen of trees between the said points "C" and "D".

NOTE 1: The land coloured yellow referred to above is edged and numbered 2 in yellow on the filed plan

NOTE 2: The points A,C and D referred to are reproduced on the filed plan.

2 The following are details of the terms of the release contained in the Deed dated 7 November 1964 referred to in the Charges Register:-

"The Incumbent with the approval of the Commissioners and with the consent of the Patrons hereby releases and forever discharges the Council and its successors in title from the said covenant set out in the third Schedule hereto and from all actions proceedings claims and demands for or on account of the said covenant so far only as to permit the Council to erect three single storey dwellings on the land coloured yellow on the plan drawn on the said Conveyance and to make an entrance or entrances thereto from the road adjoining but not further or otherwise."

NOTE: The land coloured yellow referred to is edged and numbered 2 in yellow on the filed plan.

## End of register