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Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number DT231613

Edition date 19.12.2022

- This official copy shows the entries on the register of title on 20 FEB 2023 at 11:17:23.
- 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 16 Nov 2023.
- 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.

BOURNEMOUTH, CHRISTCHURCH AND POOLE

- 1 (22.12.1995) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 13 Ridgeway, Broadstone (BH18 8DY).
- 2 (22.12.1995) The land has the benefit of the following rights reserved by a Transfer of land abutting the western boundary of the land in this title dated 25 March 1988 made between (1) Robert Henry Jackson and Olive Enid Jackson (Transferors) and (2) Martyn David Banyard and Lynn Denise Banyard (Transferees):-

"EXCEPTING AND RESERVING unto the Transferors and their successors in title the same full right to lateral and subjacent support to and for the adjoining land for the purpose of identification only shown on the said plan attached hereto and thereon edged green of the Transferors (hereinafter called "the retained land") and all buildings now or hereafter thereon from and by the land hereby transferred as they would be entitled to if such adjoining land and buildings were the property of a stranger to the intent that the Transferees and their successors in title shall not cause any subsidence to or let down the retained land or buildings thereon EXCEPTING AND RESERVING also all rights and easements including rights of light and air belonging to or enjoyed by the retained land and the buildings thereon over the land hereby transferred".

NOTE: The retained land referred to is the land in this title.

- 3 (22.12.1995) The Transfer dated 25 March 1988 referred to above contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED by and between the parties hereto for the benefit of the retained land that there shall not hereby pass or be deemed to pass and there is not herein included nor shall there be deemed to be included any right or easement over the adjoining retained land and premises of the Transferors and that the enjoyment of any right or easement or quasi easement shall not prevent the Transferors or their successors in title from determining the same at any time they or their successors in title think fit and accordingly that they shall have the right to build or alter or re-build any existing buildings at any time or times on such adjoining retained land according to such

A: Property Register continued

plans as to height elevation extent or otherwise as shall or may be desired"

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 (18.08.2022) PROPRIETOR: MARK JONATHAN HARDELL TOINTON of 13 Argyll Road, Poole BH12 2DR and ELIZABETH ALISON WEBSTER of 50 Lydiard Way, Trowbridge BA14 0UJ and PETER SCOTT MOSLEY of 16 Jersey Road, Ferring, Worthing BN12 5PU and NEIL CHARLES HARDELL TOINTON of 11 Hazel Close, Alderholt, Fordingbridge SP6 3DQ as trustees of the Hilary Jane Tointon Will Trust.
- 2 (14.11.2019) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 3 (19.12.2022) 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.

C: Charges Register

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

- 1 (22.12.1995) A Conveyance of the land in this title and other land dated 9 November 1925 made between (1) Raymond Walter Edwards (Vendor) and (2) Grace Elizabeth Wilkinson (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (03.12.2004) REGISTERED CHARGE dated 2 December 2004.
- 3 (01.10.2007) Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Reg. No. SC327000) of Intelligent Finance Division, P.O. Box 17316, Edinburgh EH12 1AY.
- 4 (03.12.2004) The proprietor of the Charge dated 2 December 2004 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 9 November 1925 June 1925 referred to in the Charges Register:-

The Purchaser hereby covenants for herself her heirs and assigns and the owner or owners for the time being of the said premises to observe perform and comply with the restrictive covenants and provisions contained in the Schedule hereto in respect of the premises hereby conveyed such covenant to enure for the benefit of the Vendor and his sequels in title as owner or owners of other property in the neighbourhood.

THE SCHEDULE before referred to

1. Not at any time to erect or build any erections or buildings on the said land or use or occupy the same or any part thereof as a shop warehouse or other place for carrying on the trade or business of a tavern keeper alehouse keeper or retailer of beer or other liquor fallow melter brewer distiller butcher or slaughterman farrier founder or smith or any other noisy or offensive trade business or occupation whatsoever.

Schedule of restrictive covenants continued

2. Not to make or suffer to be made any bricks from or upon the said piece of land not to erect more than three detached houses with the usual outbuildings and such houses not to be of less cost value than Seven hundred and fifty pounds each.

3. Within three calendar months after being called upon in writing so to do by the Vendor his heirs or assigns to make and thereafter maintain a post and wire or other fence not less than Four feet high on the South side of the said piece of land.

4. That any house or other building to be erected on the said piece of land shall be in accordance with plans specifications and elevations to be first submitted for approval to the Vendor his heirs or assigns and that no house should be commenced until the approval in writing of the Vendor shall have been obtained but such approval should not be unreasonably withheld.

5. Not to use the said piece of land for any purpose other than as garden ground until built upon and not to commit or suffer to be committed any act deed or thing on the said land or any building thereon which might be or grow to be an annoyance nuisance damage or disturbance to the Vendor his heirs or assigns or the owners or tenants of any adjoining land.

6. That any house or building to be erected on the said piece of land should be used for the purpose of a private dwellinghouse or as a boarding or lodging house or for professional purposes only.

7. Not to erect any building other than a fence on the said piece of land between the building line shown on the said plan and the road.

8. Not to dig or remove or permit to be dug or removed from or upon the said piece of land any gravel sand clay or soil except what may be necessary in excavating the foundations of any building to be erected thereon or any well or cesspool or for the laying out of the gardens.

NOTE: The Southern boundary of the land in this title forms part of the south side referred to in clause 3 above. The building line referred to in clause 7 above is set back 18 feet from the road frontage.

End of register