



Official copy of register of title

Title number DT133700

Edition date 25.09.2023

- This official copy shows the entries on the register of title on 16 Jan 2024 at 16:15:06.
- 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 Jan 2024.
- 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 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 9 Salterns Way, Lilliput, Poole (BH14 8JR).

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 (25.09.2023) PROPRIETOR: VERELEY HOMES LIMITED (Co. Regn. No. 11771903) of The Coach House, 171 Richmond Park Road, Bournemouth BH8 8UB.
- 2 (25.09.2023) The price stated to have been paid on 7 September 2023 for the land in this title and in P152411 was £1,610,000.
- 3 (25.09.2023) A transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the register and of indemnity in respect thereof.

C: Charges Register

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

- 1 The parts of the land affected thereby are subject to the rights of the Local or other Authorities relating to a Public Sewer under the land.
- 2 A Transfer of the land in this title and other land dated 23 September 1921 made between (1) The Right Honourable Ivor Churchill Viscount Wimborne (Vendor) and (2) Salterns Limited (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Transfer of the land in this title dated 20 July 1936 made between (1) George John Lattimer and (2) Kenneth Elliot Laird Yuill contains

C: Charges Register continued

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 covenants contained in the Transfer dated 23 September 1921 referred to in the Charges Register:-

"The Purchaser doth hereby for himself his heirs executors administrators and assigns and all future owners and tenants of the said land or any part thereof and to the intent and so as to bind the said land into whosoever hands the same may come covenants with the Vendor and his successors in title the owner or owners for the time being of the Canford Estate of which the land hereby transferred and conveyed forms part to observe and perform the restrictive and other conditions set out in the 1st and 2nd parts of the 3rd Schedule hereto.

THE THIRD SCHEDULE above referred to.

PART I.

A Public Sewer runs under parts of the parcels 436, 526, 529, 530 and 532 on the Plan and those parcels are subject to such rights of the Local or other Authorities as may affect the same by reason of the existence of the said Sewer.

PART II.

(1) The Purchaser will forthwith properly enclose and fence off the said piece of land on all sides thereof and from the adjoining land where not already fenced to the satisfaction of the Vendor with good and substantial fences or walls not exceeding six feet inches (sic) in height of such material height and design and in such manner in all respects as the Vendor shall approve AND will for ever after maintain and keep the said fences or walls in good order and repair to the reasonable satisfaction of the Vendor and his successors in title as aforesaid.

(2) As soon as a public sewer shall have been brought or if such sewer has already been brought within a distance of 100 feet of the piece of land the Purchaser will construct a good strong and sufficient sewer or tubular drain or drains extending from any dwellinghouse built on the said land into such public sewer to the satisfaction of the Vendor or his successors in title as aforesaid and in the meantime will construct to the like satisfaction a good and sufficient cesspool into which the drain or drains from any and every such dwellinghouse shall be emptied but such drain or drains shall in no case be connected with the surface drains in roads".

NOTE: The South-Eastern boundary of the land in this Title forms part of the South-Eastern boundary of the land comprised in the Transfer.

- 2 The following are details of the covenants contained in the Transfer dated 20 July 1936 referred to in the Charges Register:-

"For the benefit of the remainder of the Salterns Estate belonging to the said George John Lattimer and with intent to bind all persons in whom the said land hereby transferred shall for the time being be vested the said Kenneth Elliot Laird Yuill hereby covenants with the said George John Lattimer that the said Kenneth Elliot Laird Yuill and the persons deriving title under him will at all times hereafter duly perform and observe all and singular the restrictive and other covenants and stipulations specified in the schedule hereto so far as the same are applicable to the land transferred but so nevertheless that this covenant shall as regards any restrictive provision be binding only upon the said Kenneth Elliot Laird Yuill and the persons deriving title under him during the period of his or their respective ownership of any interest in the land hereby transferred

THE SCHEDULE before referred to

- (a) One detached dwellinghouse only with or without suitable stabling

Schedule of restrictive covenants continued

or motor house shall be erected on the said plot and such stabling or motor house shall be used as private stabling or private motor house only and in connection with the said dwellinghouse. Such dwellinghouse stabling and motor house shall be erected only according to such plans and elevations and situations as may be approved in writing by the said George John Lattimer and the ground floor and the first floor of the said dwellinghouse shall contain together by admeasurement inside the main walls not less than twelve hundred square feet floor space

(b) If not already done there shall be erected suitable boundary walls or fences within one calendar month after notice requiring their erection shall have been given to the said Kenneth Elliot Laird Yuill by the said George John Lattimer and they shall be maintained as follows:-

On the side or sides of the plot marked "T" on the said plan within the boundary lines. The walls or fences aforesaid shall be of a design and height and constructed of materials to be approved by the said George John Lattimer and in particular the side walls or fences behind the building lines shall not be more than six feet nor less than four feet six inches in height and those in front of the building line shall not exceed three feet six inches in height A dwarf brick wall two feet in height shall be erected along the frontage to the road on which the plot abuts

(c) No building or erection of any kind (except such walls or fences as aforesaid) shall be erected on any portion of the said plot which lies between the building line and the road in front

(d) Neither the said plot nor any house or building thereon shall be used for carrying on any trade or business nor otherwise than as or for the purpose of a private dwellinghouse but this shall not preclude the carrying on in any such house or building of a learned or artistic profession but no outward indication of such profession or business shall be permitted other than a brass or other plate or inscription covering the space of not more than two feet by one foot

(e) No alteration in the plan or elevation of any house or building or of the said fences shall be made without the previous licence in writing of the said George John Lattimer for that purpose and no gravel sand clay stone or other substance shall at any time be excavated or dug out of the said plot except for the purpose of laying the foundations of the house or outbuildings to be erected thereon or for use in erecting such buildings

(f) No temporary erection or shed of any kind whatsoever shall be erected or placed on the said plot except temporary sheds or workshops to be used only for the work incidental to and during the erection of some house or other building to be erected upon such plot and no hut (except for such work as aforesaid) caravan house on wheels or other thing adapted or intended for use as a dwelling or sleeping apartment shall be erected made placed used or allowed to remain upon the said plot and no clothes shall be hung out to dry on the said premises Neither the said plot or any building thereon shall be used for any purpose which shall be or grow to be in any way a nuisance or cause disturbance to the said George John Lattimer or his assigns owner or owners of the other plot or plots on the Estate belonging to the said George John Lattimer of which the same respectively form part or to the neighbourhood No plot or part thereof shall be used as a roadway except with the written consent of the said George John Lattimer No advertisement except such as shall relate solely to the selling or letting of the said plot or any building thereon shall be displayed on or in any plot or any building thereon

(g) Any ground not built upon shall at all times hereafter be kept as ornamental garden or pleasure ground and well planted with trees and shrubs

(h) No part of the site of any road on the Salterns Estate or of the footpath thereto belonging shall be included in the transfer to the said Kenneth Elliot Laird Yuill

(i) The said Kenneth Elliot Laird Yuill will pay to the said George

Schedule of restrictive covenants continued

John Lattimer on demand from time to time such a proportion as the said George John Lattimer shall deem just and assess of the expense of repairing maintaining and cleansing (but not of making) the roads and footpaths abutting on the said plot and of the sewers and drains in and under the said roads and footpaths until the said roads footpaths sewers and drains shall be taken over by the local or other public authority

THE said George John Lattimer reserves the right

(1) To sell or dispose of any part or parts of the Salterns Estate without imposing on the person or persons to whom he may so sell or dispose of the same the conditions restrictions and stipulations aforesaid or to impose on such person or persons as aforesaid any one or more only of such conditions restrictions or stipulations or any other condition restriction or stipulation

(2) To release or modify or agree to and procure the release or modification of any such respective covenants conditions restrictions and stipulations as aforesaid in respect of any portion or portions of the Salterns Estate which may for the time being be subject to any such covenants conditions restrictions and stipulations":-

NOTE: The 'T' marks referred to in paragraph (b) of the Schedule affect the South-Eastern and South-Western boundaries of the land in this title.

End of register