



Official copy of register of title

Title number ESX188718

Edition date 09.09.2009

- This official copy shows the entries on the register of title on 16 JAN 2017 at 09:19:39.
- 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 2017.
- 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.

BRIGHTON AND HOVE

- 1 (10.09.1992) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the north side of Marine Drive, Roedean, Brighton (BN2 5TQ).

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 (10.09.1992) PROPRIETOR: BRIGHTON AND HOVE CITY COUNCIL of Kings House, Grand Avenue, Hove BN3 2SR and of DX59286, Hove 1.

C: Charges Register

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

- 1 (10.09.1992) A Conveyance of the land in this title and other land dated 11 June 1898 made between (1) Steyning Beard (Vendor) and (2) George Dickinson Byfield (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (10.09.1992) A Conveyance of the land in this title and other land dated 26 May 1931 made between (1) Bertram Dickinson Byfield and Dora Byfield and Cecil Burton and Ethel Wilks (Vendors) and (2) The Mayor Aldermen and Burgesses of the County Borough of Brighton contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (10.09.1992) An Order of the Official Arbitrator dated 27 January 1936 made pursuant to an application made by the Mayor Burgesses of the County Borough of Brighton contains undertaking by the applicants affecting the land in this title.

That the said Applicants, as an addition to the land hatched BLUE on

APPENDIX 4

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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C: Charges Register continued

the said plan which they have already undertaken to preserve as an OPEN SPACE, shall preserve for all time the adjoining block of land situate on the Eastern side of 'The Avenue' and coloured BLUE on the said plan. No building whatsoever to be erected upon it and no part of it shall be used for a vehicle stand, nor so parking, nor for the erection of stands, buildings, erections or constructions of any type whatsoever.

NOTE: The land hatched blue and coloured blue referred to above we edged and numbered 2 in yellow and edged and numbered 1 in yellow respectively on the filed plan.

- 4 (10.09.1992) An Agreement for lease dated 5 October 1936 made between Brighton Borough Council (2) J Turner contained Restrictive Covenants:-

The Corporation shall on the grant of the said Lease covenant with the Lessee (a) that the Corporation will not at any time during the continuance of the said Lease without the consent in writing of the Lessee erect or permit to be erected any buildings or works on the land lying west of Roedean School between Marine Drive and the Sea other than covered seats or shelters (not exceeding twelve feet in height) but so that no such seats or shelters shall be erected on any part of the said land immediately fronting the site (b) that during the period of ten years from the grant of the said Lease the Corporation will not without the consent in writing of the Lessee erect or permit to be erected any block or flats or maisonettes on any land now belonging to or hereafter acquired by the Corporation situate south of the old main road to Rottingdean meaning the road which is a continuation eastwards of the road marked "Roedean Road" on the plan west of Roedean School (c) that the Corporation will not at any time during the continuance of the said Lease without the consent in writing of the Lessee erect or permit to be erected any buildings or works on the land lying between the road known as "The Cliff" and the Sea except such buildings as may be required for the purpose of or in connection with a public park or recreation ground Any such covenants on the part of the Corporation shall if required by the Lessee be embodied in a separate Deed of Covenant and shall be so framed as to insure for the benefit of and be enforceable by the Lessee and his successors in title during the continuance of the said Lease Pending the execution of the said Deed of Covenant the Corporation shall observe the said covenants in all respects.

By a Deed of Release and Modification dated 26 August 1986 made between (1) Dowelfirm Management Limited and (2) Brighton Borough Council the above restrictive covenants were expressed to be released and the following covenants imposed:

THE Covenantors hereby covenant with the Covenantees and their successors in title to the intent that the burden of this covenant may run with and bind the land more particularly described in the Second Schedule Part I hereof and each and every part thereof and to the intent that the benefit thereof may be annexed to and run with each and every part of the Covenantees land comprised in Marine Gate and more particularly described and identified in the said Lease dated 30 May 1939 to observe and perform the covenants contained in the Second Schedule Part II hereof.

PART II

1. Not without the previous written consent of the covenantees or their successors in title to erect on the paddock land or permit to be erected thereon more than sixteen detached private dwellinghouses (each for occupation by one family) TOGETHER WITH the garages and outbuildings each of such dwellinghouses not to exceed thirty feet in height

2. Not to use any dwellinghouse garage or other outbuildings to be erected on the paddockland for any other purpose other than that of a private dwellinghouse (but so that the profession of a medical practitioner dentist architect or solicitor may be carried on thereon) and not to do or suffer upon the paddockland or any part thereof or in or upon any building to be erected thereon anything which shall be a nuisance to the Covenantees or their successors in title assigns or the persons or person for the time being owning or occupying Marine Gate,

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C: Charges Register continued

Marine Drive, Brighton.

3. Not to use or allow to be used any garage erected on the paddockland for any purpose other than a private domestic garage in conjunction with the private dwellinghouse appurtenant thereto

4. No shed or caravan or house on wheels made or placed on any part of the paddockland shall be used for the purpose of human habitation

5. No caravan or house on wheels or boat shall be put in the driveway of any garage or dwellinghouse

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

- 5 (18.10.2000) By a Deed dated 2 October 2000 made between (1) Marine Gate Holdings Limited and (2) Brighton & Hove Council the release contained in the Deed dated 26 August 1986 referred to above was expressed to be rectified as therein mentioned.

NOTE: Copy filed.

- 6 (09.09.2009) By an Order of the Upper Tribunal (Lands Chamber) dated 10 July 2009 made pursuant to Section 84 of the Law of Property Act 1925 the restrictive covenants contained in the Conveyance dated 11 June 1898, the Conveyance dated 26 May 1931 and the Order of the Official Arbitrator dated 26 January 1936 referred to above were modified to the following extent;

The restrictions are modified so as to permit the applicant to erect 16 detached private dwellings having a maximum height of 30 feet on the land.

NOTE: Copy Order filed.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance of the land in this title and other land dated 11 June 1898 referred to in the Charges Register:-

COVENANT by the said Purchaser as to the said land thereby conveyed with the said Vendor his heirs and assigns and by said Vendor as to the land referred to in the Second Schedule thereunder written with said Purchaser his heirs and assigns

That the said covenanting parties respectively would thenceforth observe perform and comply with the said stipulations and conditions set forth in the said First and Second Schedules respectively so far as the related to or affected the land therein respectively referred to But that personal liability under foregoing covenant was to be limited to the period of ownership.

THE FIRST SCHEDULE

STIPULATIONS AND CONDITIONS

1. ROADS AND SEWERS. The said Purchaser will at his own expense within 3 years to be computed from the 11th day of June 1898 properly construct metal and sewer the Roads following that is to say:-

"Middle Road" at the point marked "C" on the said plan or within 80 feet to the West of the said point marked "C" from the said New Main Road in a direct line to the said "Proposed Road" "Proposed Road"

When the said roads shall have been constructed as aforesaid the said Vendor and the owners and tenants for the time being of all land now belonging to the Vendor in the Parishes of Ovingdean and Rottingdean shall have full right of way over the same and user of the sewers thereunder and rights of connection therewith

RESTRICTIONS No building shall be erected on the South or Sea side of

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Schedule of restrictive covenants continued

the said proposed Road except a Band Stand or Building in connection with a garden it being intended that the land the South of Sea side of the Proposed Road should be left as an open space No earth clay gravel stone or chalk shall be excavated or removed from any part of the said land except such as may be excavated or removed for the purpose of erecting building making of Roads and laying out of ground in conformity with the stipulations in this Schedule.

DESCRIPTION AND VALUE OF BUILDINGS No buildings other than Private Houses Boarding Houses Lodging Houses and for Professional purposes and shops with or without domestic offices outbuildings and stabling attached hereto shall be erected on the land with the exception of one Public House which may be erected within some portion of the area coloured Pink on the said Plan and not more than 100 feet eastward from the South West corner of the said land marked G on the said plan or 300 feet Northward of such point No house or shop shall be erected on the said land which exclusive of outbuildings (other than domestic offices) and stabling in connection therewith which shall be of less value than £400 No house or shop shall be erected on any part of the said land which lies at a greater distance than 350 feet from the western boundary thereof which exclusive of outbuilding (other than domestic offices) and stabling in connection therewith shall be of less value than £600 The value of a house or building for the purpose of these stipulations shall be the amount of its net first cost in materials and labour of construction only estimated at the lowest current prices All buildings fronting upon the said East Road Middle Road and Proposed Road which lie to the east of the point marked H on the said plan shall be used as private houses Boardhouses Lodging houses and for professional purposes only.

TRADES No portion of the said land shall be used for the carrying on thereon or in any building to be erected thereon of the trade of an Inn or Beerhouse keeper or Publican (except as aforesaid) or of any noxious noisome or offensive trade or calling No time bricks tiles pipes clay or earth shall be burnt or baked on any part of the said land and no act or thing shall be done upon any part of the said land which may be or become a nuisance to any land adjoining or near thereto or to any building thereon or to the owners or occupiers of such land or buildings No part of the said land shall be used for exposing linen to dry or beating carpets for trade purposes No part of the said land shall be used as a burial ground No advertisements boards or hoardings shall be erected on unbuild on land except for advertising that such land is to be let or sold and no part of the said land shall be used for shooting or depositing rubbish ashes or other refuse other than in connection with buildings or the making of Roads on the said land No hut shed caravan house on wheels or other chattel adopted or intended for use as a dwelling or sleeping apartment shall be erected made placed or used or be allowed to remain on any part of the unbuild on land and the said Vendor or the owner or owners of any land adjoining or near thereto now belonging to the said Vendor may remove or dispose of any such erection or other thing and for that purpose may break fences and forcibly enter any land upon which a breach of this stipulations shall occur and shall not be responsible for the safe keeping of anything so removed or for the loss thereto or any damage thereto No part of the land shall be used for the carrying on thereon or in any building to be erected thereon of any Hospital Asylum Convalescent Home House or Home for the reception of Lunatics Salvation Army Hall or Meeting House.

NOTE: Copy filed.

2 The following are details of the covenants contained in the Conveyance of the land in this title and other land dated 26 May 1931 referred to in the Charges Register:-

AND the Corporation for itself and its assigns (so that the covenants may run with the land hereby conveyed or such part thereof to which such covenants are expressed to apply and enure for the benefit of the Vendors' adjoining land coloured yellow on the said plan attached hereto or referred to in the said covenants as the "yellow land" but so that the Corporation or its successors in title shall not be liable in damages for any breach thereof committed after the Corporation or they shall have parted with all interest in the said land or such part

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Schedule of restrictive covenants continued

thereof to which the breach shall relate) hereby covenant with the Vendors that they the Corporation will observe and perform the covenants set out in the First Schedule hereto.

In regard to the land delineated on the said plan and coloured blue the Corporation hereby covenants as follows:-

(i) No dwellinghouse shop or other buildings to be erected on the land to be of a less cost in materials and labour and exclusive of the value of the site but inclusive of garages out-buildings and boundary walls and fences then One Thousand Pounds calculated at prices ruling in the year One thousand nine hundred and thirty. The external walls of all buildings erected on the land shall be constructed of red bricks red tiles or rough cast and the roofs of all buildings of red tiles or other suitable material of good appearance.

(ii) To furnish to the Vendors on demand reasonable particulars of all projected buildings on the land.

(iii) Not to carry on or suffer to be carried on on the land any noisy noxious or offensive trade or business.

(iv) In particular not to permit any building to be erected on the land to be used as a factory workshop warehouse public house beer house beer shop or place for the sale of wines spirits beer or other excisable liquors (as distinguished from a bona fide licensed or unlicensed residential hotel) hospital asylum convalescent home place for the reception of lunatics or inebriates a Salvation Army Hall or Meeting House. No portion of the land shall be used for exposing linen to dry or beating carpets for trade purposes. No advertisement boards or hoardings shall be erected upon the land except for advertising that such land or the buildings erected thereon are for sale or to be let and no part of the land shall be used for depositing rubbish ashes or other refuse thereon other than in connection with buildings erected or to be erected upon the land. No hut caravan house on wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment shall be erected made placed or used or allowed to remain on any part of the land. And the Vendors or the owners or owner of the yellow land may remove or dispose of any such caravan or other chattel and for that purpose may break fences and forcibly enter any portion of the land upon which a breach of this stipulation shall occur and shall not be responsible for the safe keeping of anything so removed or for the loss thereof or any damage thereto.

NOTE: The land coloured yellow referred to above lies to the North of the land in this title.

End of register

