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# Official copy of register of title

Title number BK96847

Edition date 10.01.2014

- This official copy shows the entries on the register of title on 26 JUN 2024 at 14:07:10.
- 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 26 Jun 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, Gloucester Office.

## A: Property Register

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

WOKINGHAM

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 18 Kiln Ride, Wokingham, (RG40 3PL).
- 2 The Conveyance dated 12 May 1969 referred to in the Charges Register contains the following provision:-  
  
"It is hereby agreed and declared that:-  
  
(a) The Purchaser shall not be entitled to any right of light or air or other easement which would in any manner diminish or interfere with the free and unrestricted user of any adjoining or neighbouring property now belonging to the Vendor either for building or any other purpose."
- 3 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 21 August 1970 referred to in the Charges Register.
- 4 The Transfer dated 21 August 1970 referred to above contains provisions as to any easement or right of light or air or other easement or right and as to joint drains and sewers and the ownership of boundary walls and fences.

## 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 (15.09.1976) PROPRIETOR: MICHAEL ERNEST BREEZE of 18 Kiln Ride, Wokingham, Berks, RG40 3PL.
- 2 (29.10.1993) 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 A Conveyance of the land tinted blue on the filed plan and other land dated 13 April 1922 made between (1) John Walter and (2) Henry William Brake contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance of the land tinted pink on the filed plan and other land dated 13 April 1922 made between (1) John Walter (Vendor) and (2) Henry William Brake (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Conveyance of the land tinted blue on the filed plan and other land dated 11 October 1928 made between (1) Henry William Brake and (2) Reginald Albert Charles contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 A Conveyance of the land tinted pink on the filed plan and other land dated 17 October 1952 made between (1) Zillah Brake and Zillah Gwendolen Brake (Vendors) and (2) Peter Washington (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 A Conveyance of the land tinted blue on the filed plan and other land dated 2 September 1957 made between (1) Reginald Albert Charles Aries (Vendor) and (2) William Young (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto. By a Deed dated 10 March 1969 made between (1) Reginald Albert Charles Aries and (2) William Young and Lily Young the said covenants were expressed to be modified. Details of the terms of modification are set out in the schedule of restrictive covenants hereto.
- 6 The Deed dated 10 March 1969 referred to above contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 7 A Conveyance of the land tinted pink on the filed plan and other land dated 12 May 1969 made between (1) Peter Washington (Vendor) and (2) Frederick James Davis (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 8 A Transfer of the land in this title dated 21 August 1970 made between (1) Frederick James Davis and (2) Walter Jones and Maureen Ann Jones contains restrictive covenants.

*NOTE: Original filed.*

- 9 (15.09.1976) REGISTERED CHARGE dated 13 August 1976 to secure the moneys including the further advances therein mentioned.
- 10 (17.10.2007) Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS.
- 11 (29.10.1993) Terms of Charge dated 13 August 1976 referred to above altered by a Deed dated 16 October 1993 made between (1) Halifax Building Society and (2) Michael Ernest Breeze and Joyce Patricia Breeze.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 13 April 1922 referred to in the Charges Register:-
  1. No building shall be erected on the said piece of land to cost less than Seven hundred pounds but this shall not be construed to preclude the Purchaser from enlarging any existing buildings irrespective of value nor to preclude the erection of private boat houses or summer houses in connection with any private house No such building erected on the said land shall be used otherwise than as a private residence together with the usual offices and outbuildings.
  2. No building, manure pit or cesspool, except a lodge not exceeding

## Schedule of restrictive covenants continued

fifteen feet in height from ground level to ridge of roof shall be erected on the said land within fifty feet of the highway.

3. No part of the said land nor any building to be erected thereon shall be used for any purpose which may be or grow into a nuisance or annoyance to the neighbourhood.

4. No temporary dwelling building or erection or any kind except sheds to be used during the working hours by workmen employed in building or completing houses upon any of the said land shall be erected on any of the said land and no booths caravans shows swings or roundabouts shall be placed or used thereon.

5. No part of the land shall be used as an advertising station (except for the purpose of advertising any part or parts of the property hereby agreed to be sold or for entertaining beanfeasters or pleasure parties.

6. No manufacturing shall be carried on on any of the said land or buildings erected thereon and no permanent operative machinery shall be fixed or placed thereon except the existing sawmills and laundry and no bricks or tiles shall be made nor any clay or lime be burned on any of the said lands but this clause shall not be so construed as to preclude the Purchaser his heirs administrators or assigns from erecting and using machinery for private uses such as the generating of electric light gas pumping of water and anything in connection with farming work such as chaff cutting root crushing cake breaking and private work of a similar character.

2 The following are details of the covenants contained in the Conveyance dated 13 April 1922 referred to in the Charges Register:-

The Purchaser for himself his heirs executors administrators and assigns hereby covenants with the Vendor his heirs executors administrators and assigns to the intent and so as to bind not only himself personally but also (so far as practicable) all future owners and tenants of the lands and premises hereby assured or any part thereof and to bind such lands and premises into whosoever hands the same may come but not so as to render the purchaser personally liable in damages for breach thereof after he shall have parted with all interest in the premises hereby assured or any part thereof that he the Purchaser and the persons deriving title under him will henceforth and at all times hereafter observe and perform the stipulations and conditions contained in Second Schedule hereto.

### THE SECOND SCHEDULE ABOVE REFERRED TO

1. No building shall be erected on the said land hatched green and brown on the said plans marked A and B to cost less than £700 but this shall not be construed to preclude the Purchaser from enlarging any existing buildings irrespective of Value not to preclude the erection of private boat houses or Summer houses in connection with any private dwellinghouses no such building erected on the said land hatched green and brown on the said plan shall be used otherwise than as a private residence together with usual offices and outbuildings.

2. No building manure pit or cesspool except a Lodge nor exceeding 15 feet in height from ground level to ridge of roof shall be erected on the said land within 50 feet of the highway.

3. No part of the said land comprised in the said plans marked A, B and C nor any buildings to be erected thereon shall be used for any purpose which may be or grow into a nuisance or annoyance to the neighbourhood.

4. No temporary dwelling building or erection of any kind except sheds to be used during the working hours by workmen employed in building or completing houses upon any of the said land shall be erected on any of the said land and no booths caravans shows swings or roundabouts shall be placed or used thereon.

5. No part of the land shall be used as an advertising station (except for the purpose of advertising any part or parts of property hereby agreed to be sold) or for entertaining beanfeasters or pleasure

## Schedule of restrictive covenants continued

parties.

6. No manufacturing shall be carried on on any of the said lands or buildings erected thereon and no permanent operative machinery shall be fixed or placed thereon except the existing Saw Mills and Laundry and no bricks or tiles shall be made nor any clay or lime be burned on any of the said Lands but this clause shall not be so construed as to preclude the Purchaser his heirs executors administrators or assigns from erecting and using machinery for private uses such as the generating of electric light gas pumping of water and anything in connection with farming works such as Chaff Cutting Root crushing Cake breaking and private works of similar character.

NOTE: No plan marked A referred to in clause 1 was produced on first registration. The land tinted pink on the filed plan falls within that hatched green referred to in clause 1. No part of the land tinted pink on the filed plan falls within that hatched brown referred to in clause 1.

- 3 The following are details of the covenants contained in the Conveyance dated 11 October 1928 referred to in the Charges Register:-

The Purchaser hereby further covenants with the Vendor that he will not excavate or dig any sand gravel or brick earth from the said piece of land except in the course of laying the foundations of the houses or outbuildings to be erected thereon or for use in erecting such buildings AND ALSO will not erect any building nearer the road adjoining the said piece of land than fifty feet or of less value than Seven hundred pounds reckoning net cost of labour and material AND ALSO will not carry on or permit to be carried on upon the said piece of land any noxious noisome or offensive trade business occupation or manufacture AND ALSO will keep in repair half the road and footpath adjoining the said piece of land until the Parochial or other Public Authorities shall take upon themselves the repairs of the same AND the Purchaser for himself his heirs executors administrators and assigns hereby covenants to repay to the Vendor the proportion of Tithe or land tax if any which the Vendor may pay on the property hereby conveyed at the office of the Vendor at Farnborough Hants or as he may direct and the Purchaser further covenants with the Vendor that he will in any agreement for sale or Conveyance he may make of the property bind his successors to the same effect.

- 4 The following are details of the covenants contained in the Conveyance dated 17 October 1952 referred to in the Charges Register:-

For benefit and protection of adjoining property of Vendors known as Bearwood Estate (Wokingham) or any part or parts thereof and so as to bind so far as might be the property hereby conveyed into whoseever hands the same might come the Purchaser thereby covenanted with Vendors that he the Purchaser and persons deriving title under him would at all times thereafter observe and perform the stipulations and conditions set out in the Schedule thereto but so that the Purchaser should not be liable for a breach of that covenant occurring on or in respect of property thereby conveyed or any part thereof after the Purchaser should have parted with all interest therein.

THE SCHEDULE before referred to

1. No sand gravel stone chalk brick earth or other substrata shall be excavated or dug from the said property except in the course of laying the foundations of any houses or outbuildings which may be erected thereon or for use in erecting such buildings.

2. Not to carry on or permit to be carried on any noxious or noisome or offensive trade business occupation or manufacture on the said property.

- 5 The following are details of the covenants contained in the Conveyance dated 2 September 1957 referred to in the Charges Register:-

"THE Purchaser hereby covenants with the Vendor for the benefit and protection of the Vendor's adjoining Estate that he the Purchaser will not erect more than one private dwellinghouse and garage on the land hereby assured the plans in respect of which shall be submitted to the

## Schedule of restrictive covenants continued

Vendor or his successors in title for his or their prior approval."

- 6 The following are details of the terms of modification contained in the Deed of Variation dated 10 March 1969 referred to in the Charges Register.

"1. IN pursuance of the said agreement and in consideration of the revised covenant on the part of Mr and Mrs Young hereinafter contained Mr Aries hereby waives the covenant originally imposed by the Conveyance."

- 7 The following are details of the covenants contained in the Deed of Variation dated 10 March 1969 referred to in the Charges Register:-

"2. IN consideration of the waiver of the hereinbefore recited covenant by Mr Aries and Mr and Mrs Young with intent and so as to bind (so far as practicable) the land comprised in the first and second Conveyances into whosoever hands the same may come and to benefit and protect the adjoining properties Shenstone House and Boronia (Numbers 350 and 352 respectively) Finchampstead Road Wokingham aforesaid but not so as to render themselves personally liable for any breach of covenant committed after they shall have parted with all interest in the property in respect of which the said breach shall occur hereby jointly and severally covenant with Mr Aries that they Mr and Mrs Young and their successors in title will not erect on the said land comprised in the First and Second Conveyances more than four bungalows of a height (measured from ground level to the apex of the roof) not exceeding eighteen feet Provided that until the dwellinghouse and garage at present standing on the land comprised in the first Conveyance have been demolished the number of bungalows to be erected shall not exceed two."

- 8 The following are details of the covenants contained in the Conveyance dated 12 May 1969 referred to in the Charges Register:-

"THE Purchaser covenants with the Vendor to perform and observe the restrictions and stipulations contained in the Schedule hereto so as to bind the property and all persons in whom the same shall for the time being be vested (but not so as to render the Purchaser liable in damage for any breach committed after he shall have parted with all interest in the said property and so as to enure for the benefit and protection of the Vendor and successors in title of the land and of every part thereof on the Western side of the land hereby conveyed.

### THE SCHEDULE before referred to

1. No trade or business shall be carried on upon the said land or any part thereof nor shall any buildings be erected for or used for any other purpose than that of two private bungalows or chalet bungalows of a height (measured from ground level to the apex of the roof) not exceeding Twenty feet and in accordance with the Planning Permission granted by the Berkshire County Council Application No.0/97/68 and dated the Sixteenth day of July One thousand Nine hundred and sixty eight.

2. Nothing shall be set up or done by the Purchaser on any part of the said land or in any building thereof which may be or grow to be a nuisance damage grievance or annoyance to the Vendor or any tenants of the Vendor or to the owner or tenants of the adjoining property."

End of register