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# Official copy of register of title

Title number ESX168493

Edition date 20.08.2020

- This official copy shows the entries on the register of title on 01 FEB 2021 at 10:58:14.
- 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 01 Feb 2021.
- 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, Coventry Office.

## A: Property Register

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

EAST SUSSEX : HASTINGS

- 1 (09.05.1949) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the south west side of The Ridge, Baldslow.
- 2 The land has the benefit of a right of way over the land tinted brown on the filed plan.
- 3 The Conveyance dated 16 March 1949 referred to in the Charges Register contains the following provision:-
 

"PROVIDED ALWAYS and it is hereby declared that the Purchaser shall not be entitled to any right of light or air which would in any manner diminish or interfere with the free and unrestricted user of any adjoining or neighbouring property of the Vendors or any persons deriving title under them either for building or any other purpose and the assurance hereinbefore contained shall not be deemed to construed to imply the grant of any such right."
- 4 (13.09.1995) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 5 (13.09.1995) As to the part edged and numbered ESX209088 in green on the filed plan, cautions in favour of Chantreys Building Company Limited and Fairclough Homes Limited referred to above withdrawn.

## 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 (22.01.1993) PROPRIETOR: THE BAPTIST UNION CORPORATION LIMITED (Co. Regn. No. 32743) of Baptist House, PO Box 44, 129 Broadway, Didcot, Oxon OX11 8RT.
- 2 (22.01.1993) RESTRICTION: No disposition or other dealing by the proprietor of the land is to be registered without the consent of the

## B: Proprietorship Register continued

Charity Commissioners or an order of the registrar unless a certificate signed by the secretary or solicitor of the proprietor has been furnished that during the period of three years immediately preceding the disposition or dealing, or, if the land has been acquired during that period, since the date of acquisition, the land has not been used for any purpose other than those specified in paragraph 1(b) of the Charities (Baptist, Congregational and Unitarian Churches and Presbyterian Church of England) Regulations 1961.

## C: Charges Register

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

- 1 A Conveyance dated 11 October 1873 made between (1) George Clement and (2) Edwin White contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance dated 16 March 1949 made between (1) Gertrude Clare Hankey, William Haward and John Frank Whitfield (2) James Beeney and (3) Ernest Charles Overy Eldridge contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (20.08.2020) UNILATERAL NOTICE in respect of a Contract for sale dated 11 August 2020 made between (1) The Baptist Union Corporation Limited and (2) Park Lane Homes (East Sussex) Limited.
- 4 (20.08.2020) BENEFICIARY: Park Lane Homes (East Sussex) Limited (Co Regn No 9723244) of 141-145 Bohemia Road, St Leonards-on-Sea, East Sussex TN37 6RL.

### Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 11 October 1873 referred to in the Charges Register:-

"The said Edwin White doth hereby for himself his heirs executors administrators and assigns covenant with the said George Clement his heirs and assigns that no house shall be erected on any of the said pieces of land at a less cost than Five hundred pounds and not more than one house shall be erected upon each acre of the said pieces of land hereby assured and no building shall be erected thereon within thirty feet of any of the existing roads or the said intended new roads without the consent in writing of the said George Clement his heirs or assigns."
- 2 The following are details of the covenants contained in the Conveyance dated 16 March 1949 referred to in the Charges Register:-

"THE Purchaser to the intent and so as to bind (so far as practicable) the said land into whosesoever hands the same may come and to benefit and protect the said adjoining property but not so as to render the Purchaser personally liable in damages for any breach of any restrictive covenant committed after he shall have parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Vendors that he will at all times hereafter observe and perform the restrictions and stipulations contained in the First Schedule hereto.

#### THE FIRST SCHEDULE before referred to

1. (a) No building or buildings shall be erected upon the said land except a private garage or private garages for use in connection therewith and except so long as the said land is used for the purposes of a farm such outbuildings as are reasonably required for the purposes thereof Provided that cottages for housing agricultural workers employed as such upon the said land may be erected on that part of the said land which is coloured brown on the said plan.
1. (b) Any such dwellinghouse or dwellinghouses shall not exceed Twenty feet in height measure from the level of the ground to the eaves and shall have a total floor space of not less than One thousand five

## Schedule of restrictive covenants continued

hundred feet super and shall be constructed of brick or stone with slate or tile roof.

(c) Any such garage or garages shall not exceed eight feet in height measured from the level of the ground to the eaves and shall not have a greater floor space than One hundred and forty feet super and shall be constructed of brick or stone and so as to harmonize with the dwellinghouse or dwellinghouses in connection with which such garage or garages are to be used.

2. No building or other erection of any nature whatsoever shall at any time be erected on the said land unless the exact position of the site thereof and the plans drawings and elevations thereof shall have been previously submitted to and approved of in writing by the Vendors or their surveyor and the Purchaser shall pay the Vendor's Surveyor's fees for such approval such fee not to exceed three pounds three shillings for each approval

3. No addition or exterior alteration shall be erected or made to any building now erected or hereafter to be erected upon the said land except in a position and according to plans and descriptions to be previously approved in writing by the Vendors or their Surveyors but such approval shall not be withheld unless the erection or making of such addition or alteration shall be unsightly or shall have the effect of lessening the amenity of the adjoining and neighbouring land of the Vendors.

4. No dwellinghouse to be hereafter erected upon the said land shall have within the curtilage thereof (including the land upon which the dwellinghouse and any private garage for use in connection therewith shall stand) land of an area of less than one quarter of an acre.

5. No building now or hereafter to be erected upon the said land shall at any time be used for any other purpose than a private dwellinghouse with or without a private garage. No trade business or profession shall be exercised or carried on upon the said land nor shall any dwellinghouse or building be used as flats or as tenement houses nor shall any operative machinery be fixed or placed upon the said land. Provided that nothing herein contained shall prevent the user of the said land and the buildings now erected thereon for the purposes of a farm but so that no slaughtering of animals shall be permitted thereon.

6. No hut shed caravan or house-on-wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment nor any shows booths swings or roundabouts shall be erected made placed or used or be allowed to remain on the said land. No temporary building of any kind is to be erected on the said land except sheds or work-shops to be used only for the works incidental to the erection of the house or houses or other structures to be built thereon and while the said land is used for the purpose of a farm except such outbuildings as shall be reasonably required for the purposes thereof

7. No hoarding shall be erected upon the said land for advertisements not relating to the selling or letting thereof

8. No road street or way abutting upon the adjoining land of the Vendors shall be constructed across or upon the said land

9. No stones shall be quarried on or from the said land and no sand or gravel shall at any time be excavated or dug out of the said land and no bricks or ballast shall be burnt on the said land.

10. Nothing shall be done upon the said land which shall or may be or become a nuisance damage annoyance or inconvenience to the Vendors or their tenants or occupiers of the adjoining or neighbouring property of the Vendors."

**End of register**