

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 30 JUN 2023 AT 14:33:22. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, NOTTINGHAM OFFICE.

TITLE NUMBER: K203135

There is no application or official search pending against this title.

## A: Property Register

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

KENT : MAIDSTONE

- 1 (01.01.1964) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 130 Boxley Road, Penenden Heath, Maidstone (ME14 2AH).
- 2 The Conveyance dated 25 January 1939 referred to in the Charges Register contains the following provision:-

"PROVIDED ALWAYS and it is hereby declared that the Purchaser and the persons deriving title under him shall not be entitled to any right of light or air to any buildings erected or to be erected on the land hereby conveyed which will restrict or interfere with the free user of any part of the adjoining land belonging to the Vendor and persons deriving title under him for building or other purposes."

- 3 (29.11.2022) The land has the benefit of a right of way in vehicles and on foot over the land tinted yellow on the title plan. The extent of this right, having been acquired by prescription, may be limited by the nature of the user from which it has arisen.

NOTE 1: A statement of truth dated 13 April 2023 made by Sarah Mellor London was lodged in support of the claim to the benefit of the right.

NOTE 2: Copy statement of truth filed.

- 4 (29.11.2022) The registered proprietor claims that the land has the benefit of a right of way in vehicles and on foot over the land tinted brown on the title plan. The right claimed is not included in this registration. The claim is supported by statement of truth made on 13 April 2023 referred to above.

NOTE: Copy filed.

## 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 (01.01.1964) PROPRIETOR: THE INCUMBENT FOR THE TIME BEING OF THE BENEFICE OF MAIDSTONE ST PAUL IN THE COUNTY OF KENT AND DIOCESE OF CANTERBURY of St Paul's Vicarage, 130 Boxley Road, Maidstone, Kent.
- 2 (01.01.1964) RESTRICTION-No disposition of the land shall be registered except on production of a certificate from the Church Commissioners in accordance with Section 99 of the Act. No lien shall be created by deposit of the land certificate

## C: Charges Register

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

- 1 A Conveyance of the land tinted pink on the title plan and other land dated 20 April 1937 made between (1) Stanley Herbert King (Vendor) (2) Citizens Permanent Building Society and (3) James Samuel Farmer (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 By a Conveyance dated 12 April 1938 made between (1) Stanley Herbert King (2) National Provincial Bank Limited and (3) James Samuel Farmer the land tinted blue on the title plan was conveyed subject to the stipulations and conditions contained in the Conveyance dated 20 April 1937 referred to above.
- 3 A Conveyance of the land in this title dated 25 January 1939 made between (1) James Samuel Farmer (Vendor) and (2) Hugh Botting (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 The land is subject to the following rights reserved by a Conveyance of the land in this title dated 14 April 1950 made between (1) Hugh Botting and (2) George Dudley Tennant:-

"EXCEPTING AND RESERVING unto the said Stanley Herbert King and the said James Samuel Farmer and their respective successors in title the right to use the existing gas and water pipes and electric cables passing under the land hereby conveyed and the right to enter upon the said land to examine cleanse repair and make good such pipes and cables."

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 20 April 1937 referred to in the Charges Register:-

COVENANT by Purchaser with Vendor that he and persons deriving title under him but so that covenant would not be personally binding after he or they should have parted with possession of property thereby conveyed that purchaser and persons deriving title under him would at all times thereafter observe and perform and comply with the restrictions and stipulations set forth in the First Schedule thereto to the intent that that covenant should so far as practicable be enforceable by the owners for the time being of the land edged blue on the said plan.

### THE FIRST SCHEDULE before referred to

1. The Purchaser shall within one calendar month from the date hereof erect and for ever afterwards maintain a good and sufficient wall or fence on the side of the land between the points A and B within the boundary on the said plan such wall or fence to be not less than 3ft 6inches from the ground level.
2. No building or erection other than the boundary fence shall be set up on the said piece of land nearer to the road or said carriageway than thirty feet.
3. Not more than eleven dwellinghouses shall be erected on the said land and each plot on which a house is erected shall have a frontage of not less than forty feet. Each house to be erected shall be detached and shall be of two storeys only. Each house which shall front to Boxley Road aforesaid shall be erected at a cost (estimated at the current prices for materials and labour exclusive of the value of the land) of not less than £1,000 and each house which shall front to the said carriageway shall be erected at a cost (estimated at the current prices for materials and labour exclusive of the value of the land) of not less than £750. No dwellinghouse outbuilding or boundary wall or fence shall be erected or maintained upon any part of the said land which shall not be in accordance as to situation character elevation workmanship materials sewers drains and other sanitary works with plans elevations and specifications which previous to the commencement of the erection of such dwellinghouse building or boundary wall or fence shall

## Schedule of restrictive covenants continued

have been submitted to and approved in writing by the Vendor or his Surveyors and any certificate of approval which may be required shall be supplied at the Purchaser's expense. If after the plans and specifications have been submitted to and approved by the Vendor or his Surveyors the Purchaser requires any alteration or amendment therein the same shall again be deposited for approval as aforesaid before any of the works hereinbefore specified are commenced on the said land.

4. No bricks or tiles shall be made or clay or lime burned upon the said land and no sand earth clay loam gravel rock or stone shall be taken out except so far as may be necessary for the laying of foundations of any dwellinghouses or building as aforesaid nor shall any rubbish be deposited thereon.

5. No building to be erected on the said land shall be used for any purpose other than that of a private residence or as a professional residence of a Doctor Dentist or Solicitor.

6. No outbuildings or temporary erections (other than garages and outbuildings appropriate to private dwellinghouses) shall be permitted and no hut shed caravan house on wheels or other chattels intended for use as a dwellinghouse shall be allowed and no encampments booths swings or roundabouts shall be placed on the said land and nothing shall be done or permitted thereon which may be or grow to be a nuisance annoyance or disturbance to the Vendor his successors or assigns or to the owners or occupiers of any adjacent or neighbouring property.

7. The Purchaser and his successors in title shall hereafter maintain and not remove the row of fir trees fronting to Boxley Road aforesaid.

NOTE 1: The land edged blue referred to in the first paragraph lies to the north east and south east of the land in this title

NOTE 2: The points A and B referred to in clause (1) above do not affect the land in this title.

2 The following are details of the covenants contained in the Conveyance dated 25 January 1939 referred to in the Charges Register:-

"THE Purchaser hereby further covenants with the Vendor (with the intent to bind the premises hereby conveyed into whosoever hands the same may come) that he the Purchaser and his successors in title will not use or permit to be used any building erected on or to be erected on the said premises otherwise than as a private dwellinghouse or as a professional residence of a Doctor Dentist or Solicitor with suitable offices and outbuildings and that only one further dwellinghouse shall at any time be erected or allowed to stand upon the land hereby conveyed."

End of register