

Title Number : BM265356

This title is dealt with by HM Land Registry, Leicester Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

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This extract shows information current on 1 SEP 2020 at 07:36:47 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: BM265356
Address of Property	: 34 Farmborough, Netherfield, Milton Keynes (MK6 4HG)
Price Stated	: £80,000
Registered Owner(s)	: AMANDA MARY ARMSTRONG of 58 Church Street, Wolverton, Milton Keynes MK12 5JW.
Lender(s)	: Topaz Finance Limited

## Title number BM265356

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 1 SEP 2020 at 07:36:47. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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## A: Property Register

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

MILTON KEYNES

- 1 (21.04.1993) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 34 Farmborough, Netherfield, Milton Keynes (MK6 4HG).
- 2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 31 December 1991 referred to in the Charges Register.

"TOGETHER WITH for the benefit of the Transferee and all persons authorised by it the rights easements and privileges set out in the Schedule 1 hereto in common with all others entitled to the like rights BUT EXCEPTING AND RESERVING to the Corporation its successors in title and its respective servants agents and all others authorised by it the rights easements and privileges set out in Schedule 2

### SCHEDULE 1

(Rights Easements and Privileges together with the benefit of which the Property is transferred)

1. A right of way for the Transferee at all times and for all reasonable purposes over and along the carriageways and (on foot only) over the footpaths forming part of the Estate (and where applicable ..... over pathways on the Retained Land serving the Property) leading to adopted highways in the Borough of Milton Keynes whether or not the same are intended to be adopted by the Local Highway Authority as highways maintainable at the public expense
2. A right of way over the private footpath garage forecourt and/or joint access (if any) constructed on adjoining property and intended to provide access to the Property
3. A right to the free passage of water and soil gas and electricity telephone radio or television signals through the common services now or within the perpetuity period running through in under or over or attached to any adjoining or neighbouring land now or formerly belonging to the Corporation with full power (upon reasonable prior notice being given) to enter upon any such land to inspect make lay clean reconstruct divert alter maintain or connect into such sewers drains pipes wires and cables the person or persons exercising such rights doing as little damage as possible and forthwith making good all damage done.
4. Such rights of access to and entry upon the Retained Land as are necessary and proper (if any) for the decoration maintenance repair or reinstatement of any building erected on the Property and for the due observance and performance of the conditions obligations restrictions and stipulations contained in the Schedule 3 and for the exercise of the Transferees rights contained in this clause subject to the proviso that except in the case of emergency the Transferee shall give to the occupiers of the Retained Land 48 hours notice in writing before exercising such rights of access and entry and the Transferee shall cause as little damage and disturbance as possible to the Retained Land in the exercise of such rights of access and entry and forthwith shall make good all damage caused

## A: Property Register continued

5. The right so far as is reasonably necessary to maintain the foundations walls roofs floors ceilings eaves gutters gullies and downpipes of any dwelling and premises erected on the Property in on or under the Retained Land within the perpetuity period and of overhang of the walls floors ceilings roofs stairs balconies eaves gutters gullies and downpipes of the Property and on and over the Retained Land with full rights of support for such foundations walls floors and ceilings stairs balconies roofs eaves gutters gullies and downpipes

6. The rights of subjacent and lateral support and shelter for any building erected on the Property by and from the Retained Land and any buildings now constructed or in course of construction or to be constructed upon the Retained Land

7. The right to enforce any covenants now given or to be given within the Perpetuity Period by the Corporation's successors in title the owners and occupiers for the time being of the Estate or any part of it in the form the same as or similar to those contained in this Transfer

### SCHEDULE 2

(Exceptions and Reservations Subject to which the property  
is Transferred)

1. A right of way for the Corporation at all times and for all reasonable purposes over and along the carriageways and (on foot only) over the footpaths forming part of the Estate leading to adopted highways in the Borough of Milton Keynes whether or not the same are intended to be adopted by the Local Highway Authority as highways maintainable at the public expense

2. The right to free passage of water and soil gas and electrical current telephone radio or television signals through all common services running through in under or over or attached to the property with full power for the Corporation its agents licencees and any statutory undertaker (upon reasonable prior notice being given) to enter upon the Property to construct lay clean reconstruct divert or alter maintain or connect into such common services doing as little damage as possible and forthwith making good all damage done.

3. Any right to light or air or other easement right or privilege which would or might restrict or prejudicially affect the future rebuilding alteration or development of the Retained Land or any parts thereof

4. A right of way at all times and for all purposes over and along the joint access way garage forecourt and/or private footpath (if any) constructed upon the Property

5. The right to use for the parking of a light vehicle only the shared car parks (if any) constructed within the estate roads in common with the Transferee at such times and in such manner as may be reasonable

6. The right so far as is reasonably necessary to maintain the foundations walls roofs floors ceilings eaves gutters gullies and downpipes of any dwelling and premises now erected or in the course of erection on the Retained Land in or under the Property and of overhang of the roofs walls floors ceilings eaves gutters gullies and downpipes of such dwelling and premises over and above the Property with full rights of support for such foundations walls roofs floors ceilings eaves gutters gullies and downpipes

7. Such rights of access to and entry upon the Property as are necessary and proper (if any) for the decoration maintenance repair or reinstatement of the whole or any part of the Retained Land on giving 48 hours notice in writing before exercising such rights of entry (except in case of emergency) causing as little damage and disturbance as possible to the Property in the exercise of such rights and making good all damage caused.

8. All rights of subjacent and lateral support and shelter for any

## A: Property Register continued

buildings upon the Retained Land from the Property or any building erected on it."

NOTE 1: The Estate referred to is the surrounding area comprising the Corporation's Netherfield Estate

NOTE 2: The retained land referred to is the land and buildings adjoining or neighbouring the Estate or included in the Estate, but not comprising land in the above Transfer, now or formerly belonging to the Corporation.

- 3 The Transfer dated 31 December 1991 referred to above contains the following provision:-

"IT is hereby AGREED and declared that the walls of any dwelling and/or garage constructed on the Property separating it from any other dwelling and/or garage on the Estate or the Retained Land shall be deemed to be party walls unless otherwise indicated and shall be repaired and maintained as such."

NOTE 1: The Estate referred to is the surrounding area comprising the Corporations Netherfield Estate

NOTE 2: The Retained Land referred to is the land and buildings adjoining or neighbouring the Estate or included in the Estate, but not comprising land in the above Transfer, now or formerly belonging to the Corporation.

- 4 The Transfer dated 24 September 2001 referred to in the Charges Register was made pursuant to part V of the Housing Act 1985 and the land has the benefit of and is subject to such easements as are granted and reserved in the said Deed and the easements and rights specified in paragraph 2 of Schedule 6 of the said Act.

## 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 (21.09.2005) PROPRIETOR: AMANDA MARY ARMSTRONG of 58 Church Street, Wolverton, Milton Keynes MK12 5JW.
- 2 (21.09.2005) The price stated to have been paid on 2 September 2005 was £80,000.
- 3 (21.09.2005) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 2 September 2005 in favour of Topaz Finance Limited referred to in the Charges Register.
- 4 (02.02.2017) The proprietor's address for service has been changed.

## C: Charges Register

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

- 1 A Transfer of the land in this title and other land dated 31 December 1991 made between (1) Milton Keynes Development Corporation and (2) The Council of The Borough of Milton Keynes contains covenants.

By a Deed dated 28 April 1993 made between (1) The Council of The Borough of Milton Keynes and (2) The Commission for The New Towns the said covenants were expressed to be rectified. Details of the covenants and of the rectification are set out in the Schedule of

### C: Charges Register continued

restrictive covenants hereto.

- 2 (16.10.2001) A Transfer of the land in this title dated 24 September 2001 made between (1) The Council of The Borough of Milton Keynes and (2) Debra Patricia Stewart contains restrictive covenants

NOTE: Original filed.

- 3 (21.09.2005) REGISTERED CHARGE dated 2 September 2005.
- 4 (22.02.2018) Proprietor: TOPAZ FINANCE LIMITED (Co. Regn. No. 5946900) of P.O. Box 112, Skipton BD23 9FB, trading as Rosinca Mortgages.
- 5 (21.09.2005) The proprietor of the Charge dated 2 September 2005 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.
- 6 (02.04.2019) UNILATERAL NOTICE in respect of a pending land action relating to a property adjustment order under the Matrimonial Causes Act 1973 in the Central Family Court (Court Reference Number BV16D03406).
- 7 (02.04.2019) BENEFICIARY: Glenn Antony Armstrong care of Rayden Solicitors, The Limes, 32-34 Upper Marlborough Road, St Albans AL1 3UU.

### Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 31 December 1991 referred to in the Charges Register:-

"3.1 Subject to the provisions of Clause 3.2 the Transferee HEREBY COVENANTS with the Corporation to observe and perform the conditions restrictions and stipulations contained in the Schedule 3

.....  
..

3.2 The Corporation and the Transferee intend that:-

(a) the benefit of the covenant contained in Clause 3.1, insofar as it relates to the Schedule 3, shall be annexed to and shall run with the Retained Land and all parts of the same and

.....  
..

(c) neither the Transferee nor its successors in Title shall be liable for a breach of the covenant contained in Clause 3.1 occurring after it has parted with all interest in the land on which the breach occurs.

#### SCHEDULE 3

#### Restrictive Covenants

.....  
..

2. Not at any time hereafter without the consent of the Corporation carry out any development on land outside the curtilage of any of the premises the subject of this Transfer or any part or parts thereof or permit or suffer the same to be developed.

3. Not to use any residential unit erected on the land other than as a private residence in the occupation of one family

4. Not to erect on the land or upon any building thereon any radio or television aerial, satellite dish or similar apparatus in such manner as to be visible from outside the buildings

5. Not on that part of the property that is between the highway and a line drawn along the principal facade of the property so as to

## Schedule of restrictive covenants continued

intercept the boundaries of the property:

5.1 to park or permit to be parked thereon any commercial vehicle except in the case of emergency or for so long as may be reasonably necessary for the purpose of delivering goods to and collecting goods from the property; or

5.2 to permit to remain thereon any caravan or trailer or boat for a period or periods exceeding in total 28 Days in any period of 12 months; or (optional)

5.3 to erect or permit to be erected thereon any wall, fence or other linear feature of any nature whatsoever

6. To keep those areas of landscaping forming part of the Property clear free from rubbish and in a neat and tidy manner replacing shrubs plants and trees where necessary.

7. On a sale of unit of a Property to impose these restrictions and the Transferee's standard restrictions as amended from time to time and to require the purchaser to covenant to observe and perform such."

NOTE 1: The Estate referred to is the surrounding area comprising the Corporations Netherfield Estate

NOTE 2: The Retained Land referred to is the land and buildings adjoining or neighbouring the Estate or included in the Estate, but not comprising land in the above Transfer now or formerly belonging to the Corporation.

2 The following are details of the terms of the rectification contained in the Deed dated 28 April 1993 referred to in the Charges Register:-

"The following clause shall be deemed to be included in the Netherfield Transfer

3.2 (b) The burden of the covenant contained in Clause 3.1 shall bind the Property and all parts of it."

End of register