

Title Number : BM171471

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.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 1 SEP 2020 at 07:46:16 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	: BM171471
Address of Property	: 42 Crosslands, Stantonbury (MK14 6AX)
Price Stated	: £135,000
Registered Owner(s)	: AMANDA MARY ARMSTRONG of 58 Church Street, Wolverton, Milton Keynes MK12 5JW.
Lender(s)	: Topaz Finance Limited

## Title number BM171471

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 07:46:16. 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 (19.05.1992) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 42 Crosslands, Stantonbury (MK14 6AX).
- 2 (19.05.1992) The land has the benefit of the rights granted by but is subject to the rights reserved by the Conveyance dated 18 October 1974 referred to in the Charges Register.
- 3 (19.05.1992) The Conveyance dated 18 October 1974 referred to above contains a provision as to boundary structures.

### 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 (13.06.2007) PROPRIETOR: AMANDA MARY ARMSTRONG of 58 Church Street, Wolverton, Milton Keynes MK12 5JW.
- 2 (13.06.2007) The price stated to have been paid on 4 May 2007 was £135,000.
- 3 (13.06.2007) 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 4 May 2007 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 (19.05.1992) The land in this title is with other land unknown subject to annual payments of £34.00 to The Rector of Great Linford (Charity of Sir William Pritchard) and £8.00 payable to The Rector of Great Linford (St. Andrews Charity) mentioned in a Conveyance of the land in this title and other land dated 29 August 1945 made between (1) Sir Edmund Royds and others (2) Charles Valentine Carlisle and William Helmsley Brown and (3) Frederica Gertrude Chapman Uthwatt. The Conveyance dated 29 August 1945 contains a declaration that the entirety of the said rent charges shall be charged exclusively on the land conveyed in exoneration of the property retained by the Vendors. No other particulars of the annual payments were supplied on first registration.

NOTE: The Conveyance dated 13 April 1973 referred to below contains an indemnity covenant by the Corporation that the rentcharges should (as

## C: Charges Register continued

between the Corporation and the Developer) be charged exclusively upon property retained by the Corporation in exoneration of the land conveyed.

2 (19.05.1992) A Conveyance of the land in this title and other land dated 13 April 1973 made between (1) Milton Keynes Developments Corporation (the Corporation) and (2) Bryant Homes Limited (the Developer) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

3 (19.05.1992) The land is subject to the following rights reserved by the Conveyance dated 13 April 1973 referred to above:-

EXCEPT AND RESERVING unto the Corporation and its successors in title and its and their servants agents contractors and licensees for the benefit of all other adjoining or neighbouring land owned by the Corporation or its successors in title

1. The right to free passage of water and soil gas and electrical current through all sewers drains pipes wires and cables then or at any time within 80 years from the date thereof running through in under or over or attached to the Land with full power to enter upon the land to make lay connect reconstruct divert or alter all such sewers drains pipes wires and cables Provided that:-

(i) The Corporation and such successors should make good at their expense all damage or disturbance which might be caused to the surface of the Land or to any building or erection thereon in the exercise of such rights

(ii) The Corporation and such successors should pay a fair proportion of the cost of inspecting repairing maintaining and reinstating any such sewers drains pipes wires and cables used jointly for the benefit of any part of the Land and any part of such adjoining or neighbouring land

(iii) Any connections should be beneath the new roads and paths or amenity areas on the Land or shall be in such other position as might be first approved by the Developer or its successors in title to the part of the land in question such approval not to be unreasonably delayed or withheld

2. 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 any such adjoining or neighbouring land or any part or parts thereof

3. In respect of all or any ducts laid or constructed or within 80 years of the date thereof to be laid or constructed under the Land or under any part thereof wholly or in part for the purpose of containing or providing wires cables waveguides currents or impulses (but not in respect of (i) any ducts laid by the Post Office Corporation solely for the purpose of its telegraphic telephonic or data transmission functions or (ii) any ducts laid by any statutory undertaker or undertakers (as defined in section 54 of the New Towns Act 1965) solely for the purpose of the undertaking of such statutory undertaker or undertakers)

(a) the sole and exclusive right to extend widen deepen enlarge maintain renew replace and repair such ducts

(b) the sole and exclusive right to lay maintain repair renew and replace wires (including draw wires) cables and waveguides or similar means of transmission of electricity electrical currents or impulses through such ducts

(c) the sole and exclusive right of use of such wires cables waveguides or such similar means of transmission as aforesaid or any of them whether as draw wires or for the transmission of electricity electrical currents or impulses in all their forms making good nevertheless at their own expense all damage or disturbance which might be caused to any building or erection on or to the surface of the Land or any part thereof in carrying out such extension widening deepening enlargement

## C: Charges Register continued

maintenance renewal replacement or repair

(d) the right to install equipment ancillary thereto in the outer wall of any building from time to time standing on the Land (but not so as to protrude into the interior of such building) and to repair remove replace and maintain the same the person exercising such right making good all damage done to such building PROVIDED THAT such equipment shall remain the property of such person

4. A right of way at all times and for all purposes over and along all roads and footpaths then or within 80 years from the date thereof constructed upon the Land.

- 4 (19.05.1992) A Conveyance of the land in this title dated 18 October 1974 made between (1) Bryant Homes Limited and (2) Kenneth John Burns and Maureen Ann Janes contains restrictive covenants.

*NOTE: Original filed.*

- 5 (13.06.2007) REGISTERED CHARGE dated 4 May 2007.

- 6 (22.02.2018) Proprietor: TOPAZ FINANCE LIMITED (Co. Regn. No. 5946900) of P.O. Box 112, Skipton BD23 9FB, trading as Rosinca Mortgages.

- 7 (13.06.2007) The proprietor of the Charge dated 4 May 2007 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.

- 8 (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).

- 9 (02.04.2019) BENEFICIARY: Glenn Antony Armstrong care of Rayden Solicitors, The Limes, 32-34 Upper Marlborough Road, St Albans, Hertfordshire AL1 3UU.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 13 April 1973 referred to in the Charges Register:-

For the benefit and protection of the adjoining or neighbouring land and premises of the Corporation or any part or parts thereof and so as to bind so far as may be the Land into whosoever hands the same may come the Developer thereby covenanted with the Corporation that the Developer and the person deriving title under it would at all times thereafter observe and perform the following restrictions and stipulations namely

1. Not to build or erect or permit or suffer to be built or erected on the Land any building or to make any external or structural addition or alteration to any building on the Land thereby conveyed except in accordance with plans elevations sections and specifications previously approved by the Corporation and to pay the reasonable fees of the Corporation in relation to any such approval

2. Not to use any dwellinghouse erected on the Land for any other purpose than as a private residence for a single family

3. Not to erect on the Land or upon any building thereon any radio or television aerial or similar apparatus in such manner as to be visible from outside such building

4. Not to do or permit or suffer to be done upon the Land or any part thereof anything which might be or become a nuisance or annoyance or cause damage or inconvenience to the Corporation or the owners or occupiers of any adjoining or neighbouring land

5. Not to do or omit or permit or suffer to be done or omitted any act matter or thing in on or respecting the Land in contravention of the Town and Country Planning Act 1971 or any Act for the time being

## Schedule of restrictive covenants continued

amending or replacing the same

6. Not to cut down lop or top any of the timber or other trees on the Land without the consent in writing of the Corporation which if granted might be subject to such conditions as the Corporation might think fit but which should not be unreasonably withheld in the case of cutting down lopping or topping required by virtue of any effective notice order or direction from the local highway or other competent authority

7. Not to park or permit to be parked on the land or any part thereof any commercial vehicle except in case of emergency or for so long as might be reasonable necessary for the purpose of delivering goods to and collecting goods from the land or some part thereof

8. Not without the consent in writing of the Corporation to place or permit to remain on the Land any caravan or trailer or boat for a period or periods exceeding in total 28 days in any period of 12 months

9. Not to erect or display or permit to be erected or displayed on any part of the Land any advertisement or hoarding other than a neat notice board upon any premises for the time being erected thereon advertising such premises for sale or to let

10. Not to use or permit to be used in any fuel burning apparatus from time to time installed on the Land any fuel other than "authorised fuel" as defined by the regulations made under Section 34 of the Clean Air Act 1956 or any statutory modifications or re-enactment thereof for the time being in force.

End of register