

C: Charges Register continued

schedule of restrictive covenants hereto.

- 2 A Transfer of the land in this title dated 8 March 1933 made between (1) Frank Adams (Vendor) and (2) Charles Walter Fielder (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (28.02.1995) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 8 June 1927 referred to in the Charges Register:-

"The Vendor as to the hereditaments hatched blue on the plan annexed hereto remaining vested in him and the purchaser as to the hereditaments hereby assured hereby mutually covenant each with the other and their respective successors in title to observe the stipulations mentioned in the Second Schedule hereto but so that the said covenants shall not be personally binding upon the Vendor and the Purchaser respectively or their respective successors in title except during the time of his or their respective sole or joint seisin of or title to the parcels of land whereto the same respectively relate.

THE SECOND SCHEDULE above referred to.

1. Detached houses only with the usual offices shall be erected on the said land or a minimum cost value of £400.
2. Each dwellinghouse erected on the said land shall be built on a plot not less than one eighth of an acre in area.
3. All buildings to be set back at least 25 feet from the frontage to the roads.
4. No caravans huts or wooden buildings (except garages and buildings used temporarily for building or bathing huts) shall be erected or allowed to be erected on the said land.
5. Within six months from the date hereof to erect where not already erected and for ever after maintain good and sufficient fences on the sides of the land where marked "T" within the boundary."

NOTE 1: The hereditaments hatched blue referred to above are hatched blue on the Supplementary Plan to the filed plan

NOTE 2: The T mark referred to above which affects the land in this Title is shewn on the title plan.

- 2 The following are details of the covenants contained in the Transfer dated 8 March 1933 referred to in the Charges Register:-

The Purchaser for himself and all persons claiming under him and so as to bind the Purchaser and the owner and owners for the time being of the pieces of land hereby transferred and of any and every part thereof and with intent to bind the said property in perpetuity hereby covenants with the Vendor that no trade or business shall be carried on upon the pieces of land hereby transferred or in or upon any buildings erected thereon Provided that this restriction shall not prevent the said land or any buildings to be erected thereon being used for the purpose of Tea Gardens or a similar business upon the consent of the Vendor and the owner for the time being of the adjoining property on the west on which is erected the "Blue Bird Cafe" or their respective successors in title being first obtained."

NOTE: The Blue Bird Cafe referred to above is now known as the Lemon Tree Cafe.

Schedule of notices of leases