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Official copy of register of title

Title number SX6204

Edition date 17.10.2008

- This official copy shows the entries on the register of title on 14 AUG 2019 at 13:50:55.
- 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 14 Aug 2019.
- 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, Durham Office.

A: Property Register

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

WEST SUSSEX : ARUN

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being The Elmer Sands Holiday Camp, Manor Way, Middleton On Sea.

NOTE: The boundary of the land where it abuts on the foreshore is the line of high water mark of medium tides as it exists from time to time.
- 2 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.
- 3 (08.04.1999) The edged blue, edged brown, tinted yellow, tinted brown, brown broken line, blue hatching, brown hatching, A in red, B in red, C in red on the title plan are no longer of any significance and should be ignored since the entries in the register which gave rise to the references have been cancelled.

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 (03.10.2001) PROPRIETOR: NEIL ANDREW MOYLER of 15 The Fairway, Aldwick Bay, Bognor Regis, W Sussex PO21 4ES.
- 2 (03.10.2001) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 A Transfer of land adjoining the South Western boundary of the land edged yellow on the title plan known as Sunny Days, Manor Way dated 25

C: Charges Register continued

November 1931 made between (1) Henry William James Fisher, John William Coleson and George Thomas Dixon (Transferors) and (2) Helen Ardamine Georgette Forbes contains covenants by the Transferors details of which are set out in the schedule of restrictive covenants hereto.

- 2 A Transfer of the land edged yellow on the title plan dated 27 June 1932 made between (1) Henry William James Fisher, John William Coleson and George Thomas Dixon (Transferors) and (2) Douglas Beath Carter (Transferee) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Transfer of the land tinted pink on the title plan dated 20 April 1933 made between (1) Henry William James Fisher, John William Coleson and George Thomas Dixon (Vendors) and (2) Keith Vivian Rosegold (Purchaser) contains stipulations and an option details of which are set out in the Schedule of Restrictive Covenants hereto.
- 4 The parts of the land affected thereby are subject to the rights granted by a Transfer of the land edged and numbered SX157591 in green on the title plan dated 18 July 1973 made between (1) Albert Edward Moyler and others and (2) Albert Edward Moyler and Grace Alice Moyler which are identical to those granted by the Transfer dated 18 July 1973 referred to above.

NOTE: The land edged blue on the title plan is included in the land delineated green referred to.

- 5 A Conveyance of the land edged mauve on the title plan and other land dated 22 October 1929 made between (1) Frank Christoffer Stedman (Vendor) and (2) Henry William James Fisher, John William Coleson and George Thomas Dixon (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 25 November 1931 referred to in the Charges Register:-

THE SECOND SCHEDULE BEFORE REFERRED TO

"Not to let or sell any part of the land on the Elmer Manor Estate for the erection of a shop or shops but this shall not prevent the Elmer Manor House being used as a Hotel or Tea Gardens or Boarding House."

- 2 The following are details of the covenants contained in the Transfer dated 27 June 1932 referred to in the Charges Register:-

"The said Transferee hereby covenants with the said Transferors for the benefit of the remainder of the land comprised in Title No P53019 as follows:-

To observe and perform the covenants and conditions set out in the Schedule hereunder

1. The Transferee shall within three months from the date hereof erect and maintain good and sufficient fences to the satisfaction of the Transferors on the sides of his Plot marked T on the plan

2. The Transferee shall erect on the land one house or Bungalow only of a not less value or contract price than Three hundred pounds and such house or Bungalow shall be used as a private dwellinghouse or Boarding House only and shall not be used as a Shop or for business

3. No building or erection shall be placed on the land until the plans have first been approved by the Transferor's Surveyor

4. No hoarding or advertisement shall be placed on the land."

NOTE: A side marked T which affected the land in this title is now internal.

- 3 The following are details of the Stipulations and option contained in the Transfer dated 20 April 1933 referred to in the Charges Register:-

Schedule of restrictive covenants continued

"1. The Purchaser shall within three months from the date of completion erect and maintain good and sufficient fences to the Vendors satisfaction on the sides of their Plots marked T on the plan.

2. The Purchaser shall erect on the land the buildings shown on the plan as submitted to the Council for the purpose of establishing a holiday Resort and no part of the land shall be used as a Shop or Shops. In the event of the Purchaser deciding to erect Bungalows or Houses (as Private dwellinghouses) they shall not cost less than One hundred and seventy five pounds Prime Cost.

2a. The Purchaser to have the right to apply to the proper authorities for the leave and license to sell alcohol for the benefit and consumption of the Holiday Camp and the Vendors shall be deemed to have given their consent for such license

2B. No Hoarding or advertisement shall be placed on the land other than a Board at the entrance advertising the Camp

3. The Purchaser shall have the option of purchasing the land coloured Black on the plan annexed Together with the land coloured yellow on the said plan at the price of One thousand one hundred and fifty pounds such option to be exercised in writing on or before the twenty ninth day of September One thousand nine hundred and thirty three and in the event of such option being exercised the completion of the purchaser of the land coloured black shall take on or before the twenty ninth day of October One thousand nine hundred and thirty three on the same conditions as are contained herein that as to the plan of the building and as to the Foreshore

3a. In case the Local Council refuse to allow the proposed new Road to end in a Cul-de-sac and the Purchaser is unable to have the land coloured Yellow for his own use then the Vendors will give the Purchaser an option to purchase the Plots coloured Green at the same price and terms as the land coloured Black.

4. In the event of the Purchaser requiring to use and erect buildings on the land coloured Black and Yellow or the portion coloured Green in the event of the option reverting to that land or any portion thereof prior to the Twenty ninth day of September One thousand nine hundred and thirty three then and in such case the Vendors will allow the Purchaser to have such right at a normal rent of Ten pounds."

NOTE:-Original Transfer plan filed.

- 4 The following are details of the covenants contained in the Conveyance dated 22 October 1929 referred to in the Charges Register:-

"2. The Purchasers hereby covenant with the Vendor that they the Purchasers will not cut injure or lop any trees on the land hereby conveyed without the Vendor's consent in writing but such consent shall not be unreasonably withheld nor shall any such consent be necessary in the event of any trees interfering with the site of any proposed buildings.

3. To erect on the sides of the land marked T on the Plan within one month from the date hereof a post and wire fence to the satisfaction of the Vendor. In the event of the Purchasers re-selling the land in plots or on the same being built upon then within one month from the sale of any plot or plots or the completion of any building such fence shall be replaced by a close boarded and creosoted fence six feet high.

4. Not to erect upon the land or any plot or plots any buildings other than such as shall be used as private or professional residences or as shops for the sale of usual household goods."

End of register