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# Official copy of register of title

Title number WK203598

Edition date 25.05.2017

This official copy shows the entries on the register of title on 02 JUL 2018 at 21:01:17.

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 02 Jul 2018.

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

## A: Property Register

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

WEST MIDLANDS : BIRMINGHAM

- 1 (09.01.1973) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land and buildings on the North West side of City Road, Edgbaston.
- 2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 4 May 1926 referred to in the Charges Register:-

"TOGETHER with the right of drainage for the passage or conveyance of sewage water and/or surface water from the piece of land thereby conveyed into the public sewer and/or drain in Bernard Road along a strip of land not exceeding twelve feet in width the position of which is shown by the lines marked "A" "B" and "C" on the said plan with power for the Purchasers (but not until after they shall have given to the Vendors or their successors in title or their agents for the time being three calendar month's notice in writing of their intention so to do) to enter on the said strip of land and therein at their own cost in all respects to lay out and construct at levels and of materials patterns and sizes to be previously approved in writing by the agents for the time being of the Vendors or their successors in title and by the City Authorities a sewer and/or surface water drain leading into Bernard Road thereafter to repair and maintain the same PROVIDED ALWAYS that at any time after such sewer and/or surface water drain shall have been so constructed by the Purchasers or their successors in title the Vendors or their successors in title shall have the free right (to take effect and be exercised within the lifetime of the survivor of the issue now living of His late Majesty King Edward the Seventh and twenty-one years thereafter) to use such sewer and/or surface water drain for all reasonable and proper purposes and for any such purposes to make all such connections thereto and at any such point or points as may be reasonable or proper and upon and after such user by the Vendors or their successors in title so much of the said sewer and/or surface water drains as shall be so used by the Vendors or their successors in title shall until taken over by the Local Authority be repairable at the joint and equal expense of the Vendors or their successors in title and the Purchasers or their successors in title AND PROVIDED ALSO that if the Vendors or their successors in title shall have previously laid a sewer and/or surface water drain in any part of the said strip of land and shall have connected the same with the sewer and/or surface water drain in Bernard Road then and in that case the powers

## A: Property Register continued

hereinbefore granted to the Purchasers shall be modified and the Purchasers or their successors in title shall be at liberty to use such sewer and/or surface water drain and to connect their sewer and/or surface water drain (if and when laid and constructed) with such sewer and/or surface water drain of the Vendors or their successors in title and shall thereafter from time to time pay to the Vendors or their successors in title and equal half part of the cost of repairing and maintaining so much thereof as shall be used in common by the Purchasers or their successors in title and the Vendors or their successors in title until taken over by the Local Authority

PROVIDED ALSO that the Purchasers and their successors in title shall at their own expense make good all damage or disturbance which may be caused to the surface of the said land in relation to such laying constructing connecting repair or maintenance carried out by them in pursuance of the powers hereby granted EXCEPT AND RESERVED out of this grant and conveyance (1) any right of access of light or air from or over the other lands now belonging to the Vendors adjoining the said land hereby conveyed on the North-East and South-East sides thereof and (2) the free right and liberty for the Vendors and their successors in title and their respective lessees and tenants and all other persons duly authorised by them respectively to use and maintain all existing drains and sewers (if any) in or under the piece of land hereby conveyed for the benefit of the said adjoining lands of the Vendors and any existing or future buildings on any part thereof."

-NOTE: Copy plan 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 (19.11.2004) PROPRIETOR: PERSIMMON HOMES LIMITED (Co. Regn. No. 04108747) of Venture Court, Broadlands, Wolverhampton WV10 6TB.
- 2 (19.11.2004) The price stated to have been paid on 29 October 2004 was £1,500,000 plus VAT.
- 3 (19.11.2004) 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 Conveyance of the land in this title dated 4 May 1926 made between (1) Henry Gillott Weiss and Theodore Hornung (Vendors) (2) W. & T. Avery Limited and (3) The Soho Trust Company Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (25.05.2017) UNILATERAL NOTICE affecting the sports ground at Avery Fields in respect of an agreement to acquire the property dated 12 May 2017 made between (1) Avery Fields Community Sports Trust and (2) Persimmon Homes Limited.
- 3 (25.05.2017) BENEFICIARY: Avery Fields Community Sports Trust (Co. Regn. No. 10515820) of 4 Albany Road, Harbourne, Birmingham B17 9JX.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 4 May 1926 referred to in the Charges Register:-

## Schedule of restrictive covenants continued

"AND the Purchasers and W. & T. Avery Limited hereby covenant and each of them hereby covenants separately with the Vendors to the intent and so as to bind (so far as practicable) the property hereby conveyed into whosoever hands the same may come and to benefit and protect the remainder of the Testator's Rotton Park Estate whether now remaining in the hands of the Vendors or already sold and conveyed or demised by them or their predecessors in title as follows:-

1. THAT they the Purchasers will not at any time hereafter build or cause or suffer to be built or to be or remain upon each one of the three portions of the property hereby conveyed which front to Sandon Road and City Road and are marked respectively "X" "Y" and "Z" on the said plan more than one detached dwellinghouse or in the alternative upon each one of the said plots marked "X" and "Y" on the said plan more than one pair of semi-detached dwellinghouses and will not in the erection of each of such detached or semi-detached dwellinghouses lay out and expend a less sum than Seven Hundred and Fifty Pounds

2. AND ALSO that they the Purchasers will not at any time hereafter build or cause or suffer to be built or to be or remain upon any part of that portion of the property hereby conveyed which lies within fifty yards of the boundaries of such property at the rear of the lands messuages and houses of purchasers or lessees of other parts of the Rotton Park Estate fronting to Sandon Road and City Road or either of such roads or on any part thereof any dwellinghouses other than detached or semi-detached dwellinghouses and will not in the erection of each of such detached dwellinghouses lay out and expend a less sum than Six Hundred Pounds and in the erection of each of such semi-detached dwellinghouses will not lay out and expend a less sum than Five Hundred and Fifty Pounds

3. AND ALSO that they the Purchasers will not in the erection of any dwellinghouse at any time hereafter to be erected or built upon any part of the remainder of the property hereby conveyed lay out and expend a less sum than Five Hundred Pounds

4. AND ALSO that they the Purchasers will not at any time hereafter build or cause or suffer to be built or to be or remain

(a) Upon those portions of the property hereby conveyed which are described in Sub-clause (1) hereof or on any part thereof respectively any buildings or erections other than such detached or semi-detached dwellinghouses as are mentioned in Sub-clause (1) hereof with usual outbuildings

(b) Upon that portion of the property hereby conveyed which is described in Sub-clause (2) hereof or on any part thereof any buildings or erections other than such detached or semi-detached dwellinghouses as are mentioned in Sub-clause (2) hereof with usual outbuildings and/or such other buildings as are hereinafter authorised

(c) Upon the remainder of the property hereby conveyed (i.e. excluding those portions thereof which are referred to in Sub-clauses (1) and (2) hereof) or on any part thereof any buildings or erections other than such dwellinghouses as are mentioned in Sub-clause (3) hereof with usual outbuildings and/or such other buildings as are hereinafter authorised And will not at any time hereafter build cause or suffer to be built or to be or remain upon the property hereby conveyed or on any part thereof whatsoever any back dwellinghouse or dwellinghouses of the description of labourers' or poor persons' houses nor any other small dwellinghouse or dwellinghouses nor any other erection or building whatsoever which shall or may be deemed a nuisance or injurious to the Vendors or any purchaser or purchasers or lessee or lessees of theirs or the tenant or tenants of such purchaser or purchasers lessee or lessees

5. AND ALSO that they the Purchasers will not at any time use the property hereby conveyed or any part thereof or permit or suffer the same or any part thereof to be used for the purpose of carrying on any trade or manufacture or as a beer shop or alehouse tea garden public strawberry garden or any other place or public resort or amusement whatsoever whether allowed a license by Act of Parliament or otherwise or for any other purpose which shall or may be deemed a nuisance or

## Schedule of restrictive covenants continued

injurious to the Vendors or any purchaser or purchasers or lessee or lessees of theirs or the tenant or tenants of such purchaser or purchasers or lessee or lessees

PROVIDED ALWAYS that the Purchasers and their successors in title shall be at liberty to use the land hereby conveyed and shown edged with pink and in part hatched with pink on the said plan or to permit or suffer the said land to be used:-

(a) For the purposes of a private recreation ground used for organised games by employees of the Purchasers or W. & T. Avery Limited their respective successors or assigns or by members of a private athletic club formed for the benefit of such employees and for the purpose of matches or competitions with other clubs but so that save as hereinafter expressly provided the general public shall not be admitted to such recreation ground on payment of money and no bands or loud musical instruments or wireless loud speakers shall be played thereon Provided that the Purchasers and their successors in title or their lessees or tenants may admit the general public to such recreation ground on payment of money and/or may make use of a band on not more than three days in each year And provided also that such user as a recreation ground (including user for matches or competitions admission of the public on payment of money and use of a band) shall at all times be such as not to constitute a nuisance or a serious (that is to say genuine or real not trifling) annoyance or be injurious to the Vendors or any purchaser or purchasers or lessee or lessees of theirs or the tenant or tenants of such purchaser or purchasers or lessee or lessess or to the owners or occupiers of any adjoining premises in the neighbourhood

(b) For the erection of (i) a pavilion and/or (ii) a caretaker's house Provided that no such pavilion or caretaker's house or any outbuilding or other erection used in connection therewith shall be erected or made nearer than twenty-five feet to the back boundaries of the lands and premises of purchasers or lessees or other parts of the Rotton Park Estate fronting to Sandon Road and City Road and/or (iii) an electrical transformer and/or an automatic telephone exchange and/or a similar building or buildings of public utility Provided that no such last mentioned buildings referred to in paragraph (iii) shall be erected excepting only along the north-western boundary of the property hereby conveyed and no such building nor any outbuilding or erection used in connection therewith respectively shall be built or made nearer than thirty feet to the back boundary of the lands and premises of purchasers or lessees of other parts of the Rotton Park Estate fronting to Sandon Road Provided also that no such building or erection authorised by this Sub-clause (b) shall be erected or made except in conformity with a plan and elevation and upon a site to be first submitted to and to be subject to the reasonable approval of the Vendors or their successors in title or their agent for the time being which site shall not be upon any of those portions of the said property marked respectively "X" "Y" and "Z" on the said plan and subject also to each such erection and the user thereof respectively being such as not to constitute a nuisance or a serious (that is to say genuine or real nor trifling) annoyance or be injurious to the Vendors or any purchaser or purchasers or lessee or lessees of their or the tenant or tenants of such purchaser or purchasers or lessee or lessees or to the owners or occupiers of any adjoining premises in the neighbourhood

6. AND ALSO that they the Purchasers and their successors in title will forthwith erect along the north-eastern boundary of the said property a proper and sufficient closed fence not less than four feet six inches in height and will at all times hereafter maintain such fence

7. AND ALSO that they the Purchasers will not at any time build erect or make or cause or suffer to be built erected or made or to be or remain upon those portions of the property hereby conveyed which front to Sandon Road and City Road and are marked "X" "Y" and "Z" on the said plan and building erection or obstruction of any kind whatsoever except boundary walls gates or fences nearer to Sandon Road and City Road aforesaid than the existing building lines of the land immediately adjoining the said portions of the property hereby conveyed on either side there respectively."

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End of register