

Title Number : WYK602866

This title is dealt with by Land Registry, Nottingham 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 17 APR 2012 at 20:10:09 and so does not take account of any application made after that time even if pending in the Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number	: WYK602866
Address of Property	: 16 Ash Grove, Headingley, (LS6 1AY)
Price Stated	: Not Available
Registered Owner(s)	: SIMON JACOB MORAN of 29 High Ash Drive, Alwoodley, Leeds LS17 8QZ.
Lender(s)	: The Co-operative Bank PLC

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 17 APR 2012 at 20:10:09. This copy does not take account of any application made after that time even if still pending in the 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.

WEST YORKSHIRE : LEEDS

- 1 (07.11.1996) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 16 Ash Grove, Headingley, (LS6 1AY).

## 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 (07.11.1996) PROPRIETOR: SIMON JACOB MORAN of 29 High Ash Drive, Alwoodley, Leeds LS17 8QZ.
- 2 (07.11.1996) The Conveyance to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 3 (22.02.1999) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered without the consent of the proprietor of the Charge dated 11 December 1998 in favour of The Co-operative Bank PLC referred to in the Charges Register.

## C: Charges Register

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

- 1 (07.11.1996) A Conveyance of the land in this title and other land dated 4 October 1839 made between (1) Francis Thomas Cookson and William Charles Wollaston (2) John Henry Fawcett (3) John Jackson Lee (4) Robert Cadman (5) Thomas Mann Lee and (6) William Cadman contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (07.11.1996) A Conveyance of the land in this title and the adjoining land to the south dated 5 March 1891 made between (1) William Jones Howell and (2) The Hyde Park Recreation Club Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (07.11.1996) By the Conveyance dated 5 March 1891 referred to above the land in this title was conveyed subject as follows:-

"SUBJECT nevertheless to such rights of road or way and such rights of sewerage or passage for water ..... as the same plot of land and hereditaments are subject and liable to and particularly subject to such rights easements matters things (if any) which the predecessors in title the said William Jones Howell may have

## C: Charges Register continued

granted or given to any person or persons whomsoever in over through or under the said premises AND SUBJECT to all obligations to which the said William Jones Howell or his predecessor in title is subject or liable in respect of the premises sold or any part thereof or the making paving kerbing flagging and completing any roads or ways and repairing the same or the making repairing or cleansing of any drain or sewer under the said premises or on any account whatsoever."

- 4 (22.02.1999) REGISTERED CHARGE dated 11 December 1998 to secure the moneys including the further advances therein mentioned.
- 5 (22.02.1999) Proprietor: THE CO-OPERATIVE BANK PLC (Co. Regn. No. 990937) of No. 2 Cathedral Square, The Cloth Market, Newcastle upon Tyne NE1 1EE.

## Schedule of restrictive covenants

- 1 (07.11.1996) The following are details of the covenants contained in the Conveyance dated 4 October 1839 referred to in the Charges Register:-

MUTUAL COVENANT by the said Francis Thomas Cookson and William Charles Wollaston and Robert Cadman ..... AND ALSO that no quarry should be opened by the said Robert Cadman his heirs or assigns in or upon the said land thereby granted and released or any part thereof for the sale of stone slate tiles or bricks AND ALSO that no building then or thereafter to be erected upon the said land and hereditaments thereby granted and released or other the estates and hereditaments in and by the said recited Act directed to be sold as aforesaid or any part thereof respectively should be used or employed as a tavern beerhouse slaughterhouse common brewhouse soap boilerly tallow or candle manufactory glue house sugar refinery or other trade or business which could be deemed or considered as a nuisance to the neighbourhood AND THAT that no buildings except walls for fences to be erected upon the said plot of land and hereditaments thereby granted and released (except as thereafter was provided and mentioned) or upon the lands next adjoining to the same on the East and West sides thereof respectively should extend in a Southwardly direction beyond the building line marked on the plan drawn in the margin of the now abstracting presents extending from the letter A to the letter B.

*NOTE: Copy plan filed.*

- 2 The following are details of the covenants contained in the Conveyance dated 5 March 1891 referred to in the Charges Register:

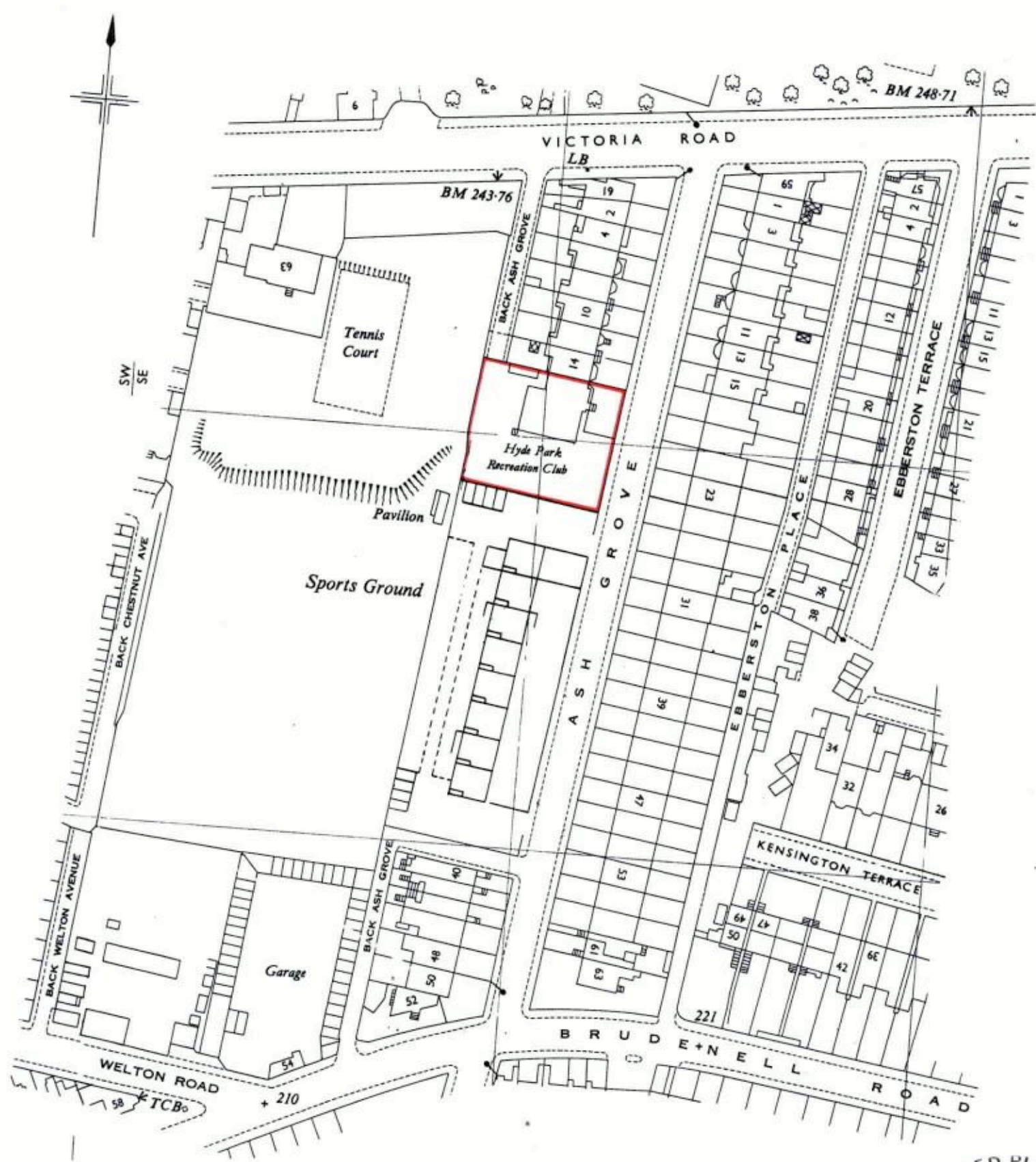
"TO THE INTENT nevertheless ..... that so much of the said plot of land as is situate between the frontage line as hereinafter defined and the said road shall also forever hereafter remain open and unbuilt upon except with a boundary wall and palisading and be used as gardens or pleasure grounds except with the consent in writing of the said William Jones Howell AND the Company doth hereby covenant with the said William Jones Howell in manner following that is to say that any building erected upon the said plot of land hereby conveyed so as to front into Ash Grove shall except with the consent in writing of the said William Jones Howell first obtained be faced with good pressed bricks or pressed bricks and stone dressings and built in accordance with the covenants herein contained AND that the same shall not deviate from the line of frontage towards the said road now already adopted by the houses built at the North and South ends and outside of the said plot of land except that bay windows and porticoes if allowed by the Corporation of Leeds aforesaid may project beyond the line of frontage to a distance of three feet AND that all boundary or fence walls fronting into Ash Grove and all cross walls or fences between the building line and the said road shall consist of dwarf walls of Ashlar with stone copings and iron palisades and iron gates of a height length pattern and

## Schedule of restrictive covenants continued

dimensions to be approved by the said William Jones Howell or his Surveyor or such other wall or fences as shall be approved of in writing by the said William Jones Howell or his Surveyor AND ALSO that no entrance door or other opening whatsoever communicating with any cellar ashpit or middenstead shall be made in any of the causeways or footpaths or in any othe part of Ash Grove aforesaid or in any wall adjoining thereto AND ALSO that the Company their successors or assigns shall and will leave open and unbuilt upon the land set apart for the said two streets respectively. AND ALSO (except for the purposes and in manner herein aforesaid) the areas between the said frontage line and the said road such areas to be used as gardens or pleasure grounds except with the consent in writing of the said William Jones Howell AND FURTHER that the Company their successors or assigns will not erect or place any step window spout signboard scraper or other obstruction so as to project into or over the line of the said road without the consent in writing of the said William Jones Howell and in case any such shall be so made or placed contrary to this covenant they the Company their successors or assigns shall and will remove the same within seven days after notice from the said William Jones Howell or his Surveyor and in default of their or some of their removing the same within that time the said William Jones Howell or his Surveyor or any workman or other person by him or them or either of them employed or authorised shall be at liberty to enter upon the premises hereby conveyed and remove or destroy such step window spout signboard scraper or other obstruction as aforesaid AND ALSO that they the said Company their successors and assigns shall not nor will make or burn any bricks upon the premises hereby conveyed except such as are to be used in the building and premises to be erected thereon except with the consent in writing of the said William Jones Howell AND ALSO that no part of the land and hereditaments hereby conveyed or any building erected or to be hereafter erected thereon shall be used for the purpose of melting tallow boiling soap burning blood baking or refining sugar or making glue or as a slaughterhouse or butchers shop or for slaughtering any cattle sheep pigs swine or other animals or for any other noisy noisome or offensive trade or calling nor shall the same at any time be used or occupied as an hotel inn public house or beerhouse or as a place of business or manufacture of any kind without the special consent in writing of the said William Jones Howell ..... the said William Jones Howell for himself his heirs executors or administrators doth hereby covenant with the Company their successors and assigns that he the said William Jones Howell shall and will at all times hereafter save harmless and keep indemnified the Company their successors and assigns from all losses costs damages and expenses which the Company may sustain incur or be put to by reason of their intended club house when erected extending southward beyond any building line to which the said plot or parcel of land hereby conveyed may be subject or being in any other respect contrary to the restrictions as to user to which the said plot or parcel of land is subject AND the said William Jones Howell for himself his heirs executors or administrators further covenants to and with the Company that notwithstanding anything hereinbefore contained to the contrary it shall be lawful for the Company to use the said plot or parcel of land as club grounds as contemplated and in accordance with the objects of the Company free from any interruption by him the said William Jones Howell or any person claiming under him and that it shall be lawful to the Company their successorss and assigns for the purpose aforesaid to enclose the said plot or parcel of land up to the edge of the said intended continuation of Ash Grove aforesaid but so nevertheless that no wall other than dwarf walls as hereinbefore specified shall be erected on the said plot of land outside the building frontage line of the said intended continuation of Ash Grove as hereinbefore defined and any additional fencing shall consist only of wooden hoarding painted green or tarred and quickset hedges or any or either of them AND the Company for themselves their successors and assigns hereby covenant with the said William Jones Howell his heirs executors or administrators that they will keep any hoarding erected or so to be erected in good repair and so painted or tarred as aforesaid."

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		WYK602866	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	WEST YORKSHIRE		SE 2835
Scale: 1/1250	LEEDS DISTRICT		© Crown copyright 1970.



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