

Title Number : HD470649

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 25 JAN 2022 at 17:38:45 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	: HD470649
Address of Property	: garden land at the rear and adjoining 53 Kentish Lane, Brookmans Park, Hatfield
Price Stated	: Not Available
Registered Owner(s)	: TOMMASINA LUCIA CAPALDO of 51 Kentish Lane, Brookmans Park, Hatfield AL9 6NG.
Lender(s)	: None

## Title number HD470649

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 25 JAN 2022 at 17:38:45. 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.

HERTFORDSHIRE : WELWYN HATFIELD

- 1 (21.12.1928) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being garden land at the rear and adjoining 53 Kentish Lane, Brookmans Park, Hatfield.
- 2 Except the free passage and running of water and soil in or under the land in this title and other land and also subject to the exceptions and reservations contained in the Conveyance dated 30 November 1928 referred to in the Charges Register of which are following are particulars taken from an Abstract:-  
  
Save nevertheless and excepting .....all the minerals under the premises with full power and authority to work and get the same minerals but by underground workings only and without entering upon or in any manner effecting or exercising any rights or powers whatsoever in or over the surface of the premises and making from time to time to the Purchaser his heirs and assigns and his and heir Lessees and tenants reasonable and adequate compensation for all damage thereby done or occasioned to the premises or any building now or thereafter to be erected thereon.
- 3 (09.07.2007) The land has the benefit of the rights granted by the Transfer dated 9 July 2007 referred to in the Charges Register.

### 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 (28.04.2014) PROPRIETOR: TOMMASINA LUCIA CAPALDO of 51 Kentish Lane, Brookmans Park, Hatfield AL9 6NG.

### C: Charges Register

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

- 1 The land in this title and other land is subject to the covenants and stipulations contained in a Conveyance on Sale thereof with other land dated 30 November 1928 and made between the same parties as the Deed dated 7 September 1927 referred to above so far as such covenants affect the same and are capable of being enforced. The covenants numbered 1 to 9 contained in the Conveyance dated 30 November 1928 are identical with those contained in the said Deed dated 7 September 1927 but the following additional covenant is contained in the Abstract of the Conveyance dated 30 November 1928:-

COVENANT by Purchaser that no wireless apparatus or aerials should be erected on the premises except such as are of neat appearance and the

## C: Charges Register continued

same shall be first approved by the Company's Surveyor whose decisions shall be final.

NOTE: "T" marks mentioned do not affect the land in this title.

- 2 A Transfer of the land in this title and other land dated 3 December 1929 by Building Finance and Investment Company Limited (Transferors) to Edmund Shephard (Transferee) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.
- 3 A Transfer of the land in this title and other land dated 30 June 1931 by Edmund Shephard to John Norman Butler contains covenants details of which are set out in the Schedule of restrictive covenants hereto.
- 4 (09.07.2007) A Transfer of the land in this title dated 9 July 2007 made between (1) Ram Homes Limited and (2) Luciano Capaldo and Tommasina Lucia Capaldo contains restrictive covenants.

NOTE: Copy filed.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 7 September 1927 referred to in the Charges Register:-

COVENANT by Purchaser with the First Mortgagees Second Mortgagees and the Vendors respectively to observe and perform the covenants set out in the Schedule to abstracting presents but limiting liability of Purchaser to period of ownership.

THE SCHEDULE above referred to

### STIPULATIONS

1. The Purchaser shall forthwith erect and forever hereafter maintain good and sufficient evergreen fences not less than 4 feet in height with close meshed wire and post or cleft chestnut or other approved fencing to be approved by the Architect for the time being to the Vendors on and along the front and the sides of the premises where marked "T" on the plan drawn hereon
2. No house or building shall be erected on the premises except set back to the building line shown on the said plan and in a position to be approved by the Architect for the time being to the Vendors and each house or building shall be erected in a good and substantial and workmanlike manner with sound and proper materials and be of a cost value of £850 at least or £1600 at least per pair for semi-detached houses all the foregoing values to be estimated at the lowest current prices in labour and materials and each house or building shall be erected together with all proper outbuildings and offices sanitary and water apparatus drains sewers and connections in accordance with plans elevations and sections to be approved by the Architect for the time being of the Vendors The said houses or building shall be roofed with tiled of a quality and colour which shall be approved by such Architect as aforesaid and the Purchaser shall pay to the said Architect a fee of two guineas for each set of plans passed
3. No additional buildings or additions to any existing buildings shall at any time be erected on the premises unless set back to the building line as aforesaid and in accordance with plans and specifications to be previously approved in writing by the Architect for the time being to the Vendors and in a manner and situation to be approved by him
4. There shall not be erected more than 63 dwellinghouses on the said premises no house shall be let out in separate tenements and no factory of any kind or retail shop or shops shall be erected upon the said premises and no fair show or public entertainment shall be held thereon and no hoarding shall be erected on the said premises for advertisement nor shall the said premises or any part thereof be used for advertising purposes

## Schedule of restrictive covenants continued

5. No bricks or tiles shall at any time be made or burnt nor shall any lime or clay be burnt on the premises and no operative machinery shall at any time be fixed thereon and no clay sand gravel or other materials shall be excavated except for the foundation of for use in erection of buildings thereon or for the purpose of laying drains or levelling the site and the premises shall not be used for any noisy noxious offensive or dangerous trade business pursuit or occupation or any purpose which shall or may be or grow to be in any way a nuisance damage grievance or annoyance to the Vendors their successors or assigns or their respective tenants or the owners or tenants of any adjoining property or the neighbourhood or which may tend to depreciate or lessen the value of the said Brookmans Park Estate or any part thereof as a residential property and excepting by the permission in writing of the Vendors and the First Mortgagees and the second Mortgagees to be given in such manner and upon such terms and conditions as to the Vendors and the First Mortgagees and the Second Mortgagees shall seem fit the said premises shall not be used or let for any other purpose than that of a private dwellinghouse but this shall not preclude the carrying on of a learned or artistic profession without other outward indication thereof than a brass or other plate or inscription covering the space of not more than two feet by one foot

6. That the said premises shall not be used for the sale of ale beer wines spirits or other intoxicating liquors or any club at which intoxicating liquors are sold or consumed

7. Not to deposit any materials on the roads or footpaths adjacent to the premises nor move or disturb the soil or surface thereof except for the purpose of laying gas water or drain pipes or subterranean conductors of electricity from the premises to the mains in any of which cases the roads and footpaths shall forthwith be made good and the repair consolidated by the Purchaser The Purchaser shall make good to the satisfaction of the Vendors when required any damage to the roadway or the kerbing or channelling thereof caused during building operations by caring or otherwise

8. Not to construct or allow to be constructed any road or street over or through the said premises other than a foot road

9. The Purchaser shall keep all erections on the said premises and the garden and grounds hedges fences and premises in proper and neat order and condition and shall not cut down any trees or hedges now growing on the said premises without the consent in writing of the Vendors.

NOTE: No boundary of the land in this title is marked T.

2 The following are details of the covenants contained in the Transfer dated 3 December 1929 referred to in the Charges Register:-

The Transferee to the intent and so as to bind (so far practicable) the property hereby transferred into whosoever hands the same may come but not so as to render the Transferee personally liable in damages for any breach of covenant committed after he shall have parted with all interest in the property in respect of which such breach shall occur hereby covenants with the Transferors that the Transferee and his successors in title..... will observe and perform the stipulations set out in the Second Schedule hereto

### THE SECOND SCHEDULE

1. The Transferee shall for ever hereafter maintain a good and sufficient evergreen fence not less than four feet in height with close meshed wire and post or cleft chestnut fencing on and along the front and the side of the premises where a "T" is marked on the plan hereto annexed.

2. Not more than even private dwellinghouses shall be erected on the premises and each such dwellinghouse together with the outbuildings shall be of a cost value of One thousand pounds at least.

3. No washing or articles of clothing shall be hung or exposed upon the

## Schedule of restrictive covenants continued

exterior of the premises unless screened from the public view.

NOTE: The "T" marks referred to in Clause 1 above do not affect the land in this title.

3 The following are details of the covenants contained in the Transfer dated 30 June 1931 referred to in the Charges Register:-

The said John Norman Butler hereby covenants with the said Edmund Shephard for the benefit of the remainder of the land belonging to the said Edmund Shephard as set out overleaf.

1. To observe and perform the registered conditions and stipulations so far as they affect the property hereby transferred and are now subsisting and capable of taking effect and will indemnify the said Edmund Shephard and his successors in title against any breach thereof.

2. To observe and perform the stipulations set out in the Schedule hereto

### THE SCHEDULE

1. The Purchaser shall for ever hereafter maintain a good and sufficient evergreen fence not less than four feet in height with close meshed wire and post or cleft chestnut fencing on and along the front and the sides of the premises where a "T" is marked on the plan hereto annexed.

2. Not more than three dwellinghouses shall be erected on the premises.

NOTE: The "T" marks referred to in Clause 1 above affect the south western boundary of the land in this title.

End of register