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Title Number MX139275

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The following are particulars of the covenants (taken from an abstract) contained in a Conveyance dated the 10th March 1930 -

COVENANT by Purchaser for himself his heirs and assigns so that covenants should be binding upon the land thereby conveyed into whosoever hands the same should come (but not to render the Purchaser liable in damages for breach after parting therewith) with Vendor his heirs executors administrators & assigns to at all times perform observe fulfil and keep the said restrictions stipulations and conditions in 3rd Schedule.

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THE ^{Third} SCHEDULE

above referred to

RESTRICTIONS STIPULATIONS AND CONDITIONS created by the Vendor dated 10th March 1930.

NOTE In this Schedule the expression "the land" means where the context so admits the land hereby agreed to be sold. *cond*

1. FENCES AND ENCLOSURES. The Purchaser is not later than two calendar months after having been called upon by the Vendor so to do to erect on the land and afterwards maintain good and suitable fences and enclosures as hereinafter described next to the roads and on the sides of the land marked T within the boundary on the plan.

If the Purchaser shall make default in erecting or maintaining any fence which he is to erect or maintain as aforesaid the Vendor may at any time before the first day of January 1931 erect maintain and repair the same and in such event the Purchaser shall pay to the Vendor on demand all expenses which the Vendor may incur in erecting or maintaining the same as the case may be.

Enclosures, fences and gates may be of such heights and types as the Surveyors for the time being of the Vendor may by writing approve but unless so approved shall not be formed otherwise than as hereunder viz:-

Enclosures next Edge Hill Avenue and also next North Circular Road where within 25 ft. of Edge Hill Avenue shall be formed with a red brick wall at least 8 1/2 inches thick with a red brick on edge coping the total height of such wall and coping to be not less than 12 inches or more than 13 inches. In the said wall there shall be built not more than 9 ft. apart oak or dark stained or wrought and painted deal posts with chains (except where gates occur) between the posts the said posts (except gate posts) to have pointed tops and be not smaller than 4 inches by 4 inches high above the ground. Gate posts shall have rounded caps and be not smaller than 5 ft. high above the ground. All gates shall be wrought deal painted or oak gates double gates leading to motor car houses shall ^{be not} be less than 4 ft. or than 4 ft. six inches high and all other gates shall be not less than 3 ft. 6 inches or more than 4 ft. high.

Enclosures next North Circular Road shall where more than 25 ft. distant from Edge Hill Avenue be formed either with dwarf walls and posts and chains as aforesaid or with oak park pale fences (with cleft pales) not less than 5 ft. or more than 5 ft. 6 inches high the pales to be on the side next North Circular Road and the posts and rails on the inside. The fences to be erected on the north west side of Block No. 6 and south east side of Block No. 7 shall where respectively within 25 ft. of North Circular Road be formed with oak park pale fencing (with cleft pales) not less than 4 ft. 6 inches or more than 5 ft. 6 inches high and elsewhere shall be formed with oak or deal close boarded fencing not less than 5 ft. or more than 5 ft. 6 inches high. Division fences between front gardens of dwellinghouses shall be formed either with iron railings of hurdle pattern or with iron railings with at least two horizontal rails in the height between the vertical standards or with oak or dark stained deal vertical and horizontal mesh trellis the openings in the mesh to be not less than 4 inches square or more than 4 1/2 inches square. No iron division fence between front gardens shall be less than 2 ft. or more than 2 ft. six inches high nor shall any trellis division fence between

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front gardens be less than 2 ft 6 inches or more than 3 ft high. No fence wall (except dwarf red walls as aforesaid) shall be built on any part of the land. No fence exceeding 5 ft 6 inches in height shall be erected on any part of the land. All deal fences to be erected on the land shall be erected ^{erected} on both sides thereof. The heights as aforesaid of all enclosures fences and gates next the roads shall be measured from the level of the footway of the adjoining road taken at the nearest point thereto. The heights as aforesaid of all other fences shall be measured from the surface of the land at the base of such fences respectively.

2. BUILDING LINES No dwellinghouse to be erected on any part of Block No 6 situate within 250 ft of the north east boundary of Block No 6 or on any part of Block No 7 situate within 190 ft of the north east boundary of Block No 7 shall be so-erected that its principal front shall face ~~to~~ ^{be} towards Edge Hill Avenue.

Nothing shall be erected nearer to Edge Hill Avenue than the respective ^{front} ~~front~~ ^{front} building lines shown on the plan except as follows:-

(a) Bay windows balconies porches verandahs oriel windows overhanging eaves and other architectural projections none of which shall project more than 5 ft in advance of the front building line (shown on the said plan) of the Block on which such projection may be constructed.

(b) Fences or other enclosures and gates described in Clause 1 of this Schedule as permissible. No building structure or erection whatsoever except fences described in Clause 1 of this Schedule as permissible gate posts gates and/or rustic steps shall be erected or made or permitted to be erected or made upon any part or parts of Blocks 6 and 7 respectively situate between the Building Line marked "County Council Building Line" on the plan and North Circular Road.

3. BUILDINGS. No building shall be erected upon the land or any part thereof except a dwelling or private dwellinghouse; with or without rustic summerhouses cyclehouses greenhouses and private motor car houses appurtenant thereto and to be occupied with any such dwellinghouse. No such rustic summerhouse or cyclehouse shall exceed nine ft in height. No greenhouse to be erected on the land shall exceed 400 superficial feet in area nor shall any rustic summerhouse or cyclehouse exceed 30 ft in superficial area. No such motor car house shall exceed 14 ft 6 inches in height exceed 350 superficial ft in area (exclusive of the area of any adjoining covered yard in connection therewith) no such yard shall be covered with a roof exceeding 14 ft 6 inches in height or 180 superficial ft in area. No summerhouse motor car house cyclehouse or greenhouse shall be commenced to be erected on the land until the house to which the same is appurtenant shall have been built. No stabling shall be erected on the land or any part thereof nor shall any building for the time being standing on the land be used as a stable.

No dwellinghouse shall be erected on the land or any part thereof unless such house be detached or semi detached. No dwellinghouse planned or adapted to contain more than one tenement shall be erected used or allowed to remain on the land or any part thereof. Except as aforesaid no detached outbuilding shall be erected on the land or any part thereof.

No dwellinghouse to be erected on any part of the land shall have within the curtilage thereof a plot with a less frontage than 35 ft to the road in front of such dwellinghouse.

No dwellinghouse or other building shall be commenced to be erected on the land or any part thereof until drawings showing the intended plans elevations and position thereof have been submitted and approved by the Vendors Surveyors and copies deposited with them and their fee of 10/6 paid.

in respect of each such dwellinghouse or other building.

No external wall of any dwellinghouse or other building to be erected on the land shall (unless the Vendors Surveyors otherwise in writing approved) be faced externally otherwise than with red facing bricks multi toned red brown or blue grey (unglazed) facing bricks stone hanging tiles or cast plaster or half timber work (or tarred wood ashlar in imitation of half timber work).

No roofs (except flat or glazed roofs) of any dwellinghouse or other building to be erected on any part of the land shall be covered otherwise than with roofing tiles of the size of ordinary Broseley roofing tiles viz about $10\frac{1}{2}$ inches by about $6\frac{1}{2}$ inches.

No detached dwellinghouse of less value than £1150 or semi detached dwellinghouse of less value than £1050 shall be built on the land or any part thereof.

The value of a dwellinghouse shall be taken to be its net first cost in materials and labour of construction only calculated at the lowest current prices and exclusive of the cost of any motor car house or detached outbuildings.

4. TRADES AND USES. No trade manufacture or business shall be carried on on the land or any part thereof nor shall the land or any part thereof be used for any purpose other than the purposes of private dwellinghouses and the outbuildings and gardens of private dwellinghouses but nothing contained in this Schedule shall be deemed to prevent the carrying on in any dwellinghouse to be erected on the land of the practice or profession of a duly qualified registered Physician registered Surgeon Architect (being a member of the Royal Institute of British Architects) or Solicitor residing therein or the erection of a brass plate not exceeding 12 inches by 10 inches setting out the name or names and profession of any such professional man or men for his or their degrees and hours of consultation or attendance on the front door or porch or front gate of any such dwellinghouse with (in the case of a physician or surgeon) a doctors ordinary ruby night light in the front garden thereof. No operative machinery which expression shall not be deemed to include motor cars or sewing machines for domestic use) shall be set up or placed on the land or any part thereof except such machinery as the Vendor may by writing approve. No earth or clay shall be burnt on any part of the land. No hut shed caravan house or wheels or other chattel adapted or intended for use as a sleeping apartment nor any show booths swings roundabouts hoarding or advertising station shall be erected placed used or allowed to remain on the land or any part thereof nor shall any advertisement (except ordinary "To be let or sold" boards or bills) be erected exhibited placed or allowed to remain upon the land or any part thereof nor shall anything be done on the land or any part thereof which might be or grow to be a nuisance or danger to the Vendor or to the occupiers for the time being of any adjoining or adjacent premises or the neighbourhood.

5. ROADS. No road or way shall without the consent in writing of the Vendor be formed on the land to give access to or from any adjoining land.

Until Edge Hill Avenue shall be taken over by the Local Authority the Purchaser shall keep in good condition and maintain the same up to the centre thereof so far as the said road abuts upon the land and in default of the Purchaser so doing it shall be lawful for (but not obligatory upon) the Vendor to maintain and repair the same in which latter event the Purchaser shall pay to the Vendor on demand all expenses incurred in relation to such maintenance and repair or his proportion thereof (as the case may be) the amount to be ascertained assessed or apportioned by the

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Surveyors for the time being of the Vendor.

6. EXCAVATION. No excavation shall be made on the land or any part thereof except as may be necessary for future buildings and drains and appurtenances thereto.

7. REGISTRATION OF RESTRICTIONS No application for registration of a proprietor or proprietors under the Land Registration Act 1925 or any Act amending or consolidating the same of the land or any part thereof shall be made unless it contains a statement that the property in respect of which the application is made is subject to the negative restrictions and to the charges contained in this Schedule and the same shall be duly protected by proper entries in the Register.

8. INTERPRETATION. In this Schedule where the context so admits the expression the Vendor includes his successors in title owner or owners of the residue for the time being unsold of the Arden Estate at Finchley in the County of Middlesex and any person or persons Corporation or Corporations to whom the benefit of the covenants by the purchaser herein contained shall be expressly assigned in writing with the said residue or some part or parts thereof and the expression the Purchaser includes the successors in title and assigns of the Purchaser.

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