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Official copy of register of title

Title number AGL71000

Edition date 27.04.2017

- This official copy shows the entries on the register of title on 08 MAY 2017 at 11:28:22.
- 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 08 May 2017.
- 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, Wales Office.

A: Property Register

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

BARNET

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the north of the North Circular Road, Finchley.
- 2 The Conveyance dated 17 February 1930 referred to in the Charges Register contains the following provision:-

IT IS hereby further declared that the Purchasers and their successors in title shall not be entitled to any right of access of light or air to the buildings to be erected on the land hereby conveyed which would restrict or interfere with the free user of adjoining or neighbouring land for building purposes.
- 3 The land edged and numbered 2 in blue on the title plan has the benefit of the rights reserved by a Transfer of 6 Edge Hill Avenue dated 1 April 1998 made between (1) The Secretary of State for the Environment Transport and the Regions and (2) Agnes Brogan.

NOTE: Copy filed under NGL760745.

- 4 The land edged and numbered 2 in blue on the title plan has the benefit of the following rights reserved by a Transfer of 8 Edge Hill Avenue dated 21 July 1998 made between (1) Secretary of State For The Environment Transport and The Regions and (2) Yosef Mansouri and Gitty Knodabaksh:-

RESERVING out of this Transfer for the benefit of the retained land and the estate owner or owners for the time being of the retained land and the occupiers thereof the cables wires pipes drains and channels (if any) in or over the property and serving the retained land and the right to the free passage of electricity gas water and soil through the same to and from the retained land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same.

NOTE:- Part of the land edged and numbered 2 in blue on the title plan forms part of the "retained land" referred to.

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 PROPRIETOR: TRANSPORT FOR LONDON care of The Property Asset Register Manager, Windsor House, 42-50 Victoria Street, London SW1H 0TL.

C: Charges Register

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

- 1 The land edged and numbered 1 in blue on the title plan is subject so far as affected thereby to the easements or rights of the Finchley Urban District Council in respect of the public sewer the position whereof is approximately shown by a blue broken line on the title plan.
- 2 A Conveyance of the land edged and numbered 1 in blue on the title plan and other land dated 17 February 1930 made between (1) Edward Cooper Arden (Vendor) and (2) Alfred Bolton and John Norris (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Conveyance of the land edged and numbered 2 in blue on the title plan and other land dated 10 March 1930 made between (1) Edward Cooper Arden (Vendor) and (2) Percival James Preston (Purchaser) contains restrictive covenants.

NOTE: Particulars of covenants filed under Title No. MX139275.

- 4 A Conveyance of the land edged and numbered 3 in blue on the title plan and other land dated 26 March 1931 made between (1) Edward Cooper Arden (Vendor) and (2) Alfred Bolton and John Norris (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 Conveyance dated 17 February 1930 referred to in the Charges Register:-

"The Purchasers for themselves and their successors in title and to the intent and so that the covenant hereinafter contained shall be binding upon the land hereby conveyed into whosoever hands the same shall come but not so as to render the Purchasers liable for any damages for any breach thereof accruing after the Purchasers shall have parted with all interest in the said land hereby covenant with the Vendor his successors in title that they the Purchasers and their successors in title will at all times henceforth duly observe perform fulfil and keep all and singular the restrictions stipulations and conditions set forth in the Second Schedule hereto.

IT IS hereby declared that the said restrictions stipulations and conditions set forth in the second Schedule hereto shall not nor shall any of them be deemed by reason of any reference implication or otherwise to affect the remainder of the said Finchley Estate of the Vendor or any part thereof (whether already agreed to be sold demised or otherwise disposed of or not) or any other land except the land hereby conveyed and that the Vendor and his successors in title shall be at liberty to use convey demise or otherwise deal with or dispose of the remainder of the said Estate or any part thereof (whether already agreed to be sold or demised or disposed of or not) or any land not hereby conveyed either subject to the restrictions stipulations and conditions similar to or different from those set forth in the said Second Schedule hereto or without any restrictions or stipulations whatsoever.

THE SECOND SCHEDULE above referred to

NOTE 1: In this Schedule the expression "the land" means where the

Schedule of restrictive covenants continued

context so admits the land hereby conveyed

1. FENCES AND ENCLOSURES - The Purchasers are 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 or enclosures as hereinafter described next to the roads and site of the proposed road shown on the Plan 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 they are to erect or maintain as aforesaid the Vendor may at any time before the first day of January One thousand nine hundred and thirty one erect maintain and repair the same and in such event the Purchasers shall pay to the Vendor on demand all expenses which he 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 the roads and site for the proposed road shall where respectively within twenty five feet of Beechwood Avenue be formed with a red brick wall at least eight and a half inches thick with a red brick on edge coping the total height of such wall and coping to be not less than twelve inches or more than eighteen inches on the said wall there shall be built not more than nine feet 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 four inches by four inch posts and be not less than three feet ten inches or more than four feet two inches high above the ground; gate posts shall have moulded caps and be not smaller than five inches by five inches posts and be not less than four feet by four inches or more than five feet high above the ground All gates shall be wrought deal painted or Oak gates double gates leading to motor car houses shall be not less than four feet or more than four feet six inches high and all other gates shall be not less than three feet six inches or more than four feet high.

ENCLOSURES OF BLOCK No.3 next North Circular Road and next the site of the proposed road shown on the plan shall where respectively more than twenty five feet from Beechwood Avenue be formed either with dwarf walls and posts and chains as aforesaid or with Oak Park fences (with cleft pales) not less than five feet or more than five feet six inches high the pales to be on the side next North Circular Road or the site of the proposed road (as the case may be) and the posts and rails on the inside.

ENCLOSURES OF BLOCK No. 5 next North Circular Road and next Edge Hill Avenue shall where respectively more than twenty five feet from Beechwood Avenue be formed either with dwarf walls and posts and chains as aforesaid with oak park pale fences (with cleft pales) not less than five feet or more than five feet six inches high the pales to be on the side next the abutting road and the posts and rails on the inside. THE fence to be erected on the North East side of Block No. 3 shall where within twenty five feet of the site for the proposed road and also where within forty feet of North Circular Road be formed with oak park pale fencing (with cleft pales) not less than four feet six inches or more than five feet six inches high and elsewhere shall be formed with oak or deal close boarded fencing not less than five feet or more than five feet six inches high.

THE fence to be erected on the South or South West side of Block No 5 shall where within twenty five feet of Edge Hill Avenue and also where within twenty five feet of North Circular Road be formed with oak park pale fencing (with cleft pales) not less than four feet six inches or more than five feet six inches high and elsewhere shall be formed with oak or deal close boarded fencing not less than five feet or more than five feet six inches high. DIVISION fence 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 four inches square or more than four and a half inches square. No iron division fence between front gardens shall be less than two feet or more than two feet six inches high nor shall any trellis or

Schedule of restrictive covenants continued

division fence between front gardens be less than two feet six inches or more than three feet high. No fence (except dwarf red brick walls as aforesaid) shall be built on any part of the land. No fence exceeding five feet six inches in height shall be erected on any part of the land. All deal fences to be erected on the land shall be creosoted on both sides thereof THE heights as aforesaid of all enclosures fences and gates next the roads and proposed roads shown on the plan shall be measured from the level of the footway of the adjoining road or proposed road (as the case may be) taken at the nearest point thereto. The heights as aforesaid of all other fences shall be measured from the present surface of the land at the base of such fences respectively.

2. BUILDING LINES - NO dwellinghouse to be erected on any part of the land situate within Two hundred and twenty feet of Edge Hill Avenue shall be so erected that its principal front shall face otherwise than towards Beechwood Avenue.

NOTHING shall be erected nearer to Beechwood Avenue than the respective 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 five feet in advance of the Front Building Line (shown on the said Plan) of the Block on which such projections may be constructed.

(b) Fences or other enclosures and gates described in Clause 1 of this schedule as permissible.

NOTHING shall be built or erected on Block 5 nearer to Edge Hill Avenue than the Flank Building Line of the said Block No 5 shown on the plan nor shall anything be built or erected on Block No. 3 nearer to North Circular Road or site of the proposed road respectively shown on the plan than the respective Flank Building Lines shown thereon as the South East and North West Flank Building Lines of Block No 3 except bay windows overhanging eaves and other architectural projections (none of which shall project more than three feet six inches in advance of the said Flank Building Lines respectively and enclosures fences and gates as described under Clause 1 of this Schedule as permissible). No building structure or erection whatsoever except fences described in Clause 1 of this schedule as permissible gates posts gates and for rustic steps shall be erected or made or permitted to be erected or made upon the lands lying 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 dwellinghouse or private dwellinghouses with or without rustic summer houses cyclehouses greenhouses and private motor car houses appurtenant thereto and to be occupied with any such dwellinghouse. No such rustic summer house or cyclehouse shall exceed nine feet in height. No greenhouse to be erected on the land shall exceed Four hundred superficial feet in area nor shall any rustic summerhouse or cyclehouse exceed eighty feet in superficial area. No such motor car house shall exceed fourteen feet six inches in height or exceed three hundred and fifty superficial feet in area (exclusive of the area of any adjoining covered yard in connection therewith) No such yard shall be covered with a roof exceeding twelve feet six inches in height or One hundred and fifty superficial feet in area No summerhouse motor car house cycle house or green house 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 or containing 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 thirty feet to the road in front of such dwellinghouse.

NO dwellinghouse or other building shall be commenced to be erected on

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the land or any part thereof until drawings showing the intended plans elevations and position thereof have been submitted to and approved by the Vendors Surveyors and copies deposited with them and their fee of ten shillings and six pence 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 Vendor's Surveyors otherwise in writing approve) be faced externally otherwise than with red facing bricks multicoloured red brown or blue-grey (unglazed) facing bricks stone hanging tiles rough 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 ten and a half inches by about six and a half inches.

NO detached dwellinghouse of less value than One thousand one hundred and fifty pounds or semi-detached dwellinghouse of less value than One thousand and fifty pounds 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 outbuilding.

4. TRADES AND USER - NO trade manufacture or business shall be carried on upon 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 outoffices 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 fifteen inches by ten inches setting out the name or names and profession of any such professional man or men with 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 case a Physician or Surgeon) a Doctor's ordinary ruby night lamp 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 on wheels or other chattel adapted or intended for use as a sleeping apartment nor any shows 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 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 the 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 Beechwood Avenue and Edge Hill Avenue shall be respectively taken over by the Local Authority the Purchasers shall keep in good condition and maintain the same up to the centre thereof so far as the said roads abut upon the land and in default of the Purchasers so doing it shall be lawful for (but not obligatory upon) the Vendor to maintain and repair the same in which latter event the Purchasers shall pay to the Vendor on demand all expenses incurred in relation to such maintenance and repair or their proportion thereof as the case may be) the amount to be ascertained assessed or apportioned by the 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

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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 for 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 Purchasers herein contained shall be expressly assigned in writing with the said residue or some part or parts thereof and the expression "the Purchasers" include their successors in title and assigns."

NOTE 2: The "T" marks referred to in paragraph 1 affect the south west side of the land edged and numbered 1 in blue on the title plan

NOTE 3: The Block No 3 referred to in paragraph 1 does not affect the land in this title

NOTE 4: The Block No 5 referred to in paragraph 1 affects the land edged and numbered 1 in blue on the title plan

NOTE 5: The Building line referred to in paragraph 2 is 25 feet back from the frontage line.

2 (27.04.2017) The following are details of the restrictive conditions contained in the Conveyance dated 26 March 1931 referred to in the Charges Register:-

"IN this Schedule the expression "the land" means where the context so admits the land hereby conveyed and "the road" means North Circular (Arterial) Road.

1. FENCES. THE Purchasers shall maintain and where necessary replace the Peerless pattern fencing four feet six inches (but not more than four feet six inches) high the existing fence (except such parts thereof as shall be removed for the purpose of forming openings therein for gates) next the road or erect on the land within one calendar month after having removed the said existing fence and afterwards maintain a good and suitable fence as hereinafter described next the road.

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:

Any new fence next the road shall be formed with a red brick dwarf wall at least eight and a half inches thick with a red brick on edge coping, the total height of such wall and coping to be not less than twelve inches or more than eighteen inches in the said wall there shall be built not more than nine feet 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 three feet ten inches or more than four feet two inches high above the ground. All gate posts shall have moulded caps and be not smaller than five inches by five inches posts and be not less than four feet four inches or more than five feet high above the ground. All gates shall be wrought deal painted or oak gates double gates leading to motor car houses shall be not less than four feet or more than four feet six inches high and all other gates shall be no less than three feet six inches or more than four feet high.

Division fences of front gardens between the road and the Front Building Line shown on the plan shall be formed (a) with four inch by four inch oak or deal posts with pointed or rounded tops) with two rows (in the height) of galvanised (unbarbed) wire and a row or rows of live shrubs parallel with such post and wire fence or (b) with iron railings of "hurdle" pattern or (c) with iron railings with at least two horizontal

Schedule of restrictive covenants continued

rails in the height or (d) with oak or deal stained vertical and horizontal mesh trellis the openings in the mesh to be not less than four inches square or more than or and a half inches square. No fence between the road and the Front Building Line shown on the plan shall be less than two feet six inches or more than three feet six inches high nor shall any fence exceeding five feet six inches high nor shall any fence exceeding five feet six inches in height be erected on any other part of the land.

No fence wall (except any dwarf red brick wall next the road as aforesaid) shall be built on any part of the land. All deal fences to be erected on the land shall be creosoted on all exposed faces and sides thereof.

The height of any new fence and gates next the road shall be measured from the level of the footway thereof taken at the nearest point thereto. The height of all other fences shall be measured from the surface of the land at the base of such fences respectively.

2. BUILDING LINE. No dwellinghouse to be erected on any part of the land shall be so erected that its principal front shall face otherwise than towards the North Circular Road.

Nothing shall be erected nearer to North Circular road than the Front Building Line 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 five feet in advance of the said Front Building Line shown on the Plan.

(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 and gates and/or rustic steps shall be erected or made or permitted to be erected or made upon any part of the land situate within twenty feet of North Circular Road.

3. BUILDINGS. NO building shall be erected upon the land or any part thereof except a private dwellinghouse or private dwellinghouses with or without rustic summerhouses cycle houses greenhouses and private motor car houses appurtenant thereto and to be occupied therewith respectively. No such rustic summerhouse or cycle-house shall exceed nine feet in height No greenhouse to be erected on the land shall exceed four hundred superficial feet in area nor shall any rustic summerhouse or cycle-house thereon exceed eight feet in superficial area. No such motor car house shall exceed ten feet in height if the roof is a flat roof or fourteen feet six inches in height measured to the apex of the roof if the roof is a sloping roof nor shall any such motor car house exceed three hundred and fifty superficial feet in area (exclusive of the area of any adjoining covered yard in connection therewith) No such yard shall be covered with a roof exceeding twelve feet six inches in height or one hundred and fifty supervicial feet in area No Summerhouse motor car house cycle-house or green house shall be commenced to be erected on the land until the house to which the same is appurtenant shall have been built thereon

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.

NOT more than four dwellinghouses shall be built on the land.

NO dwellinghouse shall be erected on the land or any part thereof unless such house shall be detached or semi-detached No dwellinghouse planned or adapted to contain more than one tenant 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 or other building shall be commenced to be erected on

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the land or any part thereof until drawings showing the intended plans elevations and positions thereof have been submitted to and approved by the Vendor's Surveyors and copies deposited with them and their fee of ten shillings and six pence 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 Vendor's Surveyors otherwise in writing approve) be faced externally otherwise than with red facing bricks multitoned red brown or blue-grey (unglazed) facing bricks stone hanging tiles rough 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 red roofing tiles of the size of ordinary Broseley roofing tiles viz: about ten and a half inches by about six and a half inches.

NO detached dwellinghouse of less value than One thousand one hundred and fifty pounds or semi-detached dwellinghouse of less value than One thousand and fifty pounds 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 houses or detached outbuilding.

4. TRADES AND USER. NO trade manufacture or business shall be carried on upon 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 outoffices and gardens of private dwellinghouses byt noting 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 Fellow Associate or Licentiate of the Royal Institute of British Architects) or Solcitor residing thereon or the erection of a brass plate not exceeding fifteen inches by ten inches setting out the name or names and profession of any such professional man or men with his or their degrees and hours of consultation or attendatnce on the front door or porch or front gate of any such dwellinghouse with (in the case of a Physician or Surgeon) a Doctors ordinfary ruby night lamp 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 carvan house on wheels or other chattel adapted or intended for use as a sleeping apartment nor any shows booths swings roundabouts hoardings or advertising station shall be erected placed used or allowed to remain on the land or any part thereof nor shall any advertisment (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 danager to the Vendor or to the occupiers for the time being of any adjoining or adjacent premises or the neighbourhood.

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

6. 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 such the application is made is subject to the negative restrictions and to the charges contained in this Schedule and the same

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shall be duly protected by proper entries in the register.

7. 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 Purchasers herein contained shall be expressly assigned in writing with the said residue or some part or parts thereof and the expression "the Purchasers" includes the successors in title and assigns of the Purchasers."

NOTE: The building line referred to above in clause 1 is set back 27 feet 6 inches from the roadway.

End of register