

## Mary's House

A park facing villa but brick making and burning is banned by a covenant.



MY PLACE THROUGH TIME 29th MARCH 2021
AN INCOMPLETE HISTORY OF \*\*\* ST. \*\*\*\*\* ROAD, HASTINGS EAST SUSSEX.

All I can report here for this project is some information from the land registry document that we have, and some 'word of mouth' history from the previous owner Joy \*\*\*\*\*\* . I have looked at all the search links for this row of semi - detached houses in the 1911 census and can find no trace. We think that they were completed in 1910, but even that is difficult to confirm unless we get access to the deeds. This isn't possible for this project as they will be stored in the County Archives in Lewes which are currently closed because of the current COVID19 lockdown. The land registry records the original sale of the land for development and certain restrictive covenants. The conveyance of 'this title and other land dated 8th November 1902 made between (1) Sir Howard Warburton Elphinstone (Vendor) (2) Rodolph Alexander Hankey and Francis Vaughan Hawkins and (3) Charles Chapman'



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## Schedule of restrictive covenants

The following are details of the covenants contained in the Conveyance dated 8 November 1902 referred to in the Charges Register:-

"The Purchaser for himself his heirs executors administrators and assigns covenants with the Vendor and with the Trustees their heirs and assigns and also with the owner or owners of the part of the Hole Farm retained by the Vendor that he the Purchaser and every person deriving title under him Will henceforth observe perform and comply with the restrictions and stipulations set forth in the second part of the Pirst Schedule hereto in respect of the land hereby conveyed.

## SCHEDULE 1. Part 2

Building and General Restrictions and Stipulations

 No bricks shall at any time hereafter be burnt or made upon the property. the plan drawn hereon marked T within the boundary fences as shown on the plan drawn hereon marked T within the boundary those at the back of the land to be 5 feet park oak palings and the division fences to be 4 feet 6 inches of similar construction.

- 3. No building shall be erected nearer the frontage than is shown by the building lines or within 10 feet of the eastern boundary of the plot of land hereby agreed to be sold.
- 4. Not more than four detached houses or two semi detached houses or one semi detached and two detached houses with the necessary outbuildings shall be erected on the property No detached house, shall with the outbuildings thereto be of less value than £600 and thereto be of less value than £1000.
- No house is to be used for any purpose other than that of a residence.
- 6. The Purchaser his heirs or assigns shall submit to the surveyor for the time being of the Trustees of the above mentioned Resettlement of the 10th day of July 1884 their heirs or assigns for approval planelevation and specification of materials of all buildings to exected including walls piers and fences before any ending is commented and will pay to the Surveyor a fee of £1.10 for his inspection and approval of all such plans and elevations but so that of the surveyor and the surveyor are fee of £1.10 for his from the top has of any of the four buildings shall differ one from the top has of any material respect than a further fee of £1.10 shall be paid in respect of any plans so differing and also a fee of £1.11.6. upon the Surveyor certifying that the whole of the work has been executed to his satisfaction.
- 7. The Purchaser shall not be entitled to any right of light or air which would restrict or interfere with the free use of any adjoining or neighbouring property of the Vendor for building or other purposes and the Vendor shall not retain for himself or him assigns any right of light or air in respect of the property retained by him which would restrict or interfere with the free use by the Purchaser of the property purchased by him for building or other purposes according to these stipulations;

NOTE 1:-A T mark referred to in clause 2 affects the North eastern boundary of the land in this title.

NOTE 2:-A building line is set back 10 feet from the Southern Eastern boundary and another building is set back 25 feet from the Southern boundary of the land in this title.

## and of register

We bought and moved into the House in November 2013 and made some alterations and renovations but luckily it had many original Features. We bought it from a Mrs Joy \*\*\*\*\*\*\* who was selling on behalf of her elderly companion James \*\*\*\*\*\*\*. He was an only child and his parents owned this house and the one next door. This house had stood empty of several years until James sold \*\*\* and moved in here. He apparently loved Porsche cars and built a double garage at the end of the garden to house them but rarely if ever drove them. In addition there was a ramshackle concrete garage at the rear of the house only big enough to house a small car, now demolished. James' mother loved roses and the garden still has many of the species roses she planted. Below a view of the garden taken last year from the Kitchen door. We love the house and the park opposite and its perfect for filling with family and friends. An elegant generously proportioned house with plenty of light air, sadly are bombarded by the constant traffic.

