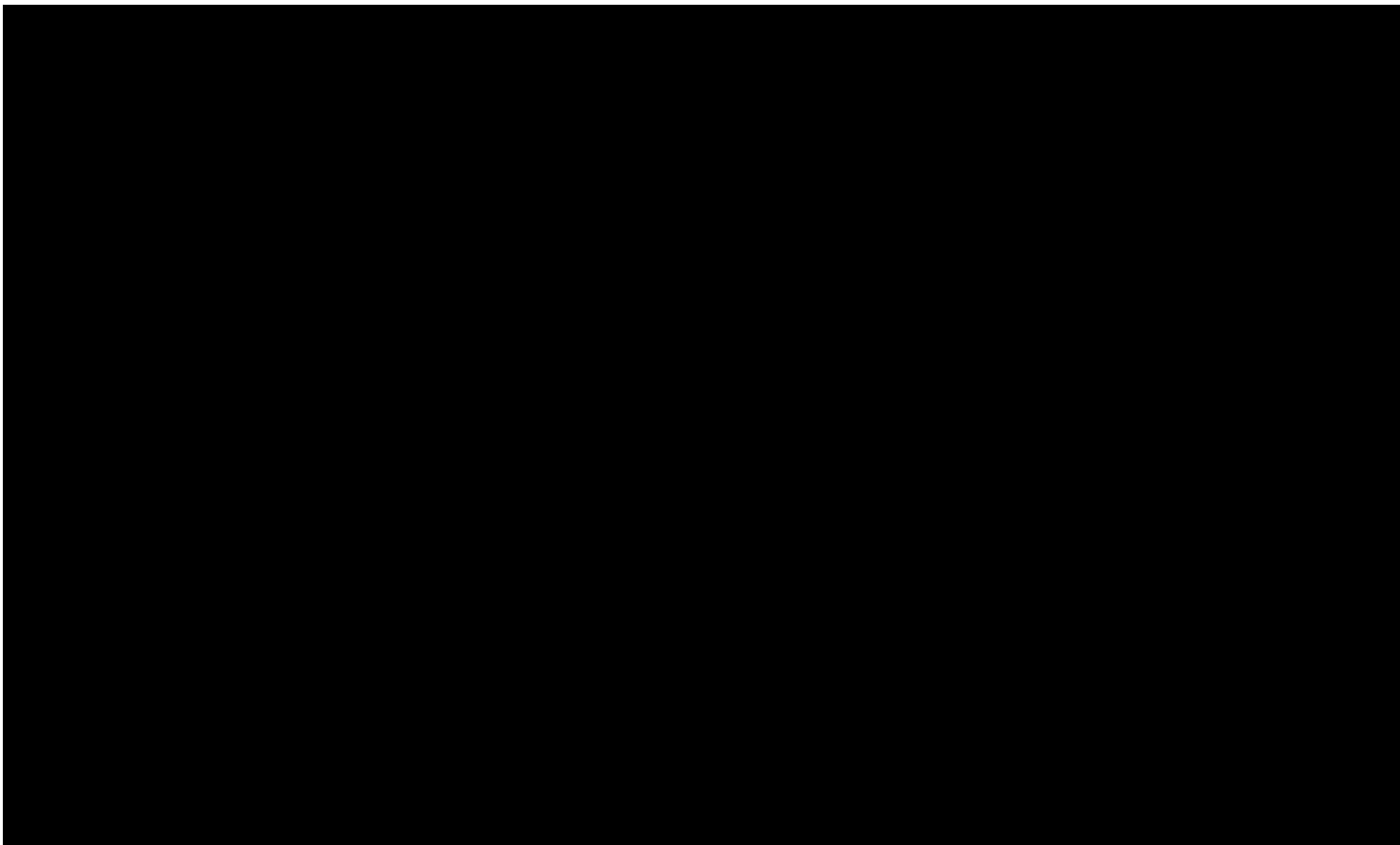
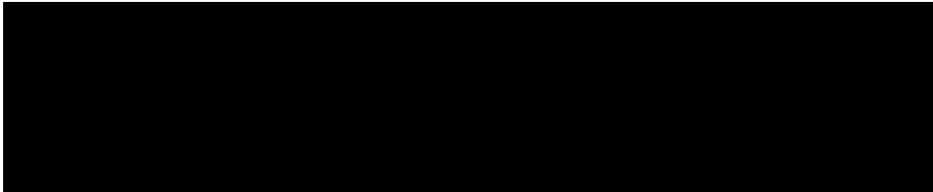


Please upload this email below on the system.

Many thanks

Jasmine

-----Original Message-----

From: Jasmine Kaur Singh

Sent: 01 June 2021 15:18

To: Allan Finlay 

Subject: RE: Planning Application AL/42/21/HH

Dear Allan,

Thank-you for providing your comments on this application.

I have noted them. They will be taken into consideration during the assessment of the planning application. However, I would like to inform you that matters related to the restricted covenants fall outside the remits of planning control. I suggest that you speak to the applicant in relation to these matters or seek legal advice.

If you have any further queries please do not hesitate to contact me.

Best Regards

Jasmine Kaur
Senior Planning Officer

-----Original Message-----

From: Allan Finlay [REDACTED]
Sent: 01 June 2021 14:31
To: Jasmine Kaur Singh <Jasmine.KaurSingh@arun.gov.uk>
Cc: Cllr. Christopher Hughes [REDACTED]
Subject: Planning Application AL/42/21/HH

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms Singh

Further to my previous objection to the above application sent to you recently I would now draw your attention to the Title Deeds relating to the properties in Lime Avenue and, in particular, to Schedule 3, Buyers Covenants.

I believe the following extracts from Schedule 3 are pertinent to my objection.

PARA1 'not to do or suffer to be done on the premises anything which may prejudicially affect the use and enjoyment on the remainder of the estate'

PARA 2 "not at any time to erect or suffer to be erected on the premises any buildings, walls or fences or other structures {save for any walls or fences and the future replacement thereof"

PARA 6 "not to obstruct or knowingly permit to be obstructed in any manner whatsoever any of the estate roads or shared driveway or the shared footpath {if any}"

PARA11 "not to park or permit to be parked on the premises or any other part of the estate any lorries or other vehicles save for the temporary parking for the purpose of making deliveries to the premises'

The applicant regularly parks an open backed lorry opposite our property overnight and at weekends. The lorry also carries various types of refuse which are open to the elements and, therefore, the health and safety of residents is at risk. The lorry is also parked at the end of a shared driveway making it dangerous for vehicles exiting the shared driveway on to Lime Avenue.

PARA 14/15 I believe there is a manhole cover located on the grass area at the side of the property which would mean access to be obstructed if required. The proposed line of the fence would not allow direct access to the manhole cover. The cover does not show what service is below.

I believe all of the foregoing restrictions and Buyers Covenants apply and that there would be a significant breach if this application is approved. Land ownership does not mean that any Covenants can be ignored.

Please acknowledge receipt of these comments.

Thanking you for your attention

Allan Finlay
8 Lime Avenue