

76 Crossbush Road
Felpham
Bognor Regis
West Sussex
PO22 7LZ

23rd July 2017

Dear Sir,

Planning application no. FP/132/17/HH

We write to say we are strongly opposed to the granting of the above numbered application. This is for a 9ft 6 inch (2900) high building in the front garden of this house sticking out some 5ft 3 inches (1600) way over the building line and right against the dividing fence.

This will be an infringement of the light and view we have enjoyed for over 29 years. In the morning sunlight it will cast a shadow over the front of our property and greatly reduce our right to light. It will create a greater sense of enclosure and being hemmed in. It will be dominant and overbearing and affect our outlook from our front door and windows. It will adversely effect the value of our property and is not in keeping with either the existing house nor the surrounding area and will alter the character of the estate.

You will see from the enclosed documents, obtained from the Land Registry, under Stipulation No. 2 "Nothing is to be erected between the building line as shown on the said plan and the road except fences bay windows and architectural dressings and no building shall be nearer the division fences than four feet." And from the attached plan it is beyond doubt that the building line is 20 feet from the front boundary of the property. The application shows an effective building line of only 16 feet 1 inch (4911) and as quoted above is directly against the division fence. We do not think it appropriate that Arun District Council is complicit in breaching these stipulations.

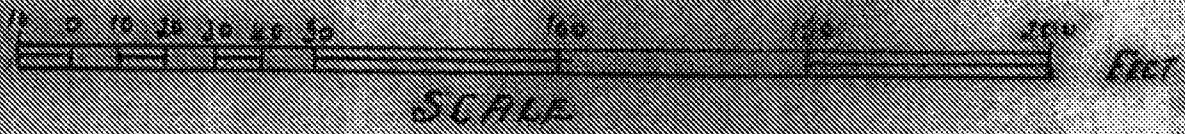
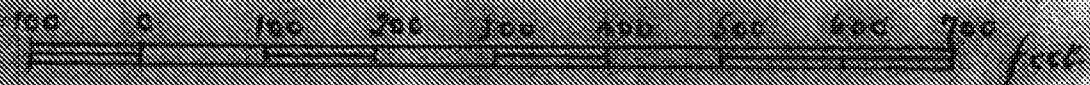
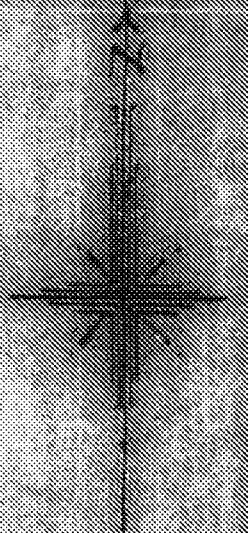
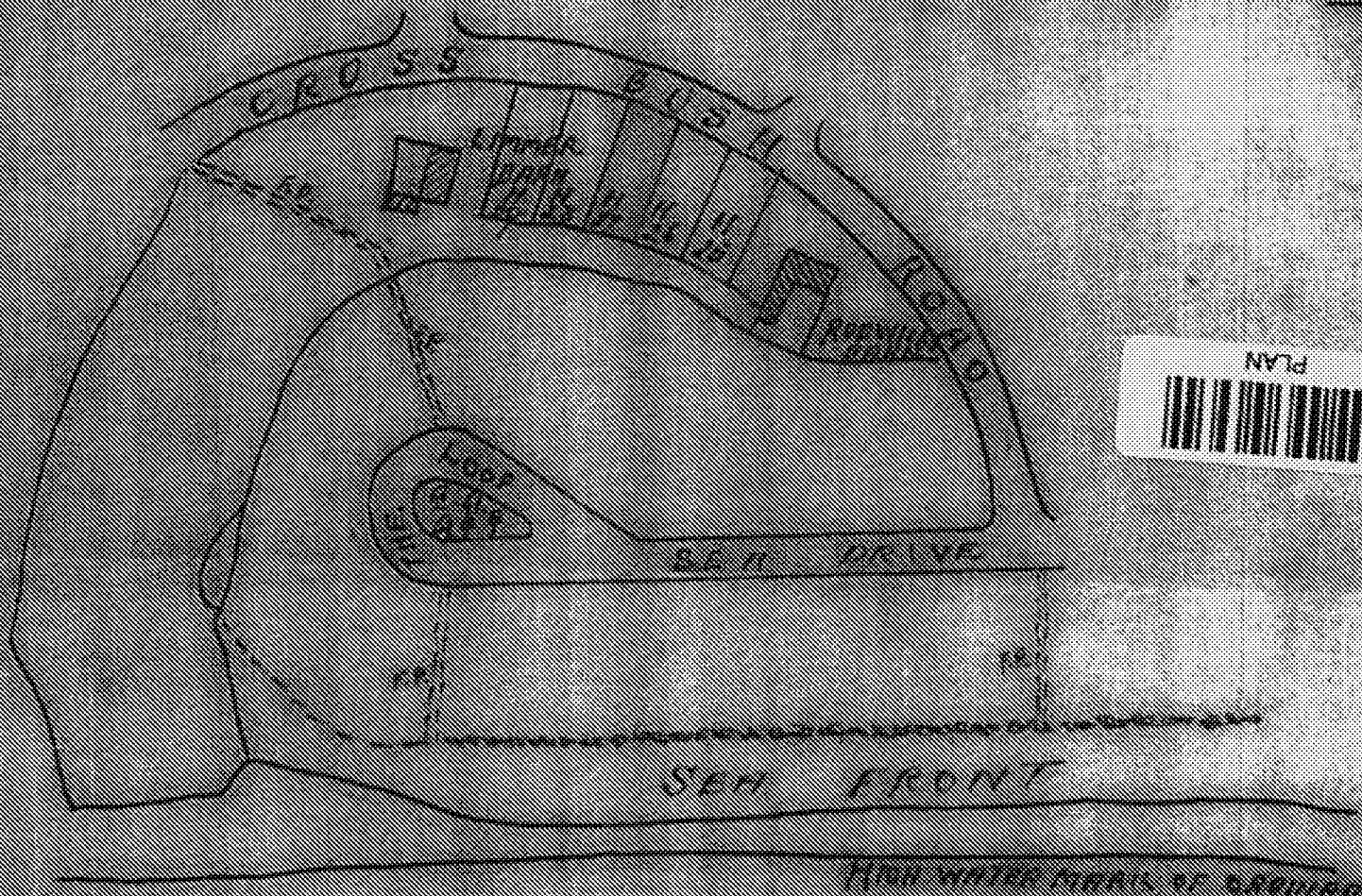
We await your reply.

Yours faithfully


Mr & Mrs Howden
Neighbouring owners

Planning Department
Arun District Council
Arun Civic Center
Maltravers Road
Littlehampton
West Sussex
BN17 5LF

Delivered by hand



HIGH WATER MARKS OF ORDINARY TIDES

Wm. A. Wright

they shall have parted with all interest in the land in respect of which such breach shall occur COVENANTS with the Vendors for the benefit of the Vendors' Estate at Selpham aforesaid at all times hereafter to observe and perform in respect of the premises hereby assented all and every the provisions and stipulations referred to in the First Schedule hereto.

3. THE Vendors hereby covenant with the Purchaser that they will pay the Tithe Rentcharge charged upon the property hereby conveyed and will indemnify the Purchaser and his successors in title against payment of any part thereof and against all actions claims and demands in respect thereof; but the Vendor shall not be required to obtain any legal apportionment or redemption thereof.

4. THE Vendors hereby acknowledge the right of the Purchaser to production and delivery of copies of the documents specified in the Second Schedule hereto and hereby undertake for the safe custody thereof.

5. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds five hundred pounds.

IN WITNESS whereof the said parties of the one part have caused their Common Seal to be hereunto affixed and the party of the other part hath hereunto set his hand and seal the day and year first above written.

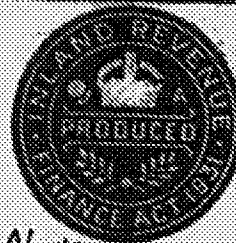
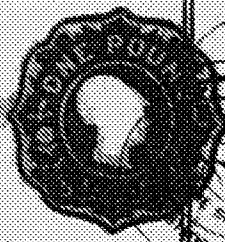
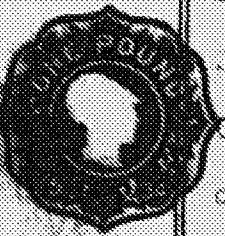
THE FIRST SCHEDULE above referred to

STIPULATIONS.

1. FENCES. The Purchaser shall forthwith make and thereafter maintain good and substantial boundary walls fences or hedges on the North East North West and South West sides of his plot as shown by the letter *T* on the annexed plan four feet in height out of the ground and to be constructed of such materials and to such designs as the Vendors or their Surveyor may approve.

2. BUILDING LINE. Nothing is to be erected between the building line as shown on the said plan and the road except fences bay windows and architectural dressings and no building shall be nearer the division fences than four feet.

3. DESCRIPTION OF BUILDINGS. Not more than One house and private garage shall be erected on the land sold. Houses may be constructed of materials other than brick flint or stone but the roofs shall be constructed of clay tiles slates barley concrete tiles or thatch. The erection of any house or other building or structural alterations or additions thereto shall not be commenced until drawings showing the intended style and position on the plot and the elevations sections and specifications together with any outbuildings drawn to a scale of eight feet to an inch and a general block plan drawn to a scale of not less than forty feet to an inch.



This

CONVEYANCE is made the *Twenty-first* day of *November*

One thousand nine hundred and thirty-four *S. E. T. W. S. E. N.*

SUMMERLY ESTATES LIMITED whose registered Office is situate at 110 Cannon Street in the City of London (hereinafter called "the Vendors") of the one part and EDWIN ALBERT WRIGHT of "The White House" 53 Langley Road Watford in the County of Hertford Gentleman (hereinafter called "the Purchaser") of the other part WHEREAS the Vendors being the Estate Owners in fee simple free from incumbrances of the property hereinafter described have agreed to sell the same to the Purchaser for the like estate in possession free from incumbrances at the price of three hundred and sixty-seven pounds.

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of three hundred and sixty-seven pounds on or before the execution of these presents paid by the Purchaser to the Vendors (the receipt whereof the Vendors hereby acknowledge) the Vendors as Beneficial Owners hereby convey unto the Purchaser ALL THAT freehold piece of land situate at *Salpham* in the County of *Sussex* being Plot Numbered H. 27 on the plans drawn on these presents and thereon edged pink and having a frontage of fifty feet or thereabouts to a road called *Cross Bush Road* and a depth of one hundred and twenty feet or thereabouts on the South East side and one hundred and twenty-eight feet or thereabouts on the North West side thereof together with a right of way on foot only in common with others similarly entitled from the rear of the property in a westerly direction up to the footpath shown on the smaller plan drawn hereon and by means of a rustic bridge over the ditch running along the rear of the property such bridge to be constructed and maintained at the expense of the Purchaser and to be of a design approved by the Vendor's Surveyor AND TOGETHER ALSO with a right of way for all purposes over the Estate Road and over the *Salpham* Road and over all other roads now or hereafter to be made by the Vendors or their Estate at *Salpham* TO HOLD unto the Purchaser in fee simple.

2. THE Purchaser hereby for himself his heirs and assigns to the intent and to be intended not only himself but all persons in whom the land hereby conveyed or any part thereof shall for the time being be vested and to bind each and any part thereof into whosoever hands the same may come and to render him or his heirs executors administrators and assigns personally liable for any breach thereof committed after he or

an inch shall be submitted in duplicate for approval by the Vendors' Surveyor for the time being who shall have power to reject the same and who shall be entitled to charge a fee of One guinea for each house alterations or additions approved. On approval one copy of the plans shall be returned to the purchaser duly signed by the Vendors' surveyor. No house of the bungalow type shall be erected on the land sold. The value of each house shall not be less than One thousand pounds excluding builders profits. For the purpose of this clause the value of a house shall be taken at its first cost in labour and materials and exclusive of ornamental fittings.

4. USER OF PREMISES. Each house shall be used and occupied as and for a private or professional residence only except with the express permission of the Vendors. No plot shall be used except as garden ground meadow land or orchard until actually built upon nor for any purpose which shall in any way be or grow to be a nuisance annoyance damage or disturbance to the Vendors or their tenants or to the owners or occupiers of any part of the Estate. No pigs or poultry shall be kept on any plot.

5. PROHIBITED BUILDING ET CETERA. No purchaser shall erect a temporary building hut or caravan (whether on wheels or otherwise) of any kind on any plot except in connection with and during the actual erection of any house to be built thereon. No bricks earth or clay shall be made or burnt on any plot. No mould or refuse shall be deposited on any plot and no excavation of gravel sand or earth be made except for foundations of buildings. No plot or portion of a plot is to be made into or used as a road or way to any adjoining land and in the event of breach of this stipulation by any purchaser he shall forthwith on demand pay to the Vendors the sum of One hundred and fifty pounds not by way of penalty but as liquidated damages.

6. RIGHT OF ENTRY. The Vendors reserve the right of entry upon any plot for the purpose of laying down constructing repairing maintaining or taking up gas or water pipes drains or sewers or electric light cables for the general convenience of the Estate the Vendors undertaking to restore and make good the surface so disturbed.

7. ROADS. No part of the site of the Estate roads is to be deemed to be included in any of the plots sold but the Vendors will grant a right of way over all the Estate roads for all purposes. Each purchaser shall contribute according to the extent of his frontage to the cost of maintaining the said roads until the same are taken over by the local authority as well as to the cost and charges of and in relation to making up the said roads upon their becoming public roads. So long as any of the said roads remain private roads the purchaser shall not obstruct such roads in any way nor



remove or disturb the soil or surface thereof except so far as may be necessary for the purpose of connecting his plot with the electricity gas water or sewer mains in which case he shall as soon as possible make good at his expense the surface so disturbed by him to the satisfaction of the Vendors or their surveyor for the time being.

8. NO Purchaser shall be entitled to any covenant from any other purchaser or from the Vendors or from any other person in respect of any of the restrictions liabilities or statements mentioned in or referred to or arising out of the said restrictions stipulations and conditions affecting or intended to be imposed upon any lot or any other property of the Vendors. The Vendors reserve the right to waive or modify the said restrictions stipulations and conditions to any extent and in any manner which may be agreed on between the Vendors and any other purchaser and to alter the plan of the Estate.

THE SECOND SCHEDULE above referred to:-

<u>Date.</u>	<u>Description.</u>	<u>Parties.</u>
1920. December 10th.	CONVEYANCE.	(1). Robert Sadler. (2). Barclays Bank Limited. (3). Henry Edward Wright.
1922. October 14th.	CONVEYANCE.	(1). The Public Trustee and Henry Layton Staffurth. (2). Summerley Estates Limited.
1922. October 15th.	MORTGAGE.	(1). Summerley Estates Limited. (2). Ernest Charles Habin.
1927. July 25th.	STATUTORY RECEIPT. (Endorsed).	(1). Ernest Charles Habin. (2). Summerley Estates Limited.

THE COMMON SEAL of Summerley Estates Limited was herewith affixed in the presence of:-

Directors.

Adm.
(Secretary).

Pharo
Mr. Lutton

H. V. Smith

SIGNED SEALED AND DELIVERED
by the above-named Habin Alfred
Wright in the presence of:-

Edmund Wright

Stanley P. Thompson
Solicitor with
Arch. Riggall & Godman
Welford



21st November 1910

Community Estate House

to

E. H. Wright Esq

Comptroller

of

the City of New York

Wm. H. Wright Esq

