

Mrs L Coney
Senior Planning Officer (Compliance)
Arun District Council
Maltravers Road
Littlehampton
West Sussex
BN17 5LF

15th July 2018

Dear Mrs Coney

Reference: Town & Country Planning Act 1990 – R/151/18/HH

Thank you for your response regarding the above reference number.

Having looked at the plans which have been retrospectively submitted, I wish to make the following comments:

Condition 9 of planning approval ref: R/7/75 states that no gate, fence, wall or other means of enclosure shall be erected or constructed forward of the buildings unless permission is granted. This is also clearly stated in the deeds of properties in Dingley Road.

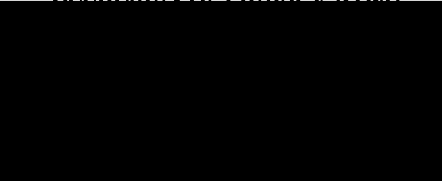
Whilst I can acknowledge the necessity for a ramp to number 18 in order to facilitate ease of entry and egress for the owner, I cannot acknowledge that the guide wall needs to be quite so obtrusive.

Having read the comments on the plans in regard to the fencing, I fail to see that the stockade type fence between 16 and 18 would in any way reduce any supposed boiler fumes.

Extending the fence to the pavement in order to stop the occupants of number 16 using the footpath. If in fact the occupants of 16 do indeed use the footpath, would not a neighbourly word suffice rather than a fence?

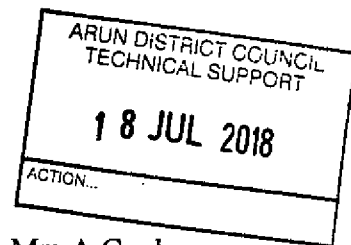
The comment regarding the fence between 18 and 20 is to hide the rubbish tip in number 20, what rubbish tip? Number 20 has a very attractive garden space in a sea of gravel and concrete.

I strongly believe that all should be done in order to protect the environment in which we all have to live. Having large ugly fencing and walls do not enhance the living area of any occupants of Dingley Road.



MRS L WILSON

5 Dingley Road
Rustington
West Sussex
BN16 3PY



To: Mrs L Coney
Senior Planning Officer (Compliance)
Arun District Council
Maltravers Road
Littlehampton
West Sussex
BN17 5LF

From: Mrs A Cook
20 Dingley Road
Rustington
West Sussex
BN16 3PY

17th July 2018

Dear Sirs

Reference: Retrospective Planning Application – 18 Dingley Road – R/151/18/HH

It is clear with regard to the above, that neither the builder or the occupants' relatives of 18 Dingley Road have any respect for the Estates Land Registry restrictions or any consideration for their neighbours'. The area is open land as the following extracts from the Land Registrar confirm: (Attached for your records)

Freehold of Land

IT IS HEREBY AGREED AND DECLARED that:

The purchaser shall not by virtue of the deed acquire any right of light or air to the premises or any other right or easement (except as herein granted) which would restrict or interfere with the free use by the Vendor of the remainder of the estate for building or any other purpose.

Purchasers Covenants.

1. Nothing shall be done or suffered to be done on the premises or any other part of the estate which shall be or grow to be a nuisance or annoyance to the Vendor or owners or occupiers of any other houses or garages on the estate.

2.(a) Not to: -

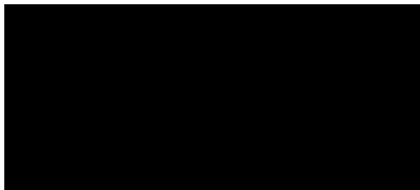
make or suffer to be made any material alteration or addition to the external appearance of the buildings walls fences or other structures now on the premises

2.(b) erect or suffer to be erected any additional buildings walls fences or other structures on the premises and in particular (but without prejudice to the generality of the foregoing) not to erect or suffer to be erected any buildings walls fences or other structures (save for any existing screen wall or fences and future replacements thereof) or to grow or permit to grow and hedge on part of the land. etc

The large fence which is already in situ between 16 and 18 and also the fence between 18 and 20 are both clearly in breach of the above and the reasons for the erections as stated on the plans are questionable, as is extending the fence between 16 and 18 to the pavement.

I shall look forward the decision of the council and trust that common sense will prevail.
Yours sincerely

Mrs A Cook
Attachments



the Vendor will indemnify the Purchaser and his successors in title against any road charges which may be payable to such authority in respect of the premises and that until the estate road is so adopted the Vendor will at its own expense maintain the same in good repair and condition

4. IT IS HEREBY AGREED AND DECLARED that :-

(a) the Purchaser shall not by virtue of this deed acquire any right of light or air to the premises or any other right or easement (except as herein expressly granted) which would restrict or interfere with the free use by the Vendor of the remainder of the estate for building or any other purposes

(b) every wall dividing the house and garage which form part of the premises from an adjoining house or garage on the estate shall be a party wall severed medially

(c) nothing herein contained or implied shall operate to prevent the Vendor from disposing of any part of the remainder of the estate free from any or all of the covenants and stipulations set out in Schedule IV or from altering the lay-out or lotting of any part of the remainder of the estate

5. THE Purchaser HEREBY COVENANTS with the Vendor but by way of indemnity only and only insofar as the covenants specified on the Register of the title number above referred to are still subsisting and capable of taking effect and relate to the premises that he will at all times hereafter duly perform and observe such covenants and will keep the Vendor effectually indemnified against all actions

(PURCHASER'S COVENANTS)

- (1) Nothing shall be done or suffered to be done on the premises or on any other part of the estate which shall be or grow to be a nuisance or annoyance to the Vendor or the owners or occupiers of any other houses or garages on the estate
- (2) Not to :-
- (a) make or suffer to be made any material alteration or addition to the external appearance of the buildings walls fences and other structures now on the premises
- (b) erect or suffer to be erected any additional buildings walls fences or other structures on the premises and in particular (but without prejudice to the generality of the foregoing) not to erect or suffer to be erected any buildings walls fences or other structures (save for any existing screen walls or fences and future replacements thereof) or to grow or permit to grow any hedge on the part of the land firstly described in
Schedule I that lies between the estate road and the elevation or elevations of the house that face the estate road PROVIDED ALWAYS that nothing contained in this Schedule shall preclude the Purchaser from erecting a greenhouse summerhouse or garden shed in the rear garden of the land firstly described in Schedule I
- (c) permit or suffer the house on the premises to be used for any purpose save that of a private residence for a single household and the garage for the garaging of a private motor vehicle and the parking space for the parking of a private motor vehicle

C: Charges Register continued

2. A Transfer of the land in this title dated 15 February 1978 made between [REDACTED] restrictive covenants.

NOTE: Copy in Certificate.

Schedule of Restrictive Covenants

1. The following are details of the covenants contained in the Conveyance dated 1 September 1933 referred to in the Charges Register:-

"The Company to the intent that this covenant shall be binding only on the property hereby conveyed and on the owner thereof for the time being and so that the Company shall be under no liability in respect thereof after it shall have parted with the said property hereby covenants with the Vendors that the Company will fully and faithfully observe and perform the conditions, restrictions and stipulations respectively set forth in the First and Second Schedule hereto.

THE SECOND SCHEDULE before referred to

Restrictions and Conditions referred to

(1) No house or building to be erected on the land shall be built except in accordance with plans as to site and elevations to be first approved in writing by the Vendors or their Surveyor. No house shall be erected of less value than ONE THOUSAND POUNDS (£1,000) exclusive of the land outbuildings walls and fences PROVIDED that market gardens and nurserymen's glass and requisite buildings shall not be deemed to be within this stipulation.

(2) The Company shall within one year from the date hereof erect and for ever maintain along each of the boundaries of the land marked "T" within the boundary on the plan annexed hereto a live hedge or fence not exceeding six feet in height to be agreeable to uniform design to be approved by the Vendors or their Surveyors. If the Company shall make default in erecting or repairing any such hedge or fence as aforesaid within twenty eight days after notice requiring it so to do shall have been given it or left for it upon the land by the Vendors then the Vendors shall be at liberty forthwith to erect or repair such hedge or fence or to erect and keep in repair a temporary fence and the Company shall on demand repay to the Vendors all moneys expended for the purpose aforesaid and all expenses relating thereto.

(3) No buildings shall be used for any purpose whatsoever (except as provided in Clause (1) save as a private dwellinghouse without written permission of the Vendor.

X (4) ~~No bricks shall be made upon the land.~~ The Company shall be entitled to erect summer houses, motor car houses and stables, cycle houses and greenhouses the plans first being approved by the Vendors or their Surveyor. Except as aforesaid no detached outbuildings shall be erected on any part of the land. No house to be erected shall with its fences and appurtenances be allowed to remain unfinished for more than one year after the same shall have been commenced but this shall not prevent the subsequent erection of authorised outbuildings.

(5) Not hut, shed, house on wheels or other chattel adapted or intended