

## Rachel Richardson

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**From:** [REDACTED]  
**Sent:** 21 November 2025 16:43  
**To:** Rachel Richardson  
**Subject:** DM/25/2626  
**Attachments:** Land Registry 42 Hurst Road- Official Copies.pdf

Hi Rachel,

Following legal advice and a review of the Land Registry title for No.42 (official copy attached), I wish to formally notify the Council that:

- **No. 44 Hurst Road, and**
- **No. 40 Hurst Road,**

**benefit from – and intend to enforce – the restrictive covenants affecting 42 Hurst Road.**

### **The covenants run with the land**

The restrictive covenants contained in the conveyances of **1904, 1919, and 1920** are expressly stated to:

**“run with and be binding on the piece of land hereby conveyed into whosesoever hands the same may come”**

(Land Registry Title WSX52195 – Schedule of Restrictive Covenants, pp. 5–6)

These covenants remain fully enforceable against the current owner and any successors.

### **Relevant restrictions**

The covenants include:

- Use as **private residences only**
- A prohibition on anything that becomes a **nuisance or annoyance** to neighbouring owners
- Restrictions on the **number and placement of dwellinghouses**
- No additional buildings or alterations **without the required consent**
- Boundary fencing obligations

These protections are still highly relevant today and continue to provide substantial practical benefit to neighbouring gardens and homes.

### **Conflict with the current proposal**

The application seeks to replace unimplemented permissions for an indoor garden swimming pool and a front infill house with:

- A **4-bed garden house** in the rear garden
- A **3-bed infill house**
- A **new boundary driveway** along No.44
- Parking and sewage works directly beside our swimming pool and outdoor eating area

This part of Hurst Road is characterised by **long, wide, non-subdivided gardens**, backing onto fields and forming a **dark, quiet wildlife corridor** opposite Talbot Field.

The proposed development would introduce:

- Constant **headlights across our gardens and into our home** at No.44
- Significant **noise and disturbance** from two additional dwellings
- A permanent loss of the **dark, tranquil character** that supports owls, bats, and honey buzzards

These effects fall squarely within the scope of **nuisance or annoyance** prohibited by the covenants.

#### **Notice of intention to enforce**

We therefore make clear that:

1. We **do not consent** to any breach or variation of the covenants.
2. We will **actively enforce** the covenants should any works proceed that infringe them.
3. There is a **significant legal impediment** to delivering the scheme as proposed.

#### **Upper Tribunal (Lands Chamber)**

For the avoidance of doubt:

**Should the owner of 42 Hurst Road seek to apply to the Upper Tribunal (Lands Chamber) to modify or discharge these restrictive covenants, we will robustly oppose any such application.**

The covenants continue to provide clear practical benefit to neighbouring properties and remain fully enforceable.

#### **Material planning consideration**

We appreciate that restrictive covenants are private law matters. However, where a development relies on works that cannot lawfully be implemented without breaching enforceable covenants, this represents a **material consideration** for the Local Planning Authority.

We therefore ask that this correspondence and the attached title documents be placed on the case file for **DM/25/2626** and brought to the attention of the case officer, the decision-maker, and any Planning Committee if relevant.

Please let me know if you require any further information.

Kind regards,

