

Rachel Richardson

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 whosoever 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,

