

OBJECTION to Proposal REF APP/19/00976 [re. 25 Heather Close PO78EE]

Despite their complex layout, Heather and Mallow Closes have remained a safe and high quality residential environment by virtue of a simple rule. Design and layout agreed by BOVIS and Havant Borough Council has remained unchanged for 40 years (see Preamble). This application breaks that rule and must not be permitted.

Preamble.

One part of the evidential base of the objection(s) that follow is EXHIBIT 2 which relates to Covenants. Now, because EXHIBIT 2 is not a Planning Document *per se* it may seem irrelevant. As I shall demonstrate, that is **not** the case: indeed, if fellow Objectors use Covenant-based arguments they will be following the same golden thread as outlined below and I argue that their concerns should be heeded. Sometimes Covenants merely reflect the whims of private landowners wishing to retain control over the future use of their former land. In this case the landowner selling [to BOVIS] was Havant Borough Council. There are two possible actions available to reposition a fence line in Heather and Mallow Closes and both are linked by that golden thread to the special status of Havant Borough Council. Had any of the property owners on Heather or Mallow Close taken the alternative possible action to relocate a fence (by simply relocating it without prior notification) concerted action would have ensued. Concerned residents would have alerted both BOVIS and *Enforcement* at Havant Borough Council - as they can and will in future - to demand that they act jointly to ensure that the fence be restored to its proper position. This is because Havant Borough Council and BOVIS acted jointly to identify that proper position when Heather and Mallow Closes were designed and built. It is only the fact that this proposal is set before Planning that such a move is presently avoided. It follows that this Planning Application places Planning Officers at Havant Borough Council in potential legal opposition to both BOVIS and *Enforcement* at Havant Borough Council. Hence Planning *when looking at Heather and Mallow Closes* (as probably does not pertain in most streets of the Borough) must be mindful of the golden thread that links Havant Borough Council, BOVIS and those residents who have, for 40 years, obeyed the Covenants. In essence, precisely because the landowner that sold to BOVIS was Havant Borough Council itself, it has here a particular duty not to contradict its own earlier decisions.

GROUND OF OBJECTION: GENERAL.

My objections are founded on several grounds, but I wish to start with A GENERAL OBJECTION based upon the original planning/design of the *Heather and Mallow Close* development. EXHIBIT #1 (att) is a copy of some Planning documents from the time (with emphasis highlighted). 40 years ago, Havant Borough Council was deeply involved in determining the *open-plan* nature and character of Heather and Mallow Closes. This is because - as has already quite deliberately been stressed and will be stressed throughout - Havant Borough Council itself was the vendor of the land upon which BOVIS eventually built over 30 executive homes. *That this Application has come forward in itself offers a clear and welcome opportunity for Havant's public officials to **confirm** their continued commitment to their own established design criteria from 40 years ago.*

The chosen [open-plan] style has numerous advantages. Un-enclosed front and side gardens offer clearer sight lines. These ensure traffic safety and make criminal/anti-social activity more visible. Havant Borough Council and BOVIS clearly agreed on this as they mutually agreed the design criteria and used terminology such as “permanent” landscaping as in*continuing indefinitely*. There is no on-site evidence that any proposal for variance to those design criteria (outlined in my EXHIBIT 1 and reinforced by my EXHIBIT 2, (att)) has ever succeeded. I argue that if this application – which appears *prima facie* to be a minor amendment (but in fact is not so) - is permitted then it sets a precedent for all the other design criteria to be set aside.

GROUND OF OBJECTION: DETAILED.

Turning to points 4 and 6 on the list of 8 relevant matters I refer to landscaping/hedgerows. In line with point 3c (iii) on page 2 of EXHIBIT 1 there should be *permanent* maintenance thereof. 25 Heather Close, the address linked to this proposal, is one of a few houses in the Close(s) that were explicitly created by BOVIS with external landscaping. Transparently, this cannot be preserved if the fence line is moved. Indeed, the line of the fencing is quite critical. Note point 3 (h) in my EXHIBIT 1 and reinforced by my EXHIBIT 2 (as highlighted). The fence line etc was explicitly agreed between Havant Borough Council and BOVIS. Original vendors were given (and subsequent residents should have been shown) the PLAN in EXHIBIT 2. As the text of EXHIBIT 2 makes clear, fencing is not to be erected **EXCEPT ALONG THE LINE MARKED WITH A T**. (this demarcation also appears in EXHIBIT 3(att) and in numerous ‘hard and soft landscaping’ documents on file at the Offices of Havant Borough Council). This restriction is crystal clear and to permit a change now would invalidate the basis on which these houses were built and have been bought for 40 years. Essentially, purchasing a property in this street implies ones agreement with the rules.

All that said, there are further implications of the design of the original approved development and these relate – importantly – to sightlines and road safety. As this application constitutes an unnecessary, unwelcome, and dangerous change to this aspect, these may be construed as my major grounds of objection. The designation of Heather and Mallow as “Closes” indicates that through vehicular traffic is not possible. All vehicles entering Heather and Mallow must inevitably turn around and leave - as they entered - at the junction with Springwood Avenue. This is part of the benefit regarding making criminal/anti-social activity more visible. However, it creates a proportionate increase in both reversing activities and unavoidable usage of that one junction. It also explains, in part, the existing “turning spaces” [though third parties routinely treat both them ,and private drives which by Covenant cannot be fenced, as part of the public highway]. If all properties had the freedom to bring 1.8metre fencing to the pavement line then the development design could not have accommodated (as its well-preserved open-plan currently does) two 90 degree bends – the most dangerous one of which abuts 25 Heather Close.

Instead of slackening the safety/sightline aspects – as this proposal does – several trends suggest that the precise opposite is needed. Since 1980, the number of vehicles per household has increased (drives are now used for parking, not just for access/egress). Furthermore, the increase in vehicular traffic usage is exacerbated by Home Delivery linked to internet shopping and by car parking by those with children at the nearby Springwood Schools and Nursery. A further particular local factor is the number of retirees in the Closes. Emergency ambulances are frequently called and must have unimpeded sightlines. It becomes ever more important that lines of sight are maintained...including ensuring the ability of residents to safely reverse off drives.

PEDESTRIAN SAFETY

Whilst through *vehicular* traffic is not possible, pedestrian through access to the Closes is available to those whose destination does not lie in the Closes but who wish to use them as a shortcut. 40 years ago, pre-dating, *and a condition of*, housing construction a pedestrian alleyway was constructed explicitly to allow access **from** the Closes **to** a now-unused entrance of Springwood Schools. After that particular entrance to Springwood Schools was closed the bulk of the residents of Heather and Mallow Closes collectively proposed their own variance to their local design criteria: they simply requested that the essentially redundant alleyway be gated. This would have enhanced their safety by making criminal/anti-social activity more visible (by preventing offenders from escaping on foot down the alleyway). As it was just slightly lacking totally unanimous support, that pro-safety proposal was rejected. The alleyway is still open and is currently used as a shortcut (saving under one minute compared with the less direct route) by parents from further afield walking through Heather/Mallow with small children in order to access the only remaining entrance to Springwood Schools. Closure of the *former* entrance of Springwood Schools (on which residents were not consulted) has thereby had the unintended consequence of increasing foot traffic in the Closes by small and vulnerable pedestrians. This is yet another reason why it is important that all established fencing and lines of sight are retained and maintained as originally agreed.

Residents consider it to be remarkable that no major traffic-related accident has yet happened. Why would Havant Borough Council now wish to take a decision to increase *risks to* safety having rejected a locally-proposed change that would have *increased* safety?

Concerns for Highway Safety alone should be sufficient to ensure that this Planning Application – literally a dangerous precedent - must be refused.

(PAGE 3 of 3)

(name and address supplied)

HAMPSHIRE
BOROUGH OF HAVANT
TOWN AND COUNTRY PLANNING ACT, 1971

Havant Borough Council,
Civic Offices,
Civic Centre Road,
Havant,
Hants.

Reference No.: 20367/23

EXHIBIT

①

In pursuance of their powers under the above-mentioned Act the Council, as the local planning authority, hereby grant OUTLINE PERMISSION for residential - Land adjacent to Stirling Avenue and Friendstaple Road, (Phase C) Stakes Hill Lodge Estate, Waterlooville.

accordance with your application received on 19.10.79. and the plans and particulars submitted in connection therewith and subject also to due compliance with the conditions specified under:-

1. The development hereby permitted must be begun either before the expiration of five years from the date of the grant of this outline permission, or the expiration of two years from the final approval of the reserved matters, or in the case of approval on different dates, the final approval of the last such matter to be approved whichever is the later date.
2. In the case of any reserved matter, application for approval must be made not later than the expiration of three years beginning with the date of the grant of this outline planning permission.
3. Plans and particulars showing the detailed proposals for all the following aspects of the development must be submitted to the District Planning Authority and development shall not be commenced before these details have been approved.
 - a) The layout including the positions and widths of roads and footpaths.
 - b) The density:
 - c) Landscaping including
 - (i) an accurate plan showing the position, type and spread of all trees on the site and a schedule detailing the size and physical condition of each tree and where appropriate, the steps

reasons for the conditions above are:-

continued...

1. & 2. To comply with Section 42 of the Town and Country Planning Act, 1971.
3. To ensure that the external appearance of the buildings is satisfactory to the District Planning Authority.
4. In order to secure safe traffic conditions.
5. To maintain as far as possible the appearance of the area.
7. To ensure that the appearance of the development is satisfactory.
8. In order to provide satisfactory footpath network. 9 & 10 see attached sheet.

N.B.—See notes overleaf.

Civic Offices,
Civic Centre Road,
Havant, PO9 2AX.
Telephone: Havant (0705) 474174.

DIRECTOR Director of Technical Services.

Date 15th November 1979.

All enquiries relating to this permission should be made of the
Planning Officer, Civic Offices, Civic Centre Road, Havant, PO9 2AX. Tel: Havant 474174.

BOROUGH OF HAVANT
TOWN AND COUNTRY PLANNING ACT, 1971

Reference No: 20367/28

The following conditions are also imposed on the grant of the ~~permission~~/outline permission to which this schedule is attached:—

- 3.c/continued ... to be taken to bring the tree to a satisfactory condition; and also details of any proposals for the felling, topping, and copping of any tree.
- (ii) a landscape design showing the planting proposed to be undertaken, the means of forming enclosures, the materials to be used for paved and hard surfaces and the finished levels in relation to existing levels;
- (iii) the arrangements to be made for the permanent maintenance of landscaped and other open areas.
- d) The siting of all buildings and the means of access thereto from an existing or proposed highway.
- e) The design of all buildings including the colour and texture of facing and roofing materials.
- f) The layout of foul sewers and surface water drains.
- g) The provision to be made for the parking, loading and unloading of vehicles.
- h) The alignment, height and materials of all walls and fences and other means of enclosure.
- i) The provision to be made for street lighting.
- j) The provision to be made for the storage and disposal of refuse.
4. There shall be no vehicular access to Friendstaple Road and Stirling Avenue as extended.
5. A survey of the site shall be made by the developers and a plan prepared to a scale of not less than 1:500 showing the exact location, species and spread of all trees on the site and those proposed to be felled during building operations and all natural features such as hedgerows, ponds, streams and large shrubs shall be submitted to and approved by the /contin

The reasons for imposing these conditions are set out on the ~~permission~~/outline permission to which this schedule is attached.

Civic Offices,
Civic Centre Road,
Havant, PO9 2AX.
Telephone: Havant (0705) 474174.


JANPUER Director of Technical Services

Date ...15th November 1971.

ALFRED STIRLING
BOROUGH OF HAVANT
TOWN AND COUNTRY PLANNING ACT, 1971

Reference No.: 20367/28

The following conditions are also imposed on the grant of the ~~permission~~/outline permission to which this schedule is attached:—

- 5... District Planning Authority before any felling or other alteration of the existing condition of the site takes place.
6. The trees on the site which are to be retained shall be protected during building operations by strict compliance with the requirements of the District Planning Authority relating to the protection of trees.
7. A scheme for landscaping, and planting in connection with the proposed development, shall be agreed with the District Planning Authority before development on the site commences and the agreed scheme shall be implemented within 12 months or as may otherwise be agreed with the District Planning Authority and the areas concerned. shall be subsequently maintained to the satisfaction of the District Planning Authority.

Provision shall be made for a direct footpath link between Stirling Avenue and the school site (connecting to points marked X - Y on the plan) and such footpath shall be laid out and surfaced before the first dwelling on the site is occupied.

The area hatched on the plan shall be used only for open space purposes and detailed proposals for the development of the site shall include the measures to be taken to bring the area into use and the arrangements for its future maintenance. These arrangements should be agreed by the District Planning Authority before development commences.

The area north of the line A - A on the plan shall not be developed at more than 8 dwellings per acre.

The reasons for imposing these conditions are set out on the ~~permission~~/outline permission to which this is attached.

Officers,
Centre Road,
PO9 2AX.
Phone: Havant (0703) 474174.

DEPUTY

Director of Technical Services

Date 15th November 1970.

NOTIFICATION

(1) If the applicant is aggrieved by the decision of the local planning authority to grant permission or approval subject to conditions, he may appeal to the Secretary of State for the Environment in accordance with Section 36 of the Town and Country Planning Act, 1971, within six months of receipt of this notice. Appeals must be made on a form which is obtainable from the Department of the Environment, Poligate House, Havelock Road, Bristol, BS2 2DJ. The Secretary of State has the power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the development order, and to any directions given under the order. He does not in practice refuse to entertain appeals solely because the decision of the local planning authority was based on a direction given by him. (The statutory requirements are those set out in Section 36(7) of the Town and Country Planning Act, 1971, namely Sections 29(1), 30(1), 67 and 74 of the Act).

(2) In cases where a Government Department has expressed views on the proposals which are incorporated in the reasons for the imposition of conditions and the applicant wishes to lodge an appeal against such decision then a representative from that Government Department will attend any Planning Inquiry and be available to give evidence if the appellant asks for the presence of such a witness at the Inquiry. In such cases the appellant should notify the Council at the address given on the front of this form without delay. The representative would not be liable to cross-examination on questions of Ministerial policy but only on matters of fact and expert opinion.

(3) If permission to develop the land is granted subject to conditions whether by the local Planning Authority or by the Secretary of the Environment and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Council of the district in which the land is situated a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of Part IX of the Town and Country Planning Act, 1971.

(4) In certain circumstances, a claim may be made against the local planning authority for compensation where permission is granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 169 of the Town and Country Planning Act, 1971.

(5) The applicant is recommended to retain this form with the title deeds of the property.

IMPORTANT

Any failure to adhere to the details of the plans hereby approved or to comply with any conditions detailed in this notice constitutes a contravention of the provisions of the Town and Country Planning Act, 1971, in respect of which enforcement action may be taken.

If it is desired to depart in any way from the approved proposals, you should consult the Council at the address overleaf before carrying out the development.

- NOTES: (1) This permission does not purport to convey any approval or consent which may be required under the Town and Country Planning Act, 1971, otherwise than under Section 29—34 and where by virtue of Section 35 the permission operates as a "listed building consent", or which may be required under any other Acts, including any Byelaws, Orders or Regulations made under such other Acts.
- (2) Developers are reminded that the grant of planning permission does not entitle them to exercise a right of way and that, if it is necessary to stop up or divert a right of way in order to enable the development to be carried out, they should apply without delay:—
- (a) in the case of a footpath or bridleway, for an Authority under Section 210 of the Town and Country Planning Act, 1971;
- (b) in any other case to the Secretary of State for the Environment for an Order under Section 211 of the Town and Country Planning Act, 1971;
- (3) Attention is drawn to the provisions of Section 43 of the Hampshire County Council Act, 1972, relating to access for the Fire Brigade. A copy of the Section can be obtained at the local planning office.

HAMPSHIRE
BOROUGH OF HAVANT
TOWN AND COUNTRY PLANNING ACT, 1971
TOWN AND COUNTRY PLANNING GENERAL DEVELOPMENT ORDER, 1973

Reference No.: 20367/43

RECEIVED

Bovis Homes Ltd.,
The Manor House,
New Ash Green,
KENT
DA3 8JE

In pursuance of their powers under the above mentioned Act and Order, the Council, as the local planning

Authority, approve the detailed plans and particulars relating to approval of reserved matters erection of detached houses and garages, as amended by site plan received 12.9.80. - Phase G takes Hill Lodge, Corner of Frenstaple Road and Springwood Avenue, WATERLOOVILLE received on 8th August 1980 in accordance with the condition numbers 3a, b, d, e, f, g, h, i, j, k, l, m, n, o, p, q, r, s, t, u, v, w, x, y, z, subject to which outline planning permission was granted under Article 5(2) of the Town and Country Planning General Development Order, 1973, under Plan No. 20367/28, in respect of

This approval is granted subject to compliance with the conditions imposed on the grant of the aforementioned outline planning permission and to the following additional conditions;

1. Plans and particulars showing the detailed proposals for all the following aspects of the development must be submitted to the District Planning Authority and development shall not be commenced before those details have been approved:
 - a. The layout of foul sewers and surface water drains.
 - b. The alignment, height and materials of all walls and fences and other means of enclosure.
2. A survey of the site shall be made by the developers and a plan prepared to a scale of not less than 1:500 showing the exact location, species and spread of all trees on the site and those proposed to be felled during building operations and all natural features such as hedgerows, ponds, streams and large shrubs shall be submitted to and approved by the District Planning Authority before any felling or other alteration of the existing condition of the site takes place.
3. The trees on the site which are to be retained shall be protected during building operations by strict compliance with the requirements of the District Planning Authority relating to the protection of trees. (copy attached).

continued...

The reasons for the foregoing conditions are:—

1. To ensure that the external appearance of the buildings is satisfactory to the District Planning Authority.
- 2.3. To maintain as far as possible the appearance of the area.
4. To ensure that the appearance of the development is satisfactory.

continued...

NOTES: (1) It is essential that this approval is read in conjunction with the outline planning permission originally granted for the development in question and with any conditions then imposed. Particular attention is drawn to the time limit for the commencement of development.

(2) Notwithstanding the terms of the condition attached to the outline planning permission, requiring the detailed plans to be submitted before development commences, the approval hereby granted authorises the commencement of so much of the development as is specified above. Attention is, however, drawn to the need to submit such further detailed plans, if any, as are required by the outline planning permission before any development other than that specified above.

Elmleigh Road,
Havant, PO9 2AT.
Telephone: Havant 2431.

DEPUTY

Date 18 SEP 1980

HAMPSHIRE
BOROUGH OF HAVANT
TOWN AND COUNTRY PLANNING ACT, 1971

Reference No.: 20367/43

The following conditions are also imposed on the grant of the ~~PERMISSION~~^{APPROVAL} to which this schedule is attached:—

4. A scheme for landscaping and planting in connection with the proposed development shall be agreed with the District Planning Authority before development on the site commences and the agreed scheme shall be implemented within 12 months or as may otherwise be agreed with the District Planning Authority and the areas concerned shall be subsequently maintained to the satisfaction of the District Planning Authority.
5. No development hereby permitted shall be commenced until the District Planning Authority shall have approved:
 - (i) a specification* of the type of construction proposed for the roads and/or footpaths including all relevant horizontal cross-sections showing existing and proposed levels together with details of street lighting and the method of disposing of surface water.
 - (ii) A programme for the making up of the roads and /or footpaths.

*This specification shall be such as to enable the Highway Authority in due course to take over the roads and/or footpaths as highways maintainable at the public expense and shall include street lighting to the standard required by the lighting authority in whose area the development is proposed.
6. The roads and footpaths shall be laid out and made up in accordance with the specification, programme and details and in any event shall be so constructed that, by not later than the time any building erected on the land is occupied, there shall be a direct connection from it to an existing highway. The final carriageway and footpath surfacing shall be commenced within three months and completed within six months from the date upon which erection is commenced of the penultimate dwelling for which permission is hereby granted.
7. There shall be no vehicular access to Friendstaple Road and Stirling Avenue as extended.

Reasons continued...

- 5.6. To ensure that the roads are constructed to a standard which will enable them to be taken over as publicly repairable highways.

7. In order to secure safe traffic conditions.

The reasons for imposing these conditions are set out on the ~~PERMISSION~~^{OUTLINE PERMISSION} to which this schedule is attached.

Civic Offices,
Civic Centre Road,
Havant, PO9 2AX.
Telephone: Havant (0705) 474174.

DEPUTY Director of Technical Services.
Date 18 SEP 1990

NOTIFICATION

(1) If the applicant is aggrieved by the decision of the local planning authority to grant permission or refusal subject to conditions, he may appeal to the Secretary of State for the Environment in accordance with Section 36 of the Town and Country Planning Act, 1971, within six months of receipt of this notice. Appeals must be made on a form which is obtainable from the Department of the Environment, Caxton House, Tothill Street, London, SW1H 9LZ. The Secretary of State has power to allow a longer period for the giving of a notice of appeal but he will not normally be prepared to exercise this power unless there are special circumstances which excuse the delay in giving notice of appeal. The Secretary of State is not required to entertain an appeal if it appears to him that permission for the proposed development could not have been granted by the local planning authority or could not have been so granted otherwise than subject to the conditions imposed by them, having regard to the statutory requirements, to the provisions of the development order, and to any directions given under the Order. He does not in practice refuse to entertain appeals solely because the decision of the local planning authority was based on a direction given by him. (The statutory requirements are those set out in Section 36(7) of the Town and Country Planning Act, 1971, namely Sections 29(1), 30(1), 67 and 74 of the Act).

(2) In cases where a Government Department has expressed views on the proposals which are incorporated in the reasons for the imposition of conditions and the applicant wishes to lodge an appeal against such decision then a representative from that Government Department will attend any Planning Inquiry and be available to give evidence if the appellant asks for the presence of such a witness at the Inquiry. In such cases the appellant should notify the Council at the address given on the front of this form without delay. The representative would not be liable to cross-examination on questions of Ministerial policy but only on matters of fact and expert opinion.

(3) If permission to develop the land is granted subject to conditions whether by the local Planning Authority or by the Secretary of State for the Environment and the owner of the land claims that the land has become incapable of reasonably beneficial use in its existing state and cannot be rendered capable of reasonably beneficial use by the carrying out of any development which has been or would be permitted, he may serve on the Council of the county district in which the land is situated a purchase notice requiring that Council to purchase his interest in the land in accordance with the provisions of Part IX of the Town and Country Planning Act, 1971.

(4) In certain circumstances, a claim may be made against the local planning authority for compensation where permission is granted subject to conditions by the Secretary of State on appeal or on a reference of the application to him. The circumstances in which such compensation is payable are set out in Section 169 of the Town and Country Planning Act, 1971.

(5) The applicant is recommended to retain this form with the title deeds of the property.

IMPORTANT

Any failure to adhere to the details of the plans hereby approved or to comply with any conditions detailed in this notice constitutes a contravention of the provisions of the Town and Country Planning Act, 1971, in respect of which enforcement action may be taken.

If it is desired to depart in any way from the approved proposals, you should consult the Council at the address overleaf before carrying out the development.

HAMPSHIRE COUNTY COUNCIL ACT, 1972

43.—(1) Subject to the provisions of subsection (3) of this section, where plans for the erection of a building are in accordance with building regulations deposited with a local authority, the local authority, after consultation with the Council, shall reject the plans if they show:—

- (a) that the building will not be provided with such means of access by the fire brigade as are necessary to enable a fire in the building to be fought effectively; or
- (b) that the building will interfere with the means of access by the fire brigade to a neighbouring building to such an extent as to render those means insufficient to enable a fire in the neighbouring building to be fought effectively.

(2) Subject as aforesaid, where plans for the extension of a building are in accordance with building regulations deposited with a local authority, the local authority after consultation with the Council, shall reject the plans if they show:—

- (a) that the extension will be such as to effect the adequacy of the means of access by the fire brigade to the building and that the building as extended will not be provided with such means of access by the fire brigade as are necessary to enable a fire in the building to be fought effectively; or
- (b) that the extension will interfere with the means of access by the fire brigade to a neighbouring building to such an extent as to render those means insufficient to enable a fire in the neighbouring building to be fought effectively.

(3) This section shall not apply in relation to the erection or extension of a building in pursuance of a planning permission given under the Act of 1971 unless notice of the provisions of this section is endorsed on or accompanies the planning permission so given.

(4) In this section "access by the fire brigade" means access by members of one or more fire brigades and their appliances, and references to a neighbouring building are, in relation to a neighbouring building for the erection, alteration or extension of which plans have been passed, reference to the neighbouring building as erected, altered or extended in accordance with those plans.

(5) If a local authority reject the plans under the authority of this section, the notice given in pursuance of subsection (2) of Section 64 of the Act of 1936 shall specify that the plans have been so rejected.

(6) Any question arising under this section between a local authority and the person by whom or on whose behalf, plans are deposited as to whether the local authority ought to pass the plans, may, on the application of that person, be determined by a magistrates' court.

Borough of Havant

NOTICE OF PASSING OF PLANS

TO: Bovis Homes Limited,

The Manor House,

New Ash Green,

Kent.

WHEREAS in accordance with the Building Regulations 1976 you deposited plans on the 9th day of October, 1980, with this Council in respect of erection of 37 Houses and Garages together with all road paths and sewers at Phase G, Stakes Hill Lodge, Frendstaple Road, Waterloooville, Hants.

THE COUNCIL HEREBY GIVE YOU NOTICE in accordance with the provisions of Section 64 of the Public Health Act 1936

that the plans have been passed.

AND TAKE NOTICE that the passing of the plans operates as an approval only for the purposes of the requirements of the Building Regulations 1976 and of Sections 25, 37, 43, 53, 54, 55, 59 and 137 of the Public Health Act 1936, but does not operate as an approval for the purposes of any other statutory provision whatsoever

DATED this 13th day of February, 1981.


Director of Technical Services

NOTE:

The accompanying Notices required to be given under the Building Regulations must be sent to the Office of the Director of Technical Services, Civic Offices, Civic Centre Road, Havant, as indicated in Regulation A.11.

This is a Building Regulation approval only. It is not (for instance) a Planning Consent or any other approval. Before committing yourself check that any other approval which you may need has been obtained.

Borough of Havant



Technical Services Department
Director: D E Ridley, C Eng MICE MIMunE

Civic Offices
Civic Centre Road
Havant, Hants PO9 2AX

Telephone: Havant 474174

When telephoning please ask for

Our Ref: Please quote Your Ref: JWD/MEC/LA
DC/BER/MF/20367/28

Bovis Homes Division,
Bovis Homes Technical Services,
The Manor House,
New Ash Green,
Dartford,
Kent.
DA3 8JE

4th November, 1980

Dear Sirs,

Phase G, Stakes Hill Lodge, Frendstaple Road,
Waterlooville

Thank you for your letter of the 29th October 1980 and the enclosed schedule of materials to be used in the external elevations of the dwellings on the above site, and to acknowledge the safe receipt of the box containing the following brick samples: Ockley Multi-Stocks, Crowborough/Ashdown Multi-Stocks, and Leywood Light Multi-Stocks.

These materials are satisfactory to the Council and when implemented will comply with the conditions within the approval under this Council's reference 20367/28.

Yours faithfully,



Director of Technical Services



EXHIBIT 2

EXTRACT FROM LAND REGISTRY (1981)

confirming that the Havant BC/ Bovis agreements
on fencing etc were made clear
to original (and subsequent) purchasers

2. THE UNDERSIGNED hereby covenants with the Purchaser that the Company will construct the estate roadway and, as footpath abutting the land hereby transferred to the satisfaction of the Local Authority and will maintain the same in repair until adopted and will indemnify the Purchaser and his successors in title against all road charges costs and expenses in respect thereof PROVIDED ALWAYS that this covenant shall not relate to any private driveway shown as such on the said plan

3. FOR the benefit and protection of the remainder of the land comprised within the title above mentioned or any part or parts thereof and so as to bind the land hereby transferred into whatever hands the same may come, the Purchaser hereby covenants with the Company, that the Purchaser and those deriving title under him will at all times hereafter observe and perform the restrictions and stipulations following:-

(a) not to erect construct or plant any fence wall or hedge (whether in the form of a boundary fence wall or hedge or not) upon the land hereby transferred except along the lines marked with "T" hereon on the said plan and to maintain any fence wall or hedge erected constructed or planted along the said lines in a good and sufficient state of repair

(b) not to erect or permit to be erected any building hut or other constructions or any other kind of structure upon the land hereby transferred or any part thereof or other physical structure to be erected

purpose of this covenant the word "road" shall be any road or highway between the rear of a plot and a frontage and the front of any plot situated on a plot extending to the whole of the plot in the case of plots which are fronted by the side of the road or beach, in addition to roads the open area between the rear of a plot and the front of a plot shall be a road and the fence line between the rear of a plot and the front of a plot shall be a road or highway authority prior to the date hereof and in this clause the word "road or roads" shall include highways estate roads and footpaths (and private driveways) provided that this restriction shall not apply to any hedges walls or fences planted retained or erected on any open area by the Company before completion of the Company's development

- (c) not to erect or permit to be erected more than one dwelling upon the land hereby transferred or any part thereof or to use or permit the said land to be used except in connection with one dwelling and garage as aforesaid and for the purpose of this clause a garage shall include a double garage
- (d) not to use the said dwelling for any purpose other than as a private dwelling or to carry on any trade business or manufacture whatsoever on the land hereby transferred or any part thereof
- (e) not to keep on the land hereby transferred:-
 - (i) any livestock save the usual domestic pets
 - (ii) any boats commercial vehicles or vehicles adapted or intended for use as dwellings or sleeping accommodation (unless the same are stored in the said garage)
- (f) not to do or permit to be done anything whereby the roads on the land comprised in the title above mentioned shall be damaged or made unfit for use by any person having a right to use the same and not to obstruct the said roads and footpaths or leave on any part thereof anything which would in any way interfere with the free and undisturbed user thereof AND to indemnify the Company in respect of any damage so caused in breach of this covenant
- (g) not to allow commercial vehicles to be parked on the said roads except for the delivery of goods and services to the land hereby transferred
- (h) not to cause permit or suffer to be done in or upon the land hereby transferred any act or thing which may be or become a nuisance annoyance danger or detriment to the owners of premises for the time being of other parts of the Estate (which expression shall in this transfer mean the land now or formerly comprised within the title above mentioned)

PROVIDED ALWAYS that the Company and its successors in title shall be under no restriction as to the mode of development or use of the remainder of the Estate on any part or parts thereof and any at any time release or modify any of the above restrictions and stipulations in relation to other parts of the Estate whether released before or after the date

purpose of this title, the word "open area" shall be any land which is situated between the rear of one building and the front of any other building or plot extending to the whole width of the plot in the case of plots which are not situated on the side of the road or beach or between two roads the open area shall include that part of a plot which lies between two other roads or roads and the fence line approved by or agreed with the local planning authority as highway authority prior to the date hereof and in this clause the word "road or roads" shall include all highways estate roads and footpaths (and private driveways) provided that this restriction shall not apply to any hedges walls or fences planted retained or erected on any open area by the Company before completion of the Company's development

- (c) not to erect or permit to be erected more than one dwelling upon the land hereby transferred or any part thereof or to use or permit the said land to be used except in connection with one dwelling and garage as aforesaid and for the purpose of this clause a garage shall include a double garage
- (d) not to use the said dwelling for any purpose other than as a private dwelling or to carry on any trade business or manufacture whatsoever on the land hereby transferred or any part thereof
- (e) not to keep on the land hereby transferred:-
 - (i) any livestock save the usual domestic pets
 - (ii) any boats commercial vehicles or vehicles adapted or intended for use as dwellings or sleeping accommodation (unless the same are stored in the said garage)
- (f) not to do or permit to be done anything whereby the roads or the land comprised in the title above mentioned shall be damaged or made unfit for use by any person having a right to use the same and not to obstruct the said roads and footpaths or leave on any part thereof anything which would in any way interfere with the free and undisturbed user thereof AND to indemnify the Company in respect of any damage so caused in breach of this covenant
- (g) not to allow commercial vehicles to be parked on the said roads except for the delivery of goods and services to the land hereby transferred
- (h) not to cause permit or suffer to be done in or upon the land hereby transferred any act or thing which may be or become a nuisance annoyance danger or detriment to the owners or occupiers for the time being of other parts of the Estate (which expression shall in this transfer mean the land now or heretofore comprised within the title above mentioned)

PROVIDED ALWAYS that the Company and its successors in title shall be under no restriction as to the mode of development or user of the remainder of the Estate or any part or parts thereof and may at any time release or vary any of the foregoing restrictions and stipulations in whole or in part or alter the same (whether imposed before or after the date

The line from which it is agreed the fence will not be moved is, indeed, the currently existing one.



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