

Dear Kristina & Camden Council,

I am referring to our previous conversations regarding our neighbours in 11F Arkwright Road, whom has submitted an application for extensions on the entrance (north) and back (south) of her house (Application Ref: 2016/2748/P).

I will make a comment on the link on the Camden Council website and refer to this email. However, it is imperative that the attached documents, which clearly restricts what can and cannot be done to the houses on 11A-11F Arkwright Road, come to your attention.


Please find attached extracts from the Land Registration document, which clearly states that (page 2 in the attachment): *'You must not cause any nuisance or annoyance to any adjoining owners and not do anything which would injure the character of the estate as a high class residential estate. You must not make any additional external alteration to any part of the house or the garage.'*

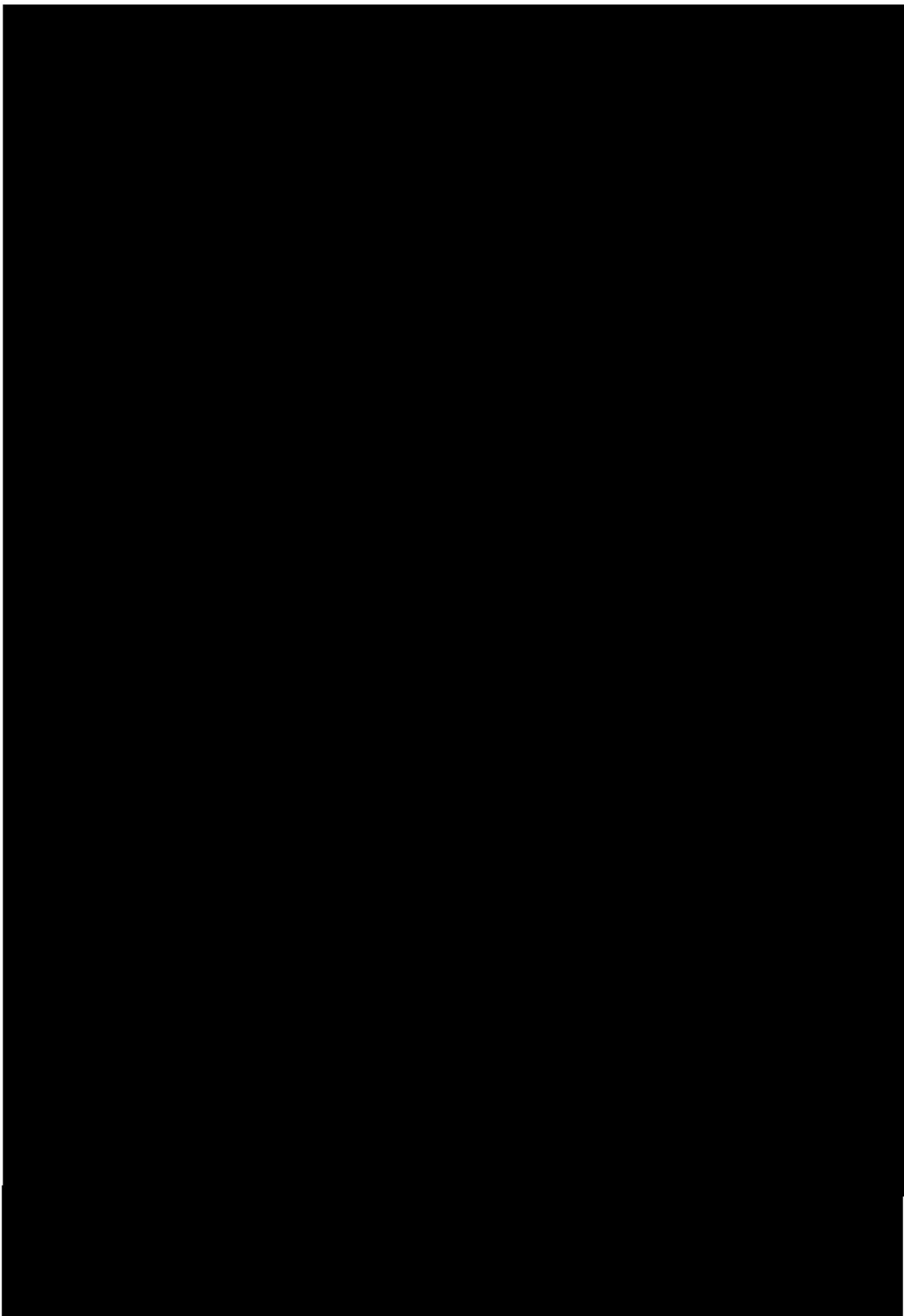
In the attachment, you will also find extracts from the Title Deed, which clearly states that (page 3 in attachment, paragraph 1.): *'THE said Purchaser doth hereby for himself his heirs executors and administrators covenant with the said Vendor his heirs and assigns that....he will not erect or place any building (except walls or fences not exceeding 5 feet and 6 inches in height) or porticoes or bay windows nearer to the Road than the building line shewn and figured on the said Plan...'*

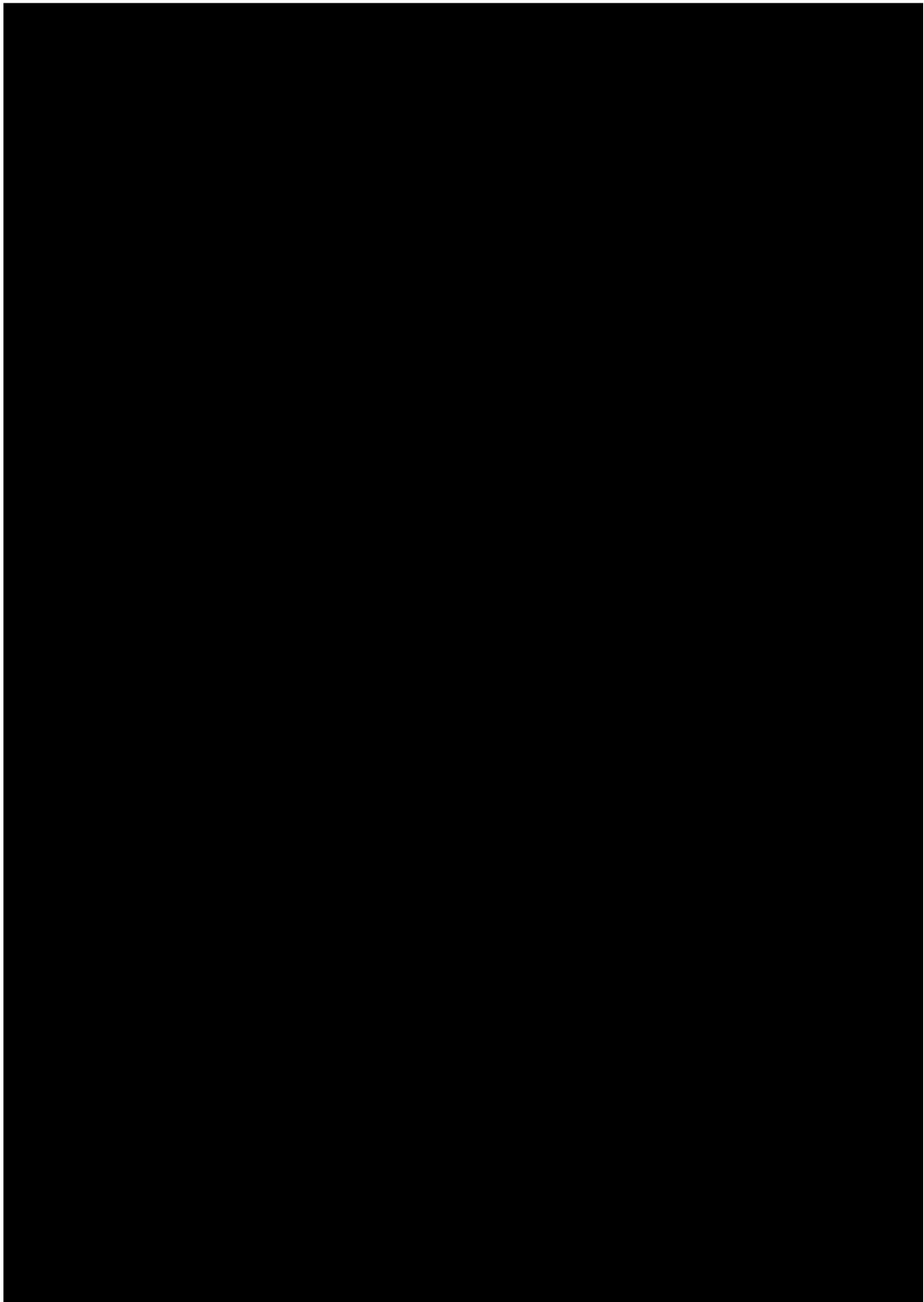
Paragraph 4. in the Title Deed goes as far as to state: *'Not without the consent of the Vendor or its Surveyor to paint or varnish the exterior of the dwellinghouse or garage or any buildings erected or to be erected on the land hereby transferring in a colour other than a like colour as the said dwellinghouse and garage at present painted or varnished.'*

Based on these documents, it is clear that no alteration should be allowed to the front of the 11F Arkwright Road.

As regards extending the roof terrace on the south side of the house of 11F Arkwright Road, we (11E Arkwright) has no immediate objection to the extension of an extra room on the roof terrace as long as the construction meets the submitted drawings. However, this is with the caveat that that a proper survey is undertaken by 11F Arkwright Road in respect of whether the combined building (11E/11F Arkwright Road) can sustain the extra weight from the extension without being structurally impaired.

Kindest regards,
Christian Diebitsch
11E Arkwright Road
London NW3 6AA






LAND REGISTRATION DOCUMENT

you have not been induced into entering into this agreement in reliance on any statement, either oral or in writing, made by or on behalf of the Seller except for written replies by the Seller's solicitors to written enquiries made by me, and information contained or referred to in the Seller's Property Information Form. If there is any information which the Seller has told you about and which you are relying on, it must be put down in writing and please let me know if this is the case.

Should you fail to complete on the date set for completion, you will be liable to pay penalty interest at the rate of 4% above the base rate of Barclays Bank Plc. Should you fail to complete at all, you will lose your deposit and be subject to a damages claim. You will also have to pay the reasonable fees of the Seller's solicitors for the cost of serving a formal notice on you requiring you to complete.

If you are paying a deposit of less than 10%, should you fail to complete on the date set for completion, you will immediately have to pay the balance of the full deposit of 10% to the Seller and any unpaid balance. Should you fail to do so, you will be charged the penalty interest. This will be a debt due to the Seller.

You have agreed that on completion, you will pay a contribution towards the Seller's solicitors costs of £1,450 plus VAT.

Would you please sign both contracts where I have tagged and return them to me. You will not have exchanged contracts by simply signing the contracts. Contracts will only be exchanged when the Sellers/Buyers solicitors and I formally exchange contracts over the telephone. Once contracts have been exchanged you are legally obliged to complete the purchase and the sale. I will of course exchange contracts on your sale and purchase at the same time to ensure a mutual completion date is agreed.

2. Land Registry

Office Copy entries of the land register are enclosed. The Property is described as 11 Arkwright Road, shown edged red on the filed plan.

There are a number of entries on the register which affect the Property, many dating back to the late 1800s, concerning the development of the land. For example, no walls or fences exceeding 5 feet 6 inches in height may be built on the land. The Property must be either detached or semi-detached and cannot be used other than for private residential premises only. Entry number 3 of the Schedule of Restrictive Covenants states that the area coloured blue on the filed plan must not have any building erected on it, except a greenhouse or a summer house not exceeding 15 feet in height. This area must be used solely for the purposes of a private garden.

If you refer to the Transfer dated 21st December 1971, a copy of which is enclosed, at Clause 2 it has been declared that you are not entitled to any right of light or air which would restrict or interfere with the use of any adjoining or neighbouring land for building purposes. I am assuming that the adjoining land is now built upon and this entry will not have any further affect on you.

LAND REGISTRATION DOCUMENT

If you refer to the First Schedule, this sets out rights that you have been granted. For example, you have a right of way at all times and for all purposes over the common access drive coloured brown on the transfer plan enclosed. This gives access to your land which is coloured purple on the transfer plan. You must maintain, repair and replace as and when necessary the part of the access drive which you own, being the land coloured purple. You have the right to use the services which run under any adjoining property and the right to enter on to any neighbouring or adjoining land for the purpose of making, connecting, constructing, renewing, repairing or cleaning any pipes, sewers, drains etc.

You have a right of way, on foot only, along the land adjoining 11E Arkwright Road, which is shown on the plan coloured yellow. This runs down the side of your Property.

The second part of the Schedule refers to rights that the original developer has kept for the benefit of the owners. For example, your adjoining neighbours have the right of access across the access way coloured purple which you own, subject to them maintaining parts of the driveway coloured brown on the plan. They also have the right to enter your Property in order to repair, maintain, construct and clean any of the pipes, sewers, drains or watercourses which run under your land, provided they make good all damage caused.

Number 11E Arkwright Road has the right of way, on foot only, over the area of your land coloured blue on the plan. This is the one that runs next to the area coloured yellow to which you have a right of way.

If you refer to the Second Schedule, this sets out restrictive covenants (contractual obligations) which you must still comply with. For example, you must use the Property as a single private dwelling house for the occupation of one family. You must not use the garage other than as a private garage. You must not cause any nuisance or annoyance to any adjoining owners and not do anything which would injure the character of the estate as a high class residential estate. You must not make any additional external alteration to any part of the house or garage unless the plans and descriptions have been previously submitted to the original Developer and they have given their approval. You must not paint the exterior of the house or garage a colour other than the same colour that it was painted originally. I have carried out a search against the original developer M P Kent Limited and they do not exist. However, an M P Kent Plc was dissolved in 1988. M P Kent (Homes) Limited do still exist having changed their name to Knightsmoor Homes Limited.

You must not use the area coloured green on the transfer plan (being the front garden) other than as a grass, paved or landscaped area which must be kept in a tidy condition. You must not fell any existing trees on the land without the Developer's consent. All fences and walls must be kept the same or a similar style as originally constructed.

The Seller's solicitors have confirmed in their letter of 17th April that nothing has built on the land coloured blue on the transfer plan, and the only items of external painting that

C: Charges Register

This register contains any charges and other matters that affect the land

1. A A Conveyance of the land tinted pink on the filed plan and other land dated 31 August 1874 made between (1) George Henry Errington (Vendor) and (2) Edward Hill Mannering (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
2. A Conveyance of the land tinted yellow on the filed plan and other land dated 16 September 1878 made between (1) Sir Spencer Maryon Maryon Wilson and (2) Edward Hill Mannering contains covenants details of which are set out in the schedule of restrictive covenants hereto.
3. A Conveyance of the land tinted blue on the filed plan and other land dated 1 January 1879 made between (1) Sir Spencer Maryon Maryon-Wilson (2) Edward William Hudson and (3) Edward Hill Mannering contains covenants details of which are set out in the schedule of restrictive covenants hereto.
4. A Transfer dated 31 December 1971 made between (1) M.P. Kent Limited and (2) Albert Ralph Hay contains restrictive covenants.

NOTE: Copy in Certificate.

Schedule of Restrictive Covenants

1. The following are details of the covenants contained in the Conveyance dated 31 August 1874 referred to in the Charges Register:-



"THE said Purchaser doth hereby for himself his heirs executors and administrators covenant with the said Vendor his heirs and assigns that.....he will not erect or place any building (except walls or fences not exceeding 5 feet 6 inches in height) or porticoes or bay windows nearer to the Road than the building line shewn and figured on the said Plan but will so arrange that all buildings (except Stabling) shall abut upon the said building line AND ALSO that he the said Purchaser will not erect upon the said premises any dwellinghouse or dwellinghouses of any other description than a Villa or semi-detached Villa no such dwellinghouse to be of less value than £1,000 such value to be taken to be the amount of its net cost in materials and labor of construction only estimated at the lowest current prices. AND ALSO that he the said Purchaser will not build any Stable which he may erect on the said premises more than 25 feet high the Plans thereof and the position of the same to be subject to the approval of the said Vendor's Surveyor for the time being."

NOTE:-The building line runs parallel with Arkwright Road and the plan referred to is filed under title 167936 (NGL).

2. The following are details of the covenants contained in the Conveyance dated 16 September 1878 referred to in the Charges Register:-



"NO buildings of any kind other than walls or fences not exceeding five feet six inches in height (and to be constructed subject to the approval of the said surveyor for the time being) or gateways or porticoes or bay windows shall or will be erected by the said Edward Hill Mannering his heirs or assigns or placed by him or them nearer to the said footway than the building line which is thirty feet from the said footway and the main South walls of all buildings erected on the said piece of land (except stabling) shall and will be so built by the said Edward Hill Mannering

5. Not to use those parts of the land hereby transferred as are coloured green on the said plan otherwise than as a properly grassed paved or landscaped area (as appropriate) only and to keep the same tidy and in good order and condition to the reasonable satisfaction of the Vendor and not to hang or place any washing nor permit any chattel to be placed upon or remain in the said land coloured green.

*Ans
res:*

6. Not to fell any of the existing trees on the land hereby transferred without the previous written consent of the Vendor.

*Ans
res:*

7. All fences or walls upon the land hereby transferred shall be in the position and shall be of the styles constructions and size similar to that now or shortly hereafter to be erected by the Vendor and shall be so maintained and repaired by the Purchaser at his own expense (except as hereinbefore provided in the case of party walls and/or fences) and no other fences or walls shall be erected or permitted to remain on the said land.

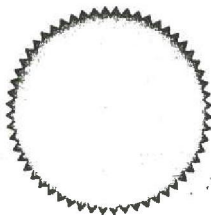
8. No bills posters or hoardings shall be displayed or erected on the land hereby transferred or any part thereof except for the purpose of advertising the sale or letting of a dwellinghouse erected thereon.

THE COMMON SEAL of
M.P. KENT LIMITED was
hereunto affixed in
the presence of:

Handwritten initials

DIRECTOR

SECRETARY



6 NGL 192160

Please

TITLE DEED