



## ERISWELL PARISH COUNCIL

Parish clerk: Nicola Glading

Phone: 01842 337488

Email: [eriswellparishclerk@outlook.com](mailto:eriswellparishclerk@outlook.com)

Website: <http://eriswell.onesuffolk.net>

# MINUTES

## of the ERISWELL PARISH COUNCIL EXTRAORDINARY MEETING held on FEBRUARY 19<sup>th</sup> 2025 at 7pm in the Reading Room, Eriswell

Present

Cllr G Tolmie (Chairman)

Cllr J Foster (Vice Chairman)

Cllr B Foster

Cllr A Bibbey

Cllr A James

And 4 members of the public

N. Glading parish clerk

2025/ 114	<b>CHAIRMAN'S WELCOME and RECORDING OF MEETING</b>
a.	The Chairman welcomed all the meeting. No recording.
2025/ 115	<b>APOLOGIES FOR ABSENCE</b>
a.	Council to receive apologies for absence: None
b.	Council to consent to accept apologies received: Not applicable
2025/ 116	<b>DECLARATIONS OF INTEREST</b>
	To receive Members' declarations of Disclosable Pecuniary Interests: None
2025/117	<b>LETTER FROM D E SHIPP Ltd (Paper A)</b>
a.	<p>The letter dated 3<sup>rd</sup> February 2025 from D E Shipp was considered.</p> <p>The Chairman read out the letter, and explained that there are two areas involved-</p> <ol style="list-style-type: none"><li>1. Land left hand side / 570 houses in LW area</li><li>2. Land currently grassed/ treed at the entrance to the estate</li></ol> <p>All owners will have their own legal titles, registration and other related documents.</p> <p>Between 2017 and 2018 the owner of the open spaces sought planning permission for housing: this was refused.</p> <p>Lords Walk SRL was registered in Luxembourg.</p> <p>2019 land sold for £87,500 to Peace Development Ltd.</p> <p>The open spaces were kept neat and tidy.</p> <p>2021 Auction House London sold the open spaces to D Shipp.</p> <p>The Company show Assets pf £1. Dormant.</p> <p>2022 D Shipp sought planning permission for one 4 bedroomed house. Refused.</p> <p>D Shipp took the decision to the inspector 11/4 was dismissed: seen as a precedent – inspector commented that there were no leisure activities.</p> <p>EPC would like some of the land to be donated to us as we need facilities.</p> <p>D Shipp seemed to be positive about donation of land in 2024 but subsequently the parish council have heard nothing.</p>

	<p>Normally in an estate of this size District/ County imposes conditions on the sale.</p> <p>Who owns the benefits of the covenant? Mr Shipp would have to get a copy of the covenant for each house. Residents will have own covenants. This is not a parish council matter: people need to go back to their conveyancer / individual houses. It would be prudent to obtain a copy of your title docs from Land Registry. Ask your solicitor about any restrictive covenants. Each householder will be in an individual situation.</p> <p><i>Parish Council to reply:</i> This is not within the remit of the parish council It is an issue between Mr Shipp and the houseowners EPC have no financial or interest in any of the houses</p>
2025/118	<b>PUBLIC PARTICIPATION</b>
a.	The Chairman relaxed the usual rules and members of the public contributed throughout the meeting
2025/119	MATTERS WHICH, IN THE OPINION OF THE CHAIRMAN, SHOULD BE BROUGHT TO THE COUNCILLORS NOTICE: None

Meeting closed 8.10pm

**D,E SHIPP Ltd. Land and Property consultants**

Suite 1-2 Hammetts farm Mildenhall Rd. West Row, Suffolk. IP28 8RN,  
UK contact +4407768 101336.

Mr. Garth Tolmie  
Chairperson  
Eriswell Parish council

February 3rd 2025

I wish to inform the parish council of the steps now being taken to ensure all dwellings on the Lords Walk Estate are in full compliance with the Restrictive Covenants which are embedded in the title deeds to each dwelling as held at Land Registry.

Dwellings that are not compliant with the Restrictive Covenants will receive a formal notice of non compliance giving a time schedule to meet compliance.

If the compliance is not met within the time frame this will be handed to a legal identity to pursue .

This will involve

Informing bank/ mortgage companies holding an interest in the property of the non compliance.

Taking legal action through the courts to order to obtain compliance. (non compliance after this will be dealt with by the court).

All cost will be applied for through the court.

This action is being taken as it has been requested by some property owners of the Lords Walk.

A copy of the Restrictive Covenants applicable to all dwellings on the estate is attached.

Yours faithfully



D. Shipp

UK Companies Registration No. 12466284.

D.E. SHIPP Ltd.

## RESTRICTIVE COVENANTS APPERTAINING TO

LORDS WALK ESTATE  
RAF LAKENHEATH  
ERISWELL, SUFFOLK.

Covenants 17. to to 20.7 inclusive.

### 17 Restrictive covenants by the Transferee

The Transferee covenants with the Transferor with the intention that the burden of such covenants shall run with and bind the Property and that the benefit of such covenants shall be annexed to and run with the whole and every part of the Retained Land to observe and perform the following covenants:

- 17.1 not to use or suffer to be used the Property or any building erected thereon for any purpose other than as a private dwelling house and, in particular, not to carry on or permit to be carried on in or on the Property any trade business or profession
- 17.2 not to use or suffer or permit the Property to be used for any illegal, immoral or improper purpose and not to do or suffer to be done on the Property any act or thing which may be or grow to be a danger, nuisance or annoyance to the Transferor or any of the occupiers of a Dwelling and to pay all costs, charges and

expenses of abating any such nuisance and executing all such works that may be necessary for abating any such nuisance or for the carrying out of any works in obedience of any notice served by any of the Authorities insofar as the same is the liability of or wholly or partially attributable to the default of the Transferee

- 17.3 not to park at any time on the Estate or on the Property any boat, lorry, commercial vehicle over 1.5 tonnes of any description or any trailer, caravan, house on wheels or other similar chattel
- 17.4 not to carry out nor allow to be carried out on a commercial basis any vehicles maintenance on any part of the Estate
- 17.5 not to allow or cause the deterioration of any vehicle on the Estate to an unreasonable condition nor to abandon any vehicle whatsoever on the Estate and in the event of any breach of this covenant it shall be lawful for the Transferor without prejudice to arrange for the removal of such neglected or vandalised vehicle and to recover from the Transferee any costs incurred by it
- 17.6 not until such time as the last Dwelling in Zone 5 has been sold by the Transferor to place or permit to be placed any name, writing, drawings, sign, board, plate or placard of any kind in or upon or from the external walls or any window on the exterior of the Property so as to be visible from the outside of the Property save a plate showing the name or number of the Property
- 17.7 not to erect or permit to be erected on the Property any external wireless or television, aerial, satellite dish or similar apparatus for the reception or transmission of radio or television signals upon the Property which is more than 60 cm in height or diameter and provided that the Transferee shall use all reasonable endeavours to install such device at the rear of the Dwelling
- 17.8 not to paint or cement render or in any way cover the brickwork on the Property or in any way alter the external colour of the Property
- 17.9 not to permit any animal kept on the Property to become the cause of a nuisance or danger of whatsoever nature
- 17.10 not to alter the position of the garden walls and fences erected on the front and (if applicable) the front side gardens of the Property by the Transferor and in order to preserve the open plan development of the front (and if applicable) front side gardens of the Property not to place or erect any additional garden wall or fence or permit the growth of any hedge or any other means of enclosure within the front or (if applicable) front side gardens of the Property not to replace any grassed area within the front or (if applicable) the front side gardens in order to create any new car parking space
- 17.11 not to erect any boundary structure in the rear garden of the Property to a height exceeding six feet
- 17.12 not to damage, alter or move any street signs or lamp posts within the Property
- 17.13 not to object to any planning application(s) made by or on behalf of the Transferor relating to the development, redevelopment or any alterations to any buildings (including dwellings) on the



any required or permitted  
certificates or applications  
and declarations and so on.

Retained Land.

Other

**18 Positive covenants by the Transferee**

18.1 The Transferee hereby covenants with the Transferor for the benefit and the protection of the Retained Land and so as to bind (in so far as is possible) the Property to:

18.1.1 keep the boundary structure marked with an inward "T" (if any) on Plan 1 in good repair and decorative order. Where the boundary structure does not adjoin a Dwelling that structure shall be the responsibility of the Transferee and shall be maintained in good repair and decorative order by the Transferee accordingly

18.1.2 keep and maintain any grassed or landscaped areas on the Property in a clean, tidy and mown condition.

18.2 The Transferee hereby covenants with the Transferor by way of indemnity only to observe and perform the covenants conditions, restrictions and all other matters (save for the Charge) contained or referred to in the registers of title number SK250587 insofar as the same affect the Property and are still subsisting and capable of taking effect and indemnify and keep indemnified the Transferor against all actions, proceedings, costs, claims and demands arising in respect of any future non-observance or non-performance.

**19 Agreements and Declarations**

19.1 The parties hereby agree and declare as follows:

19.1.1 save where this Transfer otherwise provides all walls, fences, hedges, trees and other boundaries dividing the Property from any other Dwelling are to be party structures and are to be maintained accordingly

19.1.2 the Property will not by virtue of this Transfer have any implied rights of light and air or any other rights or easements (other than as expressly granted by this Transfer) over the Retained Land and section 62 of the Law of Property Act 1925 and the rule in Wheeldon -v- Burrows shall not apply to this Transfer

19.1.3 when in this Transfer a party agrees to reimburse a sum or cost if it fails to make payment on the prescribed date such sum or cost shall bear interest at 4% per annum over the base rate from time to time of Barclays Bank plc (or such other bank as the Transferor may prescribe) from the date when payment was due until payment has been discharged in full and which interest and sum outstanding shall be recoverable as a contract debt

19.1.4 the Transferor may (save as expressly provided herein) deal with the Estate, free from all restrictions or rights and may dispose of the Estate or any interest thereon in such parts and upon such terms and conditions and subject to or free from any restriction that the Transferor may think fit and the Transferee shall not be released from any of the conditions or stipulations herein contained nor shall the right of the Transferor to enforce

such conditions or stipulations be effected by reason that the Estate or any part or parts thereof or any interest therein shall have been disposed of without similar restrictions to those herein contained

19.1.5 a person who is not a party to this Transfer shall not have any rights under or in connection with it by virtue of the Contract (Rights of Third Party) Act 1999

## **20 Provisos to the Rights and the Exceptions**

- 20.1 Any rights of entry on land for the purpose of carrying out works referred to in the Rights or the Exceptions shall be exercisable upon reasonable notice and at reasonable times but may not be exercised over or through or onto land which has been or is being or is intended to be developed by the construction of buildings or their curtilages thereon.
- 20.2 Connection to roads and footpaths and/or Service Media shall only be to the extent there is capacity.
- 20.3 The positions and specification of connections to and construction and/or laying of roads and footpaths and/or Service Media pursuant to the Rights or the Exceptions shall first be approved by the owner of the land on which the same are being effected.
- 20.4 All requisite consents from any relevant Authorities for connections to and construction and/or laying of roads and footpaths or Service Media pursuant to the Rights or the Exceptions and Reservations shall be obtained by the person exercising and prior to the same being so exercised.
- 20.5 The person exercising the Rights or the Exceptions shall cause as little damage or disturbance as reasonably possible and shall promptly make good all damage caused.
- 20.6 The person exercising the Rights or the Exceptions shall contribute a fair and reasonable proportion of the costs reasonably and properly incurred in inspections cleansing repairing maintaining renewing or replacing roads footpaths and/or Service Media over or through which the Rights or the Exceptions are exercised and within 10 working days of receipt of a written demand for the same.