

Appeal Statement – PL/2026/01489

We have lived at 20 Norman Drive since March 2016, having purchased the property off-plan from Charles Church. Toward the end of construction, the site manager advised that surplus fencing materials were available and proposed installing a low boundary fence at the rear of the garden. We were given the option to upgrade to a 6-foot fence at an additional cost of approximately [REDACTED] which was not financially viable for us at that time. As a result, the lower fence was installed as offered.

We don't believe any fencing was provided by Charles Church in the earlier phases of the development for properties backing onto the field but for our phase it was offered as an extra on the freehold boundary line, including ours. At the time of purchase, the property was subject to a lease covering land behind the fence (approx 1.5m to the boundary, we understood this was an easement strip for use if further development was permitted behind us. When this lease became available to buy, we proceeded with the purchase of [REDACTED] to avoid paying charges on a lease that could be sold for profit before this was outlawed. During the conveyancing process, our solicitors confirmed via the Land Registry that the leased land extended beyond the original fence line, up to the farmer's fence within the hedgerow. By purchasing the lease, we therefore acquired freehold ownership of this additional area of land.

Having repaired the back fence numerous times and due to the poor condition of the original fence, we did have to look at replacing it late last year. This decision was also influenced by security concerns. Before our home was built, the land behind it was used as a thoroughfare by dog walkers, resulting in a large gap within the hedgerow. This led to ongoing access issues, including dogs entering our garden. Having checked the general rules on fences for easements strips (which seemed positive) and given we had purchased the land we, in hindsight, wrongly replaced the fence at the outer boundary given that we owned the land beyond it. We did not appreciate the additional clause on our deeds at that time.

The chosen 6ft fence height was carefully considered; and is significantly smaller than the hedge beyond. With a proposed housing development planned on the field behind our property (PL/2025/02686), we wished to ensure our garden was secure. The housing planned does not stretch as far as our boundary and we will back only a green space open to the public, the 1.5m will never be needed as an easement strip as the land to the left (from our garden looking out) is protected from development. Additionally, we now have grandchildren who regularly use the garden, and it was important to us to create a safe and enclosed outdoor space for them. We believe this is a reasonable and proportionate measure to protect our home.

We acknowledge the comments made in the refusal notice; however, we respectfully disagree with the assertion that the fence is visible from Monarch Way which seems the original concern. The attached photograph, taken using maximum zoom on a mobile phone camera, demonstrates that the fence is not visible due to the height and density of the existing hedgerow. The fence does not exceed the height of the hedge by a long way, and therefore does not present a greater visual impact than the previous boundary fence. Nor have our neighbours made any negative comments about it under the planning application. We don't believe there is a negative impact to the change as assumed.



Taken with normal view (Naked eye)



Taken with maximum zoom

I have carefully reviewed the policy references cited by Salisbury Planning and have also discussed them with Ms Mary Rose. The guidance refers generally to boundary treatments but does not specify restrictions regarding fence height or colour. Given that the fence is now positioned along our legally owned boundary and is visually screened by the hedgerow which will remain in place under the new developments to the rear of the property, we believe it potentially complies with both the spirit and intent of the relevant planning guidance, there is no effect from the external rear view across the field and the new housing development will have much more of a significant impact on that than we could. Neither will it be required for easement purposes given the current plans.

For these reasons, we respectfully request that the decision be reconsidered.