

Restrictive Covenants.

On receipt of Westward Ho! Park from Torridge District Council, Northam Town Council was required to agree to a number of restrictive covenants. These are:

11.2 Restrictive Covenants by the Transferee:

11.2.1 The Transferee hereby covenants with the Transferor so that the Covenants set out in 11.2.1 to which section 33 of the [Local Government \(Miscellaneous Provisions\) Act 1982](#) shall apply to the Transferee will:

- (a) not alter in any way the Land without prior written permission from the Transferor which shall not reasonably be withheld;
- (b) not erect any building or structure on the land or undertake any structural works without the Transferor's written consent which shall not be unreasonably withheld;
- (c) if required, once consent has been given, not to alter the building or structure on the Land without planning permission from the Local Authority;
- (d) not carry out any further development on the Land within the meaning of [section 55 of the Town and Country Planning Act 1990](#) as at the date of this Transfer without written permission from the Transferor which shall not be unreasonably withheld;
- (e) not use, permit to be used, change the use or permit the change of use of any part of the land for any other use other than public open space;
- (f) not carry out any engineering, mining, or other operation in, on over or under the Land, or make any material change in the use of the Land without written permission of the Transferor;
- (g) not use the Land, or allow, permit or suffer the same to be used for any purpose which may become a legal nuisance to the Transferor or to any neighbouring and adjacent properties;
- (h) not use the Land, or allow, permit or suffer the same to be used for any purpose which may interfere with the Transferors use of neighbouring land;
- (i) not obstruct any access ways or deposit any waste, rubbish, soil or other material on any part of any access way or in any other way interfere with, or disturb, the exercise of the same rights or similar rights by any other person;
- (j) not leave any rubbish on or outside the Land other than in specifically designated refuse receptacles;
- (k) not load and unload goods outside the Land other than at such times as accord with any bye-laws or parking restrictions imposed by the Local Authority;
- (l) not keep animals or livestock whatsoever on the Land;
- (m) not conduct any business from the Land;
- (n) maintain and protect the Land as public open space and undertake all ongoing maintenance and management of the Land at the date of Transfer;
- (o) not obstruct, permit or suffer the same to obstruct any access to any part of the Land which may interfere with the public use of the Land;

(p) allow the full and free right in common with all others having a like right to pass and repass without vehicles and at all times and for all purposes over and across the Land;

(q) not keep any caravan, boat, vehicle or trailer on the Land;

(r) not to place any sign, placard, board, poster, notice, flag, banner or advertisement on the Property so as to be seen from the outside of the Property without the consent of the Transferor, such consent not to be unreasonably withheld or delayed;

The Transferee acknowledges that the above covenants between the Transferee and Transferor are made pursuant to section 111 of the Local Government ACT 1972 and the powers vested in the Transferor by section 33 of the Local Government (Miscellaneous Provisions) Act 1982.

11.3 Use

11.3.1 The Transferee covenants with the Transferor not to use the Land for any other purpose other than public open space and that the Land shall remain only for use such as without any form of commercial use.

11.4 Disposals

The Transferee covenants with the Transferor not to make any Disposal of the land without prior written consent from the Transferor which shall not be unreasonably withheld or delayed.

11.5 Restrictive covenants by the Transferor

None

11.6 The Transferee consents to and shall forthwith apply to the Land Registry (and subsequently use all reasonable endeavours to procure the entry onto the register of the same) for the following restriction to be entered against the title to the Land following the registration of this transfer:

"no disposition of the registered estate (other than a charge) by the proprietor of the registered estate (or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction) is to be complemented by registration without a certificate signed by Torridge District Council of Riverbank House, Bideford, Devon EX39 2QG or their conveyancer that the provisions of clause 11.4 of this Transfer have been complied with or that they do not apply to the disposition".