

Restrictive Covenants.

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

12.4 Restrictive Covenants by the Transferee:

12.4.1 The Transferee hereby covenants with the Transferor so that this covenant shall be so far as possible for the benefit of the Transferor only with the intention of binding the Property and each and every part of it that the Transferee will:

- (a) Not at anytime to erect, place or construct or permit or suffer to be erected, placed or constructed any building(s) or other structure, or structural works whatsoever whether a temporary or permanent nature on the Property save as shall be approved by the Transferor and such approval shall not be unreasonably withheld or delayed;
- (b) not alter in any way the Property without prior written permission from the Transferor which shall not be unreasonably withheld or delayed;
- (c) if required, once consent has been given, not to alter the building or structure on the Property without planning permission from the Local Authority;
- (d) not carry out any further development on the Property within the meaning of section 55 of the Town and Country Planning Act 1990 as at the date of the Transfer without written permission from the Transferor;
- (e) not use, permit to be used, change the use or permit to change the use of any part of the Property for any other use than as public open space, a recreational public play area with ancillary building for amenity use;
- (f) not carry out any engineering, mining or other operation in, on, over or under the Property, or make any material change in the use of the property without written permission from the Transferor which shall not be unreasonably withheld or delayed;
- (g) not use the Property or allow, permit or suffer the same to be used for any purpose which may be or become a legal nuisance to the Transferor or to any neighbouring and adjacent properties;
- (h) not use the Property or allow, permit, or suffer the same to be used for any purpose which may interfere with the Transferor's 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) maintain and protect the Land as public open space and undertake all ongoing maintenance and management of the Land at the date of Transfer;
- (n) 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;
- (o) 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;
- (p) not keep any caravan, boat, vehicle or trailer on the Land;

(q) 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;

12.5 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.

12.6 Restrictive covenants by the Transferor

None