

19. RESTRICTIVE COVENANTS

THE Transferee HEREBY COVENANTS with the Transferor for the benefit and protection of each and every part of the remainder of the Estate and any other adjoining land belonging to the Transferor at the date hereof and also as a separate covenant with any other person who is now the owner of any part of the Estate and so as to bind the Property into whosoever hands the same may come that the Transferee will at all times hereafter observe and perform the restrictions and stipulations set out below

19.1 BUILDINGS AND ALTERATIONS

- (a) Not to construct or place any additional building or other erection on the Property or make any external alteration in or addition to the House or the walls fences or the front or rear gardens thereof without the previous written approval of the Transferor to plans elevations sections specifications and detailed drawing thereof PROVIDED THAT on any such application for approval as aforesaid the Transferee shall pay to the Transferor such reasonable fee for the consideration of such application as the Transferor shall from time to time prescribe whether the approval of the Transferor to such application be given or not
- (b) Not to convert the Garage to living accommodation
- (c) Not to alter the colour of the external paintwork of the Property for a period of ten years as from the date hereof and thereafter only with the consent of the Transferor
- (d) Not to interfere with damage or remove any street furniture or fittings and fitments ancillary thereto which may be placed in on or attached to the Property
- (e) Not to object to any planning application by or on behalf of the Transferor in respect of future Development which expression shall for the purposes hereof include Neighbouring Land

19.2 USER

- (a) Not to use the House for the purpose of any manufacture trade or business of any description or for any purpose other than as a private dwellinghouse in single family occupation and garage nor place or suffer to be placed on any part of the Property any commercial showboard placard or nameplate
- (b) Not to do or suffer to be done any act or thing in or about the Property which shall or may be or grow to the annoyance nuisance damage or disturbance of the Transferor or the occupier of any part of the remainder of the Estate

19.3 OPEN PLAN

Not to erect any fences hedges or walls whatsoever on the Property between the House and any roadway frontage or return frontage thereto or use such area for any other purpose than as accessway lawn or flower beds and to maintain such area as open development and not to permit or allow any obstruction to exceed 600mm in height within any part of that area as comprises in whole or in part a vision splay/sight line which would be required by the local highway authority in conjunction with an adopted highway

19.4 PARKING

- (a) Not to park any vehicle caravan trailer or boat of any kind on the Property the Estate the Estate Roads or any part of the Development except that
 - (i) private motorcars and private motorcycles may be parked on such part of the Property (if any) as is specifically constructed for that purpose or in the Garage
 - (ii) vehicles delivering or collecting goods may be parked temporarily on the Estate Roads but not so as to interfere with the movement of traffic
 - (iii) any vehicle caravan trailer or boat may be parked in a Garage
 - (iv) visitors to the Estate may park in a Visitor Parking Space but only on a first come first served basis for a period not exceeding 24 hours at any one time plots 13 to 25 only
- (b) Not to keep or allow any vehicles to stand on the Estate Roads nor to do anything which would obstructed the easy access over the Estate Roads
- (c) Not to park or allow to be parked on the Property or the Estate any commercial vehicle save for the purposes of delivery or collection of items to and from the Property
- (c) Not to allow any occupier of or visitor to the Property to infringe these covenants relating to parking
- (d) Not personally to park any motor or other vehicles on a Visitors Parking Space plots 13 to 25 only

19.5 DUSTBINS

Not to place or keep dustbins or refuse bags or the like in front of the House except on such days as are recognised as refuse collection days and to take such steps as may from time to time be required by the Transferor to facilitate collection of rubbish from the front of the House on the said recognised refuse collection days

19.6 NOTICES AND SIGNS

- (a) Not without the previous written approval of the Transferor to erect or display any notice offering the Property for sale or letting within a period of five years from the date hereof
- (b) Not to exhibit or permit or suffer to be exhibited any sign or signboard of any description save for any name and number of the House or any notice offering the Property for sale or letting SUBJECT ALWAYS to sub-clause (a) of this provision

19.7 DEMOLITION

- (a) Not at any time hereafter to permit or authorise the demolition of any building on the Property so as to leave the party walls dividing any buildings erected on the Property from any buildings erected on the remainder of the Estate exposed as exterior walls without complying with clause 19.7(b)

- (b) To forthwith support point and render weatherproof to reasonable standard the party walls referred to in preceding clause 19.7(a) if at any time the said party walls shall become exposed as exterior walls

19.8 AERIALS

- (i) Not to breach any of the requirements of the local planning authority regarding the erection and placing of aerials satellite receivers or similar apparatus on any part of the Property
- (ii) Subject to sub-paragraph (i) hereof not to erect or place any aerial satellite receiver or similar apparatus for the reception or transmission of TV radio or other signals on any front or principal elevations so as to be visible from the estate roads and/or which might cause interference with the reasonable enjoyment of the remainder of the Estate

19.9 LANDSCAPING

Not to damage or remove any tree or shrub which may have been planted or retained on the Property in accordance with any landscaping scheme approved by any Authority and to maintain such trees and shrubs in accordance with good husbandry practice and without prejudice to clause 19.3 not to plant within the front or rear gardens of the Property any trees shrubs or other vegetation exceeding 2m in height or likely to grow to a size exceeding 2m in height and which would interfere with the enjoyment of light to and outlook from neighbouring property