# Restrictive covenants for Secmaton Lane, Dawlish

1 Not to use the Property other than as Affordable Housing as defined in and pursuant to the provisions of the Section 106 Agreement insofar as such provisions remain subsisting and remain in effect

1 Not to erect any building greenhouse shed boundary wall hedge fence or other permanent or temporary structure on the Property (other than a small garden shed in the rear garden of each dwelling) without the prior written consent of the Transferor

2 Not within a period of 5 years from the date of the Transfer to make any structural external alterations or additions whatsoever to any dwelling and garage (if any) forming part of the Property nor to erect any buildings or structures whether of a permanent or temporary nature upon the Property except in accordance with plans previously submitted to and approved in writing by the Transferor (which approval the Transferor reserves the right to withhold) and to pay the reasonable and proper costs of the Transferor in connection with any such application, save that this shall not preclude a garden shed or greenhouse in the rear garden of any dwelling forming part of the Property having a floor area not exceeding 4.5 square metres

3 Not to use the Property or permit it to be used for the carrying on of any trade or business whatsoever nor for any purpose otherwise than as private dwellings nor to use any garage parking space or garden other than as ancillary to such purpose provided that office work at home which is not inconsistent with residential occupation shall be permitted (and for the avoidance of doubt the use of the Property as affordable housing shall not breach this covenant)

4 Not to do cause or permit or suffer to be done on the Property anything which may be or become a nuisance or annoyance or may cause damage to the Transferor or the owners or occupiers of adjoining premises nor to use the Property for any illegal or immoral purpose

5 Not at any time hereafter to erect any building or structure nor to plant any trees or shrubs on or over the Property within three metres measured horizontally from the centre line of any sewer laid under the Property or any adjoining part of the Estate nor to cause or allow any obstruction of access to such sewer by workmen and all necessary plant and equipment Provided that this shall not preclude the Transferee from erecting boundary fences which do not lie across manholes or ventilating shafts serving the said sewers

6 No fence hedge screen or wall (other than the wall of any approved building) exceeding the height of 2 metres shall be placed or erected or permitted to grow on any part of the Property and not to erect any fence or wall whatsoever on any part of the land in front of the Property

7 Not to do anything in or about or in the vicinity of the Property which shall or may be detrimental to the amenities and residential character of the neighbourhood and in particular:-

7.1 no washing or articles of clothing shall be hung out or permitted to be hung out of any window of any building for the time being erected on the Property nor shall the same be hung out or exposed other than on a washing line or drier situated in the rear garden of the Property and then at a height not exceeding 2.5 metres

7.2 no poultry or livestock other than the usual domestic pets shall be kept on the Property or any part thereof and which shall not in any event cause a nuisance or annoyance to any adjoining or neighbouring owner or occupier

7.3 no wireless or television poles or posts or aerials or satellite dishes or the like shall be allowed to be placed or erected on the front elevation of the Property or on any building thereon and not in any event within 2.5 metres of the main frontage to the dwellinghouse EXCEPT that this will not prevent such apparatus being fixed to the front elevation of any dwelling on the Property in an unobtrusive position if acceptable television signals are not otherwise receivable at that dwelling

7.4 no part of the land lying to the front of any dwelling on the Property shall be used for the storage of rubbish or building material (save in designated bin collection points on waste collection days)

7.5 not to use the land forming the front part of any dwelling on the Property other than as a garden and to keep such garden neat and tidy at all times

8 Not without the previous written consent of the Transferor to erect or display any notice nameplate board placard or advertisement in on or upon the Property (including that in connection with a sale of the Property whilst unsold properties on the Estate remain) other than nameplates and house numbers of a reasonable and customary size

9 No caravan house on wheels or other vehicle adapted or intended for use as a dwelling or sleeping place or commercial vehicle with a pay load capacity in excess of 800kgs or boat or trailer shall be erected made built or allowed to stand on the Property

10 Not to cause any obstruction of the Estate Roads Shared Areas and Common Items and not at any time to obstruct or interfere with any highway sight lines affecting the Property in any way whatsoever or to do anything whereby the Transferor may be prevented from complying with its obligations under any agreement with the Local Authority under the provisions of Section 38 of the Highways Act 1980

11 Not to make any representation or objection to any application or notice in respect of the stopping up diversion or adoption of any road on the Estate or any application to the planning authority for approval of detailed plans or reserved matters in respect of any part of the Estate PROVIDED THAT uninterrupted access to the Property is available at all times

12 Not to discharge into the Service Installations serving the Estate nor into the Management Company Drainage System any substance which may be harmful to the environment or to human health or corrosive or which may cause any damage to or obstruction or deposit in the conducting media forming the Service Installations and the Management Company Drainage System

13 Not to carry out on any repair or maintenance of motor vehicles on any part of the Estate (including the Property) except in any garage on the Property

14 Not to use any garage parking space or driveway forming part of the Property for any purpose other than for the parking of a fully taxed and MOT'd private motor vehicle or motorcycle or in relation to any garage forming part of the Property the keeping of items of a domestic or horticultural nature

15 Not to deposit refuse upon or otherwise exercise any rights which it may have over the Common Items in such manner so as to cause any nuisance or prejudice to the

Common Items or any part thereof or to prejudice or adversely affect the efficient and economic carrying out by the Management Company of any part of its management operations in respect thereof

16 Not to damage any part of the Common Items or any planting or woodland thereon or any living public art which may be located within the amenity areas forming part of the Common Items

17 Not to exercise any rights of access over the Common Items or any part thereof during a period where such rights may be suspended by the Management Company at its absolute discretion during the carrying out of any works or maintenance to the Common Items

18 Not to use the open areas of the Common Items other than on a pedestrian basis and for recreational use only

19 Not to allow any dogs on the Common Items unless they are on a lead at all times and not to allow dogs to foul any part of the Common Items

20 Not to use or permit or knowingly suffer to be used any Service Installation on the Property for any purpose that may:

20.1 endanger injure or damage the Service Installations or render access thereto more difficult or excessive

20.2 adversely affect the free flow and passage of water through the Service Installations

21 Not to use or permit or knowingly suffer to be used the Management Company Easement Strip or any adjoining or adjacent land of the Transferee for any purposes that may:

21.1 endanger injure or damage the Management Company Drainage System or render access thereto more difficult or expensive

21.2 adversely affect the quality of water or other matter therein or the free flow and passage thereof or means of communication along or through the same

22 Without prejudice to the generality of the foregoing:

22.1 not to erect construct or place within the Management Company Easement Strip any building wall or other structure or erection or any work of any kind whether permanent or temporary Provided Always that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily removable character or the parking of motor vehicles on the parking spaces within the Management Company Easement Strip

22.2 not to withdraw support from the Management Company Drainage System or from the Management Company Easement Strip nor alter the ground levels within the Management Company Easement Strip

22.3 not to plant or cause or permit to be planted any trees or shrubs in the Management Company Easement Strip

23 Not to remove block up or obstruct any bat or bird boxes or hedgehog passes which are located on the Property on the date hereof

24 Not to remove or relocate any trees on the Property planted pursuant to any landscaping scheme approved by the relevant local authority in connection with the Planning Permissions save that the removal or relocation of trees shall be permitted if they cause a danger to the owners and occupiers of the Property or any neighbouring property provided always that consent from the relevant local authority for such removal or relocation has been obtained

25 The restrictive covenants set out in The Sixth Schedule insofar as any part of the Protected Strip (as defined in The Sixth Schedule) falls within the boundary of the Property