



The Covenants, Rules and Regulations – some Helpful Extracts/Explanations

1. **Rule/Covenant Changes** - the legal obligations can only be changed if an appropriate resolution is made either at an Annual General meeting (AGM) (where amendments must be carried by three-fourths of the votes given) or at a Special General Meeting (SGM) where at least two thirds of the votes cast must be in favour of the change. Special General Meetings can be called at any time by the committee or if formally requested by at least 10% of the shareholders. An application to formalise any such arrangements must then be made to the Registrar as prescribed by Treasury Regulations. No amendments are valid until their registration has been approved.
2. **a) Basic Commitment**
Weymede should be maintained, “*substantially in the form laid out at the completion of the development*” and the society should not “*cause or permit any alteration to be made to the estate....*”
- b) Houses and Gardens**
 - i) “*Nothing shall be done that may alter the construction or external appearance of or damage the house or any other part of the estate whether by the erection of structures including any aerial.....*”.....(**Note:** this includes integral design features such as bin sheds, garden fencing, gates, colour and type of bricks used in walls, pointing styles and so on.)
 - ii) “*The owner shall keep the premises in good repair.....and maintain the walls and fences.....make good within three monthsany defect in repair or decoration for which the owner is responsible and the Society has given notice.*” (**Please Note:** this includes all masonry, doors, windows, barge-boards, fascias, garages and gates. Should the owner choose not to act upon a request of this nature made by the Society then the committee has the legal right to arrange for the work to be undertaken at the owner’s expense.)
- c) Vehicles/Cars** (see Appendix 5)
 - i) “*No vehicle standing higher at any point than 5 feet 6 inches...or bearing any sign or advertisement...shall be parked...within the estate...*”.
 - ii) “*No vehicle shall remain in a car park for longer than is reasonable having regard to the requirements of other persons...*”.
 - iii) “*Nothing shall be done...anywhere on the estate that may cause inconvenience or annoyance...or detriment to amenity...*”.
- d) Garages**
The owner shall
 - i) “*...keep the garage in tenantable repair*”,
 - ii) “*Not damage or make any alteration to the construction or appearance of the garage*”,
 - iii) “*Keep the Society...fully insured in respect of the premises... against loss or damage by fire and all other risks normally coverable under a...comprehensive insurance policy*”,
 - iv) “*Indemnify the Society against any sum expended in remedying any default or defect in repair or decoration for which the Owner is responsible*”.
- e) Use Restrictions for Houses**
 - i) “*The house shall not be used otherwise than as a private dwelling in one single or family occupation.*”
 - ii) “*.....the whole of the house may be let on a furnished tenancy for a period not exceeding three years in any period of four years.....*”.