



BUYING A WEYMEDE HOUSE

GENERAL ENQUIRIES: pr@weymede.co.uk

HOUSE SALES/PURCHASES: secretary@weymede.co.uk

A GUIDE FOR CONVEYANCERS AND HOUSE BUYERS





BUYING A WEYMEDE PROPERTY

1

PLEASE NOTE: Weymede and its committee is managed by resident volunteers. **All** of the information necessary for a house sale is contained within this pack. Supplementary requests/questions should be submitted to the Weymede secretary in good time and **NOT** as contracts are about to exchange.

FREQUENTLY ASKED QUESTIONS (FAQ'S)

Q: The freehold/Leasehold arrangements on Weymede suggest that there are restrictions to rights of access to householders. Please explain.

It is true that part of the freehold/leasehold arrangements that exist upon Weymede could suggest that access in certain areas could be restricted particularly front gardens under communal ownership. There are no access restrictions whatsoever to any part of Weymede property to Weymede owners.

Q: Please supply in date Land Registry title documents for the communal areas.

Weymede expect buyers to pay for and download land registry documents .

Q: The statement of accounts provided are unaudited. Please provide audited copies.

Weymede accounts are published unaudited in time for AGM each Q4 with the audited copies available the following Q2.

Important: *Weymede will not provide details of expenditure for incomplete financial years*

Q: Please supply a statement of charges for this current year.

Weymede will not provide details of expenditure for incomplete financial years

Q: What is the current level of service charge and commencement?

At the time of writing (January 2021) the Weymede maintenance charge is set at £89 per calendar month. Commencement of the service charge is from the 1st of the month following completion. The title holder at the first day of the month of the sale is responsible for paying the final monthly maintenance contribution before transfer of ownership.

Q: What plans are there to increase the maintenance charge?

The maintenance charge has not altered since 2010 where there was an increase of £5 to bring it to the present level. There are no immediate intentions to increase the maintenance charge.

Q: How is the maintenance charge paid?

The most common method of payment is monthly standing order. Conveyancing lawyers are expected to provide their clients with a copy of the form shown on the following page.

Q: Please supply a statement of the vendors maintenance charge account or payment receipts.

Weymede will not supply a statement of maintenance charge. In the highly unlikely event that a vendor brings his/her house to market in arrears this will be reported in the covering email to the buyers lawyer.

Q: Please supply a budget for expenditure and service charge levels for coming years.

Weymede set annual budgets at AGM in Q4. Budgets for future periods are therefore unavailable.

Q: Does Weymede provide a draft Deed of Covenant or do we have to supply a deed?

Weymede does not supply a draft deed and under the terms of the scheme the legal obligations therein are passed from vendor to purchaser upon completion.

Q: Please confirm the vendors are not in breach of covenants and that there are no pending actions.

In the highly unlikely event that a house in breach or with an as yet unresolved action against it comes to market this will be noted on the initial communication. The Weymede Residents Society cannot be held responsible for unnoticed or unreported contraventions of covenants. It is the purchasers responsibility to satisfy themselves in this regard.

Q: Are there charges made for providing information?

There are no charges made for information freely available in the House Purchaser Pack (This document) and the website. A £50 administration fee is levied for provision the of share certificate.

Q: Please supply a copy of the Share certificate.

Weymede do not supply copies of share certificates. Certificates are forwarded to the buyers lawyer following completion of sale and receipt by Weymede Residents Society of a £50 administration fee.

Q: Please supply copies of all tree preservation orders on Weymede land.

All trees on Weymede are subject to lpreservation order. Weymede do not supply copies of TPO's. Copies of TPO's should they be required can be obtained from local and High Court web resources.

Q: Please provide details of consent as to the replacement of original windows with UVPC or consent to replace old UVPC with new UVPC.

All information required as to the restrictions to replacements windows and doors can be found in the document "The Guide to Living on Weymede" bundled with this pack.

Q: Have all properties on the estate been enfranchised or are some still leasehold?

There are a handful of Weymede properties that remain leasehold.

Q: What Leasehold Enquiry Form should we send to you for completion?

*The correct document is form FME1. **Do Not Send** form LPE1*

Q: Are there major building works planned for the foreseeable future?

No although repair to paving, road and hard standing are ongoing.

Q: Please provide the names of the members of the Weymede Residents Society.

All Weymede house owners are members and shareholders of the Weymede Residents Society. The names of the appointed directors can be found on the website www.weymede.co.uk



WEYMEDE MAINTENANCE CHARGE - STANDING ORDER FORM

DATE:

TO THE MANAGER BANK:

BRANCH ADDRESS

.....

.....

.....

.....

FROM:

NAME ON ACCOUNT:

SORT CODE:

ACCOUNT NUMBER:

PLEASE PAY WEYMEDE RESIDENTS SOCIETY LIMITED.

BANK: LLOYDS BANK PLC

SORT CODE: 30-99-80

ACCOUNT: 02396703

THE SUM OF £89 EIGHTY NINE POUNDS ONLY.

On the first day of each month

This replaces any previous standing orders to the Weymede Residents Society.

A buyer of a Weymede house legally obliges themselves to pay a monthly maintenance charge. Whilst officially an owner should pay either annually or quarterly the vast majority decide to pay monthly by standing order.

If you are reading this as or acting on behalf of a potential buyer of Weymede property it is important to understand that when a Weymede house is sold the title holder at the first day of the month of the sale **is responsible for paying** the final monthly maintenance contribution before transfer of ownership.

NOTE: It is your responsibility as houseowner to to send this signed form to your bank. If you are aware that the bank will not process this Standing Order before your first payment is due, please send a cheque for the amount to the Treasurer at 51 Weymede. Please make cheques payable to **Weymede Residents Society**

SIGNED

SIGNED



BUYING A WEYMEDE PROPERTY

3

WEYMEDE - AN OVERVIEW

Weymede is a private housing estate of 141 houses situated in more than 15 acres of beautifully landscaped parkland leading to the secure, private riverbank area alongside the River Wey as it nears the end of its journey to join the Thames at Weybridge.

Weymede is one of a small number of estates designed by radical post war architect Eric Lyons CBE, PPRIBA, and built by the pioneering development company SPAN in the mid 1960's. The concept of Span developments is of homes set in groups within an informal parkland setting with the carefully planned landscape engendering an enhanced sense of belonging and community.

OWNERSHIP

Weymede has an unusual form of ownership basis where an individual house owner only has freehold title to land that the house, garage, and rear garden (front gardens in the case of houses 108 to 117) stands upon. The rest of the estate including about half a mile of private roadway, a lock-up garage and secure materials compound, a large walled garden compound, well over a mile of formal paths, numerous large mown grass open spaces and many hundreds of trees and shrubs is owned collectively by all Weymede house owners. The central access or "Spine" road is adopted and maintained by Surrey County Council with Thames Water assuming responsibility for the sewer running beneath the Spine road and the water supply pipe running over the river Wey at our northern boundary.

This mix of freehold and sharehold often leads to questions or confusion from conveyancing lawyers over the right of access to front doors over land that the individual does not specifically own. Whilst there are rules to be observed on commonly owned land there are absolutely no access restrictions anywhere on the common areas of Weymede.

There remain a very small number of Weymede households under the leasehold tenure an echo of the tenure of the entire estate before 1974. This prompts conveyancing lawyers to request further information. They are advised that the correct form to submit is **Leasehold Enquiry form FME1**.

THE WEYMEDE RESIDENTS SOCIETY LTD. (THE SOCIETY)

The Weymede Residents Society Ltd. hereafter referred to as The Society, is the company that actually owns the shared land and facilities described above. The Society is itself owned collectively by Weymede householders who, by purchasing a property on Weymede, legally oblige themselves to become a shareholder and therefore member. A further legal obligation of any member of The Society (and his/her tenants) is to observe and abide by the terms of the regulations and restrictions described in the Scheme of Management hereafter described as "The Scheme".

THE SCHEME OF MANAGEMENT

The Scheme is a legal document prepared for and adopted by a number of SPAN estates under the terms of the Leasehold Reform Act of 1964, amended and registered with the High Court in 1974. Its purpose is to enshrine in law the obligations of and the regulations applying to The Society. A copy of the scheme is available on the Weymede website: www.weymede.co.uk and is provided as part of the bundle of documents provided to a buyer's solicitor.

It is crucial that existing and potential owners of homes on Weymede understand that The Scheme exists to preserve and protect the unique environment found at Weymede and what these obligations and restrictions will mean for them. Weymede may not be for everyone and individuals not willing to recognise and abide by the rules may wish to reconsider moving here. Throughout this document text quoted directly from the Scheme of Management is shown "*in italics*."

MANAGEMENT AND FINANCE

Management of the estate is the responsibility of The Society (in other words: All of us) who are required to run Weymede in accordance with the terms of the Scheme and must take whatever measures necessary to enforce compliance by its members if infringements and violations take place.

Each year at the Annual General Meeting The Society, in accordance with legal obligations, elect a committee of residents to become directors of The Society. The offices consist of Chair, Secretary and Treasurer with other members covering areas such as gardens, painting and general maintenance. For the current list of committee posts see www.weymede.co.uk.

The Society mandates the committee to assume responsibility for the day-to-day management of Weymede with specific responsibilities for controlling finances and ensuring that The Society's obligations are carried out effectively, efficiently and in the interests of all the members. It must be stressed that the committee exists solely to manage the affairs of Weymede as described in The Scheme. Issues arising outside of these terms are just that and the committee should not be expected or called upon to intervene.

THE SERVICE CHARGE

All Weymede householders pay a service charge to The Society, in accordance with the Scheme. "*The (property) Owner shall pay The Society by equal instalments in advance on the usual quarter days a yearly sum to be determined by The Society...*" in other words pay every three months. Most residents however pay one twelfth of the annual amount monthly by standing order.

The service charge is fixed annually and advised at The Society's AGM held in November each year. The current service charge amount at the time of writing is £89 per calendar month. The charge is subject to periodic increase but management of their own environment by volunteer residents has ensured the same charge level for 10 years. The preferred method of payment is by Standing Order. (Note: The Society has no involvement or responsibilities in respect of the ground rent payments of Leaseholders).

The Scheme provides for The Society to act upon service charge payment default "*In the event of any shareholder failing to pay the maintenance charge, The Society can enforce payment by taking proceedings to recover the sum owed as a debt.....*" After written reminders this is usually a simple referral of the outstanding amount to a specialist debt collection agency.



THE SCHEME OF MANAGEMENT - TRANSLATING THE LEGALESE

1: THE SCHEME

Made pursuant to Section 19 of the Leasehold Reform Act 1967 for the management of the Weymede Estate, Parvis Road, Byfleet, Surrey.

Clause 1. The expression "this Scheme" includes the Schedule to this Scheme.

The "Scheme" is basically a set of legal statements that set out how Weymede is managed. It is formed of 2 parts: this, the "Scheme" which you are wading through now and the "Schedule" which starts on the next page. To read legal documents without layman's interruptions see document "Legal_docs.pdf".

Clause 2. In this Scheme:

(a) "the plan" means the plan annexed to this scheme.

The plan is simply a map of Weymede and bundled in the Weymede Buyers Pack folder you received. (File "Weymede_plan.jpeg")

(b) "the estate" means the land situate at Weymede Estate, Parvis Road, Byfleet, Surrey, as shown edged red on the plan and includes buildings and all other things at any material time annexed to the land or forming part of it.

(c) "the grounds" means all parts of the estate not forming part of any house, garage or curtilage of a house and the land shown coloured in brown on the plan.

Curtilage is "the enclosed space of ground and buildings immediately surrounding a dwelling-house". Weymede is part freehold part leasehold. The freehold part will usually mean the house and it's enclosing back garden and a garage (if that's included in the sale) along with the land the garage sits upon. Everything else on the estate is owned by the Weymede Residents Society the owner of which are the shareholders of Weymede ie: the 141 householders who are all issued with a share when they purchase a Weymede house. So in short, a Weymede owner owns as "title absolute" the house, back garden and the garage if applicable. He/She also owns a 141st share of all the rest of Weymede.

(d) "the landlord for the time being" means SRL Investments Ltd. whose registered office is at 17/18 Dryden Court, Parkley, Ham Common, Richmond, Surrey and (where the context admits) includes the agents of the landlord for the time being.

The term "landlord for the time being" is redundant as freehold title to the communal areas of Weymede is owned by the Weymede Residents Society which itself is owned equally by the 141 Weymede property owners.

(e) "enfranchised property" means any property comprised in the estate of which the freehold interest shall have been acquired from the landlord for the time being or the successors in title of the landlord for the time being to that freehold interest (whether or not acquired pursuant to the Leasehold Reform Act 1967 and whether or not the persons so acquiring the freehold interest shall have been entitled to a leasehold interest in such property) other than the parts of the estate used in common by the occupiers thereof and "enfranchised properties" shall have a corresponding meaning.

"enfranchised property" put very simply is any house on Weymede with a freehold status.

(f) "the owner" means a person or persons from time to time entitled to the freehold interest in an enfranchised property including (where the context so admits) any person interested in such enfranchised property through or under him or occupying the same or any part thereof.

A long winded legal way of saying the owner of the house.

(g) "the house" means any house situated on enfranchised property "the garage" means any garage situated on enfranchised property (including the land on which the garage is erected) and "the premises" means the house and the plot of land on part of which the house is erected.

(h) "the Society" means "Weymede Residents' Society Ltd. a society registered under the Industrial and Provident Societies Act 1893 whose registered office is situate at 78 High Road, Byfleet, Surrey.

The Weymede Residents Society (as mentioned above) is the company that owns those parts of Weymede outside of the houses, back gardens and garages. It's owners are the 141 Weymede house owners and it is managed by volunteer directors, all residents, who are voted into office each year at an annual general meeting. The registered address for the Society changed in 1997. A copy of the register is bundled with this House Buyers Pack.

(i) "the operative date" means the date of the registration of this scheme as a local land charge.

The "operative date" means the date of the registration of this scheme as a local land charge making the scheme operative in law. As the last "operative date" was back in 1998 this clause is largely irrelevant to a normal person seeking to buy a Weymede house.

(j) Any reference to a provision clause or schedule without reference to the document of which it forms part is a reference to the provision clause or schedule contained in this Scheme.

Standard "catch me all" legal clause. If a reference is made to a clause without making mention of the "Scheme" or "Schedule" it is assumed that such a reference is a reference to all or part of either document.

Clause 3. Within 7 days of this scheme of the date of entry of an Order of the High Court of Justice approving this Scheme the landlord for the time being shall:

(1) register this Scheme as a local land charge and:

(2) immediately after such a registration execute a Deed in the form of exhibit "JSD" to the affidavit sworn herein by Jennifer Susan Lincoln on the 15th day of November 1973 to which this Scheme is exhibit "JSL" transferring all of the powers and rights conferred by this scheme on the landlord for the time being to the Society.

Legal language describing a contract to transfer management powers from one party to another. This has happened on more than one occasion. Deeds attesting to this process are bundled with this House Buyers Pack. They all describe a transfer of powers to the Weymede Residents Society.



THE SCHEME OF MANAGEMENT - CONTINUED..

Clause 4. *As from the operative date:*

(1) the owner of enfranchised property shall be bound by the obligations imposed on him by this scheme in the manner indicated by paragraph (a) of subsection (10) of section 19 of the Leasehold Reform Act (1967)

This bit is crucially important as it describes that anyone buying a Weymede property obliges themselves in law to abide by the rules set out in the Scheme of Management and simplified below.

(2) the said obligations shall be enforceable by the landlord for the time being in the manner indicated in the said paragraph (a) and the landlord for the time being shall have the charge and the powers and remedies

Grants the “landlord for the time being” ie the Weymede Residents Society the power to enforce the restrictions that buyers of Weymede property oblige themselves to observe and obey.

(3) on execution of the deed referred to in Clause 3 (2) above the expression “the landlord for the time being” in subsection (10) of the said section and in paragraph (2) of this clause 4 shall (pursuant to sub section (7) of the said section 19) have effect as a reference to the society and all the powers and rights conferred by this Scheme on the landlord for the time being shall accordingly be transferred to and become exercisable by the society.

Enshrines in law the powers of management of the estate and it’s enforcement to the Weymede Residents Society.

Clause 5. *the provisions of this scheme shall extend and apply to all enfranchised properties.*

Applies to all 141 houses on the Weymede estate

Clause 6. *this scheme may at any time be terminated and may from time to time be varied in whole or in part by the High Court upon an application made by (a) the Society or (b) by or on behalf of not less than 20 percent of the owners of enfranchised property or 4 such owners whichever is the greater.*

Ensures that changes to legal arrangements cannot be driven by a small vocal minority of residents.

THE SCHEDULE.

A “Schedule” in a legal context can be seen as the container where the specific agreements between parties to the contract are elaborated. Anyone buying a Weymede property obliges themselves in law to observe and conform to the measures described within the Schedule.

THE SCHEDULE. PART 1

Owner’s obligations as to the house and premises (ie: Your obligations to Weymede)

Clause 1. *The owner shall:*

(1) Pay all rates (including water rates) taxes charges and other outgoings whatever at any time payable in respect of the premises.

Pretty self explanatory, owners of Weymede houses pay their own rateable charges relating to their house only. (Council tax, utilities etc.) Costs for care of the shared grounds are met from funds raised from the maintenance charge paid by all Weymede households every month.

(2) Keep the premises in good tenantable repair and in particular forthwith with a glass of the same type is that originally fixed or of a type approved by the Society and maintained the walls and fences shown on the plan by a “T” Mark on the inside of the premises.

The comments about glass type have largely been superseded by developments over replacement windows and doors in uVPC a subject that is detailed at length in the “Guide to Weymede. To avoid any confusion there are “T” marks on the map of Weymede bundled in this House Buyers Pack that indicates clearly who is responsible for what fence or wall.

(3) Within six months after any failure by the Society in the observance of the provisions of sub clause (2) of clause 3 of this schedule perform in place of the society any of the obligations set out in that sub-clause remaining unperformed. Unless the failure has been remedied by the Society and the cost of performing any such obligations may be deducted.

Tough on the owner here but highly unlikely as Weymede has a 50 year unbroken line of resident management behind it. The outside of houses have never not been painted nor have the grounds ever been neglected. Weymede is looked after by its residents who are proud of where they live.

(4) Make good within three months or sooner if necessary any default or defect in repair or decoration for which the owner is responsible and of which the society has given notice in writing.

It is more important to understand this clause than the previous as it feeds into a future clause that permits the Weymede Residents Society to carry out work required on a property as a result of neglect by the owner. The costs for the work can then be charged back to the owner. Thankfully house owners are usually proud of their homes and maintain them so this is a clause that has never been exercised.

(5) Keep the society and the owner fully insured in respect of the premises with that company approved by the society against loss or damage by fire and all other risks normally coverable under a property owners comprehensive insurance policy and forthwith make good any such loss or damage.

All responsible homeowners insure their homes and the Society does not dictate an insurance provider. This clause could be used to charge back to an owner negligent in provide adequate insurance the cost of rebuilding or indeed repair to a a building.



THE SCHEDULE PART 1 – CONTINUED..

(6) Indemnify the society against any sum extended in remedying any default or defect in repair or decoration for which the owner is responsible.

More of an extension of clause 4. A Weymede house owner agrees to compensate the Weymede Residents Society for any cost or loss as a result of the owners neglect with regard to the house.

(7) (a) Not transfer or assure any interest in the premises (i) other than the whole of the fee simple in the whole of the premises (ii) otherwise than to a person who at the same time requires the owners share in the society (iii) without at the same time assigning to that person the benefit of the covenants set out in part 3 of this schedule.

(b) Not create any tenancy or other occupancy of the house or any part of the house. Provided that the whole of the house maybe let on a furnished tenancy for a period not exceeding three years in any period of four years all such further period as may be approved by the society.

And provided also that's the owner may create a demise by way of mortgage or charge.

(c) Within two months of any transfer or devolution of the owners interests in the premises give notice of it in writing to the society and pay a fee of 2 Guineas (£2.10) to the society for the registration of the notice.

“Fee simple” or “Fee simple absolute” are antiquated legal terms describing a type of freehold title to land free of any other claim and which can be passed by will or inheritance.

Sub clause (a) provides that a Weymede property must be sold or passed as a whole and that the obligations to observe the restrictions and rules described above and below are legally passed over to the new owner upon the sale.

A Weymede owner may not sell part of his or her property.

Sub clause (b) was written initially to ensure that Span estates such as Weymede were occupied by their owners thereby instilling an enhanced sense of community. The relevance today is if you are considering buying a Weymede property for the sole purpose of rental income this clause will wreck your plan.

Sub clause (c) is now largely irrelevant as the fee for the transfer of a Weymede property and share certificate is built into the house sale process.

(8) Observe the regulations set out in part five and cause them to be observed by all persons authorised by the owner expressly or by implication to be on the estate.

(8) Part 5 of this Scheme deals with the restrictions (referred to as covenants) in force on the Weymede estate and described in greater detail above and below. This clause obliges any Weymede owner or their guests on the estate to conform to the covenants.

These restrictions are detailed and simplified below.

(9) Pay the society by equal instalments in advance on the usual quarter days a yearly sum to be determined by the society in accordance with its rules.

The “sum to be determined” is the maintenance charge which at the time of writing (January 2021) is set at £89 per month per house. These are the funds that pay for the upkeep, repair and development of Weymede’s grounds and the reason why most are attracted to Weymede in the first place. If you buy a house on Weymede you legally oblige yourself to pay this maintenance charge and systems exist to enforce payment should any owner default. Whilst officially an owner should pay either annually or quarterly the vast majority decide to pay monthly by standing order. There is a standing order form on page 2 of this document. If you are acting on behalf of a buyer please ensure a copy of this is sent to him/her.

If you are reading this as or acting on behalf of a potential buyer of Weymede property it is important to understand that when a Weymede house is sold the **title holder at the first day of the month of the sale is responsible for paying** the final monthly maintenance contribution before transfer of ownership.

(10) forthwith upon any transfer of the owners share in the society launch the transfer with the Society for registration.

(10) When you buy a Weymede property you, (in exchange for an administration fee currently £50) are issued with a certificate attesting to your share in the ownership of the Weymede Residents Society. Transfer of this share certificate is part of the standard procedure around a Weymede house sale. See page 9.



THE SCHEDULE. PART 2

Owner's obligations as to the garage (ie: Your obligations to Weymede)

2. The owner shall:

- (1) Pay all rates taxes and charges and other outgoings payable in respect of the garage
- (2) keep at the garage in tenantable repair
- (3) in 1976 and subsequently in every third year permit the society to decorate the exterior of the garage in accordance with the terms of its agreement under clause 4 of this schedule and on any default the society perform the work in its stead.
- (4) Indemnify the society against any sum expended in remedying any default or defect in repair or decoration for which the owner is responsible
- (5) keep the society and the owner fully insured in respect of the garage against loss or damage by fire and all other risks normally coverable under the property owners comprehensive insurance policy. And forthwith make good any such loss or damage
- (6) keep the garage doors closed except when it opened for the purpose of access
- (7) not damage or save as aforesaid make any alteration to the construction or appearance of the garage.
- (8) not to transfer the garage otherwise than to a member of the society also a person who at the same time acquires the owners share in the society.
- (9) within two months of any transfer or devolution of the owners interested in the garage give notice of it in writing to the society and pay a fee of Two Guineas (£2.10) to the owner for the registration of the notice.

Much of this is described in part 1 above but there are a couple of points to note carefully:
 Sub clause (3) Each year Weymede paints the exterior of one third of all of the houses and garages. The painting cycle is described in greater detail within the "Guide to Weymede" bundled with this seller's pack.
 Sub clause (8) must be noted as only Weymede shareholders ie: owners of Weymede property can own a Weymede garage. If you are representing a potential Weymede owner or are considering buying yourself please be clear as to the title of any garage.

THE SCHEDULE. PART 3

The Society's obligations as to the house and premises. (ie: Weymede's obligations to you)

3. The society shall:

- (1) Cause the outside of all windows on the estate to be cleaned once a month.

Glass to the exterior to all the windows and doors on Weymede (with the exception of the fan lights at the very top of the building) are cleaned once a month. The cost is borne out of the maintenance contribution each house pays monthly. Cleaning of interiors of windows/doors is the responsibility of the house owner.

- (2) (a) in 1974 and subsequently in every third year in the case of houses numbered 53 to 91 (inclusive) and (b) in 1975 and subsequently in every third year in the case of houses numbered 16 to 52 (Inclusive) and (c) in 1976 and subsequently in every third year in the case of houses numbered 1 to 15 (inclusive) and 92 to 141 (Inclusive)

Wash stop and paint with three coats our first quality proprietary paint or otherwise cover with an appropriate decorative finish the surface of all parts of the exterior of the house originally or usually so covered so that the colours and materials use it shall be the same as those originally Applied or as approved by the society in general meeting.

The Weymede painting cycle has been described above and is laid out in greater detail in the document "Guide to Weymede" bundled with this House Buyers Pack".

- (3) keep in good structural and decorative repair and clean condition and replace whenever necessary all structures and other things forming part of the estate and not liable to be repaired by any owner or leaseholder.

The householder is responsible for the maintenance and repair of everything in and around his/her house, garden and garage but anything away from this freehold area is the responsibility of the Weymede Residents Society with repairs and maintenance funded via the residents maintenance charge contributions. So, and for example, if a wall not connected to any house (please remember the "T" marks on the map of Weymede) falls over it is the Society that organises and pays for it's repair.

- (4) keep the grounds in good order and properly lighted and in particular renew whenever necessary all parts of walls and fences not liable to be maintained by any owner and all shrubs and other plants with replacements of the same type as those originally provided or of a type approved by the society in general meeting and prevent trees from becoming a nuisance or danger.

Weymede's landscaped grounds are without doubt the finest feature of the estate. Whilst this clause feeds into the last it specifies that it is the responsibility of the Society to maintain the grounds to the same visual appearance as when the estate was first built including planting and lighting. The largest Weymede annual budgets are maintenance and gardening including the maintenance of trees. Recent years and with increased concern for wildlife has seen a shift in estate planting policy towards those plants and shrubs conducive to the propagation of pollinating insects.



THE SCHEDULE. PART 3 CONTINUED

(5) maintain the estate substantially in the form in which it is now laid out and save as aforesaid not without the consent of the society given in general meeting cause or permit any alteration to be made to the estate whether by erection of structures for otherwise.

This is an important clause as just as a Weymede owner is legally obliged to observe and obey the regulations (covenants) in force on Weymede, the Weymede management team are also legally obliged to act upon infringements of those restrictions. What you can and cannot do is detailed in the "Guide to Weymede" but, and for example, any Weymede owner that installs a visible TV aerial, erects a conservatory/lean to or replaces windows or doors in a non conforming format will find that the Weymede management team have no choice but to ensure that the infringement is removed/replaced.

(6) make good within three months or sooner if necessary and defaults or defect in repair or decoration for which the society is responsible and of which not less than 20 percent of the owners and leaseholders given notice in writing.

Weymede has never had an inefficient management team but this clause could be evoked if that were ever to occur.

(7) keep the society and each of its members insured against all liability arising out of any claim made in respect of injury to persons or property (whether on the estates or adjacent land) resulting from the condition of anything forming part of the estate at any material time (including all roots of trees) or from the negligence of any person employed by the society.

(8) produce whenever reasonably required to the owner the policies of insurance and proper evidence of the payment of the current premiums in respect of any insurance agreed to be effected by the society

Weymede maintains public liability insurance and any contractor employed by Weymede is checked to ensure that adequate liability insurance is held. The current insurance certificate is bundled with this House Buyers Pack.

(9) indemnify the owner against any sum expended in payment of any road charges payable in respect of the premises.

Weymede is a private estate but the access road leading into it and essentially dividing the estate in two is adopted by the local council. Upkeep of this "spine road" is therefore the responsibility of the local council but roadways connected to the spine road and parking stands are the responsibility of the Society and repairs/maintenance are funded via the monthly maintenance charge contributions that all Weymede households are obliged to make.

(10) not withhold membership of the society from the owner.

The Weymede Residents Society cannot prevent any owner from becoming a member of the society but please be aware that the issue of a share certificate which certifies an owner as a member cannot take place until the incoming owner has paid a £50 administration fee. In addition should any Weymede shareholder (owner) be in arrears with their maintenance payment they will be prevented from voting at any annual or special general meeting.

THE SCHEDULE. PART 4

The Society's obligations as to the garage (ie: Weymede's obligations to you)

4. the society shall:

(a) in 1974 and subsequently in every third year in the case of garages numbered 46 to 93 (inclusive) and (b) in 1975 and subsequently in every third year in the case of garages numbered 10 to 45 (Inclusive) and (c) in 1976 and subsequently in every third year in the case of houses numbered 1 to 9 (inclusive) and 94 to 148 (Inclusive)

Wash stop and paint with three coats our first quality proprietary paint or otherwise cover with an appropriate decorative finish the exterior parts of the garage so that the colours and materials used shall be the same as those originally applied or as approved by the society in general meeting.

This has been adequately explained in part 3 above.

THE SCHEDULE. PART 5 - REGULATIONS

The previous section dealt with the mutual obligations to which the house owner and Society oblige themselves in law. Schedule part 5 deals specifically with the rules in force on the estate most commonly described as the "Covenants. **It is critical that a Weymede house owner be aware of this section.** Ignorance of the rules cannot and will not be accepted as mitigating circumstances.

Clause 5 (1) nothing shall be done or omitted to be done anywhere on the estate that may cause inconvenience or annoyance to any resident on the estate or detriment to amenity and the generality of this regulation shall not be restricted by any other regulation.

This broad clause essentially protects residents from any unreasonable actions by another. An example could be parking a car across someone else's garage preventing access but there could be many more.

Clause 5 (2). Nothing shall be done in the contravention of any bye-laws that may be made from time to time by the society with regard to the use of the grounds.

The Weymede management committee can, should an issue arise, propose a bye law for popular vote at an Annual or Special General Meeting. Once passed a Weymede bye law becomes enshrined within the covenants (legal restrictions) and must be observed by all residents. Bye laws are very rare the last being years ago preventing ball games on Weymede grounds.



THE SCHEDULE. PART 5 CONTINUED

Clause 5 (3). *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) or otherwise Provided that an aerial maybe erected in a position approved by the society.*

Possibly the most critical of the restrictions created to preserve the appearance of the estate. Contraventions of this clause will be immediately challenged by the Weymede management committee. Put simply: a Weymede owner may do what they wish within the interior confines of their house and garden but may not change in any form any part of the exterior of the house or walls attached to it without written permission from the Weymede management committee. Examples of this range from a lean to or conservatory through to any form of exterior aerial, satellite dish or wiring visible on the exterior of a house.

Clause 5 (4). *No vehicle shall be ridden all driven on any part of the estate other than the roads and car parks.*

Self explanatory but Weymede will not tolerate any vehicle being driven or ridden on shared grounds.

Clause 5 (5). *No vehicle shall be parked within the state otherwise than in a garage or car park.*

Self explanatory again but Weymede has delicate grass verges bordered by granite setts. Cars will not be allowed to park on verges.

Clause 5 (6). *No vehicle shall remain in a carpark for longer than is reasonable having regard to the requirements of other persons nor shall a vehicle remain so parked overnight unless the private car of a temporary visitor to the estate.*

Parking is at a premium on the estate so cars left in the same spot for weeks or months on end will be considered unused and will be dealt with using this clause. Likewise, if a car is spotted using the estate as a free car park it will be removed citing this clause.

Clause 5 (7). *No vehicle (whether powered or a trailer) standing higher at any point in 5'6" above ground or bearing any sign or advertisement of any sort shall be parked on any road or car park within the estate except for the purpose of loading and unloading.*

It is critical that inbound purchasers of Weymede property be made aware of this clause either by reading it themselves or explained by their conveyancing lawyers. Weymede has parking for private vehicles only. Injunctions to prevent vehicles above the height limit, sign written or with any other form of permanent decal will be sought should an owner of such a vehicle ignore warnings from the management committee.

Clause 5 (8). *no sign or advertisement of any sort shall be displayed anywhere on the estate except that the name of the owner (without any description of the owner's profession for business) may be displayed at the entrance to the house in style approved by the society*

Self explanatory. Weymede is a residential area and whilst home workers and small business may exist on the estate no advertising is permitted on Weymede. This clause also neatly prevents Weymede being littered with estate agent "For Sale" boards.

Clause 5 (9). *No washing shall be hung out on any Saturday Sunday or public holiday nor on any other day after 4 PM or at a height of greater than 6 feet above ground or at any time otherwise than within the area shown shaded on the plan.*

This restriction was clearly written for earlier and more observant era and in recognition of this the rule was rescinded by popular vote at the 1988 Annual General Meeting.

Clause 5 (10). *No wireless or other electrical reproducer shall be played in the house or garage in such a manner as to disturb any person (whether through failure to confine the sound or for any other reason) nor at a time in the garden or any part of the estate outside the house or garage nor shall undue disturbance be caused by singing or the playing musical instruments.*

This is more about being neighbourly than obeying a rule. Nowadays noisy neighbours are likely to be dealt with by the noise abatement division of the local council rather than the Weymede management. The Weymede management exists to protect residents interests and would take whatever necessary legal action should a significant noise issue arise.

Clause 5 (11). *no person of drunken or immoral habits shall reside in the house.*

Another clause that may be rooted in the legal past and whilst you can be assured that wine and other fine beverages are most definitely allowed on Weymede this clause provides for a least some protection to residents against consistent unreasonable drunken or lewd behaviour.

Clause 5 (12). *The house shall not be used otherwise than as a private dwelling in one single or family occupation.*

This clause is clear although some clarification is necessary to reflect life in the 21st Century. "Private dwelling" and "single" or "family" occupation is obvious. Weymede houses are for families, if, and as an example, a house is used as student accomodation action will be taken against the owner citing this clause.

There are numerous Weymede houses that are used as a base to run a small business. Today this rule will be used to prevent obvious trading from a Weymede address. Examples could be selling used cars, advertising services or wares from the address or having excessive collection/deliveries outside of what can be expected under a normal family home delivery regime.



THE SCHEDULE. PART 6

Expenses and general

6. The owner shall pay to the society all costs charges and expenses (including legal costs and fees payable to a surveyor) incurred by the society by reason of any default of the owner in complying with the terms of the Scheme in connection with any acts or things required or reasonably to be done by the society by virtue of this scheme specifically in relation to the enfranchised property and in particular shall pay all expenses (including such costs and fees) of and incidental to the inspection of the enfranchised property or any part thereof the drawing up of schedules of dilapidation and notices and any inspection to ascertain whether any notice has been complied with.

In the case of an owner negligent in his/her obligations to observe the regulations the Weymede Residents Society can reclaim all costs relating to rectifying the issue arising out of that neglect.

7. For the avoidance of doubt it is declared that all work agreed to be performed in this schedule shall be performed in a workmanlike manner.

Weymede's maintenance history supports this claim.

8. any demand for payment notice or other document shall be sufficiently given if sent by registered letter or by recorded delivery addressed by name to the person to be served at the last known place of abode or business of that person (and not returned through the post office undelivered) or if left at that place and any such document sent in this manner shall be assumed to have been delivered in the usual course of the post.

This will most likely apply if any Weymede resident falls into arrears with his or her maintenance contribution payments. Weymede employs a 3 recorded letter system for arrears collection: initial, reminder and final warning. This clause ensures that a debtor cannot hide behind the excuse of not receiving the communications. If all 3 letters are ignored the matter is passed immediately to a firm of debt collectors.

THE SCHEDULE. ENFORCEMENT

9. any sums which shall have become payable by the owner to the society under any of the provisions of this scheme and which shall remain unpaid for 21 days after the same shall have become due shall be recoverable by action as ordinary civil debts and shall also be charged on the enfranchised property and for the purpose of enforcing such charge (hereinafter called a "Scheme Charge") the landlord for the time being shall have the same powers and remedies under the law of property act 1925 as if it were a mortgagee by deed having powers of sale and leasing and of appointing a receiver provided that whenever money is advanced (Whether or not by further advance) or re-advanced on the security of the estate or interest of the owner of enfranchised property any charge securing such an advance or re-advance shall take effect in priority to the Scheme Charge in question.

This clause provides the Society with the means to recover debt howsoever caused by the placement of a legal "charge" over the property. (in simple terms a guarantee that the amount of debt owed to the Society is paid from the proceeds of a house when it is sold). It also allows in certain circumstances for the Society to act as "mortgagee". In other words and in albeit highly unlikely and extreme circumstances the Society could instigate the sale of a Weymede property. It is worth repeating that the circumstances whereby either event described above would become reality are not likely to occur. **If this clause concerns you please question your lawyer.**

WEYMEDE SHARE CERTIFICATE - PROCEDURE

The share certificate certifies that a Weymede house owner is a member and shareholder of the Weymede Residents Society. Without it the owner is not technically a shareholder of the jointly owned land and assets of the Society. Without the certificate a house owner cannot vote at any annual, special or extraordinary general meetings therefore having no say or influence on how the estate is run.

A seller of a Weymede House is encouraged to inform the Secretary at the point of raising the property to market along with the purchasers details when known. the secretary has a pivotal role in connecting buyers and layers with the information required to navigate a smooth sale.

A link to download the Buyers Pack is sent to layers for both the vendor and purchaser along with an invoice for a £50 administration fee for generating and issuing the share certificate to the new owner. Lawyers from the seller or buyer side can request the share certificate.

FSA form TR1 should be sent the secretary along with Leasehold Enquiry form FME1 and the sellers share certificate. Once the £50 fee has been remitted he Weymede secretary writes out the new share certificate and sends a copy to the new owner with the original being sent to the buyers conveyancer with a covering letter confirming entry of the new owners details into the Society ledger.