

GENERAL ENQUIRIES: pr@weymede.co.uk
HOUSE SALES/PURCHASES: secretary@weymede.co.uk
CHAIR: chairman@weymede.co.uk

MAINTENANCE ISSUES: maintenance@weymede.co.uk

GARDENING: gardening@weymede.co.uk

THE GUIDE TO LIVING ON WEYMEDE





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 it's 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.

For further information on the original SPAN design and execution team see: www.weymede.co.uk

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

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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 £100 per calendar month. The charge was varied at the November 2021 AGM and no further increases are anticipated for 3 years after that date. 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.



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MINIMUM COMMITTEE REQUIREMENT.

Should there be insufficient numbers of volunteers to make the management team viable the Weymede shareholders are required by law to appoint commercial land agents to assume the formal management scheme. This will almost certainly prove disastrous with monthly contributions rising substantially and lengthening reaction times to issues arising around the estate. Management by resident volunteer as opposed to corporate is by definition more efficient and great effort is expended in the lead up to the AGM to ensure that volunteer management continues uninterrupted. Poor management will affect us all in the short term and via the values and saleability of our properties. All owner residents of Weymede are encouraged at the least to enquire as to what working on behalf of the community entails.

THE COVENANTS AND THE RULES

The limitations and obligations within the Scheme are intended to make living on Weymede as pleasant as possible for present and future owners and to preserve the original design ethos of those who proposed and built the estate. It is the function of a buyer's solicitor to explain and advise their clients with regard to specific legal details but this section explains in layman's terms the rules and restrictions as applicable to today and those for which the committee are mandated to vigorously enforce. This list is not exhaustive and in no way nullifies clauses of The Scheme not mentioned.

ALTERATION TO THE SCHEME OF MANAGEMENT.

The legal obligations referred to within The Scheme can only be changed if an appropriate resolution is made either at an Annual General meeting (AGM) where amendments must be carried by three quarters 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.

ALTERATION TO BUILDINGS, STRUCTURES AND PUBLIC AREAS.

There is a restrictive lease covering all Weymede properties regardless of whether or not a house is leasehold or freehold. An important feature of this is the prohibition of any change to the construction or appearance of the houses, garages and common areas including front gardens. Residents of Weymede must not assume therefore an automatic right to redesign external elements of their properties just because they own them and nor can they replace existing features, such as fencing and walls, with types or styles not prescribed within this document. 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...

Exceptions to the above can only be allowed or introduced by the formal agreement of householders through a set legal procedure (See above). For example, as a result of a referendum held in 1990, The Society now permits the replacement of wooden windows and doors to match the originals with UPVC on the condition that only authorised profiles, materials and colours are used as described below. Failure to use specified styles and materials could render the householder liable for violation of the lease agreement, leading to enforcement action which could be very expensive, so it pays to make sure that changes conform to the correct specifications. See below.

"...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....." This clause essentially means that nothing can be built or constructed that will change the external appearance of a Weymede property. This includes preserving those bin sheds that remain, prohibition of external structures such as conservatories and lean-to's and ensuring that the rebuilding of dilapidated walls and fences use prescribed materials listed below.

The clause above is highly specific *"erection of structures including any aerial or otherwise....."* this includes satellite dishes. A weymede household may not install any form of aerial or satellite dish to the exterior of the house and if they do so a request from the Society will be made for it's immediate removal. Failure to do so will result in legal action be taken against to enforce compliance.

TELEVISION SIGNAL AND BROADBAND.

Terrestrial TV signal or Freeview via a traditional aerial is therefore impossible on Weymede. Virgin Media exclusively own and supply super fast fibre broadband to the edge of the estate and, in exchange for their fees, can provide all of the media services that any household would ever want. Any of the other media suppliers including but not limited to BT can supply a Weymede house with broadband and TV signal but via traditional copper connections which has a reductive affect on overall speed.

A popular option with Weymede residents is to install a satellite dish below the top level of garden walls or fences where they cannot be seen from the street. The dish can then capture Freesat TV stations releasing the user from obligations to pay Virgin for normal and freely available channels. This depends upon the position of the wall being in line of sight of an appropriate satellite. For more information and to pose specific questions email pr@weymede.co.uk.

THE OBLIGATION TO MAINTAIN A WEYMEDE HOUSE.

"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." All responsible owners keep their property in good repair and maintenance not included within the service charge is usually identified and performed during the painting cycle (See Below). The Society reserves the right under this clause to demand that the condition of any Weymede property be brought to standard and should the owner fail to act arrange for the work at the owner's expense.

With the exception of the bin shed, walls & fences and taking into account the restrictions to the exterior of dwellings, common areas and front gardens described above and below you are free to do what you will with interiors and enclosed rear gardens. This is one of the joys of living on Weymede; where most of the houses are essentially the same just how differently individuals create their living spaces.



APPROVED MATERIALS FOR TWO AND THREE STOREY HOUSES:

The legal Covenant that a Weymede owner obliges his/herself to observe through the process of buying a house on the estate devotes many of it's clauses in ensuring that the original appearance of Weymede houses is preserved as close as possible to that when it was built in the 1960's. It is vital that existing and potential owners understand that, when maintaining the exterior of their properties, an approved list of building materials be observed. Deviations from this approved list will result in legal action being taken by the Society to enforce conformity.

- Roof tiles: Marley Modern flat, smooth interlocking concrete tiles. The original "gritted" finish Marley Modern tile is no longer available.
- Porch & garage roof: 3 layer flat roofing system with black mineral top layer .
- Roof trims: Aluminium 35mm wide flat face.
- Gutters: Aluminium 'box' to match existing or OG profile continuous seamless powder coat aluminium with leaf guard fitted (whole house row) approved supplier Gutterman in Staines: www.gutterman.co.uk.
- Glazing: Clear except 2 half lower panels front and rear and porch opaque 'stipalite' to match original In fill panels: Between roof level window lights; Plain timber as original or plain UPVC.
- Rain water down pipes: Aluminium or etched galvanised painted to in gloss black.
- Fencing: Close board vertical to match original 1.8m high.
- Gates: Match original.
- Visible external wiring: Not permitted unless prior written agreement made with The Society.
- Boiler flues: Clear regulations as to the siting of flues exist and responsible installers are aware of and abide by them. The Society will take action against any new installation if the flue is sited where it empties onto a public walkway.
- Bricks: Calcium silicate (sand/lime) facing bricks (moulded) to BS187:1978 & the European Standard EN771-2 Part 2. Colour – Buff KR22 (3328) – obtainable from The Hye Oak Group, Gravesend, Kent 01233 740233 www.hyeoak.co.uk
- Mortar mix to be 1:2:9 (cement/lime/sand) above damp proof course (1:1:6 is max permissible strength).
- Pointing as per the original i.e. rounded convex pointing known as "double struck" or "birdsbeak". Due to the recessed nature of this type of pointing old joints must be ground out to a depth of 25mm to ensure enough mortar to prevent it from dropping out.

VARIATIONS TO ABOVE FOR TYPE K PROTOTYPE HOUSES:

- Fascia Tiles: Blue/Black tile to match existing.
- Ground floor fascia: 18mm Marine Plywood Above door fascia: 2 piece wood painted.
- Porch wood cladding: Vertical 180mm rough finish timber 20mm gap painted.
- Doors: Glazed as original.

REPLACEMENT WINDOWS & DOORS

"...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....."

The majority of the estate has now replaced rotting wood windows and doors with UPVC. Any replacement doors or windows must conform to the criteria detailed on pages 14 to 18 or be of a type approved in writing by The Society's management committee. The one exception is when replacing 3 bed full width & height lounge windows. UVPC constraints mean that the smaller rather than the larger of the central windows will open.

As in the previous section it is important that existing and potential Weymede house owners understand that legal action will be taken against infringements of the rules with regard to replacement door and windows.

USAGE RESTRICTIONS FOR HOUSES.

"The house shall not be used otherwise than as a private dwelling in one single or family occupation.", ".....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....."

Weymede is for owner residents and The Society's management committee will vehemently resist buy to let purchasers using the latter of the above clauses.

GARAGES

"Not transfer the garage otherwise than to a member of The Society or to a person who at the same time acquires the Owner's share in The Society", "Not damage or make any alteration to the construction or appearance of the garage", "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", "Indemnify The Society against any sum expended in remedying any default or defect in repair or decoration for which the Owner is responsible".

Garages can ONLY be owned by a shareholder of The Society and it is the owners responsibility to keep it in a good state of repair. Failure to do so can result in The Society instigating the necessary works and reclaiming the costs from the owner. No alteration to either the construction or appearance of the garage is allowable. However, since the original up and over doors are no longer available the only authorised alternative is the Cardale Old Europa with Wider Rib except in the case of HN's 108 to 117 where wood panel (vertical) doors to match the original must be installed.

The correct garage door is Cardale steel manual Europa 1 canopy door from Doormatic, Guildford: www.doormatic.co.uk. The door is supplied primed but must be over painted using the authorised paint: Dulux Trade Weathershield External Satin Extra Deep 50GG05/063.



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REFUSE AND WHEELIE BINS

"Nothing shall be done or omitted to be done anywhere on the estate that may cause inconvenience or annoyance to any resident...or detriment to amenity..."

Whilst this was not specifically written for wheelie bins it is the householder's responsibility to store the bins within the curtilage of his/her property and they must not be left in communal areas other than on collection day. The management team will arrange for the removal of bins that are repeatedly left in communal areas.

FRONT GARDENS

Planting of the communal grounds, riverbank and front gardens to houses is the responsibility of the Weymede Residents Society. Most houses have a small area in front (the rear of houses 108 to 117), which is also owned by The Society as a whole and is not attached to a specific property. Maintenance of these areas is the responsibility of the management team and where possible to preserve the original landscape design for the development. The spirit of this original design is that planting should be predominantly evergreen shrubs and plants. Environmental concerns particularly with regard to encouraging wildlife have changed in recent years with the gardening team shifting the planting emphasis to help pollinating insects.

A Weymede houseowner does not have the right to plant, trim or alter the structure of any part of commonly held Weymede land including a front garden just beyond a window or door. It is recognised that for some this is a highly contentious issue. Householders are encouraged to discuss individual concerns with the gardens' representative on the management team who whilst mandated to preserve the original design will always be sympathetic to individual preference where possible: gardening@weymede.co.uk.

VEHICLES AND PARKING

Over the years it has become increasingly difficult for Weymede Residents to find a parking space close to where they live. It has therefore been endorsed by vote at both an SGM and an AGM that the storage of unroadworthy vehicles in any of the communally owned parking areas for any length of time will not be permitted on the grounds that it is unreasonable, inconsiderate and causes considerable inconvenience and annoyance to others.

In the case of repeated infringements then the Committee will, after giving due notice, have vehicles removed from Weymede and disposed of. Appropriate action will be taken to recover any costs (including legal) from the householder concerned.

VEHICLES AND PARKING - GENERAL POLICY

One of the legal obligations of The Society's Management Committee is to prevent "detriment to amenity" to safeguard the investment of all shareholders and to protect residents from actions that cause inconvenience or annoyance to others. As such, all vehicles parked in the communal grounds owned and managed by the Weymede Residents' Society must be roadworthy, taxed, insured, have a valid MOT and be in regular use. The basis for this is taken from the original covenants as follows:

- "Nothing shall be done or omitted to be done anywhere on the estate that may cause inconvenience or annoyance to any resident...or detriment to amenity..." and "No vehicle shall remain in a car park for longer than is reasonable having regard to the requirements of other persons...".
- The Society shall "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 estate or adjacent land) resulting from the condition of anything forming part of the estate at any material time...or from the negligence of any person employed by The Society".
- The Owner shall "Keep The Society and Owner fully insured in respect of the premises with a company approved by The Society against loss or damage by fire and all other risks normally coverable under property owner's comprehensive insurance policy."

This means that whilst The Society is obliged to ensure that there is adequate insurance to cover all communal areas, it is the Owners responsibility (enforceable by The Society under the covenants) to ensure that their own property is fully insured. The WRS has no remit to insure un-roadworthy private vehicles on behalf of individual residents when they are stored in communally owned and managed areas. As such, The Society has a duty to remove uninsured goods and vehicles from such areas and any costs for removal of vehicles (including legal) will be recoverable from the resident concerned.

PROCEDURES AGREED BY SGM ON 22.02.07 AND ENDORSED AT AGM ON 29.11.07

All vehicles parked on Society land must be taxed, insured, hold a valid MOT and be in regular use. Residents are obliged to supply the WRS Committee with evidence of the above on request or the vehicle can be removed.

The regulation stating that "No vehicle standing higher at any point than 5 feet 6 inches above ground... shall be parked on the estate..." was clearly intended for commercial vehicles and will not, therefore, be applied to domestic vehicles (such as people carriers and 4 x 4s) provided they have both side and rear windows and seating throughout for a maximum of 8 people. However, the Committee must be satisfied that such vehicles are not being used for commercial purposes on a regular basis and under no circumstances will exceptions be granted in cases where vehicles bear any signs or advertisements. In cases of uncertainty then the committees' decision will be final.

Statutory Off Road Notice (SORN): Where a vehicle has been legally declared 'Off Road' via the completion of a DVLA 'Statutory Off Road Notice', this authorises the vehicle to be stored off the public highway, unused and is exempt from requiring a road fund licence (tax disc). However, it is still necessary to seek the permission of the landowner prior to storing the vehicle on their property. For all the reasons stated above, The Society **does not give permission** for uninsured or SORN vehicles to be stored on land owned and managed by them. Residents may, of course, park such vehicles in a privately owned garage but not on the communally owned forecourts. The Society will instigate legal proceedings to remove any SORN registered vehicle that continues to be stored on Weymede private land beyond a period of 60 days from a written demand to the vehicle's owner for removal of said vehicle. The cost of such removal action will be claimed from the owner.

"No vehicle shall remain in a car park for longer than is reasonable having regard to the requirements of other persons...". Parking is at a premium and vehicles parked for a prolonged period of time or dumped will be removed using the clauses and conditions described above.



EXTERNAL PAINTING

This is carried out on a three-year cycle with a third of the houses and garages on the estate being painted each spring/summer. Householders are notified in advance and a contractor appointed by the Management team carries out the work.

It is the house owner's responsibility to ensure that woodwork attached to his/her property is in good condition and that rotting timber (including gates, fencing and garage doors for HN108 to 117) is replaced prior to the painter commencing work. A carpenter is on site during the painting period and can be privately employed by residents to action necessary repairs at the householder's expense. Failure to maintain premises in good repair can result in the appropriate action being arranged by The Society at the owner's expense.

For information, approved paints used by Weymede contractors during the painting cycle are as follows:

- White Brilliant white 'Dulux external range' (recommended for all front/back doors to houses).
- Green Dulux Trade Weathershield External Satin Extra Deep 50GG05/063.
- Blue Oxford Blue exclusive to Dulux with undercoat Dark Grey.
- Red 'Monarch' BS 04D45 with undercoat Deep Pink.
- Houses 5-15 (Prototype houses) Red Cedar and ebony solignum stain. Where green architectural solignum stain is specified this should be toned down with ebony stain to match existing finish.

WINDOW, GUTTER CLEANING

This is carried out monthly and a slip is put through the door each time the windows are cleaned in order that problems can be raised either with the contractor or with the appropriate management team member. Gutters are cleaned between two and three times annually as part of the maintenance cycle and the same applies to the skylight windows subject to appropriate roof conditions.

ROADS, PATHS, LIGHTS AND DRAINS

The main spine road (but not the adjoining footpath and verges) running from the entrance as far as the woodland gate adjacent to house 60, is adopted and maintained by the council along with street lighting thereon. Paths, garage forecourts plus lighting, drains and gullies outside of adopted areas are the responsibility of The Society apart from those (especially drains) within the curtilage of an individual property which are the responsibility of the householder. It is vital to ensure that manholes are easily located and readily accessible at all times. In particular, they should never be paved or concreted over unless adequate provision is made for easy access in times of emergency. For example, recessed manhole covers and frames can be used to replace the original standard flush fit versions thus allowing for inserts of blocks, bricks, stone slabs or concrete to match surrounding areas (ideal for patios). Rodding chambers and their lifting keyholes/handles must not be obscured and should be easily accessible at all times.

GARAGE FORECOURTS

These are part of the communally owned and managed land so rights of parking and other usage are the same as for all other commonly owned land on Weymede. Water taps for cleaning cars are located in each compound but the supply is metered and so residents are asked to exercise care when using this facility.

GATE KEYS

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Weymede is bordered to the west by the river Wey and to the north by Brooklands wood. Fencing with lockable gates ensure privacy on the riverbank and along the border between wood and estate. Keys to gates are available from the Weymede Secretary: secretary@weymede.co.uk. They are high security keys so a charge of £15 per key is made. Obviously, a secure gate enhances security. Please ensure that you lock any Weymede gate every time you go through it.

GARDEN COMPOUND

Weymede substantially benefits from a compound where residents may deposit garden waste. The compound is situated at the west edge of the development, near to House 26. The gate key as described above also unlocks the compound gates. It is a garden refuse site **ONLY**. The nearest municipal waste and recycling area is in Martyrs Lane, Woking.

BIN COLLECTION

Woking Councils' contractor visits to empty bins on Mondays. Black lidded bins are provided for domestic refuse and blue lidded for disposal of recyclable waste. Each colour bin is emptied on a two-week cycle. Smaller green bins, emptied weekly, are provided for food waste. There is a notice from the Borough Council explaining which bin is emptied in which week but it will be obvious which one is which from the bins on the street. The council contractor works on bank holiday Mondays and if there is to be a change to the routine they attached labels to the bins prior to the change.

RIVERBANK

Residents are encouraged to enjoy and make good use of the extensive area of riverbank owned by The Society, which is protected by locked gates to deter non residents from using our private grounds as well as to provide a safety measure for children. In 1998 The Society passed a bylaw prohibiting ball games on any part of the grounds apart from the area of the riverbank designated for this purpose ie: the South or Parvis Road end.

FISHING RIGHTS

The Society owns the freehold of the land along the west bank of the River Wey north from the Parvis Road river bridge to a bend in the river where a drainage ditch enters. The stretch north of our enclosed land is loaned to the Byfleet Anglers' Association as is the east bank. Fishing along the west bank within the grounds is for the exclusive, free use of residents and their guests, although a rod licence is still obligatory by law. Rod licences (day or full) can be obtained from either the Post Office or on-line through the Environment Agency.

COMMUNITY CHANNELS

Weymede has an email newsgroup which the management team use to disseminate estate related news and information. Residents can collaborate via a private forum. Both are closed groups, private and secure. Ask your neighbours then to join email pr@weymede.co.uk with your name and house number.

WEYMEDE MAP



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2 STOREY HOUSE ELEVATIONS



(9)

3 STOREY HOUSE ELEVATIONS





3 STOREY HOUSE ELEVATIONS



REAR DOOR ELEVATIONS

Two & Three Storey Houses (Without Garage) - Any of 4 window light options A to D

 $(\mathbf{11})$



Three Storey Houses (With Garage) - French Doors



NOT TO SCALE

PERMISSIBLE EXTERIOR DOOR STYLES



This style is preferred to maintain the original simple SPAN format.

Note: Door frames and panels are to be solid. No glass in doors is allowed. Letter box style to be as original. Door furniture in plain style in satin or brushed steel or white.

Please remember: No brass or gilt door furniture