



WINCHFIELD COURT RESIDENTS LIMITED

Policy for the repair and replacement of fenestration in Winchfield Court

At a meeting of the Directors of the Company held on 15th September 2014, the Directors considered the advice that they had received, both legal and technical, in relation to the continuing policy of the company in respect of proposals submitted in relation to the repair and replacement of fenestration in the Court.

It is worthwhile recording that the present and previous boards of the Company have had the benefit of service of a number of Directors who by reason of their professional and business experience are duly qualified in the skills necessary to ensure the proper governance of the Company and its affairs.

The Court is not situated in a Conservation Area nor is it listed, notwithstanding the historic connections of some of the buildings within the Court.

The control and management of the buildings is therefore dependent on normal planning rules, and the terms of (a) the Memorandum and Articles of Association of the Company and (b) the express terms of the transfer documents, which were created by the original developers and upon which residences within the court are sold and purchased.

Whereas it is open to the members of the Residence Association to amend in accordance with the Companies Acts the Memorandum and Association, any changes to the legal transfer documents would require the consent of all owners of the residences within the Court.

The relevant legal control of the fenestration is set out in a Deed dated 11th Aug 1994, which states at Schedule 3 clause 4

"not to... change the outside appearance of the Householders property or any part thereof without the prior written consent of the Company (not to be unreasonably withheld) and which consent shall be given provided that in the reasonable opinion of the Company such proposed building or such change in outside appearance shall not be out of character with or detrimental to the value of the Householders Properties in the vicinity".

The Directors have noted that previously existing windows have been replaced by windows manufactured by uPVC. It is not considered that the materials used for construction of windows are of themselves important given the constraints upon the Directors in considering proposals set out in the covenant, namely the obligation to give consent when proposals do not make a change "in outside appearance (which) shall be out of character with or detrimental to the value of the Householders Properties in the vicinity".

It is of course a subjective view as to what is, or is not, "in character", and indeed in a constantly changing market for residential property, usually and certainly at the moment with continuing uplifts in value, "detriment" to value is again perhaps a subjective view, unless there is real evidence of the impact of fenestration on the values of individual properties.

In generally considering the above, the Directors are conscious of the need to provide consistency of approach, and to provide a model for the consideration of changes which is fair, equitable and sustainable.

In these circumstances the Board have resolved as follows:-

1. That any applications for any change to fenestration shall be made in a form which satisfies the following criteria:-
 - a) That the applications shall be made in a Computer Aided Design (CAD) format which can be viewed in the following formats:-
 - (i) Electronic - Portable Document Format (pdf)
 - (ii) Hard copy
2. That the proposals shall contain a specification of materials to be used
 - a) In the case of uPVC the material shall be Category A or above
 - b) The colour shall be Pure white RAL 9010
 - c) The finish shall be Satin
3. That the proposals shall set out in elevational form a "side by side" perspective of the fenestration as "it is" and how it "is proposed"
4. That the proposals shall highlight any changes to the existing appearance of the fenestration in both word and diagrammatic format.
5. That the proposals shall contain an undertaking to meet the reasonable costs of the Company in considering the application
6. That the Board upon consideration of the application shall retain a record of the application for future reference and shall communicate to the Householder the decision of the Company ("the Consent") and any particular comments in writing
7. That the Householder making the application shall enter into a Covenant with the Company to comply with the terms of the Consent.

The Directors
Winchfield Court Residents Limited
September 2014