

STREETFIELD RESIDENTS SOCIETY LIMITED

Span, 1984



Streetfield Mews Alterations Policy

1. Introduction

Streetfield Residents Society Limited (the **Company**) maintains an alterations policy for all residents of Streetfield Mews to ensure the architectural integrity of Eric Lyons' design is preserved. This policy is in place to ensure that all residents and Directors are aware of their responsibilities and the process for requesting alterations.

2. Restrictions

2.1 For the purpose of this policy, below is a high level overview of the covenants which impact alterations to freehold and leasehold properties.

2.2 The Company is obliged "*to prevent the initiation or continuation of any injurious alternation to the external appearance of any property on the estate.... [and] to replace or remove any feature determine by the [Company] to be injurious*" (Article 3(D), Articles of Association). This obligation is also contained in the title deeds for freehold properties and the leases of leasehold properties.

2.3 For freehold properties, owners are obliged to perform the covenants in Schedule C and observe the restrictive covenants in Schedule D attached to their property. Each new resident agrees to these covenants as part of the purchase of their property and this is acknowledged in a deed of covenant. Amongst the restrictive covenants in Schedule D are:

- (a) not to alter the external appearance of the buildings on the premises except with the prior written consent of the Company;
- (b) not to erect a building or other structure in the curtilage of the premises except with the prior written consent of the Company;
- (c) not to do or omit to do anything on the premises which may interfere with the amenity of other property owners or occupiers of the estate.

2.4 For leasehold properties, owners are obliged to perform and observe the covenants in Schedule C and observe the restrictive covenants in Schedule D attached to their property lease. Each new resident agrees to these covenants as part of the purchase of their property and this is acknowledged in a deed of covenant. Amongst the restrictive covenants:

- (a) in Schedule C, the owner agrees:
 - (i) not to cut, maim or injure any of the walls or internal partitions of the premises nor to make any alterations to the structure of the premises;
 - (ii) not permit anything to be done in or on upon the premises which might affect the insurance of the building.
- (b) in Schedule D, the owner agrees:
 - (i) not to alter the external appearance of the buildings on the premises except with the prior written consent of the Company;
 - (ii) not to do or omit to do anything on the premises which may interfere with the amenity of other property owners or occupiers of the estate.

2.5 For each leasehold garage, the owner has the same obligations as those for leasehold properties (see above). In Schedule D, there is an additional obligation which prevents a garage being used for anything other than purposes reasonably ancillary to a private residence. This prevents converting garages to dwelling spaces without Company consent.

3. Loft Conversion

3.1 The Company has taken the view that loft space conversion promotes the long-term stability of the community, as it allows residents to have families or room to grow. Loft conversion is permitted subject to the strict requirements of this policy, which are designed to ensure consistency and maintain the integrity of the original design.

3.2 Prior written consent is required from the Company before any work can take place on a loft conversion. The process for obtaining consent is in paragraph 6.1 below.

3.3 The following principles apply to any loft conversion:

- (a) architectural plans for the development must be submitted with an application for approval by the Company;

- (b) neighbours on either side of a property must be comfortable with the proposed development;
- (c) the roofline of the property should under no circumstances be varied;
- (d) original tiling on the roof is to remain. Only if necessary should new matching replacements be used;
- (e) windows for the development should be at the back for freehold properties. For leasehold properties, a window should not interfere with neighbouring privacy and be least intrusive;
- (f) windows must be flush with the roof (so as not to be seen from the ground) and used consistently across each property undertaking similar development. Dormer windows are not permitted;
- (g) any director of the Company who is also undertaking work is not permitted to vote on the development or any alterations to plans;
- (i) should the work be approved by the Company, the resident proposing the works will then be expected to inform the Company of the manner in which the works will be carried out, and its likely impact on neighbours;
- (j) the resident proposing the works will be expected to schedule such work so as to minimise the impact of the works on the immediate neighbours;
- (k) the development must comply with building regulations and a copy of the final building regulations approval should be submitted to the Company within 14 days of receipt by the property owner; and
- (l) a copy of any planning permission approval for the development should be submitted to the Company within 14 days of receipt by the property owner.

3.4 Windows and their position must reflect the style used for No.18 (freehold) and No.1 (leasehold) Streetfield Mews. Windows are Velux Conservation measuring 550mm x 1180mm. For freehold properties, the development consists of 3 windows. For leasehold properties, the development consists of 1 window (unless otherwise agreed).

3.5 The Company does not have a preferred architect or builder for works, but please contact the Company who can provide details of previous firms used.

3.6 It is the responsibility of the resident to manage the consent application process, seek planning permission and building regulations sign off for any development work.

4. Windows and Porches

4.1 The windows and porches are a key feature of Streetfield Mews.

4.2 When undertaking maintenance, the following paint colours must be used;

- (a) Green: British Standard reference BS 12 B 29 (in the Dulux Professional BS4800 range, known as Juniper). This is used on windows, porches and garage doors.
- (b) White: British Standard reference BS 00 A 01 (in the Dulux Professional BS4800 range, known as Portland). This is used on windows and porches.
- (c) Red: British Standard reference BS 04 D 44 (in the Dulux Professional BS4800 range, known as Tawny). This is used on leasehold property doors and handrails.
- (d) Black: British Standard reference BS 00 E 53 (in the Dulux Professional BS4800 range, known as Black). This is used on fascia boards.

From 2010, paints are in a 60% satin sheen.

4.3 The restriction on front door colours for freehold properties has been relaxed. Information on original front door colours can be found on the sales brochure (available on the Streetfield Mews website).

4.4 Prior written consent is required from the Company if any windows or porches are to be replaced. The process for obtaining consent is in paragraph 6.2 below. Any replacement windows or porches must be:

- (a) a like to for like basis;
- (b) in wood (plastic and metal are not permitted); and
- (c) painted in the Company's colour scheme (as noted above);

- (d) all original door furniture (handles, locks, letterboxes, outside lights) must be retained and reused;
 - (e) for windows, internal handles can be replaced but must be as similar as possible to the originals.
- 4.5 For freehold properties, the Company holds window and porch plans which can be used as a guide for the replacement process.
- 4.6 For freehold properties, the backdoor has a lower panel which originally supported a Myson heater. Residents are permitted to replace this panel with glass.
- 4.7 The Company does not have a preferred contractor for works, but please contact the Company who can provide previous contractor details.

5. Other Alterations

- 5.1 Any other external alterations to the properties in Streetfield Mews (beyond those in paragraph 3 and 4 above), must be approved in writing by the Company.
- 5.2 Applications for alterations will be considered in light of the following principles:
- (a) neighbours on either side of a property, and those who would be noticeably impacted, must be comfortable with the proposed development;
 - (b) nothing shall be attached to the external elevations of the property;
 - (c) developments in a garden must be below fence or wall level;
 - (d) the design should compliment Eric Lyons' design style.
 - (e) any director of the Company who is also undertaking work is not permitted to vote on the development or any alterations to plans;
 - (g) should the work be approved by the Company, the resident proposing the works will then be expected to inform the Company of the manner in which the works will be carried out, and its likely impact on neighbours;
 - (h) the resident proposing the works will be expected to schedule such work so as to minimise the impact of the works on the immediate neighbours;
 - (i) the development must comply with building regulations and a copy of the final building regulations approval should be submitted to the Company within 14 days of receipt by the property owner; and
 - (j) a copy of any planning permission approval for the development should be submitted to the Company within 14 days of receipt by the property owner.
- 5.3 The Company acknowledges that two freehold properties in Streetfield Mews have conservatories to their rear. For the purposes of this policy conservatories are classed as 'Other Alterations' and will be treated by the directors as such.
- 5.4 Satellite dishes are not permitted to be affixed to any properties.
- 5.5 Fences and gates must be replaced on a like for like basis. An application is not required to replace a fence panel or gate.

6. Application Procedure

- 6.1 For a loft conversion, the following process must be followed:
- (a) The resident will submit an application to the Company, using the template letter contained in Appendix 1 to this policy. A copy of the architectural plans for the development must be attached. Sufficient time should be given to the Company to consider the development and plans. Note: it is the applicant's responsibility to assure and document that there are no objections to the proposed development from any impacted neighbours prior to submitting the application.
 - (b) The directors of the Company will consider the application within 10 Business Days of receipt. The directors will follow the principles contained in paragraph 3.3 above, to ensure consistency of development in Streetfield Mews.
 - (c) If the application is approved, a consent letter in the form contained in Appendix 1 shall be issued. The directors may add further conditions to the consent, as they think reasonably necessary.

- (d) If amendments are required to the proposed development, the Company will notify the resident. A consent letter will not be issued until the amendments have been made to the architectural plans.
- (e) The resident will comply with all conditions contained in the consent letter.
- (f) Copies of all papers will be retained on file. The original signed consent letter will be delivered to the resident for their records.

6.2 For window and porch replacement, the following process must be followed:

- (a) The resident will submit an application to the Company, using the template letter contained in Appendix 2 to this policy. A copy of the technical plans must be attached. Sufficient time should be given to the Company to consider the technical plans.
- (b) The directors of the Company will consider the application within 10 Business Days of receipt. The technical plans must follow the requirements of paragraph 4.4 above, to ensure consistency of replacements in Streetfield Mews.
- (c) If the application is approved, a consent letter in the form contained in Appendix 2 shall be issued. The directors may add further conditions to the consent, as they think reasonably necessary.
- (d) If amendments are required to the proposed technical plans, the Company will notify the resident. A consent letter will not be issued until the amendments have been made to the technical plans.
- (e) The resident will comply with all conditions contained in the consent letter.
- (f) Copies of all papers will be retained on file. The original signed consent letter will be delivered to the resident for their records.

6.3 For any other alteration, the following process must be followed:

- (a) The resident will submit an application to the Company, similar to the template letter contained in Appendix 1 to this policy. A copy of the architectural plans for the alteration must be attached. Sufficient time should be given to the Company to consider the alteration and plans. Note: it is the applicant's responsibility to assure and document that there are no objections to the proposed development from any impacted neighbours prior to submitting the application.
- (b) The directors of the Company will consider the application within 20 Business Days of receipt. The directors will follow the principles contained in paragraph 5.3 above, to ensure the integrity and consistency of development in Streetfield Mews.
- (c) If the application is approved, a consent letter similar to the form contained in Appendix 1 shall be issued.
- (d) If the application is rejected, the applicant will be informed and can only resubmit if changes are made to the planned development.
- (e) If amendments are required to the proposed development, the Company will notify the resident. A consent letter will not be issued until the amendments have been made to the architectural plans.
- (f) The resident will comply with all conditions contained in the consent letter.
- (g) Copies of all papers will be retained on file. The original signed consent letter will be delivered to the resident for their records.

6.4 **In all cases, no work can commence until a consent letter has been issued by the Company.**

**APPENDIX 1
LOFT CONVERSION
APPLICATION TEMPLATE**

[NUMBER] Streetfield Mews
Blackheath
London
SE3 0ER

BY EMAIL
The Directors
18 Streetfield Mews
London
SE3 0ER

[DATE]

Dear Sirs

LOFT SPACE CONVERSION APPLICATION

We refer to the deed of covenant between (1) Streetfield Residents Society Limited (the **Company**) and (2) [RESIDENT NAMES] (the **Residents**) (the **Deed**) setting out the Residents' agreement to certain restrictive covenants applying to the property known as [NUMBER] Streetfield Mews, London SE3 0ER (the **Premises**).

Subject to obtaining the Company's written consent, the Residents wish to alter the appearance of the Premises by the insertion of [1][3] Velux window[s] to the [rear][north][south][east][west] roof (the **Alteration**). A copy of the technical plans for the Alteration is attached to this letter.

Given the terms of the Deed, we are writing to seek the Company's written consent to the Alteration. We confirm that the residents of No. [NEIGHBOUR ONE NUMBER] and [NEIGHBOUR TWO NUMBER] Streetfield Mews have expressed no objection to the Alteration. The plans that we have commissioned have been specifically intended to minimise the visual impact of the Alteration and are consistent with work undertaken for No.[1][18].

Yours faithfully

[RESIDENT NAMES]
[NUMBER] Streetfield Mews, London SE3 0ER

CONSENT TEMPLATE

By Email
[RESIDENT NAMES]
[NUMBER] Streetfield Mews
London
SE3 0ER

[DATE]

Dear [RESIDENT NAMES],

LOFT SPACE CONVERSION CONSENT LETTER

We refer to the deed of covenant between (1) Streetfield Residents Society Limited (the **Company**) and (2) [RESIDENT NAMES] (the **Residents**) (the **Deed**) setting out the Residents' agreement to certain restrictive covenants applying to the property known as [NUMBER] Streetfield Mews, London SE3 0ER (the **Premises**).

Terms and expressions defined in the Deed shall have the same meaning when used in this letter, unless the context otherwise requires or the contrary is otherwise indicated.

The Residents have advised the Company that, subject to obtaining the Company's written consent, they intend to alter the appearance of the Premises by the insertion of [1][3] velux window[s] to the [rear][north][south][east][west] roof (the **Alteration**). A copy of the architectural plan for the Alteration is attached to this consent letter.

Notwithstanding the terms of the Deed, with effect from the date of this letter, the Company hereby consents to the Alteration, subject to the following conditions:

1. the Alteration must comply with building regulations (a copy of the final building regulations approval should be submitted to the Company within 14 days of receipt by the Residents);
2. a copy of the planning permission approval for the Alteration from the Royal Borough of Greenwich (**Planning Permission**) should be submitted to the Company within 14 days of receipt by the Residents;
3. the Alteration must be carried out in the manner described in the attached architectural plan and the Planning Permission; and
4. no works on the Alteration shall take place on a Saturday, Sunday or public holiday.

The consent contained in this letter is given solely on the terms and to the extent stated herein and is solely based upon the information made available to us by the Residents. Further the consent in this letter shall not imply any waiver or consent of any other provisions or actions.

[As **[RESIDENT NAME]** is also a director of the Company, we confirm that he has not voted on the Alteration to avoid a conflict of interest.]

No term of this letter is enforceable under the Contract (Rights of Third Parties) Act 1999 by a person who is not a party to this letter.

This letter, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Yours sincerely

[NAME]
[Chair,]Director
for and on behalf of
Streetfield Residents Society Limited

[NAME]
Director
for and on behalf of
Streetfield Residents Society Limited

**APPENDIX 2
WINDOW/PORCH REPLACEMENT**

APPLICATION TEMPLATE

[NUMBER] Streetfield Mews
Blackheath
London
SE3 0ER

BY EMAIL
The Directors
18 Streetfield Mews
London
SE3 0ER

[DATE]

Dear Sirs

[WINDOW][AND][PORCH] REPLACEMENT APPLICATION

We refer to the deed of covenant between (1) Streetfield Residents Society Limited (the **Company**) and (2) [RESIDENT NAMES] (the **Residents**) (the **Deed**) setting out the Residents' agreement to certain restrictive covenants applying to the property known as [NUMBER] Streetfield Mews, London SE3 0ER (the **Premises**).

Subject to obtaining the Company's written consent, the Residents wish to alter the appearance of the Premises by the replacement of all windows [and porch] (the "**Alteration**"). A copy of the technical plans for the Alteration is attached to this letter.

Given the terms of the Deed, we are writing to seek the Company's written consent to the Alteration.

Yours faithfully

[RESIDENT NAMES]
[NUMBER] Streetfield Mews, London SE3 0ER

CONSENT TEMPLATE

By Email

[RESIDENT NAMES]
[NUMBER] Streetfield Mews
London
SE3 0ER

[DATE]

Dear [RESIDENT NAMES],

[WINDOW][AND][PORCH] REPLACEMENT CONSENT LETTER

We refer to the deed of covenant between (1) Streetfield Residents Society Limited (the **Company**) and (2) [RESIDENT NAMES] (the **Residents**) (the **Deed**) setting out the Residents' agreement to certain restrictive covenants applying to the property known as [NUMBER] Streetfield Mews, London SE3 0ER (the **Premises**).

Terms and expressions defined in the Deed shall have the same meaning when used in this letter, unless the context otherwise requires or the contrary is otherwise indicated.

The Residents have advised the Company that, subject to obtaining the Company's written consent, they intend to alter the appearance of the Premises by the replacement of all windows [and porch] (the **Alteration**). A copy of the technical plans for the Alteration is attached to this consent letter.

Notwithstanding the terms of the Deed, with effect from the date of this letter, the Company hereby consents to the Alteration, subject to the following conditions:

1. the Alteration must be carried out in the manner described in the attached technical plan;
2. the windows [and porch] must be in wood;
3. the windows [and porch] must be painted in the Company's colour scheme, which is listed in the Company website;
4. [for external doors, original door furniture (including handles, locks, letterboxes, outside light) must be retained and reused;] and
5. no works on the Alteration shall take place on a Saturday, Sunday or public holiday.

The consent contained in this letter is given solely on the terms and to the extent stated herein and is solely based upon the information made available to us by the Residents. Further the consent in this letter shall not imply any waiver or consent of any other provisions or actions.

[As **[RESIDENT NAME]** is also a director of the Company, we confirm that he has not voted on the Alteration to avoid a conflict of interest.]

No term of this letter is enforceable under the Contract (Rights of Third Parties) Act 1999 by a person who is not a party to this letter.

This letter, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Yours sincerely

[NAME]
[Chair,]Director
for and on behalf of
Streetfield Residents Society Limited

[NAME]
Director
for and on behalf of
Streetfield Residents Society Limited