



# Cedar Chase Handbook





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Edited and typeset by Andrew Findlay



# Cedar Chase Life

Walking around Cedar Chase today, it quickly becomes obvious that all the houses have the same paint colours, the doors are all the same and the gardens all show the same taste for "architectural" planting. In fact, the houses themselves all look very much as they did when first built in 1966: trees and shrubs have softened the stark, newly-built look and some windows now have plastic frames but the overall unity of design is still there almost 50 years on.

It is reasonable to wonder how this has come about, as it is not the normal state of affairs for a 50-year-old housing estate. Are the houses perhaps owned by some powerful and reclusive landlord, or maybe the residence of a vast extended family, ruled by an iron matriach? The truth, of course, is less fanciful and involves a lot of hard work and diplomacy by many people over the years.

Span Estates was a very unusual property developer, which operated in the Home Counties from 1947 to 1978. They believed that there was a market for good, modern design, set in carefully designed landscapes. They "designed-in" a sense of community, and in that sense were legal

pioneers as well as architectural ones: every Span estate has a residents' association charged with the maintenance of the grounds, external painting and generally keeping everything ticking along happily.

In Cedar Chase, all the houses were originally leasehold, with Span as the freeholder making sure that everyone paid their share of the maintenance costs. This changed as a result of the 1967 Leasehold Reform Act, which threatened the unity of the estate by allowing people to buy out their freehold. Like all the other Span developments, Cedar Chase went through a difficult and expensive period culminating in the approval of a Scheme of Management by the High Court. This allowed the Residents' Society to enforce the collection of fees from freeholders, if necessary by blocking the sale of houses. Once the legal side was sorted out, all 24 houses contributed a substantial sum of money to buy out the freehold of the estate. As a result, the houses are now freehold (though it takes an alert conveyancer to spot that first time) and each household owns one share in the Society, which in turn owns all the communal ground.

The Society is a company (technically a Friendly Society) with all that implies: directors, formal accounts, AGMs and so on. Its major costs relate to the five acres of communal gardens and woodland, and to repainting all the houses every four years.

The committee of the Society is also the board of directors, so the estate is controlled entirely by its residents. Everyone has a specific role and the names of these have passed into local idiom, so it is common to stop for a chat in the car park and be asked, "Are you Paths and Boundaries this year?"

There are no Utopian communities, so an important part of the Society's job is to act as mediator and to smooth ruffled feathers from time to time. It does not always get this right, and there have been some noisy arguments over the years, but on the whole it all works and the sense of community is very strong.

*Andrew Findlay*









# Cedar Chase Architecture

The architectural face that Cedar Chase presents to the pretty village of Taplow is bold and uncompromising, yet also quite introverted: a continuous, stepped terrace along Rectory Road of pale yellow brick housing, with dark-stained vertical timber cladding and distinctive horizontal white and green windows. The contrast to the established old vernacular of the village could hardly be more pronounced and the original reaction of many residents to the shocking new development can only be imagined!

Yet this shady north-facing elevation is a screen, concealing a unique and brilliantly-conceived estate of family homes that has become an exemplar for modern, low-density housing. As an architect, the unplanned opportunity in 2004 to buy into the Span legacy has provided a first-hand demonstration of the value of excellent design.



Span was formed by architect Eric Lyons and architect-turned-developer Geoffrey Townsend, who recognised in the growing design-conscious middle-classes of the late 1950s a market for innovative, well-designed housing. Their developments would literally *span* the gap between mass public housing projects and individual, bespoke architectural commissions. The buildings and landscapes were at the leading edge of architectural design, and Cedar Chase and the other 30-odd Span estates in the South-East of England are now widely recognised as exemplary far beyond the realm of Span aficionados.



Originally receiving a Housing Design Award on its completion in 1966, the Cedar Chase design is simultaneously open yet private. Each house is an L-shape in plan, with ground-floor living and first-floor bedroom accommodation enclosing a small courtyard. Although the private garden of each house varies in size, this layout of house and immediate outdoor space is one of the keys to the design – the courtyard becoming an extra "room" for much of the year and providing shelter from autumn winds and winter frosts.

Wrapped around the courtyard, the modest living spaces are open-plan and full of light, with large areas of south-facing glass (contributing to equally impressive winter draughts!), and reflecting the Scandinavian living model that the architect Eric Lyons is supposed to have admired.





Also vital to the longevity and success of the development is the overall planning of the estate, and in particular its sympathetic positioning within a large, existing garden. The retained trees and shrubs were complemented by a new landscape and planting design that is now beautifully mature and well-maintained, and which continues to provide year-round variety and interest as well as a great place for families to play.

The uniquely continuing freshness and modernity of the 40-year-old design are perhaps best illustrated by looking at contemporary pop music - The Beatles' double A-side, *Yellow Submarine/Eleanor Rigby*, was at Number One in August 1966 - and cars - the Jaguar E-Type was the epitome of cutting-edge sports car design, while the Austin 1100 was typical of family motoring.

Or consider this: Cedar Chase was designed and built three years before the Apollo Moon landing, in the year that England won the World Cup - now doesn't that seem like a different age?!!

*Martin Knight*





# Span Estates

Span Developments Limited was a British property development company formed in the late 1950s by Eric Lyons and Geoffrey Townsend. They teamed up, as developer and architect, with landscape designer Ivor Cunningham. During its most successful period in the sixties, Span built over 2,000 homes in London and Kent and Surrey - mainly two and three bedroom single-family homes and apartment buildings.

The developments combine modernist design with attention to detail and harmony with the suburban environment. Span houses typically have modernist features such as flat roofs, open-plan interiors and large windows. However, this is combined with traditional features including hung tiles and stock brick work. The Span ethos was to build 'homes within a garden' so most developments include large landscape communal gardens to the front of the properties.

The exterior space is a recognised feature and many Span developments are car-free - a radical difference from other post war developments.

*(Wikipedia)*



Nothing pseudo, no fake rustic  
*(Span brochure)*

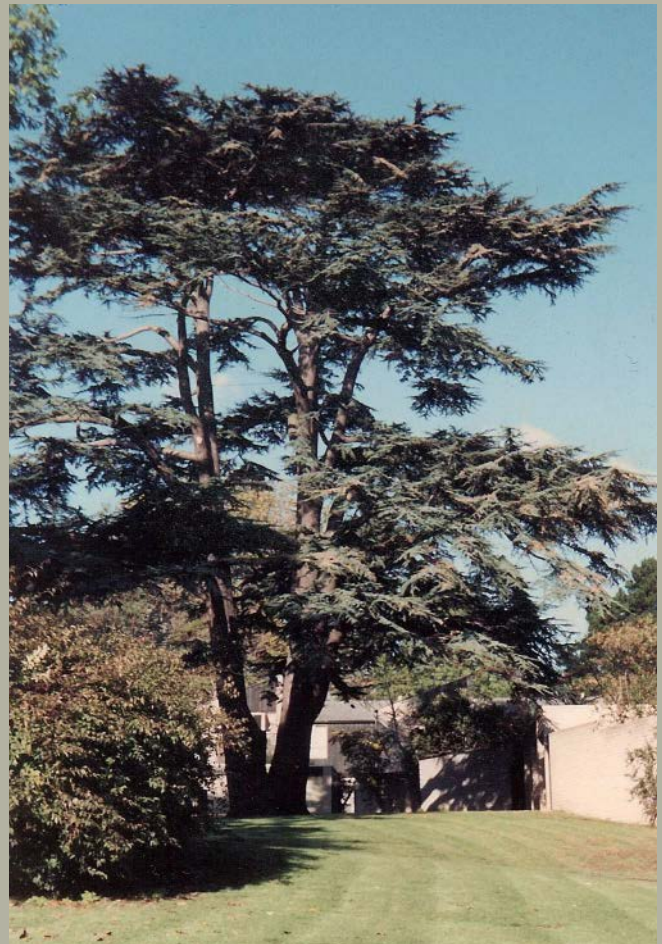


# Garden Design

In keeping with the Span philosophy, the gardens and houses were designed as an integrated whole. The gardens were created by Preben Jakobsen, who worked for Span from 1961 to 1969. He later received the fourth gold medal to be awarded by the Landscape Institute. Each house has its own private garden, but outside the front door or the back garden gate, all areas are communally owned and managed. They are maintained by a gardening contractor, under the supervision of the committee, paid for out of the residents' maintenance subscriptions.

The grounds are basically divided into two parts. The upper grounds, around the houses, are kept semi-formal, largely keeping to Jakobsen's original design but with sympathetic replanting where needed. The lower grounds, known to generations of children as 'the woods', are deliberately left more or less natural, including log piles and some fallen tree trunks, to provide habitats for various forms of wildlife.

Trees have always been a vital feature of the estate, and are inspected and maintained regularly by a leading firm of tree experts. Because Cedar Chase forms part of the Taplow conservation area, all our trees are protected, which means they cannot be felled or even pruned without permission from the district council. In addition, some – notably the five huge wingnut trees below number 8 – are covered by specific preservation orders.



The estate was built around three magnificent cedar trees – one in the centre of the main car park, one just below house number 9 and one opposite houses 16 and 17. Sadly, over the years, they all succumbed to disease or old age, but two have been replaced, upholding the policy of retaining the ethos and general style of the original planting.

*Tony Read*

## Marsham Lodge and other developments

Our sister estate in Gerrards Cross is the only other Span development to use the C3/C30 house design. Marsham Lodge is built with a slightly yellower, more mottled brick, and has dark brown woodwork where we have black. There is much less communal land than we have.

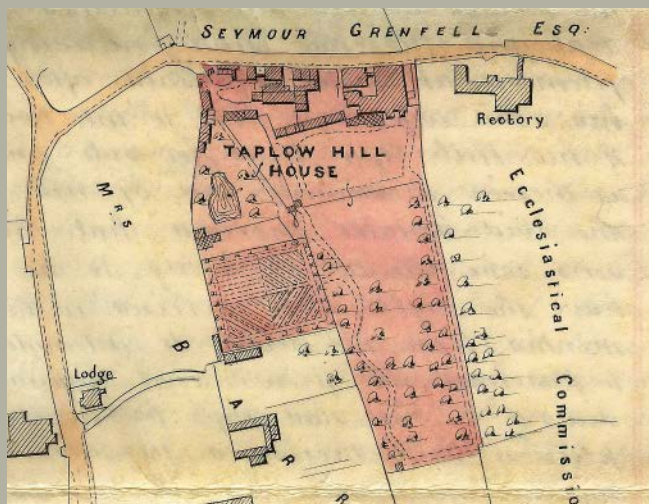
Span built over 2200 dwellings on 61 sites across the south-east of England. The complete list can be found in James Strike's book *The Spirit of Span Housing*.



# History of the Site

Cedar Chase was built on the site of Taplow Hill House, which had become derelict after being used as a bible college for some years.

We have deeds for the estate going back to 1914. The earliest one records the death of Charles Pearce Serocold and the conveyance of the property to his son Oswald Pearce Serocold by a complex scheme that included provision for Charles' wife to use the house until her own death, and for another property called 'Red Cottage' (now St Nicolas House) to be given to his unmarried daughters. There is also mention of a copyhold field called 'Wittage' being included with the house. At this stage the estate was larger than it is now, as it included a walled garden that now forms part of Saxon Gardens. The woodlands were much as they are today, and a pond was shown in the area that is now behind houses 6-8.



In 1936 Oswald (now a Colonel) and other Taplow landowners made an agreement with the Eton Rural District Council – *Each of the Owners being desirous of co-operating with the Council in in the preservation of the character and amenities of the District.* The agreement ran for an initial period of 15 years, and limited the use of the land to agricultural purposes 'or for its present use as a private residential estate'.

In 1942 the estate was sold to the Netherlands Shipping and Trading Committee Limited for £5250. It was used during the war as a rest home



for Dutch merchant seamen. In 1946 it was sold again, this time for £9670 to the All Nations Missionary Union Incorporated, which was a registered charity so the stamp of the Charity Commissioners appears on the conveyance.

The walled garden was sold off in 1959 to Edgar Alan Clarke, leaving the outline of the estate as it is today.

The Missionary Union used the house as a Bible College and training centre for many years, but seems to have run into financial trouble in the 1950s as it started to make planning applications for building blocks of flats on the land. Applications for 24 flats in 1960 and 1962 were refused.

Span Developments entered the picture in February 1964, making an agreement to buy Taplow Hill House subject to the consent of the Charity Commissioners and subject to the grant of planning permission for residential development. The sale was completed in December 1964 with £2500 being paid for the freehold and £25000 for a separate 99-year lease over the whole property.

Re-development started in 1965, and the first house (number 11) was sold in June 1966. The last sale was number 2, in April 1968. The houses and garages were originally sold on separate leases, with Span Estates being the freeholder. The Residents Society bought the freehold in 1982 and then transferred the freehold of the individual houses to the leaseholders so the houses are now freehold but subject to the Scheme of Management.



# Communal Facilities

## Garden tools

We keep a couple of wheelbarrows and some hand-tools for residents to borrow. Contact the Committee for the combination of the shed padlock, and please return all tools each evening so that they are available for others to use.

## Bonfire

For burning woody garden waste. No plastic or metal please, and no grass-clippings: they should go on the compost-heaps.

## Compost heaps

There are two heaps in the area behind number 8, and several near the west wall in the lower grounds. These are for soft garden waste only – no rose clippings or bits of tree please! Use the heaps alternately so one is being filled while the adjacent one is rotting down or being dug out. Feel free to take compost from the heaps to use in your garden.

## Power to lower grounds

We laid a permanent power supply to the lower grounds in 2013 to make events like the Ox Roast easier to set up. There are three outlets along the west boundary, which can provide up to 16A in total. Contact the Committee for keys and adaptors if you need to use this.

## Outside tap

Mainly for washing cars, this can be found on the fence opposite garage number 8. The water is metered, and we turn it off in winter because it freezes up. The isolation valve is under an iron manhole cover in the path outside number 4.

## Pressure washer

This is not kept in the shed: contact the Committee if you would like to use it.

# Website and E-Mail

**[www.cedar-chase.org.uk](http://www.cedar-chase.org.uk)**

The residents-only area contains a variety of useful information such as:

- Telephone list
- House and estate plans
- Newsletters
- AGM Minutes
- Accounts
- List of recommended tradesmen and suppliers

## E-Mail contacts:

[committee@cedar-chase.org.uk](mailto:committee@cedar-chase.org.uk)  
[residents@cedar-chase.org.uk](mailto:residents@cedar-chase.org.uk)

The residents list only accepts messages from people who are on the list.





# Buying, Selling, and Renting

Cedar Chase started out as a leasehold development. The Residents' Society took over management of the estate in 1973, and the freehold was bought in 1982. As a result, many houses still have separate leasehold and freehold titles at the Land Registry. This can confuse purchasers and their solicitors. When a house changes hands it may be wise to merge the two titles. The garage is normally held on a separate title, but it can only be sold with the house.

All the communal areas are owned by the Residents' Society. This includes the paved areas and garden at the front of each house.

There are important covenants between the Society and the householders and the Scheme of Management also imposes certain obligations. It is thus very important to get the procedure right

when buying and selling. The Secretary can supply guidance notes to help with this.

Purchasers cannot complete and register the purchase of a house until they have signed the covenants and the vendor has transferred their share in the Society.

Houses may be rented out as a whole for up to three years in any period of four years. Sub-letting to multiple tenants is not permitted. These rules are intended to preserve the feelings of community and ownership, and to promote the commitment of residents to the long-term maintenance of that community. The Society has the power to permit tenancy beyond three years, but in the few cases where this was requested in the past it has always been refused by the General Meeting.

## Maintenance and Alterations

It is extremely important to maintain the appearance of the estate, and to preserve the unity of the design. The Society has a role to play here, and so does every householder.

The legal covenants and the fact that Cedar Chase is in a Conservation Area place important restrictions on what may be done to the houses and gardens. If you are considering *any* sort of repair or alteration that will modify the external appearance of the house in *any* way, please contact the Society first. The Committee can advise on what is likely to be acceptable, and can put you in touch with others who may have done similar work: learning from their experience can save you time and money.

We must emphasise the importance of this consultation, as there have been changes made to some houses in the past that have caused significant bad feeling and expense.

Change is permitted, but it must be approved in advance by the Society. For small changes the Committee may be able to give this approval

but larger ones must always be presented to the Society in General Meeting.

In 2011 the Court of Appeal upheld the right of a Scheme of Management based on the same type of covenant as ours to prevent alterations to a building. (*Zenios v Hamptsead Garden Suburb Trust Ltd*). The court interpreted the restrictive nature of the covenant as it had been intended, and found that the proposed alteration was contrary to the property's design concept and would set a deleterious precedent. The Court found that the Scheme of Management could overrule a grant of planning permission. The fact that it went to the Court of Appeal means that this is a strong legal precedent.

As the houses get older, some larger jobs will become necessary: replacing entire windows and roofs for example. These are complex projects, with apparently conflicting requirements from the Scheme of Management, planning law, and the Building Regulations. In 2012 the Society started to work on specifications for these major works so that residents have a reliable starting-point when discussing potential projects with tradesmen.



# Living in a Conservation Area

Cedar Chase is part of the Taplow Conservation Area. It was included due to the recognition of its superior architectural design, and the Conservation Area rules help to preserve the important features.

South Bucks District Council has issued this guidance for people living in conservation areas. Please remember that the Cedar Chase Scheme of Management overrules some of these statements.

*What is a Conservation Area?*

An area with special historic or architectural character.

*Who designates a Conservation Area?*

The local planning authority has this power under the Planning (Listed Buildings and Conservation Areas) Act 1990.

*What does Conservation Area designation mean for residents?*

Owners of properties within a designated Conservation Area are unable to carry out certain works unless they get planning permission or Conservation Area Consent.

*What are these works?*

- Demolition of the whole or a substantial part of the property
- Demolition of boundary walls over a certain height
- Side or rear extensions over 50 cubic metres or 10% of the original volume up to a maximum of 115 cubic metres
- Alterations to the shape or size of the roof
- Cladding of the exterior of the property
- Erection of a satellite dish in certain locations
- Buildings (eg sheds, summerhouses) or enclosures (eg swimming pools) within the curtilage of a house, which exceed 10 cubic metres in volume.

Also, notice must be given to the authority at least 6 weeks prior to any works to trees within a Conservation Area. For further information please contact the Tree Officer on 01895 837376 or 837207.

*Are extensions allowed in Conservation Areas?*  
Yes.

Planning applications in Conservation Areas, like any other location, are considered on their merits. Should a proposal to extend a property be regarded as in keeping with the character of the area by the Conservation & Design Officer it would gain permission (this, of course, is subject to Planning Officer approval based on the usual planning criteria). If the proposal is deemed not to be in keeping with the character of the area efforts can be made by the applicant to improve the proposal on the advice of Officers so that it can become acceptable and be given permission. It is through this process that Conservation Area legislation acts to protect the special character of these areas.

*Are satellite dishes allowed in Conservation Areas?*

Yes.

If you ensure that only one satellite dish per property (of less than 90cm in diameter) is installed in a permitted location then you are free to carry out the installation without planning permission. Dishes should be sited below the roofline and away from the front of the house and the chimneys.

Further advice

Should any further information be required on any aspect of the implications of living in a Conservation Area or local planning regulations please contact Planning Admin or the Conservation Section at the Council's Capswood offices on 01895 837200.



# Managing Cedar Chase

The estate is managed by the Cedar Chase Residents' Society, which also owns all the communal land. The day-to-day work is done by a committee of 8 people, with the main roles being:

- Chairman
- Secretary
- Treasurer
- Gardening
- Paths Boundaries and Drains
- Play Area
- Window Cleaning
- Painting
- Aerials and Lighting
- Newsletter

The Secretary and Treasurer are re-elected every year. One third of the other committee members retire by rotation each year and are eligible for re-election if they choose to stand.

The Society is registered as a Friendly Society (a form of non-profit company set up for the benefit of its members) and the committee members are also the board of directors.

Every house on the estate owns one share in the Society, which must be passed on to the new owner when the house is sold.

The legal basis for the arrangement is the Scheme of Management, which was approved by the High Court when responsibility for the estate passed from Span Estates to the Residents' Society in 1973.

The Scheme of Management and the Rules of the Society are reproduced at the end of this book.

## Maintenance Fees

Each house pays an equal share of the cost of maintaining the estate. The fees are set each year by the Annual General Meeting. They cover:

- Maintenance of the grounds and communal areas.
- External window cleaning
- External painting
- Lighting of the main paths
- Communal aerial system

Fees are paid by monthly standing order. In the year 2012-2013 the rate was £90 per month. The Society maintains a sinking fund to cover major expenses, so there has not been any need for an extra levy for at least the past 25 years.



# Energy Conservation

Cedar Chase was built in the 1960s when energy was cheap and most people thought conservation was something to do with making jam.

There is very little roof insulation, the original windows are single-glazed and often draughty, and some of the walls do not have cavities. Many houses still have the original 1966 Lennox heaters, which are very inefficient by modern standards.

In 2008 Andrew Findlay conducted an energy survey to find out how much gas and electricity the houses typically use. The results varied a lot from one house to the next, but it was clear that we could all do much better. The survey report is on the Cedar Chase website. Among other things it contains estimates of how much heat is lost through each element of the house structure.

As a result of this work, many houses now have cavity-wall insulation. This helps, but we need

to do more: in particular we need to find a good way to insulate the roof and the areas covered by black weatherboards.

For most houses the top priorities are likely to be:

- Windows. The originals are single-glazed and draughty. Modern hardwood replacements are much better all round.
- Heating: the original Lennox heater is probably under 60% efficient. A modern warm-air system can be better than 90% so it could cut your fuel bills by 30%. Number 2 replaced both heating and hot water services with a new system based on a combi boiler in the airing cupboard plus two heat exchangers to generate warm air. In the first 6 months the electricity consumption reduced by 50% and the gas by almost 30% from the previous year's figures.

The survey report is on the website.

## Hitcham and Taplow Society

Cedar Chase has group membership of the Hitcham and Taplow Society. This entitles us to reduced prices at some village events, and we also receive the Society's twice-yearly magazine. The Hitcham and Taplow Society was formed in 1959 to protect the area from bad development and neglect. It takes an active role in local planning issues.

The Society's website is a useful source of local information:

**[www.taplowsociety.org.uk](http://www.taplowsociety.org.uk)**



# Product File

This product file records some of the important features of Cedar Chase buildings, and suggests alternatives that may be acceptable as replacements where the original item is no longer available.

## Structure



### Bricks

The original bricks are no longer available, but a close match was obtained for repairs done in 2008 and 2010. The new bricks are "Castleton White Smooth" from P.D. Edenhall:

[www.pd-edenhall.co.uk](http://www.pd-edenhall.co.uk)

The Society keeps a stock of bricks that can be purchased for small repairs.



### Mortar

It is important to get the colour right. It is also important to get the strength right: if it is too strong then any movement in the wall will crack the bricks. A good starting point is:

3 parts washed sand

1 part white cement

1 part lime

Try to get very light-coloured sand, as otherwise the mortar will be too yellow.



### Gutters

Rectangular section metal. It is important to replace like with like. Please do not use plastic gutters! The downpipe is a single length of metal pipe with no joins. It is parallel to the wall all the way down.

Clanfield Gutter Repairs of Oxford did a good job at number 7:

[www.gutter-repairs.co.uk](http://www.gutter-repairs.co.uk)



### Garage Doors

The original door is no longer made, but a very close match is available: the Cardale 'Europa old-style' door can be ordered from a number of supply+fit companies. It is very important that the new door has panels and ribs of the same size and spacing as the original. The garages are closely grouped and an odd door stands out like a sore thumb. Contact the Committee for a detailed specification to make sure the supplier gets this right.



## Black Timber

The vertical weatherboards are an important feature of the design. If considering replacement, the width, thickness, spacing and texture are all critical factors.

Behind the boards you will find a layer of bituminous felt and then thermalite blockwork. Immediately above the large rear windows you will find a void with a thin sheet of expanded polystyrene, and level with the floor joists is a rolled steel joist without any insulation.



## Roof

The roof slates are of black fibre composition. Many are now in need of replacement. Bulk removal must be done by a licensed contractor. If considering a complete roof replacement please contact the Committee as soon as possible: there are many factors to consider and we are working on a design that will also improve the insulation. Marley Eternit Thrutone fibre slates in blue-black are a close match to the existing roof.



## Window Details

Some windows have thick black tiles set at an angle under them. When replacing window frames it is important to preserve this feature. Note the dark line under the frame, caused by the tile not touching the frame at the front. The frame has a groove machined into the bottom to form a 'drip' over the tiles.



## Aluminium Trim

The edges of the roofs are finished with an aluminium angle trim. It is more complex than it looks from the ground - this is not a simple L-shaped extrusion. If you need to replace any of this, have a look at Paptrim: [www.paptrim.co.uk](http://www.paptrim.co.uk)



# Paint



## Paint

The "putty coloured" paint is British Standard 12 B 21. Manufacturers call it various things: Dusk, Moorland, Mineral Green / Opaline. Online colour samples suggest RGB 9b9b81 or CMYK 0/0/17/39 (of 100). Colour reproduction is not an exact process, so do not trust the sample printed here! Paint varies from one batch to another, so you should try to buy enough for the whole job in one go. The Committee usually has a small pot of this paint in stock.



## Black Woodstain

The black wooden weatherboards and the bin-store gates are painted with Solignum Architectural Solvent Based Opaque Woodstain, in Ebony. This is a stain rather than a paint, so it is important to avoid using ordinary paint on these areas. The Committee usually has a small pot of this stain in stock.



## Gutters

These are painted with black bitumastic paint. Downpipes are done with "putty coloured" paint.



## Grey Fence Panels

A mid-grey external paint. It takes a surprising amount of this to cover a fence panel!

# Fixtures and Fittings



## Letterbox and Doorbell

The letter-plate was made by WEHAG. It now seems difficult to get letter-plates with integral bell-push, so try to preserve your original one if at all possible.

The original bakelite bell-push could be replaced with a neat circular design such as the one shown here, which is a "Sealed Vandal Resistant Push Button" from Maplin Electronics.



## Internal Door Handles

Another WEHAG product, designed by Professor Max Burchartz. A very good replacement is the FSB 1027 Johannes Potente lever handle set in natural anodised aluminium.

This is available from Allgood under stock code 41027:  
[www.allgood.co.uk](http://www.allgood.co.uk)



## Front Door Lock

The original locks were only two lever, so they do not meet modern insurance requirements. Many have worn out anyway, but few modern locks have the same features:

- Slam closed
- Open from inside without key (unless deadlocked)
- Full-turn deadlock from either side

One that does have these features is the Chubb 3R35, though it does require its own internal door-handle, as shown here.



## Light Bricks

White glass diffuser with black base.

Numbers are laser-cut self-adhesive plastic: the typeface is Helvetica Bold.

A suitable low-energy replacement unit is the BEGA 3648. The Society holds a small number in stock. The supplier is:  
[www.light11.eu](http://www.light11.eu)





### Cupboard Door Handles

Brushed aluminium, 105mm long, 9mm diameter. Bolt fixing on 96mm centres.

Toolstation item 99647 looks similar.



### Hot Air outlets

The technical terms are 'Air Register' for the wall outlets, and 'Diffuser' for the floor outlets. Replacements are available from Johnson and Starley: see their website for details. The proper pressed-metal outlets provide almost 100% of the duct area for airflow as you can see here. Avoid the 'hit-and-miss' type of vent plates with sliding controls as they block more than half of the duct area. Low air-flow can damage the warm-air heater.



### Warm Air Heater

Warm air heating is not common in the UK so use a specialist to service or replace your heater.

The original Lennox G8 units are very inefficient: it is likely that 40% of the heat goes straight up the chimney! Replacements are available from Johnson and Starley, and also from Lennox. Both now make very efficient condensing units. There are several options: ask around to see what other people have done.



### Airbricks

The original airbricks are now considered inadequate to supply the boiler, so a gas-fitter or insulation contractor may insist on replacing them with larger ones. Please make sure they respect the Cedar Chase style and colour scheme. The type shown here works well and can be painted to match the woodwork. It is made from three 'Plastic Slimline Airbrick Horizontal Louvre' units, available from most builders' merchants.



### **Garage and Gate Numbers**

The numbers are cut from acrylic plastic sheet and are 75mm high. The typeface is very similar to Bulldog Bold. White numbers are used on garages and on black gates. Black numbers are used on grey and natural-wood gates.



### **Granite Setts**

These are a feature of Taplow Village as a whole but are also found on other Span estates, particularly when used to divide up gravelled parking areas.



### **Path Lighting**

The original 'mushroom lights' eventually became unsafe due to corrosion. We replaced them with Churchhouse Bollards in grey, with 50W MBFU (mercury) lamps.

Next time this needs doing we would prefer to find fittings that do not throw light upwards.



### **Gas Meter Boxes**

The gas company may insist on moving your meter outside if there is a problem with the pipes. We were caught out when this first happened, and some houses now have ugly boxes on the front wall. Please don't let this happen again: gas meters can be fitted in discreet underground boxes, or even in white flush-mounted boxes in the white panel beside the front door. Note that if you go for the latter option you may need to dry-line the inside of the wall, as the original is not thick enough to contain the box.



# Windows and Doors

Windows and doors at the rear of many houses have been replaced over the years, and this is the main area in which the external appearance of the houses now varies. Some replacements have been more successful than others, and this is what we have learned:

- Above all, *consult the Committee before replacing any windows or doors*. This is a very emotive subject, and it is essential to get a solution that everyone is happy with.
- Details matter. Cedar Chase was designed very carefully by respected architects: this is a large part of the value of living here, so don't let a careless workman or a one-size-fits-all glazing company spoil it!
- Building Regulations require that any new windows or doors meet certain standards for insulation and draught-proofing. In practice this always requires double glazing, but it does

*not* require the use of uPVC (plastic) frames. New wooden frames can be made to match the original ones while carrying double-glazing units. The Society can suggest a good supplier for these.

- When replacing windows, particularly where they can be seen from outside your own garden, make sure that the position, width and colour of glazing bars matches the original design *exactly*.
- If it is ever necessary to replace a front door, the new one must be custom-made to have exactly the same appearance as the original.

As there is now an approved design for replacement hardwood windows (see houses 21 and 22) the Society is unlikely to approve any new uPVC units unless they are an *extremely* good match to the original Span design. The Committee is prepared to take legal action if non-approved windows are fitted.



**Original window**

Note the proportions of the two panes of glass, the width of the glazing bars, and the frame colours.



**uPVC replacement**

The proportions of the panes are preserved but the whole frame is white, which leads to the glazing bars looking wider. A painted hardwood frame would be much better.



**Poor replacement**

The proportions of the panes of glass do not match the original. The glazing bars are narrower than the original, and because this is a UPVC window the whole frame is white. We do not want any more like this!

# Delegated Approval of Changes

The Scheme of Management forbids any change to the external appearance of properties in Cedar Chase without the approval of the Residents Society given at a general meeting. A number of changes have been approved by this method over the life of the estate, and some are now very common.

To simplify the procedure for any resident wishing to make a change, the Society has delegated the power to approve certain changes to the Committee. This was done at the AGM in 1998. The list of changes that the Committee may approve is given below. In making its decision the Committee will take account of the views of other residents on the proposed change. In cases of doubt, the matter will be referred to a general meeting of the Society. Each case will be considered individually, and the existence of a change in one property will not necessarily mean that the same change would be approved elsewhere.

## List of changes that may be approved by the Committee:

Replacement windows identical in colour, frame and glass dimensions, and other external details to the original wooden windows.

Patio doors in the dining room and the large glazed wall of the living room. These may be sliding or swinging, and the frames may be the same colour as the original paintwork, or white.

The window in the end wall of the living room may be replaced with a picture window (i.e. one without the horizontal glazing bar). There were reservations regarding this item, and it is likely to be referred to a general meeting.

Small satellite dishes, when black in colour and mounted on the black wooden part of the house. Cables should be black and should not cross visible brickwork. Dishes should be installed so as to minimise their appearance from neighbouring houses and from the roads and paths.

The bin store at the front of the house may be enclosed with a roof provided that the external

appearance is not changed. Many houses have good examples of this where a roof has been installed below the level of the brickwork. New external doors may be fitted to the bin-store provided that they have black vertical slats applied to make the appearance match the original gates.

The drainpipe for the flat roof above the downstairs cloakroom may be moved to the outside of the house if it is done in an unobtrusive way. There is a good example at number 2, where a square white drainpipe is fitted in the far corner of the white-painted panel by the front door.

Garden sheds and greenhouses may be erected provided that their size and appearance is appropriate to the location. There were reservations about this item, and it is likely to be referred to a general meeting.

Small burglar alarm boxes may be fitted. Please ensure that the site is chosen with some thought for the appearance!

The glass outside lights at the front of the house may be replaced by units of substantially similar design. These should be white glass and should have the house number marked on them using 'Letrasign' (available from art/graphics shops).

An open pergola may be erected over the patio between the kitchen and living room. It should be made of black-painted or black-stained wood similar to the house cladding.

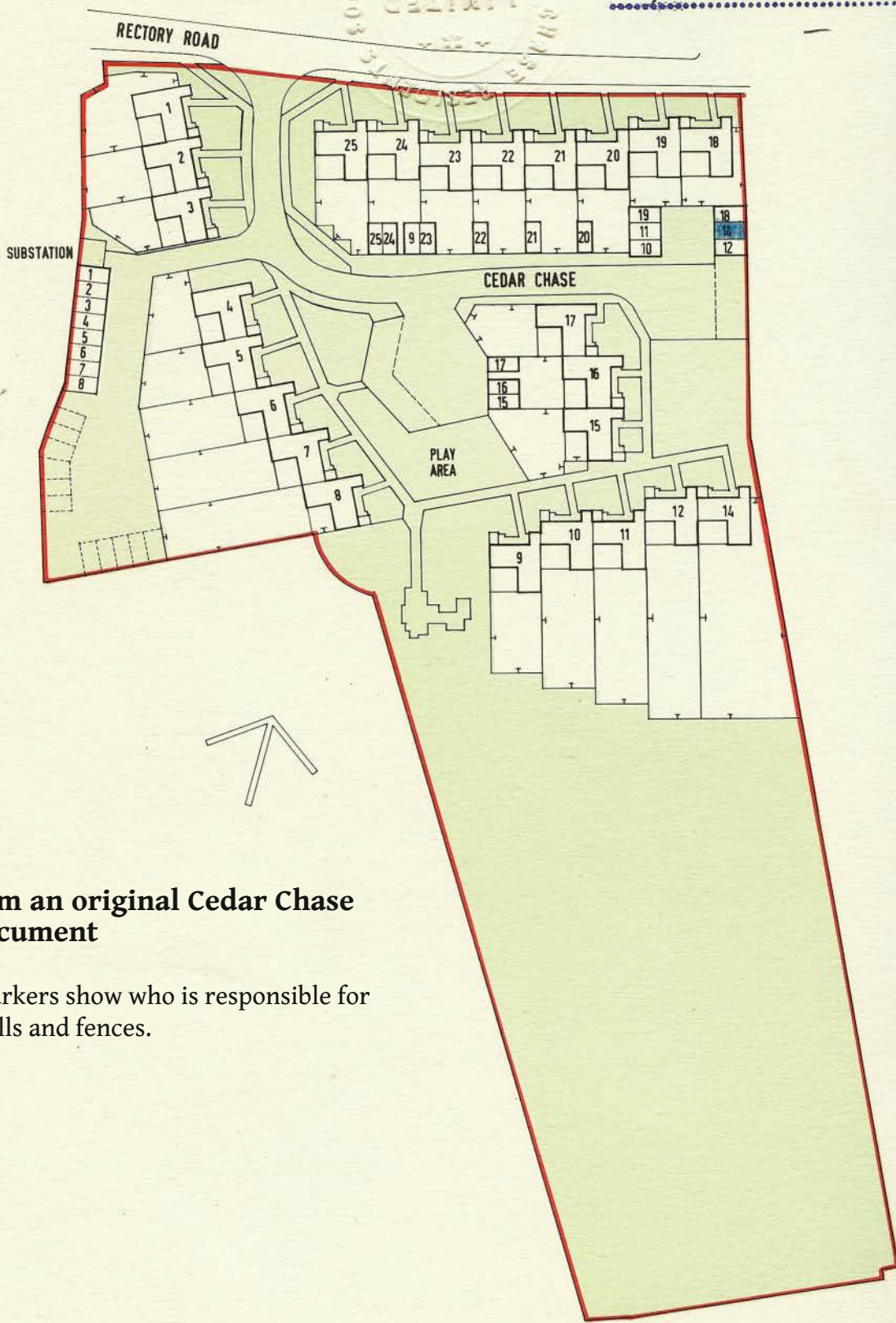
Unobtrusive security lights may be fitted provided they do not affect other houses. In particular they *must not* illuminate other people's windows, and if movement sensors are fitted they *must* be set to avoid detecting people walking on the communal roads and paths of the estate.

**IMPORTANT NOTE:** The changes listed here are *not* automatically permitted. The Committee has the power to give approval for them without calling a General Meeting, but you must still submit detailed plans and get approval before starting work.





*[Signature]*  
Committeeman  
*[Signature]*  
Secretary



**Plan from an original Cedar Chase lease document**

The 'T' markers show who is responsible for shared walls and fences.

**CEDAR CHASE**

SCALE : 0 100 FT

# Scheme of Management

IN THE HIGH COURT OF JUSTICE  
CHANCERY DIVISION (GROUP B)  
MR JUSTICE FOSTER at Chambers

WEDNESDAY the 31st day of JULY 1974

IN THE MATTER of the CEDAR CHASE ESTATE  
RECTORY ROAD TAPLOW BUCKINGHAMSHIRE  
and  
IN THE MATTER of the LEASEHOLD REFORM ACT  
1967

UPON THE APPLICATION of S R L Investments  
Limited and Cedar Chase Residents Society Limited  
by Originating Summons dated 8th October 1970  
AND UPON HEARING Counsel for the Applicants  
AND UPON READING an Affidavit of Anne Hanford  
an Affidavit of Joan Irene Doughty and an Affidavit  
of Geoffrey Poulson Townsend filed this day and the  
exhibits therein respectively referred to exhibit  
GPT3 to the third mentioned Affidavit containing  
inter alia a copy of a Certificate dated 16th October  
1969 of the Minister of Housing and Local  
Government given pursuant to Section 19 (1) of the  
Leasehold Reform Act 1967  
AND the Applicants by their Counsel consenting to  
the Scheme annexed hereto

THE JUDGE being of opinion that the said Scheme is  
fair and practicable and does not give the Landlords  
a degree of control out of proportion to that  
previously exercised by them or to that required for  
the purposes of the said Scheme DOTH in  
pursuance of the provisions of Section 19 of the  
Leasehold Reform Act HEREBY APPROVE the said  
Scheme

AND THE COURT DOTH ORDER that the Applicants  
do register the said Scheme as a Land Charge under  
the Land Charges Act 1972

## **SCHEME Made pursuant to Section 19 of the Leasehold Reform Act 1967 for the management of the Cedar Chase Estate, Rectory Road, Taplow, Berkshire**

1. The expression “this scheme” includes the  
schedule to this scheme

2. IN this Scheme:

(a) “the plan” means the plan annexed to this  
Scheme

(b) “the estate” means the land situated at Cedar  
Chase Estate, Rectory Road, Taplow, Berkshire, as  
shown edged red on the plan and includes all  
buildings or parts of 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

(d) “the landlord for the time being” means SRL  
Investments Limited whose registered office is at  
17/18 Dryden Court Parkleys Ham Common  
Richmond Surrey and (where the context admits)  
includes the agents of the landlord for the time  
being

(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

(f) “the owner” means the 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

(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 Cedar Chase Residents’ Society Limited a Society registered under the Industrial and Provident Societies Act 1893 whose registered office is situated at 17/18 Dryden Court Parkleys Ham Common Richmond Surrey

(i) “The operative date” means the date of the registration of this Scheme as a local land charge

(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

3. WITHIN seven days 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 “AH9” to the affidavit sworn herein by Anne Hanford on the twenty-seventh of September One thousand nine hundred and seventy three to which this Scheme is exhibit “AH7” transferring all of the powers and rights conferred by this Scheme on the landlord for the time being to the Society

4. As from the operative date:

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

(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 for enforcement thereof conferred by

sub-section (8) of the said Section 19 and by this Scheme

(3) on execution of the deed referred to in Clause 3 (2) above the expression “the landlord for the time being” in sub-section (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

5. THE provisions of this Scheme shall extend and apply to all enfranchised properties

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 application made by (a) the Society or (b) by or on behalf of not less than twenty percent of the owners of enfranchised properties of four such owners whichever is greater

## **The Schedule**

### **Part 1: Owner's obligations as to the house and premises**

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

(2) Keep the premises in good tenantable repair and in particular forthwith replace any broken or displaced window glass with glass of the same type as that originally fixed or of a type approved by the society and maintain the walls and fences shown on the plan by a “T” mark on the inside of the premises

(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 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 from future

instalments due under clause 9

(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

(5) Keep the Society and the 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 a property owner's comprehensive insurance policy

AND forthwith make good any such loss or damage

(6) Indemnify the Society against any sum expended in remedying any default or defect in repair or decoration for which the Owner is responsible

(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 acquires the Owner's 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 may be let on a furnished tenancy for a period not exceeding three years in any period of four years or such further period as may be approved by the Society

AND PROVIDED ALSO THAT the Owner may create a demise by way of mortgage or charge

(c) Within two months of any transfer or devolution of the Owner's interest in the premises give notice of it in writing to the Society and pay a fee of Two Guineas to the Society for the registration of the notice

(8) Observe the regulations set out in Part 5 and cause them to be observed by all persons authorised by the Owner expressly or by implication to be on the estate

(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

(10) Forthwith upon any transfer of the Owner's share in the Society lodge the transfer with the Society for registration

## **Part 2: Owner's obligations as to the garage**

2. The owner shall

(1) Pay all rates taxes and charges and other outgoings payable in respect of the garage

(2) Keep the garage in tenantable order

(3) In One Thousand nine hundred and seventy five 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 of 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 a property owner's comprehensive insurance policy AND forthwith make good any such loss or damage

(6) Keep the garage doors closed except when 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 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

(9) Within two months of any transfer or devolution of the Owner's interest in the garage give notice of it in writing to the Society and pay a fee of Two Guineas to the Owner for the registration of the notice



### **Part 3: The Society's obligations as to the house and premises**

3. The Society shall:

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

(2) In one thousand nine hundred and seventy five and subsequently in every third year wash stop and paint with three coats of 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 used shall be the same as those originally applied or as approved by the Society in general meeting

(3) Keep in good 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 the Owner or Leaseholder

(4) Keep the grounds (including the television aerial) in good order and keep the grounds 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

(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 the erection of structures or otherwise

(6) Make good within three months or sooner if necessary any default or defect in repair or decoration for which the Society is responsible and of which not less than twenty percent of the Owners and Leaseholders give notice in writing

(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 estate 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

(9) Indemnify the Owner against any sum expended in payment of any road charges payable in respect of the premises

(10) Not withhold membership of the Society from the Owner

### **Part 4: The Society's obligations as to the garage**

4. The Society shall in One thousand nine hundred and seventy five and subsequently every third year wash stop and paint with three coats of 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

### **Part 5: Regulations**

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

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

(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

(4) No vehicle shall be ridden or driven on any part of the estate other than the roads and car parks

(5) No vehicle shall be parked within the estate otherwise than in a garage or car park

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

(7) No vehicle (whether powered or a trailer) standing higher at any point than five feet six inches 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 purposes of loading or unloading

(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 or business) may be displayed at the entrance to the house in a style approved by the Society

(9) No washing shall be hung out on any Saturday Sunday or public holiday nor on any other day after Four pm or at a height greater than six feet above ground or at any time otherwise within the area shown shaded on the plan

(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 any time in the garden or any part of the estate outside a house or garage nor shall undue disturbance be caused by singing or the playing of musical instruments

(11) No person of drunken or immoral habits shall reside in the house

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

## **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 dilapidations and notices and any inspection to ascertain whether any notice has been complied with

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

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

## **Part 7: 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.



# Rules

## NAME AND OBJECTS

1. The Society shall be called "CEDAR CHASE RESIDENTS SOCIETY LIMITED." Its objects shall be the maintenance and management of the estate occupied by its members at Cedar Chase, Rectory Road, Taplow, Bucks., including the lighting and maintenance in good order of the common gardens and grounds, the repair and decoration of buildings, the cleaning of windows, the making of renewals and additions to improve the amenities of the estate, the placing and maintaining of policies of insurance against loss or damage and third party claims, the payment on behalf of its members of outgoings in respect of the estate and the holding of any interest in the land.

The Society shall have power to do all things necessary or expedient for the accomplishment of the above objects, including power to engage servants and agents, to procure any accommodation necessary to carry on the business of the Society or to provide amenities for its members, and to enter into leases, covenants and other contracts.

The Society shall in particular have power to make reasonable by-laws binding equally on all members of the Society with regard to the use of the grounds of the estate, and any of the regulations set out in schedule D of the leases under which all dwellings on the estate are held that could be made under the aforesaid power shall be deemed to be by-laws so made by the Society under these rules.

## REGISTERED OFFICE

2. Its registered office shall be at 17/18 Dryden Court, Parkleys, Ham Common, Richmond, Surrey.

In the event of any change in the situation of the registered office, notice of such change shall be sent by the Secretary within 14 days thereafter to the Registrar in the form prescribed by the Treasury Regulations.

## USE OF NAME

3. The registered name of the Society shall be kept painted or affixed on the outside of every office or place in which the business of the Society is carried on, in a conspicuous position, in letters easily legible, and shall be engraven in legible characters on its seal, and shall be mentioned in legible characters in all business letters of the Society, notices, advertisements and other official publications of the Society, and in all bills of exchange, promissory notes, endorsements, cheques, and orders for money or goods purporting to be signed by or on behalf of the Society, and in all bills of parcels, invoices, receipts and letters of credit of the Society.

## MEMBERSHIP

4. Membership shall be restricted to persons (not including corporations) 21 years of age or over owning a dwelling on the estate and to mortgagees in whom any such dwelling has been vested by foreclosure.

Provided that the signatories to these rules shall be members of the Society (and known as its founder members) so long as they serve as officers of the Society.

5. Every member shall hold one share, and no member shall hold more than one share. Each of the persons who signs the application to register the Society shall thereby be deemed to have applied for one share and shall pay the amount due in respect thereof in accordance with the provisions contained in the rules as to the payment of shares.

A share may be held by two or more persons jointly if those persons are joint lessees of a dwelling on the estate. The joint holders of a share shall be severally as well as jointly liable in respect of such share.

## SHARE CAPITAL

6. The share capital of the Society shall be raised by founder members' shares of the values of one shilling each and other members' shares of the value of £15 each, all shares being paid for in full on allotment.

7. All shares except those of the founder members shall be transferable but no share shall be withdrawable. Every transfer shall be in the form appended to these rules or as near thereto as the case allows. No transfer of shares shall be valid unless and until the Committee has consented thereto. The Secretary shall register every transfer of shares by making the appropriate entries in the register of members hereinafter mentioned.

8. The Society shall keep at its registered office a register of members in which the Secretary shall enter the following particulars: (a) the names and addresses of the members;

(b) a statement of the number of shares held by each member and of the amount paid or agreed to be considered as paid on the shares of each member;

(c) a statement of other property in the Society; whether in loans or otherwise, held by each member;

(d) the date at which each person was entered in the register as a member, and the date at which any person ceased to be a member;

(e) the names and addresses of the officers of the Society, with the offices held by them respectively and the dates on which they assumed office.

Any member changing his address shall notify the Society of such change.

The Society shall also keep at its registered office a duplicate register of members in which the Secretary shall enter all the particulars in the original register of members other than those mentioned in paragraphs (b) and (c) hereof.

## **SUBSCRIPTION**

9. Every member of the Society except the founder members shall pay the same annual subscription (which shall initially be £42, and thereafter such sum as may be determined in general meeting) in four equal instalments in advance on the usual quarter days the first being a proportional sum payable on completion of the lease.

## **BORROWING POWERS**

10. The Society may obtain advances of money from members and others for the purposes of the Society and may secure the repayment thereof by mortgages or charges on any of the Society's property. The total amount so obtained shall not at any time exceed the limit of £1,000. The terms of repayment, rate of interest and any other conditions of such advances shall be determined by the Committee from time to time, but the rate of interest shall not exceed 5%, per annum or 1% per annum above bank rate, whichever is the higher. The Society shall not receive money on deposit.

## **GENERAL MEETINGS**

11. The first annual general meeting shall be held during 1966 at the registered offices of the Society, and subsequently in October of each year at such time and place as may be fixed from time to time by the Committee.

12. The functions of the annual general meetings shall be:

(a) To receive from the Committee, or any other officers of the Society, or from the auditor, the statement of accounts and report upon the business of the Society during the period embraced therein and the state of its affairs at the expiration of such period.

(b) To elect the auditor and to fill vacancies on the Committee as hereinafter provided, and to fix the remuneration, if any, of the Committee

(c) To transact any other general business of the Society included in the notice convening the meeting.

13. Special general meetings shall be convened by the secretary either on an order of the Committee or upon a requisition signed by not less than one-tenth of the members of the Society for the time being, and shall be held as soon as possible after the receipt of such order or requisition and at the ordinary place and time of the general meetings of the Society unless the Committee fix any other place or time of meeting. A special general meeting shall not transact any business other than that mentioned in the notice convening the meeting.



14. (i) Notice convening every general meeting shall state the time and place thereof and the officers (if any) to be elected thereat, and every purpose for which it is convened, and shall be posted or sent to the registered addresses of the members not less than fourteen clear days before the date of meeting, unless in any case of emergency the Committee unanimously direct shorter notice to be given.

(ii) No general meeting shall be invalidated by the accidental non-receipt of notice thereof by any members.

15. Should the Secretary fail within 21 days to convene a special general meeting when so requested, the requisitionists may convene it by giving such notice as is mentioned in the previous rule.

## **PROCEEDINGS AT GENERAL MEETINGS**

16. At all general meetings the Chairman, or if he is not present, the Vice-Chairman, shall preside. Seven members shall form a quorum except that where an amendment of the rules or the removal of an officer is proposed, 12 members shall form a quorum. No meeting shall become incompetent to transact business from the want of a quorum arising after the chair has been taken.

17. If within half an hour from the time appointed for the meeting a quorum is not present the meeting, if convened upon the requisition of members, shall be dissolved. In any other case it shall stand adjourned to the same day in the next week at the same time and place, and if at such adjourned meeting a quorum be not present those members who are present shall be deemed to be a quorum and may do all business which a full quorum might have done.

18. If at any meeting the Chairman or Vice-Chairman be not present within fifteen minutes after the time appointed for holding the meeting, the members present shall choose one of the members of Committee present to be Chairman, or if no member of the Committee shall be present and willing to take the chair, the members present shall choose one of their number to be chairman.

19. The Chairman may with consent of the meeting adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for twenty-one days or more notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

## **VOTES OF MEMBERS**

20. Subject to a poll as herein provided, every question at any general meeting shall be decided by a show of hands, when each member present shall have one vote only, and a declaration by the Chairman that a resolution has been carried or not carried, or carried or not carried by a particular majority, an entry to that effect in the book of proceedings of the Society, shall be conclusive evidence of the facts without proof of the number or proportion of the votes recorded in favour of or against such resolution. A poll may, either before or immediately after a vote by a show of hands, be demanded by members representing in person or by proxy not less than one-tenth of the members of the Society for the time being, or be directed by the Chairman. Subject to any special direction contained in any rule of the Society or Act of Parliament all questions shall be determined by a majority of votes. A demand for a poll may be withdrawn.

21. If a poll be demanded or directed in the manner above mentioned, it shall be taken at such time and in such manner as the Chairman may appoint, and the Chairman shall decide whether such poll when demanded or directed before a vote by a show of hands is to be taken instead of or after a vote by show of hands, and the result of such poll shall be deemed to be the resolution of the Society in general meeting.

22. In case of an equality of votes at any general meeting, upon a show of hands or on a poll, the Chairman shall be entitled to a second or casting vote. In case of any dispute as to the admission or rejection of any vote the Chairman shall determine

the same, and such determination shall be final and conclusive.

23. Any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.

24. On a poll every member not indebted to this Society shall have one vote.

25. If any member be a lunatic, mentally defective or idiot he may vote by his committee, receiver, curator bonis, or other legal curator.

26. Votes on a poll may be given personally or by proxy.

27. The instrument appointing a proxy shall be in writing under the hand of the appointer or of his attorney duly authorised in writing. No person shall be appointed a proxy who is not a member of the Society and qualified to vote.

28. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the registered office of the Society not less than two

clear days before the day fixed for holding the meeting at which the person named in such instrument is authorised to vote, and in default the instrument of proxy shall not be treated as valid.

29. An instrument appointing a proxy shall be in the following form or any other form of which the Committee may approve:

I, ..... of ..... in the county of ....., being a member of Cedar Chase Residents Society Limited hereby appoint ..... of ..... (a member of the said Society) as my proxy to vote for me and on my behalf at the ordinary (or special as the case may be) general meeting of the Society to be held on the ..... day of 19....., and at any adjournment thereof. As WITNESS my hand this ..... day of 19.....

30. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding

the previous death of the principal or revocation of the proxy or transfer of the share in respect of which the vote is given, provided that no notice in writing of the death, revocation, or transfer shall have been received at the registered office of the Society one clear day before the meeting. Any question as to the admission or rejection or validity of a proxy shall be determined by the Chairman, whose decision shall be final and conclusive.

31. A proxy to vote shall be deemed to include power to join in demanding a poll.

32. Where there are joint registered holders of any share any one of such persons may vote at any meeting either personally or by proxy in respect of such share as though he were solely entitled thereto, and if more than one of such joint holders be present at any meeting personally or by proxy that one of the said persons so present whose name stands first on the register in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose name any share stands shall for the purpose of this clause be deemed joint holders thereof.

## OFFICERS

33. (i) The Society shall have the following officers, who shall form the Committee of Management:

A Treasurer, a Secretary, and six Committeemen.

(ii) The founder members of the Society shall become officers of the Society forthwith upon registry of the Society.

(iii) The Committee shall, each year, elect a Chairman from among the Committeemen. He shall be the Chairman of the Society, and shall, during his year of office, be removable only by a vote of two-thirds of the Committee present at a special meeting called for that purpose. The Committee shall also annually elect a Vice-Chairman from among their own number who, in the absence of the Chairman, shall have all the powers of the Chairman and shall be removable in like manner to the Chairman.



(iv) The Treasurer and Secretary shall hold office during the pleasure of the Society. The Committeemen shall continue in office until they are due to retire under Rule 39 and at every annual general meeting the vacancies so created shall be filled by such members as shall be elected by a majority of the members present and entitled to vote, or on failure of such election those last appointed shall continue in office. The Treasurer and Secretary shall be elected by a majority of the members present and entitled to vote at an annual or special general meeting.

(v) Any officer may be removed by resolution carried by two-thirds of the votes given thereon at a special general meeting which may proceed to fill the vacancy.

(vi) In case any officer shall die, resign, be removed, or become unfit or incapable to act, the Committee may at any time appoint a person to fill the vacancy until the next annual general meeting, unless the vacancy is previously filled at a special general meeting.

34. Every officer having receipt or charge of money shall, before taking upon himself the execution of his office, become bound, either with or without a surety as the Committee may require, in a bond according to one of the forms set forth in the Third Schedule to the Industrial and Provident Societies Act, 1893, or give the security of a Guarantee Society, in such sum as the Committee may direct, being not less than a sum sufficient to cover the maximum amount of cash which the officer is likely at any time to hold.

35. The officers shall receive such remuneration, if any, as may be decided from time to time at general meetings.

## **BANKING ACCOUNT**

36. The Society shall have a banking account into which all monies received on account of the Society shall be immediately paid. No account of the Society amounting to £2 and upwards shall be paid except by a cheque drawn on the Society's bankers signed by the Treasurer and the Secretary or such other officer as may be appointed by the Committee.

## **TREASURER**

37. The Treasurer shall pay all demands when ordered to do so by the Committee of Management. He shall not pay any money without written authority signed by the Chairman and the Secretary, or another officer in case of incapacity of the Chairman or the Secretary. He shall produce all books, documents, property and money of the Society in his possession and render a full and clear

account at each audit, and whenever required by resolution of the Society or of the Committee of Management. He shall also give up all books, documents, moneys and property of the Society in his possession when required so to do by a resolution of the Society or of the Committee of Management.

## **SECRETARY**

38. The Secretary shall attend all meetings; he shall record correctly the names of the officers there present, and the minutes of the proceedings, which he shall transcribe into a book to be authenticated by the signature of the Chairman as the proceedings of the meeting; he shall receive proposals for admission to the Society; he shall hand over all moneys received by him to the Treasurer. He shall produce all books, documents, property and money of the Society in his possession, and render a full and clear account at each audit and whenever required by resolution of the Society or of the Committee of Management. He shall also pay over all moneys, and give up all books, documents and property belonging to the Society, when ordered to do so by a resolution thereof or of the Committee of Management. He shall summon and give due notice of all meetings and keep the accounts, documents and papers in such manner and for such purposes as the Committee of Management may appoint, and shall prepare all returns and other documents required by the Industrial and Provident Societies Acts or the Treasury Regulations and duly forward them to the Registrar. The Secretary shall on all occasions, in the execution of his office, act under the superintendence, control and direction of the Committee of Management.

## **COMMITTEE OF MANAGEMENT**

39. (a) At each annual general meeting one-third or the nearest thereto of the Committeemen for the time being, exclusive of members appointed under Rule 41 to fill a casual vacancy, if any, shall retire from office, the Committeemen to retire in each year being those who have been longest in office since their appointment or last election, but as between persons who became Committeemen on the same day those to retire shall (unless they otherwise agree among themselves) be determined by ballot.

(h) A retiring Committeeman shall be eligible for re-election.

(c) Nominations for the Committee must be in writing and received at the registered office of the Society not later than seven days before each annual general meeting. Every nomination must state clearly the full name, address and occupation of every member nominated and be signed by the member who nominates him and by the member nominated signifying his willingness to act on the Committee. If with the retiring Committeemen willing to stand for re-election there are no more nominations than vacancies, the members nominated together with the said Committeemen shall become members of the Committee. If with the retiring Committeemen there are more nominations than vacancies, those members (being not more than the number of vacancies) who receive the highest number of votes shall be elected members of the Committee.

(d) The Committee may elect such persons as they may from time to time think fit to act as an Advisory Council of the Society. Members of the Advisory Council shall hold office during such period as the Committee shall determine and vacancies in the Advisory Council may be filled by the Committee of Management. The Advisory Council shall not have any executive powers in the administration of the Society.

40. If a vacancy caused by the retirement of any Committeeman is not filled by the meeting at which it ought to have been filled under the rules the vacancy may be filled by the Committee.

41. A casual vacancy on the Committee may be filled by the Committee, and the member so appointed shall hold office until the next annual meeting.

42. The office of a Committeeman shall be vacated if he becomes bankrupt or compounds with his creditors or becomes of unsound mind or is found a lunatic or is convicted of an indictable offence, or ceases to be a member of the Society or absents himself for a period of three calendar months from the meetings of the Committee without special leave of absence from the Committee or gives the Committee one month's notice in writing that he resigns the office, or is concerned in the profits of any contract made by the Society except as a director, committeeman, officer, servant, or member of any society or company or any firm of bankers which contracts with or does work for the Society, in which case the Committeeman shall not be accountable for the profit he receives; but any act done in good faith by a Committeeman whose office is vacated as aforesaid shall be valid unless prior to the doing of such act written notice has been served on the Committee and an entry has been made in the Committee's minute-book stating that such Committeeman has ceased to be a member of the Committee.

43. A Committeeman may hold any other office or position under the Society except that of auditor in conjunction with the office of Committeeman and on such terms as to remuneration and otherwise as the Committee may arrange.

44. The Committee may act, notwithstanding any vacancy in their body, but if and so long as the number of Committeemen is reduced below the number fixed by Rule 47 as the necessary quorum of Committeemen, the continuing Committeemen may act for the purpose only of summoning a general meeting of the Society which shall be empowered to appoint such number of Committeemen as is required to bring their number up to six.

## **POWERS OF COMMITTEE**

45. The management of the business of the Society shall be vested in the Committee, who, in addition



to the powers and authorities by these rules or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Society, and are not hereby or by statute expressly directed or required to be done by the Society in general meeting, but subject nevertheless to the provisions of the statutes, and of these rules, and to any resolution from time to time made by the Society in general meeting, provided that no resolution so made shall invalidate any prior act of the Committee which would have been valid if such resolution had not been made.

46. Without prejudice to and not so as to limit or restrict the general powers conferred by the last preceding rule and the other powers conferred by these rules it is hereby expressly declared that the Committee shall have the following powers—that is to say power

(a) To appoint, suspend, remove or discharge all solicitors, managers, architects, surveyors, accountants (except the auditor), agents, servants, and employees of every description and fix their duties and remuneration and require them to give security to the approval of the Committee.

(b) To enter into all contracts for the Society and settle the terms thereof.

(c) To compromise and settle or conduct, enforce or resist either in a court of law or by arbitration and suit, debt, liability, or claim by or against the Society.

(d) To convene all meetings of the Society according to the rules thereof, subject to the provisions hereinbefore contained as to special general meetings.

(e) To provide proper books for entering the accounts of all business carried on on behalf of the Society, and the minutes of all meetings thereof, and of their own proceedings, and for making all such entries as are hereby required or as any general meeting may direct.

(f) To provide such forms as are necessary in accordance with the provisions of the rules and for

the same being kept, made up, or used in such manner as in their discretion they think desirable.

(g) To remunerate any Committeeman for special services rendered to the Society either by a fixed sum or otherwise as may be determined by the Committee, and such remuneration may either be in addition to or in substitution for any other remuneration to which the Committeeman may be entitled. An entry in the minute-book of the Committee that any services rendered by a committeeman are special services shall be conclusive evidence thereof.

(h) To do all such acts and things as are incidental to, or which the Committee may think conducive to, the attainment of the objects of the Society or any of them.

## **PROCEEDINGS AT COMMITTEE MEETINGS**

47. The Committee shall meet at such time and place as may be agreed from time to time. The Chairman, or if he be not present, the Vice-Chairman, shall preside. Any five shall form a quorum and shall have full power to superintend and conduct the business of the Society according to the rules thereof, and shall in all things act for and in the name of the Society. Every question shall be decided by a majority of votes, and if the votes are equal the Chairman shall have a casting vote in addition to his vote as a member. Any three of the Committee may call a special meeting thereof, by giving seven clear days' notice in writing to the Secretary but at such special meeting no other business than that specified in the notice shall be taken into consideration.

48. The Committee may delegate any of the powers hereby given to it to a sub-committee of its own members, who shall in the functions entrusted to them conform in all respects to the instructions and regulations given them by the Committee, and the meetings and proceedings of such sub-committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Committee so far as the same are applicable thereto and are not superseded by any regulations made by the Committee under this rule.

49. All acts done in good faith by any meeting of the Committee or of any sub-committee thereof shall, notwithstanding that it shall be afterwards discovered that there was any defect in the appointment of any Committeeman or Committeemen or that any one or more of them were disqualified be as valid as if every Committeeman had been duly appointed and was duly qualified to serve.

50. A resolution in writing signed by all the members of the Committee or all the members or a sub-committee shall be as valid and effectual as if it had been passed at a meeting of the Committee or sub-committee duly called and constituted.

## **MINUTES**

51. The minutes of all meetings of the Society and of the Committee and of every sub-committee containing such particulars as the Committee direct from time to time shall be regularly recorded

by the Secretary, and the minutes of every general meeting and of every meeting of the Committee shall be read at the next of such meetings respectively and signed by the Chairman of the meeting at which they are so read, and the minutes of every sub-committee meeting shall be read at the meeting of the Committee following, and signed by the Chairman of such meeting, and all minutes so signed shall be conclusive as between the Society and every member thereof subject to the correction of any patent error.

## **ACCOUNTS AND AUDITORS**

52. All books of account, registers, securities, documents and papers of the Society other than such (if any) as the Committee may and do direct to be kept elsewhere shall be kept at the registered office of the Society in such manner and with such provisions as the Committee from time to time direct.

## **AUDIT**

53. The Committee of Management shall once at least in every year submit the accounts of the Society for audit to one of the approved auditors appointed under the Industrial and Provident

Societies Acts, 1893 to 1961, who shall be elected and may be removed by a general meeting, and shall not hold any office in connection with the Society. Any casual vacancy in the office of auditor may be filled by the Committee, and the person appointed by them shall have full power to act until the next general meeting, when the appointment shall be submitted for confirmation.

54. The Auditor shall have access to all the books, deeds, documents and accounts of the Society, and shall examine the accounts and the annual return of the Society, and shall verify them with the books, deeds, documents of title, accounts and vouchers relating thereto, and shall either sign them as found by him to be correct, duly vouched and in accordance with law or shall specially report to the Society in what respect they are found incorrect, unvouched, or not in accordance with law.

55. The Committee of Management shall lay before the annual meeting the accounts and annual return as audited as aforesaid, and any report of the auditor.

56. The Society shall keep a copy of the last balance sheet for the time being, together with any report made thereon by the auditor, always hung up in a conspicuous place at its registered office.

## **INSPECTION OF BOOKS**

57. Any member or person having an interest in the funds of the Society shall be allowed to inspect his own account, and the books containing the names of the members, including all the particulars in the duplicate register at all reasonable hours at the registered office of the Society, subject to such regulations as to the time or manner of such inspection as may be made from time to time by the general meetings of the Society..

## **ANNUAL RETURN**

58. (1) Every year not later than 31st March the Secretary shall send to the Registrar the annual return, in the form prescribed by the Chief Registrar of Friendly Societies, of the receipts and expenditure, funds and effects of the Society as audited.

(2) The annual return shall show separately the expenditure in respect of the several objects of the Society and shall be made up to: (i) the date of the Society's last published balance sheet, provided that this date is not more than four months before, or more than one month after, the 31st December then last, or otherwise, the 31st day of December inclusive; or (ii) in the case of the last annual return, where the Society is being terminated by an instrument of dissolution, the date of the said instrument. (3) The Secretary shall send to the Registrar, together with the annual return, a copy of any report to the auditor.

59. It shall be the duty of the Committee of Management to provide the Secretary with a sufficient number of copies of the annual return for supplying gratuitously every member or person interested in the funds of the Society, on his application, with a copy of the last annual return of the Society for the time being; and it shall be the duty of the Secretary to supply such gratuitous copies on application accordingly.

## **BALANCE SHEET**

60. (1) The Society shall not publish any balance sheet which Balance sheet has not previously been audited by the Society's auditor and any copy of a balance sheet published by the Society shall incorporate any report made thereon by the auditor.

(2) A copy of each balance sheet made during the period included in an annual return shall be sent by the Secretary to the Registrar together with the said annual return and each copy shall incorporate any reports made thereon by the Society's auditor.

(3) The Committee shall lay before the annual meeting the accounts and annual return as audited, together with any report made thereon by the Society's auditor.

## **TRANSFER OF SHARES**

61. No share in the Society shall be transferred unless the proposed purchaser or transferee thereof is at the same time also acquiring the interest of the share vendor or transferor in the

dwelling of which he is the leaseholder on the estate.

62. The Committee may refuse registration of a transfer where any share comprised in the transfer is a share on which the Society has a lien or where the transferee is not at the time of the transfer also acquiring the interest of the transferor in a dwelling on the estate.

63. If at any time any share is registered in the name of a person who is not the lessee of a dwelling on the estate or a founder member the Committee shall give notice in writing to such holder requiring him to transfer such share to a person who is such a lessee, and if the same shall not have been so transferred within one week after such notice has been given the Committee shall cancel such share forthwith and the holder shall be repaid the nominal value thereof, and the Committee shall issue a new share to the person who is entitled as lessee.

## **CESSATION OF MEMBERSHIP**

64. A member shall cease to be a member on transfer of the share held by him or upon cancellation of that share pursuant to these rules. Upon a founder member ceasing to be a member his share shall be cancelled and the amount paid up on the share shall be forfeited to the funds of the Society.

## **NOMINATIONS**

65. (a) A member may in accordance with the Acts nominate any person to whom any of his property in the Society at the time of his death shall be transferred, but such nomination shall not be effective so as to transfer any such property over £200.

(b) The Committee shall in accordance with the Acts either transfer or pay any property the subject of a nomination as directed in such nomination.

## **PROCEEDINGS ON THE DEATH OR INSANITY OF A MEMBER**

66. Upon a claim being made by the personal representatives of a deceased member or the trustee in bankruptcy of a bankrupt member to any



property in the Society belonging to the deceased or bankrupt member the Committee shall transfer such property to which the personal representative or trustee in bankruptcy has become entitled as the personal representative or trustee in bankruptcy may direct them..

## **APPLICATION OF PROFITS**

67. No payment shall be made to members by way of dividends on shares held by them, and any surplus accruing at the end of each years' working shall be placed to a Reserve Fund to meet future contingencies for maintenance of the properties. No part of the said reserve shall be available for distribution to members.

## **SEAL**

68. The Society shall have its name engraven in legible characters on a seal which shall be kept in the custody of the Secretary and shall be used only under the authority of a resolution of the Committee The seal shall be attested by the signature of one member of the Committee and the Secretary.

## **INVESTMENT**

69. Any money not required for immediate use, or to meet the usual accruing liabilities, shall, with the consent of the Committee, or of a majority of the members present and entitled to vote in general meeting, be invested in or upon any of the securities or shares specified in sub-section (1) of Section 38 of the Industrial and Provident Societies Act, 1893.

## **STATUTORY APPLICATIONS TO THE REGISTRAR**

70. Any ten members of the Society, each of whom has been a member of the Society for not less than twelve months immediately preceding the date of the application, may apply to the Registrar in the form prescribed by the Treasury Regulations to appoint an accountant or actuary to inspect the books of the Society and to report thereon, pursuant to Section 18 of the Industrial and Provident Societies Act, 1893.

71. It shall be the right of one-tenth of the whole number of members, or if the number of members shall at any time exceed 1,000 it shall be the right of 100 members, by an application in writing to the Chief Registrar, signed by them in the Forms respectively prescribed by the Treasury Regulations:

(a) To apply for the appointment of an inspector or inspectors to examine into the affairs of the Society and to report thereon or

(b) To apply for the calling of a special meeting of the society.

## **DISSOLUTION**

72. The Society may at any time be dissolved by the consent of three-fourths of the members, testified by their signatures to an instrument of dissolution in the form provided by the Treasury Regulations, or by winding-up in manner provided by the Industrial and Provident Societies Acts.

## **COPIES OF RULES**

73. It shall be the duty of the Committee of Management to provide the Secretary with a sufficient number of copies of the rules to enable him to deliver to any person on demand a copy of such rules on payment of a sum not exceeding 2/- for non-members and 2/- for members, and the duty of the Secretary to deliver such copies accordingly.

## **NOTICES**

74. Every member shall be taken to have due notice of every meeting, resolution, or other matter of which notice is required by the rules of the Society to be given or served, on notice thereof being posted or sent to the registered address of such member, and such notice shall be deemed to be effected 24 hours after the despatch thereof.

75. All notices shall, with respect to any shares to which persons are jointly entitled, be given to the joint owner who is named first in the register of members, and notice so given shall be sufficient notice to all the holders of such shares.

## DISPUTES AND EXPULSION OF MEMBERS

76. Every dispute between a member of the Society or any person aggrieved who has not for more than six months ceased to be a member of the Society, or any person claiming through such member or person aggrieved or claiming under the rules of the Society and the Society or an officer thereof, shall be decided by arbitration in manner directed by these rules and the decision so made shall be binding and conclusive on all parties without appeal, and shall not be removable into any court of law or restrainable by injunction and application for the enforcement thereof may be made to the County Court.

77. (a) There shall be five arbitrators elected at the first or any subsequent ordinary general meeting of the Society, none of whom is directly or indirectly interested in the funds of the Society.

(b) In any case of dispute the secretary of the Society or such other person as the Committee may direct shall, in the presence of the complaining party or someone appointed by him, write the names of the arbitrators for the time being upon separate pieces of paper and place them so that the names shall be concealed, and the complaining party shall draw three, and the persons whose names are so drawn shall be arbitrators to decide the dispute.

(c) Vacancies in the number of arbitrators shall be filled by the Committee subject to confirmation at the first ordinary general meeting held after any vacancy is filled.

(d) The appointment of an arbitrator may be revoked by a resolution to that effect passed at any general meeting, which may thereupon proceed to fill the vacancy. If the vacancy is not then filled the Committee shall fill the vacancy.

(e) Two of the three arbitrators selected as aforesaid shall be competent to hear and decide any question but shall, before hearing it, appoint an umpire, by whom if they differ the question shall be determined.

(f) The costs of the arbitration shall be borne as the arbitrators direct, and the complaining party shall,

before the arbitration, deposit with the Society the sum of £1 to abide the decision.

## AMENDMENT OF RULES

78. Any rule of the Society not hereinafter declared to be fundamental may be rescinded or amended, or any new rule to be made by a resolution carried by two-thirds of the votes given thereon at any special general meeting.

79. Rules 9 and 67 and this rule are hereby declared to be fundamental, and shall not be amended or rescinded except by a resolution carried unanimously at a special general meeting.

80. Application for the registration of every amendment, addition, repeal, or alteration shall be made to the Registrar in the manner and form required by the Treasury Regulations so soon as is practicable after the same has been made, and a copy thereof shall be issued with every copy of the rules issued after the registration thereof. No amendment of rules is valid until registered.

## INDEMNITY

81. Every Committeeman, Manager, Secretary, and other officer or servant of the Society shall be indemnified by the Society against, and it shall be the duty of the Committee out of the funds of the Society to pay, all costs, losses and expenses which any such officer or servant may incur or become liable to by reason of any contract entered into or act or thing done by him as such officer or servant or in any way in discharge of his duties, including travelling expenses, and the amount for which such indemnity is provided shall immediately attach as a lien on the property of the Society and have priority as between the members over all other claims.

82. No Committeeman or other officer of the Society shall be liable for the acts, receipts, neglects, or defaults of any other Committeeman or officer or for joining in any receipt or other act for conformity or for any loss or expense happening to the Society through the insufficiency or deficiency of title to any property acquired by order of the Committee for or on behalf of the Society, or for the insufficiency or deficiency of any security in or upon which any of the moneys of the

Society shall be invested, or for any loss or damage arising from the bankruptcy, insolvency, or tortious act of any person with whom any moneys, securities, or effects shall be deposited, or for any loss occasioned by an error of judgement or oversight on his part, or for any other loss, damage, or misfortune whatever which shall happen in the execution of the duties of his office or in relation thereto unless the same happen through his own dishonesty.

## INTERPRETATION

83. In the construction of these rules, including this rule, the following words and expressions shall have respectively the meanings following unless the subject matter or context are inconsistent therewith:

(a) Words importing the singular or plural number respectively include the plural and singular numbers. Words importing the masculine gender also include the feminine gender.

(b) "The Act" means the Industrial and Provident Societies Acts, 1893 to 1961.

(c) The "Committee" means the Committee of Management of the Society, and "Committeeman" and "Committeemen" mean a member or members of the Committee of Management of the Society.

(d) A "company" means any body corporate other than a society, and a "society" means any society registered under the Act or deemed so to be.

(e) "Land" includes tenements and hereditaments.

(f) "He", "him" and "person" include a company, society, local authority or county council.

The marginal notes and headings are inserted for convenience of reference only, and shall not affect the construction of these rules.

## FORMS OF INSTRUMENTS

84. The instrument referred to in rule 7 shall be, in the form following, or as near thereto as the circumstances permit or such other form as the Committee may approve. The date, the name of the

Society, and an address to the Committee shall be prefixed in all applications for shares.

## FORM OF TRANSFER OF SHARES

Cedar Chase Residents Society Limited, registered under the Industrial and Provident Societies Acts, 1893 to 1961.

This instrument, made the ..... day of 19....., between A, of ..... and B, of ..... witnesses that in consideration of the sum of £....., paid by the said B to me, I, the said A, hereby transfer to the said B, his executors, administrators and assigns, the ..... shares numbered ..... now standing in my name in the books of the above-named society, to hold the said shares upon the same conditions on which I now hold the same: and that I, the said B, hereby accept the said shares, subject to the said conditions. In witness whereof we have hereto set our hands.

Signature of Transferor.

Signature of Transferee.

## FOUNDING MEMBERS

G. P. TOWNSEND  
LESLIE BILSBY  
M. R. BARRINGTON  
B. C. WILSON   Members  
R. W. SNELL  
P. E. CRESSWELL  
H. A. R. GASSON

L. J. Warwick, Secretary.

Register No. 17215 R

INDUSTRIAL AND PROVIDENT SOCIETIES ACT, 1893

Acknowledgment of Registry of Society

CEDAR CHASE RESIDENTS SOCIETY LIMITED  
is registered under the Industrial and Provident Societies Act, 1893, this 21st day of October 1965.

REGISTRY OF FRIENDLY SOCIETIES  
CENTRAL OFFICE [Seal] [Copy kept]







Cedar Chase Residents' Society  
[www.cedar-chase.org.uk](http://www.cedar-chase.org.uk)  
June 2014