OWNERS OF ROWLEY PARK

CONSTITUTION

PREAMBLE

The Association of Rowley Park Owners came into being indirectly as a result of a Covenant made on 29 September 1867 between the owners of the land in the Rowley Park area referred to in the Indentures as “Allottees and Purchasers”, in the first part, William Morgan in the second part, The Staffordshire Land Building and Improvement Company Limited in the third part and Nicholas Joyce, the liquidator of the Company in the fourth part.

The Indenture recites that in 1861 the Company purchased an estate called “The Rowley Hall Estate” and laid out the same in building lots. The following Constitution codifies the rules and regulations, which have been adopted by the Owners from time to time either by custom or by resolution of a General Meeting of the Owners.

Interpretation

Clause, Schedule and paragraph headings shall not affect the interpretation of this Constitution.

References to clauses and Schedules are to the clauses of and Schedules to this Constitution and references to paragraphs are to paragraphs of the relevant Schedule.

The Schedules form part of this Constitution and shall have effect as if set out in full in the body of this Constitution. Any reference to this Constitution includes the Schedules.

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

A reference to **writing** or **written** includes email but not faxes.

1 **TITLE**

The Association of Owners shall be known as “THE OWNERS OF ROWLEY PARK” or “the Association”.

2 **MEMBERSHIP**

2.1 Membership shall be restricted to owners of residential property (“The Owners”) in the Rowley Park area (“Rowley Park”).

2.2 Rowley Park shall comprise those properties which are set out on the Schedule annexed together with such other properties as may from time to time be included by resolution of a General Meeting of the Owners, and subject to certain special conditions if necessary.

3 **OBJECTS**

The objects of the Association in relation to Rowley Park “the Objects” shall be: -

(a) To repair and maintain the roads, back roads and footpaths for use by the Owners and other authorised persons.

(b) To take any lawful action, including legal action if need be, to ensure the maintenance of the private status of the roads, back roads and footpaths and their use by Owners and authorised persons.

(c) To ensure, so far as is possible, observation of the Covenant particularly in relation to building and development projects, to include the taking of legal action where appropriate.

(d) To establish and maintain, in co-operation with the Local Police Force, a Neighbourhood Watch Scheme.

(e) To liaise with the Rowley Park Trustees in relation to the safeguarding of land in Rowley Park vested in the Trustees and to assist, if requested by the Trustees, with the cost of maintaining such “Trustee Land”.

(f) To liaise with the Local Authority, solicitors and other third parties where appropriate.

(g) To collect the Park rates and to apply these funds for the benefit of Rowley Park.

(h) To maintain the Pleasure Gardens, road barriers, adequate street lighting and communal areas and to seek to ensure that Rowley Park continues to be a safe and desirable residential area for the Owners.

(i) To arrange public liability, Owners liability, trustees’ liability and other relevant insurances.

4 **MANAGEMENT**

(a) In pursuance of the Objects, each year the Owners shall elect: -

A Chairman

A Treasurer

A Secretary

An Area Co-Ordinator for the Neighbourhood Watch Scheme

A Committee not exceeding eleven Owners who, together with the Chairman, Treasurer, Secretary and Area Co-ordinator, shall constitute a “Survey Committee”

An Auditor

(b) The Survey Committee may co-opt up to two members having specialist knowledge, should it so desire.

(c) The duties of the Officers and of the Survey Committee are set out in the following paragraphs.

(d) The Owners agree that the Pleasure Gardens are for the general enjoyment of all Owners and residents but with consideration for the fauna and flora contained therein and for other Owners and residents. Children’s parties may be held in the Pleasure Gardens subject to the requirements and precautions as issued from time to time by the Survey Committee.

5 **MEETINGS AND VOTING**

(a) A meeting of the Owners (the "Annual General Meeting") shall be held on a date to be fixed by the Survey Committee at least once in every twelve month period. The Secretary shall give at least fourteen days' notice of such a meeting, specifying the place, date and time at which it will be held, to each Owner. The delivery of a notice to the property concerned or the sending of an email where an email address has been supplied by the Owner of the property concerned shall be deemed to be an effective notice in respect of the Annual General Meeting, Special General Meetings or meetings of the Survey Committee, or any other meeting called under this Constitution.

(b) The Annual General Meeting, at which the duly elected Chairman will preside, shall: -

(1) Consider a report of the Chairman on the work of the Survey Committee during the previous year together with such other matters, as the Chairman shall deem appropriate.

(2) Consider a report of the Treasurer together with his Statement of Accounts and Balance Sheet, both duly audited by an appropriately qualified firm of accountants and evidenced by a written audit report, relating to the financial state of the Association.

(3) Having regard to any recommendation of the Survey Committee and/or the Treasurer, fix the Rowley Park rate for the year ending 31 March which shall become payable on the 1 October next following the Meeting.

(4) Consider such other items as may be necessary and of which at least seven days' notice has been given to the Secretary.

(5) Elect Officers and Survey Committee referred to in paragraph 4 (a)

(c) The Chairman shall also take the Chair at any meetings of the Survey Committee and any Special General Meetings which may be called, save that if the Chairman is absent for all or part of a meeting the members present shall elect a Chairman from amongst their number to preside over the meeting in question.

(d) The Chairman is empowered to call a Special General Meeting at any time if, in his/her view, a matter or matters have arisen which merit consideration by the Owners generally.

The Chairman shall call a Special General Meeting if a request in writing is received by the Secretary for such a meeting signed by at least twenty Owners and specifying the reason for the meeting. Only one signature from each property specified in the Schedule will be counted.

The Secretary shall give seven days' notice of any Special General Meeting to each Owner specifying the date, time and place of such meeting and the matter or matters to be considered.

(e) Where domestic property is held jointly, all joint owners shall be entitled to attend any General Meeting but only one vote may be recorded for each property. In the case of any unresolved dispute between joint owners as to how the vote shall be cast any vote or votes by the joint owners shall be declared invalid.

(f) Where a domestic property has been converted into flats or has been let in its entirety to a tenant or tenants (notwithstanding the fact that the flats may each have a separate rateable value) only the Owner on whom the Rowley Park Rate is levied shall have the power to vote in respect of that property. One representative of each property or flat may however attend any General or Special Meeting but shall not have the power to vote.

(g) Except where otherwise provided voting shall be by show of hands and a simple majority shall be needed for or against a proposition. If the votes cast for and against a proposition are equal the Chairman shall have a second or casting vote.

(h) The quorum for a general meeting shall be fifteen.

(i) Where the agenda for a General Meeting or a meeting of the Survey Committee includes an item "Any other business" it shall be a matter entirely within the discretion of the Chairman or the Chairman for the time being elected under sub-paragraph (c) as to what items shall be taken under this heading.

6 **VIRTUAL AND HYBRID MEETINGS**

Notwithstanding clause 5, the Officers and Survey Committee shall, if in their sole discretion see fit, conduct any meeting either wholly in person, by electronic virtual media or a combination of the two (a "Hybrid Meeting").

Virtual and Hybrid Meetings shall only be valid if all participants are able to hear the proceedings and speak and be heard at such meetings, unless in the absolute discretion of the Chairman, the meeting shall be allowed to continue and provided always that the meeting remains quorate.

It shall be the responsibility of the Secretary to arrange such meetings. If Owners wish to take part virtually then they must, at least 14 days before any meeting for which they have received notice, provide a valid email address to the Secretary to enable the appropriate meeting link to be sent by email.

It shall be the responsibility of the Secretary to record the number of votes at any meeting where a vote is taken and to ensure that where any vote is made virtually, the Secretary has sight of the person so voting.

7 **THE CHAIRMAN**

(a) The Chairman shall take the Chair at all General and Special Meetings of the Owners and Meetings of the Survey Committee.

(b) The Chairman shall represent the Owners and act as their spokesman.

(c) The Chairman is empowered to take action between meetings of the Survey Committee on any urgent matters subject to his/her action being reported to the Survey Committee at its next meeting.

(d) The Chairman shall report to the Annual General Meeting on the actions he/she and the Survey Committee have taken throughout the year preceding the Meeting.

8 **THE SECRETARY**

(a) Under the direction of the Chairman and of the Survey Committee and in consultation where appropriate with the Treasurer, the Secretary shall be responsible for the day to day management of the affairs of the Owners.

(b) The Secretary shall be responsible for arranging the appropriate meetings of the Owners and of the Survey Committee, for the issue of the necessary notices for such meetings and for the preparation of their agendas. He/she shall record the minutes of such meetings and take the necessary steps to secure their implementation. The minutes shall be submitted to the next meeting, as appropriate, for confirmation.

(c) The Secretary shall keep such books, files and records as are necessary for the efficient management of the Owners' affairs.

(d) On ceasing to hold office the Secretary shall hand over all minutes, books, files and other documents relating to the Owners' affairs to his/her duly elected successor or, if no successor has been elected or appointed, to the Chairman.

9 **FINANCIAL MATTERS**

(a) All amounts due to the Owners shall be collected by the Treasurer and all payments on behalf of the Owners shall be made by the Treasurer without any deduction.

(b) The Treasurer shall maintain at least one current account and one deposit account at a bank to be approved by the Survey Committee. Cheques drawn on the bank and all withdrawals shall be signed by the Treasurer and either the Chairman or the Secretary.

(c) Cash balances not immediately required shall be placed on deposit at a bank approved by the Survey Committee or invested in such a way as the Survey Committee shall direct.

(d) The Treasurer and Secretary shall each be paid an annual allowance to be fixed from time to time by the Survey Committee.

(e) Officers of the Association and Members of the Survey Committee shall be entitled to be reimbursed any duly authorised reasonable out of pocket expenses incurred on behalf of the Owners.

(f) Owners shall submit the plans for any building works on their property to the Survey Committee for approval to ensure that the terms of the Park Covenant will not be breached. A refundable bond to be paid by the Owner before works commence will be agreed with the Survey Committee. This bond will be held until the completion of the building works when it will be refunded unless it is required to pay for any reinstatement of footpaths, kerbs or roadway arising as a result of the building works.

10 **THE TREASURER**

(a) The Treasurer shall act as the receiver and paymaster of the Owners and in that capacity shall maintain such books and records as are necessary to record the financial transaction of the Owners.

(b) The Treasurer shall submit a monthly financial report including details of the Association's income & expenditure and its bank balances to the Survey Committee. The report will be accompanied by copies of the Association's bank statements for the relevant periods.

(c) The Treasurer or the Secretary shall effect such insurances as are necessary to protect the Owners' assets and their liabilities to employees and the public.

(d) On ceasing to hold office the Treasurer shall hand over all books, vouchers, files and other documents relating to the Owners affairs to his/her duly elected or appointed successor, or if no successor has been appointed, to the Chairman.

11 **THE SURVEY COMMITTEE**

(a) The Survey Committee shall meet from time to time as it, or the Chairman may decide.

(b) The quorum for such a meeting shall be four (excluding co-opted members).

(c) Subject to the general directions and resolutions of the Annual General Meetings and the decisions of any Special General Meetings the duties of the Survey Committee shall be to take all reasonable and lawful steps to further the Objects of the Association as set out in paragraph 3. The Survey Committee must, however, ensure that any expenditure it incurs or authorises can be met from Owners' funds. Before the Survey Committee incurs any expenditure on behalf of the Association it will obtain such quotations or estimates as it sees fit having considered the nature and the amount of the expenditure. The Survey Committee has no power, without the approval of the Annual General Meeting, to borrow money on behalf of the Owners either by way of bank overdraft or otherwise.

(d) The Survey Committee is empowered to appoint a Chairman, Treasurer, Secretary or Area Co-ordinator, or to fill any vacancy on the Survey Committee, if any of these offices falls vacant or if any such vacancy on the Committee arises between Annual General Meetings. The person or persons so appointed shall hold office until the next Annual General Meeting.

12 **TERMINATION OF OFFICERS' DUTIES AND OF MEMBERSHIP OF THE SURVEY COMMITTEE**

(a) The Officers of the Association (Chairman, Treasurer, Secretary and Area Co-ordinator) shall hold office until the next Annual General Meeting following their appointment unless their tenure of office is terminated by resolution of a General Meeting specifically called for that purpose or they resign by giving due notice in writing to the Secretary.

(b) The foregoing rule, set out in sub-paragraph (a), shall apply equally to membership of the Survey Committee.

13 **AMENDMENTS TO THE CONSTITUTION**

This Constitution may be amended by resolution of the Annual General Meeting or a General Meeting specifically called for that purpose. The amendment will become effective only if at least two-thirds of those Owners present and voting shall so decide.

SCHEDULE OF PROPERTIES OF OWNERS IN ROWLEY PARK

as at September 2021

Crescent Road	St. John's Road	Rowley Bank	Lawn Road	Mary Rand Close	Rowley Avenue
1	Beechcroft Lodge	47	1	1	15
2	Beechcroft	48	2	2	16
3	Laurels	50	3	3	17
4	Icthus	51	4	4	
5	1	52	5		
6	3	53	6		
7	4	54	7		
8	5	55	8		
9	6	56	9		
10	7	57	10		
11	7a	58	11		
12	8	59	12		
13	9	60	Flat 1, 15		
14	10	61	Flat 2, 15		
15	11	62	Flat 3, 15		
16	12	63	Flat 4, 15		
17	14	64	Flat 5, 15		
18	16	65a	16		
19	17	66a	17		
20	18	67a	18		
21	19	66	19		
22	20	68 Bath Court	20		
The Old Orchard	22	69 Bath Court	21		
22a	23	70 Bath Court	22		
23	24	71 Bath Court			
24	24a	72 Bath Court			
25	25	73 Bath Court			
26	25a	74 Bath Court			
27	26	75 Bath Court			
27a	27				
Willows End	27a				
27b	28				
27c	29				
28a	29a				
28b	29b				
28c	30				
29	31				
30	32				
31	33				
32	34				
33	35				
44	36				
45	37				
46	40				
47	40a				
48	42				
50	44				
51	46				
52	48				
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