

# **HANGER HILL GARDEN ESTATE RESIDENTS ASSOCIATION CONSTITUTION – MARCH 2019**

This constitution replaces the April 1993 HHGERA Rules of the Association, and was approved at an Extraordinary General Meeting (AGM) on 28 March 2019. Minor amendments were approved at the 2022 and 2023 Annual General Meetings.

## **1. Definitions, clarifying information and Annexes**

The name of the Association is the HANGER HILL GARDEN ESTATE RESIDENTS ASSOCIATION, which may be abbreviated to HHGERA.

The Hanger Hill Garden Estate shall hereinafter be called the Estate.

The term residence shall mean any flat or house within the Estate.

The term resident shall mean any individual owning or occupying a residence whether freeholder, leaseholder, landlord, tenant or sub-tenant.

Hanger Hill Garden Estate Ltd, which may be abbreviated to HHGE Ltd, is the company that owns the freehold to the flats on the Estate and their associated communal gardens and service roads. This company is managed by the Flats Management Board on behalf of and elected from the shareholders (flat owners).

Hanger Hill Garden Estate Residents Ltd, which may be abbreviated to HHGER Ltd, is the company that owns the freehold to the remaining communal gardens and service roads on the Estate. This company is owned by its shareholding directors and is managed through the sole agency of the Houses Management Board.

The plan in Annex A1 shows the extent of the Estate. The plan in Annex A2 shows the communal gardens and service roads owned by HHGER Ltd. and the service roads owned by HHGE Ltd.

The Hanger Hill Garden Estate Conservation Area Design Guide, Article 4 Direction and the associated HHGE Management Plan cover the entire Estate and are managed by Ealing Council (the Council). Planning applications and developments should comply with these documents, which can be accessed via the Conservation and Planning page of the HHGERA website [www.hhgera.com](http://www.hhgera.com).

Annex B sets out the responsibilities of the Houses Management Board.

Annex C contains the Rules of Use for the service roads owned and/or managed by HHGER Ltd.

Annex D contains information on Deeds of Easement

## **2.1 Objects for HHGERA**

On behalf of residents, HHGERA shall:

- a) protect the character of the Estate Conservation Area by liaison with the Council Officers and Councillors with respect to relevant planning applications and through representation on the Conservation Area Advisory Panel.
- b) protect the amenities and safety of the Estate by liaison with the Council Officers and Councillors with respect to highways issues, refuse collection and the management of Houses in Multiple Occupation.
- c) keep residents informed on the activities of the Residents Association and other matters of relevant interest whilst complying with the requirements of the Data Protection Act.
- d) liaise with the Flats Management Board over matters of common interest.
- e) liaise with other third parties including but not limited to TfL, police, local schools, local businesses, landlords and adjoining residents' associations on matters affecting residents, and to act upon all matters generally affecting the Estate.
- f) foster a sense of community among residents of the Estate, for example through the organisation of social events and activities.
- g) plan, consult and fundraise for projects that advance the objectives of the Residents Association and benefit residents of the Estate.

## **2.2 Objects for the Houses Management Board**

On behalf of Houses residents, the Houses Management Board shall:

- a) manage and maintain the communal gardens and service roads owned by HHGER Ltd.
- b) raise the monies required to manage and maintain those communal gardens and service roads via an annual service charge or such other means as the Houses Management Board deems appropriate.
- c) appoint and manage a Contractor or Contractors to undertake maintenance and improvement works on those communal gardens and service roads.
- d) properly administer HHGER Ltd including the appointment of a Company Secretary and Directors, submission of annual Companies House returns, the management of Deeds of Easement and the provision of appropriate insurance.

## **3. Membership**

Membership of the Association shall be open to all residents.

## **4. Equal Opportunities**

HHGERA will not discriminate on the grounds of gender, race, colour, ethnic or national origin, sexuality, disability, religious or political belief, marital status or age.

## **5. Financial resources**

### **5.1 HHGERA**

HHGERA may raise funds via a subscription payable by all members, contributions from the Houses Management Board and HHGE Ltd., and any other means the Officers of the

Association judge appropriate to the HHGERA Objects set out above. These funds shall be under the control of the Officers of the Association.

The rate of HHGERA annual subscription shall be fixed at the Annual General Meeting (AGM) each year. It shall normally be set at zero but may be levied to help fund special projects covering the entire Estate such as celebrations for the 100<sup>th</sup> anniversary of the Estate. It is due (if not equal to zero) on 1 January each year and shall be the same for all residences on the Estate.

### 5.2 Houses Management Board

The rate of Houses annual service charge shall likewise be fixed at the AGM. It is due on 1 January each year. The annual service charge shall cover activities the Officers of the Houses Management Board judge appropriate to the Houses Management Board Objects set out above and in Annex B. This includes maintenance of a prudent reserve.

Larger value works on the service roads will become special projects. The residents affected will be asked to contribute to special projects once the majority of those residents have agreed to the scope and cost of the works.

Houses owners are responsible for the payment of the annual service charge. Landlords may assign this responsibility to their tenants, but only if this has been specified within the tenancy agreement and they have notified HHGERA accordingly. Landlords cannot assign responsibility for special projects to their tenants.

For the avoidance of doubt, Flats residences shall not be liable for costs associated with maintenance of the Houses part of the Estate and vice versa.

## **6. Voting**

Payment of the service charge for the current year shall entitle Houses residents to vote on the basis of one vote for each residence. Payment of the HHGERA subscription likewise entitles Flats residents to vote on the basis of one vote for each residence. If the HHGERA subscription rate is zero then all Flats residents shall be entitled to vote. Flats residents are not entitled to vote on matters with a financial implication for House residents alone, and vice versa.

## **7. Officers**

The HHGERA Committee shall be made up of the following officers:

- Chair
- Vice Chair
- Treasurer
- Secretary
- Communications
- Planning and Conservation Area Advisory Panel
- Ealing Council Liaison (highway maintenance, traffic, parking etc)
- Police Liaison and Neighbourhood Watch
- Flats and Houses Management Boards Liaison
- Social Events

The Officers of the Houses Management Board, who shall be house residents or owners, shall include:

- Chair,
- Treasurer,
- HHGER Ltd Company Secretary
- Annual Service Charge Co-ordinator
- Gardens Co-ordinator
- Service Roads Co-ordinator
- Communications Co-ordinator

The Officers shall be elected at the relevant section of the AGM for a term of one year and shall be eligible for subsequent re-election. Election of Officers shall be by show of hands unless the Chairman directs that a secret ballot be taken. Officers may hold more than one post. Un-elected Officers may be appointed by the HHGERA and Houses Management Board Chairs at any time to assist any of the above Officers or for special projects. If the HHGERA Chair is a House Resident then the Vice Chair must be a Flat Resident, and vice versa. The position of HHGERA Chair can only be held for a maximum of two years in a row after which a break of at least one year must be taken before being eligible to stand again.

## **8. HHGER Ltd.**

HHGER Ltd is owned by its shareholding directors, who must be house owners resident on the Estate and currently elected members of the Houses Management Board. Directors are elected by and report to the Houses Management Board. Directors may not dispose of any assets owned by HHGER Ltd unless approved by not less than 75% of Houses residents attending an AGM or EGM called for that purpose. Any monies raised by such disposals will become the Houses Management Board funds, to be used as directed by the Houses residents.

In addition to submitting the annual returns to Companies House, the Company Secretary shall ensure that at least 3 other HHGER Ltd Directors are registered at all times. Only the Company Secretary or Company Directors may sign Deeds of Easement.

## **9. Accounts**

Separate accounts shall be kept and produced for HHGERA and the Houses Management Board.

Both sets of accounts shall be made up to 31 December each year, and the Income and Expenditure Accounts and Balance shall be laid before the members at the AGM. Accounts shall not normally be audited unless requested by a majority vote of the relevant members at the AGM. Expenditure over £1,000 must be specifically approved by the Officers.

## **10. Annual General Meeting**

The AGM of the Association shall normally be held in March of each year for the following purposes:

## **Part 1 for HHGERA:**

- a) To receive and approve the annual report on the activities of HHGERA over the preceding year and proposed activities over the coming year.
- b) To receive and approve the Income and Expenditure accounts and Balance of the Association, excluding the Houses Management Board. Any member of the Association may request that a vote be held on whether the accounts be audited.
- c) To fix the HHGERA subscription rate for the coming year.
- d) To elect the Officers of the Association, excluding the Houses Management Board officers.
- e) To transact such other business as may be brought before it.

**Part 2 Houses Management Board (Flats residents are welcome to attend but may not vote):**

- f) To receive and approve the annual report on the activities of the Houses Management Board over the preceding year and proposed activities over the coming two years.
- g) To receive and approve the Income and Expenditure accounts and Balance of the Houses Management Board. Any paid-up Houses resident may request that a vote be held on whether the accounts be audited.
- h) To receive and adopt the 2-year communal gardens and service roads maintenance and improvement plans and associated budgets.
- i) To fix the Houses service charge rate/s for the following year.
- j) To elect the Officers of the Houses Management Board.
- k) To transact such other business as may be brought before it.

**11. Notices of AGM and Nominations**

Notice of the date of the AGM and request for nominations and resolutions shall be sent out by the Secretary at least six weeks before the date of the meeting. Nominations for the officers must be received by the Secretary fourteen days before the date of the meeting. The agenda for the meeting, including all nominations and resolutions, shall be sent to all residences at least seven days before the meeting.

**12. Extraordinary General Meeting**

An EGM may be called at any time by the Chairman or Secretary or by petition of at least 40 residences. Such meetings may be convened for discussion of one specific subject only. A meeting must be held within six weeks of the request being received. Notice of an EGM and the subject to be discussed must be sent to every residence at least seven days before the meeting.

**13. Minutes**

The Secretary or an alternate shall, except for good and proper reasons, attend all Annual General Meetings, Extraordinary General Meetings, Houses Management Board and HHGERA Committee meetings. The Secretary shall record the number of residents (for general meetings) or names of those present and take Minutes of the proceedings. The Secretary shall ensure that the Minutes are duly authenticated by the Chairman and shall ensure they are safely archived.

#### **14. Interpretation of the Constitution**

The Officers of the Association or, as appropriate, the Houses Management Board, shall have the power to interpret the constitution should there be any ambiguity or difference of opinion concerning the meaning or intention of any part.

#### **15. Alteration of the Constitution**

The Association shall have the power to amend, to add to or rescind this constitution but no alteration shall be made except at the AGM or at an EGM, and then only by a majority of not less than two-thirds of those present and voting. Notice of any proposed alteration must reach the Secretary at least twenty-eight days prior to the date of the meeting, and notice of the proposed alteration shall be sent to every member of the Association at least seven days before the meeting.

#### **16. Dissolution**

The Association may be dissolved upon a resolution supported by not less than 75% of members attending an AGM or an EGM. If HHGERA is dissolved, management of the Houses estate and the associated financial assets and liabilities shall revert directly to HHGER Ltd. The meeting shall decide as to the disposal of any other assets of the Association.



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## Hanger Hill Garden Estate Conservation Area

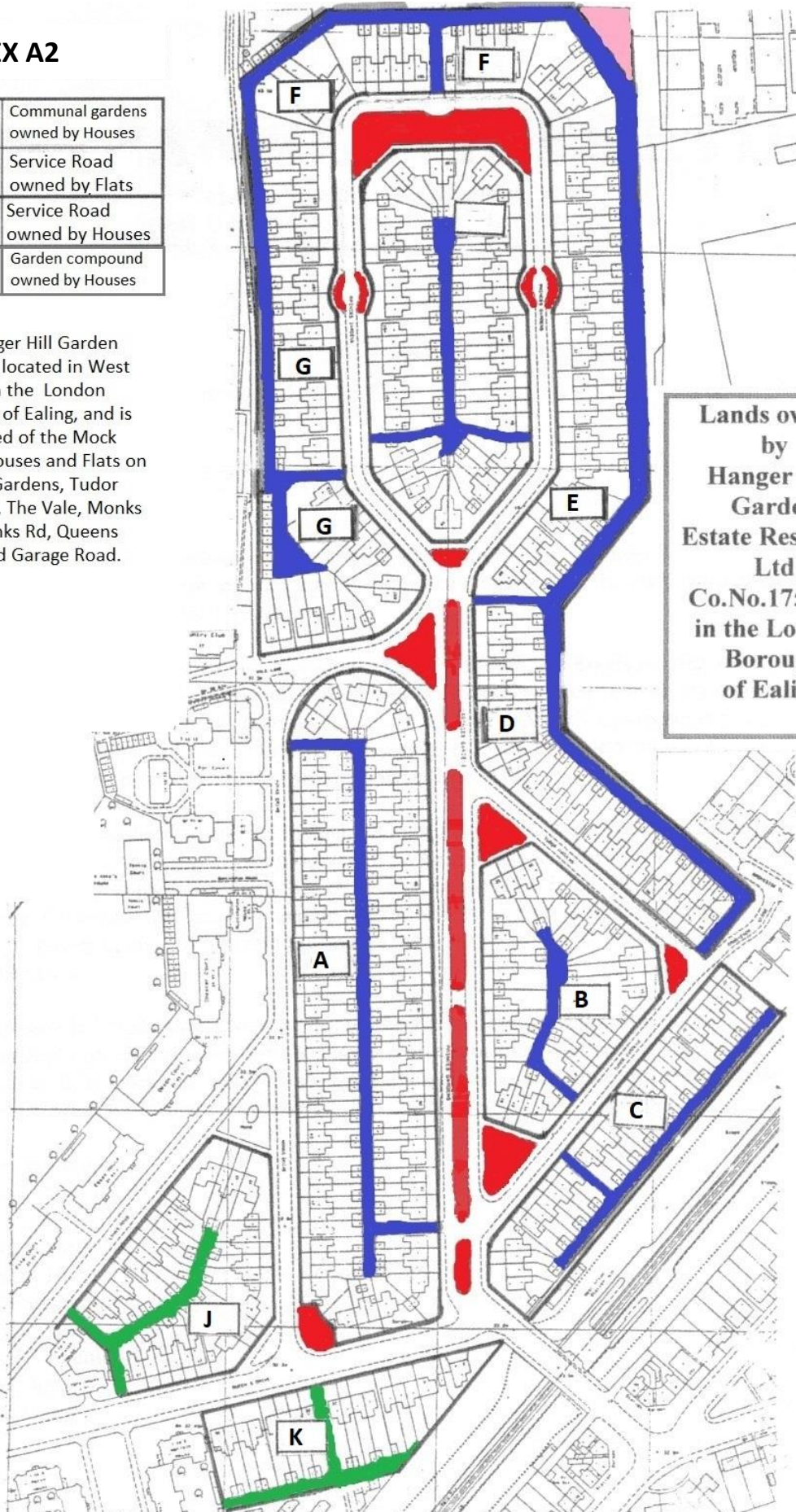


## ANNEX A2

	Communal gardens owned by Houses
	Service Road owned by Flats
	Service Road owned by Houses
	Garden compound owned by Houses

The Hanger Hill Garden Estate is located in West Acton, in the London Borough of Ealing, and is comprised of the Mock Tudor Houses and Flats on Princes Gardens, Tudor Gardens, The Vale, Monks Drive, Links Rd, Queens Drive and Garage Road.

**Lands owned  
by  
Hanger Hill  
Garden  
Estate Residents  
Ltd  
Co.No.1757836  
in the London  
Borough  
of Ealing**





## ANNEX B

# HANGER HILL GARDEN ESTATE RESIDENTS ASSOCIATION Houses Management Board

## Managing Agents for HHGER Ltd

The Houses Management Board is the Managing Agent for Hanger Hill Garden Estate Residents Ltd, the company which owns the Houses communal gardens and service roads. It is responsible for:

### **The ornamental gardens:**

- Award an annual gardens maintenance contract, covering regular cutting of the lawns and hedges, pruning and replacement of scrubs, rose plants and trees.

### **The service roads**

- Surface repairs and cleaning as required
- Servicing ten security gates / locks and issuing keys to residents
- Lighting and surface water drains
- Enforcing the no parking rules
- Issuing permits for builders skips

### **Boundary fences**

- Ensuring the security fences along the service roads to the north, east and west of the HHG Estate are properly maintained and repaired

### **Household refuse collection**

- Coordination of household refuse disposal from the service roads, together with LBE, including the proper use of wheelie bins

### **Annual maintenance expenditure budget**

- Presenting the annual budget (c£20,000) for approval at the AGM.
- Presenting a budget for special works expenditure for approval at the AGM

### **The Houses annual service charge**

- Issue and collect the annual Service Charge invoices to all Houses

### **Deeds of Easement**

- Processing Deeds of Easement on the sale of houses

### **3rd party liability insurance**

- For all users of the gardens and service roads

### **Annual accounts**

- To present the annual accounts for approval at the AGM every year.

[www.hhgera.com](http://www.hhgera.com)

## ANNEX C – HHGER LTD SERVICE ROADS RULES OF USE

1. **Parking** is not permitted in the service roads except for loading and unloading and washing a vehicle. Tradesmen working on a property may park provided they display a mobile number and move the vehicle as soon as requested. Parking is not permitted at any time on days when refuse vehicles are using the service roads.
2. **Skips** are not permitted in the service roads without a skip permit issued by HHGERA. The skip permit will specify where the skip may be safely placed such that it does not obstruct refuse vehicles or entrances to garages or gardens. The cost of the skip permit will be agreed at the AGM. Skip permits will only be issued to houses that have paid the annual service charge. Houses purchased after the date of this constitution will also need to have signed a Deed of Easement.
3. **Wheelie bins** should not be stored in the service roads, but should be put out for emptying on the night before or the day of collection. Residents must paint their house number on their wheelie bins and garage or rear garden gate so they don't go astray. Separate refuse containers not permitted by Ealing Council (such as bin liner sacks etc) must not be placed in the service roads. Any refuse left after collection must be removed immediately. Houses purchased after the date of this constitution will also need to have signed a Deed of Easement to be permitted to place wheelie bins in the service roads.
4. **Rubbish** – It is not permitted to leave, tip or store refuse, garden waste or building material in the service roads (other than in wheelie bins on the day of collection). A fly tipping charge may be levied on house owners and residents to remove refuse left on the service roads. The cost of the fly tipping charge will be agreed at the AGM.
5. **Noise** – all users of the service roads must take care not to disturb other residents, especially: at night; when using the service road gates; when putting out their bins or when using the communal bins.
6. **Service road gate keys** – From the 25th March 2022 all houses will require a Deed of Easement to be eligible to apply for a key to the service road gates.
7. **Gates** must be re-locked after use at all times.
8. **Lights** – residents are encouraged to install energy efficient motion activated lights on their garages. All light emitted must be downwards and not shine light into other properties. The Philips Robin PIR LED light is recommended as it meets these requirements and is in keeping with the character of the Estate.
9. **Fences** bordering the service roads must be kept in a good state of repair.
10. **Bonfires** are not permitted in the service roads.
11. **The HHGERA website** will be used to give further information on all of the above.

## **ANNEX D - DEEDS OF EASEMENT (for gated service roads owned by HHGER Ltd)**

*Guidance notes updated 25 March 2022*

A deed must be signed and lodged with the Land Registry every time a house on the Estate changes hands.

A Deed of Easement formalises the relationship between the owner of a house on the Estate and HHGER Ltd\*, the company which owns the service roads and communal gardens (for which the HHGERA Houses Management Board is the managing agent). It formally grants:

- the right of access to garages and rear gardens via the gated service roads;
- the right to purchase keys to the service road gates;
- the right to purchase a service road skip licence allowing the placement of skips on the service road, and
- the right to place wheelie bins in the service road on the day of collection.

In return the owner agrees to pay a contribution towards the cost of maintenance & repairs (as indicated below) of the relevant service road Zone, the security gates, the communal gardens and legal / administration costs.

### **Service charge and right of way**

The annual service charge covers the costs of the communal gardens maintenance contract, routine maintenance to the gated service roads and the insurance and administration costs of HHGERA and HHGER Ltd. It is set by vote at the HHGERA Houses Management Board Annual General Meeting (AGM) and all residents of houses that have paid the service charge are entitled to vote. The service charge in 2021 was set at £60 per house for the calendar year. The right of way will no longer apply to new owners and they will not be allowed to purchase or hold keys to the gated service road gates unless they sign up to the Deed of Easement. HHGER Ltd requires that when a house is sold, the new owner enters into a Deed of Easement.

### **The Service Roads on the HHGE**

There are seven service roads used by houses residents on the Estate to access their garages and gardens. The five gated service roads are owned by HHGE Residents Ltd., a private limited company, and managed by the HHGERA Houses Management Board. (The other two, for historical reasons, are owned by the Flats management company and are its responsibility.)

### **Skip permits**

A skip permit issued by the HHGERA Houses Management Board is required to place a skip on the gated service roads. Houses purchased after 28th March 2019 will require a Deed of Easement to be eligible to apply for a skip permit. Information on how to apply for a skip permit is available on the HHGERA website.

### **Service road gate keys**

From the 25th March 2022 all houses will require a Deed of Easement to be eligible to apply for a key to the service road gates.

### **Contribution to the cost of capital repairs to the Service Roads**

To ensure that the service roads do not deteriorate any further and are regularly maintained in future, each house owner with a garden and/or a garage which backs onto a service road is



required to pay an equal proportion of the cost of repairs in their Zone as needed. Costs are recovered wherever possible from other sources such as Thames Water. But any balance is then shared between the relevant houses and is payable in addition to the annual service charge contribution. For example, if there are 20 garages on a particular service road they are each expected to pay 1/20th of the cost. A map of the Estate, showing service road gate Zones, is at Annex A2 to the HHGERA Constitution.

### **Contribution to the cost of maintenance of the communal gardens**

The communal gardens are maintained under an annual gardening contract. The cost of this is included in the annual service charge to all Houses – see above.

### **Deed of Covenant**

Once a deed of easement has been registered at the Land Registry it is permanent. Future sales of the house will not need a new deed of easement. However, a deed of covenant is required. A deed of covenant transfers the rights and responsibilities of the original deed of easement to the new owners and releases the previous owner from those responsibilities. The deed of covenant does not need to be registered at the Land Registry.

### **Buying or selling a House**

If you are thinking of buying or selling a house on the Estate, or are in the process of selling your house, please contact HHGERA at [gates@hhgera.com](mailto:gates@hhgera.com) and ensure your solicitor is made aware of this information. The standard deed of easement proforma which also contains the deed of covenant is available on the HHGERA website at [hhgera.com/selling-your-house](http://hhgera.com/selling-your-house).

Your solicitor will need to tell us the property address and the names of the prospective new owners.

We will then: confirm whether a deed of easement has already been registered for this property; inform you if any service charges are outstanding for this property; send your solicitor the completed deed of easement signed by ourselves or the deed of covenant if a deed of easement already exists, and answer any questions (within reason) that you or your solicitor may have about the process.

The buyer's solicitor will then need to: get the deed signed and dated by the new owners; in the case of a deed of easement, register it at the Land Registry against both the house title and the service road title; send us copies of the signed and dated deed and in the case of a deed of easement, copies of both updated Land Registry titles.

Provided this process is completed within 4 weeks of the house sale completion, HHGER Ltd. will make no charge for this. If there are delays in the process and our solicitor has to chase the application the charge is £300. In the case of delays by the Land Registry it is acceptable to send evidence that the application has been made provided this is done within the 4-week period after completion and copies of the updated Land Registry titles are provided as soon as they are available.

\* Hanger Hill Garden Estate Residents Ltd

Company No. 01757836. Reg Office: 187 Princes Gardens West Acton, London W3 0LT