

# Constitution

## The Orchard (Banstead) Residents Association Company Limited

This Constitution governs the use, maintenance, and management of the private road and common areas for the 18 residential properties located along The Orchard, Banstead, SM7 2BP (the "Private Road"), collectively referred to as the "Community." This Constitution is binding upon all property owners and residents, as well as any visitors or guests.

### Definitions

1. **Private Road:** The road providing access to the properties, including all associated infrastructure such as verges, hedges, trees and parking areas.
2. **Common Areas:** All areas owned and maintained collectively by the Community, including but not limited to the Private Road, parking spaces, verges, hedging and trees.
3. **Parking:** Designated spaces for the temporary parking of vehicles belonging to the Residents and visitors.
4. **Maintenance:** The regular upkeep, repair, and improvement of the Private Road and Common Areas, including but not limited to cleaning, landscaping, repair of infrastructure, and clearing of any obstructions.
5. **Committee:** An elected committee will be responsible for managing the day-to-day affairs of the Association
6. **Membership:** Membership is open to all household owners. Each household owner, whether house or bungalow is entitled to one membership.
7. **Residents:** All households or entities that own or live in property within the Community. This definition includes owners and renters.
8. **Articles of Association:** This separate document will outline how the company is managed and operated.

### Ownership and Responsibilities

1. **Ownership of the Private Road and Common Areas:**
  - a. The Private Road and all Common Areas are collectively owned by the Members, with each Household holding an equal share in these areas.
  - b. All Common Areas shall be used in accordance with the terms of this Constitution.

**2. Maintenance Contributions:**

- a. Each Member is required to contribute equally to the cost of maintaining the Private Road and Common Areas, including the parking spaces, verges, hedges and trees.
- b. The amount of contribution shall be determined annually by a vote of the Members.

**3. Parking:**

- a. Parking is designated solely for the use of residents, guests, authorised service personnel and visitors to the Community.
- b. Visitors must park in designated parking spaces and adhere to any rules set by the Members regarding parking duration and use.
- c. The Residents Association holds no responsibility for any damage to vehicles whilst parked in these bays.

**Maintenance of Common Areas**

**1. Maintenance of the Private Road:**

- a. The Private Road shall be kept in good repair and free of debris. This includes ensuring that the road is paved, properly drained, and clear of obstructions.
- b. Regular inspections shall be conducted, and any necessary repairs shall be made promptly, funded by the contributions of the Members.

**2. Maintenance of Verges, Hedges and Trees:**

- a. Verges, hedges and trees along the Private Road shall be regularly maintained, trimmed, and watered to preserve the aesthetic and safety standards of the Community.
- b. Residents shall ensure that no private property or personal items extend into the verges or impede the maintenance of the hedges and trees.

**3. Maintenance of Streetlights**

- a. The two streetlights to be maintained in good working order.

**4. Right of Way Access**

- a. The 3 Rights of Way along the rear of numbers 4-10, 12-14 and 16-18 to be maintained and kept clear at all times for authorised access.

**5. Committee:**

- a. A Committee will be elected annually at an Annual General Meeting (AGM). The Committee will consist of: a Chairperson, Treasurer and Secretary. Other Committee Members can be appointed as deputies as needed.
- b. A Committee will be established to oversee the coordination of maintenance tasks, collection of contributions, and enforcement of the terms of this Constitution.
- c. The Committee shall be responsible for soliciting bids for maintenance services, arranging work, and ensuring that all tasks are completed as required.

**Use and Restrictions**

**1. Use of the Private Road:**

- a. The Private Road shall be used exclusively by Residents, their families, guests, and authorised service personnel.
- b. The road shall not be obstructed by parking, construction, or other activities that impede the normal flow of traffic.

**2. Restrictions on Alterations:**

- a. No Resident may alter or modify any portion of the Common Areas, including the Private Road, parking, verges, hedges or trees, without the approval of the other Members.
- b. This includes any actions that would impede maintenance, damage the infrastructure, or change the appearance of the Common Areas.

**3. Compliance with Local Laws:**

- a. All Residents and their guests must comply with local laws and regulations, including but not limited to traffic laws, environmental regulations, and building codes.

**Dispute Resolution**

**1. Dispute Resolution:**

- a. In the event of a dispute between Residents / Members regarding the terms of this Constitution or any maintenance issues, the matter shall be resolved through mediation or arbitration by a neutral third party agreed upon by both parties.
- b. If disputes cannot be resolved through mediation or arbitration, the matter may be brought before a court of competent jurisdiction.

## **Amendment and Termination**

### **1. Amendment:**

- a. This Constitution may be amended by a majority vote of the Members. Any proposed amendment shall be communicated in writing to all Members at least 14 days prior to the vote.

### **2. Termination:**

- a. This Constitution may be terminated by a unanimous vote of all Members. Upon termination, the responsibilities for the maintenance of the Private Road and Common Areas shall be reassigned according to a new agreement or legal structure.

## **General Provisions**

### **1. Binding Effect:**

- a. This Constitution shall be binding upon all current and future property owners and residents of the Community.

### **2. Indemnity:**

- a. Members agree to indemnify and hold harmless the Community, or any other entity responsible for the maintenance of the Common Areas from any liability arising from the use of the Private Road or Common Areas.

### **3. Duration:**

- a. This Constitution shall remain in force as long as the Private Road and Common Areas are used by the Community, unless amended or terminated as per the General Provisions.

## **Signatures of the Residents:**

[Date]