Welcome to Glebe Court

Dear Resident,

We are not certain whether you have received a Welcome Pack from the Glebe Court Estate (Southampton) Owners Association Ltd. so, on behalf of the Association, welcome to the Court. We hope you will be very happy here.

The Association is proud of the Estate and are anxious to keep it worthy of its founder, Herbert Collins (1885-1975), who not only designed the houses but also planned their beautiful setting. The Estate was designated a Conservation Area in January 1986.

Although you may already have had some, if not all, of the information set out in these, we enclose copies of sets of Explanatory Notes relating to the Company itself and to the estate. It is important that you read through these notes as they may have significant implications for you should you wish to make any alterations to your property.

The Explanatory notes comprise of:

- A modern interpretation showing the intent of the lease
- A summary of Company membership as set out in the "Memorandum and Articles of Association of Glebe Court Estate (Southampton) Owners Association Limited" (available on request or from www.glebecourt.com).
- "Synopsis of Standard Tenants Covenants"; a list of salient points extracted directly from the lease

Please do not hesitate to contact us or any of the Directors of the Company (directors@glebecourt.com) if you have any queries. Further information can also be found on the Glebe Court website, www.glebecourt.com.

Yours faithfully,

The Directors
The Glebe Court Estate (Southampton) Owners Association Limited
6 Glebe Court, Highfield, Southampton, SO17 1RH

THE GLEBE COURT ESTATE, HIGHFIELD, SOUTHAMPTON



History of the Estate and Company

Glebe Court Estate (the "Estate") was developed in the late 1920's by the well-known Southampton architect Herbert Collins. Other "Collins" developments are elsewhere in Highfield and in other parts of Southampton. The Estate comprises some 23 dwelling houses and two blocks of flats arranged around a central green.

Between 1929 and 1931 the properties developed by Mr Collins were sold on long leases, Mr Collins retaining the freehold interest in the Estate. The Glebe Court Estate Residents Association (the "Residents' Association") was eventually formed. Its purpose was to promote the mutual interest in the residents on the Estate and to provide a vehicle for mutual co-operation in maintaining the Estate amenities. Much of what the Association achieved was by way of the voluntary effort and labour of residents.

In December 1973 trustees for the Residents' Association purchased the freehold of the green and the Estate roads, etc, from Mr Collins at a price of £100. In January 1975 Glebe Court Estate (Southampton) Owners Association Ltd ("the Company") was incorporated. This is a company limited by guarantee, the membership of which is restricted to owners of the houses (including flats) on the Estate. A copy of the Memorandum Articles of the Company is available on request.

In May 1975 trustees for the Association conveyed the freehold of the green and the Estate roads to the Company. Mr Collins died on the 21st October 1975. In June 1989 the Company purchased the freehold of the remainder of the Estate from his Executors at the nominal price of £1. The Company's freehold interest in the whole Estate is registered at HM Land Registry under Title Number HP387982.

The Company and the Residents' Association continued to function separately although in close liaison until 1999 when it was considered appropriate to wind up the Residents' Association so that the Company now deals solely with all matters relating to the estate.

The Annual General Meeting of the Company is normally held in March of each year. Other meetings, which may be formal or informal, are held as and when it is considered necessary. Members may requisition a meeting of the Company.

Company administrative details

The present Directors of the Company, who deal with day-to-day affairs, are listed on the Companies House register and are linked on the website (www.glebecourt.com). The number of Directors must not be fewer than three or more than nine. Owners are encouraged to stand as Directors with an aim of maintaining a minimum of six at any one time with regular rotation to ensure a balance of views in matters of the estate.

The Company is now self-managed. All the officers of the Board are voluntary, most being in full-time employment. They are elected by Members and undertake their duties during any free time they may have, so while they will try to give prompt attention to any matters, this may not always be possible.

The Company collects the ground rent payable by house owners. Although formerly these were payable quarterly, the sums payable are small and in practice they are collected annually in arrears. The Company also collects, annually in advance, the maintenance and management charges from each household. The current rate for both ground rent and the annual service charge, can be confirmed by emailing directors@glebecourt.com.

The Company's major items of expenditure are the provision of public liability insurance, the maintenance of the green, the front hedge, and the maintenance of the estate roads. Maintenance charges collected are applied towards the Company's current expenditures and the creation of a reserve against possible future major items of expenditure. The level of maintenance charge is reviewed annually at the Company's General Meeting. Matters of policy and large expenditure are brought annually to the AGM.

The AGM in March 2000 voted to agree that when a referendum of members is called for a major change, 65% in favour (of those voting) would be needed to affect a change. A single vote is allowed per property.

The role of the elected Directors and responsibilities of home owners

In dealing with Company’s affairs the Directors seek:

1. To preserve the character and physical environment of the Estate in accordance with Herbert Collins original design and philosophy, and
2. to preserve and improve the amenities of the Estate for house owners and residents.

The Directors, acting on behalf of the Company, are principally concerned with maintaining the external appearance of Glebe Court and ensuring the internal proportions of the houses are maintained in such a way as to respect the original layout and design concepts.

The Leases of all properties on the Estate are in standard form and, for the benefit of the Estate generally, impose on lessees obligations to keep their property in good and substantial internal and external repair (“Synopsis of Standard Tenants Covenants” points 3 to 5), to gain the previous written consent of the lessor to make any alteration or addition to the property (“Synopsis of Standard Tenants Covenants” point 12), and not to use the property for any purpose other than that of a private dwelling house only (“Synopsis of Standard Tenants Covenants” point 13).

In particular it is not permitted to create rooms in the roof space. This decision has been debated and endorsed by referendum and AGM debate in 2004, AGM debate in 2010, and referendum in 2017.

Any alteration to a property requires consent of the Company. This includes smaller items like charging points for electric cars, satellite dishes and roof aerials for example. No work should be started until that consent, and any statutory permission that may be required, has been obtained.

A minor change may only require an email to the Directors setting out the details, but a significant alteration or addition to the property will require detailed architectural drawings to be submitted (not merely builders working plans). These drawings must show the present and proposed plans and elevations in relation to the whole property and those adjacent to it. Full details will be required of brickwork, windows and doors etc., as well as specifications for all materials to be used. It is necessary for all construction work to harmonise with the original buildings.

"Off the peg" windows and doors are not acceptable, excepting roof lights, which may be fitted (following a referendum in 2017) in order to provide light in the roof space. Roof light installation must be approved by the Company. A maximum of two roof lights per property will be allowed. Roof lights should be positioned with due consideration of alignment with any rooflights on surrounding properties and should not be positioned closer than 60cm from each other. They must not exceed 66cm wide by 118cm high and should be chosen with a painted wood finish. Further guidance can be given by emailing directors@glebecourt.com.

In addition to the requirements of the lease, **Glebe Court has been part of the “Uplands Estate (Highfield) Conservation Area” since 1986**, and as such is subject to additional planning control. Southampton City Council provide a booklet “Design Guidance for the Uplands Estate (Highfield) Conservation Area” setting out areas which are brought within planning control by the conservation Order, summarised here:

- An alteration of a dwellinghouse on its front or side elevation
- Alterations to the roof of a dwellinghouse on its front or side elevation
- The addition of porches on the front and side elevation
- The construction of swimming and other pools within the curtilage of the dwellinghouse
- The placing of outbuildings and enclosures within the curtilage of the dwellinghouse
- Satellite antenna/dishes

The booklet (available from www.glebecourt.com) is also a useful first point of reference when considering alterations with respect to both council approval and Company approval.

Generally each house owner is expected to keep their property in good repair, using approved colours and materials for the external decoration (approved paint colours are detailed in the planning section of www.glebecourt.com). Care of gardens is particularly important because each property contributes to the general appearance of the Estate.

Under the terms of their leases house owners are also obliged to maintain the footpaths, the road, and things used in common on the estate (synopsis points 14 and 18). In practice the Company now deals with these matters although Members are encouraged to take an active part in working parties in order to keep maintenance charges as low as possible.

It is expected that residents and their visitors will avoid parking directly outside another householder's property without permission, or parking in such a way as to cause inconvenience to any householders wishing to gain access to their own driveway or entrance. Visitors (including contractors) should be encouraged to park adjacent to the green or in Highfield Lane. It is important both residents and their visitors observe the no-parking areas of the court. These areas must be kept free to allow access for bin collections, larger delivery trucks and emergency vehicles.

The road is narrow in places and in view of this, and in order to maintain the general appearance and character of the Court, trailers, high sided vehicles (vehicles exceeding 1.9m in height), caravans, or boats are not permitted in the communal areas and should not be left in front of houses or on the road.

Residents, including children, are welcome to use the green for recreational purposes. However, care should be taken to ensure the green or hedge is not unduly damaged and consideration should be given to adjacent vehicles and properties. Please be considerate in terms of noise and the time of day so not to disturb residents.

If residents want to use the green for a large gathering and/or an event where an events company, event equipment hire services, loud music or large party equipment is to be used, then formal approval must be sought from the Directors, at least 2 weeks in advance of the event. In many of these cases, proof of specialist insurance cover must be provided for the application to be considered.

THE GLEBE COURT ESTATE (SOUTHAMPTON) OWNERS ASSOCIATION LTD

Membership

The Company is limited by guarantee and does not have a share capital. Members of the Company are not shareholders. They guarantee its liabilities in the event of it being wound up.

Paragraph 5 of the Company's Memorandum of Association is in the following terms:

"Every member of the Association undertakes to contribute to the assets of the Association, in the event of the same being wound up while he is a member, or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and other costs, charges and expenses during winding up, and for the adjustment of the rights of contributories among themselves, such amount as may be required not exceeding £10."

Membership of the Company is limited to the “House Owners”, that is persons owning a house or flat forming part of the Glebe Court Estate. Members cease to be members of the Company only when:

3. 1. they cease to be House Owners and
4. 2. their successors in title become members of the Company in their place.

Only members of the Company are entitled to receive notice of, and to attend and vote at meetings of the Company. Only members of the Company are eligible for appointment as a member of the Council of the Company (i.e. to be directors). The purchase of a property at Glebe Court automatically includes membership of the Company.

Synopsis of Standard Tenants Covenants

1. To pay lease rent

2. To pay all necessary maintenance charges

3. To maintain the property

4. To paint the exterior of the property every third year (colour not to be varied without the Lessor’s consent)

5. To decorate the interior every seventh year

6. To give up possession of the property on expiry of the lease term

7. To permit the Lessor to view and to make a schedule of want of repair and decoration

8. To carry out work specified in any such schedule within three months of receiving the same

9. To permit the Lessor or Lessees of other properties to enter the property for the purpose of maintaining etc. drains and other common services

10. To insure the property with an approved insurer

11. To reinstate the property in the event of its destruction or damage by fire etc and to restore the same to a habitable state to the satisfaction of the Lessor

12. Not make any alteration or addition to the property, not cut etc. any of the timbers, roofs, walls, foundations etc., not to erect any additional building, wall, fence or erection on the property, not to dig any gravel, clay or sand and not transplant or injure any tree or shrub

13. Not without the previous consent in writing of the Lessor to use the property:
• For any trade, business or profession
• For any purpose other than that of a private dwelling house

14. To keep the footpaths adjoining the land and the adjacent roadway (to the centre) in good repair, order and condition

15. Not obstruct or deposit materials on the road or footpath

16. Not fix or place any operative machinery on the property

17. Not to keep or use on the property anything or do anything which may be or become dangerous or hazardous, noxious, noisy, offensive or be a disturbance or annoyance to the Lessor or the occupier of neighbouring or adjoining premises

18. To contribute and pay a fair proportion of the expenses of maintaining etc. all ways, roads, pavements, curbs, footpaths, fences, party walls, sewers, drains, and other things used in common by the Lessee and the occupier of any adjoining or other premises

19. To observe and perform the requirements of the Building Acts for the time being in force and to do anything required to comply therewith

20. To register with the solicitor for the time being of the Lessor within one calendar month of any assignment, transfer, underlease, or assignment of underlease, legal charge, or devolution by death or otherwise of the property

21. Not in the last seven years of the term to part with possession of the premises or any part thereof without the previous licence in writing of the Lessor

N.B. This is an outline of the Lessee's covenants contained in the standard estate leases. The provisions have been simplified and reduced, and should not therefore be relied upon as a conclusive statement as to the Lessee's obligations, for which reference should be made to the appropriate lease.

Thank You

Thank you for taking the time to read this important document regarding living in Glebe Court. If you have any questions, you can email the directors at directors@glebecourt.com.