

FILE COPY



**CERTIFICATE OF INCORPORATION
OF A PRIVATE LIMITED COMPANY**

Company No. 5058412

The Registrar of Companies for England and Wales hereby certifies that
NEWCROFT GARDENS MANAGEMENT COMPANY LIMITED

is this day incorporated under the Companies Act 1985 as a private
company and that the company is limited.

Given at Companies House, Cardiff, the 27th February 2004



N05058412C



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House
— for the record —

Package: 'Laserform'
by Laserform International Ltd.

Please complete in typescript,
or in bold black capitals.

CHFP025

Declaration on application for registration

Company Name in full

Newcroft Gardens Management Company Limited

I,

Robert Collier

of

Orchard Court, Orchard Lane, Bristol BS1 5WS

† Please delete as appropriate.

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company] ~~person named as director or secretary of the company in the statement delivered to the Registrar under the Companies Act 1985~~† and that all the requirements of the Companies Act 1985 in respect of the registration of the above company and of matters precedent and incidental to it have been complied with.

And I make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

Declarant's signature

RCollier

Declared at

35 COLSTON AVENUE, BRISTOL

On

Day	Month	Year
2	4	02

2	0	0	4
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● Please print name.

before me ●

VIRGINIA LODGER, BEVAN ASHTED

Signed

[Signature]

Date

24.2.04

† A ~~Company Secretary~~ or Solicitor

Please give the name, address, telephone number and, if available, a DX number and Exchange of the person Companies House should contact if there is any query.

Veale Wasbrough
Orchard Court, Orchard Lane, Bristol, BS1 5WS

Tel 0117 925 2020
DX number DX 7831 DX exchange Bristol

When you have completed and signed the form please send it to the Registrar of Companies at:
Companies House, Crown Way, Cardiff, CF14 3UZ DX 33050 Cardiff
for companies registered in England and Wales
or
Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**



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Package: 'Laserform'
by Laserform International Ltd.

Please complete in typescript,
or in bold black capitals.

CHFP025

Notes on completion appear on final page

First directors and secretary and intended situation of registered office

[Empty box]

Company Name in full

Newcroft Gardens Management Company Limited

Proposed Registered Office

(PO Box numbers only, are not acceptable)

Orchard Court

Orchard Lane

Post town

Bristol

County / Region

[Empty box]

Postcode

BS1 5WS

If the memorandum is delivered by an agent for the subscriber(s) of the memorandum mark the box opposite and give the agent's name and address.

Agent's Name

Veale Wasbrough

Address

Orchard Court

Orchard Lane

Post town

Bristol

County / Region

[Empty box]

Postcode

BS1 5WS

Number of continuation sheets attached

You do not have to give any contact information in the box opposite but if you do, it will help Companies House to contact you if there is a query on the form. The contact information that you give will be visible to searchers of the public record.

Veale Wasbrough
Orchard Court, Orchard Lane, Bristol, BS1 5WS

Tel 0117 925 2020
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Companies House, 37 Castle Terrace, Edinburgh, EH1 2EB
for companies registered in Scotland **DX 235 Edinburgh**

Barcode with text: A07 *A0BL6XR* 0245 COMPANIES HOUSE Laserform International Ltd 26/02/04

Company Secretary (see notes 1-5)

Company name

NAME *Style / Title *Honours etc

* Voluntary details

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

Post town

County / Region Postcode

Country

I consent to act as secretary of the company named on page 1

Consent signature Date

Directors (see notes 1-5)

Please list directors in alphabetical order

For and on behalf of Velocity Company Secretarial Services Limited

NAME *Style / Title *Honours etc

Forename(s)

Surname

Previous forename(s)

Previous surname(s)

†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.

Address ††

Post town

County / Region Postcode

Country

Date of birth

Day	Month	Year
<input type="text"/>	<input type="text"/>	<input type="text"/>

 Nationality

Business occupation

Other directorships

I consent to act as director of the company named on page 1

Consent signature Date

For and on behalf of Velocity Company (Holdings) Limited

Directors

(see notes 1-5)

Please list directors' in alphabetical order

NAME	*Style / Title	<input type="text"/>	*Honours etc	<input type="text"/>
* Voluntary details	Forename(s)	<input type="text"/>		
	Surname	<input type="text"/>		
	Previous forename(s)	<input type="text"/>		
	Previous surname(s)	<input type="text"/>		
†† Tick this box if the address shown is a service address for the beneficiary of a Confidentiality Order granted under section 723B of the Companies Act 1985 otherwise, give your usual residential address. In the case of a corporation or Scottish firm, give the registered or principal office address.	Address ††	<input type="checkbox"/>		
	Post town	<input type="text"/>		
	County / Region	<input type="text"/>	Postcode	<input type="text"/>
	Country	<input type="text"/>		
	Date of birth	Day <input type="text"/> Month <input type="text"/> Year <input type="text"/>	Nationality	<input type="text"/>
Business occupation	<input type="text"/>			
Other directorships	<input type="text"/>			
	<input type="text"/>			
	I consent to act as director of the company named on page 1			
Consent signature	<input type="text"/>		Date	<input type="text"/>

This section must be signed by

Either

an agent on behalf of all subscribers Or the subscribers (i.e those who signed as members on the memorandum of association).	Signed	<input type="text" value="Venke Washbrook"/>	Date	<input type="text" value="24/2/04"/>
	Signed	<input type="text"/>	Date	<input type="text"/>
	Signed	<input type="text"/>	Date	<input type="text"/>
	Signed	<input type="text"/>	Date	<input type="text"/>
	Signed	<input type="text"/>	Date	<input type="text"/>
	Signed	<input type="text"/>	Date	<input type="text"/>

Notes

1. Show for an individual the full forename(s) NOT INITIALS and surname together with any previous forename(s) or surname(s).

If the director or secretary is a corporation or Scottish firm - show the corporate or firm name on the surname line.

Give previous forename(s) or surname(s) except that:

- for a married woman, the name by which she was known before marriage need not be given,
- names not used since the age of 18 or for at least 20 years need not be given.

A peer, or an individual known by a title, may state the title instead of or in addition to the forename(s) and surname and need not give the name by which that person was known before he or she adopted the title or succeeded to it.

Address:

Give the usual residential address.

In the case of a corporation or Scottish firm give the registered or principal office.

Subscribers:

The form must be signed personally either by the subscriber(s) or by a person or persons authorised to sign on behalf of the subscriber(s).

2. Directors known by another description:

- A director includes any person who occupies that position even if called by a different name, for example, governor, member of council.

3. Directors details:

- Show for each individual director the director's date of birth, business occupation and nationality.
The date of birth must be given for every individual director.

4. Other directorships:

- Give the name of every company of which the person concerned is a director or has been a director at any time in the past 5 years. You may exclude a company which either **is** or at **all times during the past 5 years**, when the person was a director, **was** :
 - dormant,
 - a parent company which wholly owned the company making the return,
 - a wholly owned subsidiary of the company making the return, or
 - another wholly owned subsidiary of the same parent company.

If there is insufficient space on the form for other directorships you may use a separate sheet of paper, which should include the company's number and the full name of the director.

5. Use Form 10 continuation sheets or photocopies of page 2 to provide details of joint secretaries or additional directors.

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THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

OF

NEWCROFT GARDENS MANAGEMENT COMPANY LIMITED

1. The name of the Company is "Newcroft Gardens Management Company Limited".
2. The Registered Office of the Company will be situate in England and Wales.
3. The objects for which the Company is established are:-
 - (A) (i) To manage and administer the communal areas at Newcroft Gardens, Calne, Wiltshire within Land Registry title number WT148361 in particular but not limited to the four Courtyards and communal parking areas within the development and serving plots 25 - 121 or such other properties as the Company may by special resolution determine (hereinafter called "the Estate") and any other land, buildings and real property, either on its own account or as trustee, agent or nominee of any other company or person.
 - (ii) To acquire and deal with and take options over any property, real or personal, including the Estate, and any rights or privileges of any kind over or in respect of any property, and to improve, lease, sell, develop, accept, surrender or dispose of or otherwise deal with all or any part of such property and any and all rights of the Company therein or thereto.
 - (iii) To collect all rents, charges and other income and to pay any rates, taxes, levies, duties, charges, assessments or other outgoings of whatsoever nature charged, assessed or imposed on or in respect of the Estate or any part thereof.
 - (iv) To insure the Estate or any other property of the Company or in which it has an interest against such risks as may be considered prudent or necessary, and to insure the Company against public liability and any other risks which it may consider prudent or desirable to insure against.
 - (v) To establish and maintain capital reserves, management funds and any form of sinking fund in order to pay or contribute towards all fees, costs and other expenses incurred in the implementation of the Company's objects and to require the members of the Company to

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contribute towards such reserves or funds at such times, in such amounts and in such manner as the Company may think fit and to invest and deal in and with such moneys not immediately required in such manner as may from time to time be determined.

- (vi) To provide services of every description in relation to the Estate and to maintain, repair, re-paint, clean, redecorate, construct, renew, alter and add to the Estate and to arrange for the supply to it of services and amenities and the maintenance of the same and the cultivation, maintenance, landscaping and planting of any land, gardens and grounds comprised in the Estate, and to enter into contracts with builders, tenants, contractors and others and to employ appropriate staff and managing or other agents whatsoever in relation thereto.
- (B) To carry on in any part of the world any other business or trade whatsoever which may seem to the Board of Directors for the time being of the Company capable of being conducted directly or indirectly for the benefit of the Company
- (C) To invest and deal with the moneys of the Company which are not immediately required in such manner as may from time to time be determined and to hold or otherwise deal with any investments made.
- (D) To lend and advance money or give credit on any terms and with or without security to any person, firm or company, to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company.
- (E) To borrow money and to secure by mortgage, charge or lien upon the whole or any part of the Company's property or assets (whether present or future) the discharge by the Company or any other person of any obligation or liability.
- (F) To guarantee the performance of any obligation by any person whatsoever and to give such indemnity as may seem expedient.
- (G) To draw, make, endorse, accept, negotiate, discount, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures, and other negotiable or transferable instruments.
- (H) To improve, manage, repair, construct, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant options, licences, rights and privileges in respect of, or otherwise deal with all or any part of the property and rights of the Company.
- (I) To enter into any arrangements with any government or authority (municipal, supreme, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them, and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the

Company may think desirable and to carry out, exercise, and comply with any such charters, decrees, rights, privileges and concessions.

- (J) To establish and maintain, or procure the establishment and maintenance of, any non-contributory or contributory pension or superannuation funds for the benefit of, and to give or procure the giving of donations, gratuities, pensions, allowances or emoluments to, any persons who are or were at any time Directors or officers of or in the employment or service of the Company or of any company which is a subsidiary of the Company or is allied to or associated with the Company or any such subsidiary or of any company which is a predecessor in business of the Company or of any such other company as aforesaid, and the wives, widows, families and dependants of any such persons, and to make payments for or towards the insurance of any such persons as aforesaid.
- (K) To distribute any of the Company's property among the members.
- (L) To pay out of the funds of the Company all or any expenses incurred in connection with the promotion, formation and incorporation of the Company, or to contract with any person, firm or company to pay the same.
- (M) To purchase and maintain insurance for or for the benefit of any persons who are or were at any time directors, officers, employees or auditors of the Company or of any other company which is its holding company or in which the Company or such holding company or any of the predecessors of the Company or of such holding company has any interest whether direct or indirect or which is in any way allied to or associated with the Company or of any subsidiary undertaking of the Company or of any such other company, or who are or were at any time trustees of any pension fund in which any employees of the Company or of any such other company or subsidiary undertaking are interested, including (without prejudice to the generality of the foregoing) insurance against any liability incurred by such persons in respect of any act or omission in the actual or purported execution and/or discharge of their duties and/or in the exercise or purported exercise of their powers and/or otherwise in relation to their duties, powers or offices in relation to the Company or any such other company, subsidiary undertaking or pension fund and, to such extent as may be permitted by law, otherwise to indemnify or to exempt any such person against or from any such liability. For the purposes of this subclause "holding company" and "subsidiary undertaking" shall have the same meanings as in the Companies Act 1985 as amended by the Companies Act 1989.
- (N) To make by-laws, rules and regulations with regard to the affairs or the management of the Company.
- (O) To do all or any of the above things in any part of the world and either as principal, agent, trustee, contractor or otherwise, either alone or in conjunction with others and by or through agents, trustees, brokers, sub-contractors or otherwise.

- (P) To do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects or any of them.

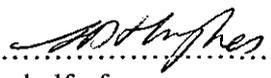
AND so that:-

- (1) None of the objects set forth in any paragraph of this clause shall be restrictively construed but the widest interpretation shall be given to each such object, and none of such objects shall, except where the context expressly so requires, be in any way limited or restricted by reference to or inference from any other object or objects set forth in such paragraph, or by reference to or inference from the terms of any other paragraph of this clause, or by reference to or inference from the name of the Company.
 - (2) None of the paragraphs of this clause and none of the objects therein specified shall be deemed subsidiary or ancillary to any of the objects specified in any other such paragraph, and the Company shall have as full a power to exercise each and every one of the objects specified in each paragraph of this clause as though each such paragraph contained the objects of a separate Company.
 - (3) The word "company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body of persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere.
 - (4) In this clause the expression "the Act" means the Companies Act 1985, but so that any reference in this clause to any provision of the Act shall be deemed to include a reference to any statutory modification or re-enactment of that provision for the time being in force.
4. The liability of the members is limited.
5. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company's assets if it should be wound up while he is a member, or within one year after he ceases to be a member, for payment of the Company's debts and liabilities contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

The subscriber to this memorandum of association wishes to be formed into a Company pursuant to this memorandum.

NAME ADDRESS AND DESCRIPTION OF SUBSCRIBER

Name: Velocity Company (Holdings Limited
Address: Orchard Court
Orchard Lane
Bristol
BS1 5WS

Signed.....
For and on behalf of
Velocity Company (Holdings) Limited

Witness to the above signature:-

Signed.....
.....

Name: *ROBBIE CHESTERMAN*
Address: *FLAT 6, 156 REDLAND ROAD, BRISTOL BS6 67D*

DATED this *2~~4~~* day of February 2004.

THE COMPANIES ACT 1985

COMPANY LIMITED BY GUARANTEE
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of

NEWCROFT GARDENS MANAGEMENT COMPANY LIMITED

PRELIMINARY

1. (a) Subject as hereinafter provided, the Regulations contained in Table A in the Schedule to the Companies (Tables A to F) Regulations 1985 as amended by the Companies (Tables A to F) (Amendment) Regulations 1985 and the Electronic Communications Act 2000 (such Table being hereinafter called "Table A") shall apply to the Company save where they conflict with or are modified by these Articles shall be the regulations of the Company.
- (b) The following Regulations in Table A shall not apply to the Company:

Regulation 1 the definition of "the holder" is omitted.
2 to 35, 38,
40, 41, 44, 46(d),
54, 55, 57, 59,
64,
73 - 81, 87,
The words "of any class of shares or" shall be omitted from Regulation 83.
94 - 97,
100, 102 to 108, 110 to 118
(all numbers inclusive).

INTERPRETATION

2. In these Articles:-

"the Act" means the Companies Act 1985, including any statutory modification or re-enactment thereof for the time being in force;

"Courtyards" means the four courtyards and visitor car parking spaces together serving the development at Newcroft Gardens, Calne, Wiltshire the freehold of which it is intended will be vested in the Company and each separate Courtyard shall be described as Courtyard 1, Courtyard 2, Courtyard 3 and Courtyard 4 respectively.

"the Estate" shall have the meaning assigned to it in the Memorandum of Association but shall also include any other land, building or premises for the time being also owned and/or managed or administered by the Company;

"Dwelling" means any dwelling comprised in the Estate and not administered by the Company;

"Dwelling holder" means the person or persons to whom a lease or tenancy of a Dwelling has been granted or assigned or who holds the freehold of a Dwelling and whenever two or more persons are for the time being Dwellingholders of a Dwelling they shall for all purposes of these Articles be deemed to constitute one Dwellingholder.

MEMBERS

3. There shall be four classes of membership:

(i) A Members

A Members shall be the Dwellingholders of Plots 25 - 49 and shall only be concerned with matters relating to Courtyard 1.

(ii) B Members

B Members shall be the Dwellingholders of Plots 50 - 74 and shall only be concerned with matters relating to Courtyard 2.

(iii) C Members

C Members shall be the Dwellingholders of Plots 75 - 96 and shall only be concerned with matters relating to Courtyard 3.

(iv) D Members

D Members shall be the Dwellingholders of Plots 97 - 121 and shall only be concerned with matters relating to Courtyard 4 including any pathways owned by the Company in relation to that Courtyard.

All members of the Company together are referred to as "Members" in these Articles.

4. (a) The subscriber to the Memorandum of Association, as sole member, shall be entitled to vote on all matters as provided in **Article 15** despite not being a Dwellingholder.

(b) The subscriber may nominate any person to succeed it as a Member of the Company and any person so nominated shall have the same power to nominate a person to succeed him as if he had been a subscriber. Such person as sole Member shall be entitled to vote on all matters as provided in **Article 15** despite not being a Dwellingholder..

- (c) Save as aforesaid, no person shall be admitted as a Member of the Company other than a Dwellingholder.
 - (d) The Company must accept as a Member every person who is or who shall become entitled to be admitted as a Member and shall have complied with either of the signature provisions set out in **Article 6**.
5. The subscriber to the Memorandum of Association or any person nominated to be a member under **Article 4** shall, if not himself a Dwellingholder, cease to be a Member as soon as all the Dwellings have been sold and the Dwellingholders for all the Dwellings have become Members or, if earlier, shall cease to be a Member upon giving notice in writing to the Company.
 6. Every Member of the Company, other than the subscriber to the Memorandum of Association, shall either sign a written consent to become a Member or sign the Register of Members on becoming a Member. They shall also execute a Service Charge Deed of Covenant if requested by the Company. Where two or more persons jointly are a Dwellingholder, each shall so comply and they shall together constitute one Member. The person whose name first appears in the Register of Members shall exercise the voting and other powers vested in such Member.
 7. A Dwellingholder shall cease to be a Member on the registration as a Member of the successor to his Dwelling. A Dwellingholder shall not resign as a Member while holding, whether alone or jointly with others, a legal estate in any Dwelling.
 8. The trustee in bankruptcy of any Member adjudged bankrupt or the personal representative of any deceased Member shall be entitled to become a Member of the same class if at the time of his application for membership he is a Dwellingholder.

GENERAL MEETINGS AND RESOLUTIONS

9. (a) An annual general meeting and an extraordinary general meeting called for the passing of a special resolution or a resolution appointing a Member as a Director shall be called by at least 21 clear days notice in writing. All other extraordinary general meetings shall be called by at least 14 clear days notice but a general meeting may be called by shorter notice if it is so agreed:-
 - (i) in the case of an annual general meeting, by all the Members entitled to attend and vote thereat; and
 - (ii) in the case of any other general meeting, by a majority in number of the Members having a right to attend and vote, being a majority together holding not less than 95% of the total voting rights at the meeting or class meeting of all the Members (subject to the provisions of the Act).
- (b) Any Member of the Company entitled to attend and vote at a general meeting shall be entitled to appoint another Member as his proxy to attend and vote instead of him and any proxy so appointed shall have the same right as the

Member to speak at the meeting. Every notice convening a general meeting shall comply with the provisions of Section 372(3) of the Act as to giving information to Members in regard to their right to appoint proxies.

10. Annual General Meetings

- (a) An annual general meeting is a meeting of all Members of the Company of every class.
- (b) The notice of meeting shall specify the time and place of the meeting and the general nature of the business to be transacted and shall specify the meeting as an annual general meeting.
- (c) The notice shall be given to all the Members of the Company and to the auditors (if any) and to every person, being a legal personal representative or a trustee in bankruptcy of a Member where the Member, but for his death or bankruptcy, would be entitled to receive notice of the meeting.

11. Members Class meetings

- (a) Each different class of membership may call an Extraordinary General Meeting whenever required specifically for their class of membership.
- (b) The notice of a class meeting of Members need only be given to that class of Members and to every person, being a legal personal representative or a trustee in bankruptcy of a Member where the Member, but for his death or bankruptcy, would be entitled to receive notice of the meeting.

12. No business shall be transacted at any meeting unless a quorum is present. The quorum shall be fixed by the Members in general meeting and unless so fixed at any other number shall be two for each class as follows:-

- (a) Two A Members shall be present at all annual general meetings and for all class A Members meetings relating to Courtyard 1 only;
- (b) Two B Members shall be present at all annual general meetings and for all class B Members meetings relating to Courtyard 2 only;
- (c) Two C Members shall be present at all annual general meetings and for all class C Members meetings relating to Courtyard 3 only; and
- (d) Two D Members shall be present at all annual general meetings and for all class D Members meetings relating to Courtyard 4 only

Alternatively a proxy for any such Member or a duly authorised representative of any such Member being a corporation, may be part of the quorum.

13. If a quorum is not present within half an hour from the time appointed for a general meeting the general meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day, time and place as the Directors may

determine; and if at the adjourned general meeting a quorum is not present within half an hour from the time appointed therefor such adjourned general meeting shall be dissolved.

VOTES OF MEMBERS

14. (a) Every Member present in person or by proxy at a general meeting shall have one vote. PROVIDED THAT for such period when no Dwellingholder exists in respect of any Dwelling, or before all the Members have been appointed, the subscriber member or a Member nominated under Article 4(b), being a sole member shall have one vote in respect of each class of Members and shall be a quorum on his own.
- (b) Where a Member of the Company is a Dwellingholder of more than one Dwelling, he shall be deemed to be a Member in respect of each of his Dwellings individually. He shall therefore have one vote for each Dwelling and consequently may have votes in respect of different classes of Membership. His rights to vote as Member and Director in respect of each Dwelling shall be adjusted accordingly.

SINGLE MEMBER

15. If, and for so long as, the Company has only one Member being either one Dwellingholder for all Dwellings or the subscriber to the Memorandum of Association, the following provisions shall apply:
 - (a) One person entitled to vote on the business to be transacted at a general meeting being the sole member of the Company or a proxy for that member or (if such member is a corporation) a duly authorised representative of such member, shall be a quorum.
 - (b) The sole member of the Company (or the proxy or authorised representative of the sole member representing that member) shall be the Chairman of any general meeting of the Company and regulation 42 of Table A shall be modified accordingly.
 - (c) A proxy for the sole member of the Company may vote on a show of hands.
 - (d) All other provisions of these Articles shall (in the absence of any express provision to the contrary) apply with such modification as may be necessary in relation to a company which has only one member.

APPOINTMENT OF DIRECTORS

16. (a) The minimum number of the Directors for each class of membership may be determined from time to time by ordinary resolution of the relevant class meeting of the Company. Subject to and in the absence of any such determination the minimum number of Directors for each class shall be two, being two A Directors, two B Directors, two C Directors or two D Directors

respectively. There shall at all times be a total maximum number of Directors equal to the total number of Dwellings.

- (b) The Directors shall not be required to retire by rotation.
- (c) Save for the persons who are deemed to have been appointed as the first Directors of the Company on incorporation pursuant to Section 13(5) of the Act and also to subclause (f) below, only a person who is a Member (or one only of joint Members) of the Company shall in any circumstances be eligible to hold office as a Director.
- (d) Each class of Member shall only appoint a Director of the same class and each class of Director shall only be entitled to vote on matters specifically concerning their particular Courtyard as follows:
 - (i) A Directors

A Directors shall be A Members and Dwellingholders of Plots 25 - 49, they shall only be concerned with matters relating to Courtyard 1.
 - (ii) B Directors

B Directors shall be B Members and Dwellingholders of Plots 50 - 74, they shall only be concerned with matters relating to Courtyard 2.
 - (iii) C Directors

C Directors shall be C Members and Dwellingholders of Plots 75 - 96, they shall only be concerned with matters relating to Courtyard 3.
 - (iv) D Directors

D Directors shall be D Members and Dwellingholders of Plots 97 - 121, they shall only be concerned with matters relating to Courtyard 4 including any communal pathways owned by the Company in relation to that Courtyard.

They shall together be referred to as Directors in these Articles.

- (e) Where a Member of the Company is a corporation, it may appoint a duly authorised person (who may not himself be a Member) as a Director on its behalf, in which case these Articles shall be construed accordingly.
- (f) The Directors or the Company in general meeting may appoint any Member who is willing to act to be a Director, either to fill a vacancy or as an additional Director PROVIDED THAT the appointment does not cause the number of Directors to exceed any number determined in accordance with paragraph (a) above as the maximum number of Directors of that class and for the time being in force.

PROCEEDINGS OF DIRECTORS

17. A Director may vote, at any class meeting of the Directors or of any committee of the Directors, on any resolution, notwithstanding that it in any way concerns or relates to a matter in which he has, directly or indirectly, any kind of interest whatsoever, and if he shall vote on any such resolution as aforesaid his vote shall be counted; and in relation to any such resolution as aforesaid he shall (whether or not he shall vote on the same) be taken into account in calculating the quorum present at the meeting.

DISQUALIFICATION OF DIRECTORS

18. (a) The office of a Director shall be vacated if:-
- (i) he ceases to be a Member of the Company; or
 - (ii) he becomes incapable by reason of illness or injury of managing and administering his property and affairs; or
 - (iii) he resigns his office by notice to the Company; or
 - (iv) he ceases to be a director by virtue of any provision of the Act or he becomes prohibited by law from being a director; or
 - (v) he shall for more than six consecutive meetings have been absent without permission of the Directors and the Directors resolve that his office be vacated.
- (b) If a corporation is a member of the Company it may alter its duly authorised representative appointed in accordance with Article 13(d) by notice in writing to the Directors.
- (c) If a person is a Member of more than one class but disposes of one or more of his Dwellings still being a Dwellingholder of at least one, he shall retain his office as Director but his votes will be adjusted to take account of the remaining Dwelling(s) only.
- (d) The persons who are deemed to have been appointed as the first Directors of the Company pursuant to Section 13(5) of the Act by the subscriber to the Memorandum of Association, shall resign as Directors as soon as all the Dwellingholders have become Members of the Company and have appointed new Directors from their membership.

ALTERNATE DIRECTORS

19. (a) Only a person who is a Member of the Company shall be capable of being appointed an alternate Director. Regulation 65 of Table A shall be modified accordingly.
- (b) An alternate Director shall not be entitled as such to receive any remuneration from the Company, save that he may be paid by the Company such part (if any) of the remuneration otherwise payable to his appointor as such appointor

may by notice in writing to the Company from time to time direct, and the first sentence of Regulation 66 of Table A shall be modified accordingly.

- (c) A Director, or any other member approved by resolution of the Directors and willing to act, may act as an alternate Director to represent more than one Director, and an alternate Director shall be entitled at any meeting of the Directors or of any committee of the Directors to one vote (if any) as a Director, but he shall count as only one for the purpose of determining whether a quorum is present.

BORROWING POWERS

- 20. The Directors may exercise all the powers of the Company to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking and property or any part thereof, and to issue debentures, whether outright or as security for any debt, liability or obligation of the Company or of any third party.

GRATUITIES AND PENSIONS

- 21. The Directors may exercise the powers of the Company conferred by Clause 3(j) of the Memorandum of Association of the Company and shall be entitled to retain any benefits received by them or any of them by reason of the exercise of any such powers.

MINUTES

- 22. The Directors shall cause minutes to be made in books kept for the purpose:-
 - (a) of all appointments of officers made by the Directors; and
 - (b) of all proceedings at meetings of the Company and of the Directors, and of committees of Directors, including the names of the Directors present at each such meeting.
 - (c) of all decisions taken by a sole Director or Member.

NOTICES

- 23. Any notice to be given to or by any person pursuant to the Articles (other than a notice calling a meeting of the Directors) shall be in writing or shall be given using electronic communications to an address for the time being notified for that purpose to the person giving the notice. In this regulation "address" in relation to electronic communications, includes any number or address used for the purposes of such communications.

24. The company may give any notice to a Member either personally or by sending it by post in a prepaid envelope addressed to the Member at his registered address or by leaving it at that address or by giving it using electronic communications to an address for the time being notified to the company by the Member. A Member whose registered address is not within the United Kingdom and who gives to the Company an address within the United Kingdom at which notices may be given to him or an address to which notices may be sent using electronic communications shall be entitled to have notices given to him at that address, but otherwise no such Member shall be entitled to receive any notice from the Company. In this regulation and the next, "address" in relation to electronic communications includes any number or address used for the purposes of such communications.
25. A member present, either in person or by proxy, at any meeting of the company shall be deemed to have received notice of the meeting and, where requisite, of the purposes for which it was called.
26. Proof that an envelope containing a notice was properly addressed, prepaid and posted shall be conclusive evidence that the notice was given. Proof that a notice contained in an electronic communication was sent in accordance with guidance issued by the Institute of Chartered Secretaries and Administrators shall be conclusive evidence that the notice was given. A notice shall be deemed to be given at the expiration of 48 hours after the envelope containing it was posted or, in the case of a notice contained in an electronic communication, at the expiration of 48 hours after the time it was sent..

INDEMNITY

27. (a) Every director or other officer of the Company shall be indemnified out of the assets of the Company against all losses or liabilities which he may sustain or incur in or about the execution of the duties of his office or otherwise in relation thereto, including any liability incurred by him in defending any proceedings whether civil or criminal, in which judgement is given in his favour or in which he is acquitted or in connection with any application under Section 144 or Section 727 of the Companies Act 1985, in which relief is granted to him by the Court, and no Director or other officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his office or in relation thereto. But this Article shall only have effect in so far as its provisions are not avoided by Section 310 of the Companies Act 1985.
- (b) The Directors shall have power to purchase and maintain for any Director, officer or Auditor of the Company insurance against such liability as is referred to in Section 310 (1) of the Act.

RULES OR BYELAWS

28. The Directors may from time to time make such Rules or Byelaws as they may deem necessary or expedient or convenient for the proper conduct and management of the Company and for the purposes of prescribing the classes of and conditions of membership, and in particular but without prejudice to the generality of the foregoing, they shall by such Rules or Byelaws regulate:

- (a) the classification of different members of the Company, the rights and privileges of such members and the levels of any maintenance charges, subscriptions and other fees, charges, contributions or payments to be made by members;
- (b) the conduct of members of the Company in relation to one another, and to the Company and to the Company's servants or agents;
- (c) the setting aside of the whole or any part or parts of the Estate at any particular time or time or for a particular purpose or purposes;
- (d) the procedure at general meetings and meetings of the Directors and committees of the Directors of the Company insofar as such procedure is not regulated by these Articles;

and, generally, all such matters as are commonly the subject matter of company rules or rules or regulations appropriate to property of a similar nature and type as the Estate.

The Company in general meeting shall have power to alter or repeal the Rules or Byelaws and to make additions thereto and the Directors shall adopt such means as they deem sufficient to bring to the notice of members of the Company all such Rules or Byelaws, which so long as they shall be in force, shall be binding on all members of the Company. Provided, nevertheless, that no Rule or Byelaw shall be inconsistent with, or shall affect or repeal anything contained in, the Memorandum or Articles of Association of the Company.

