

THE COMPANIES ACTS 1948 to 1967

COMPANY LIMITED BY SHARES

**Memorandum of Association**

- OF -

WINDSOR ROAD (SWINDON) RESIDENTS  
LIMITED

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1. The Name of the Company is "WINDSOR ROAD (SWINDON) RESIDENTS LIMITED."
2. The Registered Office of the Company will be situate in England.
3. The objects for which the Company is established are:-
  - (A) To conduct the management control and maintenance of the property intended to be erected at Windsor Road Swindon in the County of Wiltshire (being the site of 34 dwellings in several blocks of flats in course of erection thereon) and for that purpose to enter into such contracts and obligations as may be necessary or desirable for the maintenance management and improvement of the said property and for supplying services to the tenants thereof.
  - (B) To acquire the freehold property in the roads, verges, footpaths, greens, open spaces and parking areas situate on the land at Windsor Road Swindon in the County of Wilts and in any further lands now or hereafter acquired by any person as an extension of the residential development scheme proposed to be carried out on such land and any further lands hereinafter referred to as "the Estate".

- (C) To acquire such further pieces of land at Windsor Road aforesaid as may be thought fit to secure the good management of or otherwise benefit the Estate.
- (D) To make from time to time such regulations affecting the user of the Estate as the Company may think proper or expedient.
- (E) To hold the Estate for the benefit of the members of the Company and to keep it in good repair and maintain it in good order.
- (F) To carry on any other business which in the opinion of the Directors of the Company may seem capable of being conveniently carried on in connection with or as ancillary to any of the above objects or to be calculated directly or indirectly to enhance the value of the Estate or to further any of the objects of the Company.
- (G) To purchase, sell, take on lease, exchange, hire or otherwise acquire or dispose of for any estate or interest any real or personal property and any rights or privileges which the Company may think necessary or convenient for the purpose of its business.
- (H) To borrow or raise money upon such terms and on such security as may be considered expedient.
- (I) To draw make accept endorse discount execute and issue promissory notes bills of exchange and other negotiable or transferable instruments.
- (J) To invest and deal with the moneys of the Company not immediately required for the purposes of its business in or upon such investments and securities and in such manner as may from time to time be considered expedient and to dispose of or vary any such investments or securities.
- (K) To lend money or give credit to such persons, firms or companies and on such terms as may be considered expedient and to receive money on deposit or loan from and give guarantees or become security for any persons, firms and companies.

- (L) To enter into any arrangement with any Government or Local Authority and to obtain from any such Government or Authority all rights, concessions and privileges which may seem conducive to the Company's objects or any of them.
  - (M) To pay all or any of the expenses incurred in the formation and incorporation of the Company and of any company formed or promoted by the Company.
  - (N) To remunerate any person or firm or company rendering services to the Company in such manner as may be thought expedient.
  - (O) To do all or any of the above things either alone or in conjunction with others and either as principals agents contractors trustees or otherwise and either by or through agents sub-contractors trustees or otherwise.
  - (P) To do all such other things as may be deemed incidental or conducive to the attainment of the above objects or any of them.
4. The liability of the Members is limited.
5. The Share Capital of the Company is £340, divided into 34 Shares of £10 each.
6. No person shall be admitted to membership as the holder or holders of shares of the Company other than the subscribers hereto and the owners of leasehold flats erected on the land at Windsor Road Swindon.

WE, the several persons whose Names, Addresses, and Descriptions are subscribed are desirous of being formed into a Company in pursuance of this Memorandum of Association, and we respectively agree to take the number of Shares in the Capital of the Company set opposite our respective names.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS.	Number of Shares taken by each Subscriber
ANNE SIMPSON, 8 Poplar Drive, Codsall, Wolverhampton, West Midlands. Conveyancing Executive.	One.
MARJORIE JOYCE JORDAN, 66 Woodfield Heights, Tettenhall, Wolverhampton, West Midlands. Conveyancing Executive.	One.

D A T E D the 24th day of February, 1976.

WITNESS to the above Signatures : —

J. G. LINN,  
Solicitor,  
Wolverhampton.

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COMPANY LIMITED BY SHARES

## Articles of Association

- OF -

WINDSOR ROAD (SWINDON) RESIDENTS  
LIMITED

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### PRELIMINARY.

1. Subject as hereinafter provided the Regulations set out in Part II of Table A in the First Schedule to the Companies Act, 1948 (including the Regulations referred to in Clause 1 thereof) shall apply to this Company.

2. The following clauses of Part I of the said Table A shall not apply to this Company videlicet:- 60, 79, 84(2), 84(4), and 88. The Chairman at a Meeting of Directors shall not have a second or casting vote and Clause 98 of Part I of the said Table A shall accordingly apply to this Company as so amended.

### PRIVATE COMPANY.

3. The Company is a Private Company within the meaning of the Act.

### SHARES.

4. The Directors shall not allot shares of the Company to persons (other than the subscribers) who are not lessees or owners of a flat on the residential development known as Windsor Road Swindon in the County of Wilts.

### LIEN.

5. The lien conferred by Clause 11 of Part I of Table A shall attach to all shares whether fully paid or not and to all shares registered in the name of any person indebted or under liability to

the Company whether he be the sole holder thereof or one of two or more joint holders.

TRANSFER OF SHARES.

6. (a) The Directors shall not decline to register a transfer of shares by a Member where the transfer is of the whole of the Member's holding to an Assignee of the Lease of the Member's flat at Windsor Road aforementioned or in the case of any share for the time being held by the owner of the freehold reversion of any of the flats at Windsor Road where the transfer is to a lessee or intended lessee of one of the said flats and Clause 3 of Part II of Table A shall apply to this Company as so amended PROVIDED that if any moneys are due from the proposed transferor to this Company and in respect thereof the Company as a lien on the said shares the Directors may decline to register a transfer of the shares to the said assignee or lessee of the flat unless and until such moneys are paid to the Company.
- (b) A Member (hereinafter called "the Retiring Member") shall within 7 days of ceasing to be vested in a Lease of such flat at Windsor Road transfer the whole of his Shareholding to the person to whom the Lease has been assigned. If within 7 days the Retiring Member fails to transfer the said Shareholding to such person the Directors may authorise the transfer and receive the purchase consideration for the said share on the Retiring Member's behalf.

DIRECTORS.

7. The number of Directors shall not be less than two nor more than seven and the first Directors shall be determined in writing by the Subscribers of the Memorandum of Association or a majority of them.

8. A person may be appointed a Director notwithstanding that he shall have attained the age of 70 years and no Director shall be liable to vacate office by reason of his attaining that or any other age.

9. Subject to the provisions of Section 199 of the Act, a Director may contract with and participate in the profits of any contract or arrangement with the Company as if he were not a Director. A Director shall also be capable of voting in respect of such contract or arrangement where he has previously disclosed his interest to the Company, or in respect of his appointment to any office or place of profit under the Company or of the arrangement of the terms thereof and may be counted in the quorum at any meeting at which any such matter is considered.

DISQUALIFICATION OF DIRECTORS.

10. The office of a Director shall be vacated:-
- (1) If by notice in writing to the Company he resigns the office of Director;
  - (2) If he ceases to be a Director by virtue of Section 182 of the Act;
  - (3) If he becomes bankrupt or enters into any arrangement with his creditors;
  - (4) If he is prohibited from being a Director by an order made under any of the provisions of Section 188 of the Act;
  - (5) If he becomes of unsound mind;
  - (6) If he is removed from office by a resolution duly passed under Section 184 of the Act;
  - (7) If he shall have been absent for three consecutive meetings without permission of the Directors.

BORROWING POWERS OF DIRECTORS.

11. The Directors may exercise all the powers of the Company to borrow money, whether in excess of the nominal amount of the share capital of the Company for the time being issued or not, and to mortgage or charge its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock, and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party.

ALTERNATE DIRECTOR.

12. Any Director being or being about to go abroad may by notice in writing to the Company appoint some other person to be his alternate or substitute Director during his absence, such alternate Director having in all respects the same rights and powers as the appointor. Any person who has been so appointed may be, in like manner, removed by the person who appointed him.

INDEMNITY.

13. Subject to Section 205 of the Act and in addition to such indemnity as is contained in Clause 136 of Part I of Table A every Director, officer or official of the Company shall be indemnified out of the funds of the Company against all costs, charges, losses, expenses and liabilities incurred by him in the execution and discharge of his duties or in relation thereto.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

ANNE SIMPSON,  
8 Poplar Drive,  
Codsall,  
Wolverhampton,  
West Midlands.  
Conveyancing Executive.

MARJORIE JOYCE JORDAN,  
66 Woodfield Heights,  
Tettenhall,  
Wolverhampton,  
West Midlands.  
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D A T E D the 24th day of February, 1976.

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