



# THE COMPANIES ACTS 1948 TO 1976

Form No.

41

## Declaration of compliance with the requirements of the Companies Acts 1948 to 1976 on application for registration of a company

Pursuant to section 15(2) of the Companies Act 1948 as amended by the Companies Act 1976

Please do not write in this binding margin

Please complete legibly, preferably in black type, or bold black lettering

Company number

1368007

Name of Company

FURZEDOWN MANAGEMENT COMPANY

Limited\*

\*delete if inappropriate

I, Robert Hargrave a person named as director of the company in the Statutory Declaration under Section 21 of the Companies Act 1976.

† Please indicate whether you are a Solicitor of the Supreme Court (or in Scotland 'a Solicitor') engaged in the formation of the company, or a person named as director or secretary of the company in the statement delivered under section 21 of the Companies Act 1976

do solemnly and sincerely declare that I am a person named as director of the company of in the Statutory Declaration under Section 21 of the Companies Act 1976.

FURZEDOWN MANAGEMENT COMPANY Limited\*

and that all the requirements of the Companies Acts 1948 to 1976 in respect of matters precedent to the registration of the said company and incidental thereto have been complied with.

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

Declared at Heasfield in the County of Hereford

the 20th day of April

One thousand nine hundred and seventy eight

before me

A Commissioner for Oaths†

F. J. C. GIBSON

Solicitor, Commissioner for Oaths

Presentor's name, address and reference (if any)

For official use  
General section

Post room

MESSRS. R. T. CUMMING  
93-94 CHANCERY LANE  
LONDON, WC2

01-242 5865

† or Notary Public or Justice of the Peace or Solicitor having the powers conferred on a Commissioner for Oaths

1368907 | 3

THE COMPANIES ACTS, 1948 to 1976

COMPANY LIMITED BY SHARES

## Memorandum of Association

OF

FURZEDOWN MANAGEMENT COMPANY LIMITED

1. The name of the Company is "FURZEDOWN MANAGEMENT COMPANY LIMITED".

2. The registered office of the Company will be situate in England.

3. The objects for which the Company is established are :-

(1) (a) To manage maintain and deal in every way with such parts of the block of flats and adjoining land situate at Furzedown, 24, Milton Road, Harpenden in the County of Hertfordshire, not forming part of any flat and also the adjoining land and to maintain in good order gardens, recreation grounds and facilities, garage areas and entrances, parking spaces, roads, access ways, footpaths and other amenities upon such lands and to light, make, repair, paint, support, rebuild, cleanse and maintain all common parts of the building including such sewers, drains, pipes, flues, roofs, water tanks and watercourses, water pipes, gutters, gas, pipes, electric wires, aerials, wall structures and any other appurtenances belonging to or used by any Lessee of the said flats.

(b) Maintain policies of insurance in respect of all parts of the flats against loss or damage by fire, storm or tempest or special perils normally included in Property Owners Liability Policies and the

MESSRS. R. T. CUMMING  
95.94 CHANCERY LANE  
LONDON, WC2

placing and maintaining of policies of insurance against all Third Party Claims and all such other policies of insurance as shall be considered necessary, desirable or fit. To do all or any of the works or things following that is to say all works and things requisite, necessary, convenient or desirable for providing lighting and heating facilities for and supplying electricity, gas, water and all other services and amenities to the flats and for paying the rates and taxes including water rates (if any) and all other outgoings of whatsoever nature, assessed, charged or payable thereon or on any part thereof and for engaging gardeners and other employees to provide amenities and services for the flats and the occupiers thereof.

- (2) To carry on any or all of the businesses of gardeners, horticulturists, builders and contractors and dealers in fertilisers, plants, turf, garden tools, stone, sand, lime, bricks, timber, radio and television engineers and dealers in all other requisites for the creation and maintenance of the aforesaid amenities on the said land.
- (3) To assume liability and responsibility for carrying out obligations in connection with the Flats and the leases thereof on such terms as may be thought expedient.
- (4) To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or which it may be advisable to undertake with a view to developing, rendering valuable, protecting or turning to account any property, real or personal, belonging to the Company or in which the Company may be interested.
- (5) To apply for, purchase or by other means acquire and protect, prolong and renew any licences, protections and concessions or other rights which may appear likely to be advantageous or useful to the Company.
- (6) To sell, let, lease, grant licences, easements and other rights over and in any other manner dispose of or deal with the whole or any part of the undertaking, property, assets, rights, effects and businesses of the Company for such consideration as may be thought fit and in particular for a rent or rents or stocks, shares, debentures, debenture stock or other obligations of the Company.

- (7) To acquire and undertake on any terms and subject to any conditions the whole or any part of the business, property and liabilities of any person or company carrying on any business which the Company is authorised to carry on or possessed of property suitable for the purposes of the Company.
- (8) To subscribe for, underwrite, purchase or otherwise acquire and to hold, dispose of and deal with the shares, stocks, securities and evidences of indebtedness or the right to participate in profits or other similar documents issued by any government, authority, corporation in respect thereof and to buy and sell foreign exchange. Provided that the Company shall in no circumstances be empowered to carry on business as or act as stock and share brokers of any kind.
- (9) To borrow and raise money in any manner and on any terms.
- (10) To invest and deal with the monies of the Company not immediately required for the purposes of its objects 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.
- (11) To remunerate any person, firm or company rendering services to the Company in such manner as may be thought expedient.
- (12) To draw, accept, endorse, negotiate, execute and issue promissory notes, bills of exchange, scripts, warrants and other transferable negotiable instruments.
- (13) To distribute among the members in specie any property of the Company.
- (14) To enter into any arrangements with any company that may seem conducive to the Company's objects or any of them and to obtain from any such company any contracts, rights, grants, loans, privileges or concessions which the Company may think it desirable to obtain and to carry out, exercise and comply with the same.
- (15) To do anything by this Memorandum of Association authorised as principals, agents, contractors, trustees or otherwise and by or through trustees, agents or otherwise and either alone or in conjunction with others. To do all such

other things as may be considered to be incidental or conducive to the attainment of the above objects or any of them.

AND IT IS HEREBY DECLARED :-

- (1) that the word "company" in this Clause except where used in reference to this Company shall be deemed to include any partnership or other body of persons whether corporate or unincorporate or whether domiciled in the United Kingdom or elsewhere, and
- (2) that except where the context expressly so requires none of the several paragraphs of this Clause or the objects therein specified or the powers thereby conferred shall be limited by or be deemed merely subsidiary or auxiliary to any other paragraph of this Clause of the objects in such other paragraph specified or the powers thereby conferred.

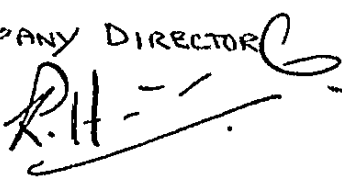

4. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the Members of the Company PROVIDED that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest at a rate not exceeding five per cent per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Company.

5. The liability of members is limited.

6. The share capital of the Company is £100 divided into 90 Ordinary "A" shares of One Pound (£1) each and 10 "B" shares of One Pound (£1) each.

7. The shares in the original or any increased capital of the Company may be issued with such preferences deferred or other special rights or such restrictions whether in regard to voting return of capital or otherwise.

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.
RAYMOND HITCHINS, WESTFIELD LODGE, GRUBBS LANE, HATFIELD, HERTS.  COMPANY DIRECTOR 	ONE
ROGER HITCHINS, 7, CHESTNUT WALK, STEVENAGE, HERTS  COMPANY DIRECTOR 	ONE

Dated this 20<sup>th</sup> day of APRIL 1978

Witness to the above Signatures :-

D. Barker

D. A. BARKER,  
1, CECIL COURT,  
LONDON ROAD,  
ENFIELD.  
EN2 6DB.

Chartered Accountant

## THE COMPANIES ACTS, 1948 to 1976

## COMPANY LIMITED BY SHARES

## Articles of Association

OF

FURZEDOWN MANAGEMENT COMPANY LIMITEDPRELIMINARY

1. In these Articles the expression "Table A" means Table A contained in the First Schedule to the Companies Act, 1948 (hereinafter referred to as "the Act"): Subject as hereinafter provided the Regulations contained in Part I of Table A shall apply to the above-named FURZEDOWN MANAGEMENT COMPANY LIMITED (in these Articles called "the Company").

2. Regulations 3, 24, 40 to 43 inclusive, 75, 76, 77, 87, to 92 inclusive, 114 to 122 inclusive, 128 and 129 of Part I of Table A shall not apply to the Company, but the remaining Regulations of Part I of Table A, as altered or modified by the Articles of Association of the Company shall apply to the Company. The Regulations 3 and 4 of Part II of Table A shall not apply.

3. The regulations contained in Part II of Table A shall not apply to the Company.

4. (a) In these Articles the words standing in the first column of the following table shall bear the meaning set opposite to them respectively in the second column thereof :-

WORDSMEANINGS

"The Flats"

The flats comprised in the block of flats situate at Furzedown, 24 Milton Road, Harpenden in the County of Hertfordshire.

WORDSMEANINGS

"Lessee"

Any person who is the holder of a Lease of a flat in the said block of flats the reversion to which is in R. Hitchins & Co. Limited or its successors in title.

(b) In these Articles words importing the singular number only shall include the plural number and vice versa; the words importing the masculine gender only shall include the feminine gender; the words importing persons shall include corporations.

SHARES

5. (a) The initial share capital of the Company is £100 divided into 90 "A" Ordinary Shares of One Pound (£1) each (hereinafter called the "A" Shares) and 10 "B" Shares of One Pound (£1) each (hereinafter called the "B" Shares).

(b) Each "A" Share shall confer the right to receive notice of and attend and vote and to address all meetings of the Company. The "A" Shares shall confer upon the holders thereof the right to two votes in respect of each such "A" Share but each "A" Share shall only confer such rights for the twelve month period starting from the issue of the Ten "B" Shares except upon any resolution for the alteration of the capital of the Company or of the objects or Articles of Association or for the winding up of the Company or upon the holders of the "A" Shares giving one month's written notice to the holders of the "B" Shares in which cases the right to two votes for each "A" Share shall remain.

(c) Each "B" Share shall confer the right to receive notice of and to attend and to address any meetings of the Company and the right to one vote in respect of each "B" Share held.

6. (a) An "A" Share may only be issued to R. Hitchins & Co. Limited and to the subscribers to the Memorandum of Association but unless each such subscriber has transferred his share to R. Hitchins & Co. Limited within the period of twenty-four months following the incorporation of the Company, the Directors may, after the expiration of that period, invoke the provisions of Article 9 in respect of such subscriber as if he were a person who had ceased to be a Lessee but in such event may only dispose of such subscribers shares to R. Hitchins & Co. Limited. Provided that on the sale transfer or other disposition of the freehold reversion of the Flats and the common parts roads and gardens in or appurtenant to the flats the Directors shall register the transfer of the "A" Shares to the



person for the time being entitled to the freehold reversion.

(b) A "B" Share may only be issued to a person who is a Lessee and in the proportion of one to each Flat.

#### TRANSFER OF SHARES

7. (a) No member or other person becoming entitled to a "B" Share in consequence of the death or bankruptcy of a member shall be entitled to transfer any "B" Share

- (i) to any person not being a Lessee of any of the Flats, or
- (ii) In any such manner as would procure to any Lessee of the Flats more than one "B" Share or more "B" Shares than represents the proportion of one "B" Share in respect of each Flat of which he is the Lessee
- (iii) at any price in excess of the nominal value.

(b) the Directors may in their absolute and uncontrolled discretion and without assigning any reason therefor refuse to register any proposed transfer of a "B" Share unless they are satisfied that the foregoing conditions of this Article are being complied with in regard thereto.

8. The proviso to Regulation 32 of Part I of Table A shall be deleted.

9. Where a member has ceased for any reason to be a Lessee the Directors may give notice to the member requiring him to transfer his share in the Company within the next succeeding period of twenty-eight days; and if such notice shall not be complied with the Directors may at any time thereafter by resolution authorise some person to transfer such share for no consideration to the then Lessee of the Flat who shall be registered as the holder of the share and his title to the said share shall not be affected by any irregularity or invalidity in the proceedings in reference to the disposal of the share.

#### MEETINGS

10. Regulation 49 of Part I of Table A shall be modified by adding at the end thereof the following new sentences :-

"The holder of any "A" Share may requisition an Extraordinary General Meeting and sub-sections (2) to (6) inclusive of Section 132

of the Act shall apply to any such requisition. Any Meeting convened by the Directors pursuant to a Member's requisition shall be so convened to be held on a date which is not more than 30 days later than the date on which the notice of such Meetings are despatched."

11. Regulation 53 of Part I of Table A shall be construed as if the words "or by proxy" were inserted immediately before the last four words of such Regulation.

12. A Director need not hold any qualification share in the Company but shall be entitled nevertheless to receive notice of and to attend all General Meetings of the Company and Regulation 134 of Part I of Table A shall be deemed to be modified accordingly.

#### DIRECTORS

13. Subject to Section 21(5) of the Companies Act 1976 the number of Directors shall not be less than Two or more than Seven and the first Directors of the Company shall be determined in writing by the subscribers to the Memorandum of Association.

14. No Director shall be required to vacate office or be ineligible for re-election as a Director and no person shall be ineligible for appointment as a Director by reason only of his having attained any particular age.

15. All the Directors of the Company shall retire at each Annual General Meeting but shall be eligible for re-election.

#### DISQUALIFICATION OF DIRECTORS

16. The office of a Director shall be vacated:-

- (a) If he is prohibited from being a Director by reason of any Order made under Section 188 of the Act, or under Section 28 of the Companies Act 1976
- (b) If a receiving order is made against him or he makes any arrangement or composition with his creditors
- (c) If he is found lunatic or becomes of unsound mind
- (d) If by notice in writing to the Company he resigns his office
- (e) If he is removed by Ordinary Resolution of the Company as provided by Regulation 96 of Part I of Table A
- (f) If he is removed by Extraordinary Resolution of the Company

- (g) If he ceases to be a member of the Company.

#### DIRECTORS VOTING POWERS

17. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereon and if he shall so vote his vote shall be counted and he shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration; and Regulation 84 of Part I of Table A shall be modified accordingly.

18. Any shareholder of an "A" Share shall be entitled to attend at and to address any Meeting of the Directors or of any Committee set up by the Directors but he shall not vote at any such Meeting unless by virtue of his right as a Director. Notice of every meeting of the Directors and of any Committee set up by the Directors shall be sent to each holder of an "A" Share.

#### POWERS AND DUTIES OF DIRECTORS

19. (a) Subject to the provisions of paragraph (b) of this Article the Directors shall endeavour so to carry on the business of the Company as not to make a profit or loss.

(b) The Directors may in their absolute discretion make provision for creating and setting aside a reasonable reserve fund for any general or particular purpose.

(c) The Directors shall ensure that no dividend or other distribution is paid or made upon or in respect of any share in the capital of the Company.

#### WINDING UP

20. If the Company shall be wound up the "A" shareholders shall not be entitled to participate in any such division of assets as is referred to in Regulation 135 of Table A and Regulation 135 shall be construed accordingly.

#### SECRETARY

21. Subject to Section 21(5) of the Companies Act 1976 the first Secretary of the Company shall be Raymond Hitchins.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

RAYMOND HITCHINS,  
WESTFIELD LODGE,  
GRUBBS LANE,  
HATFIELD, HERTS.

COMPANY DIRECTOR



ROGER HITCHINS,  
7, CHESTNUT WALK,  
STEVENAGE, HERTS.

COMPANY DIRECTOR



Dated this 20<sup>th</sup> day of APRIL 1978

Witness to the above Signatures :-

D. Barker

D.A. BARKER,  
1, CECIL COURT,  
LONDON ROAD,  
ENFIELD,  
EN2 6DB

Chartered Accountant.



THE COMPANIES ACTS 1948 TO 1976

Form No. 1

Statement of first directors and  
secretary and intended situation  
of registered office

Pursuant to sections 21 and 23(2) of the Companies Act 1976

Please do not  
write in this  
binding margin

Please complete  
legibly, preferably  
in black type, or  
bold black lettering

\* delete if  
inappropriate

Name of Company

Company number

1368007/5

FURZEDOWN MANAGEMENT COMPANY

Limited\*

The intended situation of the registered office of the company  
on incorporation is as stated below

1, CECIL COURT,  
LONDON ROAD,  
ENFIELD, MIDDLESEX  
EN2 6DB

If the memorandum is delivered by an agent for the subscribers of  
the memorandum, please mark 'X' in the box opposite and insert the  
agent's name and address below


If the spaces provided on page 2 are insufficient and use has been made  
of continuation sheets (see note 1), please enter in the box opposite  
the number of continuation sheets which form part of this statement

--

Presenter's  
reference (if any):

MESSRS. R. T. CUMMING  
93-94 CHANCERY LANE  
LONDON, WC2

01-242 5865

For official use  
General section

Post room

The name(s) and particulars of the person who is, or the persons who are, to be the first director or directors of the company are as follows:

Please do not write in this binding margin



**Important**

The particulars to be given are those referred to in section 21(2)(a) of the Companies Act 1976 and section 200(2) of the Companies Act 1948. Please read the notes on page 4 before completing this part of the form.

Name (note 2)	RAYMOND HITCHINS	Business occupation	COMPANY DIRECTOR
Former name(s) (note 3)		Nationality	BRITISH
Address (note 4)	WESTFIELD LODGE, GRUBBS LANE, HATFIELD, HERTS.	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)	R. HITCHINS & CO. LTD., HITCHINS (HATFIELD) LTD., HITCHINS (PLASTERING) LTD., WINSMOOR COURT MANAGEMENT CO. LTD.		
I hereby consent to act as director of the company named on page 1			
Signature	Date 20 <sup>th</sup> April 1978		

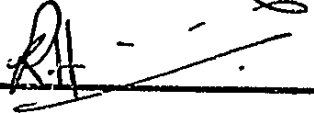
Name (note 2)	ROGER HITCHINS	Business occupation	COMPANY DIRECTOR
Former name(s) (note 3)		Nationality	BRITISH
Address (note 4)	7, CHESTNUT WALK, STEVENAGE, HERTS.	Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)	R. HITCHINS & CO. LTD., HITCHINS (PLASTERING) LTD., HITCHINS (PLANT) LTD.		
I hereby consent to act as director of the company named on page 1			
Signature	Date 20 <sup>th</sup> April 1978		

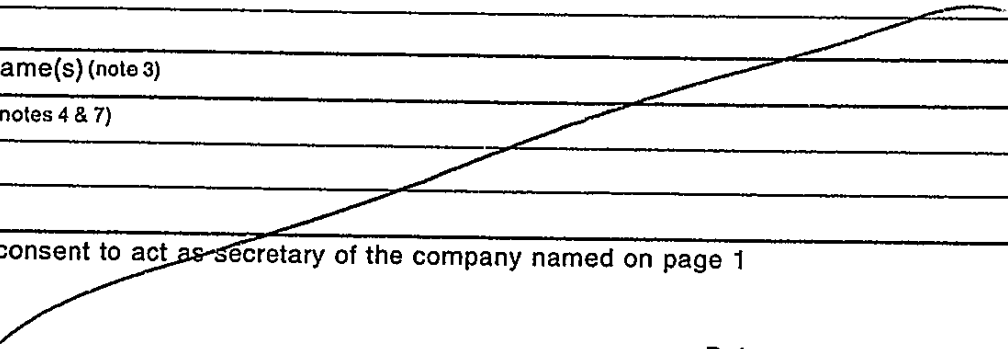
Name (note 2)		Business occupation	
Former name(s) (note 3)		Nationality	
Address (note 4)		Date of birth (where applicable) (note 6)	
Particulars of other directorships (note 5)			
I hereby consent to act as director of the company named on page 1			
Signature	Date		

Please do not  
write in this  
binding margin



The name(s) and particulars of the person who is, or the persons who are,  
to be the first secretary, or joint secretaries, of the company are as follows:

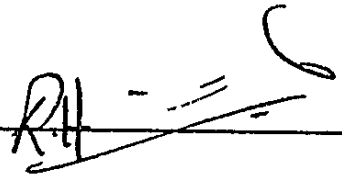
Name (notes 2 & 7)	RAYMOND HITCHINS
Former name(s) (note 3)	
Address (notes 4 & 7)	WESTFIELD LODGE, GRUBBS LANE, HATFIELD, HERTS
I hereby consent to act as secretary of the company named on page 1	
Signature	
Date 20 <sup>th</sup> April 1978	

Name (notes 2 & 7)	
Former name(s) (note 3)	
Address (notes 4 & 7)	
I hereby consent to act as secretary of the company named on page 1	
Signature	
Date	

as required by  
section 21(3) of  
the Companies  
Act 1976

Signed by or on behalf of the subscribers of the memorandum\*

delete as  
appropriate

Signature  [Subscriber] [Agent]† Date 20<sup>th</sup> April 1978

Signature  [Subscriber] [Agent]† Date 20<sup>th</sup> April 1978



## CERTIFICATE OF INCORPORATION

No. 1368007

I hereby certify that

**FURZEDOWN MANAGEMENT COMPANY LIMITED**

is this day incorporated under the Companies Acts 1948 to 1976 and that the  
Company is Limited.

Given under my hand at Cardiff the **11TH MAY 1978**

*D. A. Pendlebury*  
D. A. FENDLEBURY

*Assistant Registrar of Companies*