



# 21

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

This form should be completed in black.

Company name (in full)

CN

for official use

STRANGFORD VIEW MANAGEMENT CO. LTD

Registered office of the company on incorporation

RO

60 LISBURN ROAD

Post town

BELFAST

County/Region

CO ANTRIM

Postcode

BT9 6AF

If the memorandum is delivered by an agent for the subscribers of the memorandum mark 'X' in the box opposite and give the agents name and address

X

Name

HOLDFAST LIMITED

RA

T/A COMPANY REGISTRATION AGENTS

138 UNIVERSITY STREET

Post town

BELFAST

County/Region

N. IRELAND

Postcode

BT7 1HJ

DEPARTMENT OF ENTERPRISE  
TRADE & INVESTMENT  
COMPANIES REGISTRY

01 APR 2008

COUNTER RECEIVED

Number of continuation sheets attached

To whom should Companies Registry direct any enquiries about the information shown in this form?

COMPANY REGISTRATION AGENTS

138 UNIVERSITY STREET

BELFAST

Postcode

BT7 1HJ

Telephone

90 329984


Extension

## Company Secretary

Name ☐ \*Style/Title  
Forenames  
Surname  
\*Honours etc  
Previous forenames  
Previous surname

Address

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

CS			
DOROTHY MAY			
KANE			
AD	111 KNOCKVIEW DRIVE		
Post town	TANDRAGEE		
County/Region	ARMAGH		
Postcode	BT62 2BL	Country	UK
I consent to act as secretary of the company named on page 1			
Signed			Date 31.3.08

Consent signature


## Directors

Please list directors in alphabetical order.

Name ☐ \*Style/Title  
Forenames  
Surname  
\*Honours etc  
Previous forenames  
Previous surname

Address

Usual residential address must be given.  
In the case of a corporation, give the  
registered or principal office address.

CD	MR		
ERIC			
McMINNISS			
AD	318 GILNAHIRE ROAD		
Post town	BELFAST		
County/Region	CO ANTRIM		
Postcode	B15 7SL	Country	ANTRIM
DO	31	07	55
Nationality AD BRITISH			
OC	BUILDER		
OD	NONE		
1 consent to act as director of the company named on page 1			
Signed			Date 31.3.08

Consent signature

\* Voluntary details

# Directors (continued)

Name  
 \*Style/Title  
 Forenames  
 Surname  
 \*Honours etc  
 Previous forenames  
 Previous surname

Address

Usual residential address must be given.  
 In the case of a corporation, give the  
 registered or principal office address.

Date of birth

Business occupation

Other directorships

\* Voluntary details

Consent signature

Delete if the form is  
 signed by the  
 subscribers.

Delete if the form is  
 signed by an agent  
 on behalf of all the  
 subscribers.

All the subscribers  
 must sign either  
 personally or by a  
 person or persons  
 authorised to sign  
 for them.

CD	MRS
	ROSEMARY
	MCMINNIS
	MCDOWELL
AD	318 GILNAHIRE ROAD
Post town	BELFAST
County/Region	CO ANTRIM
Postcode	BT5 7SL
Country	N.I.
DO	25 01 57
Nationality	AD BRITISH
OC	TEACHER
OD	NONE
I consent to act as director of the company named on page 1	
Signed	R M <sup>c</sup> Minnis
Date	31.3.08

Signature of agent on behalf of all subscribers	Date
---	------

Signed	N.E. Minnis	Date	31.3.08
Signed	R M <sup>c</sup> Minnis	Date	31.3.08
Signed		Date	
Signed		Date	
Signed		Date	
Signed		Date	



00435709

COMPANIES FORM No. 23

CR 20



Statutory Declaration of compliance  
with requirements on application  
for registration of a company

23

Please do not write  
in this margin

Pursuant to Article 23(3) of the Companies (Northern Ireland) Order 1986.

To the Registrar of Companies

For official use

For official use

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

Name of company

\* Insert full name  
of company

\* STRANGFORD VIEW MANAGEMENT CO. LTD

I, DOROTHY MAY KANE

of 138 UNIVERSITY STREET, BELFAST, BT7 1HJ

† delete as  
appropriate

do solemnly and sincerely declare that I am a ~~[Sole Director of the company]~~†  
[person named as director or secretary of the company in the statement delivered to the registrar  
under Article 21(2)]† and that all the requirements of the above Order 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  
provisions of the Statutory Declarations Act 1835.

Declared at 5 STRANMILLIS ROAD

BELFAST, BT9 5AF

the 1st day of April

Two thousand 08

before me A.G. LUNDY LL.B

A ~~Commissioner for Oaths~~†  
~~XX the Registrar of Companies~~†  
Solicitor having the powers conferred  
on a Commissioner for Oaths.

Declarant to sign below

*D. Kane*

DEPARTMENT OF ENTERPRISE  
TRADE & INVESTMENT  
COMPANIES REGISTRY

01 APR 2008

COUNTER RECEIVED

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

For official use  
Public Office

New Companies Section

HOLDFAST LIMITED  
T/A COMPANY REGISTRATION AGENTS  
138 UNIVERSITY STREET  
BELFAST  
BT7 1HJ



Companies (Northern Ireland) Orders 1986 to 1990  
and Companies Act 2006

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COMPANY LIMITED BY SHARES

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**ARTICLES OF ASSOCIATION**

OF

STRANGFORD VIEW MANAGEMENT CO. LTD

1. (1) "the Order" means the Companies (Northern Ireland) Order 1986 and any statutory modification or re-enactment for the time being in force thereof and any provisions of The Companies Act 2006 for the time being in force.  
  
(2) Subject as hereinafter provided, the regulations contained in Table A of the Companies (Tables A to F) Regulations (Northern Ireland) 1986 (S.R. 1986 No. 264) as amended by The Companies (Tables A to F) (Amendment) Regulations (Northern Ireland) 2007 (S.R. 2007 No. 394) and The Companies (Tables A to F) (Amendment No. 2) Regulations (Northern Ireland) 2007 (S.R. 2007 No. 425) shall apply to the Company. The said regulations contained in said Table A are hereinafter referred to as "Table A".
2. In these articles the following expressions shall mean:  
  
"the Property" means Strangford View, 145 Bangor Road, Newtownards, Co. Down, BT23 7AU.  
  
"the Lessor" or "the Transferor" means Belvoir Construction
3. (1) The Company's share capital is £5.00 divided into 5 Ordinary shares of £1 each.  
  
(2) Each share shall confer the right to receive notice of and to attend and address all General Meetings of the Company but shall confer such voting rights at General Meetings as are hereinafter specified.  
  
(3) Until each of the subscribers to the Memorandum of Association shall have ceased to hold any share or shares in the Company the only shares which shall confer any voting rights at General Meetings shall be the share or shares vested in the subscribers or remaining shareholding subscriber for the time being.  
  
(4) After the last of the subscribers to the Memorandum of Association shall have ceased to be a shareholder in the Company each of the shares shall confer the right to vote at General Meetings in respect of any resolution affecting any one or more of the Apartments.

- (5) Where in accordance with the foregoing provisions any share is a voting share each such share shall confer one vote only.
4. (1) A share may only be issued to a person who is a tenant of an Apartment for the whole of the unexpired residue of the term granted by a lease made by the Lessor or to a person who is the freehold owner of an Apartment.
- (2) A tenant or freehold owner of an Apartment shall be entitled to one share in the Company.
  - (3) All unissued shares shall be at the disposal of the Directors who may (subject to the provisions of these articles) allot the same to such persons at such times and on such terms as they think proper but so that no shares shall be issued at a discount and PROVIDED THAT (subject to the foregoing paragraphs of this article) Directors shall be bound on application by a person qualified to have a share issued to him and on payment of the nominal value of such shares allot to such person the share for which he qualifies and for which he has made payment.
5. (1) Shares in the Company shall be transferred and may only be transferred simultaneously with an assignment of the said lease of an Apartment or with a transfer of the freehold of an Apartment in respect of which such shares are held and to a person who for the time being satisfies the foregoing requirements concerning the issue of shares and any such transfer shall not be made at a price in excess of the nominal value of the share or shares.
- (2) The Directors may require the production of such evidence as they may think fit for the purpose of satisfying themselves beyond doubt that the foregoing provisions of this article have been complied with before registering any proposed transfer of any share or shares.
6. If the holder of any share or shares refuses or neglects to transfer it or them in accordance with the foregoing provisions of these articles the Chairman for the time being of the Directors or failing him the other Directors shall forthwith be deemed to be duly appointed as the attorney of that holder with full power in his name and on his behalf to execute, complete and deliver a transfer of his share or shares to the person or persons to whom it or they should be transferred in accordance with the foregoing provisions hereof and the Company may receive and give a good discharge for the purchase-money and enter the name of the transferee or transferees in the register of members as the holder by transfer of the share or shares.
7. Until each of the subscribers to the Memorandum of Association shall have ceased to be a shareholder the Directors of the Company shall be Eric McMinnis and Rosemary McMinnis and upon the last of the said subscribers ceasing to be a shareholder the provisions of Table A as to the appointment, rotation and removal of Directors shall apply.
8. (1) Subject to the provisions of paragraph (2) of this article the Directors shall endeavour so to carry on the business and activities of the Company as to secure that taking one year with another the Company makes neither a profit nor a loss.

- (2) The Directors may in their absolute discretion make provisions for creating and setting aside a reasonable reserve fund for any general or particular purpose.
- (3) 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.

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NAMES AND ADDRESSES OF SUBSCRIBERS

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*R Mc Minnis*

ROSEMARY McMINNIS  
 318 GILWAHIRE ROAD  
 BELFAST BT5 7SL  
 ERIC McMINNIS  
 318 GILWAHIRE ROAD  
 BELFAST BT5 7SL  
N.B. McMinis

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Dated 31<sup>ST</sup> MARCH 2008

Witness to the above signatures:-

*D.M. Kane*

D.M. KANE  
 138 UNIVERSITY STREET  
 BELFAST  
 BT7 1HJ



**Companies (Northern Ireland) Orders 1986 to 1990  
and  
Companies Act 2006**

**COMPANY LIMITED BY SHARES**

**MEMORANDUM**

**AND**

**ARTICLES OF ASSOCIATION**

**OF**

**STRANGFORD VIEW MANAGEMENT CO. LTD**





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COMPANY LIMITED BY SHARES

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## MEMORANDUM OF ASSOCIATION

OF

STRANGFORD VIEW MANAGEMENT CO. LTD

1. The Company's name is: "STRANGFORD VIEW MANAGEMENT CO. LTD".
2. The Company's registered office is to be situated in Northern Ireland.
3. The Company's objects are:
  - (1) To acquire the freehold development together with the buildings erected thereon known as Strangford View, 145 Bangor Road, Newtownards, Co. Down, BT23 7AU subject to but with the benefit of each Apartment lease or freehold transfer and to hold the same as an investment for the benefit of the tenants/owners of the Apartments comprised in the said buildings.
  - (2) To collect the service income of the Property and to apply the same in the proper and convenient management thereof including (but without prejudice to the generality of the foregoing) the matters referred to in Clause (3).
  - (3) To manage and keep presentable the greenland and common areas and to keep in repair, renew, rebuild, decorate, maintain and procure the repair, renewal, rebuilding, decoration and maintenance of the buildings erected on the Property including the main structure, roof, foundations, interior, exterior, the common parts, the common gas and water pipes, drains and electric cables and wires and the grounds, parking areas, forecourts, walls, fences, accessways, public ways, hedges and generally the whole of the Property including all buildings comprising aforesaid including the cleaning and lighting of the common parts the cleaning of the windows the repair renewal replacement and maintenance of fixtures and fittings the placing and maintaining of policies of insurance in respect of the premises against loss or damage by all risks covered by a normal comprehensive policy of insurance and the placing and maintaining of policies of insurance against all third party claims normally included under Property owner's liability policies the payment of rates, outgoings and other charges and assessments which may become payable in respect of the Property.
  - (4) To make rules and regulations for the observance of members of the Company for the use and control of the Property.

- (5) To grant leases, underleases or freehold transfers of such easements, rights, privileges and advantages and containing such covenants, provisions and conditions as may be requisite to secure the full enjoyment to the lessees, transferees and occupiers for the time being of the Apartments and to provide for the management, maintenance and upkeep of the common parts of the Property.
- (6) To execute and do all such other instruments, acts and things as may be requisite for the purpose of ensuring the efficient management and administration of the Property.
- (7) To purchase, take on lease, or in exchange or otherwise acquire freehold and leasehold property or any interest in or over the same.
- (8) To apply for, purchase or by other means acquire and protect any licences, protections and concessions or other rights which may appear likely to be advantageous or useful to the Company.
- (9) To sell, let, lease, grant licences, easements and other rights over the whole or any part of the Property for such consideration as may be thought fit.
- (10) To subscribe or 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 or body or by any company or body of persons and any options or rights in respect thereof.
- (11) To borrow and raise money in any manner and on any terms.
- (12) For any purpose and in any manner and from time to time to mortgage or charge the whole or any part of the Property.
- (13) To pay all preliminary expenses 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 undertake and execute any trust or agency business (whether gratuitously or otherwise) the undertaking whereof may seem desirable whether as being convenient for or conducive to any of the objects of the Company or as being a convenience or amenity for the lessees or occupiers of the Apartments or any of them.
- (16) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading, warrants, debentures and other negotiable or transferable instruments.
- (17) To carry on all or any of the following businesses namely builders and contractors, decorators, merchants and dealers in stone, sand, lime and bricks, timber, iron, steel, hardware, paint and other building or decorating requisites and insurance agents.
- (18) To do all or any of the things hereinbefore authorised either alone or in conjunction with or as trustee or agent for others or by or

through trustees, or agents and either with or without the intention or object of profit and whether gratuitously or otherwise.

- (19) To do all such other things as are incidental to or conducive to the attainment of the above objects or any of them PROVIDED ALWAYS that the objects set forth in any sub-clause of this Clause shall not except where the context expressly so requires be in any way limited or restricted by reference to or inference from the terms of any other sub-clause or by the name of the Company and none of such sub-clauses or the objects therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary to the objects mentioned in the first sub-clause of this Clause but the Company shall have full power to exercise all or any of the powers conferred by any part of this Clause notwithstanding that the business undertaking, property or acts proposed to be transacted, acquired, dealt with or performed do not fall within the objects of the first sub-clause of this Clause.

4. The liability of the members is limited.

5. The Company's share capital is £5.00 divided into 5 Ordinary shares of £1 each.

We, the subscribers to this Memorandum of Association, wish to be formed into a company pursuant to this Memorandum; and we agree to take the number of shares shown opposite our respective names.

---

NAMES AND ADDRESSES OF SUBSCRIBERS

Number of Shares  
taken by each  
Subscriber

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ROSEMARY McMINNIS

318 GILNAHIRE ROAD

DNE

BELFAST BT5 7SL

R Mc Minnis

ERIC McMINNIS

DNE

318 GILNAHIRE ROAD

BELFAST BT5 7SL

D.R. McMinis

TOTAL SHARES TAKEN:

2

Dated 31<sup>ST</sup> MARCH 2008

Witness to the above signatures:

D.M. Kane

D.M. KANE

138 UNIVERSITY STREET

BELFAST

BT7 1HJ.



NI068794

I HEREBY CERTIFY that

STRANGFORD VIEW MANAGEMENT CO. LTD

is this day incorporated under the Companies (Northern Ireland)  
Order 1986; and that the Company is limited

Given under my hand at Belfast, this the SEVENTH day of APRIL  
two-thousand and EIGHT

*Geraldine Gaugh*

for Registrar of  
Companies for Northern Ireland