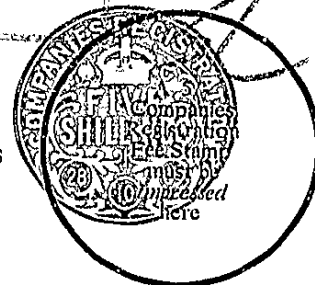


THE COMPANIES ACT, 1948



DECLARATION of Compliance with the requirements of the Companies Act, 1948, on Application for registration of a Company.

Pursuant to Section 15(2).

ame of Company. DENE COURT (STANMORE) RESIDENTS

ASSOCIATION

Limited.

I, ARTHUR LADSKY

295 Harrow Road, Wembley, Middx.

do solemnly

and sincerely

declare that I am (a) a person named in the Articles of Association as a (b) a Solicitor of the Supreme Court engaged in the formation of Dene Court (Stanmore) Residents Association Limited.

I declare that all the requirements of the Companies Act, 1948, in respect of matters precedent to the formation of the said Company and incidental thereto have been complied with, And I make this Declaration conscientiously believing the same to be true and by virtue of the provisions of the Statutory Declarations Act, 1835.

Declared at Wembley

in the presence of

23rd day of October 1959

to me,

John C. Lister

(c) A Commissioner of Oaths.

(a) "A Solicitor of the Supreme Court" (or in Scotland "a Solicitor") "engaged in the formation," or "A person named in the Articles of Association as a Director or Secretary."

(b) Put "Director" or alternatively put "Secretary." Do not put both "Director and Secretary"

(c) or Notary Public or Justice of the Peace.

ated by Millward, Ladsky & Co.,
295 Harrow Road,
Wembley, Middx.

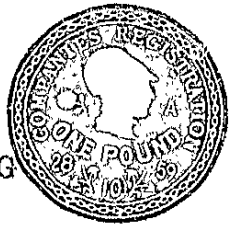
ESS ECONOMY PRODUCTS LTD., Company Registration Agents, 156 STRAND, LONDON, W.C.2



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Companies Act, 1948



COMPANY LIMITED BY GUARANTEE AND NOT HAVING
A SHARE CAPITAL

Memorandum of Association

OF

DENE COURT (STANMORE)
RESIDENTS ASSOCIATION LIMITED

1. The name of the Company (hereinafter called "the Association" is "DENE COURT (STANMORE) RESIDENTS ASSOCIATION LIMITED"
2. The registered office of the Association will be situate in England.
3. The objects for which the Association is established are—
 - (A) To acquire land of any tenure and lay out the same as gardens, recreation and pleasure grounds and to use the same for any other purpose which in the opinion of the Association can be conveniently combined with the use of such land as gardens, recreation and pleasure grounds and to permit such persons to use and enjoy the same for such consideration (if any) and upon such terms and subject to such regulations or byelaws as the Association shall think fit.
 - (B) Subject to the provisions of section 14 of the Companies Act, 1948, to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges which the Association may think necessary or convenient for the promotion of its objects, and to construct, maintain and alter any buildings or erections necessary or convenient for the work of the Association.

5520

- (c) To sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Association as may be thought expedient with a view to the promotion of its objects.
- (d) To undertake and execute any trusts which may lawfully be undertaken by the Association and may be conducive to its objects.
- (e) To borrow or raise money for the purposes of the Association on such terms and on such security as may be thought fit.
- (f) To invest the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property as may be thought fit, but so that moneys subject or representing property subject to the jurisdiction of the Charity Commissioners for England and Wales shall only be invested in such securities and with such sanction (if any) as may for the time being be prescribed by law.
- (g) To establish and support or aid in the establishment and support of any charitable associations or institutions and subscribe or guarantee money for charitable purposes in any way connected with the purposes of the Association or calculated to further its objects.
- (h) To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

Provided that the Association shall not support with its funds any object, or endeavour to impose on or procure to be observed by its members or others, any regulation, restriction or condition which if an object of the Association would make it a Trade Union.

Provided also that in case the Association shall take or hold any property subject to the jurisdiction of the Charity Commissioners for England and Wales or Minister of Education, the Association shall not sell, mortgage, charge or lease the same without such authority, approval or consent as may be required by law, and as regards any such property the Council of Management or Governing Body of the Association shall be chargeable for any such property that may come into their hands and shall be answerable and accountable for their own acts, receipts, neglects and defaults, and for the due administration of such property in the same manner and to the same extent as they would as such Council of Management or Governing Body have been if no incorporation had been effected, and the incorporation of the Association shall not diminish or impair any control or authority exercisable by the Chancery Division, the Charity Commissioners or


the Minister of Education over such Council of Management or Governing Body but they shall as regards any such property be subject jointly and separately to such control or authority as if the Association were not incorporated. In case the Association shall take or hold any property which may be subject to any trusts, the Association shall only deal with the same in such manner as allowed by law, having regard to such trusts.

4. The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association 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 Association.

Provided that nothing herein shall prevent the payment, in good faith, of reasonable and proper remuneration to any officer or servant of the Association, or to any member of the Association, in return for any services actually rendered to the Association, nor prevent the payment of interest at a rate not exceeding 5 per cent. per annum on money lent or reasonable and proper rent for premises demised or let by any member to the Association; but so that no member of the Council of Management or Governing Body of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such Council or Governing Body, except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association: Provided that the provision last aforesaid shall not apply to any payment to any company of which a member of the Council of Management or Governing Body may be a member, and in which such member shall not hold more than one hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. The liability of the members is limited.

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



7. If upon the winding up or dissolution of the Association there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to some other institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property among its or their members to an extent at least as great as is imposed on the Association under or by virtue of clause 4 hereof, such institution or institutions to be determined by the members of the Association at or before the time of dissolution, and if and so far as effect cannot be given to such provision, then to some charitable object.

8. True accounts shall be kept of the sums of money received and expended by the Association, and the matters in respect of which such receipts and expenditure take place, of all sales and purchases of goods by the Association and of the property, credits and liabilities of the Association; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being, such accounts shall be open to the inspection of the members. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

WE, the several persons whose names and addresses are subscribed, are desirous of being formed into a Company in pursuance of this Memorandum of Association.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Frederick Jack Pearce

FREDERICK JACK PEARCE,
38 Exeter Road,
South Harrow,
Middlesex,
Solicitors Managing Clerk.

Constance Margaret Allen

CONSTANCE MARGARET ALLEN,
23 Worfield Street,
Battersea, S.W.11,
Solicitors Managing Clerk.

WITNESS to the above signatures:

Joan M. Witts
JOAN M. WITTS,

110 Oakington Manor Drive,
Wembley,
Middlesex.

Secretary.

12 61
12 61



641246

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4 NOV 1950

The Companies Act



COMPANY LIMITED BY GUARANTEE AND NOT HAVING
A SHARE CAPITAL

Articles of Association

OF

DENE COURT (STANMORE)

RESIDENTS ASSOCIATION LIMITED

GENERAL.

1. In these presents the words standing in the first column of the Table next hereinafter contained shall bear the meaning set opposite to them respectively in the second column thereof, if not inconsistent with the subject or context—

WORDS	MEANINGS
The Act	The Companies Act, 1948.
These presents	These Articles of Association, and the regulations of the Association from time to time in force.
The Association	The above-named Association.
The Council	The Council of Management for the time being of the Association.
The Office	The registered office of the Association.
The Seal	The common seal of the Association.
The United Kingdom	Great Britain and Northern Ireland.
Month	Calendar month.
In writing	Written, printed or lithographed, or partly one and partly another, and other modes of representing or reproducing words in a visible form.

And words importing the singular number only shall include the plural number, and vice versa.

Words importing the masculine gender only shall include the feminine gender; and

Words importing persons shall include corporations.

Subject as aforesaid, any words or expressions defined in the Act or any statutory modification thereof in force at the date on which these presents become binding on the Association shall, if not inconsistent with the subject or context, bear the same meanings in these presents.

Flat Any flat in the buildings or blocks of flats as stated in schedule II hereto

Lessee Any person entitled to a lease or underlease of a flat, whether by original term or by assignment from time to time.

2. The Association is a Private Company and accordingly:—

(A) The number of members with which the Association proposes to be registered is twenty-four, but the Council may from time to time register an increase of members: Provided that the number of members for the time being shall not exceed fifty.

(B) The Association shall not offer any of its shares (if and so long as the Association shall have any share capital) or any of its debentures to the public for subscription.

(C) If and so long as the Association shall at any time have any share capital (but not further or otherwise), the Council may in their absolute discretion and without assigning any reason therefor decline to register any transfer of any share of the Association.

3. The Association is established for the purposes expressed in the Memorandum of Association.

MEMBERSHIP.

4. The subscribers to the Memorandum of Association and such other persons as the Council shall admit to membership in accordance with the provisions hereinafter contained shall be members of the Association.

5. The provisions of section 110 of the Act shall be observed by the Association, and every member of the Association shall sign a written consent to become a member and sign the register of members on becoming a member.

6. The Council shall forthwith (subject only to their discretion under Article 2 (C) above) admit to membership any person who is now or may hereafter become a lessee or occupier of a flat in any of the Classes of Members referred to in schedule 111 hereto and be subject to the annual sum or sums and to the proviso therein contained.

7. The subscribers to the Memorandum of Association shall cease to be members as soon as all the original lessees of the said flats comprised in the said Dene Court have become members. A member shall cease to be such upon registration of his successor in title as a member.

8. The trustee in bankruptcy of any bankrupt member or the personal representative of any deceased member shall be entitled to become a member if at the time of his application for membership he is a lessee of a flat in the said Dene Court.

9. The Council shall require each member forthwith on admission to enter into a licence agreement in the form set out in the Schedule I hereto, and upon written request the Council shall supply to any member or to the predecessor in title of any member a certificate to the effect that the said member or his successors in title or any person deriving title or occupation under him (as the case may be) has been duly registered as a member of the Association and has entered into such licence agreement.

GENERAL MEETINGS.

10. The Association shall hold a General Meeting in every calendar year as its Annual General Meeting at such time and place as may be determined by the Council, and shall specify the meeting as such in the notices calling it, provided that every Annual General Meeting except the first shall be held not more than fifteen months after the holding of the last preceding Annual General Meeting, and that so long as the Association holds its first Annual General Meeting within eighteen months after its incorporation it need not hold it in the year of its incorporation or in the following year.

11. All General Meetings, other than Annual General Meetings, shall be called Extraordinary General Meetings.

12. The Council may whenever they think fit convene an Extraordinary General Meeting, and Extraordinary General Meetings shall also be convened on such requisition, or in default may be convened by such requisitionists, as provided by section 132 of the Act.

13. Twenty-one days' notice in writing at the least of every Annual General Meeting and of every meeting convened to pass a Special Resolution, and fourteen days' notice in writing at the least of every other General Meeting (exclusive in every case both of the day on which it is served or deemed to be served and of the day for which it is given), specifying the place, the day and the hour of meeting, and in the case of special business the general nature of that business, shall be given in manner hereinafter mentioned to such persons (including the Auditors) as are under these presents or under the Act entitled to receive such notices from the Association; but with the consent of all the members having the right to attend and vote thereat, or of such proportion of them as is prescribed by the Act in the case of meetings other than Annual General Meetings, a meeting may be convened by such notice as those members may think fit.

14. The accidental omission to give notice of a meeting to, or the non-receipt of such notice by, any person entitled to receive notice thereof shall not invalidate any resolution passed, or proceeding had, at any meeting.

PROCEEDINGS AT GENERAL MEETINGS.

15. All business shall be deemed special that is transacted at an Extraordinary General Meeting, and all that is transacted at an Annual General Meeting shall also be deemed special, with the exception of the consideration of the income and expenditure account and balance sheet, and the reports of the Council and of the Auditors, the election of members of the Council in the place of those retiring, and the appointment of, and the fixing of the remuneration of, the Auditors.

16. No business shall be transacted at any General Meeting unless a quorum is present when the meeting proceeds to business. Save as herein otherwise provided, fourteen members personally present shall be a quorum.

17. If within half an hour from the time appointed for the holding of a General Meeting a quorum is not present, the meeting, if convened on the requisition of members, shall be dissolved. In

any other case it shall stand adjourned to the same day in the next week, at the same time and place, or at such other place as the Council may determine, and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be a quorum.

18. The Chairman (if any) of the Council shall preside as Chairman at every General Meeting, but if there be no such Chairman, or if at any meeting he shall not be present within fifteen minutes after the time appointed for holding the same, or shall be unwilling to preside, the members present shall choose some member of the Council, or if no such member be present, or if all the members of the Council present decline to take the chair, they shall choose some member of the Association who shall be present to preside.

19. The Chairman may, with the consent of any meeting at which a quorum is present (and shall if so directed by the meeting), adjourn the meeting from time to time, and from place to place, but no business shall be transacted at any adjourned meeting other than business which might have been transacted at the meeting from which the adjournment took place. Whenever a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given in the same manner as of an original meeting. Save as aforesaid, the members shall not be entitled to any notice of an adjournment, or of the business to be transacted at an adjourned meeting.

20. At any General Meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or upon the declaration of the result of the show of hands, demanded by the Chairman or by at least three members present in person or by proxy, or by a member or members present in person or by proxy and representing one-tenth of the total voting rights of all the members having the right to vote at the meeting, and unless a poll be so demanded a declaration by the Chairman of the meeting that a resolution has been carried, or carried unanimously or by a particular majority, or lost, or not carried by a particular majority, and an entry to that effect in the minute book of the Association, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against that resolution. The demand for a poll may be withdrawn.

21. Subject to the provisions of Article 22, if a poll be demanded in manner aforesaid, it shall be taken at such time and place, and in such manner, as the Chairman of the meeting shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

22. No poll shall be demanded on the election of a Chairman of a meeting, or on any question of adjournment.

23. In the case of an equality of votes, whether on a show of hands or on a poll, the Chairman of the meeting shall be entitled to a second or casting vote.

24. The demand of a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded.

VOTES OF MEMBERS.

25. Subject as hereinafter provided, every member shall have one vote.

26. Save as herein expressly provided, no member other than a member duly registered, who shall have paid every subscription and other sum (if any) which shall be due and payable to the Association in respect of his membership, shall be entitled to vote on any question either personally or by proxy, or as a proxy for another member, at any General Meeting.

27. Votes may be given on a poll either personally or by proxy. On a show of hands a member present only by proxy shall have no vote, but a proxy for a corporation may vote on a show of hands. A corporation may vote by its duly authorised representative as provided by section 139 of the Act. A proxy need not be a member.

28. The instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing, or if such appointor is a corporation under its common seal, if any, and, if none, then under the hand of some officer duly authorised in that behalf.

29. The instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed or a notarially certified or office copy thereof shall be deposited at the office not less than forty-eight hours before the time appointed for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or in the case of a poll not less than twenty-four hours before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiration of twelve months from the date of its execution.

30. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity

of the principal or revocation of the proxy or of the authority under which the proxy was executed, provided that no intimation in writing of the death, insanity or revocation as aforesaid shall have been received at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.

31. Any instrument appointing a proxy shall be in the following form or as near thereto as circumstances will admit:—

RESIDENTS ASSOCIATION LIMITED.

‘ I,
 “ of
 “ a member of RESIDENTS ASSOCIATION
 “ LIMITED, hereby appoint
 “
 “ of
 *name of Association “ and failing him
 to be inserted in “ of
 proxy viz: Dene
 Court (Stanmore) “ to vote for me and on my behalf at the [Annual
 “ or Extraordinary, or Adjourned, as the case may be]
 “ General Meeting of the Association to be held on
 “ the day of , and at every
 “ adjournment thereof.
 “ As witness my hand this day of , 19 .”

The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.

COUNCIL OF MANAGEMENT.

32. Until otherwise determined by a General Meeting, the number of the members of the Council shall not be less than seven nor more than fifteen.

33. The first members of the Council shall be the subscribers to the Memorandum of Association.

34. The Council may from time to time and at any time appoint any member of the Association as a member of the Council, either to fill a casual vacancy or by way of addition to the Council, provided that the prescribed maximum be not thereby exceeded. Any member so appointed shall retain his office only until the next Annual General Meeting, but he shall then be eligible for re-election.

35. Any member of the Association shall be eligible to hold office as a member of the Council whatever may be his age, and no member of the Council shall be required to vacate his office by reason of his attaining or having attained the age of seventy years or any other age.

POWERS OF THE COUNCIL.

36. Subject as in these presents otherwise expressly provided the business of the Association shall be managed by the Council who may pay all such expenses of, and preliminary and incidental to, the promotion, formation, establishment and registration of the Association as they think fit, and may exercise all such powers of the Association, and do on behalf of the Association all such acts as may be exercised and done by the Association, and as are not by statute or by these presents required to be exercised or done by the Association in General Meeting, subject nevertheless to any regulations of these presents, to the provisions of the Statutes for the time being in force and affecting the Association, and to such regulations, being not inconsistent with the aforesaid regulations or provisions, as may be prescribed by the Association in General Meeting, but no regulation made by the Association in General Meeting shall invalidate any prior act of the Council which would have been valid if such regulation had not been made.

37. The members for the time being of the Council may act notwithstanding any vacancy in their body: Provided always that in case the members of the Council shall at any time be or be reduced in number to less than the minimum number prescribed by or in accordance with these presents, it shall be lawful for them to act as the Council for the purpose of admitting persons to membership of the Association, filling up vacancies in their body, or of summoning a General Meeting but not for any other purpose.

SECRETARY.

38. The Secretary shall be appointed by the Council for such time, at such remuneration and upon such conditions as they may think fit, and any Secretary so appointed may be removed by them. The provisions of sections 177 and 179 of the Act shall apply and be observed. The Council may from time to time by resolution appoint an assistant or deputy Secretary, and any person so appointed may act in place of the Secretary if there be no Secretary or no Secretary capable of acting.

THE SEAL.

39. The seal of the Association shall not be affixed to any instrument except by the authority of a resolution of the Council, and in the presence of at least two members of the Council and of the Secretary, and the said members and Secretary shall sign every instrument to which the seal shall be so affixed in their presence, and in favour of any purchaser or person bona fide dealing with the Association such signatures shall be conclusive evidence of the fact that the seal has been properly affixed.

DISQUALIFICATION OF MEMBERS OF THE COUNCIL.

40. The office of a member of the Council shall be vacated—

- (A) If a receiving order is made against him or he makes any arrangement or composition with his creditors.
- (B) If he becomes of unsound mind.
- (C) If he ceases to be a member of the Association.
- (D) If by notice in writing to the Association he resigns his office.
- (E) If he ceases to hold office by reason of any order made under section 138 of the Act.
- (F) If he is removed from office by a resolution duly passed pursuant to section 184 of the Act.

ROTATION OF MEMBERS OF THE COUNCIL.

41. At the first Annual General Meeting and at the Annual General Meeting to be held in every subsequent year, one-third of the members of the Council for the time being, or if their number is not a multiple of three then the number nearest to one-third, shall retire from office.

42. The members of the Council to retire shall be those who have been longest in office since their last election or appointment. As between members of equal seniority, the members to retire shall in the absence of agreement be selected from among them by lot. The length of time a member has been in office shall be computed from his last election or appointment. A retiring member of the Council shall be eligible for re-election.

43. The Association may, at the meeting at which a member of the Council retires in manner aforesaid, fill up the vacated office by electing a person thereto, and in default the retiring member shall, if offering himself for re-election, be deemed to have been re-elected, unless at such meeting it is expressly resolved not to fill such vacated office, or unless a resolution for the re-election of such member shall have been put to the meeting and lost.

44. No person not being a member of the Council retiring at the meeting shall, unless recommended by the Council for election, be eligible for election to membership of the Council at any General Meeting, unless within the prescribed time before the day appointed for the meeting there shall have been given to the Secretary notice in writing, by some member duly qualified to be present and vote at the meeting for which such notice is given, of his intention to propose

such person for election, and also notice in writing, signed by the person to be proposed, of his willingness to be elected. The prescribed time above mentioned shall be such that, between the date when the notice is served, or deemed to be served, and the day appointed for the meeting there shall be not less than four nor more than twenty-eight intervening days.

45. The Association may from time to time in General Meeting increase or reduce the number of members of the Council, and determine in what rotation such increased or reduced number shall go out of office, and may make the appointments necessary for effecting any such increase.

46. In addition and without prejudice to the provisions of section 184 of the Act, the Association may by Extraordinary Resolution remove any member of the Council before the expiration of his period of office, and may by an Ordinary Resolution appoint another qualified member in his stead; but any person so appointed shall retain his office so long only as the member in whose place he is appointed would have held the same if he had not been removed.

PROCEEDINGS OF THE COUNCIL.

47. The Council may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, and determine the quorum necessary for the transaction of business. Unless otherwise determined, three shall be a quorum. Questions arising at any meeting shall be decided by a majority of votes. In case of an equality of votes the Chairman shall have a second or casting vote.

48. A member of the Council may, and on the request of a member of the Council the Secretary shall, at any time, summon a meeting of the Council by notice served upon the several members of the Council. A member of the Council who is absent from the United Kingdom shall not be entitled to notice of a meeting.

49. The Council shall from time to time elect a Chairman who shall be entitled to preside at all meetings of the Council at which he shall be present, and may determine for what period he is to hold office, but if no such Chairman be elected, or if at any meeting the Chairman be not present within five minutes after the time appointed for holding the meeting and willing to preside, the members of the Council present shall choose one of their number to be Chairman of the meeting.

50. A meeting of the Council at which a quorum is present shall be competent to exercise all the authorities, powers and discretions by or under the regulations of the Association for the time being vested in the Council generally.

51. The Council may delegate any of their powers to committees consisting of such member or members of the Council as they think fit, and any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations imposed on it by the Council. The meetings and proceedings of any such committee shall be governed by the provisions of these presents for regulating the meetings and proceedings of the Council so far as applicable and so far as the same shall not be superseded by any regulations made by the Council.

52. All acts bona fide done by any meeting of the Council or of any committee of the Council, or by any person acting as a member of the Council, shall, notwithstanding it be afterwards discovered that there was some defect in the appointment or continuance in office of any such member or person acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed or had duly continued in office and was qualified to be a member of the Council.

53. The Council shall cause proper minutes to be made of all appointments of officers made by the Council and of the proceedings of all meetings of the Association and of the Council and of committees of the Council, and all business transacted at such meetings, and any such minutes of any meeting, if purporting to be signed by the Chairman of such meeting, or by the Chairman of the next succeeding meeting, shall be sufficient evidence without any further proof of the facts therein stated.

54. A resolution in writing signed by all the members for the time being of the Council or of any committee of the Council who are entitled to receive notice of a meeting of the Council or of such committee shall be as valid and effectual as if it had been passed at a meeting of the Council or of such committee duly convened and constituted.

GARDENS, RECREATION AND PLEASURE GROUNDS.

55. The use of the Association's gardens, recreation and pleasure grounds shall be subject to such byelaws or regulations and upon payment of such licence or other fee (if any) as may be resolved by the Association in General Meeting.

ACCOUNTS.

56. The Council shall cause proper books of account to be kept with respect to—

- (A) all sums of money received and expended by the Association and the matters in respect of which such receipts and expenditure take place;
- (B) all sales and purchases of goods by the Association; and
- (C) the assets and liabilities of the Association.

Proper books shall not be deemed to be kept if there are not kept such books of account as are necessary to give a true and fair view of the state of the affairs of the Association and to explain its transactions.

The books of account shall be kept at the office, or, subject to section 147 (3) of the Act, at such other place or places as the Council shall think fit, and shall always be open to the inspection of the members of the Council.

57. The Association in General Meeting may from time to time impose reasonable restrictions as to the time and manner of the inspection by the members, other than members of the Council, of the accounts and books of the Association, or any of them, and subject to such restrictions the accounts and books of the Association shall be open to the inspection of such members at all reasonable times during business hours.

58. At the Annual General Meeting in every year the Council shall lay before the Association a proper income and expenditure account for the period since the last preceding account (or in the case of the first account since the incorporation of the Association) made up to a date not more than four months before such meeting, together with a proper balance sheet made up as at the same date. Every such balance sheet shall be accompanied by proper reports of the Council and the Auditors, and copies of such account, balance sheet and reports (all of which shall be framed in accordance with any statutory requirements for the time being in force) and of any other documents required by law to be annexed or attached thereto or to accompany the same shall not less than twenty-one clear days before the date of the meeting, subject nevertheless to the provisions of section 158 (1) (c) of the Act, be sent to the Auditors and to all other persons entitled to receive notices of General Meetings in the manner in which notices are hereinafter directed to be served. The Auditors' report shall be open to inspection and be read before the meeting as required by section 162 of the Act.

AUDIT.

59. Once at least in every year the accounts of the Association shall be examined and the correctness of the income and expenditure account and balance sheet ascertained by one or more properly qualified Auditor or Auditors.

60. Auditors shall be appointed and their duties regulated in accordance with sections 159 to 162 of the Act, the members of the Council being treated as the Directors mentioned in those sections.

NOTICES.

61. A notice may be served by the Association upon any member, either personally or by sending it through the post in a prepaid letter, addressed to such member at his registered address as appearing in the register of members.

62. Any member described in the register of members by an address not within the United Kingdom, who shall from time to time give the Association an address within the United Kingdom at which notices may be served upon him, shall be entitled to have notices served upon him at such address, but, save as aforesaid and as provided by the Act, only those members who are described in the register of members by an address within the United Kingdom shall be entitled to receive notices from the Association.

63. Any notice, if served by post, shall be deemed to have been served on the day following that on which the letter containing the same is put into the post, and in proving such service it shall be sufficient to prove that the letter containing the notice was properly addressed and put into the post office as a prepaid letter.

DISSOLUTION.

64. Clause 7 of the Memorandum of Association of the Association relating to the winding up and dissolution of the Association shall have effect as if the provisions thereof were repeated in these Articles.

SCHEDULE 1 referred to in Article 9 above.

THIS AGREEMENT is made the day of 1958
Between

of Flat No. Dene Court Dene Gardens Stanmore in the County of Middlesex (hereinafter called "The Resident") of the one part and the DENE COURT (STANMORE) RESIDENTS ASSOCIATION LIMITED whose registered office is situate at 295 Harrow Road Wembley in the County of Middlesex (hereinafter called "the Association") of the other part.

1. In consideration of the licence hereinafter contained and subject to the terms of this Agreement the Resident hereby covenants to pay to the Association the annual sum of _____ by half-yearly payments on the 25th day of March and the 29th day of September in each year until the expiration of the term for which the Resident now holds the said Flat under the Lease granted to him by Highrix Estates Limited or until increased or decreased in accordance with clause 5 hereof.

2. During the said term the Resident the occupiers of his said Flat his successors in title and assignees and his and their invitees licensees guests shall be at liberty to use and enjoy the gardens and pleasure grounds delineated on the plan annexed hereto and thereon coloured green (hereinafter called "the gardens") in common with all other persons entitled to use and enjoy the same but subject to the provisions hereinafter contained.

3. The said licence is granted subject to the following conditions which the Resident hereby covenants with the Association shall be performed and observed :—

(i) The Association shall not be in any wise responsible or liable in respect of any hurt or harm which may befall or be suffered by any person exercising the said licence.

(ii) No person shall climb any wall fence railings or gate.

(iii) No person shall climb damage pull down or destroy any of the trees shrubs or plants or pluck the flowers in the gardens or break deface or injure any of the seats or any other property of the Association or wilfully cut up or injure the surface of the gravel walks or lawns or trample on or injure the flowers beds or place or leave any vehicle standing in the roadway all night or cause any obstructions or things on the walks or elsewhere.

(iv) No person shall ride any bicycle or tricycle in the gardens except in accordance with any regulations which the Association may publish.

(v) No person shall indulge in any noisy or disorderly conduct or practice likely to annoy residents or interfere with the quiet use and enjoyment of the gardens.

(vi) No person shall play any game in the gardens except such as may be permitted by any regulations which the Association may publish.

(vii) No carpets rugs doormats or other articles shall be beaten shaken cleaned or dusted in any part of the garden nor shall any dust or rubbish be swept or thrown or paper scattered

on any part of the gardens nor shall any laundry be dried or aired in the gardens except in such parts thereof as shall be specifically allocated for such use.

(viii) No person shall use or play any gramophone wireless or musical instrument in the gardens.

4. In consideration of the payment hereinbefore referred to the Association hereby covenants with the Resident to maintain the gardens in a clean and tidy condition.

5. The Association may from time to time publish regulations for the gardens subject to their being approved by a resolution of members of the Association passed at a general meeting of members of the Association and any regulations so published shall be deemed to be substituted for the conditions contained in clause 3 hereof during the period for which such regulations are in force.

6. The sum payable by the Resident under the provisions of clause 1 hereof may be reasonably varied by the Association which may from time to time fix the rate to be paid for the maintenance of the gardens by a resolution of members of the Association at a general meeting of members of the Association and such sum shall be payable by the Resident until such time as he shall procure that any assignee underlessee owner or occupier for the time being of the property known as Flat shall become a member of the Association in his stead and that such assignee underlessee owner or occupier for the time being of the said Flat shall have entered into an agreement with the Association in like terms as herein.

As witness the hands of the parties.

Schedule 11 as referred to in clause 1 herein.

FLAT

Any flat in the buildings or blocks of flats known as Dene Court, Dene Gardens, Stanmore in the County of Middlesex.

Schedule 111 as referred to in clause 6 herein

CLASSES OF MEMBERS

There shall be three classes of members called "A", "B" and "C" members respectively -

(a) A members shall include all members who occupy flats comprising 3 bedrooms and 2 reception rooms.

(b) B members shall include all members who occupy flats comprising 2 bedrooms and 2 reception rooms.

(c) C members shall include all members who occupy flats comprising 1 bedroom and 1 reception room.

ANNUAL SUM(S) PAYABLE

The annual sum payable to the Association by each member from time to time shall be fixed by the licence agreement referred to in Article 9 below PROVIDED that only Class A members shall pay the whole of the said sum and Classes B and C members shall pay 5/6ths and 4/6ths respectively of such sum.

PROVISO

(A) where two or more persons are entitled as lessees jointly or to occupation jointly they shall together constitute one member only; and

(B) where two or more interests subsist in the same flat, only the person or persons entitled to immediate occupation of such flat shall be admitted to membership.

NAMES, ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

Frederick Jack Pearce

FREDERICK JACK PEARCE,

38 Exeter Road,

South Harrow,

Middlesex,

Solicitors Managing Clerk.

Constance Margaret Allen
CONSTANCE MARGARET ALLEN,

23 Worfield Street,

Battersea, S.W.11,

Solicitors Managing Clerk.

DATED this 4th day of June, 1959.

WITNESS to the above signatures:

Joan M. Witts
JOAN M. WITTS,

110 Oakington Manor Drive,

Wembley,

Middlesex.

Secretary.

No. C. 173

DUPLICATE FOR THE FILE

No. 61246



Certificate of Incorporation

I Hereby Certify, that

DEWE COURT (STAMMORE) RESIDENTS ASSOCIATION LIMITED

is this day Incorporated under the Companies Act, 1948, and that the Company is Limited.

Given under my hand at London this Fourth day of November One Thousand Nine Hundred and Fifty nine.

A. J. M. [Signature]
ASSISTANT Registrar of Companies.

Certificate
received by }

TEM. 8377. Date 4/11/59