



CERTIFICATE OF INCORPORATION OF A PRIVATE LIMITED COMPANY

Company No. 6340494

The Registrar of Companies for England and Wales hereby certifies that
ALVER PARK MANAGEMENT (HOUSES) LIMITED

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

Given at Companies House, Cardiff, the 13th August 2007



N0 6340494P



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —



Companies House

— *for the record* —

Electronic statement of compliance
with requirements on application
for registration of a company
pursuant to section 12(3A) of the
Companies Act 1985

Company number

6340494

Company name

ALVER PARK MANAGEMENT (HOUSES)
LIMITED

I,

FORM 10 SECRETARIES FD LTD

of

39A LEICESTER ROAD
SALFORD
MANCHESTER
M7 4AS

a

person named as a secretary of the company in the
statement delivered to the registrar of companies
under section 10(2) of the Companies Act 1985

make the following statement of compliance in pursuance of section
12(3A) of the Companies Act 1985

Statement:

I hereby state that all the requirements of the
Companies Act 1985 in respect of the registration of
the above company and of matters precedent and
incidental to it have been complied with.

Confirmation of electronic delivery of information

This statement of compliance was delivered to the registrar of companies
electronically and authenticated in accordance with the registrar's
direction under section 707B of the Companies Act 1985.

WARNING: The making of a false statement could result in liability to
criminal prosecution



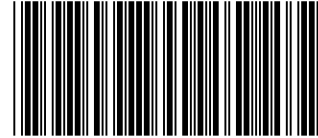
Companies House

— for the record —

10(ef)

**First directors and secretary and
intended situation
of registered office**

Received for filing in Electronic Format on the: **10/08/2007**



XHXM5RZS

*Company Name
in full:* **ALVER PARK MANAGEMENT (HOUSES)
LIMITED**

*Proposed Registered
Office:* **THE ESTATE OFFICE
OLD MANOR NURSERY
KILHAM LANE
WINCHESTER
HAMPSHIRE
SO22 5QD**

memorandum delivered by an agent for the subscriber(s): **Yes**

Agent's Name: **FORMATIONS DIRECT LTD**
Agent's Address: **39A LEICESTER ROAD
SALFORD
MANCHESTER
M7 4AS**

Company Secretary

Name **FORM 10 SECRETARIES FD LTD**

Address: **39A LEICESTER ROAD
SALFORD
MANCHESTER
M7 4AS**

Consented to Act: **Y** *Date authorised* **10/08/2007** *Authenticated:* **Y**

Director 1:

Name **FORM 10 DIRECTORS FD LTD**

Address: **39A LEICESTER ROAD
SALFORD
MANCHESTER
M7 4AS**

Consented to Act: **Y** *Date authorised* **10/08/2007** *Authenticated:* **Y**

Authorisation

Authoriser Designation: **SUBSCRIBER** *Date Authorised:* **10/08/2007** *Authenticated:* **Yes**

Companies Acts, 1985 to 1989

PRIVATE COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of **ALVER PARK MANAGEMENT (HOUSES) LIMITED**

1. The Company's name is **ALVER PARK MANAGEMENT (HOUSES) LIMITED**

2. The registered office of the company will be situated in **England and Wales**

3. The Company's objects are:

(A) To undertake the management and administration of the houses situated at **Carmine Court, Howe Road; Cobalt Court, Frobisher Close; Coral Court, Howe Road; Jasmine Court, Frobisher Close; Jade Court, Frobisher Close and Magenta Court, Howe Road**, all situated in **Rowner, Gosport, Hampshire** and to provide such services for the residents thereof and to carry out such reconstruction, renewal, repairs, maintenance or renovations thereto as may be necessary or desirable.

(B) To act as an association of and for the owners of the said land and premises and to manage and administer the said land and premises and in particular to provide such services for the residents thereof and to carry out such reconstruction, renewal, repairs, maintenance or renovation thereto as the Directors may consider necessary or desirable and to provide or procure the provision of such services as may be required or expedient.

(C) To purchase or sell, to take or let on lease, take or give in exchange or on hire, or otherwise acquire, grant, hold or dispose of for any estate or interest any real or personal property, and such other rights and interest in property as the Company shall think fit.

(D) To carry on any other trade or business whatever which, in the opinion of the Directors, can be advantageously carried on in connection with or ancillary to the business of the Company or is calculated directly or indirectly to enhance the value of or render profitable any of the property or rights of the Company.

(E) To borrow or raise or secure the payment of money for the purposes of or in connection with the business of the Company and to mortgage or charge the undertaking and all or any of the real and personal property and assets, present or future, of the Company upon such terms as the Directors may determine.

(F) To invest and deal with the moneys of the Company not immediately required and hold and deal with any investment so made in such manner as the Directors may determine.

(G) To lend or advance money and to give credit and to enter into guarantees or indemnities of any kind, whether secured or unsecured, and whether in respect of its own obligations or those of some other person or company in such circumstances and upon such terms as the Directors may think fit.

(H) To remunerate any person, firm or company for services rendered, or to be rendered, to, or in connection with the conduct of the business of, the Company.

(I) To lend and advance money or give credit on any terms and with or without security to any person, firm or company (including without prejudice to the generality of the foregoing any holding company, subsidiary or fellow subsidiary of, or any other company associated in any way with, the Company), to enter into guarantees, contracts of indemnity and suretyships of all kinds, to receive money on deposit or loan upon any terms, and to secure or guarantee in any manner and upon any terms the payment of any sum of money or the performance of any obligation by any person, firm or company (including without prejudice to the generality of the foregoing any such holding company, subsidiary, fellow subsidiary or associated company as aforesaid).

(J) To pay or agree to pay all or any of the promotion, formation and registration expenses of the Company.

(K) To do all such things as are incidental or conducive to the attainment of the above objects or any of them.

4. The income and property wheresoever and whensoever derived of the Company shall be applied solely towards the promotion of the objects of the Company as set forth in the 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 profits, to members of the Company. Provided that nothing herein shall prevent the payment in good faith, of 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.

5. The liability of the members is limited.

6. Every member of the Company undertakes to contribute such amount as may be required (not exceeding £1) to the Company assets if it should be wound up while he or she is a member or within one year after he or she ceases to be a member, for payment of the Association's debts and liabilities contracted before he or she ceases to be a member, and of the costs charges and expenses of winding up.

7. If the Company is wound up or dissolved and after all its debts and liabilities have been satisfied there remains any property it shall not be paid to or distributed amongst the members of the Company, but shall be given or transferred to some other business Company, charity or association having similar Objects which prohibits the distribution of its or their income and property to an extent at least as great as that imposed on the Company by this Memorandum, chosen by the members of the Company at or before the time of dissolution and if that cannot be done then to some other flat management or charitable object.

I, the person whose name and address is subscribed, am desirous of being formed into a Company, in pursuance of this Memorandum of Association.

Name and Address of Subscriber

NORMAN YOUNGER
39a Leicester Road
Salford
Manchester M7 4AS

Accountant

Dated **10082007**

Companies Acts, 1985 and 1989

A COMPANY LIMITED BY GUARANTEE

AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION

of **ALVER PARK MANAGEMENT (HOUSES) LIMITED**

PRELIMINARY

1. In these Articles:-

"dwelling" means a messuage or dwellinghouse comprised in any property for the time being managed by the Company pursuant to Clause 3(a) of the Memorandum of Association.

"dwellingholder" means the person or persons who are the freehold owner(s) of a dwelling; and so that whenever two or more persons are for that time being joint dwellingholders of any one dwelling they shall for all the purposes of these articles be deemed to constitute one dwellingholder.

"Table A" means Table A in The Companies (Tables A to F) Regulations 1985.

INTERPRETATION

2. (a) Subject as hereinafter provided or except where inconsistent with the provisions hereinafter contained, the regulations contained in Table A shall apply to the Company.

(b) Regulations 2 to 35 inclusive, 54, 55, 57, 59, 102 to 108 inclusive, 110, 114, 116 and 117 of Table A, shall not apply to the company but the articles hereinafter contained and, subject to the modifications hereinafter expressed, the remaining regulations of Table A shall constitute the articles of association of the Company.

(c) In regulation 1 of Table A, the definition of "the holder" shall be omitted.

3. The subscribers to the memorandum of association of the company and such other persons as are admitted to membership in accordance with the articles shall be members of the company. No person shall be admitted a member of the company unless he is approved by the directors. Every person who wishes to become a member shall deliver to the company an application for membership in such form as the directors require executed by him.

4. Only dwelling owners are entitled to be members of the company and membership is restricted to one owner per dwelling. On ceasing to be a dwelling owner, the owner is deemed to have automatically renounced membership of the company. Upon change of ownership of a dwelling, the membership attached to that dwelling automatically transfers to the new owner. The Directors may in their absolute discretion and without assigning any reason therefore, decline to register any member.

5. A membership fee of £1 is payable upon becoming a member of the company.
6. A member may at any time withdraw from the company by giving at least seven clear days' notice to the company. Membership shall not be transferable without consent of the Directors and shall cease on death.

NOTICE OF GENERAL MEETINGS

7. In regulation 38 of Table A -
- (a) in paragraph (b) the words "of the total voting rights at the meeting of all the members" shall be substituted for "in nominal value of the shares giving that right" and
- (b) the words "The notice shall be given to all the members and to the directors and auditors" shall be substituted for the last sentence.

PROCEEDINGS AT GENERAL MEETINGS

8. The words "and at any separate meeting of the holders of any class of shares in the company" shall be omitted from regulation 44 of Table A.
9. Paragraph (d) of regulation 46 of Table A shall be omitted.
10. No business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business: save as herein otherwise provided, two members present in person shall be a quorum. At the end of regulation 41 of Table A there shall be inserted the following: "If within half an hour from the time appointed for the holding of an adjourned meeting a quorum is not present, the meeting shall be dissolved."

VOTES OF MEMBERS

11. On a show of hands every member present in person shall have one vote. On a poll every member present in person or by proxy shall have one vote.

DIRECTORS

12. (a) The first Directors of the Company shall be the person or persons named in the statement delivered to the Registrar of Companies in accordance with Section 10 of the Act.
- (b) If and so long as there shall be one Director only he shall be entitled to exercise all the powers and shall carry out all the duties assigned to Directors and the provisions of these Articles and the regulations of Table A shall be construed accordingly. In regulation 64 of Table A for the word "two" there shall be substituted the word "one".

DIRECTORS' EXPENSES

13. The words "of any class of shares or" shall be omitted from regulation 83 of Table A.
14. Subject to the provisions of Section 310 of the Act, and in addition to such indemnity as is contained in regulation 118 of Table A, every Director, Secretary or other officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities incurred by him in or about the execution and discharge of the duties of his office.

PROCEEDINGS OF DIRECTORS

15. In paragraph (c) of regulation 94 of Table A the word "debentures" shall be substituted for the words "shares, debentures or other securities" in both places where they occur.

MINUTES

16. The words "of the holders of any class of shares in the company" shall be omitted from regulation 100 of Table A.

NOTICES

17. The second sentence of regulation 112 of Table A shall be omitted.

18. The words "or of the holders of any class of shares in the company" shall be omitted from regulation 113 of Table A.

AUDITORS

19. The appointment of an auditor shall be subject to the regulations concerning exemption from such an appointment where the relevant criteria as defined by the Act are met.

SEAL

20. In accordance with the provisions of the Act the Company need not have a seal. If it does have a seal Regulation 101 of Table A shall apply.

Name and Address of Subscriber:-

NORMAN YOUNGER
39a Leicester Road
Salford
M7 4AS

Accountant

Dated **10082007**