

Private Company Limited by Shares

Written Resolution

of

**MANOR COURT MANAGEMENT COMPANY (SUTTON ON FOREST) LIMITED (the  
Company)**

**Company Number: 11766924**

Circulation Date: *25 January* 2019

Pursuant to Chapter II of Part 13 of the Companies Act 2006, I the undersigned being the person entitled to vote on the resolution below on the date hereof, hereby irrevocably agree to the said resolution which is thus passed as a Special Resolution:

"THAT with immediate effect, the draft articles of association attached to this written resolution be adopted as the articles of association of the Company in substitution for, and to the exclusion of, the Company's existing articles of association."

and I agree that the resolution is thus passed as a Special Resolution and shall be valid and effective as if passed at a general meeting of the Company duly convened and held.

Signed: *[Signature]*

*James* Philip Lewis Ogden

Dated: *25 January 2019*

We hereby certify that this is a true copy

*Harrowells*

*31 1 19*

HARROWELLS  
Solicitors  
Moorgate House  
Clifton Moorgate  
York YO30 4WY

**Notes:**

1. If you agree with the resolution, please indicate your agreement by signing and dating this document where indicated above and returning the signed version, either by hand or by post to c/o Harrowells Limited, Moorgate House, Clifton Moorgate, York, YO30 4WY.

You may not return the resolution to the Company by any other method.

If you do not agree to the resolution, you do not need to do anything. You will not be deemed to agree if you fail to reply.

2. Once you have indicated your agreement to the resolution, you may not revoke your agreement.

3. Unless by 28 February 2019 sufficient agreement is received for the resolution to pass, it will lapse. If you agree to the resolution, please ensure that your agreement reaches us before or during this date.

**The Companies Act 2006  
COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

of

**MANOR COURT MANAGEMENT COMPANY (SUTTON ON  
FOREST) LIMITED**

Incorporated on 15 January 2019

(amended by a special written resolution of the Company passed  
on 25 January 2019)

**Company No. 11766924**

**Harrowell**

Harrowells Limited  
Moorgate House, Clifton Moorgate, York YO30 4WY  
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**THE COMPANIES ACT 2006**  
**COMPANY LIMITED BY SHARES**

**ARTICLES OF ASSOCIATION**

**of**

**MANOR COURT MANAGEMENT COMPANY (SUTTON ON FOREST) LIMITED**

**DEFINITIONS AND INTERPRETATION**

1. The Model Articles shall apply to the Company save in so far as they are excluded or varied hereby and the Articles hereinafter contained shall together be the regulations of the Company.
2. In these Articles:
  - 2.1. **"the Act"** means the Companies Act 2006;
  - 2.2. **"the Development"** means the water treatment facility at Manor Court, Sutton on the Forest forming part of the land presently registered under title number NYK413284 and shown shaded red on the plan attached to the transfer to the Company thereof dated on or around the date of the resolution adopting these Articles and made between (1) Pauline Mary Myers and Peter Ransom Myers and (2) Manor Court Management Company (Sutton on the Forest) Limited;
  - 2.3. **"Director"** means a director of the Company from time to time;
  - 2.4. **"dwelling"** means any dwelling comprised in the Development and being numbers 1 to 5 (inclusive) Manor Court, Carr Lane, Sutton-on-the-Forest, York YO61 1EB;
  - 2.5. **"dwelling holder"** means the person or persons in whom a dwelling is vested and so that whenever two or more persons are for the time being joint dwelling holders of any one dwelling they shall for all the purposes of these Articles be deemed to constitute one dwelling holder;
  - 2.6. **"Members"** means members holding shares in the Company from time to time;

- 2.7. **"Model Articles"** means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2009/3229).
3. Expressions referring to writing shall be construed as including references to printing, lithography, photography and other modes of representing or reproducing words in a visible form.
4. Unless the context otherwise requires words or expressions contained in these Articles shall bear the same meaning as in the Act or any statutory modification thereof in force at the date at which these Articles become binding on the Company.

## **OBJECTS**

5. The objects for which the Company is established are:
- 5.1. to acquire the freehold interest in the Development and to hold the same as an investment for the benefit of the Members of the Company;
  - 5.2. to maintain and repair any plant and equipment, treatment plants, paths, roads, passageways, access points, grounds and landscaping connected with the Development;
  - 5.3. to manage and administer the Development and keep the Development insured (so far as applicable) and pay all premiums payable in respect thereof and to employ appropriate staff and other managing agents;
  - 5.4. to grant or acquire such leases, licences, easements, rights, privileges and profits and to enter into such deeds containing such covenants, provisions and conditions as may be requisite to secure to the dwelling holders the full beneficial enjoyment of the dwellings and to provide for the maintenance of the Development;
  - 5.5. to maintain, decorate, repair, construct, alter and improve any apartments, flats, service suites, houses, buildings and garages comprised in the Development and to enter into contracts with builders, tenants and others and to finance building operations and to consolidate, connect and subdivide properties;
  - 5.6. to arrange any new services or amenities connected with the Development;

- 5.7. to carry on any other trade or business which can, in the opinion of the board of Directors, be advantageously carried on in connection with, or ancillary to, any of the business of the Company;
  - 5.8. to purchase, or by other means, acquire and take options over any property whatsoever and any rights and privileges of any kind over or in respect of any property;
  - 5.9. to improve, manage, construct, repair, develop, exchange, let on lease or otherwise, mortgage, charge, sell, dispose of, turn to account, grant licences, options, rights and privileges in respect of or otherwise deal with all or any part of the property or rights of the Company;
  - 5.10. to deal with the monies of the Company not immediately required in such manner as may from time to time be determined by the Company;
  - 5.11. to draw, make, accept, endorse, discount, negotiate, execute and issue cheques, bills of exchange, promissory notes, bills of lading, warrants, debentures and other negotiable or other transferable instruments;
  - 5.12. to enter into any arrangement with any government or authority (supreme, municipal, local or otherwise) that may seem conducive to the attainment of the Company's objects or any of them and to obtain from any such government or authority any charters, decrees, rights, privileges or concessions which the Company may think desirable and to carry out, exercise and comply with any such charters, decrees, rights, privileges and concessions;
  - 5.13. to pay all or any expenses incurred in the connection with the promotion, formation and incorporation of the Company or to contract with any person, firm or Company to pay the same;
  - 5.14. to borrow money without limit as to amount and upon such terms and in such manner as they think fit, and to grant any mortgage, charge or standard security over its undertaking, property and uncalled capital, or any part thereof, and to issue debentures, debenture stock and other securities whether outright or as security for any debt, liability or obligation of the Company or of any third party; and
  - 5.15. to do all such other things as may be deemed incidental or conducive to the attainment of the Company's objects.
6. The objects set forth in Article 5 shall not be restrictively construed but the widest interpretation shall be given thereto, and they shall not, except where the context expressly so requires, be in any way limited or restricted by

reference to or inference from any other object or objects set forth in such sub-article or from the terms of any other sub-article or from the name of the Company. None of such sub-articles or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or power mentioned in any other sub-article, but the Company shall have as full a power to exercise all or any of the objects conferred by and provide in each of the said sub-articles as if each sub-article contained the objects of a separate company.

## **SHARE CAPITAL**

7. No share shall be allotted or transferred to any person who is not a dwelling holder.
8. Subject to Article 7, the Directors are generally and unconditionally authorised for the purposes of Section 549 and 551 of the Act to allot shares in the Company up to an aggregate nominal amount of £5.00 provided that this authority shall, unless renewed, varied or revoked by the Company, expire on the date being five (5) years from the date of adoption of these articles. In accordance with section 567(1) of the Act, sections 561 and 562 of the Act shall not apply to an allotment of equity securities (as defined in section 560(1) of the Act) made by the Company.
9. If any dwelling holder parts with all interest in the unit held by him, or if his interest therein for any reason ceases and determines, he or, in the event of his death, his legal personal representative or representatives, or in the event of his bankruptcy, his trustee in bankruptcy, shall transfer his share in the Company to the person or persons becoming dwelling holder of the said dwelling in his place.
10. The price to be paid on the transfer of every share under this Article shall, unless the transferor and transferee otherwise agree, be its nominal value.
11. If the holder of a share (or his legal personal representative or trustee in bankruptcy) refuses or neglects to transfer it in accordance with this Article, one of the Directors, duly nominated for that purpose by a resolution of the Board, shall be the attorney of such holder, with full power on his behalf and in

his name to execute, complete and deliver a transfer of his share to the person or persons to whom the same ought to be transferred hereunder; and the Company may give a good discharge for the purchase money and enter the *name of the transferee of the said share in the Register of Members as the holder thereof.*

12. If a Member shall die or be adjudged bankrupt, his legal personal representative or representatives or the trustee in his bankruptcy shall be entitled to be registered as a Member of the Company, provided only that he is, or they shall for the time being be, the unit holder of the unit formerly held by such deceased or bankrupt Member. Articles 27, 28 and 29 of the Model Articles shall be construed accordingly.
13. The Directors shall refuse to register any transfer of shares made in contravention of the foregoing provisions, but otherwise shall have no power to refuse to register a transfer. Article 26 (5) of the Model Articles shall not apply to the Company.

#### **GENERAL MEETINGS AND RESOLUTIONS**

14. Every notice convening a general meeting shall comply with the relevant provisions of the Act and a copy of notices of and other communications relating to any general meeting which any Member is entitled to receive shall be sent to the Directors and to the auditor for the time being of the Company.
15. On a show of hands and on a poll every Member present in person or by proxy shall have one vote in respect of their own individual unit.
16. A resolution in writing signed by all Members for the time being entitled to receive notice of and to attend and vote at general meetings (or being corporations by their duly authorised representatives) shall be as valid and effective as if the same had been passed at a general meeting of the Company duly convened and held. Any such resolution in writing may consist of two or *more documents in like form each signed by one or more of such Members.*



## **DIRECTORS**

17. For so long as a Member is a dwelling holder, such dwelling holder shall have the right to appoint one person as a Director of the Company and either accept the resignation of, or remove such person so appointed, in each case by written notice to the Company. Each of the Members shall do all things reasonably in their power to give effect to such appointment or removal. Such appointment or resignation shall be made by notice in writing to the Company signed by the Member exercising such right. Any such appointment shall take effect when the notice is received or at any later time specified for the purpose in the notice and if not previously terminated, such appointment shall terminate on the relevant Member ceasing to be a unit holder and ceasing to hold shares in the Company.
18. No Director of the Company shall be appointed or removed otherwise than pursuant to these Articles, save as provided by law.
19. Unless and until fixed by the Company in general meeting there shall be no maximum or minimum number of Directors.
20. A Director may vote as a Director in regard to any contract or arrangement in which he is interested or upon any matter arising thereout, 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 Article 14 of the Model Articles shall be modified accordingly.
21. A resolution in writing pursuant to Article 8(2) of the Model Articles may consist of two or more documents in like form each signed by one or more of the Directors and Article 8(2) of the Model Articles shall be modified accordingly. This Article 21 shall also apply to any resolution of a committee of Directors.

## **DIVIDENDS**

22. The income and property of the Company shall be applied solely towards the promotion of its objects as set forth in Article 5 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 Members, provided that nothing herein shall

prevent any payment in good faith to any Director, officer, servant or Member of the Company of reasonable and proper remuneration for any services rendered to the Company, of interest on money lent to the Company at a reasonable and proper rate or of reasonable and proper rent for premises demised or let to the Company.

23. Articles 30 to 36 inclusive of the Model Articles shall not apply to the Company.