

**with requirements on application  
for registration of a company**

12

Please do not  
write in  
this margin

Pursuant to section 12(3) of the Companies Act 1985

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

To the Registrar of Companies  
(Address overleaf)

For official use

For official use

Name of company:

\* CHATTIS HILL STABLES RESIDENTS ASSOCIATION LIMITED

\* insert full  
name of Company

I, KATHERINE JANE BRADBURY

of Messrs. Parker Bullen, Solicitors,

5 The Carronades, New Road,

Southampton, Hampshire. SO2 0AA

† delete as  
appropriate

do solemnly and sincerely declare that I am a [Solicitor engaged in the formation of the company]†

~~person named as director or secretary of the company in the statement delivered to the registrar~~

~~under section 10(2)†~~ and that all the requirements of the above Act 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 EWING, HICKMAN & CLARK

Declarant to sign below

SOLICITORS

18 BRUNSWICK PLACE,

the 27th day of August 1992

One thousand nine hundred and

before me

PETER A. E. STONE, B.A. (SOTON)

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

Presenter's name address and  
reference (if any): CGB

Messrs Parker Bullen  
5 The Carronades  
New Road  
Southampton  
SO2 0AA

For official Use

New Companies Section

Post room

NC  
28 AUG 1992  
COMPANIES  
HOUSE



C O M P A N I E S   H O U S E

10

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

This form should be completed in black.

CN

2744961

For official use



Company name (in full)

CHATTIS HILL STABLES RESIDENTS ASSOCIATION LIMITED

Registered office of the company on  
incorporation.

RO

45 CASTLE STREET

Post town SALISBURY

County/Region WILTSHIRE

Postcode SP1 3SS

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



Name PARKER BULLEN

RA

5 THE CARRONADES

NEW ROAD

Post town SOUTHAMPTON

County/Region HAMPSHIRE

Postcode SO2 0AA

Number of continuation sheets attached



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

PARKER BULLEN 5 THE CARRONADES NEW ROAD  
SOUTHAMPTON

Postcode SO2 0AA

Telephone 0703 223267

Extension CGB

**Company Secretary** (See notes 1 - 5)

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.

**Consent signature**

**CS** MRS  
HILARY JANE  
PORTER  
N/A  
N/A  
N/A  
**AD** 2 CHATTIS HILL STABLES  
SPITFIRE LANE  
Post town STOCKBRIDGE  
County/Region HAMPSHIRE  
Postcode SO20 6JS Country ENGLAND

I consent to act as secretary of the company named on page 1

Signed

Date

8/6/92

**Directors** (See notes 1 - 5)

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.

Date of birth

Business occupation

Other directorships

\* Voluntary details

**CD**  
ROLAND HARRY  
PLASCOPT  
N/A  
N/A  
N/A  
**AD** 4 CHATTIS HILL STABLES  
SPITFIRE LANE  
Post town STOCKBRIDGE  
County/Region HAMPSHIRE  
Postcode SO20 6JS Country ENGLAND

**DO**

0 4 0 6 2 4

Nationality

**NA** BRITISH**OC**

RETIRED GOVERNMENT OFFICIAL

**OD**

NONE

I consent to act as director of the company named on page 1

Signed

Date

8/6/92

**Consent signature**

**Directors** (continued)

(See notes 1 - 5)

**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****CD**

MRS

MADELEINE JULIET

SUMSION

N/A

N/A

N/A

**AD**

8 CHATTIS HILL STABLES

SPITFIRE LANE

Post town STOCKBRIDGE

County/Region HAMPSHIRE

Postcode SO20 6JS

Country ENGLAND

**DO**

2 9 0 1 4 6

Nationality

**NA**

BRITISH

**OC**

DIRECTOR - LOCAL GOVERNMENT

**OD**

N/A

I consent to act as director of the company named on page 1

Signed

Madeleine Sumson

Date 12.4.92

Delete if the form  
is signed by the  
subscribers.

Parker Butler

Signature of agent on behalf of all subscribers

Date 21.08.92

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.

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

Signed

Date

THE COMPANIES ACT 1985  
AS AMENDED BY THE COMPANIES ACT 1989

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL



MEMORANDUM AND ARTICLES OF ASSOCIATION

OF

2744961

CHATTIS HILL STABLES RESIDENTS ASSOCIATION LIMITED

1. The name of the Company is "Chattis Hill Stables Residents Association Limited".
2. The registered office of the Company will be situate in England and Wales.
3. The objects for which the Company is established are as follows:-
  - (a) To acquire the premises known as Chattis Hill Stables, Stockbridge (hereinafter called "the Estate") and to hold the same for the benefit of the Members of the Company (hereinafter called "the dwellingholders")
  - (b) To undertake the management administration maintenance repair decoration upkeep and cleaning (together hereinafter referred to as "the management") of the Estate and to keep the Estate or any part thereof insured and pay all premiums payable in respect thereof and to provide services for dwellingholders as may be necessary and in connection therewith:-
    - (i) To enter into such deeds agreements leases or instruments containing such covenants provisions and conditions as may be requisite to secure the full enjoyment to the dwellingholders and to provide for the management of the Estate and services for the dwellingholders
    - (ii) To estimate the costs for the management of the Estate and the provisions of services for the dwellingholders
    - (iii) To collect from the dwellingholders such sums as shall be due to the Company from the dwellingholders under the provisions of their leases
    - (iv) To engage and employ professional Managing Agents

Accountants Surveyors Valuers Architects and  
Solicitors and Contractors or Servants

- (v) To pay the costs fees charges expenses salaries wages and commissions of any person or persons engaged or employed by the Company and all rates taxes and outgoings in respect of the Estate and all other expenses incurred by the Company
- (c) To purchase take on lease or otherwise acquire grant or sell hold or dispose of any estate or interest in any real or personal property or such other rights and interests in property as the Company shall think fit
- (d) To accept draw make discount and endorse execute negotiate and issue Bills of Exchange promissory notes and other negotiable or transferable instruments
- (e) To invest any monies of the Company not immediately required in such manner as may from time to time be determined and to hold sell or otherwise deal with any investments made
- (f) To borrow and raise money in such manner as the Company shall think fit and to secure the repayment of any money borrowed raised or owing by mortgage charge lien or other security upon the whole or any part of the Company's property or assets (whether present or future) including its uncalled capital and also by a similar mortgage charge lien or security to secure and guarantee the performance by the Company of any obligation or liability it may undertake or which may become binding on it
- (g) To lend and advance money or give credit on such terms as may seem expedient and with or without security, to enter into guaranteed contracts of indemnity and suretyships of all kinds, to receive money on deposit or on loan upon such terms as the Company may approve and to secure or guarantee the payment of any sums of money or the performance of any obligations by any Company firm or person
- (h) To enter into any arrangements 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
- (i) To pay all or any expenses incurred in connection with

the promotion formation and incorporation of the Company, or to contract with any person firm or Company to pay the same

- (j) To carry on all or any businesses which may seem to the Company capable of being conveniently carried on in connection with or as ancillary to any of the above objects or which it may be advisable to undertake for the purpose thereof
- (k) To do all such things as are incidental or conducive to the attainment of the above objects or any of them

The objects set forth in each sub-clause of this clause 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-clause or from the terms of any other sub-clause or from the name of the Company. None of such sub-clauses or the object or objects therein specified or the powers thereby conferred shall be deemed subsidiary or ancillary to the objects or powers mentioned in any other sub-clause, but the Company shall have as full a power to exercise all or any of the objects conferred by and provided in each of the said sub-clauses as if each of the sub-clauses contained the objects of a separate Company. The word "Company" in this clause, except where used in reference to the Company, shall be deemed to include any partnership or other body or persons, whether incorporated or unincorporated and whether domiciled in the United Kingdom or elsewhere

- 4. The income and property of the Company whencesoever derived shall be applied solely towards the promotion of the objects of the Company as set forth in this Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly by way of dividend bonus or otherwise howsoever by way of profit to the Members of the Company. Provided that nothing herein shall prevent the payment in good faith of reasonable and proper remuneration to any officer or servant of the Company or to any Member of the Company in return for any services actually rendered to the Company nor prevent the payment of interest on money lent by any Member of the Company or the Council of Management at a reasonable and proper rate or reasonable and proper rent for the premises demised or let by any other Member of the Company or of out of pocket expenses to any Member of the Council of Management; but so that no Member of the Council of Management (hereinafter called "the Council") shall be appointed to any salaried office of the Company or any office of the Company paid by fees and that no remuneration or other benefit in money or moneys worth shall be given by the Company to any Member of such Council.

- 5. The liability of the Members is limited.

6. Every Member of the Company undertakes to contribute to the assets of the Company in the event of its being wound up while he is a Member or within one year afterwards for payment of the debts and liabilities of the Company contracted before he ceased to be a Member and the costs, charges and expenses of winding up for the adjustment of the rights of contributories among themselves such amount as may be required not exceeding £5.



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

---

ROLAND HARRY PLASCOTT  
4 Chattis Hill Stables  
Stockbridge

*R. H. Plascott*

RETIRED GOVERNMENT OFFICIAL

MADELEINE JULIET SUMSION  
8 Chattis Hill Stables  
Stockbridge

*Madeleine Sumsion*

DIRECTOR - LOCAL GOVERNMENT

---

Dated this 8<sup>th</sup> day of June 1992

Witness to the above signatures:-

*Mr. A. Wood.  
Anne Wood.  
1, Chattis Hill Stables.  
Stockbridge  
Hants.*

*Housewife.*

THE COMPANIES ACT 1985  
AS AMENDED BY THE COMPANIES ACT 1989

COMPANY LIMITED BY GUARANTEE  
AND NOT HAVING A SHARE CAPITAL

ARTICLES OF ASSOCIATION  
OF  
CHATTIS HILL STABLES RESIDENTS ASSOCIATION LIMITED

PRELIMINARY

1. Regulations 2 to 35 inclusive, 54, 55, 57 and 59, 65 to 69 inclusive, 82, 84, 87, 94, 95, 101, 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.

INTERPRETATION

2. In these Articles:-

"the Estate" shall have the meaning assigned to it under the Memorandum of Association but shall also include any land or premises for the time being owned or managed by the Company

"dwelling" means a flat maisonette messuage or dwellinghouse comprised in the Estate

"month" means calendar month

"resident" means the person or persons who is for the time being the lessee of a dwelling comprised in the Estate and so that whenever two or more persons are for the time being joint dwellingholders of any one dwelling they shall for all the purposes of these Articles be deemed to constitute one dwellingholder

"the Developer" means Usborne Developments Limited whose Registered Office is at 8 Minories London EC3N 1BJ

"the Board" means the Directors for the time being of the Company consisting of and constituting the Board of Directors.

"elected Director" means any Director of the Company other than a Subscriber to the Memorandum

In regulation 1 of Table A, the definition of "the holder" shall be omitted

Expressions referring to writing shall, unless the contrary intention appears, be construed as including reference to printing, lithography, photography and other modes of representing or reproducing words in a visible form

#### MEMBERS

3. The Subscribers to the Memorandum of Association shall be Members of the Company. Save as aforesaid no person shall be admitted as a Member of the Company other than a resident who has signed a written consent to become a Member
4. The subscribers to the Memorandum of Association shall, if not residents, cease to be Members as soon as the residents of all the dwellings comprised in the Estate have become Members.
5. A Member shall cease to be such on ceasing to be a resident.
6. 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 a Member in his place until such time as another person becomes the Lessee of the dwelling of which the Member was the Lessee immediately prior to his death or bankruptcy.

#### 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. A Quorum at a general meeting shall be two Members present in person or by proxy.
9. The words "and if at the adjourned meeting a quorum is not present within half an hour of the time appointed for the meeting the meeting shall be dissolved" should be added to Regulation 41 of Table A.

10. The words "and at any separate meeting the holders of any class of Shares in the Company" shall be omitted from Regulation 44 of Table A.
11. Paragraph (a) of Regulation 46 of Table A shall be omitted.

#### VOTES OF MEMBERS

12. Subject as hereinafter provided every Member shall have one vote. On a show of hands votes may be given personally and on a poll votes may be given personally or by proxy.

#### THE BOARD OF DIRECTORS

13. The first Directors of the Company shall be the persons named in the statement delivered under Section 10 of the Act.
14. The Board of Directors may from time to time and at any time appoint any Member of the Company as an additional Director either to fill a casual vacancy or by way of addition to the Board. Any Member so appointed shall retain his office only until the next annual general meeting and shall then be eligible for re-election. No person who is not a Member of the Company shall in any circumstances be eligible to hold office as a Director of the Company.

#### ALTERNATE DIRECTORS

15. (a) Each Director shall have the power at any time to appoint as his alternate either another Director from the Board or any other person and, at any time, to terminate such appointment. Every appointment and removal of an alternate Director shall be in writing signed by the appointor and shall only take effect upon receipt of such written appointment or removal at the registered office of the Company.
- (b) An alternate Director so appointed shall be subject to the provisions of these Articles with respect to the Board. An alternate Director shall during his appointment be an officer of the Company and shall not be deemed to be an agent of his appointor.
- (c) An alternate Director shall (subject to his giving to the Company an address at which notices may be served upon him) be entitled to receive notices of all meetings of the Board and of any committee of the Board of which his appointor is a Director and to attend and exercise as many votes at any such meeting at which his appointor is not personally present as his appointor would have been entitled to exercise and generally in the absence of his appointor to perform and exercise all functions, rights, powers and duties as a Director of the Company and to receive notice of

all General Meetings.

- (d) The appointment of an alternate Director of the Company shall automatically determine on the happening of any event which, if he were a Director of the Company would cause him to vacate such office, or if his appointor shall cease for any reason to be a Director of the Company otherwise than by retiring and being re-appointed at the same meeting.
- (e) Any person may act as an alternate Director of the Company to represent more than one Director who is a Nominee and an alternate Director shall be entitled at meetings of the Board, or any committee of the Board, to exercise as many votes as the Director of the Company he represents could have exercised if present.

#### EXPENSES OF DIRECTOR

- 16. The words "of any class of Shares or" shall be omitted from Regulation 83 of Table A.

#### PROCEEDINGS OF THE BOARD OF DIRECTORS

- 17. Subject as hereinafter provided at meetings of the Board every Director of the Company shall have one vote.
- 18. The Quorum for the transaction of the business of the Board may be fixed by the Board and unless so fixed at any other number shall be two.
- 19. 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

- 20. The words "of the holders of any class of Shares in the Company" shall be omitted from Regulation 100 of Table A.

#### NOTICES

- 21. The second sentence of Regulation 112 of Table A shall be omitted.
- 22. The words "or the holders of any class of Shares in the Company" shall be omitted from Regulation 113 of Table A.

#### COMPANY SEAL

- 23. The Company shall not be obliged to affix its common seal to any document which is to be executed by the Company as a deed and regulation 101 of Table A shall be amended

accordingly. It shall be sufficient for any document being executed as a Deed for and on behalf of the Company to be signed by either two Directors or a Director and Secretary of the Company.

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NAMES ADDRESSES AND DESCRIPTIONS OF SUBSCRIBERS

---

ROLAND HARRY PLASCOTT  
4 Chattis Hill Stables  
Stockbridge

*R. H. Plascott*

RETIRED GOVERNMENT OFFICIAL

MADELEINE JULIET SUMSION  
8 Chattis Hill Stables  
Stockbridge

*Madeleine Sumson.*

DIRECTOR - LOCAL GOVERNMENT

---

Dated this 8<sup>th</sup> day of June 1992

Witness to the above signatures:-

*The A. Wood.*  
*Anne Wood.*  
*1, Chattis Hill Stables*  
*Stockbridge*  
*Hants.*

*Housewife.*



FILE COPY



**CERTIFICATE OF INCORPORATION  
OF A PRIVATE LIMITED COMPANY**

No. 2744961

I hereby certify that

CHATTIS HILL STABLES RESIDENTS ASSOCIATION  
LIMITED

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

Given under my hand at the Companies Registration Office,  
Cardiff the 4 SEPTEMBER 1992

  
P. BEVAN

an authorised officer

HC007B