

THE COMPANIES ACTS 1948 TO 1967

COMPANY LIMITED BY GUARANTEE AND NOT HAVING A SHARE CAPITAL

MEMORANDUM OF ASSOCIATION

of

BOWNHAM PARK RODBOROUGH RESIDENTS'

ASSOCIATION LIMITED

1. The name of the Company (hereinafter called "the Association") is "BOWNHAM PARK RODBOROUGH RESIDENTS' ASSOCIATION LIMITED".
2. The Registered Office of the Association will be situate in England
3. The objects for which the Association is formed are:

To regulate for the benefit of all the Residents at Bownham Park in the Parish of Rodborough near Stroud in the County of Gloucester the enjoyment of amenities and the provision of services for the benefit of the Residents at Bownham Park aforesaid (hereinafter called "the Estate") and in particular but without prejudice to the generality of the foregoing

(A)(1)(a) To acquire at the Estate all or any of the following lands hereditament and rights:-

- (i) the site and surface of the private roadways within and leading to the Estate from the adjacent public highways.
- (ii) the verges grasslands greenswards woodlands copses and other amenity lands at or near the Estate.
- (iii) all the common lengths of drainage for stormwater and foul drainage and all necessary catchpits soakaways gulleys and manholes and all rights and easements incidental to the enjoyment use and upkeep thereof
- (iv) the benefit of and right to enforce all covenants and other obligations for the time being to be observed by the owners or occupiers of any land part of or buildings on the Estate with power in that behalf to prosecute or compromise or defend any proceedings to waive vary or substitute any covenant or other obligation and to make byelaws and regulations for the good management of the Estate by which its members and others shall abide

(2) (a) (i) to engage contractors agents workmen and others to carry out works for the upkeep improvement and amenity of the Estate and its approaches.

(ii) to collect from residents on the Estate such contributions or subscriptions towards the Association's expenses and to provide for its future commitments and contingencies as may be determined in accordance with the Articles of Association.

(b) To enter into such arrangements as may seem desirable.

(B) 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.

(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 lend money with or without security and to invest and deal with the moneys of the Association not immediately required for its purposes in or upon such investments, securities or property and in such manner as may from time to time be determined.

(G) To promote any company or companies for the purpose of acquiring all or any of the property and liabilities of the Association or for any other purposes calculated to benefit the Association.

(H) To draw, make and accept bills of exchange and promissory notes and other negotiable instruments.

(I) To do all such other things as are incidental or as the Association may think conducive to the attainment of the above objects or any of them, and to deal with any other matters of interest to members.

(J) To accept contributions and donations for or towards the attainment of the objects of the Association or any of them.

4. The liability of the members is limited.

5. Every member of the Association undertakes to contribute to the assets of the Association in the event of the same being wound up during the time he is a member or within one year afterwards, for payment of the debts and liabilities of the Association contracted before the time at which he ceases to be a member, and of the costs, charges and expenses of the winding up and for the adjustment of the rights of the contributories among themselves such amount as may be required, but in any case not exceeding the sum of £1.