

Register Number: 748436

I hereby certify that

**PARKLEIGH SEVEN MILLS OWNERS' MANAGEMENT COMPANY LIMITED BY  
GUARANTEE**

is this day incorporated under the  
Companies Act 2014, and that the  
company is a

CLG - Company Limited by Guarantee

Given under my hand at Dublin, this

**Tuesday, the 12th day of September, 2023**

*Maureen O'Sullivan*

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**For Registrar of Companies**

**COMPANIES ACT 2014  
SCHEDULE 10  
SECTION 1176  
FORM OF CONSTITUTION OF COMPANY LIMITED BY GUARANTEE**

**CONSTITUTION OF  
PARKLEIGH SEVEN MILLS OWNERS' MANAGEMENT COMPANY LIMITED BY  
GUARANTEE  
(the "COMPANY")**

**MEMORANDUM OF ASSOCIATION**

1. The name of the company is **Parkleigh Seven Mills Owners' Management Company Limited by Guarantee.**
2. The Company is a company limited by guarantee, registered under Part 18 of the Companies Act 2014 (the "Act").
3. The objects for which the Company is established are as follows:
  - 3.1. To carry on the business of a property management company and/or an owners' management company and to manage and administer the scheme of development known or intended to be known as Parkleigh, Seven Mills, Clonburris, Dublin 22 and any additions, extensions, variations or reductions from time to time to the said development;
  - 3.2. To provide and/or arrange for the provision to the owners, lessees, tenants and occupiers of any one or more of the Blocks and/or Units and to any property management companies and/or owners' management companies that may at any time be established to manage any part or parts of the Estate such amenities, facilities and services as may be deemed appropriate from time to time;
  - 3.3. To manage and maintain the Estate generally and the common areas;
  - 3.4. To acquire, including without limitation by the acquisition of the freehold, a long leasehold or other reversionary interest, the common areas;
  - 3.5. To establish and operate a service charge regime in relation to the amenities, facilities and services provided or maintained from time to time by or on behalf of the Company including without limitation levying and collecting service charges;
  - 3.6. If and insofar as may be or become applicable to exercise and carry out such powers and functions as are conferred or imposed on an owners' management company by the MUDs Act;
  - 3.7. To establish a sinking fund and/or a reserve fund and/or other funds and to charge and collect contributions to any such funds;
  - 3.8. To engage agents, employees, contractors, porters, stewards, caretakers, cleaners, gardeners and other persons for the purposes of carrying out the objects or exercising the powers herein;
  - 3.9. To repair, maintain, decorate, renovate, rebuild, reinstate, renew, preserve, improve, cultivate and insure the common areas;
  - 3.10. To exercise the powers and carry out the functions of a management company including (but without limitation): to enter into agreements, transfers, leases, licences and management agreements with the Owners, tenants and occupiers of any one or more of the Blocks (or any part of a Block) and/or Units and other premises in the Estate or any part of it and the doing of all such things as are incidental or conducive to the attainment of this object in connection with the Estate generally or the common areas or any of them; the granting of easements, rights and licences over the common areas or any of them and entering into

covenants and agreements in respect thereof; and such other matters as the Directors may deem appropriate from time to time;

- 3.11. To make and enforce rules, house rules, regulations, restrictions and bye-laws for Owners, lessees and/or occupiers of Blocks, Units and/or other premises in the Estate and other users of the common areas and to alter, vary, amend or add to same;
- 3.12. To purchase, acquire, hold, sell, exchange, partition, mortgage, charge, lease, dispose of, hire and rent property, of any nature, and to acquire easements over such property on such terms as the Company may from time to time determine and to exercise all powers of a lessor in any lease which the Company may make or acquire;
- 3.13. To carry out repairs and maintenance on or to any part of the Estate which is not in the Company's ownership or control where such repairs are deemed to be reasonably necessary to ensure the safe and effective occupation or the peaceful enjoyment or occupation of the owners, lessees and/or occupiers of one or more of the Blocks or any part of a Block and/or any one or more of the Units;
- 3.14. To appoint agents to manage the Estate generally including the common areas and to employ, delegate to and hire such persons and firms for such purposes and on such terms as to remuneration and otherwise as the Directors may deem appropriate;
- 3.15. To process personal data and sensitive personal data relating to any Owner and/or any tenants and/or licensees of any Owner in accordance with the principles of General Data Protection Regulation (GDPR) including but not limited to (i) disclosing information relating to the payment or non-payment of service charges and sinking fund/reserve fund contributions to some or all of the Owners; and (ii) disclosing information relating to any breach of any rules, house rules, regulations, restrictions and byelaws relating to the Estate or any part of it to some or all of the Owners;
- 3.16. To borrow or 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 or lien upon the whole or any part of the property or assets of the Company, whether present or future, and also by a similar mortgage, charge or lien to secure and guarantee the performance by the Company of any obligation or liability it may undertake provided that no mortgagee or other person or company advancing money to the Company shall be concerned to enquire into the necessity or propriety of raising money or as to the amount required or the application thereof;
- 3.17. To invest any monies requiring investment in any manner which may be thought fit and whether trustee investments or otherwise or in the purchase of property of any nature with power from time to time to vary such investments; and
- 3.18. To do such other things as are incidental or conducive to the attainment of the above objects or as are calculated to enhance the value and beneficial advantage of the Estate or any part of it.

The objects set forth in any sub-clause of this clause shall not, except when the context expressly so requires, be in any way limited or restricted by reference to or inference from the terms of any other sub-clause, or by the name of the Company. None of such sub-clauses or the object therein specified or the powers thereby conferred shall be deemed subsidiary or auxiliary merely to the objects mentioned in the first sub-clause of this clause, but the Company shall have full power to exercise all or any of the powers conferred by any part of this clause, and notwithstanding that the business, undertaking, property, or acts proposed to be transacted, acquired, dealt with, or performed do not fall within the objects of the first sub-clause of this clause.

Provided that the provisions of this clause shall be subject to the Company obtaining where necessary for the purpose of carrying any of its objects into effect such license, permit or authority as may be required by law.

4. The liability of the Members is limited.
5. Every Member of the Company undertakes to contribute to the assets of the Company, if the Company is wound up while he or she is a Member or is wound up within one year after the date on which he or she ceases to be a Member, for
  - (a) the payment of the debts and liabilities of the Company contracted before he or she ceases to be a Member, and the costs, charges and expenses of winding up; and for
  - (b) the adjustment of the rights of the contributories among themselves, such amounts as may be required not exceeding €1.00 (one euro)
6. Defined terms in the Articles of Association of the Company shall have the same meaning when used in this memorandum of association unless the context otherwise requires.

## ARTICLES OF ASSOCIATION

1. The 'optional provisions' (as that term is defined by section 1177(2) of the Act) shall apply to the constitution of the Company save to the extent that they are disapplied, modified, or supplemented by these Articles of Association
2. In these Articles of Association the following expressions shall, unless the contrary intention appears, have the following meanings:

2.1. Definitions:

<b>"Act"</b>	means the Companies Act 2014 and includes any statutory consolidation, amendment, modification or re-enactment thereof from time to time in force;
<b>"Apartments"</b>	any residential apartments comprised in a Block and any two or more of them and "Apartment" means any one of the Apartments;
<b>"Article"</b>	means an article in these Articles of Association of the Company;
<b>"Block"</b>	means a building or block now housing any Residential Unit or Commercial Unit now or at any time built in or on the Estate;
<b>"Company"</b>	means <b>Parkleigh Seven Mills Owners' Management Company Limited by Guarantee</b> established to acquire, hold and manage the Common Areas;
<b>"Commercial Unit"</b>	means a unit in the Estate which is not a Residential Unit and is intended for commercial or amenity use including the Crèche Building;
<b>"Commercial Unit Owner"</b>	means the owner of a Commercial Unit, in each case under and by virtue of a Relevant Deed;
<b>"Crèche Building"</b>	means any building that at any time is wholly or partly used or designed for use as a crèche and/or childcare facility including any ancillary play areas, facilities and amenities;
<b>"Directors"</b>	means the Directors for the time being of the Company or the Directors present at a meeting of the board of Directors and includes any person occupying the position of Director, by whatever name called;
<b>"Duplexes"</b>	any residential duplex comprised in a Block and any two or more of them and "Duplex" means any one of the Duplexes;
<b>"Estate"</b>	means the mixed use scheme of development known or intended to be known as Parkleigh, Seven Mills, Clonburris, Dublin 22 and any permitted additions, extensions, variations or reductions from time to time to the said development;
<b>"House"</b>	means a dwellinghouse including any driveway/garden(s) associated with such unit;
<b>"Member"</b>	means a member of the company who must be an Owner or a Subscriber;

<b>"Owner"</b>	means (a) the owner of a Block or part of a Block, (b) the owner of part of the Estate, or (c) the owner of a Unit, in each case under and by virtue of a Relevant Deed;
<b>"MUDs Act"</b>	means the <i>the Multi-Unit Developments Act 2011</i> as may be amended or supplemented from time to time, and the following expressions shall, unless the context requires otherwise, have the meanings ascribed to them by section 1 of the MUDs Act: 'common areas', 'multi-unit development', 'owners' management company';
<b>"Occupational Lease"</b>	means a lease, licence or occupancy arrangement granted to or entered into at any time with a tenant, licensee or occupier at any time of a Commercial Unit or Crèche Building under a lease, licence or occupancy arrangement for a term or period of thirty-five (35) years or less;
<b>"Register"</b>	means the register of members of the Company to be kept as required by section 169 of the Act;
<b>"Registered Office"</b>	means the registered office for the time being of the Company;
<b>"Relevant Deed"</b>	means: <ul style="list-style-type: none"> <li>(a) any lease granted for a term of 100 years or more of a Commercial Unit, Duplex or Apartment, in each case not being an Occupational Lease, a Sub-station Deed or lease that wholly or mainly relates to plant, equipment, fixtures, machinery and/or apparatus; and</li> <li>(b) any deed of freehold transfer of a House or any part or parts of the Estate (not being a Sub-station Deed) including without limitation of any Unit;</li> </ul>
<b>"Residential Unit"</b>	means a House, Duplex or an Apartment or other residential unit and in each case that has been constructed and completed;
<b>"Seal"</b>	means the common seal of the Company;
<b>"Secretary"</b>	means any person appointed to perform the duties of the Secretary of the Company;
<b>"Sub-station Deed"</b>	means a lease or deed of transfer to the Electricity Supply Board and/or ESB Networks or to any utility board or authority at any time of any electricity sub-station and/or similar or related accommodation and/or facilities in the Estate including any supplemental or related agreement, document or deed whether for the grant of easements, wayleaves or otherwise;
<b>"Subscribers"</b>	mean the initial subscribers;
<b>"Unit"</b>	means a Residential Unit or Commercial Unit;

- 2.2. Words denoting persons shall include persons, corporations, clubs, associations and co-partnership firms.
- 2.3. Words importing only the singular number shall include the plural number and vice versa.
- 2.4. Words importing the masculine gender shall include the feminine gender.
- 2.5. Expressions referring to writing shall, unless the contrary intention appears, be construed as including references to printing, lithography, photography and any other modes of representing or reproducing words in a visible form.

The following Regulations shall apply to the Company:

3. The number of members with which the Company proposes to be registered is two.
4. The Members shall be confined to (a) the Subscribers and (b) the Owners.
5. Where two or more persons jointly (whether as joint tenants or tenants in common or otherwise howsoever) are the Owner of one Unit they shall together constitute one Member and unless all such persons notify the Secretary in writing of their nomination of one of them to exercise the voting and other powers vested in such Member then the person whose name first appears in the Register shall exercise the voting and other powers vested in such Member.
6. Where the ownership of a Unit is sold or otherwise disposed of, the membership of the Company in respect of that particular Unit shall automatically transfer to the new Owner and the transferring Owner shall automatically cease to be a member. The Company is obliged to issue a membership certificate to the members concerned as soon as practicable following notification of the change and also to update the Register of Members of the Company. The Subscribers, unless they are Unit Owners, shall cease to be Members on the completion of the first transfer of ownership of a Unit. From that time on the Owners shall be the only members.
7. Section 1199(8) of the Act does not apply.
8. The Company may have for use in any place abroad an official seal which shall resemble the common seal of the Company with the addition on its face of the name of every place abroad where it is to be used.
9. Subject to sections 181 and 191 of the Act and (if and to the extent applicable) section 17 of the MUDs Act, an AGM, a meeting for the consideration of any annual report and a meeting called for the passing of a special resolution shall be called by 21 (twenty one) days' notice in writing at the least, and a meeting of the Company (other than an AGM, a meeting for the consideration of an annual report, or a meeting for the passing of a special resolution) shall be called by 14 (fourteen) days' notice in writing at the least. The notice shall be exclusive of the day on which it is served or deemed to have been served and of the day for which it is given and shall specify the place, the day and hour of the meeting and, in the case of special business, the general nature of that business and shall be given in manner hereinafter mentioned to such persons as are under the Articles of Association of the Company entitled to receive such notices from the Company. The application of section 181 of the Act shall be modified accordingly.
10. The Company shall in each year hold a general meeting as its Annual Meeting (the AGM) and also (if and to the extent applicable) as the meeting prescribed by Section 17 of the MUDs Act in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it; and not more than 15 (fifteen) months shall elapse between the date of one AGM of the Company and that of the next.

11. The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by any person entitled to receive notice shall not invalidate the proceedings of that meeting.
12. In any case in which a provision of the Act, or of this constitution, requires or authorises a notice to be served on or given to a Member by the company, or an officer of it, the notice shall, save where the means of serving or giving it specified in paragraph (d) is used, be in writing and may be served on or given to the Member in one of the following ways;
  - 12.1. by delivering it to the Member;
  - 12.2. by leaving it at the registered address of the Member;
  - 12.3. by sending it by post in a prepaid letter to the registered address of the Member; or
  - 12.4. by electronic means if the following conditions are satisfied:
    - 12.4.1. the Member has consented in writing to the Company, or the officer of it, using electronic means to serve or give notices in relation to him or her by the provision of an email address to the Company;
    - 12.4.2. at the time the electronic means are used to serve or give the notice in relation to the Member, no notice in writing has been received by the company or the officer concerned from the Member stating he or she has withdrawn the consent referred to in paragraph (i); and
    - 12.4.3. the particular means used to serve or give the notice electronically are those that the Member has consented to.
13. Without prejudice to section 181(3) of the Act, any notice served or given in accordance with Article 12 shall be deemed, in the absence of any agreement to the contrary between the company (or, as the case may be, the officer of it) and the Member, to have been served or given:
  - 13.1. in the case of its being delivered, at the time of delivery (or, if delivery is refused, when tendered);
  - 13.2. in the case of its being left, at the time that it is left;
  - 13.3. in the case of its being posted (to an address in the State) on any day other than a Friday, Saturday or Sunday, 24 hours after despatch and in the case of its being posted (to such an address):
    - 13.3.1. on a Friday – 72 hours after despatch;
    - 13.3.2. on a Saturday or Sunday – 48 hours after despatch; or
    - 13.3.3. in the case of electronic means being used in relation to it, 12 hours after despatch.
  - 13.4. In this Article, 'registered address', in relation to a Member, means the address of the Member as entered in the register of Members or, if no such address has been entered, at a Unit owned by him/her.
14. Notice of every general meeting shall be given in any manner hereinbefore authorised to:
  - 14.1. every Member;



- 14.2. every person being a personal representative, the Official Assignee in bankruptcy, the attorney under an enduring power of attorney which has been registered pursuant to section 10 of the Powers of Attorney Act 1996, or a liquidator of a Member where the Member but for his death, bankruptcy, the registration of an enduring power of attorney, or insolvency would be entitled to receive notice of the meeting;
- 14.3. the Directors and Secretary; and
- 14.4. the auditor for the time being of the Company.

No other person shall be entitled to receive notices of general meetings.

15. All general meetings other than AGMs shall be called extraordinary general meetings.
16. The Directors of the Company may, whenever they think fit, convene an extraordinary general meeting. If, at any time, there are not sufficient Directors capable of acting to form a quorum, any Director or any member of it may convene an extraordinary general meeting in the same manner or as nearly as possible as that in which meetings may be convened by the Directors.
17. The Directors shall, on the requisition of one or more members holding, or together holding, at the date of the deposit of the requisition, not less than 10 per cent of the total voting rights of all the members having, at the date of the deposit, the right to vote at general meetings of the Company, forthwith proceed duly to convene an extraordinary general meeting of the Company.
18. In matters concerning the Commercial Units only, each Commercial Unit Owner shall have one vote per Commercial Unit owned. All votes shall be of equal value and no persons other than the Commercial Unit Owners shall have a vote.
19. In matters concerning the Houses only, each Owner of a House shall have one vote per House owned. All votes shall be of equal value and no persons other than the Owners of a House shall have a vote.
20. In matters concerning the Blocks only, each Owner shall have one vote per Unit owned in a Block. All votes shall be of equal value and no persons other than the Owners of a Unit in a Block shall have a vote. Provided always that the maximum votes that any Member can exercise will be limited to fifty votes.
21. In matters concerning the Estate generally, each Owner shall have one vote per Unit owned. All votes shall be of equal value and no persons other than the Owners shall have a vote. Provided always that the maximum votes that any Member can exercise will be limited to fifty votes.
22. No Member shall be entitled to vote at any general meeting unless all monies immediately payable by him to the Company have been paid.
23. All business shall be deemed special that is transacted at an extraordinary general meeting and also all that is transacted at an AGM with the exception of the consideration of the Company's statutory financial statements and the reports of the Directors (including any annual report) and auditors, the election of Directors, the re-appointment of the retiring auditors and the fixing of their remuneration.
24. 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 (2) Members present in person or where the Member is a company by a duly appointed representative shall be a quorum.
25. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting, if convened upon 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 to such other day and at such other time and place as the Directors may determine, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Members present shall be a quorum. The application of section 182(5) of the Act shall be modified accordingly.

26. The chairperson, if any, of the board of Directors shall preside as chairperson at every general meeting of the Company, or if there is no such chairperson, or if he is not present within fifteen (15) minutes after the time appointed for the holding of the meeting or is unwilling to act, the Directors present shall elect one of their number to be chairperson of the meeting.
27. If at any meeting no Director is willing to act as chairperson or if no Director is present within 15 minutes after the time appointed for holding the meeting, the Members present shall elect one of their number to be chairperson of the meeting.
28. The chairperson 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 the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.
29. 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 on the declaration of the result of the show of hands in relation to it) demanded by:
  - 29.1. by the chairperson; or
  - 29.2. by at least 2 Members present in person or by proxy; or
  - 29.3. any Member or Members present in person or by proxy and representing not less than 10 per cent of the total voting rights of all the Members of the Company having the right to vote at the meeting.

Unless a poll is so demanded, a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or lost, and an entry to that effect in the book containing the minutes of proceedings of the Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

The demand for a poll may be withdrawn.

30. Except as provided in Article 32, if a poll is duly demanded it shall be taken in such manner as the chairperson directs and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
31. Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote.
32. A poll demanded on the election of a chairperson, or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time as the chairperson of the meeting directs, and any business other than that upon which a poll has been demanded may be proceeded with pending the taking of the poll.
33. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and

every vote not disallowed at such meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the chairperson of the meeting whose decision shall be final and conclusive.

34. The instrument appointing a proxy shall be in writing under the hand of the appointor or of his attorney duly authorised in writing, or, if the appointor is a body corporate, either under seal or under the hand of an officer or attorney duly authorised. A proxy need not be a Member.
35. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notorially certified copy of that power or authority shall be deposited at the Registered Office or such other place within the State as is specified for that purpose in the notice convening the meeting by the commencement of the meeting or adjourned meeting at which the person named in the instrument proposes to vote, or, in the case of a poll, before the time appointed for the taking of the poll, and in default the instrument of proxy shall not be treated as valid. The application of section 183 of the Act shall be modified accordingly.
36. Votes may be given either personally or by proxy. A Member shall be regarded as having voted at a meeting of Members where the Member has validly appointed a proxy to vote at the meeting and the proxy has voted at the meeting.
37. An instrument appointing a proxy shall be in the following form or a form as near to is as circumstances permit:

[name of Company] ("the Company")

[name of member] ("the Member") of [address of member] being a member of the Company hereby appoint/s [name and address of proxy] or failing him or her

[name and address of alternative proxy] as the proxy of the Member to attend, speak and vote for the Member on behalf of the Member at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the [date of meeting] and at any adjournment of the meeting.

The proxy is to vote as follows:

Voting instructions to Proxy (choice to be			
ked with an "X")			
Number or description of resolution	In Favour	Abstain	Against
1.			
2.			
3.			
Unless otherwise instructed the proxy will vote as he or she thinks fit.			
Signature of Member:		Date:	

38. The instrument appointing a proxy shall be deemed to confer authority to demand or join in demanding a poll.
39. A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the appointer or revocation of the proxy or of the authority under which the proxy was executed, if no intimation in writing of such death, mental incapacity or revocation as aforesaid is received by the Secretary at the office before the commencement of the meeting or adjourned meeting at which the proxy is used.
40. Subject to section 193 of the Act (as modified by section 1208 of the Act), a resolution in writing signed by all the Members for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by

their duly authorised representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held, and if described as a special resolution shall be deemed to be a special resolution within the meaning of the Act. Any such resolution in writing may consist of several documents in the like form each signed by one or more of the Members or their duly authorised representatives).

41. At the first annual general meeting of the Company, all the Directors shall retire from office. At every annual general meeting after that, one third, or, if that is not a whole number, the closest whole number to one third, shall retire from office. Those to retire shall be those who have been longest in office since last having been elected, except that, for those who became Directors on the same day, those to retire out of them shall be decided by lot or agreed amongst themselves.
42. Where a Director retires as required by Article 40, he or she shall be deemed to be re-elected if he or she offers himself or herself for re-election, a resolution for his or her re-election has not been put to the meeting referred to in that Article and lost, there has been no express resolution not to fill his or her vacated office, and the members at that meeting do not elect someone as Director in his or her place.
43. No person other than a Director retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of Director at any general meeting unless, not less than 3 nor more than 21 days before the date appointed for the meeting, there has been left at the Company's Registered Office notice in writing, signed by a Member duly qualified to attend and vote at the meeting for which such notice is given, of his intention to propose such a person for election, and also notice in writing signed by that person of his willingness to be elected.
44. The number of Directors, from time to time, shall be not less than two and not more than five.
45. In accordance with Section 16 of the Multi-Unit Developments Act, 2011, no person shall be appointed a Director of the Company if such appointment is for life or for a period in excess of 3 years.
46. Someone appointed by the Directors to be a Director, either to fill a casual vacancy or as an addition to the existing Directors shall not be taken into account in determining the Directors who are to retire at the next annual general meeting after that appointment.
47. In the case of a resolution to remove a Director under Section 146 of the Companies Act 2014 or to appoint somebody instead of the Director so removed at the meeting at which he or she is removed, and where it is not practicable that the Company give its members notice of any such resolution at the same time and in the same manner as it gives notice of that meeting, the Company may give notice of such resolution in any manner which the Directors may decide on.
48. A meeting of the Directors or of a committee referred to in Section 160(9) of the Companies Act 2014 may consist of a conference between some or all of the Directors or, as the case may be, members of the committee who are not all in one place, where each of them is able (directly or by means of telephonic, video or other electronic communication), to communicate with each of the others by sign language or in any other manner agreed to by the Directors, as well as in any circumstance provided for by law.
49. At the start of a conference referred to in Article 48, whether occurring under that Article or as provided for by law, each Director or, as the case may be, members of the committee must acknowledge that he or she accepts that the conference is such a conference and is a meeting of the Directors or of a committee referred to in Section 160(9) of the Companies Act 2014, as the case may be.
50. A Director or, as the case may be, member of the committee taking part in a conference referred to in Article 48, whether occurring under that Article or as

provided for by law, may not stop taking part in the conference without the express permission of the chairperson, and shall be conclusively deemed to have taken part in the meeting unless and until the chairperson gives such permission.



51. A Director may vote in respect of any contract in which he is interested or any matter arising therefrom provided that prior to such vote the Director shall have disclosed his interest and the nature thereof.
52. The office of Director shall be vacated if a Director:
  - 52.1. is adjudicated bankrupt or being a bankrupt has not obtained a certificate of discharge in the relevant jurisdiction; or
  - 52.2. becomes or is deemed to be subject to a disqualification order within the meaning of the Act; or
  - 52.3. makes any arrangement or composition with his creditors generally; or
  - 52.4. becomes prohibited from being a Director by reason of any provision of law; or
  - 52.5. the health of the Director is such that he can no longer be reasonably regarded as possessing an adequate decision making capacity; or
  - 52.6. resigns his office by notice in writing to the Secretary; or
  - 52.7. is convicted of an indictable offence other than an offence which in the reasonable opinion of the Board of Directors does not affect his position as a Director of the Company; or
  - 52.8. is directly or indirectly interested in any contract with the Company and fails to declare the nature of his interest in the manner required by section 231 of the Act; or
  - 52.9. commits any serious act of dishonesty or repeated acts of dishonesty;
  - 52.10. is for more than 6 months absent, without the permission of the Directors, from meetings of the Directors held during that period; or
  - 52.11. ceases to be a Unit Owner.
53. The Company shall, if but only if the provisions of the MUDs Act apply to it, comply with the applicable provisions of the MUDs Act to the extent they do apply.
54. The Company shall not enter into a contract for the provision of a service or the purchase of goods which is expressed to run for a period in excess of 3 years from the date the contract is entered into by the Company or which provides for a penalty to be imposed on or damages to be paid by the Company if the contract is terminated by it after a period of 3 years from the date the contract is entered into by the Company.
55. Subsection (5) of Section 218 of the Companies Act 2014 shall apply to the Company.
56. The Company shall indemnify every current or former officer of it, including a statutory auditor, against any liability incurred by him or her in defending proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted, or in connection with any proceedings or application referred to in, or under, Section 233 or 234 of the Companies Act 2014 in which relief is granted to him or her by the High Court.
57. The Company shall, as soon as is practicable, establish and maintain a scheme in respect of annual service charges from which the Company may discharge ongoing expenditure reasonably incurred on the insurance, maintenance and repair of the

common areas and on the provision of common or shared services to Unit Owners and occupiers in the Estate. The Company shall maintain such records of all expenditure incurred so as to allow appropriate verification and audits to be undertaken.

58. The Company shall not enter into a contract for the provision of a service or the purchase of goods for a period in excess of three years or where such contract provides for a penalty to be imposed on or damages to be paid by the Company if the contract is terminated by it after a period of three years from the date on which the contract was entered into.
59. The Secretary (having agreed in writing to accept the office) shall be appointed by the Directors for such term and at such remuneration and upon such conditions as they may think fit; and any Secretary so appointed may be removed by them.

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We, the persons whose names, addresses and descriptions are subscribed, wish to be formed into a Company in pursuance of this constitution.

<b>Names, Addresses and Description of Subscribers</b>	<b>Signature</b>
Declan Murray 45 Church Drive Eden Gate Delgany Wicklow	 _____ <b>Declan Murray</b>
Gerald Hoare 56 Weston Road Dublin 14	 _____ <b>Gerald Hoare</b>

Signature in writing of the above subscriber, attested by witness as provided for below:

Dated the 5<sup>th</sup> day of September 2023

Witness to the above Signatures:

Name:           Teresea Callaghan          

Address:           45 Mespil Road          

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