

COMPANIES ACT 2014

SCHEDULE 10

FORM OF CONSTITUTION OF COMPANY LIMITED BY GUARANTEE

Section 1176.

CONSTITUTION

OF

ADERRIG PHASE 3 PROPERTY OWNERS' MANAGEMENT COMPANY LIMITED BY GUARANTEE

MEMORANDUM OF ASSOCIATION

1. The name of the company is: **ADERRIG PHASE 3 PROPERTY OWNERS' MANAGEMENT COMPANY LIMITED BY GUARANTEE**
2. The company is a company limited by guarantee, registered under *Part 18* of the *Companies Act 2014*.
3. The objects for which the company is established are as follows:
 - (A) To establish and operate a management company, managing the common areas of a residential or mixed use development. To collect service charges and to carry on all activities in relation to the aforementioned activities and to the upkeep of the common areas generally.
 - (B) To carry on any other trade or business which can, in the opinion of the Board of Directors, be advantageously carried on by the Company in connection with or as ancillary to any of the above businesses or the general business of the Company, or further any of its objects.
 - (C) To apply for all licences which may be required to further any of its objects.
 - (D) To purchase, take on lease or in exchange, hire or otherwise acquire and hold for any estate or interest any lands, buildings, easements, rights, privileges, concessions, patents, patent rights, licences, secret processes, machinery, plant, stock-in-trade, and any real or personal property of any kind for such consideration and on such terms as may be considered expedient.
 - (E) To erect, construct, lay down, enlarge, alter and maintain any roads, railways, tramways, sidings, bridges, reservoirs, shops, stores, factories, buildings, works, plant and machinery necessary or convenient for the Company's objects, and to contribute to or subsidise the erection, construction and maintenance of any of the above.
 - (F) To borrow or raise or secure the payment of money for the purposes of or in connection with the Company's objects, and for the purposes of or in raising of money by the Company to become a member of any building society. To open and operate bank accounts in any country.
 - (G) To mortgage and charge the undertaking and all or any of the real and personal property and assets, present or future, and all or any of the uncalled capital for the time being of the Company, and to issue at par or at a premium or discount, and for such consideration and with and subject to such rights, powers, privileges and conditions as may be thought fit, debentures or debenture stock, either permanent or redeemable or repayable, and collaterally or further to secure any securities of the Company by a trust deed or other assurance.
 - (H) To receive and acquire money by donation, gift, subscription or otherwise and to apply or expend such funds to or upon all or any of the objects of the company, directly or indirectly.
 - (I) To receive money on loan upon such terms as the Company may approve, and to guarantee the obligations and contracts of any person or corporation.

(J) To make advances to customers and others with or without security, and upon such terms as the Company may approve.

(K) To grant pensions, allowances, gratuities and bonuses to officers, ex-officers, employees of the Company or its predecessors in business or the dependents or connections of such persons, to establish and maintain or concur in establishing and maintaining trusts, funds or schemes (whether contributory or non-contributory) with a view to providing pensions or other benefits for any such persons as aforesaid, their dependents or connections, and to support or subscribe to any charitable funds or institutions, the support of which may, in the opinion of the Directors, be calculated directly or indirectly to benefit the Company or its employees, and to institute or maintain any club or other establishment or profit sharing scheme calculated to advance the interests of the Company or its officers or employees.

(L) To draw, make, accept, endorse, negotiate, discount and execute promissory notes, bills of exchange and other negotiable instruments.

(M) To invest and deal with the moneys of the Company not immediately required for the purposes of its objects in or upon such investments or securities and in such manner as may from time to time be determined.

(N) To accept payment for any property or rights sold or otherwise disposed of or dealt with by the Company, either in cash, by instalments or otherwise, or in fully or partly paid-up shares of any company or corporation, with or without deferred or preferred or special rights or restrictions in respect of dividend, repayment of capital, voting or otherwise, or in debentures or mortgage debentures or debenture stock, mortgages or other securities of any company or corporation, or partly in one mode and partly in another, and generally on such terms as the Company may determine, and to hold, dispose of or otherwise deal with any shares, stock or securities so acquired.

(O) To sell, improve, manage, develop, turn to account, exchange, let on rent, royalty, share profits or otherwise, grant licences, easements and other rights in or over, and in any other manner deal with or dispose of the undertaking and all or any of the property and assets for the time being of the Company for such consideration as the Company may think fit.

(P) To amalgamate with any other company whose objects are to include objects similar to those of this Company.

(Q) To do all or any of the above things in any part of the world, and either as principals, agents, trustees, contractors or otherwise, and either alone or in conjunction with others, and either by or through agents, trustees, sub-contractors or otherwise.

4. To carry on all such other things as are incidental or conducive to the attainment of the above object.

5. The liability of the members is limited.

6. 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

(b) the adjustment of the rights of contributories among themselves.

such amount as may be required, not exceeding €1.00.

ARTICLES OF ASSOCIATION

Definitions:

“The Company” means the owners’ management company established to acquire, hold and manage the common areas of a residential or mixed use development in accordance with the Multi Unit Development Act 2011.

“The Estate” means the development whose common areas will be managed by the Company.

“Unit” means a unit in the Estate designed for the use and occupation as a house, apartment, flat or other dwelling which has self-contained facilities or for commercial use.

“Unit Owner” means a person other than the Owners’ Management Company who holds the highest freehold or leasehold estate or interest in respect of a unit in the Estate.

The following Regulations shall apply to the company:

1. The Regulations as contained in the Multi Unit Development Act 2011 shall apply to the company as applicable.
2. The number of members with which the company proposes to be registered is **two**.
3. The Subscribers to the Constitution and such other persons as the Directors shall admit to membership shall be members of the company.
4. Every Unit Owner of the Estate shall automatically be admitted to membership of the company.
5. Where the ownership of a unit in the Estate is sold or otherwise disposed of, membership of the Company in respect of that Unit shall automatically transfer to the new Unit Owner and transferring Unit 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.
6. 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.
7. In accordance with Section 17(3) of the Multi Unit Development Act 2011, an Annual General Meeting of the Company shall be called by at least 21 clear days’ notice in writing given to every member. The company shall not be entitled to call and hold Annual General Meetings of the Company at less than the notice period provided for in Section 181 of the Companies Act 2014.
8. Every member shall have one vote per Unit owned. All votes shall be of equal value and no persons other than the Unit Owners shall have a vote.
9. No member shall be entitled to vote at any general meeting unless all moneys immediately payable by him to the Company have been paid.
10. 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.
11. Where a director retires as required by Regulation 10, 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 Regulation 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.
12. Where the company increases or reduces the number of directors, it may also decide in what rotation an increased or reduced number of directors is to go out of office.
13. 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.

14. 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.
15. 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.
16. The remuneration of the directors of the company shall be such as is determined, from time to time, by the company in general meeting.
17. 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 any manner agreed to by the directors (including sign language), as well as in any circumstance provided for by law.
18. At the start of a conference referred to in Regulation 17, whether occurring under that Regulation 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.
19. A director or, as the case may be, member of the committee taking part in a conference referred to in Regulation 16, whether occurring under that Regulation 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.
20. An extraordinary general meeting of the company not for the passing of a special resolution, other than an adjourned meeting, shall be called by not less than 14 days' notice.
21. *Subsection (5) of section 182* of the *Companies Act 2014* shall apply to the company, but as if it read 30 instead of 15 minutes.
22. The business of the annual general meeting may include the election and re-election of directors and the remuneration of the directors.
23. *Subsection (5) of section 218* of the *Companies Act 2014* shall apply to the company.
24. 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.
25. (a) In accordance with Section 18 of the Multi-Unit Developments Act, 2011, 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 of the Estate and on the provision of common or shared services to the owners and occupiers of units in the Estate. The Company shall maintain such records of all expenditure incurred so as to allow appropriate verification and audits to be undertaken.

(b) The annual service charge for any particular period shall not be levied unless it has been approved the members in general meeting.

(c) The owner of each unit in the Estate (including a person who is the developer or building contractor of the development) shall be under an obligation to pay all service charges levied by the Company

26. In accordance with Section 19 of the Multi-Unit Developments Act, 2011, the Company shall establish a building investment fund (“sinking fund”) for the purpose of discharging expenditure reasonably incurred on the refurbishment, improvement and maintenance of a non-recurring nature. The owner of each unit in the Estate (including a person who is the developer or building contractor of the developer) shall be obliged to make a payment to the sinking fund. The amount of this contribution shall be €200 per annum or other such amount as may be agreed by a meeting of the members. This fund must be created and contributions must be made at the later of three years from the date of the first transfer of the ownership of a unit in the Estate or the expiry of 18 months from 1st April 2011. The contributions made to this fund shall be held in a separate account and must only be used for the purposes outlined above
27. A copy of the Annual Report (as defined by Section 17(2) of the Multi-Unit Development Act 2011) shall, not less than 10 days before the date of the Annual General Meeting, be sent to every member and person entitled under the provisions of the Act to receive them.
28. 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.

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

Names, Addresses and Descriptions of Subscribers
Eamonn Boyle Lagore Road Dunshaughlin Co Meath A85 CF67 Director
Lean O'Connor Apartment 20 Sefton Hall Leopardstown Road Dublin 18 D18 HX44 Director

As appropriate: signatures in writing of the above subscribers, attested by witness as provided for below; or authentication in the manner referred to in section 888.

Dated the 15th day of December 2023

Witness to the above Signatures:

Sylvester McCarthy
15 Adelaide Street
Dun Laoghaire
Co Dublin