

**MEMORANDUM
AND
ARTICLES OF ASSOCIATION
OF**

THE KOWLOON TSAI HOME OWNERS ASSOCIATION
(九龍仔業主會)

Incorporated the 29th day of January, 1958.

BRUTTON & CO.
Solicitors
Hong Kong

Re-printed by

**LICENCE TO DISPENSE WITH THE WORD
“LIMITED”**

WHEREAS His Excellency the Governor of Hong Kong has in exercise of the power conferred on him by Section 26 of the Interpretation Ordinance (Chapter 1) been pleased to depute the person for the time being holding the office of Registrar of Companies to exercise and perform on his behalf the duties, discretions and powers vested in him by Section 21 of the Companies Ordinance, Chapter 32.

AND WHEREAS it has been proved to my satisfaction that KOWLOON TSAI HOME OWNERS ASSOCIATION, which is about to be registered under the said Companies Ordinance as a company limited by guarantee, is formed for the purpose of promoting objects of the nature contemplated by Section 21 of the Companies Ordinance and that it is the intention of the said Association that the income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association, as set forth in the Memorandum of Association of the said Association, and that no portion thereof shall be paid or transferred, directly or indirectly, by way of dividend or bonus, or otherwise howsoever by way of profit, to the persons who are members of the said Association.

NOW THEREFORE I, WILLIAM ANEURIN JONES, Registrar of Companies of the Colony of Hong Kong, in exercise of the said discretions and powers delegated to me as aforesaid, and in consideration of the provisions and subject to the conditions contained in the Memorandum of Association of the said Association, as subscribed by Ten members thereof on the 17th day of January, 1958, do on behalf of His Excellency the Governor by this my Licence direct KOWLOON TSAI HOME OWNERS ASSOCIATION to be registered with limited liability, without the addition of the word “Limited” to its name.

GIVEN under my hand and Seal of Office at Victoria in the Colony of Hong Kong this 29th day of January, One thousand nine hundred and fifty-eight.

(Sd.) W. ANEURIN JONES,
Registrar of Companies,
Hong Kong.

File No: 5022

(COPY)

CERTIFICATE OF INCORPORATION

I HEREBY CERTIFY that

**THE KOWLOON TSAI HOME OWNERS
ASSOCIATION**

is this day incorporated in Hong Kong under the Companies Ordinance, (Chapter 32) and that this company is limited.

GIVEN under my hand and Seal of office this Twenty-ninth day of January, One Thousand Nine Hundred and Fifty Eight.

*(Sd.) W. Aneurin Jones,
Registrar of Companies,
Hong Kong.*

Hong Kong Stamp Duty \$20.00 18-1-58

THE COMPANIES ORDINANCE

Company Limited by Guarantee
and not having a Share Capital

MEMORANDUM OF ASSOCIATION

OF

**THE KOWLOON TSAI HOME OWNERS
ASSOCIATION**

1. The name of the Company is “**THE KOWLOON TSAI HOME OWNERS ASSOCIATION**” (hereinafter called “the Association”).
2. The Registered Office of the Association will be situate in Hong Kong.
3. The objects for which the Association is established are:-
 - (a) To associate and combine for their mutual benefit, interest, support and assistance all or any parties (and their successors and assigns) who by virtue of, or consequent upon, agreements entered into with the Hong Kong Home-Building and Investment Company Limited (which Company or its successors or assigns is hereafter referred to as “the said Company”) own or hold rights or interests in or to land or property (hereinafter referred to as “the said property”) in Kowloon Tsai in areas of Crown Land referred to and specified in the Agreements between the Crown of the one part and the said Company of the other part and set out in the Schedule to this Memorandum of Association and elsewhere in the Colony of Hong Kong and for the protection, improvement and advancement of the said property and the said areas, and the rights, interest and welfare of such parties and their dependants, and of residents in such areas and in the adjacent neighbourhood thereof.
 - (b) To deal, treat and negotiate with the Crown, the Government of the Colony of Hong Kong, the said Company and with any other authority, corporation or person or persons from time to time and from, to, with, or in conjunction or opposition with the same or any one or more of them, to acquire, buy, procure, take up, rent, lease, or otherwise obtain, and to grant, assign, transfer, lease, licence and sell or otherwise dispose of or part with, any right, concession, licence, privilege, franchise, lease, tenancy, benefit, registration, easement, covenant, burden or interest in any property or thing, real or personal, tangible or intangible, as may be thought expedient for the implementation or furtherance of the objects of the Association, or for and on behalf of or in conjunction with any one or more of the Members of the Association, or group of them, and for these purposes or any of them prepare, publish, reproduce, present and distribute any petition, pamphlet, circular, protest, manifesto or statement whatever, whether oral or written.
 - (c) To acquire from the said Company all or any part or parts of any sums paid to or held by the said Company pursuant to the terms of the agreements between the Company and persons owing property in the said area and to receive, administer, invest, expend and otherwise

deal with such sum or sums, together or separately with any other monies or funds of the Association for the provision of such community amenities and buildings as the Association may from time to time decide upon.

- (d) To raise monies for the purposes of the Association by means of subscriptions, donations, loans, or other lawful means, which expression shall include the holding and promotion of bazaars, entertainments, contests, the sale of goods and services, and the running of such lotteries or games of skill or chance as may from time to time be permitted by appropriate authority.
- (e) To plan, build, construct, lay out, provide, furnish, decorate and equip, establish, alter and maintain such community amenities or buildings as the Association may decide upon, which may include children's playgrounds, recreation grounds, club-houses, swimming pools, gymnasium, bowling greens, tennis and squash courts, and any other facilities or accommodation for sporting, recreational, educational, social or cultural activities and gatherings for the use and enjoyment of the Members of the Association, their dependants and invitees.
- (f) To conduct, promote and regulate such sporting, recreational, educational, social or cultural activities, or other activities likely to be of benefit, direct or indirect, to Members of the Association and their dependants and at such place or place whether upon Association premises or otherwise and from time to time as may be decided upon.
- (g) To purchase, hire, make or provide and maintain any furniture, goods, vehicles, equipment, implements, tools and any other articles and things which may be required by the Association and from time to time to hire out, or dispose of the same by sale or otherwise.
- (h) To purchase, take on lease, or in exchange, or otherwise acquire, any lands, buildings, easements, rights of common, or other property, real or personal, which may be required for the purposes of, or conveniently used by the Association, and to sell, demise, mortgage, lease, rent, hire out, manage, improve, develop, turn to account, give in exchange, or dispose of or otherwise deal with the same or any part thereof. Provided that if the Association shall desire to hold more land than the law shall for the time being permit it to hold without licence of the Governor, such licence shall be obtained.
- (i) To build, establish, equip, manage and maintain any library, school, medical or dental clinic, hospital, museum, or art gallery whether for the benefit of Members of the Association and their dependants or for charitable or benevolent purposes.
- (j) To give donations and prizes, establish and maintain endowments and scholarships, to or for such donees, other than members of the Association, as the Association may see fit, and to establish, promote, or assist in establishing or promoting and to subscribe to, or to become a member of, any other association or club whose objects are similar, or in part similar, to the objects of the Association or the establishment or promotion of which may be beneficial to the Association. Provided that none of the funds of the Association shall be paid to any club, association or other body of persons which does not prohibit the distribution of its income and property amongst its members to an extent at least as great as is imposed on the Association under and by virtue of Clause 4 hereof.
- (k) To borrow, or raise, and give security for money by the issue of, or upon, bonds, debentures, bills of exchange, promissory notes, and other obligations or securities of the Association, or by mortgage or charge upon all or any part of the property of the Association.
- (l) To invest and deal with the monies of the Association not immediately required, in such manner as may from time to time be determined.
- (m) Subject to the provisions of Clause 4 to employ, retain, hire or appoint any party or person for any purpose of the Association and to pay out of the funds of the Association remuneration or reward to such party or person by way of salary, bonus, fee or otherwise.

- (n) To institute, defend, conduct, discontinue and compromise any legal or other proceedings for the purposes of the Association or in protection or furtherance of the objects or property thereof or for the protection or furtherance of the rights or interests of any member or group of members relating to his or their property in the said areas, the user, enjoyment, acquisition and disposition thereof or any part thereof and to advance or pay any legal expenses or costs out of the funds of the Association for the purposes of any legal or other proceedings brought by or against, or which implicate, any one or more of such members in relation to or any way connected with his or their said property, provided that no such advance or payment shall be made unless such proceedings are in the nature of a test case which does or may affect the Association or other members thereof, or unless in such proceedings there shall exist, in the opinion of the Association or its advisers, a community of interest between the member or members by or against whom such proceedings shall be brought or are about to be brought, and the Association, or between such member or members and some one or more other members of the Association.
- (o) To vest the property of the Association, or part thereof in Trustees upon such trusts and terms, which shall not be inconsistent with the provisions of this Memorandum of Association, as the Association may deem fit.
- (p) For any of the aforesaid objects and for any other purposes of the Association to enter into, sign and execute any deed, contract or document.
- (q) To do all such other lawful things as are incidental or conducive to the attainment of the above objects.

Provided that the Association shall not support with its funds or endeavour to impose on or procure to be observed by its members or others any regulation or restriction which, if an object of the Association, would make it a Trade Union.

4. The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the objects of the Association as set forth in this Memorandum of Association and no portion thereof shall be paid directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to the members of the Association.

Provided that nothing herein shall prevent the payment in good faith of remuneration to any officer or servant of the Association or to any member of the Association in return for any services actually rendered to the Association, nor prevent the payment to a member of interest at a rate not exceeding 12% per annum on money lent, or reasonable and proper rent for premises demised, or used, or let by, any member to the Association; but so that no member of the Executive Committee of the Association shall be appointed to any salaried office of the Association, or any office of the Association paid by fees, and that no remuneration or other benefit in money or money's worth shall be given by the Association to any member of such Executive Committee except repayment of out-of-pocket expenses and interest at the rate aforesaid on money lent or reasonable and proper rent for premises demised or let to the Association provided that the provision last aforesaid shall not apply to any payment to any Gas, Electric, Lighting, or Telephone Company of which a member of such Executive Committee may be a member or any other Company in which such member shall not hold more than one-hundredth part of the capital, and such member shall not be bound to account for any share of profits he may receive in respect of any such payment.

5. No addition, alteration or amendment shall be made to the Memorandum and Articles of Association for the time being in force unless the same shall have been previously submitted to and approved by the Registrar of Companies.
6. The fourth and fifth paragraphs of this Memorandum contain conditions on which a licence is granted pursuant to Section 21 of the Companies Ordinance.
7. The liability of members is limited.

8. Every Ordinary 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 when he is an Ordinary Member, or within one year afterwards, for payment of the debts and liabilities of the Association contracted before the time at which he ceased to be an Ordinary Member and of the costs, charges and expenses of winding-up the same and for the adjustment of the rights of the contributories amongst themselves, such amount as may be required, not exceeding \$100.00 (Hong Kong Dollars One Hundred).
9. If upon the winding-up of the Association there remains after satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to or distributed among the members of the Association, but shall be given or transferred to such charitable or benevolent object or objects, institution or institutions having objects similar to the objects of the Association, and which shall prohibit the distribution of its or their income and property amongst its or their members to an extent at least as great as is imposed on the Association under or by virtue of Clause 4 hereof, such institution or institutions to be determined by the Ordinary Members of the Association before the time of dissolution, and in default thereof by a Judge of the Supreme Court of Hong Kong upon application by any one or more Ordinary Members.
10. True accounts shall be kept of the sums of money received and expended by the Association, and the matters in respect of which such receipts and expenditure take place, and of the property, assets and liabilities of the Association; and, subject to any reasonable restrictions as to the time and manner of inspecting the same that may be imposed in accordance with the regulations of the Association for the time being in force, shall be open to the inspection of the members. At least once in every year the accounts of the Association shall be examined, and the correctness of the balance sheet shall be ascertained by one or more authorised auditor or auditors.

We, the several persons whose names, addresses and descriptions are hereto subscribed, are desirous of being formed into a Association in pursuance of this Memorandum of Association.

Names, Addresses and Descriptions of Subscribers
V. J. R. MILLS 20 Durham Road, Kowloon, <i>Minister of Religion</i> MAURICE J. ANDERSON 28 Oxford Road, Kowloon. <i>Minister of Religion</i> YUNNI PAO No. 2 Oxford Road, Kowloon. <i>Company Director</i> P. T. CHEN No. 1 Lancashire Road, Kowloon. <i>Merchant</i> MARK WEI WOON No. 2 Grampian Road, Kowloon. <i>Merchant</i>

Names, Addresses and Descriptions of Subscribers
AU WAI MAN 13 Wiltshire Road, Kowloon. <i>Medical Practitioner</i> ALEX S. C. WU 21 Oxford Road, Kowloon. <i>Merchant</i> G. HIRANAND 39 La Salle Road, Kowloon. <i>Merchant</i> A. R. DE PINNA 11 Wiltshire Road, Kowloon. <i>Office Assistant</i> S. H. YANG 23 La Salle Road, Kowloon. <i>Company Director</i>

Dated the 17th day of January, 1958.
WITNESS to the above signatures:-

R. DENNIS
Solicitor
Hong Kong

SCHEDULE

List of New Kowloon Inland Lots being the subject of agreements between the Hong Kong Home-Building and Investment Company Limited and the Crown.

<i>N.K.I.L No.</i>	<i>Date of Agreement</i>
3548	15.11.50
3783	7.5.54
3784	7.5.54
3785	7.5.54
3848	28.1.55
3849	28.1.55
3850	28.1.55
3851	28.1.55
3855	23.6.55

THE COMPANIES ORDINANCE (CHAPTER 32)

Company Limited by Guarantee
and not having a Share Capital

ARTICLES OF ASSOCIATION

OF

**THE KOWLOON TSAI HOME OWNERS
ASSOCIATION**

Interpretation

1. In these presents unless there be something in the subject or context inconsistent therewith:-

“Association” means “The Kowloon Tsai Home Owners Association”.

“Executive Committee” means the Executive Committee of the Association for the time being.

“Member” or “Members of the Association” means any member or members of the Association for the time being, whether Ordinary, Associate or Honorary.

“Annual Meeting” means the Annual General Meeting of the Association.

“The said area” means collectively those areas comprising the lots of land referred to and specified in the Agreement between the Crown of the one part and the said Company of the other part and set out in the Schedule to the Memorandum of Association.

“The said Company” means The Hong Kong Home-Building and Investment Company Limited.

“In writing” and “Written” mean written or printed, or partly written or partly printed, and include printing, lithography and other modes of representing or reproducing words in a visible form.

Words importing the masculine gender only, include the feminine gender.

Words importing the singular number only, include the plural number and *vice versa*.

Membership

2. For the purposes of registration the number of Members of the Association is declared to be unlimited.
3. (a) Any party (which expression shall include an individual, a corporation, a firm or a group of two or more persons where such group holds land in the said area, either jointly or severally)

who owns or holds rights or interests in or to land or property in the said area by virtue of an agreement between the said Company and himself, or by virtue of an agreement between the said Company and his assignors or other predecessors in title, or by virtue of a Crown Lease (or other grant from the Crown in lieu thereof) issued consequent upon, and subsequent to, any such agreement, and who, where applicable, is of full age and sound mind, shall be eligible for, and may be admitted to Ordinary Membership of the Association in the manner, and subject to the conditions, hereinafter mentioned.

- (b) Where any such party owns or holds rights or interests in or to more than one lot or site of any such land or property in the said area as aforesaid, then such party may be admitted as an Ordinary Member separately and distinctly for each such lot or site, and shall in respect of each of the same be entitled to notice and vote in accordance with Articles 24 and 33 respectively.
 - (c) In any instance where one lot or site of any such land or property in the said area as aforesaid is registered with the Land Registry in the name of a corporation, a firm or in the names of a group of two or more persons as owner, and such lot or site is permitted by the conditions of its crown lease to be divided into units, then the corporation, firm or group may apply to have one individual admitted to Ordinary Membership for each such unit whether or not such lot or site of land or property is in fact divided into such units.
- 4. Any party (which expression shall include an individual over the age of twenty one, a corporation, a firm or a group of two or more persons who are all over the age of twenty one) shall be eligible for Associate Membership of the Association.
- 5. In any instance whether a Member is a corporation, a firm or a group of two or more persons, such Member shall nominate an individual to represent it and such nominated representative shall, for all purpose, be treated as the Member until written notice is given by the corporation, firm or group to the Executive Committee of another nominee in substitution therefor, whereupon the substituted nominated representative shall be treated as the Member until further substitution.
- 6. The Executive Committee may invite any person who shall have rendered exceptional services to the Association or in respect of whom the Executive Committee may think it desirable in the interests of the Association to admit to membership, to become an Honorary Member of the Association upon such terms and conditions as the Executive Committee may from time to time consider expedient.
- 7.
 - (a) Any party who is eligible for Ordinary Membership may be admitted to the same upon making application therefor and upon payment of the entrance fee currently payable by such applicant.
 - (b) Any person who is eligible for and desires admission to the Association as an Associate Member shall make an application for the same in the form set out in the First Schedule hereto, or such other form as may from time to time be prescribed by the Executive Committee and such application shall be proposed by an Ordinary Member or an Associate Member and shall be seconded by another Member.
 - (c) Admission of candidates for Membership shall be in the entire discretion and by the ballot of the Executive Committee, or by such sub-committee appointed by it for the purpose in accordance with Article 64. The method of balloting shall be decided by the Executive Committee from time to time, but until otherwise determined, any two adverse votes of the Executive Committee, or of any such sub-committee, shall exclude a candidate from membership.
 - (d) The Association shall be under no obligation whatever to disclose to any unsuccessful candidate the reasons for his rejection or the number of votes cast for or against the candidate in any such ballot.
 - (e) No admission to membership shall be effective and complete until the candidate shall have paid the prescribed entrance fee and his name shall not be entered in the Register of

Members until the same shall have been paid.

8. Associate and Honorary Members shall have no right to vote at any General Meetings of the Association, nor shall they be under any liability in the event of the Association being wound-up. Associate and Honorary Members may take part in the management and administration of the Association upon their being appointed by the Executive Committee.
9. Any member who loses the qualifications appropriate to his class of membership shall cease to be a member of that class.
10. (a) Any member may resign from the Association upon giving one month's notice in writing to the Executive Committee or upon the earlier acceptance of such resignation. Such resignation shall not in any way affect the member's liability to pay any subscription or other debt due from him to the Association.

(b) No nominated representative of an Ordinary Member which is a corporation, a firm or a group of two or more persons shall resign, unless the corporation, firm or group agree so to do.
11. (a) The Secretary shall maintain a Register of Members wherein shall be entered the names, addresses and the particulars of all land or property in the said area owned or held by every party admitted to Ordinary Membership of the Association.

(b) In separate parts of such Register the Secretary shall enter the names, addresses and descriptions of any parties admitted to Associate and Honorary Membership of the Association.

(c) In any instance where an Ordinary Member has nominated an individual to represent it, the Secretary shall enter in such Register the name and address of such nominated representative.

Entrance Fees and Subscriptions

12. The entrance fee for an Ordinary Member shall be \$120,000 or such other sum as may be determined from time to time by the Executive Committee; and the monthly subscription of an Ordinary Member shall be \$850.00 or such other sum as may be decided upon by the Association in General Meeting from time to time.
13. The entrance fee for an Associate Member shall be \$220,000 or such other sum as may be determined from time to time by the Executive Committee; and the monthly subscription of an Associate Member shall be \$850.00 or such other sum as may be decided upon by the Association in General Meeting from time to time.
14. All entrance fees and subscriptions shall become due respectively upon admission to membership and upon demand by the Treasurer or Secretary, and any such fee and or subscription when due shall be a debt owing to the Association and recoverable accordingly.
15. No Ordinary Member shall have the right to vote at General Meetings of the Association if any subscription due from him is in arrears for over thirty days.
16. Any member whose subscription or other obligation is due and is in arrears for over thirty days, shall unless and to the extent that the Executive Committee shall in their discretion otherwise decide, together with his dependants and invitees be excluded from all amenities and facilities provided by the Association and to which he or they may otherwise be entitled, and shall not be entitled to access or user of any premises of the Association.

Expulsion of Members and Cesser of Membership

17. Any member whose conduct has, in the opinion of the Executive Committee rendered himself unfit to retain his membership, may be expelled from the Association by the Executive Committee, or his membership may be suspended by the Executive Committee for any period, or his membership may be continued upon the fulfillment of such conditions as the Executive Committee may see fit to impose.
18. The membership of any member, shall *ipso facto* cease:-
 - (a) if he is adjudicated bankrupt or is wound-up or suspends payment or compounds with his creditors;
 - (b) if he is found lunatic or becomes of unsound mind;
 - (c) if his monthly subscription is more than two months in arrear, or if he shall persistently neglect or refuse to pay any other monies which may be due from him to the Association; but he may be re-admitted to membership by the Executive Committee on paying all monies which may be due from him to the Association, and, if the Executive Committee shall so decide, upon payment of such entrance fee as would be payable by a new Member;
 - (d) if he shall neglect or refuse to comply with any Article of Association or any bye-law of the Association for the time being after written notice has been sent to him by registered post by the Secretary on the instructions of the Executive Committee directing his attention to such neglect or refusal. (Nothing in this sub-clause shall be deemed to be a limitation or restriction of the powers of the Executive Committee referred to in Article 17).
19. An appropriate entry shall be made by the Secretary in the Register of Members in respect of the expulsion or suspension of any member, or of his cesser of membership.

Annual and General Meetings

20. Every General Meeting of the Association shall be held at such time and place as the Executive Committee may appoint.
21. An Annual Meeting of the Association shall be held once in each year and not more than fifteen months shall elapse between the date of one Annual Meeting and that of the next.
22. The business of every Annual General Meeting shall be:-
 - (a) To receive the Annual Report of the Executive Committee.
 - (b) To receive the audited Annual Accounts of the Association.
 - (c) To elect the Executive Committee for the ensuing year.
 - (d) To appoint an auditor or auditors and to fix his or their remuneration.
 - (e) To transact any other business which may be properly dealt with at a General Meeting of the Association, and of which business due notice shall have been given.
23. No member other than an Ordinary Member shall vote at Annual General Meeting of the Association, but Associate and Honorary Members may be invited by the Executive Committee to attend any General Meeting and any one or more of such members may be likewise invited to express their views thereat.
24. Notice of every General Meeting of the Association shall be given to every Ordinary Member at his address given in the Register of Members and such notice shall contain an agenda of the business to be transacted at that Meeting.

25. Accidental omission to give any Ordinary Member due notice of a General Meeting or the non-receipt by any Ordinary Member of such notice properly despatched, shall not invalidate the proceedings at such meeting.
26. Subject to the provisions of Section 116 of the Ordinance the Secretary shall give fourteen clear days' notice of every Annual Meeting and seven clear days' notice of every Special General Meeting, except as provided in Article 28.
27. General Meetings of the Association shall be convened by the Secretary upon the direction of the Executive Committee (except as provided in Article 28) or upon the written requisition of five members of the Executive Committee or twenty Ordinary Members of the Association and such requisition shall set out the business or resolutions required to be dealt with at the meeting to be convened.
28. Notwithstanding anything in the previous Article contained, in any instance which the Chairman or Vice-Chairman may certify to be of special urgency the Secretary shall at the direction of the Chairman or Vice-Chairman, as the case may be, convene a Special General Meeting of the Association at short notice, that is to say, at less than seven clear days' notice, provided that the Special General Meeting for which such short notice shall have been given ratifies such short notice.
29. At all General Meetings of the Association a quorum shall be ten per cent in number of Ordinary Members of the Association for the time being.
30. 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 Ordinary 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, and if at the adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting, the Ordinary Members shall be a quorum.
31. The Chairman, or in his absence the Vice-Chairman, shall take the Chair at all General Meetings of the Association and in the absence of both of them, the Meeting shall elect a Chairman.
32. In case of an equal division of votes either on a poll or a show of hands, the Chairman of the Meeting shall have a second or casting vote.
33. A simple majority of votes shall carry a resolution. Voting in the first instance shall be by show of hands and each Ordinary Member present in person, or by attorney, or proxy and entitled to vote, shall, (subject to the provisions of Articles 3(b)) be entitled to one vote.
34. A poll may be demanded, before or on the declaration of the result of a show of hands, by not less than one-fourth of the Ordinary Members present and entitled to vote. In case of a poll, every Ordinary Member present in person, or by attorney or proxy and entitled to vote shall (subject to the provisions of Article 3(b)) have one vote.
35. If a poll is demanded, it shall be taken in such manner and at such time and place as the Chairman shall direct, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
36. Any Ordinary Member who is absent or for good reason cannot attend, may be represented at General Meetings of the Association by another Ordinary Member and no more being the duly appointed attorney of any such member or the proxy thereof appointed by the form of proxy set out in the Second Schedule hereto. The power of Attorney or Proxy by virtue of which any such member is to be represented at any General Meeting, shall be submitted to the Secretary at least forty-eight hours before the holding of such meeting.
37. In any instance where an Ordinary Member, which is a corporation, a firm or a group of two or more persons, has more than one individual representing it, then such Ordinary Member shall nominate from such representatives one individual to represent it and vote on its behalf at General Meetings.

38. In case any doubt or difference should arise as to voting rights or procedure, or as to representation of a member or as to the conduct of business at any General Meeting, or as to the procedure to be adopted thereat, then such doubt or difference shall be resolved by the Chairman of that meeting, whose decision shall be final and binding.

The Executive Committee

39. The execution of such of the powers and functions of the Association which are not by these Articles or the Ordinance conferred exclusively upon the Association in General Meeting shall be vested in the Executive Committee, who shall transact the general business of the Association, administer its buildings, property, funds and other assets and in whom shall be exclusively vested the power to negotiate and contract on behalf of the Association in any matter.
40. The Executive Committee shall have the power to take, lease, purchase or otherwise acquire any office or building for the use of the Association and to appoint any persons as Secretary and Treasurer and such other officers as may be found necessary for the proper conduct of the business of the Association, who may (subject to the provisions of the Memorandum of Association) receive annual salaries or other remuneration for their services.
41. The Executive Committee may, from time to time, for any proper purpose authorise any one or more of its number to represent the Executive Committee and to act on its behalf and in its name, and for any such purpose, the Executive Committee may delegate to such person or persons so authorised any of its powers, duties and discretions as it may see fit.
42. No person dealing in good faith with the Executive Committee or any of its purported representatives or with the officers of the Association shall be concerned to verify their respective authorities to act, nor shall any act of the Executive Committee or of the said representatives or officers which may affect third parties, be avoided for any defect afterwards discovered in their election or appointment.
43. The Executive Committee shall consist of not less than seven nor more than fourteen Ordinary Members duly elected at Annual Meetings in the manner specified in these Articles or appointed pursuant to Article 44.
44. Any casual vacancy occurring in the Executive Committee through resignation or otherwise may be filled up by the Executive Committee from time to time from the body of Ordinary Members of the Association but any person appointed to fill a vacancy shall hold office until the next Annual Meeting.
45. The Association in General Meeting may at any time, by Ordinary Resolution, remove any member of the Executive Committee and may appoint any Ordinary Member to replace him.
46. The Executive Committee may meet together for the despatch of business adjourn, and otherwise regulate their meetings as they think fit, and shall determine the quorum for their meetings, which shall be seven until otherwise decided.
47. Meetings of the Executive Committee shall be held at such time and place as the Executive Committee may from time to time direct, or failing such direction, as the Chairman, or in his absence, the Vice-Chairman, may decide.
48. Upon the direction of the Chairman, the Vice-Chairman or the written requisition of any three members of the Executive Committee (which requisition shall state the business required to be transacted), the Secretary shall convene meetings of the Executive Committee by not less than three clear days' written notice, which shall contain an agenda of the business to be transacted.
49. The Secretary shall maintain a Minute Book wherein shall be written up a record or Minutes of the proceedings of every meeting of the General Committee and the same shall be signed by the Chairman of the meeting and by the Secretary as soon as possible after such meeting.

50. Any resolution contained in a Minute duly signed by all members of the Executive Committee for the time being, shall be as valid and effectual as a resolution passed by the Executive Committee at a meeting thereof properly convened and held.
51. Duly signed Minutes of the Executive Committee shall be available for the inspection of any member of the Association during normal office hours at the officers of the Association, provided always that the Executive Committee may in its discretion withhold production of any such Minute either wholly or in part and whether to the general body of members of the Association or to a particular member or members of the Association, and for such time as it may deem fit.
52. The first members of the Executive Committee shall be nominated by the subscribers hereto, and they shall hold office either until the first Annual Meeting of the Association or until a Special General Meeting is held for the election of the Executive Committee, whichever shall first happen, but in the latter case the Executive Committee elected at such Special General Meeting shall hold office until the first Annual Meeting of the Association.
53. At the first Annual Meeting and at each Annual Meeting thereafter the whole of the Executive Committee shall retire from office but shall be eligible for re-election.
54. Any member of the Executive Committee who cannot attend any meeting or meetings thereof, may appoint any person acceptable to the Executive Committee, to act in his place and stead as such member of the Executive Committee and such appointment shall be in the form set out in the Fourth Schedule hereto.

Officers of the Association

55. At their first meeting after each Annual Meeting, the Executive Committee shall elect a Chairman, and one Vice-Chairman, from among their own number. The Chairman, or failing him the Vice-Chairman, shall preside at all meetings of the Executive Committee and of the Association. If neither the Chairman nor the Vice-Chairman is present within fifteen minutes after the time appointed for a meeting of the Executive Committee, the members of the Executive present shall choose one of their number to be Chairman of the meeting.
56. The Executive Committee shall appoint a Secretary and Treasurer to the Association, and such assistants to those officers as may be required.
57. The Secretary, Treasurer and their assistants shall carry out such duties as the Executive Committee may from time to time allot, and the Secretary acting under the direction of the Executive Committee, shall superintend and be responsible for the general working of the Association.
58. A correct record of the proceedings of the Association and its Executive Committee and Sub-Committees, shall be kept by the Secretary, who shall also have the custody of all deeds, Minute Books, documents, papers, correspondence and all other property of a like nature belonging to the Association.
59. The Treasurer shall be responsible for the receipt, custody, and disbursement of the funds of the Association, under the direction of the Executive Committee.
60. All monies received by the Association shall be paid into the Association's banking account and all cheques thereon shall be drawn by the Treasurer and or by such other person or persons as the Executive Committee may appoint.
61. The Treasurer shall endorse all cheques requiring collection. No payments shall be made on behalf of the Association without the approval of the Treasurer or the Executive Committee.
62. The Treasurer shall in each year prepare a Balance Sheet and an Account of Expenditure and Income which shall be audited and presented to the Annual Meeting. The provisions of the Ordinance as to Audit and Auditors shall apply to the Association.

63. The Secretary shall have the custody of the Common Seal of the Association which shall be affixed only upon the authority of the Executive Committee and in the presence of the Chairman and the Secretary, or such others as the Executive Committee may from time to time appoint for the purpose, and such Chairman and Secretary or such other or others appointed as aforesaid shall sign every document to which the Common Seal shall be affixed.

Sub-Committees

64. The Executive Committee may from time to time appoint one or more Sub-Committees to perform such functions and duties, to exercise such of the rights and powers which are by these Articles conferred upon the Executive Committee, as may be prescribed by the Executive Committee in the terms of reference of each such Sub-Committee, which terms of reference may be amended or rescinded by the Executive Committee from time to time.
65. Each Sub-Committee shall consist of not less than three nor more than fifteen persons, who shall be members of the Association appointed by the Executive Committee, who may alter the composition of any sub-committee at any time and who shall fill any vacancies which may occur therein.
66. The Convenor of every Sub-Committee shall be a member of the Executive Committee and shall be appointed by the latter.
67. Any Sub-Committee may be dissolved at any time by the Executive Committee.
68. Every Sub-Committee shall conduct its meetings and regulate its business in the same manner as the Executive Committee is required to do by these Articles, save where the same may be inapplicable, in which latter case the sub-committee shall make its own regulations to cover the deficiency.

Bye-Laws

69. The Executive Committee shall have power to make such bye-laws as may be necessary from time to time for the furtherance of the purposes for which the Association is established and for regulating its business and affairs and for regulating the conduct of General Meetings of the Association and of Meetings of the Executive Committee and for the administration and management of its property and buildings, and the user of the same, provided that such bye-laws be not repugnant to, or inconsistent with, the terms of the Memorandum of Association or these Articles.
70. Such Bye-laws may provide for penalties for infractions thereof.
71. The Executive Committee may, at any time, and from time to time, revoke or alter any bye-laws.

Notices

72. Notices may be served upon Members either personally or by post in prepaid letters or circulars, addressed to such members at their addresses given in the Register of Members or by advertisement in one or more daily newspapers circulating in the Colony of Hong Kong.
73. Any notice sent by post shall be deemed to have been served at the time when the letter or circular containing the same would be delivered in the ordinary course of post, and in proof of such service, it shall be sufficient to show that the letter containing the notice was properly addressed and posted and any advertised notice shall be deemed to have been duly served on the day following that on which such advertisement appeared in the press.
74. The provisions of Clause 9 of the Memorandum of Association relating to the winding-up or dissolution of the Association shall have effect and be observed as if the same were repeated in these Articles.

Names, Addresses and Descriptions of Subscribers
V. J. R. MILLS 20 Durham Road, Kowloon, <i>Minister of Religion</i> MAURICE J. ANDERSON 28 Oxford Road, Kowloon. <i>Minister of Religion</i> YUNNI PAO No. 2 Oxford Road, Kowloon. <i>Company Director</i> P. T. CHEN No. 1 Lancashire Road, Kowloon. <i>Merchant</i> MARK WEI WOON No. 2 Grampian Road, Kowloon. <i>Merchant</i>

Names, Addresses and Descriptions of Subscribers
AU WAI MAN 13 Wiltshire Road, Kowloon. <i>Medical Practitioner</i> ALEX S. C. WU 21 Oxford Road, Kowloon. <i>Merchant</i> G. HIRANAND 39 La Salle Road, Kowloon. <i>Merchant</i> A. R. DE PINNA 11 Wiltshire Road, Kowloon. <i>Office Assistant</i> S. H. YANG 23 La Salle Road, Kowloon. <i>Company Director</i>

Dated the 17th day of January, 1958.
WITNESS to the above signatures:-

R. DENNIS
Solicitor
Hong Kong

FIRST SCHEDULE

**THE KOWLOON TSAI HOME OWNERS
ASSOCIATION**

Application for Associate Membership

I, of
(Full names)

.....
(Residential address)

hereby make application for admission to your Association as an Associate Member.

In support of my application, I state that
(Here set out the

.....
qualification of the applicant for Associate Membership,

.....
in accordance with the provisions of Article 5).

I have read the Memorandum and Articles of Association of your Association and in the event of my being admitted to membership, I agree to be bound by the same and any amendments lawfully made thereto from time to time.

Yours Faithfully,

.....
Applicant

Proposed:
Ordinary/Associate Member

Seconded:
Ordinary/Associate Member

To the Executive Committee,
The Kowloon Tsai Home Owners Association.

SECOND SCHEDULE

**THE KOWLOON TSAI HOME OWNERS
ASSOCIATION**

Proxy of Ordinary Member

I* (We) of
(Full names)

.....
(Address)

being an Ordinary Member of The Kowloon Tsai Home Owners Association, hereby appoint, pursuant
to Article 36, of
..... as my * (our) proxy to attend
and vote on my * (our) behalf at:-

(a) * the General Meeting of the Association to be held on the
day of

(b) * all General Meetings of the Association, until further notice.

Dated

Signature
Ordinary Member.

To the Secretary,
The Kowloon Tsai Home Owners Association.

* Delete whichever inapplicable.

THIRD SCHEDULE

THE KOWLOON TSAI HOME OWNERS ASSOCIATION

Proxy of Constituents

We,
(Full names of Constituents effecting the appointment)

being Constituents comprising Ordinary Member number

hereby appoint, pursuant to Article 37 (b),

of

to be the proxy, and to attend and vote on behalf of such Ordinary Member at:-

(a) * the General Meeting of the Association to be held on the

day of

(b) * all General Meetings of the Association, until further notice.

Dated

Signature
Constituent.

Signature
Constituent.

Signature
Constituent.

To the Secretary.

The Kowloon Tsai Home Owners Association.

* Delete whichever inapplicable.

FOURTH SCHEDULE

**THE KOWLOON TSAI HOME OWNERS
ASSOCIATION**

**Appointment of Alternate by Member of the Executive
Committee**

I, of
(Full names)

.....
(Address)

being a Member of the Executive Committee of The Kowloon Tsai Home Owners Association, hereby
appoint, pursuant to Article 54, Mr.
of

to act as my representative, and to attend and vote at:-

(a) * the Meeting of the Executive Committee to be held on the day
of

(b) * all Executive Committee Meetings, until further notice.

Dated

Signature
Executive Committee Member.

To the Executive Committee,
The Kowloon Tsai Home Owners Association.

* Delete whichever inapplicable.