

# PEREGIAN SPRINGS COUNTRY CLUB

## RESIDENTS' ASSOCIATION

### CONSTITUTION

(Adopted 1<sup>st</sup> September, 2009)

(Amended 15th December, 2015)

#### **Preamble**

This Constitution is adopted pursuant to sections 127 and 128 of the Retirement Villages Act 1999, as amended from time to time, with special responsibilities under the provisions of section 129 of the Act.

#### **1. Definitions**

- 1.1. **“Residents’ Association”** is the Peregian Springs Country Club Residents’ Association.
- 1.2. **“Country Club”** is the Peregian Springs Country Club.
- 1.3. **“Resident”** is a person who has a right to reside in the Country Club and a right to receive one or more services in relation to the Country Club under a Resident’s Contract.
- 1.4. **“Scheme Operator”** is Australian Retirement Homes Limited ACN 061 603 71.8, its assignees or its successors.

#### **2. Objectives**

- 2.1. To advance and protect the interests of the Country Club residents.
- 2.2. To act as an effective communication channel with the Scheme Operator and Management.
- 2.3. To review and oversee all matters pertaining to the General Services Fund and the Maintenance Reserve Fund,
- 2.4. To promote and support social activities including, but not limited to, sports, recreational activities, entertainment, management of the bar etc. for the benefit of the Country Club residents.

#### **3. Membership**

- 3.1. All residents as defined in 1.3 are members of the Residents’ Association and are entitled to vote and be nominated for election to the Committee.

#### **4. Committee**

- 4.1. The Association shall elect three Executive members and four other members (herein after called the Committee).
- 4.2. The Executive shall consist of:
  - 4.2.1. Chairman
  - 4.2.2. Secretary
  - 4.2.3. Treasurer
- 4.3. The Committee shall be elected at each Annual General Meeting and their election shall take effect immediately after the closure of the meeting.
- 4.4. A quorum shall constitute not less than four Committee members present including at least one Executive member.

- 4.5. Nominations for Committee members must be received in writing no later than 10 days before the Annual General Meeting. If insufficient nominations are received, nominations may be accepted from the floor.
- 4.6. A member of the Committee shall cease to hold office upon resignation in writing, removal as a member of the Committee by Special Resolution at a residents' meeting, absence from three consecutive meetings without approval of the Executive or ceases to be a resident.
- 4.6A. **"In the event of a vacancy occurring on the Residents' Association Committee, during the annual term of office, the Committee shall have the discretion to seek further nominations to fill the vacancy and appoint a suitable replacement for that specific position to serve until term closure at the next Annual General Meeting."**
- 4.7. The term of a Committee member shall expire at the closure of the next Annual General Meeting.
- 4.8. Committee members shall be indemnified out of the Association's assets for all liabilities incurred by them in the bona fide execution of their duties under this Constitution.

## **5. Duties and Responsibilities of the Committee**

- 5.1. The Residents' Association Committee is accountable to the residents in controlling and managing the affairs of the Association.
- 5.2. Each member of the Committee shall hold office from the date of his or her election or appointment until the next Annual General Meeting.
- 5.3. The Committee shall meet as often as necessary to conduct the business of the Association but not less than eight times per calendar year.
- 5.4. Committee members shall be given a minimum of 7 days' notice of Committee Meetings.
- 5.5. The Committee may function validly provided its number is not reduced below the quorum. Should the number of the Committee be reduced to below the quorum the remaining Committee members may co-opt a resident to fill a casual vacancy.
- 5.6. Decisions taken by the Committee shall require a majority vote.
- 5.7. The Committee may invite members of Management or a resident/s to attend in an ex-officio capacity for discussion of a specific issue.

## **6. Duties and Responsibilities of the Executive Committee**

### **6.1. The Chairman**

- 6.1.1. The Committee member elected as Chairman shall act in this capacity at the Annual General Meeting, General Meetings, Special Meetings and Committee Meetings.
- 6.1.2. The Chairman shall act in this capacity in accordance with the Retirement Villages Act 1999 as amended.
- 6.1.3. If the Chairman is absent from a meeting he/she may nominate any Committee member to chair the meeting on his/her behalf, on failing to do so, the Committee may appoint a Chairman.
- 6.1.4. In case of equal votes, the Chairman may exercise his/her right to have the casting vote.

### **6.2. The Secretary**

- 6.2.1. The Secretary is responsible for keeping records of all meeting proceedings, including accurate minutes, a separate record of all resolutions and motions passed by the meeting, and a file of all incoming and outgoing correspondence pertaining to the Association.

6.2.2. The Secretary must circulate a copy of the minutes of all General Meetings to every villa/apartment within 14 days of such meeting.

6.2.3. The Secretary must give residents 14 days' notice of any General Meeting to be held

### **6.3. The Treasurer**

**6.3.1.** The Treasurer shall ensure that all monies received and expended by the Association are accounted for. All payments must be supported by documentary evidence and must be approved by at least two Executive members before payment may be effected.

**6.3.2.** Cheques must be signed by the Treasurer and counter signed by one Executive member

**6.3.3.** With the exception of the purchase of Bar stock, expenditure of five hundred dollars (\$500.00) and over shall be authorised in advance by the Committee or a General Meeting.

**6.3.4.** The Treasurer shall ensure that correct books and accounts are kept showing the financial affairs of the Association and provide an accurate statement of income and expenditure at each meeting.

**6.3.5.** These records shall be made available for inspection by any member and shall be held in the custody of the Treasurer.

## **7. Annual General Meeting**

**7.1.** The Annual General Meeting shall be held within three months of the end of the financial year and shall not be held simultaneously with The Body Corporate Meeting (section 7 division 3 131-3). Notices of such meetings shall be distributed to residents at least 21 days prior to the meetings. The financial year shall end on the 30<sup>th</sup> June of each year.

**7.2.** Nominations for Committee members must be received in writing no later than 10 days before the Annual General Meeting. If insufficient nominations are received, nominations may be accepted from the floor.

**7.3.** Retiring Committee members are eligible for re-election.

**7.4.** The Chairman shall appoint a Returning Officer, who must be approved by the meeting. The Returning Officer will conduct the meeting for the purpose of electing a new' Committee.

**7.5.** In case of an equality of votes, the person appointed to be the Returning Officer may exercise his/her casting vote.

**7.6.** Voting at Annual General Meetings shall be by show of hands unless a ballot is requested. Decisions shall be made by a simple majority vote except in the case of Special Resolutions. Voting for Committee members shall be by ballot.

**7.7.** One (1) resident of each accommodation unit shall have the right to vote personally, by proxy, by postal vote, or by power of attorney. Former residents who are still paying the services charge shall also be eligible to vote.

**7.8.** No less than 35 percent (35%) of members of the Association shall be present at the meeting to constitute a quorum. For the purpose of this clause, a member who has submitted a proxy vote or postal vote shall be deemed to be present at the meeting.

## **8. Quarterly General Meeting**

**8.1.** Quarterly General Meetings are to be held in March, June, September and December in the Gracemere Manor Community Centre. Notice of meetings shall be distributed at least 14 days prior to the meeting.

**8.2.** The Committee may, when circumstances demand, convene a Special General Meeting.

**8.3.** The Committee must convene a Special General Meeting within one month of receiving a written request to do so. This request must be signed by not less than twenty (20) members of the Association.

- 8.4. Voting at Quarterly General Meetings shall be by show of hands unless a ballot is requested. Decisions shall be made by a simple majority vote except for Special Resolutions.
- 8.5. One (1) resident of each accommodation unit shall have the right to vote personally, by proxy, by postal vote or by power of attorney. Former residents who are still paying the general services charge shall also be eligible to vote.
- 8.6. Minutes of Quarterly General Meetings shall be distributed to residents within 14 days of each meeting.
- 8.7. No less than twenty five percent (25%) of members of the Association shall be present at the meeting to constitute a quorum. For the purpose of this clause, a member who has submitted a proxy or postal vote shall be deemed to be present at the meeting.

## **9. Sub-Committees**

- 9.1. The Chairman of the Social Sub-Committee and the Chairman of the Bar-Sub Committee will be elected at the Annual General Meeting. Nominations may be made in writing no later than 10 days before the Annual General Meeting.
- 9.2. The Chairman of each Sub-Committee is responsible to form their own Sub-Committee from interested residents.
- 9.3. The Association may form other Sub-Committees of interested members to deal with specific needs, such as Finance, Maintenance, Sporting, Recreational activities etc. as and when they arise.
- 9.4. Sub-Committees shall be responsible and accountable to the Committee. Chairman of each Sub-Committee shall report on their activities at each Committee meeting and each General Meeting.
- 9.5. Sub-Committees shall not incur debts, enter into contracts, or make public statements without the approval of the Committee.
- 9.6. The Bar Sub-Committee will be accountable and responsible to the Committee for the Manor Bar operations. The Chairman of this Sub-Committee may appoint the Bar Manager and must provide a monthly trading statement to the Treasurer for perusal by the Residents' Association Committee.

## **10. Voting by Proxy**

- 10.1. One (1) resident of each accommodation unit in the village shall have the right to vote by proxy. Former residents who are still paying the general services charge are also eligible to vote by proxy.
- 10.2. Members wishing to vote by proxy must sign and date a form nominating their proxy to vote on a specific issue or on all issues arising at the meeting.
- 10.3. No person may hold more than two (2) proxies.
- 10.4. A proxy holder must be a resident as defined in 1.3

## **11. Special Resolutions**

- 11.1. The following items must be passed by a Special Resolution at a General Meeting of the Association. To be successful, a Special Resolution requires the support of no less than seventy-five percent (75%) of members entitled to vote and who vote personally, by proxy, by power of attorney or by postal vote.
  - 11.1.1. Any change affecting this Constitution.
  - 11.1.2. Dissolution of the Association.
  - 11.1.3. To apply for Incorporation.
  - 11.1.4. To remove a Committee member(s) from Office.

11.1.5. To introduce a special levy on members.

**11.2.** Motions requiring a Special Resolution must be circulated in writing to all residents twenty-one (21) days prior to the date set for the General Meeting. (Retirement Villages Act 1999. schedule page 132)

**11.3.** Amendments to the Retirement Villages Act 1999 which affect this Constitution will also be treated as amendments to this Constitution and will not require a Special Resolution, but will be implemented without recourse to a Special Resolution so as to comply with Section 128 (2) (b) of the Retirement Villages Act 1999.

## **12. Use of Funds**

**12.1.** The property, assets and income of funds of the Association shall be directed towards the objectives of the Association and no part thereof shall be paid or transferred to residents.

**12.2.** Following dissolution of the Association, any assets remaining after the payment of all debts and liabilities shall be distributed as determined by the residents.

## **13. Confidentiality**

**13.1.** The Committee shall not divulge any information provided to it by a resident(s), unless they have the consent of the resident(s) concerned.

**13.2.** The Committee may seek advice and representation on behalf of its members, provided that no action is taken or cost incurred without the consent of those involved.

## **14. Disputed Resolution Procedure**

**14.1.** Disputes shall be resolved in accordance with the provisions of a resident's contract or where the contract is in conflict with the Retirement Villages Act 1999 in accordance with the provisions of the latter.

## **15. Declaration**

We hereby certify that the contents of this document are a true and correct record of the Constitution adopted at a General Meeting by the residents of the Peregian Springs Country Club, on 1st September, 2009 and its amendments incorporated at a General Meeting by the residents of the Peregian Springs Country' Club on the 6<sup>th</sup> December, 2011 and on the 15<sup>th</sup> December, 2015

Signed by: (Print name)

Signed by: (Print name)

Chairman of the Association

Secretary of the Association

Signature

Signature

Date

Date