

Carnbee Owners Association

Constitution

1. Name of Association

The name of the Association shall be “Carnbee Owners Association” hereafter referred to as the “Association.”

2. Aims of the Association

- a) The Association shall look after the collective interests of the Members of the Association in respect of the management of areas of the estate which are outside the boundaries of individual feu holdings .
- b) The Association shall ensure an appropriate Property Factor (henceforth referred to as “Factor”) is appointed to act as managing agents in management of the areas in (a) above.
- c) The Association shall ensure that the Factor will maintain or manage the maintenance of common areas of the estate such as those areas reflect the reasonable standards and expectations of the Association Members.
- d) The common areas of the estate shall be those shown on the attached map (Annex A).
- e) The Association shall ensure the Factor will make all reasonable efforts to ensure that all areas within the management of the Association meet current safety regulations and requirements.
- f) The Association shall ensure that the Factor will make regular assessments and take relevant action to ensure that the risk of personal injury being sustained by individuals or groups engaging in appropriate lawful activities on the common areas is minimised.
- g) The Association shall ensure that the Factor will make regular assessments and take relevant action to ensure the risk of damage to Members’ properties due to dangerous or damaged trees within the common areas of the estate is minimised.
- h) The Association shall ensure the Factor will refer any identified defects which occur on common areas to appropriate bodies for investigation and repair.
- i) The Association may make Regulations governing the use of any amenity or common ground of the estate.
- j) The Association shall ensure the Factor will invite and receive tenders from contractors relating to the management and maintenance of common spaces and amenity areas and shall select and appoint the most suitable tender to carry out the work as specified. The Association can elect to retain the services of the maintenance contractor in subsequent years, without having to go to tender every year, provided that the Committee considers the charges to be reasonable and the work satisfactory.
- k) The Association shall do such other things as may from time to time be necessary for the common interest of the Members.
- l) The Association shall promote the social and community life of the estate.

3. Membership

- a) Membership of the Association shall be mandatory by authority of the Title Deeds for owners of properties built by Beazer Homes. This comprises of the owners of 204 properties within the estate, representing properties in:
 - Carnbee Avenue (54 properties including 18 flats)
 - Carnbee Crescent (60 properties including 18 flats)
 - Carnbee Dell (10 properties)
 - Carnbee End (26 properties)
 - Carnbee Park (54 properties)
- b) Owners of properties build by Walker Homes (shown on Map of Estate Annex B) are not eligible to join the Association as their Title Deeds carry no burden with respect to communal areas. There are 36 Walker Homes within the estate representing properties at:
 - Carnbee Avenue (2 properties – numbers 16 and 18)
 - Carnbee Park (34 properties – odd numbers 1 – 67)
- c) Association Membership rights, privileges and burdens, as specified in this Constitution shall be equal to all members.
- d) Membership of the Association is restricted to the owners thus specified, or the executors and successors of such owners.
- e) A member shall continue to be a member until they cease to be an owner and a new owner becomes a member in their place. Where two or more persons are recorded as owners of any one property only the first named individual on the Title Deeds shall be a Member of the Association although the other, or one of the others, may be authorised to attend on their behalf by proxy.
- f) Each Member shall be entitled to one (1) vote on any matter.
- g) Any Member may be represented at a General Meeting by a proxy. This proxy may be a person nominated by the Member to attend on their behalf or may be a signed proxy form which authorises the Chairperson of the meeting to vote on behalf of the Member as per the Committee's recommendation on any matter.
- h) Where one person is owner of more than one property within the estate they shall have one vote for each property owned by them.
- i) The decisions of the majority of Members voting on any matter during any general meeting shall be final and binding on all Members except as noted in sections 11 and 12 below.

4. Committee

- a) A Committee shall be elected to work with the Factor in carrying out the business of the Association. The Committee may exercise all powers vested in it and do all such acts as may be done by the Association. The annual budget shall be confirmed at the Annual General Meeting. Any expenditure over and above this shall be determined by the Factor's Written Statement of Services.
- b) The Committee shall be made up of the *Chairperson, Vice-Chairperson, Secretary, Treasurer and a minimum of three (3) other general members*. Only one member of any jointly owned property may be a Committee Member at any one time.

- c) The Committee shall be elected at the Annual General Meeting of the Association. Vacancies arising throughout the term of office of the Committee may be filled by co-option and must be ratified at the next Annual General Meeting. Additional members of the Committee may be co-opted as required to facilitate the organisation and execution of specific projects.
- d) The tenure of Committee Members and Office Bearers is three (3) years, after which re-election may be sought. There is no limit to the number of times an individual may seek election.
- e) The Office Bearers shall carry out the actions given to them by a general meeting of the Association.
- f) A quorum for the Committee meetings shall be four (4) people, at least two (2) of whom shall be Office Bearers.
- g) Decisions required at any meeting of the Committee shall be determined by a majority of votes of the members present, and in the case of an equality of votes, the Chairperson shall have a casting vote in addition to a deliberative vote.
- h) The treasurer shall liaise with the factor on relevant financial matters and ensure annual accounts are ready for the AGM.
- i) The auditing of the estate's account will be done in accordance with the factor's auditing procedures.
- j) **Nominations:** The proposer of a person nominated as a member of the Committee must, where the nominee is not personally present, be able to confirm that their nominee will be willing to act if duly elected.
- k) **Restrictions on Committee:** No member of the Committee may enter into any contract or arrangement with the Association. No Committee, Office Bearer or Property Factor has the power to agree to altering of boundaries or sale of any land, pathways or right of way throughout the estate.
- l) **Vacating Office:** A member of the Committee shall vacate office ipso facto if they cease to be a Member of the Association. Retiring members shall demit office at the Annual General Meeting and shall be eligible for re-election subject to Section 4(b) above.
- m) **Responsibility:** The Committee is elected by the members to carry out the business of the Association. Responsibility and liability for the common areas, as noted in the Title Deeds, remains jointly and separately with the owners and does not transfer to the Committee or Factor.

5. Annual General Meeting

- a) There shall be an Annual General Meeting (AGM) of the Association held in November each year at which the Committee shall make a report of its activities during the previous year. The Committee shall ensure that an audited statement of accounts is presented by the Factor which should include a summary of accounts for the current year and the budget figures for the year ahead.
- b) The AGM shall elect (or re-elect) the Committee based on the rules specified in Section 4 above, and vote on any recommendations or motions and any proposed amendments to the Constitution.
- c) The Secretary shall publicise the date, time and venue of the Annual General Meeting to Members of the Association not less than twenty-eight (28) days before the meeting.

- d) The Minutes and accounts will be made available within a period of twenty-eight (28) days after the Annual General Meeting.

6. Other General Meetings

There are two distinct forms of General Meeting.

- a) **General Business Meetings** of the Association can be held at any time within the year. Those meetings can be called by the Committee as circumstances dictate.
- b) **A Special General Meeting**, open to all Members of the Association, will be held if thirty (30) or more Members submit, in writing, a request for such a meeting to the Secretary of the Association. On receipt of such a request, the Secretary will arrange for a meeting to take place within twenty-eight (28) days. Members requesting a meeting in this way must be made aware that should the meeting fail to attain a quorum of Members (as described in Section 7 below), the Members requesting the meeting shall be liable for any associated costs.
- c) In all cases, the Secretary shall publicise general meetings, giving not less than seven (7) days' notice in writing to all other Members.
- d) Minutes will be made available within a period of twenty-eight (28) days after the General Meeting.

7. Quorum

- a) At annual or other general meetings of the Association, no meeting shall be considered quorate unless a minimum of 50 Members are present or represented by proxy.
- b) If within half an hour after the time appointed for the meeting a quorum is not present, the meeting shall be adjourned until such a later date as the Committee may decide. All Members shall be notified of the new date of the adjourned meeting. If no quorum is present at the adjourned meeting those Members who are present shall be deemed to be a quorum and may transact all business which could properly have been disposed of at the meeting from which such adjournment took place.

8. Conduct of Meetings

- a) The Chairperson of the Committee shall preside at any Annual General Meeting, General Business Meeting or Special General Meeting. If there is no such Chairperson, or if they are not present within fifteen (15) minutes of the time appointed for the meeting, one of the Office Bearers shall chair the meeting.
- b) Minutes shall be recorded for every meeting.
- c) **A Sederunt** (list of persons present) and a record of all proxies shall be recorded for each meeting and held with the minutes of the meeting.
- d) **Voting**: Issues requiring a vote shall be decided in the first instance by a show of hands (or voting cards). Each property owner shall carry one vote and

where joint property owners are present at the meeting only one may vote on any resolution.

- e) **Proxies:** Any Member shall be entitled to appoint a proxy to attend and vote for them at any meeting, and such proxy need not be a member of the Association. The completed, signed proxy form shall be lodged with the Secretary not less than forty-eight (48) hours before any meeting. Alternatively, on completion of the appropriate signed proxy form, the Member may appoint the meeting Chairperson to act as their proxy.
- f) **Secret Ballot:** Any Member present at a meeting in person or by proxy may demand a secret ballot. If a secret ballot is demanded, it shall be taken immediately and each property represented at the meeting shall have one vote as above.
- g) **Casting Vote:** In the event of an equality of votes, whether on a show of hands, voting cards or a secret ballot, the Chairperson shall have a casting vote in addition to a deliberative vote.
- h) **Adjournment:** The Chairperson of an Annual General meeting may, with the consent of the meeting, adjourn the same from time to time, 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.

9. Finance

- a) The Committee shall ensure the Factor prepares and presents annual accounts and a budget for the next financial year. This budget should be based on known or anticipated recurring costs plus anticipated costs of additional activities planned or those activities requested and approved by Members at the Annual General Meeting of the Association. Any additional costs occurring shall be determined by the Factor's Written Statement of Services.
- b) The Committee shall ensure that Association Members are notified by the Factor of the budget summary no later than 30th November each year, including details of Members' fees to be paid and payment mechanisms as arranged by the Factor.
- c) Members shall pay any fees specified to them annually by the due date (15th January as stipulated in Title Deeds). Fees shall be associated with individual properties so members owning multiple properties in the estate shall pay multiple fees.
- d) Members who are joint property owners shall be jointly and severally liable for the payment of all assessments due in respect of any property owned by them.
- e) **NOTE: the Proprietor as at 15th January is liable to the Association for the FULL PAYMENT of the Annual Fee for the year (15th January to 14th January in the subsequent year) and that it is then up to the outgoing Proprietor to make any agreement / arrangement with regard to refund of same with the incoming Purchaser.**
- f) **Debt Recovery:** Late payments by Members will be subject to surcharges. Arrears and debt collection procedures are determined by the Factor as indicated in their Written Statement of Services (Annex C).
- g) The Committee shall instruct the Factor, on behalf of the Association, to draw up contracts of work with individuals or organisations in order to undertake

the work associated with the Aims of the Association specified above and shall make payments to those contractors (as determined and detailed in the contract) in a timely manner in order to preserve the standing of the Association in the local and wider community.

- h) The Committee, on behalf of the Association, shall ensure the Factor takes out appropriate Public Liability Insurance to cover against any potential claim against the Association.
- i) The Association may not borrow without the sanction of a General Meeting.

10. Dissemination of Information

- a) The Association will primarily use electronic means of communication.

11. Changes to the Constitution

- a) The Constitution can only be altered at the Annual General Meeting or at a Special General Meeting.
- b) All proposed changes to the Constitution at the AGM must be submitted in writing to the Secretary by 1st August.
- c) Any changes to the Constitution must be agreed by the majority of at least two thirds (2/3) of the Association Members present or represented by proxy at the quorate meeting.

12. Dissolution of the Association

- a) The Association may only be dissolved by a Special General Meeting called for that purpose only.
- b) Such a meeting must be advertised to Members at least fourteen (14) days before the date of the meeting.
- c) A proposal to dissolve the Association shall only take effect if agreed by at least two thirds (2/3) of the Association Members present or represented by proxy at the quorate meeting.

13. Interpretation of Text

Within this document, unless context otherwise requires:

“Month” shall mean calendar month

“Words” importing individuals shall include companies or corporations

“Factor” shall mean the property management company hired by the Association as managing agents of the communal areas within the estate.

14. Arbitration

In the event to the foregoing Constitution or any addition or amendment thereto or any rules made in accordance with the Constitution being challenged by a Member as being illegal or ultra vires, the question shall be referred to an appropriate expert arbitrator. The judgement of this arbitrator shall be final and binding on all parties. The expenses of the reference shall be paid as awarded by the arbitrator.

15. Annexes

Annex A: Map of Estate showing Common Areas Managed by the Association

Annex B: Map of Estate showing properties constructed by Walker Homes
Annex C: Written Statement of Services of current Property Factor
Annex D: Relevant extract from Beazer Homes Title Deeds

Constitution Adopted insert Date