

# CONSTITUTION

## KENRIDGE NEIGHBOURHOOD INITIATIVE

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### 1. NAME

The name of the Association is **KENRIDGE NEIGHBOURHOOD INITIATIVE**.

### 2. DEFINITIONS

In this constitution, unless the context indicates the contrary:

- 2.1 "The Association" shall mean **KENRIDGE NEIGHBOURHOOD INITIATIVE**.
- 2.2 "The Effective Date" shall mean the date of signature hereof.
- 2.3 "Managing Committee" shall mean the committee appointed yearly at the general meeting of the Association.
- 2.4 "Member" shall mean a Member as defined in clause 4 hereunder.
- 2.5 "Person" shall include a company, close corporation, club, trust, partnership or other association of persons entitled in law to hold title to immovable property.
- 2.6 Home Owner means any registered owner of rateable property within the area marked on the annexed map including the body corporate of a sectional title scheme established in terms of the provisions of the Sectional Title Act, No 95 of 1986
- 2.7 In this Agreement, unless the contrary obviously follows from the context:
  - 2.7.1 any gender shall include the other genders;
  - 2.7.2 any reference to a natural person shall include legal *personae* and *vice versa*;
  - 2.7.3 the singular shall include the plural and *vice versa*.

### 3. OBJECTIVES

- 3.1 The main objectives of the Association are to :
  - 3.1.1 arrange visible Policing for area of Kenridge stipulated and marked on the annexed map by entering into a contract with a security company for patrols either by motor vehicle, on foot or by motor cycle;
- 3.2 Ancillary objectives are:
  - 3.2.1 to negotiate discount with insurance companies for Home Owners affiliated to the Association;
  - 3.2.2 to in general assist in provision of safety and security for the residents of Kenridge, but specifically the members of the Association;
  - 3.2.3 to maintain open spaces;
- 3.3 regularly collect levies per member of the Association as the Association may determine from time to time in order to meet its obligations and to pay its accounts.

#### **4. MEMBERSHIP**

- 4.1 Membership of the Association shall be evidenced by register held at the offices of the Association at 18 Franshoek Road, Durbanville Hills.
- 4.2 Once registration has been affected membership will be mandatory for a period of the financial year of the Association the members signed up for.
- 4.3 Subject to the provisions of clause 4.6, no person shall be entitled to terminate, cede or assign his/her membership of the Association for the period registered.
- 4.4 Each Member shall have 1 (One) vote at the general meeting.
- 4.5 Joint ownership of property by several parties shall constitute only one member which member shall be represented by one undivided vote.
- 4.6 A member ceases to be a member of the KNI when:
  - 4.6.1 the Committee has decided to cancel the membership of a member after such member has failed to pay any levy which is due and payable within 7 (seven) days of written notice to pay such arrears.
  - 4.6.2 the Committee has decided to cancel the membership of a member after such member has discredited the KNI in public or elsewhere, or promoting another/similar body of the KNI.
  - 4.6.3 the rateable property which qualified for membership has been sold or the tenancy terminated.
- 4.7 Notwithstanding anything to the contrary herein contained or implied, cessation of membership shall in no way release a Member from any obligation undertaken prior to the cessation of membership as a result of any further or ancillary guarantee, commitment or obligation which such member may have undertaken.
- 4.8 No member ceasing to be member for any reason, shall have any claim upon or interest in the funds or assets of the KNI.
- 4.9 Any Member providing voluntary patrols within the Area shall subscribe to the KNI constitution and Code of Conduct and sign the Indemnity as prescribed by the Community Police Forum.

## 5. COMMITTEE

- 5.1 The affairs of the Association shall be managed by a Committee consisting of not more than 20 (Twenty) Members, elected by majority vote and to remain in office for 1 (One) year. Provided that not more than two Committee members may be a non-Member elected or appointed on the basis of particular skill or knowledge, and provided further that no two Committee Members may have the same residential address.
- 5.2 The members of the Committee shall, after proposal and seconding, be elected by poll or (if the meeting so determines) by a show of hands of Members attending the general meeting of the Association. Subsequent Committees shall be likewise elected at each successive annual general meeting of the Association. No Member shall be eligible for election unless:
- 5.2.1 he/she has been duly proposed and seconded in writing by two other Members;  
and
- 5.2.2 such proposal, countersigned by the candidate, has been handed to the Secretary not later than the last day (excluding Saturdays, Sundays and public holidays) preceding the meeting;  
and
- 5.2.3 his/her levy payments are not in arrears. This requirement shall not apply to non-Members elected on account of particular skills or knowledge.
- 5.2.4 The Committee shall consist of :  
A Chairperson;  
A Secretary;  
A Treasurer;  
No more than 17 (Seventeen) additional members  
with any 3 (Three) Committee members forming a quorum.
- 5.3 Every Committee member shall cease to hold office:
- 5.3.1 at every annual general meeting (but shall be eligible for re-election);  
or
- 5.3.2 if he/she becomes of unsound mind or is disqualified from acting as a director in terms of the provisions of the Companies Act.
- 5.4 The Committee may fill casual vacancies on the Committee by co-opting any other person or eligible Member of the Association who may so serve until the next annual general meeting.
- 5.5 Committee members shall receive no remuneration apart from reimbursement for reasonable expenses incurred on behalf of and for the benefit of the Association, and as approved by the Committee.
- 5.6 No Committee member shall be liable to the Association or to any Member thereof or to any other person whomsoever for any act or omission by himself/herself, the Association or its servants or agents. Every member of the Committee is hereby indemnified against any loss or damage suffered by him/her in consequence of any alleged liability, provided that such Member has on the basis of information available to him/her, acted honestly and in good faith without gross negligence.
- 5.7 Committee meetings shall be held regularly as determined by the Chairperson from time to time, but in any event at least once every 3 (Three) months.
- 5.8 The Committee shall cause proper books of account of the administration and finances of the Association to be kept and financial accounts shall be drawn annually by a competent person.
- 5.9 The Secretary shall keep proper minutes of all meetings of the Committee.
- 5.10 In the event of a deadlock the Chairperson shall have a casting vote.

## **6. MEETINGS OF THE ASSOCIATION**

- 6.1 The annual general meeting of the Association shall be held on a date as determined by the Committee during each successive year, provided that such meeting shall be held not later than 15 (Fifteen) months after the previous annual general meeting. The Secretary shall post or deliver to each Member written notice of the annual general meeting, accompanied by the agenda, at least 3 (Three) weeks before the date of the meeting.
- 6.2 Special general meetings may be called upon 2 (Two) weeks' written notice by the Secretary whenever the Committee considers it desirable and shall in any event be called upon the request in writing of at least 10 (ten) Members. The Secretary shall include the agenda with the notice of the special meeting.
- 6.3 The Chairperson shall preside at all meetings and in his/her absence the Vice Chairman or Secretary shall preside. In the absence of these three people the Members present shall elect an acting chairperson for that meeting.
- 6.4 A quorum at an annual general meeting or special general meeting shall be 10 (ten) Members of the KNI from time to time, reduced to the nearest whole number if the total number of Members is an uneven number.
- 6.5 If at any time at an annual general meeting or special general meeting a quorum is not present, the meeting will be adjourned for 30 (thirty) minutes and if a quorum is still not present thereafter, the meeting will be adjourned until a date, time and venue as determined by the members present, provided that no less than 7 (seven) days written notice is given to all Members of the date, time and venue of the adjourned meeting. If at the adjourned meeting a quorum is likewise not present at the start of the meeting, the meeting will again be adjourned for 30 (thirty) minutes and if quorum is still not present, the members present, whether in person or by representation, shall constitute a quorum.
- 6.6 At all meetings votes on any matter shall be cast by a show of hands unless the chairperson of that meeting requires a poll.
- 6.7 At all meetings any matter shall be resolved by a simple majority [50% plus one (+1)] of the members present at the meeting
- 6.8 In the event of a deadlock the chairperson of that meeting shall have a casting vote.
- 6.9 The Secretary shall keep minutes of the proceedings of the Association.

## **7. POWERS OF THE ASSOCIATION**

- 7.1 The management and administration of the Association shall vest in the Committee which may exercise all such powers of the Association and do or refrain from doing, on behalf of the Association, whatever may be exercised and done by the Association itself.
- 7.2 Without in any way limiting the generality of the foregoing, the Committee shall be entitled to:
  - 7.2.1 perform all such acts as are necessary to accomplish the objectives expressed or implied herein;
  - 7.2.2 invest and re-invest monies of the Association not immediately required, in such manner as the Committee may from time to time determine;
  - 7.2.3 operate a bank account in the name of the Association;
  - 7.2.4 enter into and fulfil contracts or agreements for any purpose of the Association;
  - 7.2.5 employ and pay employees, contractors, agents, servants and any other parties such as auditors, attorneys, architects, engineers and other professional consultants;
  - 7.2.6 form sub-committees and to delegate such powers to the sub-committees as may be deemed necessary;
  - 7.2.7 sue and to defend actions in the name of the Association and to appoint legal representatives for this purpose;
  - 7.2.8 collect or instruct agents to collect levies payable by Members

## **8. STATUS OF THE ASSOCIATION**

The Association shall be an association:

- 8.1 with legal personality, capable of suing and being sued in its own name;  
and
- 8.2 none of whose Members in their personal capacities shall have any right, title or interest to or in the property, funds or assets of the Association, which shall vest in and be controlled by the Committee in terms hereof;  
and
- 8.3 not for profit or gain, but for the benefit of the owners and occupants of immovable property situate in Kenridge as per the annexed map.

## **9. AMENDMENT OF THE CONSTITUTION**

The Constitution of the Association may at any time be amended at a general or special meeting of the Members, provided that at least 75% (Seventy Five percent) of all Members present vote in favour thereof, whether in person or by written proxy

## **10. WINDING UP**

- 10.1 The Association may be wound up by a resolution of the Members in general meeting provided that :
  - 10.1.1 50% (Fifty *per centum*) plus one of all Members present at the AGM or SGM, duly conveyed, vote in favour thereof.
- 10.2 In the event of such winding up, it shall be the duty of the Committee, or a trustee appointed by it, to convert the assets of the Association into cash, pay all the liabilities of the Association and thereafter distribute the net residue (if any) as decided by the majority of members at that meeting.

## **11. MEMBERSHIP**

- 11.1 It is a requirement that any member of the Association must be the registered owner or tenant of a property falling within the boundaries of Kenridge as set out in the annexed map.

## **12. PAYMENT OF LEVIES**

- 12.1 Levies will be stipulated by the Committee on a yearly basis and same will be confirmed and approved on every general meeting as set out elsewhere in this agreement. The Association may on non-payment of levies claim same from the Member after due notice of 7 days having been given. Should the Association be forced to take legal action the Member undertakes to pay costs of such legal action on a scale as between attorney and client.

Annexure:

