

CONSTITUTION OF LOGANDALE RESIDENTS LTD.

ACN 056 349 038

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RECITALS

- A. As part of a review of the administrative procedures in Logandale Residents Ltd., it became necessary to effect changes to the constitution of the Company to correctly reflect the company's legal status, incorporate additional clauses to remove possible misinterpretation and rearrange clauses to enhance interpretation.
- B. This constitution, having been duly considered by the Company at a meeting held on 23rd January 2020, was adopted by a special resolution passed at that meeting as the new Rules of the Company in complete substitution for the previous rules and regulations of the Company.

1. NAME

1.1 The name of the Company shall be "Logandale Residents Ltd."

2. ADDRESS

2.1 The address and office of the Company shall be 1 Logandale Boulevard, Cornubia 4130.

3. DEFINITIONS AND INTERPRETATIONS

3.1 In this Constitution and unless inconsistent with the context:

"Act" means the *Corporations Act 2001 (Cth)*;

"Board" means the Board of Directors of the Company as constituted under Rule 7 from time to time;

"Board Meetings" means meetings of the Board;

"Chair of the Board" means the Chairperson of the Board from time to time;

"Chair of Members" means the person appointed as the Chairperson of Members pursuant to Rule 19;

"Company" means Logandale Residents Ltd ACN 056 349 038

"Deed of Trust" means the Deed of Trust made 28 July 1989 between Logandale Management Pty Ltd and the Logandale Country Club Pty Ltd and the Council of the City of Logan;

"Director" means a member of the Board for the time being appointed pursuant to Rule 7 and **"Directors"** means 2 or more of them;

"Estate" means the Logandale Estate, Cornubia in the State of Queensland, accessed from Beenleigh Redland Bay Road via

Logandale Boulevard, as administered by Logandale Residents Ltd.

“Financial Member” means a Member who is no more than three (3) months in arrears with the payment of levies.

“Financial Year” has the meaning given by Section 323D of the Corporations Act 2001.

“Law” means the common law of Australia and the statute law of the Commonwealth of Australia and any state or territory of Australia;

“Lot Owner” means the registered owner or owners of each separate Lot (other than the Security Allotments and Recreation Allotments) within the Estate;

“Members” means the members of Logandale Residents Ltd. being the persons referred to in Rule 14 of this Constitution;

“Objects” means the objects of the Company set out in Rule 4;

“Recreation Allotment” means Lots 909, 911 and 912 on Registered Plan No. 226997 County of Stanley, Parish of Mackenzie and Lot 908 in Registered Plan No. 226997 on Registered Plan No. 229330 and each and every part or subdivision thereof;

“Secretary” means the secretary for the time being of the Board;

“Security Allotment” means Lot 902 on Registered Plan No. 223995, Lot 907 and Lot 910 on Registered Plan No. 226997 County of Stanley, Parish of Mackenzie and each and every part or subdivision thereof;

“Tax Act” means the Income Tax Assessment Act 1997.

4. OBJECTS

4.1 The objects for which Logandale Residents Ltd. is established are:

- (a) To manage the Security Allotments and Recreation Allotments and to erect and maintain on such allotments improvements of any kind and to provide the Estate access and security buffer strips, recreational and security services in conjunction therewith for the benefit and security of the residents and Lot owners of the Estate, in conformity with the terms of the Deed of Trust;
- (b) To grant access (including cable access) to Telstra (formerly known as Australian Telecommunication Commission) over Lots 902 on RP 223995 and Lot 907 on RP 226997 in accordance with the terms of the Deed of Trust;

- (c) To maintain the gatehouse situated on Lot 902 on RP 223995 for the purpose of vetting vehicles entering the estate for the safety and security of residents and Lot Owners of the Estate.

5. POWERS OF THE COMPANY

5.1 The Company shall have all the powers of a Company set out in or implied by the Act and in addition thereto shall have all of the powers of a company incorporated under the *Corporations Act 2001 (Cth)* **PROVIDED THAT:**

- (a) The property and income of the Company shall be applied solely to the promotion of the Objects and no part thereof shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by pecuniary profit to Members;
- (b) No Director of the Company shall be appointed to any salaried office of the Company or any office of the Company paid by fees and that no remuneration or other benefit in money or money's worth shall be paid or given by the Company to any member of the Board except repayment of out of pocket expenses; and
- (c) The Company shall not have power to make any gift, donation or subscription or provide any benefit unless the recipient is a registered public benevolent institution within the meaning of Section 995.1 (the Definitions Section) of the Income Tax Assessment Act 1997 and the Australian Charities and Not-For-Profit Commission Act 2012.

5.2 Without derogating from the operation and effect of Rule 5.1 the Company is, in furtherance of its objects, conferred with the following powers: -

- (a) To construct, use, work, carry on, maintain and improve or cause to be constructed, used, worked, carried on, maintained and improved all lands and properties of the Company or in which it has or intends to acquire an interest;
- (b) To appoint, employ, remove or suspend such employees, contractors or volunteers as may be necessary or convenient for the purposes of the Company;
- (c) Subject to obtaining consent from Logan City Council, to borrow or raise moneys from any person, firm or banking institution on current account or by use of commercial bills or otherwise howsoever at whatever rate of interest (whether to be capitalised according to the custom of bankers or not) and on such terms and conditions as the Company thinks fit and as security for the moneys borrowed or raised or for the purpose of securing or joining in securing any moneys borrowed or raised and interest thereon, to sign and execute mortgages, charges, and other securities over all or any part of the Company's property;

- (d) To draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (e) To open and operate (including by way of internet banking) any account with any bank or financial institution and, if thought fit, delegate to any person authority to transact on any account without that person being liable or responsible for any loss resulting therefrom;
- (f) To apply or invest moneys in any derivative (including, without limitation, futures contracts, swaps, forward agreements, options, or options over any of those derivatives), whether or not entered into or acquired for the purpose of hedging against or minimising any loss in respect of investments held by the Company and to pay any calls, margin calls or other demands relating to any derivative;
- (g) To print and produce any publication that the Company may think desirable for the promotion of its Objects;
- (h) To execute in favour of any Director or other person who may incur or be about to incur any personal liability for the benefit of the Company any guarantee or indemnity in such manner as Company may think fit;
- (i) To enter into and execute all such contracts and agreements and to execute and undertake and to do all such acts, deeds, documents and things as are or may be incidental or conducive to the attainment of any of the Objects;
- (j) Subject to obtaining the prior consent of Logan City Council with regard to the security allotments and recreational allotments, to transfer all or any part of the property, assets, liabilities and engagement of the Company to any one or more of the companies, institutions, societies or companies with which the Company is authorised to amalgamate.
- (k) To make and promulgate by-laws, regulations and rules and to otherwise provide for the functioning, governance, promotion and management of the Company and of the Estate;
- (l) To receive guarantees or indemnities for the payment of money or the performance of any contract, obligation or undertaking by any person and to secure by mortgage, charge or otherwise the obligation in respect thereof or to secure an obligation of that person, however arising.
- (m) To insure such of the assets of the Company as are of an insurable nature and to further insure such employees as the Company deems fit.

6. GOVERNANCE AND MANAGEMENT

6.1 The governance and management of the Company shall, subject as hereinafter appears, be vested in the Board.

7. BOARD & ELECTION OF DIRECTORS

7.1 The Company shall have a Board. The Board shall consist of seven (7) Members of the Company who shall be elected by the Members.

7.2 Candidates for election to the Board shall be nominated and seconded in writing by Members entitled to vote at a General Meeting.

7.3 The nominated candidate must consent in writing to be a Director and his or her consent must be lodged with the Secretary no less than fourteen (14) days prior to the date of the General Meeting at which his or her candidacy is to be voted upon.

7.4 The Board may request any candidate for election to provide such information as may be required to confirm the candidate is a fit and proper person to hold a position on the Board and to be a Director of the Company, including, but not limited to:

- (a) Proof that the nominated candidate is a Member and is entitled to vote;
- (b) Police criminal history certificates;
- (c) ASIC personal record extract; and/or
- (d) Any other background information as requested from time to time to assist the Board in confirming the qualifications, experience and character of the candidate for the role.

7.5 The election of Directors shall take place at each Annual General Meeting. The Board may postpone the Annual General Meeting for such period of time as the Board thinks reasonable to obtain the information required by Rule 7.4 hereof. (However, the company must hold an AGM at least once in each calendar year and within 5 months after the end of its Financial Year to comply with Section 250N of the Corporations Act 2001 (Cth)).

7.6 Where there are more than seven (7) nominees for the positions of Director at an Annual General Meeting, the seven (7) persons receiving the most votes shall be appointed.

7.7 In the event there is an insufficient number of candidates nominated, the Board shall have power to appoint members as may be required to fill any vacancy.

8. OFFICE HOLDERS OF THE BOARD

8.1 The Office Holders of the Board shall be:

- (a) a Chairperson
- (b) a Vice-Chairperson
- (c) a Secretary; and
- (d) a Treasurer.

8.2 All Office Holders of the Board shall be appointed or removed by the Board.

9. CASUAL VACANCIES

9.1 A casual vacancy occurs in the Board and that office becomes vacant if a Director:

- (a) resigns by notice in writing delivered to the Secretary to the Board;
- (b) is convicted of an offence under the Act;
- (c) becomes prohibited from being a director of a company by reason of any order made under the Act;
- (d) becomes bankrupt or makes any arrangement or composition with his or her creditors generally;
- (e) is permanently incapacitated by mental or physical ill-health; or
- (f) is absent from all meetings of the Board in any four (4) month period without the approval of the Board;
- (g) ceases to be a Lot Owner in the Estate.

9.2 The Board of Directors shall have the power at any time to appoint any Member to the Board (including to an office of the Board), either to fill a casual vacancy or as an addition to the existing Directors of the Board but so that the total number of directors shall not at any time exceed seven (7) in number. Any Member of the Board so appointed shall hold office only until the next Annual General Meeting unless he or she is removed or retires earlier.

10. POWERS AND DUTIES OF THE BOARD

10.1 The Board shall have the following authorities, duties and powers:

- (a) to carry into effect the Objects;
- (b) to provide for the sound stewardship of the assets of the Company;

- (c) to make decisions and determinations on all matters concerning the activities, administration, control and functioning of the Company in accordance with its Objects;
- (d) to appoint and create committees and sub-committees whether consisting solely of Directors or of both a Director or Directors and another or other person or persons; and
- (e) to designate powers, functions and points of reference of such committees and sub-committees and to authorise them to act in the name of the Board.

11. MEETINGS OF THE BOARD

- 11.1 Members of the Board shall meet for the dispatch of business not less than once in each two (2) calendar months and on such other occasions as the Chairperson of the Board may determine.
- 11.2 Notice of the date, time and place of and the agenda for each meeting of the Board shall be forwarded by the Secretary to all Directors at least three (3) days prior to the date fixed for that meeting.
- 11.3 Meetings shall be held on the Estate or at such other place as a majority of the Board shall agree.
- 11.4 A meeting of the Board may be conducted by a telephone or video conference provided that each person purporting to participate may simultaneously hear what is being said by each other person purporting to participate.
- 11.5 A resolution in writing signed by a majority for the time being of the Board shall be as valid and as effectual and shall have the same effect as an ordinary resolution of the Board duly passed at a meeting of the Board. Any such resolution may consist of several documents in like form each signed by one or more Directors.
- 11.6 A Director may at any time call a meeting of Directors, and the Secretary will give due notice upon receipt of the call for a meeting to all Directors.

12. PROCEEDINGS OF THE BOARD

- 12.1 At each meeting of the Board:
 - (a) a minimum of four Directors shall constitute a quorum;
 - (b) each Director shall have a deliberative vote. The Chairperson has a casting vote, if necessary, in addition to any vote they have in their capacity as a Director;
 - (c) a question arising at a meeting shall be decided by a majority of

votes;

- (d) subject to these Rules, the procedure and order of business shall be determined by the Chairperson at that meeting.

12.2 Director's Material personal interest

- (a) A Director shall declare to the Directors any material personal interest or related party transaction, as those terms are defined by the Corporations Act, as soon as practicable after that Director becomes aware of their interest in the matter.
- (b) Where a Director declares a material personal interest or in the event of a related party transaction, that Director must absent himself or herself from discussion of such matter and shall not be entitled to vote in respect of such matter unless otherwise determined by the Directors.
- (c) In the event of any uncertainty in this regard, the issue shall immediately be determined by a vote of the Directors or, if this is not possible, the matter shall be adjourned or deferred to the next meeting.
- (d) The Secretary shall maintain a register of declared interests.

13. MINUTES OF BOARD MEETINGS

- 13.1 The Directors shall cause proper minutes of all proceedings of all meetings to be taken and to be entered in books paper writing electronic documents or like medium provided for that purpose within one (1) month after the holding of the meeting at which the same are taken. Any form of recording is to be securely stored and available for perusal of Directors.
- 13.2 The Chairperson of each Board Meeting shall ensure that the minutes, as approved by the Board, are certified by him or her as correct either at that meeting or at the next meeting of the Board.
- 13.3 When minutes have been entered and signed as correct, until the contrary is proved, they shall be evidence that:
 - (a) the meeting to which they relate was duly convened and held;
 - (b) all proceedings recorded as having taken place at that meeting did in fact take place thereat; and
 - (c) all appointments or elections purporting to have been made at that meeting have been made validly.

14. MEMBERS OF THE COMPANY AND VOTING RIGHTS

- 14.1 The Members of the Company shall be the Lot Owners as defined herein.
- 14.2 A person shall cease to be a Member of the Company and shall be removed from the register of Members immediately upon ceasing to be a Lot Owner.
- 14.3 For the purposes of voting at a meeting of the Members, the following shall apply:
- (a) Only one Member per Lot shall be permitted to vote regardless of the number of persons who may be the registered owners of any Lot;
 - (b) Members of Lots with more than one registered owner shall nominate the voting member for their Lot at the commencement of the meetings;
 - (c) While a Members' estate levies, fees, charges or any other financial obligation to the Estate are in arrears by more than three (3) months, that Member's right to vote at any meeting of Members is suspended until proof of payment of all arrears has been provided to the Board.
- 14.4 Nothing in 14.3 prevents any Member from attending any meeting of Members.

15. REGISTER OF MEMBERS

- 15.1 The Company shall keep and maintain the register of Members in accordance with the Act.

16. MEETINGS OF MEMBERS

- 16.1 The Members may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 16.2 Questions arising at meetings of Members shall be decided by a majority of votes of those Members present personally or by proxy and entitled to vote (that is to say a Member may appoint an attorney or representative to act for that Member at a particular meeting of Members provided a proxy nomination notice has been served on the Board at least forty eight (48) hours before the meeting of Members in accordance with Rule 22).
- 16.3 In the case of an equality of votes, the Member presiding at that meeting will have a second or casting vote.
- 16.4 The Members shall cause to be kept and recorded minutes of all

proceedings at their meetings and shall cause such minutes to be signed by the Chairperson of the meeting or of the next meeting.

17. QUORUM - MEMBERS

17.1 A quorum for meetings of the Members shall be not less than fifteen (15) Members who must be present at all times during the meeting.

18. CHAIRPERSON OF MEETINGS OF MEMBERS

18.1 The Chairperson of the Board of Directors of the Company shall act as the Chairperson for all meetings of Members provided however, if he or she is not present at any meeting within ten (10) minutes after the time appointed for the holding of the meeting the Members present shall choose one of their number to chair the meeting.

19. CONDUCT AND FREQUENCY OF MEETINGS OF MEMBERS

19.1 Annual General Meetings shall be held within five (5) months of the end of each financial year at such time and place as the Chairperson of the Board may determine.

19.2 Any Director of the Company or the Board, or the Board at the written request of at least 5% of Members (provided that request is in writing and it states any resolution to be proposed at the General Meeting and is signed by the Members making the request and is given to the company) may at any time call or summon a General Meeting of the Members. A meeting requested by at least 5% of Members must be held no later than two (2) months after the request is given to the Company. A request by at least 5% of Members for a General Meeting must be for a "bona fide" purpose and not to harass the Company and/or its Directors.

19.3 A General Meeting of the Members shall be convened by giving at least twenty-one (21) clear days written notice specifying the place, the day and the hour of the meeting and in the case of special business, the general nature of that business.

19.4 A meeting shall, notwithstanding that it is convened by notice shorter than is required by Rule 20.3, be deemed to be duly convened if it is so agreed:

- (a) in the case of a meeting convened as the Annual General Meeting, by all Members entitled to attend and vote at the meeting; or
- (b) in the case of any other meeting, by a minimum of 5% of the Members having a right to attend and vote at the meeting;

19.5 Notice of every meeting shall be given to every Member plus the Company's Auditor by the method nominated by the Member or Auditor but in any event may be either:

- (a) handed to that Member; or
- (b) posted or transmitted by facsimile to that Member at his or her usual place of residence or alternative address (if any) nominated by the Member; or
- (c) given by electronic means as nominated by the Member.

20. PROCEEDINGS AT GENERAL MEETINGS OF THE MEMBERS

20.1 The business of an Annual General Meeting shall include:

- (a) to receive and consider the statement of income and expenditure and the statement of financial position of the Company;
- (b) to receive the report of the Board of Directors;
- (c) to receive the auditor's report;
- (d) to appoint an Auditor and fix the auditor's remuneration.

20.2 No business shall be transacted at any General Meeting unless a quorum of the Members is present at the time when the meeting proceeds to business.

20.3 If within half an hour from the time appointed for the meeting, a quorum is not present then the meeting shall stand adjourned to the same day in the next week at the same time and place or to such other day and at such other time and place as the Chairperson of Members may determine.

20.4 The Chair of Members may adjourn a meeting from time to time and from place to place but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting adjourned.

20.5 At any General Meeting, a resolution put to the vote of the meeting shall be decided on a show of hands unless a poll is demanded (before a vote is taken or before the voting results on a show of hands is declared, or immediately after the voting results on a show of hands is declared):

- (a) by the Chair; or
- (b) at least 5 members entitled to vote on the resolution.

20.6 Unless a poll is so demanded, a declaration by the Chairperson of Members that a resolution has been carried on a show of hands unanimously or by a particular majority or lost and an entry to that effect

in the minutes of the proceedings shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

21. PROXY

- 21.1 A Member may appoint another Member as his or her proxy and may revoke that appointment at any time.
- 21.2 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his or her attorney duly authorised in writing.
- 21.3 All proxies must be in the approved format to be provided by the Board, as altered from time to time.
- 21.4 For a Member's proxy to be valid, it must be received by the Board three (3) days prior to the Meeting of Members to which it relates.
- 21.5 A Member who is of unsound mind or whose person or estate is liable to be dealt with in any other way under the law relating to mental health may vote, whether on a show of hands or on a poll, by his or her Committee or by his or her trustee or by such other person as properly has the management of his or her estate, and any such Committee, trustee or other person may vote by proxy or attorney.

22. PROPERTY OF COMPANY

- 22.1 All of the real and personal property of or belonging to or held in trust for the Company shall be held by it as an incorporated body with perpetual succession.
- 22.2 The Recreation Allotments and Security Allotments are not to be encumbered or charged in any way save for the granting of any easements contemplated by the Deed of Trust.

23. ACCOUNTS AND REPORTS

- 23.1 The Board shall cause:
 - (a) a banking account or accounts to be kept at such bank or banks or other financial institution as the Board may determine and all transactions on any such account to be in accordance with the manner that the Board may designate; and
 - (b) true accounts to be kept of all moneys received and expended by or for the Company; and
 - (c) proper books of account to be kept at the Company's office or at such other place as the Board may determine; and

- (d) to be prepared, as soon as practicable after the end of each financial year, in writing a Statement of Income and Expenditure and a Statement of Financial Position for the Company and a Report of the operations of the Company during that financial year; and
- (e) the Statement of Income and Expenditure and the Statement of Financial Position to be audited and approved by them no later than the date of the Annual General Meeting.

24. AMENDMENT OF CONSTITUTION

- 24.1 Members may at any time and from time to time amend, rescind or repeal or add to or vary this Constitution subject to the provisions of the Act **PROVIDED THAT** any such amendment, rescission repeal, addition or variation shall not be inconsistent with or alter or derogate from the objects of the Company as set out in Rule 4 hereof, unless the same has been previously submitted and approved by Logan City Council.

25. LIMITED LIABILITY

- 25.1 The liability of Members is limited in accordance with Rule 27.1.

26. WINDING UP

- 26.1 The Company may be wound up if the Company gives notice to the Members of the Company and thirty (30) days written notice to the Logan City Council that the Company shall be wound up.
- 26.2 Each Member undertakes to contribute to the Assets of the Company in the event of the same being wound up while they remain a Member, and for a period of 12 months after ceasing to be a Member. This liability is strictly limited to the sum of \$20.00 for each Member.
- 26.3 If upon the winding up or dissolution of the company there remains, after satisfaction of all its debts and liabilities, any property whatsoever real or personal, the same shall not be paid to or distributed among the Members of the Company but given or transferred to the Logan City Council free from encumbrance for public or charitable purposes or otherwise dealt with as the Council may deem appropriate.

27. INDEMNITY


- 27.1 Every Director, and all officers of the Board shall be indemnified from the assets of the Company against any liability arising out of the execution of the duties of their office which is incurred by them in defending any proceedings, whether civil or criminal, in which judgment is given in their favour, or in which they are acquitted or in connection

with any application under the Act in which relief is granted to them by the Court in respect of any negligence, default, breach of duty or breach of trust.

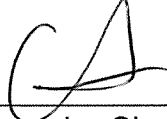
Signed for and on behalf of
Logandale Residents Ltd., ACN 056 349 038,
in accordance with section 127 of the *Corporations Act 2001 (Cth)*:



Alwyn John Ryder, Chairperson




Shane Barry Osmond, Vice-Chairperson




Cassandra Shea Hart, Secretary

Signed for and on behalf of Logan City Council



Stephen Ball, Development Assessment Manager



Signature of witness