

**CONSTITUTION OF
LOGANDALE RESIDENTS
LTD**

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RECITALS

- A. As part of a reorganisation of the Logandale Residents it became necessary to effect changes to the constitution of the Association.
- B. This constitution, having been duly considered by the Association at a meeting held on 4 November 2015 was adopted by a special resolution passed at that meeting as the new rules of the Association in complete substitution for the previous rules and regulations of the Association.

1 NAME

The name of the Association shall be "Logandale Residents Ltd".

2 ADDRESS

The address and office of the Association shall be 1 Logandale Boulevard Cornubia 4103.

3 DEFINITIONS AND INTERPRETATIONS

In this Constitution and unless inconsistent with the context:

"Act" means the *Associations Incorporation Act 1981* (Qld);

"Association" means Logandale Residents Ltd;

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

"Board Meetings" means meetings of the Board;

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

"Chair of Members" means the person appointed as the chair of Members pursuant to Rule 21;

"Directors" 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, as administered by Logandale Residents Ltd.

"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 of each separate Lot (other than the Security Allotments and Recreation Allotments) within the Logandale Estate;

"Members" means the members of Logandale Residents being the persons referred to in Rule 16 of this Constitution;

"Objects" means the objects of the Association set out in Rule 4;

"Recreation Allotment" means Lots 909 to 912 (inclusive) on Registered Plan No. 226997 & Lot 911 on Registered Plan 911782 County of Stanley, Parish of Mackenzie 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 on Registered Plan No. 226997 and Lot 910 on SP 235494 County of Stanley, Parish of Mackenzie and each and every part or subdivision thereof;

"Tax Act" means the *Income Tax Assessment Act 1936* (Cth) or, where applicable, the *Income Tax Assessment Act 1997* (Cth).

4 OBJECTS

The objects for which Logandale Residents Ltd is established are:

- (i) to maintain the Security Allotments and Recreation Allotments and to erect and maintain on such allotments improvements of any kind and to provide recreational and security services in conjunction therewith for the benefit of the residents and Lot owners of the Estate;
- (ii) to acquire, purchase, lease, exchange or otherwise deal with lands and buildings of any tenure of description in any part of the world and any chattels, machinery, plant, equipment, fittings, furniture, and motor vehicles of every kind and description for the purposes of, or capable of being conveniently used in connection with, any of the objects of the Association;
- (iii) subject to obtaining the consent of Logan City Council with regard to sale, development, exchange, lease, mortgage, charge, hire, dispose of, turn to account or otherwise deal with all or any part of the property of Association as required for the good governance and management of the Association in accordance with the objects set out herein;
- (iv) 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 Association or in which it has or intends to acquire an interest;
- (v) to lease any real or personal property of the Association at such rent and on such terms and conditions and for such purposes as may be expedient and to collect rents and income and to supply services to tenants and occupiers and others;

- (vi) to appoint, employ, remove or suspend such employees, contractors or volunteers as may be necessary or convenient for the purposes of the Association;
- (vii) 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 Association 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 Association's property;
- (viii) to enter into any arrangement for the purposes of managing, lessening, hedging or protecting against movement in rates of currency exchange, rates of interest, rates of discount or other costs of obtaining or procuring financial accommodation including but in no way limited to agreements and arrangements known as currency swaps, interest rate swaps, forward exchange rate agreements, forward interest rate agreements, futures contracts, futures options, currency options and interest rate options;
- (ix) to draw, make, accept, endorse, discount, execute and issue promissory notes, bills of exchange, bills of lading and other negotiable or transferable instruments;
- (x) to open and operate any account with any bank or financial institution and, if thought fit, delegate to any person authority to sign cheques and operate on any account without that person being liable or responsible for any loss resulting therefrom;
- (xi) 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 Association and to pay any calls, margin calls or other demands relating to any derivative;
- (xii) to print and produce any publication that the Association may think desirable for the promotion of its Objects;
- (xiii) 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 Association any guarantee or indemnity in such manner as Association may think fit;
- (xiv) to do enter into and execute all such contracts and agreements and to do 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;

- (xv) subject to the 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 Association to any one or more of the companies, institutions, societies or associations with which the Association is authorised to amalgamate.
- (xvi) to make and promulgate by-laws, regulations and rules and to otherwise provide for the functioning, governance, promotion and management of the Association;
- (xvii) to give 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.

5 POWERS OF ASSOCIATION

The Association shall have all the powers of an association 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 Association 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 provided that remuneration may be paid in good faith to officers and servants of the Association or other persons in return for services rendered to the Association; and
- (b) The Association shall not have power to make any gift, donation or subscription or provide any benefit unless the recipient is a public benevolent institution within the meaning of section 78(1)(a) of the Tax Act.

6 GOVERNANCE AND MANAGEMENT

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

7 BOARD & ELECTION OF DIRECTORS

- 7.1 The Association shall have a board that shall consist of seven (7) persons who shall be appointed by the Members in writing.
- 7.2 Candidates for election to the Board shall be proposed and seconded in writing by Members entitled to vote at a General Meeting.

- 7.3 The candidate must consent in writing to be a Director and his or her consent must be lodged with the Secretary thirty-five (35) 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 of any candidate for election to provide such information as may be required to confirm the candidate is a proper person to hold a position on the Board and to be a Director of the Association, including, but not limited to:
- (i) Confirmation of financial membership of the Association;
 - (ii) Police criminal history certificate;
 - (iii) ASIC personal record extract; or
 - (iv) Any other background information as requested from time to time to assist the Board in confirming the character of the candidate.
- 7.5 The election of Directors shall take place at each Annual General Meeting and a ballot if necessary shall be held in such manner as the Chairman of the Meeting may decide.
- 7.6 Where there are more nominees of the position for Director at an Annual General Meeting than there are vacant positions for Directors, then person or persons elected shall be those persons receiving both a majority of votes on the resolution, and the greatest number of votes as between those persons nominated for the vacancy or vacancies.
- 7.7 The Members shall appoint to the Board only persons whom it considers will carry out and pursue properly the Objects.
- 7.8 The Board shall be deemed the committee of the Association for the purpose of Section 60 of the Act.

8 OFFICERS OF THE BOARD

The Officers of the Board shall be:

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

All Officers of the Board shall be appointed by the Board.

9 TERM OF APPOINTMENT OF DIRECTORS

The term of appointment of each Director shall be the period specified at the time when that Director is appointed being no more than two (2) years.

10 CASUAL VACANCIES

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

- (a) dies;
- (b) resigns by notice in writing delivered to the Secretary to the Board;
- (c) is convicted of an offence under the Act;
- (d) is permanently incapacitated by mental or physical ill-health; or
- (e) is absent from more than four (4) meetings of the Board in any period of twelve (12) months without the approval of the Board;

11 POWERS AND DUTIES OF THE BOARD

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 Association;
- (c) to make decisions and determinations on all matters concerning the activities, administration, control and functioning of the Association 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.

12 RESERVATION ON DUTIES AND POWER OF THE BOARD

The duties and power vested in the Board shall be subject to the following:

- (a) the Board shall not do or implement or resolve to do any act or thing or if having done so shall not implement any resolution if:
 - (i) there is tabled at the meeting of the Board at which that matter is considered; or
 - (ii) within (7) days of the Member's receiving notice of that resolution the members give to the Chair of the Board,

a notice in writing signed by one or more of the Members that in his or her opinion the resolution is not in accord with the objects or philosophy of Association.

13 MEETINGS OF THE BOARD

- 13.1 Members of the Board shall meet together for the dispatch of business not

less than once in each two (2) calendar months and on such other occasions as the Chair of the Board may determine.

- 13.2 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.
- 13.3 Meetings shall be held at the Logandale Residents Facility or at such other place as a majority of the members of the Board shall agree.
- 13.4 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.
- 13.5 A resolution in writing signed by a majority for the time being of the Directors 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.
- 13.6 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.

14 PROCEEDINGS OF THE BOARD

At each meeting of the Board:

- (a) a majority of Directors for the time being shall constitute a quorum;
- (b) each Director shall have a deliberative vote except the Chairperson, who will only vote when needed to break a deadlock;
- (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 Chair at that meeting; and
- (e) a Director having any direct or indirect pecuniary interest shall disclose such interest to the Board.

15 MINUTES OF BOARD MEETINGS

- (a) The Secretary shall cause proper minutes of all proceedings of all meetings to be taken and to be entered in a minute book kept for that purpose, within thirty (30) days after the holding of the meeting at which the same are taken.
- (b) The Chair of each Board Meeting shall ensure that the minutes thereof are correct and certified by him or her as correct either at that meeting or at the next meeting of the Board.

(c) When minutes have been entered and signed as correct, until the contrary is proved, they shall be evidence that:

- (i) the meeting to which they relate was duly convened and held;
- (ii) all proceedings recorded as having taken place at that meeting did in fact take place thereat; and
- (iii) all appointments or elections purporting to have been made at that meeting have been made validly.

16 MEMBERSHIP OF THE ASSOCIATION

The Members of the Association shall be the Lot Owners as defined herein.

A person shall cease to be a Member of the Association and shall be removed from the register of Members immediately upon ceasing to be a Lot Owner.

For the purposes of voting, a Lot Owner shall hold a single vote, regardless of the number of parties who are the registered owners of the lot.

17 REGISTER OF MEMBERS

The Association shall keep and maintain the register of Members in accordance with the Act.

18 MEETINGS OF MEMBERS

The Members may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

Questions arising at meetings of Members shall be decided by a majority of votes of those present personally or by proxy and voting and shall be decided by a majority of the Members.

In the case of an equality of votes the Member presiding at that meeting will have a second or casting vote.

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 Chair of the meeting or of the next meeting.

19 POSTAL VOTING BY RESOLUTION

The Members shall, by resolution, allow for certain matters to be resolved by a postal vote. Such resolution must clearly identify:

- (i) The meeting for which a postal vote will be valid;

- (ii) The agenda item for which a postal vote will be valid; and
- (iii) The time by which all postal votes must be received by the Board to be valid.

All valid postal votes must be received by the Board's or its nominee three (3) days prior to the Meeting of Members to which the vote relates, unless otherwise agreed.

The Secretary of the Board will ensure all valid postal votes are collected and brought to the relevant meeting, and when the particular agenda item or resolution is put to a vote, will announce the postal votes after the votes of all members in attendance are counted.

20 QUORUM - MEMBERS

A quorum for meetings of the Members shall be not less than fifteen (15) Members.

21 CHAIR OF MEETINGS OF MEMBERS

The chair of the board of directors of the Association shall act as the Chair for all meetings of Members; 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.

22 CONDUCT AND FREQUENCY OF MEETINGS OF MEMBERS

- (a) Annual general meetings shall be held within five (5) months of the end of each financial year at such time and place as the Chair of the Board may determine.
- (b) All general meetings other than the annual general meeting shall be called extraordinary general meetings.
- (c) The chairman of the board of directors of the Association or the Board may at any time call or summon a meeting of the Members.
- (d) A meeting of the Members shall be convened by giving seven (7) 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.
- (e) A meeting shall, notwithstanding that it is convened by notice shorter than is required by paragraph (d) of this clause, be deemed to be duly convened if it is so agreed:
 - (i) in the case of a meeting convened as the annual general meeting - by all Members entitled to attend and vote at the meeting; or

- (ii) in the case of any other meeting - by a majority of the Members having a right to attend and vote at the meeting;
- (f) Notice of every meeting shall be given to every Member and may be either:
 - (i) handed to that Member; or
 - (ii) posted or transmitted by facsimile to that Member at his or her usual place of residence; or
 - (iii) given by electronic means.

23 PROCEEDINGS AT GENERAL MEETINGS OF THE MEMBERS

The business of an annual general meeting shall be:

- (a) to receive and consider the statement of income and expenditure and the statement of financial position of the Association; and
- (b) to receive the report of the Board;
- (c) to appoint auditors of the Association.

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.

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 Chair of Members may determine.

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.

At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands.

A declaration by the Chair 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 minute book 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.

Every Member present in person or by proxy duly appointed in writing shall have one (1) vote.

24 PROXY

A Member may appoint another Member as his or her proxy and may revoke that appointment at any time.

The instrument appointing a proxy shall be in writing under the hand of the appointor or of his or her attorney duly authorised in writing.

All proxies must be in the approved format to be provided by the Board, as altered from time to time.

For a Member's proxy to be valid, it must be received by the Board or its nominee three (3) days prior to the Meeting of Members to which it relates.

25 RESOLUTION SIGNED BY ALL MEMBERS

A resolution in writing signed by all Members shall be as valid as if passed at a duly convened meeting of Members. That resolution may consist of one or several documents in like form each signed by one or more Members.

26 SEAL

- (a) The Association shall have a common seal.
- (b) The common seal shall be kept in the custody of the Chair of the Board or such other person as the Chair of the Board shall nominate from time to time.
- (c) The common seal shall be affixed to every document to which it is to be affixed by authority of the Board in the presence of two (2) of the Directors who shall attest the affixing thereof.
- (d) The Chair of the Board shall cause to be kept and maintained a register of all documents to which the Common Seal of the Association shall be affixed.

27 CUSTODY AND INSPECTION OF RECORDS

The Chair of the Board shall provide for and ensure the safe custody of all records, books, documents, certificates of title and securities, which are the property of the Association.

A Member may at any time and subject only to his or her giving to the Chair of the Board not less than two (2) days notice of his or her desire so to do, inspect any records, books, documents, certificates of title or securities which are the property of the Association.

28 PROPERTY OF ASSOCIATION

All of the real and personal property of or belonging to or held in trust for the Association shall be held by it as an incorporated body with perpetual succession.

29 PROPERTY AND INCOME

No part of the property and income of the Association shall be applied for the benefit of or paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of pecuniary profit to any of the Members provided that the Association may remunerate in good faith officers and employees of the Association or other persons for services rendered by them to the Association.

30 ACCOUNTS AND REPORTS

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 cheques drawn on any such account to be signed by such person or persons as the Board may designate; and
- (b) true accounts to be kept of all moneys received and expended by or for the Association; and
- (c) proper books of account to be kept at the Association'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 Association and a Report of the operations of the Association 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 Meeting.

31 AMENDMENT OF CONSTITUTION

Subject to Rule 31, 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 Association as set out in Rule 4 hereof, unless the same has been previously submitted and approved by Logan City Council.

32 DISSOLUTION

The Association shall be wound up if the Association gives notice to the members of the Association and thirty (30) days written notice to the Logan City Council that the Association shall be wound up.


Each Member undertakes to contribute to the Assets of the Association in the event of the same being wound up while they remain a Member, and for a period of 12 months after ceasing to being a Member. This liability is strictly limited to the sum of \$20.00 for each Member.

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 Association, 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 **PROVIDED THAT** the same shall not be distributed among the Members of the Association.

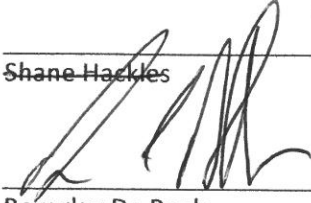
33 INDEMNITY

Every Director, and all officers of the Board shall be indemnified from the assets of the Association 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):



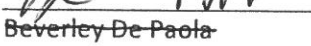
Anthony Dwyer



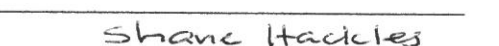
Shane Hackles



Beverley De Paola

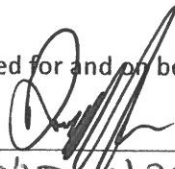


Beverley De Paola



Shane Hackles

Signed for and on behalf of Logan City Council



DAVID HANSEN
MANAGER
DEVELOPMENT ASSESSMENT