



DOORNPOORT RESIDENTS' ASSOCIATION

**(Incorporating Communities North of the
Magalies)**

CONSTITUTION

7 JUNE 2016

1 TITLE

The name of the ASSOCIATION shall be The Doornpoort Residents' Association, **incorporating Communities North of the Maglies** (hereafter referred to as "the Association" or **DRA**)

2 DEFINITIONS

In this Constitution:

- 2.1 Where the male gender is used, it shall be deemed to include the female, and the singular the plural
- 2.2 Unless otherwise indicated
- 2.2.1 "Association" means the Doornpoort Residents' Association incorporating Communities North of the Maglies, also referred to as the DRA.
- 2.2.2 "Committee" means the Management Committee constituted by a maximum of twelve members elected by the association to manage the affairs of the association. (Hereafter referred to as MC).
- 2.2.3 "Executive Committee" means the sub-committee of the Management Committee constituted by its Chairperson, Vice-Chairperson, Secretary, and Treasurer and Minuting Secretary. (hereafter referred to as EC).
- 2.2.4 "Property Development" means any procedure aimed at changing the use of land which includes township establishment, the rezoning, subdivision or development of land.
- 2.2.5 "Local Government" means any institution or body as defined in the Local Government Transition Act, 1993 (Act No. 209 of 1993) or other relevant legislation.
- ~~2.2.6 "Doornpoort" means the suburb of Doornpoort and all farm portions situated within the borders of this suburb of Pretoria.~~
- 2.2.6 "Responsibility Area" means the area between the Train Line in the North, the Mountain in the South, the N1 in the East and the Apies Rivier in the West (hereafter referred to as the Area). See attached map on the last page of this constitution (Pg13)
- 2.2.7 "Member" means an owner of property or a resident ~~of Doornpoort~~ the Area within the area whose membership application has been accepted and has thereby obtained the right to vote at meetings of the Association.

3 LEGAL STATUS OF THE ASSOCIATION

- 3.1 The Association is liable only for its own debts and any assistance granted to any person or body, whether corporate or un-incorporated, shall not render it liable for the debts of such a person or body.
- 3.2 No member shall be liable for any loss whatsoever suffered arising out of his or her duties as an office bearer, Portfolio Manager, or a member of the Management Committee or a member of the Association.
- 3.3 The association shall have the capacity to be a party to legal proceedings and shall have the power to institute and defend proceedings to further the objectives of the Association.
- 3.4 The association will have the power to raise such special funds as may be approved at an Annual General Meeting or a Special General Meeting convened for this purpose.

4 OBJECTIVES OF THE ASSOCIATION

- 4.1 The objective of the association shall be to foster and represent the interests of the registered property owners and residents of Doornpoort **and Communities North of the Maglies** by:
- 4.1.1 Improving communication, consultation and collaboration with National, Provincial and Local Governments, the Wonderboom Airport Management, the Tshwane Metro Police and the South African Police Service as well as any other group/organisation that can add value to the DRA and residents.
- 4.1.2 To go into partnership with the elected Councillors for the relevant Municipal Wards by establishing a working relationship which will provide the opportunity to lobby on issues of relevance to the future of **~~Doornpoort~~ the area.**
- 4.1.3 To act as an advisor and provide support to the elected councillors for Ward 5 and 96.
- 4.1.4 To interact with developers on all issues affecting or which may affect the interests of the residents **~~of Doornpoort~~ in the area.**
- 4.1.5 To evaluate the impact of laws, By-laws, procedures and administrative practices relating to land development, in the **~~Doornpoort~~** area and according to the Regional Spatial Development Framework (RSDF).
- 4.1.6 Monitor all land use application types and the mobilisation of responses to ensure the orderly development of **~~Doornpoort~~ the area.**
- 4.1.7 Assist the local government or designated body with environmental impact studies when requested to do so, in order to assess the likely impact of any property development scheme or development objectives set for **~~Doornpoort~~ the area.**

- 4.1.8 Foster liaison with the Provincial and Local Government, other residents' associations, business and other institutions to ensure orderly development through the elaboration of integrated development plans.
- 4.1.9 Address environmental issues such as Land use, sustainable Development, urban sprawl, pollution.
- 4.1.10 Take up domestic issues such as Laws, By –laws, Social Security and Law Enforcement.
- 4.1.11 Oppose with all the means at its disposal the establishment and expansion of Illegal land uses in ~~Deerpoot~~ the area.
- 4.1.12 Assist in addressing security needs in liaison and participation with Government, Local Government, the Metro Police, the South African Police Service, the Wonderboom Airport authorities and or any other recognized legal body or Community Policing forum.

5 MEMBERSHIP

- 5.1 The Association is apolitical and non-sectarian and any permanent resident over the age of 18 years can become a member on application. Permanent means resident for longer than six month in the defined area. Members will be required to pay a fee to defray costs of the Association. Residents staying in security villages can be represented through their body corporate. At least 0.010% of all residents should directly or indirectly be members of the Association for the Association to be deemed to be representative. An application for membership shall be made to the Designated Office bearer of the Association in writing on a prescribed form for consideration.
- 5.2 The Management Committee have the sole discretion to approve or reject an application for membership. Immediately after an application is approved, the name of the new member shall be entered into the register of members. The applicant shall be informed of any rejected applications with reasons.

6 MEMBERSHIP FEES

- 6.1 Members shall pay a subscription/joining fee as established or reviewed at an AGM by a 51% of members present.
- 6.2 Subscription/joining fees will be due and payable by a member on joining the Association. Thereafter subscriptions will become payable annually in advance at the beginning of each financial year which runs from 1 March to the last day of February.
- 6.3 No member shall be entitled to take part in a meeting or to vote at any meeting including the AGM or to propose or second any resolution or propose or second any candidate for membership/ election whilst in arrear with his or her subscription or any other liability to the ASSOCIATION.

Subscriptions/joining fees will be R150 per member per year and R350 per business member.

- 6.4 Provided for purposes of the Inaugural General Meeting, residents and/or property owners of ~~Deerpoot~~ the area will be allowed to take part in a meeting or to vote at any meeting including the AGM or to propose or second and resolution or propose or second any candidate for membership/election prior to the payment of the subscription/joining fees.

7 LIABILITY OF MEMBERS

- 7.1 The liability of each member shall be limited to his/her subscription and to any other debt owing by such member to the ASSOCIATION.

8 SUSPENSION AND EXPULSION

- 8.1 Any member who breaches the Code of Conduct, or refuses or neglects to carry out any resolution duly passed by (MC) or who in the opinion of (MC) gives the ASSOCIATION a bad name, may either be suspended by (MC) for such period as it may determine, or may be expelled from the ASSOCIATION. Written notice of suspension or expulsion shall be given to the member concerned.

9 VOTING

- 9.1 Members in good standing shall be allowed one vote at any general meeting of the Association. Members have to be present in person to vote. No proxy votes will be allowed.

10 RESIGNATION / LAPSING OF MEMBERSHIP

- 10.1 A member may resign from the ASSOCIATION at any time without a refund of any membership moneys paid. Resignation does not affect the status of any financial liability of such member towards the ASSOCIATION. A member whose membership fee is overdue for more than one financial year will forfeit his membership.

11 MANAGEMENT

- 11.1 The ASSOCIATION shall be administered by a Management Committee (referred to as "MC") consisting of no less than five and no more than twelve members elected annually at the AGM. These members are known as the OFFICE BEARERS of (MC).
- 11.2 At the first meeting of the newly elected (MC) after the AGM it will elect from the OFFICE BEARERS the Chairperson, Deputy Chairperson, Secretary, and Treasurer of the ASSOCIATION. The remaining OFFICE BEARERS will function as PORTFOLIO MANAGERS.
- 11.3 (MC) shall have the power and authority to:

- 11.3.1 Act on behalf of the ASSOCIATION to receive annual subscriptions, donations, grants and all other revenues of the Association;
- 11.3.2 To open and operate an account or accounts with any registered financial institution and to draw and accept cheques and other negotiable instruments;
- 11.3.3 To invest any monies of the ASSOCIATION for any of its purposes or commitments;
- 11.3.4 To pay any person or organisation for services rendered or for goods and premises hired, or for necessary purchases made in pursuance of the objectives of the Association; and
- 11.3.5 Make rules governing the procedure for conducting the affairs of the Association.
- 11.4 MC shall hold at least one meeting per month/or as regularly as the need arises.
- 11.5 NO person shall serve as an OFFICE BEARER on more than one Resident's Association that has been recognised by the municipality of the City of Tshwane.
- 11.6 The ASSOCIATION will have the power to raise such special funds as may be approved at an Annual General Meeting or a Special General Meeting convened for that purpose.

12 DUTIES OF OFFICE BEARERS

12.1 The Chairperson

12.1.1 The Chairperson, as leader of the ASSOCIATION, chairs all the ASSOCIATION's meetings and is its formal public representative.

12.2 Deputy Chairperson

12.2.1 The Deputy Chairperson takes over the Chairperson's tasks and duties when the Chairperson is not available.

12.3 Treasurer

12.3.1 **Receipts and Disbursements.** The Treasurer shall keep a record of all monies that are received by the ASSOCIATION as well as the monies spent by the ASSOCIATION.

12.3.2 **Assets and Membership.** The Treasurer shall keep an inventory of the assets of the ASSOCIATION and a properly updated membership database.

12.3.3 Financial Reporting

- 12.3.3.1 The Treasurer shall prepare and present to each MANCOM meeting an Income and Expenditure Statement reflecting the ASSOCIATION's financial status as at a date not more than thirty (30) days before the meeting date.
- 12.3.3.2 The Treasurer shall also prepare financial statements at the end of each financial year of the ASSOCIATION and present these to MANCOM for approval before their presentation to the next following AGM of the ASSOCIATION.
- 12.4 Secretary
- 12.4.1 The Secretary is responsible for making sure that the ASSOCIATION's administration runs smoothly. The Secretary must keep proper records and minutes of all meetings as well as prepare and send out notices of all meetings of the ASSOCIATION.
- 12.4.2 The Secretary is responsible for receiving all postal correspondence addressed to the ASSOCIATION and ensuring it is referred to the appropriate Office Bearer or Portfolio Manager for attention. This does not include the postal correspondence that Office Bearers or Portfolio Managers engage in themselves as mandated to them by the MC.
- 12.4.3 The Secretary is also responsible to ensure that progress on matters referred to Office Bearers and Portfolio Managers is reported on at (MC) meetings.
- 12.4.4 The Secretary shall maintain records of both incoming and outgoing correspondence he/she deals with on behalf of the ASSOCIATION, to (MC) requirements.
- 12.4.5 The Secretary must ensure that the Councillor(s) for the Area is/are provided with a copy of the minutes of all the meetings of (MC) and the ASSOCIATION and is(are) given notice of such meetings in good time.
- 12.5 Portfolio Managers. Portfolio Managers function as mandated by (MC).

13 ELIGIBILITY OF OFFICE BEARERS FOR RE-ELECTION

- 13.1 At every Annual General Meeting, the Chairperson, Deputy Chairperson, Secretary and Treasurer shall retire from office, but shall be eligible for re-election.

14 VACANCIES ON (MC)

- 14.1 In the event of the death or incapacity of the Chairperson, the Deputy Chairperson shall become the Acting Chairperson.
- 14.2 The office of Deputy Chairperson shall be taken over by one of the other Office Bearers.
- 14.3 Casual vacancies on (MC) may be filled by co-option by a (MC) resolution.

15 MC MEMBERS ABSENT WITHOUT LEAVE

- 15.1 Any member of (MC) who is absent from more than two consecutive ordinary meetings of (MC) without notice shall cease to be a member; provided that (MC) may grant a member leave of absence from not more than three consecutive ordinary meetings of (MC). The vacancy may then be filled by (MC).

16 REGULATION OF QUORUM AT MANCOM MEETINGS

- 16.1 (MC) may meet together for the despatch of business, adjourn or otherwise regulate its meetings. A quorum shall be more than 51% of the total membership of (MC). Vacancies must be taken into account.

17 MINUTES OF MEETINGS AND RECORDS OF THE ASSOCIATION

- 17.1 The committee shall keep proper books of account, document the minutes of all meeting, keep an updated list of all members of the association, and copies of all correspondence. The documents will be kept by a designated member of the committee, appointed for that purpose.

18 ANNUAL GENERAL MEETINGS

(Herein referred to as AGM's)

- 18.1 The AGM of the ASSOCIATION shall be held during the month of March of each year.
- 18.2 The agenda for an AGM should include at least the following items:
- 18.3 Confirmation of the Members of the ASSOCIATION present and in good standing
- 18.4 Recording of Apologies for absence by members.
- 18.5 Report by the Chairperson of the ASSOCIATION on activities and issues during the previous financial year.
- 18.6 Report by each (MC) member of his/her portfolio's activities during their year of office.
- 18.7 Election of (MC) members for the forthcoming year
- 18.8 Consideration of any Resolution(s) proposed by members of the ASSOCIATION or (MC).
- 18.9 General: Not less than twenty-one (21) days written notice of the day, hour and venue of the AGM shall be given to each member. Such notice shall be served to the e-mail address as advised to the ASSOCIATION by the member; and/or by public display at the post-boxes ~~in the area at Doornpoort Proper and at Doornpoort 2~~; and/or in the local press.

- 18.10 Accidental failure to notify any member shall not invalidate the proceedings of the any AGM.
- 18.11 Notice of any resolution to be proposed at the AGM must be lodged in writing with the Secretary at least fourteen (14) days before the date fixed for the meeting. Such resolution shall either emanate from MC or be signed and supported by not less than twenty (20) members of the Association in good standing.
- 18.12 Copies of the financial accounts and report by the Chairperson of the ASSOCIATION must be available for inspection by the members and interested parties at the AGM.

19 SPECIAL GENERAL MEETINGS

(Hereinafter referred to as SGM's)

- 19.1 MC may at any time call a SGM of members by giving not less than fourteen (14) day's notice in the same manner as for an AGM, specifying for what purpose the meeting is being called.
- 19.2 MC shall in like manner call a SGM upon receipt of a requisition signed by twenty (20) members of the ASSOCIATION in good standing, specifying the purpose for which such meeting is to be called.
- 19.3 Subject to the powers of (MC), no business other than that specified in the notice convening a SGM shall be transacted at such a Meeting.

20 QUORUM AT GENERAL MEETINGS

- 20.1 A quorum for an AGM or a SGM called by (MC) shall be twenty (20) members. If there is no quorum within fifteen (15) minutes after the time fixed for the meeting, it will be postponed to the same day and hour of the following week and at such adjourned meeting the members present shall be deemed to be a quorum for the transaction of all business of the meeting.
- 20.2 In the case of a SGM called by requisition of members, if no quorum of twenty (20) members is present within 15 minutes after the time fixed for the meeting, it shall be indefinitely dissolved.

21 VOTING AT ALL MEETINGS

- 21.1 Every question submitted to a meeting shall be decided by a show of hands, except where a majority of members call for a ballot. The Chairperson shall have a second or casting vote when the number of votes cast for and against is equal.

22 FINANCES

- 22.1 The income of the association is derived from allocations of government institutions, donations, subscriptions and levies, where applicable.
- 22.2 All funds of the association shall be deposited to its credit in a bank account selected by the committee, and operated by the committee.
- 22.3 The treasurer shall maintain proper records of all funds of the association, and shall submit a statement of all receipts issued and the payments made for the preceding period each ordinary meeting of the committee.
- 22.4 All cheques or withdrawals shall be signed by two of the following committee members: chair, vice-chair, treasurer, secretary or minuting secretary. No expenditure in excess of R50.00 (fifty rand) shall be incurred without the authority of the committee.
- 22.5 The financial year of the association shall terminate on the last day of February of each year, of which audited financial statements shall be submitted for approval at the AGM.
- 22.6 An honorary auditor shall be appointed by the committee to examine and report on the books of the association.
- 22.7 The records of the association as well as the records of finance shall be open for inspection on request of a member at such time and place as may be determined by the committee after consultation with such member provided that no single member may make request on more than two occasions during any one calendar year.

23 CODE OF CONDUCT

- 23.1 The Code of Conduct shall be binding on all members and office bearers of the ASSOCIATION.
- 23.2 The following Rules of Conduct shall be observed:
- 23.2.1 Members must at all times conduct themselves at meetings in a dignified and orderly manner.
- 23.2.2 Any member who persists in conducting himself/herself inappropriately must leave the meeting immediately when so ordered by the Chairperson.
- 23.2.3 All members and/or Office Bearers shall comply with the aims and objectives and the Constitution of the ASSOCIATION.
- 23.2.4 No member and/or office bearer of the ASSOCIATION shall conduct himself/herself in such a way as to bring the ASSOCIATION into disrepute.
- 23.2.5 No member and/or office bearer shall influence or attempt to influence the ASSOCIATION in its consideration of a decision on any matter before it so as to gain some direct or indirect benefit, whether in money or otherwise for

himself or herself or any other person or body with whom or which he or she is associated.

- 23.2.6 No member and/or office bearer of the ASSOCIATION shall directly or indirectly accept any gift, reward or favour whether in money or otherwise as a consideration for voting in a particular manner on any matter before the ASSOCIATION.
- 23.2.7 No member and/or office bearer shall use the office facilities and/or equipment of the ASSOCIATION for his or her personal use.
- 23.2.8 No member or other person or organisation may act or claim to act on behalf of the ASSOCIATION without a prior, specific mandate or instruction, in writing, to do so from the ASSOCIATION. Such mandate or instruction shall be authorised by the Chairperson of the ASSOCIATION.

24 ALTERATION OF CONSTITUTION AND CODE OF CONDUCT

- 24.1 Amendments or additions to this constitution shall be made by a two-thirds majority vote of those members present at a general meeting, provided that adequate prior written notice was given of the intended amendments or additions to the constitution prior to the meeting.
- 24.2 Should any doubt as to the interpretation of this constitution arise, the question in dispute shall be referred to the committee whose decision shall be final and binding. The chairperson shall, however be empowered to give a ruling for the purpose of conduction the meeting, during any general meeting of the association which shall be final. Should doubt arise as to the interpretation of clauses in the different official language versions of this constitution, the English version will prevail.
- 24.3 In the event of the dissolution of the association, any funds to the credit of the association shall be disposed of as the committee may decide before the association is dissolved.

25 AMALGAMATION AND DISSOLUTION

- 25.1 The ASSOCIATION may enter into partnership or amalgamate with any entity or ASSOCIATION with the same or similar objects. The movable property of the ASSOCIATION may be sold and the ASSOCIATION wound up, or reconstructed, by the resolution of the majority of not less than two-thirds of the votes of the members present in person at a Special General Meeting; provided, however, that not less than thirty (30) days special notice of the meeting to consider such question, of partnership, amalgamation, winding up or reconstruction shall be given and that such notice clearly sets forth the objectives of the meeting and provides further that not less than 20% of members eligible to vote shall be present at any such meeting.

25.2 If at any meeting properly called, as aforesaid, the requisite number of members shall fail to attend, then the meeting shall stand adjourned to the same time and place in the next following week, Special notice of the adjourned meeting shall be given by the Secretary and at such adjourned meeting any member or members present shall be deemed to be a quorum and shall have full power to act.

25.3 If upon dissolution of the ASSOCIATION, there remain any assets whatsoever after the satisfaction of all its debts, liabilities and obligations, such assets shall not be paid to or distributed among its members, but shall be given to a similar public organisation operating in the Area.

.....
CHAIRPERSON

Date:.....

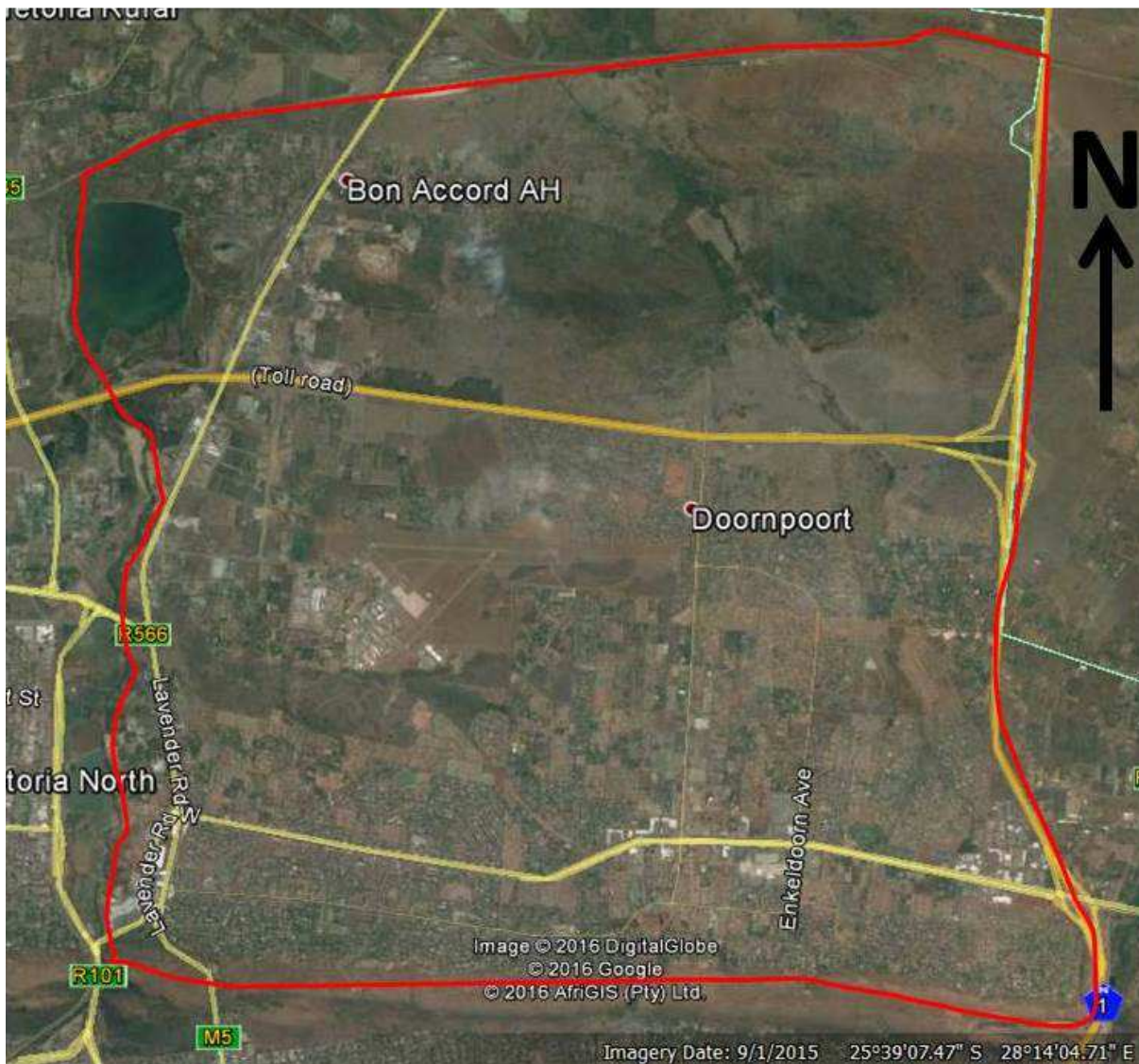
.....
GENERAL SECRETARY

Date:.....

PLACE WHERE THIS CONSTITUTION WAS ADOPTED:

DATE ON WHICH THIS CONSTITUTION WAS ADOPTED:

MAP OF AREA OF RESPONSIBILITY OF THE DRA INCORPORATING COMMUNITIES NORTH OF THE MAGALIES



OR

