

LEARMONTH GARDENS ASSOCIATION

CONSTITUTION

*As agreed at the Association's Annual General Meeting held on
Wednesday 23rd May 2007.*

1. NAME

The Association shall be known as the "LEARMONTH GARDENS ASSOCIATION" (hereafter referred to as "the Association").

2. PURPOSE AND OBJECTS

The purpose and objects of the Association are:

- (i) To provide members (as defined in paragraph 3 below) with a means of discharging their feudal obligations in respect of maintenance of the gardens aftermentioned, which obligation is described in the various Feu Contracts granted by the Trustees of Sir James Steel as each tranche of the properties (originally at North Learmonth Gardens (now Learmonth Gardens) and South Learmonth Gardens) was developed, incorporating all the flats and dwellings located within the solum or footprint of properties One to Nineteen (1-19) Learmonth Gardens and One to Twenty-three (1-23) South Learmonth Gardens.
- (ii) The general maintenance of the gardens situated between Learmonth Gardens and South Learmonth Gardens, Edinburgh, in accordance with the obligations described above.
- (iii) Any other activities which may be deemed to further the maintenance of the gardens as ornamental or pleasure grounds or protect the members rights of enjoyment thereof.
- (iv) To engage in any other activities not falling within the scope of paragraphs 2(i) to 2(iii) above (hereinafter referred to as "the Primary Objects") which may be of a consultative or representative nature to further the interests, and to foster or protect the amenity, of the members. Any such activities shall not be undertaken to the detriment of the primary objects and shall hereinafter be referred to as "the Secondary Objects".

3. MEMBERSHIP

- (i) Membership of the Association is confined exclusively to the owners of the said properties within the area described at paragraph 2(i) above, without prejudice to the foregoing generality, being properties within the buildings erected along Learmonth Gardens and South Learmonth Gardens in terms of the aforementioned Feu Contracts, irrespective of their current postal address.
- (ii) Membership and obligation is an automatic consequence of the acquisition of any property and dwellings within 1-19 Learmonth Gardens and 1-23 South Learmonth Gardens.
- (iii) All members shall pay an annual subscription, the amount to be proposed by the management committee and agreed annually at the Annual General Meeting.
- (iv) Should, however, no agreement be reached at an Annual General Meeting or agreement be deferred for any reason whatsoever, an interim amount, equivalent to the preceding year's subscription together with an uplift to reflect the rate of inflation (RPI) applying at the First of May preceding the date of the said Annual General Meeting will be applicable.
- (v) From time to time, the management committee may require, and shall be entitled, to raise additional funds for projects which fall outwith the scope of garden maintenance and such additional levies may either be proposed at the Annual General Meeting or at an Extraordinary General Meeting.
- (vi) Sums raised by annual subscription shall be expended exclusively on the Primary Objects. Should any activity arising out of the Secondary Objects require funding, any such funds, however raised, shall be maintained and accounted for separately from annual subscription funds.

4. POWERS

In furtherance of said objects the Association may:

- (i) Collect monies from the members.
- (ii) Raise funds and invite and receive contributions from any persons whatsoever by way of subscriptions and donations.

- (iii) Employ and pay any person to supervise, organise and carry out the work of the Association.
- (iv) Engage and pay fees to professional and technical advisers / consultants to assist in the work of the Association.
- (v) Cause to be written and otherwise reproduced and circulated, free of charge or for payment, such papers, pamphlets and other documents as shall further the Primary Objects.
- (vi) The Association shall appoint one or more Auditors and determine their remuneration (if any).
- (vii) Do all such other lawful things as are necessary for the attainment of the Primary Objects and the Secondary Objects.

5. MEETINGS OF THE ASSOCIATION

Once in every calendar year an Annual General Meeting shall be held for the purpose of electing the Management Committee, appointing an auditor and to receive the Annual Report and accounts. At least 21 days notice shall be given in writing to the members. Motions to be put to the meeting are to be lodged with the secretary 14 days in advance of the meeting.

The quorum for the Annual General Meeting shall be a minimum of ten members representing ten properties in separate ownerships.

An Extraordinary General Meeting may be called by either the committee or a minimum of ten members representing ten properties in separate ownerships. An EGM may be called with at least fourteen days clear notice, which notice must state the purpose of the meeting.

6. MANAGEMENT COMMITTEE

- (i) The Association shall be managed by a Committee consisting of not less than five and not more than twelve members who shall be elected at the Annual General Meeting and from whom office bearers shall be appointed. The Committee shall meet at least three times a year.
- (ii) Any casual vacancy on the Management Committee may be filled by the committee and any person appointed to fill such a casual vacancy shall

hold office until the conclusion of the next Annual General Meeting of the Association and shall be eligible for election at that meeting.

- (iii) The proceedings of the Management Committee shall not be invalidated by any failure to elect or any defect in the election, appointment, co-option or qualification of any member.
- (iv) Only out-of-pocket expenses can be made available to any member who undertakes work on behalf of the Association. This will be at the discretion of the Management Committee.

7. RULES OF PROCEDURE AT ALL MEETINGS

The quorum at a meeting of the Association shall be a minimum of ten members representing ten properties in separate ownerships. Any resolution at an Annual General Meeting shall be approved by a majority vote of those present. Any resolution at an Extraordinary General Meeting shall require the approval of a two-thirds majority of those present.

8. FINANCE

- (i) All moneys raised by or on behalf of the Association shall be applied to further the objects of the Association and for no other purpose.
- (ii) The Treasurer shall keep proper accounts of the finances of the Association.
- (iii) The accounts shall be audited at least once a year by the auditor appointed at the Annual General Meeting, but if the members present decide that no auditor shall be appointed then the requirement to have the accounts audited shall not apply.
- (iv) A statement of the accounts for the last financial year shall be submitted by the Management Committee to the Annual General Meeting, and if an auditor was appointed at the preceding Annual General Meeting then those accounts are required to be audited before presentation.

9. ALTERATIONS TO THE CONSTITUTION

Any alteration to this constitution shall require the assent of no less than two thirds of the Association present and voting at a General or Extraordinary Meeting,

provided that notice of such an alteration proposed by any member (as opposed to the Management Committee) shall be received by the secretary in writing no less than 21 clear days before the meeting at which the alteration is to be proposed. Notice in writing of such a change, setting forth the terms of the alteration shall be sent by the secretary to each member of the Association.

10. DISSOLUTION

If the Association is wound up any assets will be transferred to some other body or bodies whose objects are altogether or in part similar to the objects of the Association.