

CONSTITUTION

DEVTRACO COURTS RESIDENTS
ASSOCIATION (DEVCRAS)

PREAMBLE

We the residents (homeowners and tenants alike) of the Devtraco Courts (City of Hope), Community 25 in Tema, desirous of maintaining peace, fellowship, harmony, security and a high level of sanitation within the estate and anxious to ensure alertness to our civic and national responsibilities do on this day, Sunday, the 14th day of June, 2009 in the year of our Lord promulgate and adopt this constitution for the administration of the Residents Association.

The Association shall operate as a Company Limited by Guarantee in accordance with the Companies Act, 2019 (Act 992) of Ghana and shall exercise all powers conferred under the law to protect the collective interests of its members.

The first amended constitution was adopted on the 20th day of October, 2013.

The second amended constitution was adopted on the 4th day of December, 2016.

The third amended constitution was adopted on the 28th day of March, 2026.

ARTICLE 1: NAME OF THE ASSOCIATION

The Association shall be known and called Devtraco Courts Residents Association, Devtraco Courts, (City of Hope), Community 25, Tema, herein referred to as the “Association” or “DEVCRAS”.

ARTICLE 2: OBJECTIVES

DEVCRAS shall engage with Devtraco Limited to:

2.1 Ensure a high degree of sanitation within the Estates

2.2 Promote infrastructural development of the Estates including provision of social amenities among others

- 2.3 Promote excellent management of facilities including and not limited to streetlights, pavements, street maintenance, waste management services in the Estates
- 2.4 Promote the protection and security of life and property in the Estates
- 2.5 Promote peace, harmony and fellowship among residents, without prejudice to sex, class, race, nationality, or religion.
- 2.6 Co-operate with other relevant groups, institutions, or associations to enhance the quality of life within the Estate in particular, Ningo-Prampram District and in the country as a whole.
- 2.7 To exercise oversight over estate management companies engaged to manage the estate.**
- 2.8 To enforce accountability of the Developer in respect of infrastructure and service delivery obligations**
- 2.9 To enter into, review, and terminate contracts relating to estate management and service provision**
- 2.10 To take legal action where necessary in the interest of the Association**

ARTICLE 3: MEMBERSHIP

- 3.1 Membership of the Association is open to all residents (owners and tenants alike) of all clusters available in Devtraco Courts. A resident becomes a member of the Association upon taking up residence in the Estates.
- 3.2 A household shall be represented by its residents at all General and Cluster Meetings.
- 3.3 Each household shall have a constitution booklet bearing the name (s) and house number of the household.

ARTICLE 4: GOVERNING COUNCIL

- 4.1 There shall be a Governing Council of the Association **comprising of a minimum of two (2) and a maximum of three (3) representatives from each of all the clusters within the Estates, depending on the cluster size.**

4.2 The Governing Council shall have an Executive Committee comprising:

- i. President
- ii. Vice President
- iii. Organising Secretary
- iv. Assistant Organising Secretary
- v. Treasurer

All members of the Executive Committee shall be elected from the Governing Council by a simple majority and shall therefore derive their mandate from the Governing Council.

The welfare committee shall be formed from the Governing council

4.3 **Each Governing Council member shall serve for a three-year term.**

4.4 No Governing Council member may be re-elected for more than two terms in succession.

4.5 **The Governing Council shall serve as the supreme policy and oversight body for all estate development activities.**

4.6 The Governing Council shall have authority to make binding decisions on; **Estate management, Engagement and termination of service providers, Legal and regulatory actions, financial commitments subject to approval thresholds on behalf of all residents.**

ARTICLE 5: DUTIES OF THE GOVERNING COUNCIL

5.1 The Governing Council shall be responsible for engaging with Devtraco Limited on issues of:

- i. Formulation and review of Warranty Policies
- ii. Review and or revision of Leaseholds
- iii. Facility Management
- iv. Fixing and reviewing/revising Estate Management Fees
- v. Construction nuisance
- vi. Arbitration
- vii. Negotiation of Third-Party service engagements and agreements

The Governing Council shall:

- Exercise **oversight responsibility over the Estate Management Company (EMC)**
- Approve Service Level Agreements (SLAs) and Key Performance Indicators (KPIs)
- Conduct periodic performance reviews of the EMC
- Enforce compliance with contractual obligations
- Ensure the Developer fulfills infrastructure obligations

Where the Estate Management Company fails to perform, the Governing Council shall have the power to:

- Issue formal notices of breach
- Impose sanctions where applicable
- Recommend termination to the General Meeting
- Appoint an interim management structure

The Governing Council shall monitor and enforce the Developer's obligations regarding:

- Roads, drainage, water, lighting
- Security infrastructure

- Common area development and handover

5.2 Appointment

EMC shall be appointed by the Association upon recommendation of the Governing Council and approval at a General Meeting.

Performance Management

EMC shall operate under a formal contract with defined KPIs and reporting obligations.

Reporting

EMC shall submit monthly and quarterly performance reports to the Governing Council.

Termination

The Governing Council shall terminate the EMC for:

- Non-performance
- Breach of contract
- Failure to meet agreed standards

Transition

- The Governing Council may establish a Transition Committee to oversee change of management.

5.3 The GOVERNING COUNCIL SHALL:

- i. Serve as a liaison between residents and all external bodies.
- ii. Present to the Association at an Annual General Meeting (AGM), an Annual Report, Budget and programme of activities aimed at achieving the objectives of the Association.
- iii. Appoint a committee (s) in consultation with the general membership for any purpose deemed fit or to address an issue(s) arising from any matter.

ARTICLE 6: DUTIES OF EXECUTIVE COMMITTEE

6.1 The Executive Committee shall be responsible for the administration of the Association.

PRESIDENT:

6.2 The President shall:

i. Be the Spokesperson of the Association

ii. Preside over all meetings (Executive Committee, General Council, General and Annual

General Meetings) of the Association

iii. Ensure that the Executive Committee functions coherently and effectively

VICE PRESEIDENT:

6.3 The Vice President shall:

i. Assist the President in the discharge of his/her duties and deputise in his/her absence, with the exception of Article 11.4

ii. Perform any other functions referred to him/her by the President.

ORGANISING SECRETARY:

6.4 The Organising Secretary shall:

i. Convene all meetings of the Association

ii. Convene all meetings of the Governing Council

iii. Convene all meetings of the Executive
Committee

iv. Keep a true and accurate record of proceedings of all meetings and take charge of the Association's correspondence

TREASURER

6.5 The Treasurer shall:

- i. Be responsible for all financial transactions of the Association including the receipt of monies belonging to the Association and payment of expenses incurred by the Association.
- ii. Keep receipt books and records in respect of all payments made by him/her
- iii. Deposit all monies received for and on behalf of the Association into the Association's bank accounts
- iv. Keep a reasonable accountable imprest as determined by the Governing Council
- v. Render annual financial reports
- vi. Send reminders to defaulters
- vii. Serve as Chairman of the Welfare Management Committee

ARTICLE 7: DUTIES OF CLUSTER REPRESENTATIVES AT THE CLUSTER LEVEL

At each Cluster, the three (3) representatives shall be responsible for:

- i. Hosting meetings of the Governing Council in turns per cluster
- ii. Convening cluster meetings to brief cluster residents on Council deliberations
- iii. Submitting cluster meeting reports to the Governing Council
- iv. Putting out notices of any form inviting cluster residents to cluster meetings
- v. **Ensure that the Estate Management Company and Developer discharge all obligations and report failures to the Governing Council for enforcement action.**
- vi. Ensuring that all infringements of regulations by residents are addressed and where necessary reported to the Governing Council for further action
- vii. Sending reminders to clusters for General Meetings, Annual General Meetings and any other gatherings of the Association

- viii. Engaging with Devtraco Limited Estate Management Department on issues of concern to the cluster

ARTICLE 8: MEETINGS

The meetings of the Association shall be held physically or virtually;

- 8.1 **EXECUTIVE COMMITTEE MEETINGS:** The Executive Committee shall meet as and when necessary.
- 8.2 **GOVERNING COUNCIL MEETINGS:** **The Governing Council shall meet at once every month on the last Sunday of the month following Cluster meetings.**
- 8.3 **GENERAL MEETINGS:** **General Meetings shall be held every quarter (April & July & September & December). At least one of the General Meetings shall be an AGM**
- 8.4 Duration of Executive/Governing Council meetings and General Meetings shall not be more than two (2) hours. That of the AGM shall not exceed (3) hours.
- 8.5 The AGM of members shall have the power to amend the constitution and bye-laws of the Association

ARTICLES 9: EMERGENCY MEETINGS

- 9.1 Emergency meetings shall be held as and when necessary. For the avoidance of doubt, any Emergency General Council meeting shall be held at the request of at least five (5) members
- 9.2 An emergency General Meeting shall be called at the request of at least twenty (20) households.
- 9.3 Cluster residents can call an emergency cluster meeting
- 9.4 For all Emergency Meetings, members shall subscribe their names and signatures to a written request, stating the business to be considered. At such meetings, no other business shall be considered and the request shall be complied with within ten days of receipt of request.

ARTICLE 10: QUORUM

10.1 A quorum for a Governing Council Meeting shall consist of at least one (1) member from each cluster or 50% of members present.

10.2 A quorum for a General or Emergency Meeting shall consist of not less than twenty- one (21) households.

10.3 Failure to obtain a quorum after a reasonable time, the meeting shall be rescheduled.

ARTICLE 11: WELFARE MANAGEMENT COMMITTEE

11.1 There shall be a Welfare Management Committee comprising of the Treasurer as chairman and the welfare committee from the Governing Council. The Committee may meet on ad hoc basis and co-opt non-Governing Council members with relevant skills or expertise as required for a given assignment

11.2 The Committee shall draw up a welfare package of benefits and beneficiaries in respect of marriage, birth, death etc. for approval by the Council who in turn shall submit it to the general meeting for adoption

11.3 Events should be communicated in writing to the Committee by the affected member.

11.4 The Committee shall in consultation with the Governing Council be responsible for the implementation of all welfare programmes

11.5 The term of office of the Welfare Management Committee shall be the same as the Governing Council

ARTICLE 12: AUDIT COMMITTEE

12.1 A three (3) member non-Governing Council Committee shall be constituted each year at an AGM to examine the Association's accounts, appoint auditors and present a report to members at a subsequent AGM.

12.2 Members of the committee may qualify for reappointment upon a satisfactory presentation of the Audit Report.

ARTICLE 13: RESIGNATION AND REMOVAL FROM OFFICE

13.1 Any Governing Council member wishing to resign his/her position shall give a two month notice in writing to the cluster copied to the Governing Council. He/she shall submit an up-to-date report and records of materials, monies etc. held by him/her to the Council.

13.2 The entire Governing Council members may be removed from office upon the removal of all three (3) cluster representatives by each cluster.

13.3 In the case of the entire Governing Council members being removed from office, a team of advisors comprising at least one (1) representative from each cluster shall run the Association in a caretaker position until a new Governing Council is constituted.

13.4 A cluster representative may be removed from office at a cluster meeting where a vote of no confidence is passed.

13.5 A Governing Council member(s) facing impeachment proceedings shall have the right to be given a fair hearing by a committee established by the team of advisors

13.6 **A Governing council member shall be removed from office for Misconduct, Conflict of Interest and Non-Performance**

ARTICLE 14: FINANCE

14.1 Funds of the Association shall be from monthly dues, special levies, and occasional donations.

14.2 Monthly dues are subject to review as and when decided and agreed by membership of the entire Estate at a General Meeting.

14.3 The funds so generated in 14.1 shall be used in running the Association and its welfare programmes that are acceptable to members.

14.4 The Association shall operate bank accounts with a recognized bank or banks decided on by the Association.

14.5 **There shall be a mandatory Annual Independent or external Audit**

14.6 Annual Budget of the Association must be approved at the Annual General Meeting (AGM)

14.7 Financial reports must be circulated annually to all members

14.8 Signatories to the account shall be the President and the Treasurer always signing jointly at a given time. The Vice President and Executive secretary shall be designated by the Principal signatories to sign on their behalf for transactions, in case of their absence.

This instruction must be given in writing.

Group A	Group B
President	Vice President
Treasurer	Executive secretary

ARTICLE 15: SPECIAL RESOLUTIONS(NEW)

A Special Resolution shall be required for:

- Removal of Estate Management Company
- Legal action against Developer
- Constitutional amendments
- Major financial commitments

The Governing Council shall have the power on behalf of the residents to pass key resolutions for any of the above circumstances and ratify with residents thereafter.

ARTICLE 16: HARMONIOUS RELATIONS

All members are encouraged to accept, respect and uphold the provisions of this Constitution and adhere to the general rules and regulations of Devtraco Limited and DEVCRAS in order to promote harmonious and cordial relations with neighbours.

ARTICLE 17: DISPUTE RESOLUTION(NEW)

All disputes shall first be resolved through internal mediation, failing which arbitration shall apply before litigation.

ARTICLE 18: INDEMNITY(NEW)

Members of the Governing Council shall not be personally liable for actions taken in good faith in the execution of their duties.

ARTICLE 19: MISCELLANY

Decisions of the Governing Council shall be subject to ratification at the next General Meeting where they materially affect members.

ARTICLE 20: AMENDMENTS

- 17.1 Any provision of this constitution and Bye-laws may be amended at an AGM by a two thirds majority vote of paid-up members present and voting
- 17.2 For the avoidance of doubt, the part(s) of the provision(s) of the Constitution to be amended should have been presented in writing to the Governing Council at least one month before the AGM stating clear reasons and the sole purpose of the amendment.

ARTICLE 21: INTERPRETATION

- 18.1 The interpretation of any part of this Constitution shall be as agreed by the General Meeting.

ARTICLE 22: MEMBERSHIP DUES

- 19.1 Monthly dues per household is GHC 5.00 and shall be reviewed on an annual basis in line with the estate management fees in consultation with all key stakeholders

ARTICLE 20: NON-PAYING PORTFOLIO

20.1 No member of the Governing Council/Executive shall receive any remuneration whatsoever