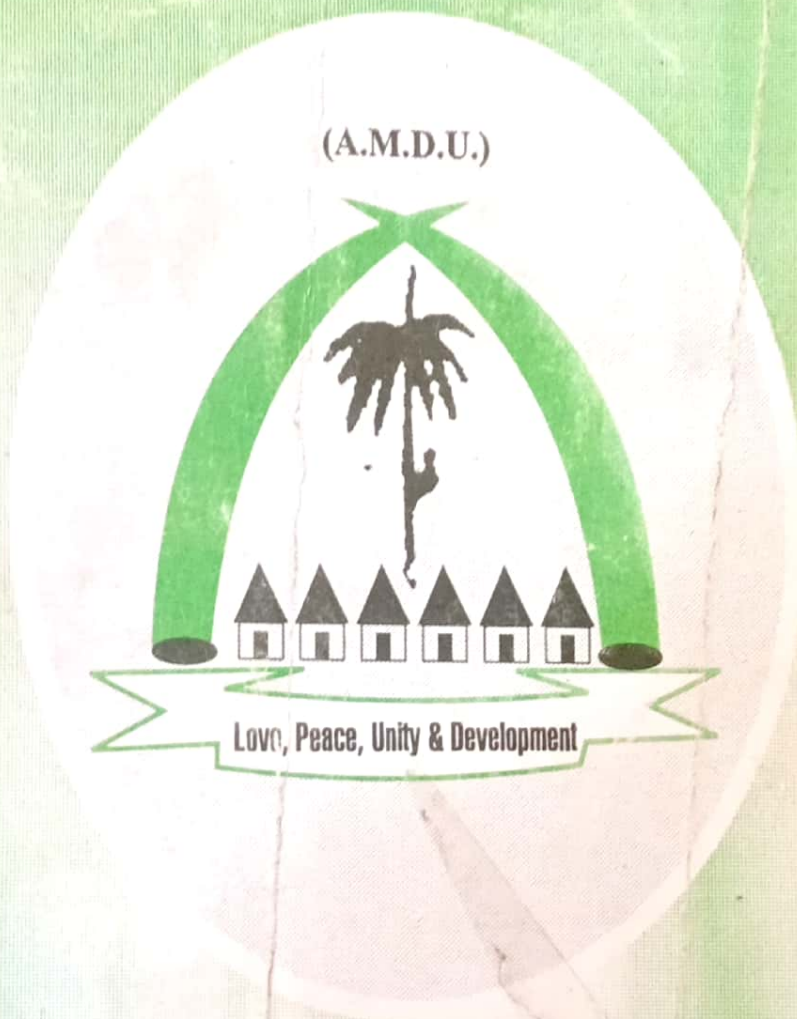


THE CONSTITUTION OF AMATA MGBOWO DEVELOPMENT UNION



2013

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**THE CONSTITUTION
OF
AMATA MGBOWO
DEVELOPMENT UNION
(A.M.D.U.)**

2013

Preamble

We, the indigenes of Amata Village of Mgbowo Community, broadly comprising six ancestral families (*Ikwulibe I'eshii*), as set out hereunder:

1. Uhuene and Amegu
2. Umuaguma
3. Umude
4. Umuohuu
5. Umuonwe Egwu, and
6. Umuonwe Joku

Conscious of our collective heritage as a people; desirous of fostering unity, peace and progress; in furtherance of the need for continuous harmony, equality, equity, justice and other social ethics, which culture, norms and tradition bestowed on us as citizens of Mgbowo and, which we individually and collectively hold sacred, hereby agree to promulgate and give ourselves this Constitution.

ARTICLE 1: Name of the Union

The name of the Union shall be Amata Mgbowo Development Union (AMDU).

ARTICLE 2: Motto

The motto of the Union shall be "LOVE, PEACE,

UNITY and DEVELOPMENT.”

ARTICLE 3: Logo

The logo of the Union shall consist of two elephant tusks crossed at the top and enclosing a palm tree in the middle and six huts forming the base. The elephant tusks symbolize *strength*; the palm tree signifies the traditional occupation of Mgbowo, while the six huts represent the six component families (*Ikwulibe L'eshii*) of Amata Community. All shall rest on a wreath bearing the motto of the union.

ARTICLE 4: Aims and Objectives

The Aims and Objectives of the Union shall be, *inter alia*:

- I. To bring together all adult males of Amata Mgbowo for the purpose of achieving a cohesive force for her social well-being, economic empowerment, physical development, group discipline, projection and protection of her prime position in Mgbowo Community;
- ii. To mobilize the elders and youths of the village, for meaningful socio-economic and infrastructural development;

- iii. To foster better understanding, shared values and orientation towards harnessing the abundant talents and resources of the people for the overall good of the community;
- iv. To engender and foster the spirit of unity, love and mutual understanding amongst members and within the entire community;
- v. To protect and promote our common cultural and traditional heritage within the emerging social order, while doing away with practices that have become repugnant to natural justice, equity and good conscience;
- vi. To initiate and execute self-help projects that will have positive multiplier effects on the life and well-being of our people; organize cooperative endeavours and promote self-reliance in members and the entire community;
- vii. To maintain the sanctity and security of life and property in Amata and defend its territorial boundaries as inherited from our ancestors;

- viii. To cooperate with one another for the realization of common goals, and encourage members to speak with one voice on issues of common interest.

ARTICLE 5: Membership

Membership of the Union is open to, and compulsory for, all adult males of the village. However, such persons must first belong to their family meetings as financial members.

Each of the six component families in Amata shall strictly maintain a register of male children born into the family as a reservoir of future members of the Union.

ARTICLE 6: Secretariat

The secretariat of the Union shall situate at the Co-operative Hall, Ogbeta, Amata Mgbowo.

ARTICLE 7: Meetings

- I. The General Meeting of the Union shall hold on the *Nkwo* Sunday of every month. However, this is without prejudice to the decision of the Executive Committee of the Union to convene emergency general meetings as the need may arise from time

to time.

- ii. A Delegates Conference of all branches of the Union in Nigeria shall hold once every year, probably in December, on a date and time to be determined by the Union.

ARTICLE 8: Officers of the Union

The Union shall have the following officers, who shall form its Executive Committee:

- A. The Mayor
- B. The Deputy Mayor
- C. The Secretary
- D. The Assistant Secretary
- E. The Treasurer
- F. The Financial Secretary
- G. The Social Secretary
- H. The Publicity Secretary /PRO
- I. Two Provosts
- J. The Auditors(s) (By Appointment)
- K. The Patron(s)
- L. The Legal Adviser

Elections into the above offices shall be by an electoral collage, consisting of one hundred and twenty (120) delegates, representing the six (6) component families in Amata Community. Each

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family shall be represented by twenty (20) delegates. Voting at elections shall be by the raise of hands or by delegates queuing behind the candidates of their choice.

To foster harmony, equity and balance, the key offices shall, as much as possible, reflect the six-family structure of the community. That is to say, that if the Mayor of the Union is elected from one family unit, neither the Secretary, nor the Treasurer, nor the Financial Secretary shall come from the same family unit, except where exigency so dictates.

ARTICLE 9: Functions and Powers of Officers

(A) The Mayor

- i. He shall preside at all meetings of the Union, including Executive Committee meetings, except at meetings of sub-committees or special adhoc committees as may be appointed from time to time.
- ii. At the Union's meetings, resolutions or decisions, as much possible, shall be by consensus or predicated on the preponderance of views as canvassed by members but, in the event of any

disagreement on any issue, the Mayor may call for a division, after which the simple majority shall carry the vote.

- iii. He shall be responsible for the coordination and implementation of the Union's policies and programmes.
- iv. He shall prepare the agenda of the Union's meetings, in conjunction with the Executive Committee members.
- v. He shall summon all meetings of the Union, including emergency general meetings and Executive Committee meetings, whenever the need arises.
- vi. He shall represent the Union, as and when occasion demands, and act as its spokesman on such occasions. When necessary, he shall be accompanied by some other members, as may be decided by the Executive Committee, with the approval of the Union.
- vii. He shall co-sign all minutes of the Union's meetings and other official documents

(where necessary), including all agreements as approved by the Union. In addition, he shall serve as *principal signatory* to the Union's account.

- viii. He shall present an Annual Progress Report on the activities of the Union at the first general meeting of each year.
- ix. He shall have a casting vote on any issue, in the event of a tie.
- x. He shall perform such other functions as may be in the interest of the Union or as may be requested by the General Meeting.
- xi. In the event of his leaving office, he shall surrender all property of the Union in his possession to the Deputy Mayor.

(B) The Deputy Mayor

He shall act as Mayor, and preside at all meetings of the Union in the absence of the substantive Mayor;

- i. He shall perform all other functions which the Mayor, due to mental or physical

incapacity, absence from the meeting or any other reason whatsoever, is unable to perform;

- ii. He shall perform such other duties as may be required of him by the General Meeting, the Executive Committee or the Mayor;
- iii. He shall assume the position of the Mayor, if the substantive Mayor is unable to perform as a result of
(B ii) above or has been removed from office;
- iv. In the event of his leaving office, he shall surrender all property of the Union in his possession to the Mayor.

(C) The Secretary

- I. He shall be in charge of the Union's Secretariat and general administration;
- ii. He shall attend all meetings, take minutes and cause same to be properly preserved for the future;
- iii. He shall prepare, in advance, for circulation

to members or appropriate quarters, all notices of activities and resolutions of the Union.

- iv. He shall in the interest of the Union, compile and maintain a comprehensive list of all current members of the Union and their cell phone numbers for easy reference or contact, whenever the need arises;
- v. He shall purchase and keep custody of all stationery of the Union, including minute books and other relevant documents associated with the Union;
- vi. He shall perform all other functions as may be assigned to him by the Mayor or the Union;
- vii. He shall, in the event of leaving office, hand over all records and property of the Union in his possession to the Mayor, not later than one week (1 week) of vacating office.

(D) The Assistant Secretary

- i. The Assistant Secretary shall assist the

Secretary in the performance of his duties and act in place of the Secretary in the latter's absence;

ii. He shall perform all other functions as may be assigned to him by the Mayor, the Secretary, the Executive Committee or the Union.

iii. In the event of his leaving office, he shall surrender all property of the Union in his possession to the Mayor.

(E) The Treasurer

i. He shall receive all monies of the Union from the Financial Secretary and issue receipts for same;

ii. He shall keep an accurate account of all monies so received or disbursed i.e. all income and expenditure;

iii. He shall pay all monies received into the Union's bank account within 48hours (2days) of receipt of such monies and submit the evidence of payment to the

Financial Secretary for safe-keeping and record purposes;

- iv. He shall present the Union's bank passbook or *teller* for scrutiny by its auditors, whenever required to do so;
- v. He shall act as *alternate signatory* to the Union's accounts and in all cash withdrawals;
- vi. He shall keep, as *imprest account*, a sum of money not exceeding ₦10,000.00 (Ten Thousand Naira) for emergencies and account for its usage to the Union;
- vii. He shall invest the monies of the Union in such securities as may be recommended by the Executive Committee and approved by the Union;
- viii. He shall perform all other functions as may be assigned to him by the Union, from time to time;
- ix. In the event of his leaving office, he shall

surrender all property of the Union in his possession to the Mayor.

(F) The Financial Secretary

- I. He shall receive or collect all monies on behalf of the Union and remit same immediately to the Treasurer and demand receipt;
- ii. He shall keep records of all monies so collected or received and present same on demand to the Union or its auditors;
- iii. He shall prepare and keep a comprehensive statement of account of the year for presentation to the Union at the first meeting of the new year;
- iv. "*All monies*" here means and includes all dues, fines, levies, penalties, donations, subscriptions and any other money whatsoever coming into the purse of the Union. He shall submit same to the Treasurer who shall endorse his book;
- v. He shall promptly issue official receipt for

any monies collected or received by him on behalf of the Union;

- vi. He shall carry out other functions as may be directed by the Mayor, the Executive Committee or the Union;
- vii. He shall act as *alternate signatory* to the Union's accounts and in all cash transactions;
- viii. In the event of his leaving office, he shall surrender all property of the Union in his possession to the Mayor.

(G) The Social Secretary

- i. He shall chair all committees set up by the Union for all social activities, such as entertainment at meetings and other social functions involving the Union;
- ii. He shall account for, to the Union, all monies released to him in respect of any function;
- iii. He shall perform all other functions as may

be assigned to him by the Mayor, the Executive Committee or the Union;

- iv. In the event of his leaving office, he shall surrender all property of the Union in his possession to the Mayor.

(H) The Publicity Secretary/P.R.O

- i. He shall ensure adequate and prompt publicity of the activities of the Union as may be directed by the Mayor;
- ii. He shall present a good and progressive image of the Union to the public at all times;
- iii. He shall account for, to the Union, all monies released to him for the performance of his functions;
- iv. He shall issue releases or statements on matters of general interest to the Union and the public, after due consultation with the Mayor, the Executive Committee or the Union;
- v. He shall carry out other functions as may

be assigned to him by the Mayor, the Executive Committee or the Union;

- vi. In the event of leaving office, he shall surrender all property of the Union in his possession to the Mayor.

(I) The Auditors

There shall not be less than three auditors appointed by the Executive Committee with the approval of the Union.

- i. The auditors shall examine all accounts of the Union annually, or on any other occasions as the Union may direct, and submit a written report to the Union;
- ii. They shall carry out other functions as may be assigned to them by the Mayor, the Executive Committee or the Union;
- iii. In the event of their leaving office, the auditors shall surrender to the Mayor, all Union's property in their possession.

(J) The Provosts

There shall be, at least, two provosts for the Union at each point in time.

- i. The provosts shall maintain and sustain order, discipline and decorum at meetings and in other functions of the Union;
- ii. They shall take record of late comers, noisemakers and others causing disturbance at meetings or other functions of the Union, collect relevant fines and submit same to the Financial Secretary;
- iii. They shall ensure that the venue of meetings is properly arranged and adequate logistics provided;
- iv. They shall oversee the sharing of all entertainment items during meetings and other social functions;
- v. They shall ensure that the bell for meetings is sounded at the appropriate time;
- vi. As may be directed by the Social Secretary,

they shall take custody of all leftover items of entertainment after meetings and other functions and account for same when requested to do so;

- vii. Where necessary, they shall keep physical custody of empties, canopies, chairs etc. used at the Union's functions;
- viii. They shall carry out other functions as may be assigned to them by the Mayor, the Executive Committee or the Union, from time to time;
- iv. In the event of leaving office, they shall surrender to the Mayor, all property of the Union in their possession.

(K) The Patrons

There shall be, at least, two patrons appointed for the Union by the Executive Committee, with the approval of the Union. The patrons must be elders of proven integrity, high moral standard and social respect in the Community.

- I. The patrons shall function as fathers of the Union;

- ii. They shall advise the Union, from time to time, on pressing communal matters;
- iii. They shall be consulted by the Mayor or the Executive Committee of the Union whenever necessary.

(L) Legal Adviser

- I. As his designation implies, the Legal Adviser shall advise and guide the Mayor, the Executive Committee or the Union on all legal matters.
- ii. Also, he shall handle all cases involving the Union in or outside the court.
- iii. He shall be duly consulted on all legal matters involving the Union;
- iv. In the event of leaving office, he shall surrender all property of the Union in his possession to the Mayor.

ARTICLE 10: Tenure of Office

- I. Elected officers or members of the Executive Committee of the Union shall hold office for an initial period of two years. However, such officers shall be eligible for re-election for another single term of two

years only, subject to good performance in the first term. That is to say, that except in an emergency, no officer of the Union shall hold office for more than two terms or four successive years;

- ii. In the event of expiration of the tenure of the serving officers of the Union, after two or four years, as the case may be, the Executive Committee shall stand dissolved and a fresh election conducted to fill the vacant positions;
- iii. If, for any reason whatsoever, the election cannot be conducted immediately; the Union shall constitute a Caretaker Committee of not more than six members, one member representing each of the six component families in the village. The Committee shall oversee the affairs of the Union and conduct a fresh election within a period not exceeding three months.
- iv. During the period, the Caretaker Committee shall have and exercise all powers of an elected Executive of the Union, except as pertains to the operation of the Union's bank account and allocation or sale of Amata Community lands.

- v. A member of the Executive Committee of the Union may be dismissed by the General Meeting of the Union, if found guilty of a serious misconduct detrimental to the interest of the Community and unbecoming of his position as an officer of the Union. Such a person shall be barred from holding any further office for at least ten years. The vacancy created by his dismissal shall be filled immediately in a bye-election.
- vi. Where a serving Executive Committee of the Union is found wanting as a result of an act or acts detrimental to the interest of the Union or Amata Community and, therefore, unbecoming of their Oath of Office, the Union shall pass a vote of no confidence on them, and they shall stand removed from office with immediate effect. In the event of such a situation, a Caretaker Committee shall be constituted immediately as stated in Article 10 (ii) above.
- vii. The Union shall have zero tolerance for sit-tight leadership. Consequently, no Executive Mayor or Committee shall be allowed to attempt to perpetuate himself or themselves in office. Therefore, tenure

elongation in any form shall be regarded as a serious act of misconduct and treated as stated in Article 10 (vi) above.

ARTICLE 11: Finance

The Union's funds shall consist of all incomes accruing to it from legitimate sources, and must be managed in line with the aims and objectives of the Union. All incomes and expenditures of the Union shall be receipted.

I. Income

The income of the Union shall consist of monies derived from the following sources:

- a. Levies;
- b. Donations from sons, daughters and friends of the community;
- c. Proceeds from Amata Community lands;
- d. Recovery of Debts;
- e. Fines etc.

The Union shall open and maintain a Savings Account with Diamond Bank PLC or Zenith Bank PLC, whichever is more convenient

The financial Secretary shall keep books/documents connected with the account, such as passbook/teller or deposit slip, receipts and cash books.

II. Expenditure

- a) Any expenditure exceeding ₦20,000.00 (Twenty Thousand Naira) shall be approved by the Union.
- b) However, the Executive Committee may approve any expenditure not exceeding ₦20,000.00 (Twenty Thousand Naira).
- c) In the event of the Mayor incurring necessary expenditure on behalf of the community, in an emergency, he shall report it at the immediate next meeting of the Union for approval and reimbursement.
- d) All expenditures must be properly covered with receipts. However, where it is impossible to do so, the Union may accept an *honour certificate* in lieu.
- e) The Mayor shall be the *principal signatory* to the Union's accounts, while the Treasurer and Financial Secretary shall act as *alternate signatories*.

III. Mismanagement and Misappropriation of Union Funds

All funds accruing to the Union are strictly communal income. Therefore, they are

exclusively meant for the service of the community and not for personal or individual appropriation.

This is to say that, any proven case of mismanagement or misappropriation of such funds must be viewed seriously and treated with the urgency and seriousness it deserves in order to forestall future occurrence.

- a) Any member of the Executive Committee of the Union found guilty of misappropriation of the Union's funds shall lose his position immediately. In addition, he shall refund the money so misappropriated within a period not more than three months (3 months) from the day of proof.
- b) Any member of the Union found guilty of misappropriating the Union's funds shall refund the money so misappropriated within 3 months from the day of proof. In addition, the person shall never again be entrusted with the Union's money for any reason whatsoever.
- c) To deter members of the Union from misappropriating or mismanaging the Union's funds, any member entrusted with such funds shall account for it immediately after usage.

IV. Recovery of Debts Owed to the Union

Debts owed to the Union could come from

default in payments such as levies, fines, pledges and sale of property belonging to the Union or the Community.

- a) The Financial Secretary shall compile and maintain a comprehensive list of the Union's debtors and make same available to the Union on demand for easy recovery of such debts.
- b) The Union shall apply appropriate and lawful means to recover any debts owed to it by members, families or outsiders.
- c) The Executive Committee of the Union shall constitute a six-man Adhoc Committee on Debt Recovery, to recover all debts owed to the Union, whenever the need arises.
- d) All proceeds from the recovered debts shall be remitted immediately to the Union's accounts through the Financial Secretary who shall issue receipts to the payers.

ARTICLE 12 : Discipline and Proper Behaviour

The Union recognizes the importance of discipline and proper behaviour in interpersonal relationships for the realization of community objectives of love, peace, unity, security and development. Therefore, the Union and Amata Community in general shall not only monitor the social behaviour of every

inhabitant of the community, but also impose severe sanctions for any act of indiscipline or crime involving any indigene or resident of the Community.

Consequently :

- a) All meetings of the Union, general, adhoc, emergency or committee shall be conducted in a most disciplined, cordial and peaceful atmosphere. All members present at such meetings must conduct themselves responsibly by obeying constituted authority. The Mayor and the Provost shall have the final say on matters of discipline during meetings. Anyone who behaves inappropriately at the Union's meetings shall be guilty of indiscipline and shall immediately be required to leave the meeting hall and to pay a fine of ₦1,000.00 (One Thousand Naira).
- b) The use and abuse of Indian hemp is largely responsible for the increasing incidence of indiscipline and crime in many communities. Any citizen or resident who cultivates, sells, uses or transfers the commodity within Amata Community shall be guilty of gross misconduct and regarded as enemy of the community, and shall be liable to a fine of ₦20,000.00 (Twenty Thousand Naira) in the

first instance, in addition to handing him over to the police for further action. Any further violation of this rule shall attract severer sanctions such as ₦50,000.00 (Fifty Thousand Naira) for an indigene and expulsion for a non-indigene;

- c) Anyone found guilty of abuse or excessive consumption of alcohol leading to improper behavior behaviour in Amata Community shall be guilty of indiscipline and, therefore, shall be liable to a fine of ₦ 10,000.00 (Ten Thousand Naira);
- d) The Union regards life as sacrosanct, and threat to life, verbal or physical, as an actionable offence. Therefore, anyone who threatens the life of another in Amata Community shall be liable to a fine of ₦10,000.00 (Ten Thousand Naira) and shall be handed over to the police at the discretion of the Union.
- e) The Union prohibits all acts of robbery, stealing, pilfering, conspiracy and obtaining by false pretence (419). Therefore, anyone found guilty of any of these acts shall be liable to a fine of ₦10,000.00 (Ten Thousand Naira) and shall be handed over to the police for further action;

- f) Anyone who harbours or protects a thief or persons of questionable character or receives or buys stolen property shall be guilty of an offence and liable to a fine of ₦10,000.00 (Ten Thousand Naira) and shall be handed over to the police for further action;
- g) Any citizen who invites the police in a civil matter that, ordinarily, should be settled within the community shall be guilty of an offence and liable to a fine of ₦5,000.00 (Five Thousand Naira);
- h) Anyone who involves a non-citizen of Amata Community in matters concerning Ogbeta lands shall be guilty of an offence and liable to a fine of ₦5,000.00 (Five Thousand Naira);
- I) Any citizen of the community who invokes an idol (*erushi*) on another citizen shall be guilty of an offence and liable to a fine of ₦5,000.00 (Five Thousand Naira) in addition to appeasing the invoked idol;
- j) Anyone who makes a public announcement likely to cause a breach of the peace without clearance from the Mayor of the Union shall be guilty of an offence and liable to a fine of ₦2,000.00 (Two Thousand Naira);

- k) Anyone who fails to participate in communal labour, publicly announced or directed by the Union, shall be guilty of an offence and liable to a fine of ₦ 1,000.00 (One Thousand Naira). The Union shall have one third of all monies collected as fines under this clause, while the persons who actually collected the fines shall keep the balance of two thirds;
- l) Anyone who raises a false alarm, especially on security matters, shall be guilty of an offence and liable to a fine of ₦ 10,000.00 (Ten Thousand Naira);
- m) Any persons or parties that indulge in fighting or dispute over Ogbeta lands, shall be guilty of an offence and liable to a fine of ₦ 10,000.00 (Ten Thousand Naira);
- n) The natural and recognized boundary of Amata Community to the North is *Omor River*: Any citizen or resident of the community who crosses the River for any economic activity whatsoever shall be guilty of a serious offence and liable to a fine of ₦20,000.00 (Twenty Thousand Naira). In addition, the trespasser shall be banned from entry into Ogbeta farmlands for a period not less than two years;

- o) Anyone who fells or cuts down an economic tree, such as iroko, oil bean (*akpaka*), breadfruit (*ukwa*) *Uchakuru*, *uturukpe*, oil palm trees, *ube* and *ashi* trees etc. in Ogbeta farmlands (*azu-egu*) without permission of the Union shall be guilty of an offence and liable to a fine of ₦50,000.00 (Fifty Thousand Naira). In addition, he or she shall forfeit the felled tree to the Union;
- p) Any person accused of abomination shall respond to public announcement on the issue, summoning him or her to *Obodo Okegu* (*obodo ashila*). The same order applies to the complainant. On the appointed day, both parties must report at the venue for communal deliberation on the matter. The accused and the complainant shall appear at the venue with a sum of ₦4,000.00 (Four Thousand Naira) to be used for refreshment by everyone present. Failure to appear at the venue on the appointed day and time shall attract a fine of ₦5,000.00 (Five Thousand Naira) and any decisions or resolutions made or reached on such occasions shall be binding on all parties concerned.

ARTICLE 13: Rights and Privileges

Amata Community subscribes to the global concept

of fundamental human rights and freedoms; and respects the inalienable rights of its citizens to the basic freedoms of speech, association, occupation etc. as enshrined in the *Constitution of the Federal Republic of Nigeria, 1999*, as amended. In addition, she recognizes that her citizens have, and are entitled to, certain privileges. Consequently:

- a. In the event of the death of a serving or retired Mayor of the Union, Amata Community shall, in conjunction with the deceased's family, give him a befitting burial.
- b. The Union shall contribute to the burial of any illustrious son or daughter of the community who, in his or her life time, made an outstanding contribution to the development or progress of the community. The nature of the Union's contribution shall be determined by the Executive Committee of the Union.
- c. The Union shall carter for any person or persons who suffers or suffer serious inconvenience such as arrest, detention, etc on behalf of Amata Community.
- d. Every Amata citizen shall be his brother's keeper. That is to say, those citizens of the community residing in or outside Nigeria shall have a duty to protect, or intervene on behalf of, fellow citizen in any form of

trouble.

- e. Every citizen of the community is entitled to a residential plot at Ogbeta Layout provided that he or she meets the requirement prevailing at the time of allocation. However, where a citizen applies for more than one plot or for land for commercial purposes, he or she must show proof of sincerity of intention to develop the property immediately, before approval can be given. Such allocation must be utilized for the purpose for which it is made, within two years or it will lapse.
- f. If the Union passes a vote of no confidence on any of its elected officers, such a person shall lose the rights and privileges attached to his office. Similarly, any citizen of the community convicted of a criminal offence, or is found guilty of an abomination, shall automatically lose his or her rights and privileges in the community.

ARTICLE 14: Miscellaneous

In addition to the provisions embodied in the above articles, the Union also subscribes to the following rules and regulations:-

- a. The community shall cooperate with all relevant authorities such as governments, the Igwe-in-Council and Mgbowo Town Union in

all matters of mutual interest and benefits.

- b. The Ogbeta Layout is a communal property of the six component families of Amata Community. Therefore, all block allocations of plots shall respect the six-family structure for the purpose of equity, fairness and justice. However, this is without prejudice to allocations, which may be made to individuals or organizations by the Union according to necessity.
- c. The plots of land in Ogbeta Layout shall be allocated to *bonafide* citizens of the community on the basis of one man, one plot. Where this policy is breached as a result of fraud or official negligence or connivance, the Union shall, on discovering such an anomaly, revoke the excess plot(s).
- d. Allotees of plots of land in Ogbeta Layout shall have no authority or power to sell or resell such allocations, without due clearance from the Executive Committee of the Union. Should approval be given for the sale or resale of the allocations, the buyer(s) must be an indigene(s) of Amata Community.
- e. All allocations shall attract an annual renewal fee of ₦1,000.00 (One Thousand Naira), payable to the Union within the period before

they are developed.

- f. Farmland in the non-residential areas of Ogbeta Layout are not transferable, except with the approval of the Union.
- g. Person or persons seeking access road(s) to his or their residential plot(s) shall apply formally to the Union. Such applicant(s) shall provide a carton of beer or two gallons of palm wine to the owner(s) of contiguous land(s) as well as ₦2,000.00 (Two Thousand Naira) to the Union and ₦3,000.00 (Three Thousand Naira) to the Works Committee of the Union. Access road(s) shall be created on the boundary of two plots, and shall not lead to any close. Access road(s) approved and created by the Union shall be binding on all parties concerned. However, any of the parties not satisfied with the decision of the Works Committee may seek redress from the Union, whose decision on the matter shall be final and binding.

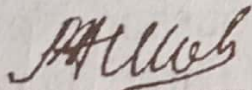
ARTICLE 15: Amendment/Review of the Constitution

This Constitution may be amended or reviewed, from time to time, according to need or prevailing circumstances. A motion for the amendment of any clause or article of the Constitution, or its total

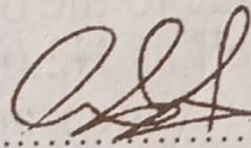
review, shall be tabled orally or in writing at the General Meeting of the Union and approved by a simple majority of members present.

ARTICLE 16: Approval

This Constitution of Amata Mgbowo Development Union has been read, debated and approved at a General Meeting of the Union on this 24th day of February, 2013.



.....
Chief Peter Ukeh
Mayor



.....
Chief Emeka Onwude
Secretary

MEMBERS OF THE CONSTITUTION DRAFTING COMMITTEE

Egbuna Akpa

– Chairman

Barr. Odumegwu Adumike

- Secretary

Ichie Umeham Onw eze

- Member

Barr. B.O.B. Udeibe

- Member