
SIMBITHI COUNTRY CLUB CONSTITUTION

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**CONSTITUTION OF
SIMBITHI COUNTRY CLUB**

1. ESTABLISHMENT AND NAME OF CLUB

- 1.1 An association is hereby established under this Constitution with the aims, objects and powers hereinafter set forth.
- 1.2 The association's name is the SIMBITHI COUNTRY CLUB.

2. INTERPRETATION AND DEFINITIONS

- 2.1 In this Constitution -
 - 2.1.1 any gender shall include the other genders;
 - 2.1.2 the singular shall include the plural and vice versa;
 - 2.1.3 the head-notes are for convenience only and no reliance shall be placed on them in the interpretation or construction of this Constitution;

- 2.2 In this Constitution, unless the context otherwise requires -
 - 2.2.1 "ASSOCIATION" means Simbithi Eco Estate Homeowners Association (an association incorporated under Section 21);
 - 2.2.2 "CLUB" shall mean the SIMBITHI COUNTRY CLUB
 - 2.2.3 (This clause was deleted at AGM on 29 August 2012)
 - 2.2.4 "DEBENTURE" shall mean an instrument of debt issued by the CLUB, from time to time, in terms of which a sum of money will be lent by a MEMBER to the CLUB, subject to the terms and conditions on which such DEBENTURES are issued and as determined by the MANAGEMENT COMMITTEE from time to time. Refer to Annexure A
 - 2.2.5 "DEBT" shall mean any amount due and owing by a MEMBER to the CLUB, whether in respect of a subscription for membership or any other amount due and owing, howsoever arising;
 - 2.2.6 "DEFAULTING MEMBER" shall mean a MEMBER who is a DEFAULTING MEMBER in terms of 5.5;
 - 2.2.7 (This clause was deleted at AGM on 29 August 2012)
 - 2.2.8 "ESTATE" means "Estate", as defined in the ASSOCIATION's Articles of Association, from time to time;
 - 2.2.9 "FINANCIAL YEAR" shall in each year mean the period from 1 March to 28(29) February.
 - 2.2.10 "GENERAL MANAGER" shall mean a general manager of the CLUB, appointed by the MANAGEMENT COMMITTEE from time to time;
 - 2.2.11 "MANAGEMENT COMMITTEE" or "Mancom" means the management committee of the CLUB, the establishment of which is provided for in this Constitution;
 - 2.2.12 "MEMBER" shall mean a person who is a MEMBER of the CLUB as provided for in 5;

- 2.2.13 "NOTICE" shall mean notice in writing given to a MEMBER by ordinary post at the address which the CLUB has on record as the MEMBER's address or the posting on a notice board of the clubhouse of a notice, in both cases, where notice of a meeting is being given, not less than 14 (FOURTEEN) days before the date of the meeting advised of in such NOTICE; The sending of any notice or other communication to a MEMBER at an electronic mail address, nominated by such MEMBER for these purposes in writing to the CLUB, shall be deemed to be good and proper services of such notice or other communication, in terms of this Constitution, and shall be deemed to have been received by the MEMBER on the date that such communication or other notice was sent by electronic mail;
- 2.2.14 "MINOR CHILD(REN)" shall mean children of a MEMBER who have not yet attained the age of 21 years;
- 2.2.15 "SECTION" shall mean a division within the CLUB, established by the MANAGEMENT COMMITTEE, for the undertaking of an activity approved of, from time to time;
- 2.2.16 "SECTION COMMITTEE" shall mean the management committee of a SECTION, the establishment of which is provided for in this Constitution;
- 2.2.17 "SECRETARY" shall mean the person appointed, from time to time, by the MANAGEMENT COMMITTEE as the secretary of the CLUB and shall include any person, in the absence of the SECRETARY, fulfilling the functions of the SECRETARY;
- 2.2.18 "TREASURER" means the treasurer of the CLUB, appointed from time to time by the MANAGEMENT COMMITTEE.

3. CLUB'S OBJECTS

The CLUB shall own and occupy premises on the ESTATE and its principal object is to promote social and recreational amenities and facilities for the MEMBERS and their guests and to this end, to provide, encourage, support and organise sports, recreation, cultural and social activities, of a non-political nature, as approved by the MANAGEMENT COMMITTEE, from time to time.

4. CLUB'S POWERS

- 4.1 The powers of the CLUB to attain its objects, but without limitation to such objects, shall be the power to:
 - 4.1.1 make rules to regulate the conduct of MEMBERS and their guests and the admission of guests;
 - 4.1.2 establish different classes of membership and stipulate the rights and obligations of such different classes of membership;
 - 4.1.3 establish SECTIONS and delegate authority to SECTION COMMITTEES;
 - 4.1.4 carry on any business and promote all activities consistent with its objects;
 - 4.1.5 purchase, acquire and accept donations of every kind of movable and immovable property;
 - 4.1.6 manage, insure, sell, lease, give in exchange, work, develop, build on, improve, turn to account or in any way otherwise deal with its undertaking or all or any part of its property and assets;
 - 4.1.7 borrow money and to secure payment of moneys borrowed in any manner including the mortgaging and pledging of property and, without detracting from the generality thereof, in particular, by the issue of any kind of DEBENTURE or instrument of debt, with or without security;

- 4.1.8 invest money in any manner;
 - 4.1.9 open and operate banking and savings accounts;
 - 4.1.10 make, draw, issue, execute, accept and endorse bills of exchange;
 - 4.1.11 amalgamate with other associations having objects similar to those of the CLUB;
 - 4.1.12 remunerate any person who provides services to or is employed by the CLUB;
 - 4.1.13 act as principals, agents or contractors;
 - 4.1.14 pay gratuities or pensions to its employees;
 - 4.1.15 apply for and hold, in such manner as may be prescribed, a liquor licence for the CLUB, provided that no profit from the sale of liquor under such liquor licence shall accrue to any MEMBER;
 - 4.1.16 initiate and defend any legal proceedings in the name of the CLUB;
 - 4.1.17 remove from office, by a majority decision, any persons serving on the MANAGEMENT COMMITTEE or a SECTION COMMITTEE;
 - 4.1.18 suspend any MEMBER in terms of 10.4 for any period and from time to time;
 - 4.1.19 impose annual or seasonal subscriptions or entrance fees or levies in respect of membership of the CLUB, in such amount as is determined, from time to time, provided that different subscriptions or fees or levies may be raised in respect of different classes of MEMBERS;
 - 4.1.20 arrange and agree the terms and conditions of reciprocity with other associations or clubs;
 - 4.1.21 do all such things which may be necessary and/or requisite for the achievement of the object of the CLUB;
 - 4.1.22 appoint the ASSOCIATION as it's agent for the administration, accounting functions, collection of debts and to attend to any other function, which in the opinion of the MANAGEMENT COMMITTEE will be more efficiently conducted using the resources of the ASSOCIATION.
- 4.2 All powers of the CLUB as set forth in 4.1, are hereby delegated to and may be exercised by the MANAGEMENT COMMITTEE, provided that such delegation shall not preclude the CLUB, in general meeting, from exercising such powers and, provided further, that any decision of the MANAGEMENT COMMITTEE under such delegation may be varied by the CLUB in general meeting, and provided further that the CLUB, in general meeting, may vary the extent and effect of such delegation.

5. MEMBERSHIP OF THE CLUB

5.1 Categories of membership

Membership categories shall be determined by the MANAGEMENT COMMITTEE and are detailed in the RULES.

5.2 Requirements for Membership

The requirements for membership, the application and approval process shall be determined by the MANAGEMENT COMMITTEE.

5.2 Continuation of Membership

The detail of the continuation of membership shall be determined by the MANAGEMENT COMMITTEE and are detailed in the RULES.

5.3 **MEMBERS bound by Constitution and Rules**

All MEMBERS –

- 5.3.1 shall be deemed to be aware of and to be bound by this Constitution, the RULES and all decisions of the MANAGEMENT COMMITTEE;
- 5.3.2 shall, in the event of any dispute or disagreement between MEMBERS and/or the MANAGEMENT COMMITTEE and MEMBERS, regarding the meaning, effect or interpretation of this Constitution and/or RULES, be bound by the decision of the MANAGEMENT COMMITTEE in those regards.

5.4 **DEFAULTING MEMBER**

5.4.1 A MEMBER who has failed -

5.4.1.1 to pay his annual subscription or any part thereof for a period of 60 (SIXTY) days beyond the due date for such payment, or

5.4.1.2 has failed to pay any other DEBT for a period of 30 (THIRTY) days after the same is due,

shall without prejudice to the CLUB's right to claim interest on the overdue amount, be suspended and will cease to be able to enjoy the privileges of the CLUB or to use the facilities or amenities of the CLUB and shall become a DEFAULTING MEMBER.

- 5.4.2 Any MEMBER suspended pursuant to 5.5.1 who fails to pay a DEBT within 7 (SEVEN) days of the GENERAL MANAGER or his appointed staff member giving NOTICE to the MEMBER to do so, shall cease to be a MEMBER of the CLUB with effect from expiry of such notice.
- 5.4.3 Any MEMBER suspended in term of 10.4, during the period of such suspension and any MEMBER who has been requested to resign in terms of 10.4, shall be deemed to be a DEFAULTING MEMBER.
- 5.4.4 The MANAGEMENT COMMITTEE may, in its sole discretion, in respect of any person who has ceased to be a MEMBER in terms of this sub-clause reinstate such person as a MEMBER.

5.5 **Resignation of MEMBERS**

- 5.5.1 Any MEMBER other than a RESIDENTIAL MEMBER may resign by giving written notice to the SECRETARY at least one calendar month prior to the expiry of the MEMBER's current subscription, failing which the MEMBER shall be liable for the following year's subscription.
- 5.7.2 No MEMBER shall be entitled to a refund of his/her subscription for the unexpired portion of the year following submission of his/her letter of resignation.

5.6 **Special provisions relating to RESIDENTIAL MEMBERS**

- 5.6.1 Persons who have entered into a sale agreement for the acquisition of immovable property on the ESTATE shall apply for membership on a special application form as approved by the MANAGEMENT COMMITTEE from time-to-time. In dealing with the said applications, the MANAGEMENT COMMITTEE shall be entitled, but not obliged, to follow the provisions of 5.1 and 5.3 above, it being recorded that, due to the fact that the granting of RESIDENTIAL MEMBERSHIP is intended to be a suspensive condition to such sale agreements, the MANAGEMENT COMMITTEE shall be entitled to adopt measures aimed at expediting the applications with the minimum delay.
- 5.6.2 Persons acquiring immovable property in the ESTATE to the South of Shaka's Rock

Road shall, at their election, apply either for FULL MEMBERSHIP or SOCIAL MEMBERSHIP. However, persons acquiring immovable property anywhere on the ESTATE to the North of Shaka's Rock Road, shall be obliged to apply for FULL MEMBERSHIP. Further details of these membership categories are set out in the RULES.

- 5.6.3 Where the purchaser of immovable property on the ESTATE, as contemplated in 5.7.1, is comprised of a number of individuals who intend to acquire the relevant immovable property and to hold it by way of co-ownership, each of the co-owners shall, subject to their applications for membership being approved, become a MEMBER. Similarly, where the purchaser is an artificial person, its nominees shall, subject to the applications for membership being granted, each be entitled to become RESIDENTIAL MEMBERS. Co-owners and the nominees of artificial persons shall be individuals having full contractual capacity. The maximum number of individuals that a group of co-owners or an artificial person shall be entitled to nominate for the purpose of applying for RESIDENTIAL MEMBERSHIP shall be determined by reference to the number of bedrooms in the dwelling on the property purchased by the group of co-owners or the artificial person, multiplied by two. The subscription payable by such individuals shall be determined by the MANAGEMENT COMMITTEE;

6. MEETINGS OF MEMBERS OF THE CLUB

6.1 General Meeting

- 6.1.1 Subject to the conditions regarding the convening of such meetings as in this Constitution provided, an Annual General Meeting shall be held within 6 (SIX) months of the end of each FINANCIAL YEAR.
- 6.1.2 The MANAGEMENT COMMITTEE may convene general meetings of the CLUB at any time.
- 6.1.3 The MANAGEMENT COMMITTEE shall convene a general meeting of the CLUB within 30 (THIRTY) days of a request being made therefore, by written advice to the SECRETARY, signed by 2 (TWO) members of the MANAGEMENT COMMITTEE or by 25 (TWENTY FIVE) MEMBERS, provided that such notice shall specify the business which it is proposed to deal with at such meeting, and provided further that the same business shall not be dealt with twice in the same FINANCIAL YEAR without the written consent of the MANAGEMENT COMMITTEE .
- 6.1.4 The MANAGEMENT COMMITTEE shall determine the place, date and time for the holding of general meetings.
- 6.1.5 NOTICE of general meetings shall be given to MEMBERS but the failure of a MEMBER to receive the NOTICE shall not vitiate the meeting.
- 6.1.6 The MANAGEMENT COMMITTEE shall deliver a report to the MEMBERS at the Annual General Meeting of the CLUB.
- 6.1.7 It is noted that the general meetings of the Club shall normally be held on the same date, and immediately preceding or following the general meetings of the ASSOCIATION.

6.2 Proceedings at General Meetings

- 6.2.1 Annual General Meetings shall deal with and dispose of the following business:
- 6.2.1.1 to receive and consider the annual report of the MANAGEMENT COMMITTEE;
- 6.2.1.2 to receive and consider the audited financial statements of the CLUB;
- 6.2.1.3 to elect certain persons to the MANAGEMENT COMMITTEE for the ensuing year;

- 6.2.1.4 to appoint the auditor of the CLUB for the ensuing year and to fix the level of remuneration in respect of the past audit;
 - 6.2.1.5 any matter provided for in the NOTICE of the meeting;
 - 6.2.1.6 any matter which, by written advice to the SECRETARY, signed by not less than 10 (TEN) MEMBERS or 2 (TWO) MEMBERS of the MANAGEMENT COMMITTEE is to be dealt with, provided that such written advice shall be given not less than 7 (SEVEN) days before the date on which NOTICE for the holding of an Annual General Meeting, is to be given or such shorter period as the meeting may determine;
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- 6.2.2 general meetings shall deal with and dispose of matters specified in the NOTICE of the meeting;
 - 6.2.3 no business shall be transacted at any general meeting unless a quorum of MEMBERS is present at the time when the meeting proceeds to business. Save, as herein provided, 30 (THIRTY) MEMBERS present in person or by proxy shall be a quorum.;
 - 6.2.4 if within 15 (FIFTEEN) minutes after the time appointed for a general meeting a quorum is not present the meeting shall, if it was requested by MEMBERS in terms of 6.1.3, lapse and otherwise the meeting shall stand adjourned to a day not earlier than 7 (SEVEN) days and not later than 21 (TWENTY ONE) days after the date of the meeting and if at such adjourned meeting a quorum is not present within 15 (FIFTEEN) minutes after the time appointed for the meeting the MEMBERS present in person or by proxy shall be a quorum;
 - 6.2.5 where a meeting has been adjourned, the SECRETARY shall, within 3 (THREE) days after the adjournment, give notice to MEMBERS stating the date, time and place to which the meeting has been adjourned, the matter before the meeting when it was adjourned and the grounds for adjournment;
 - 6.2.6 the chairman of the MANAGEMENT COMMITTEE, or in his absence, the vice-chairman, or in his absence, any member of the MANAGEMENT COMMITTEE, shall preside at all general meetings;
 - 6.2.7 the chairman may, with the consent of any general meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the 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 at which the adjournment took place. NOTICE of the adjourned meeting shall be given as herein before provided;
 - 6.2.8 subject to the provisions of clause 6.2.11 below, at any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is, before or on the declaration of the result of the show of hands, demanded by the chairman or not less than 10 (TEN) MEMBERS personally present or by proxy, and, unless the poll is so demanded, a declaration by the chairman that a resolution has, on a show of hands, been carried or carried unanimously or by a particular majority or negatived, and an entry to that effect in the minutes of the proceedings of the CLUB shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution;
 - 6.2.9 if a poll is duly demanded it shall be taken in such manner as the chairman directs, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. Scrutineers shall be appointed by the chairman to determine the result of the poll. In the case of equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is taken shall be entitled to a second or casting vote, in addition to his deliberative vote;
 - 6.2.10 A poll demanded on any other question shall be taken at such time as the chairman of the meeting directs. The demand for a poll shall not prevent the continuation of a meeting for the transaction of any business other than the question upon which the poll has been demanded;
 - 6.2.11 (This clause was deleted at AGM on 29 August 2012)

6.3 **Minutes**

Minutes shall be kept of every general meeting and such minutes shall be available for inspection by RESIDENTIAL MEMBERS.

6.4 **Votes of Members**

- 6.4.1 On a show of hands every MEMBER present in person and if a MEMBER is a body corporate, its representative, shall have one vote and on a poll MEMBERS in person or by proxy, who are entitled to vote, shall have one vote:-
- 6.4.2 On a poll, votes may be given either personally or by proxy.
- 6.4.3 Only RESIDENTIAL MEMBERS shall be entitled to attend and vote at any meeting of the CLUB.
- 6.4.4 Where there are multiple owners of a property, only one vote shall be allowed in respect of such multiple ownership.
- 6.4.5 Only MEMBERS in good standing, i.e. a MEMBER who is not a DEFAULTING MEMBER or SUSPENDED MEMBER shall be entitled to attend and vote at any meeting of the CLUB.

6.5 **Proxies**

- 6.5.1 A MEMBER may appoint another MEMBER to be such MEMBER's proxy to attend any general meeting and on a poll to vote on such MEMBER's behalf.
- 6.5.2 A proxy may not be a DEFAULTING MEMBER or a SUSPENDED MEMBER.
- 6.5.3 The instrument appointing the proxy shall be in writing and shall be signed by the grantor and shall specify the general meeting at which the proxy may be exercised and the manner in which the proxy must be used. In the absence of any stipulation in this regard, the proxy shall vote as the proxy thinks fit.
- 6.5.4 The instrument appointing a proxy shall be lodged with the SECRETARY at least 72 hours before the commencement of a general meeting.
- 6.5.5 A proxy given for any particular general meeting may be exercised at any adjournment of such meeting.

7. ELECTION OR APPOINTMENT TO AND PROCEEDINGS OF MANAGEMENT COMMITTEE

7.1 **Composition of MANAGEMENT COMMITTEE**

The MANAGEMENT COMMITTEE shall:

- 7.1.1 consist of the same persons who have been elected as directors of the ASSOCIATION. The MANAGEMENT COMMITTEE meetings shall be held at the same place and time as the board meetings of the ASSOCIATION;
- 7.1.2 No DEFAULTING MEMBER or SUSPENDED MEMBER may serve on the MANAGEMENT COMMITTEE.

7.2 **Role and Responsibilities**

- 7.2.1 The MANAGEMENT COMMITTEE shall manage the business and affairs of the CLUB in accordance with the powers conferred on it by this Constitution. It shall serve as the executive body of the CLUB, and oversee and supervise the management of the CLUB and its properties.
- 7.2.2 The MANAGEMENT COMMITTEE shall establish policy and shall provide strategic direction to the GENERAL MANAGER. The MANAGEMENT COMMITTEE may delegate certain of its functions, as it deems fit, to the GENERAL MANAGER, TREASURER and SECRETARY, or any 1 (ONE) or more of them.

7.3 **Proceedings of the MANAGEMENT COMMITTEE**

- 7.3.1 At the first meeting of the MANAGEMENT COMMITTEE following an Annual General Meeting, the MANAGEMENT COMMITTEE shall elect, by secret ballot from amongst its number, a chairman and Vice Chairman. Any decision of the MANAGEMENT COMMITTEE in relation to the policy or strategic direction to be implemented by the GENERAL MANAGER shall be conveyed to him by the chairman. The GENERAL MANAGER shall report directory to the chairman of the MANAGEMENT COMMITTEE.
- 7.3.2 Meetings of the MANAGEMENT COMMITTEE shall take place at such place, date and time as determined by the Chairman, or in his absence, by the Vice Chairman, or in his absence, by any person serving on the MANAGEMENT COMMITTEE, provided that at least 1 (ONE) meeting of the MANAGEMENT COMMITTEE shall be held each month, unless the MANAGEMENT COMMITTEE, for special reasons, determines otherwise.
- 7.3.4 At least 7 (SEVEN) days prior written NOTICE of all meetings of the MANAGEMENT COMMITTEE shall be given to the members of the MANAGEMENT COMMITTEE;
- 7.3.5 The Quorum for a meeting of the MANAGEMENT COMMITTEE shall be 4 (FOUR) MEMBERS personally present.

7.4 **Votes on MANAGEMENT COMMITTEE**

- 7.4.1 Each person serving on the MANAGEMENT COMMITTEE shall, respectively, have 1 (ONE) vote;
- 7.4.2 Voting shall be by show of hands unless a secret ballot is requested by not less than 2 (TWO) members, of the MANAGEMENT COMMITTEE in which event the vote shall be by secret ballot;
- 7.4.3 in the case of an equality of votes, the chairman of the MANAGEMENT COMMITTEE shall have a second or casting vote in addition to his deliberative vote.

7.5 **Minutes**

Minutes of the proceedings of the MANAGEMENT COMMITTEE shall be kept by the SECRETARY.

7.6 **Appointment of sub-committees**

- 7.6.1 The MANAGEMENT COMMITTEE may, from time to time, appoint such sub-committees, whether comprising persons serving on the MANAGEMENT COMMITTEE or not, with such object and such powers as the MANAGEMENT COMMITTEE determines.
- 7.6.2 The chairman of the MANAGEMENT COMMITTEE shall, ex officio, serve on all sub-committees;

7.6.3 The provisions of this Constitution as applied to the proceedings of the MANAGEMENT COMMITTEE shall mutatis mutandis, apply to sub-committees.

7.7 **Nominations**

There shall be no separate nominations for positions on the MANAGEMENT COMMITTEE as all of the directors of the ASSOCIATION shall serve on the MANAGEMENT COMMITTEE for the same period as they serve on the board of directors of the ASSOCIATION.

7.8 **Elections:**

There shall be no elections for members of the MANAGEMENT COMMITTEE as all of the directors of the ASSOCIATION shall serve on the MANAGEMENT COMMITTEE for the same period as they serve on the board of directors of the ASSOCIATION.

8. **SECTIONS**

The MANAGEMENT COMMITTEE may, from time to time, establish and disband SECTIONS within the CLUB for the promotion of any activity consistent with the objects of the CLUB.

8.1 **Establishment of SECTION COMMITTEES**

8.1.1 Each SECTION established by the MANAGEMENT COMMITTEE shall be managed by a SECTION COMMITTEE established within the provisions hereinafter set forth, which SECTION COMMITTEES shall have the powers hereinafter provided and such other powers as are delegated to it by the MANAGEMENT COMMITTEE;

8.1.2 After the Annual General Meeting of the CLUB, each SECTION shall hold an Annual General Meeting for the purpose of:

8.1.2.1 electing a SECTION COMMITTEE which will consist of not more than 5 (FIVE) persons, one of whom shall be the chairman of the SECTION (in this clause 9 referred to as " chairman"), which persons shall hold office until the following Annual General Meeting of the SECTION, but who on retirement shall be eligible for re-election, provided that no person shall be elected to a SECTION COMMITTEE unless such person's name has been advised to the chairman of the SECTION COMMITTEE at least 3 (THREE) days before the date of an Annual General Meeting of the SECTION;

8.1.2.2 considering the report of the chairman on the affairs and the activities of the SECTION during the preceding year;

8.1.2.3 transacting any further business specified in the NOTICE convening the meeting.

8.2 **Proceeding at general meetings of SECTION COMMITTEES**

8.2.1 The quorum for general meetings of SECTIONS shall be 5 (FIVE) persons personally present;

8.2.2 All decisions at a SECTION general meeting shall be by show of hands, unless a poll is called for by the chairman or not less than 5 (FIVE) persons present in person. In the event of a poll, the provisions relating to polls and proxies in respect of general meetings of the CLUB shall apply to SECTION general meetings.

8.2.3 In the case of an equality of votes the chairman of SECTION general meeting shall have an additional or casting vote in addition to his deliberative vote;

8.2.4 SECTION COMMITTEES shall meet at such time, place and date as the chairman, and failing him any person serving on a SECTION COMMITTEE determines, provided

that SECTION COMMITTEE shall meet at least once every 3 (THREE) months.

8.3 Minutes of SECTION COMMITTEES

Minutes of the proceeding of meetings of SECTION COMMITTEES shall be kept and shall be available for inspection by persons serving on a SECTION COMMITTEE and of the MANAGEMENT COMMITTEE.

8.4 Election of Office Bearers of SECTION COMMITTEES

At the first meeting of each SECTION COMMITTEE after its election, the SECTION COMMITTEE shall, from its number, elect a chairman or captain, secretary and treasurer. The MANAGEMENT COMMITTEE has the discretion to waive the requirement for one or more of these positions for any respective SECTION if such positions are considered not to be required.

8.5 Powers of SECTION COMMITTEES

The powers of SECTION COMMITTEES shall include the following powers, all of which shall be subordinate to the decisions of the MANAGEMENT COMMITTEE, namely:

- 8.5.1 to prescribe the functions of the SECTION COMMITTEE office bearers;
- 8.5.2 to be responsible for organising and controlling the activities of the SECTION;
- 8.5.3 to frame rules and regulations for the orderly conduct and activities of the SECTION, which rules and regulations shall be subject to the approval of the MANAGEMENT COMMITTEE;
- 8.5.4 to protect and be responsible for the property of the CLUB in its charge or used by the SECTION;
- 8.5.5 to call general meetings of the SECTION upon receipt of a written request signed by 5 (FIVE) MEMBERS belonging to the SECTION;
- 8.5.6 to present to the Annual General Meeting of the SECTION a report of the affairs of the SECTION for the previous year;
- 8.5.7 to fill any casual vacancy in their number from amongst MEMBERS belonging to the SECTION, which replacement shall hold office until the person whom he has replaced would have retired;
- 8.5.8 during the year to make written application to the MANAGEMENT COMMITTEE for funds for its activities, providing such details as it considers necessary and as the MANAGEMENT COMMITTEE requires.

9. The GENERAL MANAGER, TREASURER AND SECRETARY

- 9.1 The GENERAL MANAGER shall be the Chief Operating Officer of the CLUB and shall be responsible for the proper management of all aspects of the CLUB's activities so as to ensure maximum membership satisfaction, both short term and long term; the accumulation of funds compatible with the best interest of the MEMBERS; the maintenance and improvement of the quality of the CLUB's products or services; and the security and protection of the CLUB's assets and facilities. The GENERAL MANAGER reports to the Chairman of the MANAGEMENT COMMITTEE.
- 9.2 The GENERAL MANAGER shall have authority to manage and administer the CLUB and its operations in conformity with the policies established by the MANAGEMENT COMMITTEE, the CLUB's Constitution, Rules, and such management agreement (s) as may be in place from time to time.

- 9.3 The GENERAL MANAGER shall, ex-officio, be entitled to attend and vote at meetings of all the committees, including SECTION committees, of the CLUB and unless otherwise provided for in this Constitution any membership limit for such committee shall be deemed to be increased to include him.
- 9.4 The GENERAL MANAGER, TREASURER and SECRETARY shall be appointed or removed by the MANAGEMENT COMMITTEE as it thinks fit.
- 9.5 The TREASURER shall report to MEMBER's at Annual General Meetings on the financial affairs of the CLUB, shall advise the MANAGEMENT COMMITTEE on all aspects of the CLUB'S finances and shall ensure that the CLUB'S fiscal policies are implemented by the CLUB'S management.
- 9.6 In addition to any duty specifically delegated to him by this Constitution, the SECRETARY shall maintain the CLUB's records (other than its financial records) including the deeds and documents of the CLUB, membership records and minutes of all meetings of the CLUB, ensure that notice of all meetings of the CLUB is given in accordance with this constitution and otherwise carry out such other activity as the GENERAL MANAGER, or failing him the MANAGEMENT COMMITTEE shall reasonably require.
- 9.7 The SECRETARY shall report to the GENERAL MANAGER, or failing him, the MANAGEMENT COMMITTEE as often and in such form as each may reasonably require.

10. STATUS OF MEMBERS

- 10.1 Membership of the CLUB shall not give to any MEMBER any proprietary right, title, interest claim or demand in or to any of the property of the CLUB, but shall confer on MEMBERS the rights and privileges of the CLUB and its facilities in accordance with the rules established by the MANAGEMENT COMMITTEE or SECTION COMMITTEES and in accordance with this Constitution.
- 10.2 No profit from the sale of liquor or any other product or service by the CLUB shall accrue to any MEMBER.
- 10.3 The liability of MEMBERS is limited to the amount of unpaid subscription, entrance fees, amounts due and owing in respect of DEBENTURES or other amount owing by them to the CLUB from time to time;
- 10.4 Should any MEMBER, in the opinion of the MANAGEMENT COMMITTEE, commit any breach of this Constitution or rules made by it or by a SECTION COMMITTEE, or introduce to the CLUB any person whose presence, in the opinion of the MANAGEMENT COMMITTEE, is prejudicial to the CLUB, or should a MEMBER, in the opinion of the MANAGEMENT COMMITTEE, be guilty of un-sportsmanlike or ungentlemanly conduct or of conduct prejudicial to the character, interest or reputation of the CLUB, whether on the CLUB's premises or outside of them, the MANAGEMENT COMMITTEE may, after giving such MEMBER the opportunity, personally and without being represented by any other person to respond to the allegations being made against him/her, warn, suspend, expel, or request such MEMBER to resign. Should a MEMBER requested to resign not do so within 14 (FOURTEEN) days from the date of the letter addressed to him setting forth such request, the MANAGEMENT COMMITTEE shall be empowered to expel such MEMBER and to remove such persons name from the list of MEMBERS. The MANAGEMENT COMMITTEE shall not be obliged to state its reasons for its decisions regarding any MEMBER in terms of this sub-clause nor shall any MEMBER have the right to take any legal action against the MANAGEMENT COMMITTEE or the CLUB as a result of any such decision. In the event of such terminated MEMBER being a RESIDENTIAL MEMBER, the obligation to pay the normal SOCIAL MEMBERSHIP subscription based on ownership of a property within the ESTATE shall remain.
- 10.5 The MANAGEMENT COMMITTEE is empowered to raise fines on MEMBERS as a sanction against MEMBERS who are in breach of any of the terms of this Constitution or the Rules.
- 10.6 The CLUB, MANAGEMENT COMMITTEE, SECTION COMMITTEES, and the CLUB's officers or servants shall not be liable, in any manner whatsoever, for any losses, damages or injury to any person or property suffered or sustained by any MEMBER or his guest whilst on the CLUB's premises or while present at any of the CLUB's activities or while representing the CLUB in any way, whether on the CLUB's premises or elsewhere.

11. AUTHORISED SIGNATORIES OF THE CLUB

All documents executed on behalf of the CLUB shall be signed by the GENERAL MANAGER or the TREASURER or other persons authorised thereto by the MANAGEMENT COMMITTEE.

12. CLUB COLOURS

The colours of the CLUB and its badge shall be as determined by the MANAGEMENT COMMITTEE from time to time.

13. INDEMNITY OF MANAGEMENT COMMITTEE AND OFFICE BEARERS

The MANAGEMENT COMMITTEE, SECTION COMMITTEES and all officers and staff of the CLUB are hereby indemnified and held harmless out of the funds and property of the CLUB in respect of any and all claims against them personally or collectively arising out of the activities of such, provided that they shall not be indemnified in respect of any actions by them committed or omitted in bad faith recklessly or with the intention of causing damage or loss to the CLUB or its MEMBERS.

14. ANNUAL AUDIT

The MANAGEMENT COMMITTEE shall ensure that the CLUB's records and books of account are audited annually.

15. CONSTITUTION AND RULES

15.1 In cases of doubt as to the meaning or interpretation of the Constitution or Rules of the CLUB or SECTION, the interpretation and/or decision of the MANAGEMENT COMMITTEE in those regards shall be final and binding on MEMBERS.

15.2 Should any part of this Constitution or of the Rules established by the MANAGEMENT COMMITTEE or SECTION COMMITTEES be in conflict with any statutory provision, then the relevant part of the Constitution or of such Rules shall be deemed to have been altered, modified or amended so as to comply with such statute.

15.3.1 This Constitution shall not be altered except by resolution passed by two thirds of the MEMBERS present in person or by proxy at a general meeting of the CLUB called specifically for such purposes, in respect of which general meeting notice has been given.

15.4 All amendments to the Constitution shall, unless otherwise provided, become effective from the date of the passing of the resolution altering the Constitution and a certificate given under the hand of the chairman of the general meeting at which the Constitution was altered confirming the amendments to the Constitution shall be conclusive evidence thereof.

16 WINDING UP OF THE CLUB

The CLUB may be liquidated and its affairs wound up upon a resolution passed at a general meeting of a CLUB called specifically for such purpose, provided that such resolution shall be passed by not less than 90% (NINETY PERCENT) of MEMBERS present in person or by proxy. Upon a resolution to wind up being passed, a resolution shall be passed appointing a liquidator or liquidators, which resolution shall give directions as to the methods of such winding up, provided that, other than the repayment of any amounts due to MEMBERS in respect of DEBENTURES or other amounts due to them, no funds or assets of the CLUB shall be distributed to any MEMBER, but shall be distributed to another association having aims and objects similar to the CLUB.

17 FORMAL ADOPTION AND RATIFICATION OF THE CONSTITUTION

This Constitution was formally adopted and ratified by the Board of Directors of Simbithi Eco Estate Home Owner's Association, for the benefit of all of its Members on 2 September 2010.

Changes were made to the initial Constitution and formally adopted at the AGM held on 29 August 2012

Chairman of Simbithi Country Club

Date