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**THE CONSTITUTION**

**GOVERNING THE**

**CENTURION RESIDENTIAL ESTATE**

**SPORTS AND SOCIAL CLUB**

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As amended at and approved by a Special General Meeting (SGM)

On October 3, 2023

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# 1 NAME

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The association established under this Constitution shall be called the Centurion Residential Estate Sports and Social Club.

## 2 DEFINITIONS

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2.1 In this Constitution:

- 2.1.1 A reference to the masculine shall include the feminine gender.
- 2.1.2 The singular shall include the plural and vice versa.
- 2.1.3 Reference to a person shall include natural persons as well as created entities (corporate or unincorporate).

2.2 In this Constitution, unless the context otherwise indicates:

- 2.2.1 **AGM** means the annual general meeting.
- 2.2.2 **Centurion Home Owners Association** means the Centurion Home Owners Association NPC, registration number 1995/013780/08.
- 2.2.3 **Chairperson** shall under normal circumstances be the President of the Management Board or such other person as may be selected in his absence.
- 2.2.4 **Club** means the Centurion Residential Estate Sports and Social Club.
- 2.2.5 **Club Captain**, shall mean the golf club captain as elected by the golf sub-section.
- 2.2.6 **Constitution** means this Constitution and includes any additional rules and bye-laws passed in terms of this Constitution.
- 2.2.7 **Disciplinary Committee** means the committee as set up in terms of Clause 11.
- 2.2.8 **Estate** means the Centurion Golf and Residential Estate.
- 2.2.9 **General Manager** means the General Manager of the Club as appointed from time to time by the Management Board.
- 2.2.10 **Long Term Strategic Plan** means the strategy as developed in terms of clause 19.
- 2.2.11 **Management Board** means the board as set out in clause 15 that takes fiduciary and oversight responsibility for the operation of the Club. It is responsible for the long-term sustainability of the Club through a system of good governance.
- 2.2.12 **Member** shall mean a person in any membership category.
- 2.2.13 **President** is the president of the Management Board.
- 2.2.14 **Registered Owner** shall refer to a person who is reflected as the registered owner or registered co-owner of a property in the Estate, such property in the records of the applicable deeds' registry.

- 2.2.15 **Reserved Matters** refers to the activities as set out in clause 27 which can only be executed by way of a Special Resolution.
- 2.2.16 **SGM** means a special general meeting.
- 2.2.17 **Special Resolution** is a resolution taken at an AGM or SGM supported by not less than 67% (sixty seven percent) of the total votes of those present and eligible to vote.
- 2.2.18 **Voting Members** shall mean Members that are eligible to vote as set out in clause 3.
- 2.2.19 **Voter's Roll** shall mean the provisions related to the establishment of a voter's roll as set out in clause 3.6.
- 2.3 In case of doubt as to the meaning of any clause in this Constitution or of any rule made in terms of this Constitution; the Management Board shall consider the uncertainty and make a decision on how to resolve the uncertainty. This interpretation will be binding upon the Members until such time as the Members in a general meeting may otherwise determine. Any decision taken at such general meeting of Members shall in no way affect the validity of any act done or omitted to be done in terms of a prior valid ruling given by the Management Board.

### 3 VOTING AND VOTING RIGHTS

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- 3.1 The following Members or persons are eligible to be Voting Members of the Club:
- 3.1.1 persons who are Registered Owners of property in the Estate with effect from the date on which such person becomes the Registered Owner of any property on the Estate. This eligibility shall automatically cease on the date on which such person ceases to be the Registered Owner of a property on the Estate;
- 3.1.2 the liquidator or trustee of a liquidated Registered Owner or insolvent Registered Owner, the executor of the estate of a Registered Owner who has died, or a representative of a Registered Owner who is a minor or of unsound mind or is under disability, such trustee, liquidator, executor or representative is acting within the scope of his authority, which person shall be a Voting Member in the place of the Registered Owner in question;
- 3.1.3 the trustees of an inter-vivos or testamentary trust which is the Registered Owner, provided that such Trustees shall nominate (in writing, by notice to the Club) one natural person to exercise the rights of membership on their behalf as a Voting Member;
- 3.1.4 juristic persons, including for profit companies which are Registered Owners, provided that such entity shall nominate (in writing, by notice to the Club) one natural person to exercise the rights of membership on its behalf as a Voting Member.

### Number of votes for multiple properties and multiple owners

- 3.2 Where a property is owned by more than one person, all the Registered Co-Owners of the property shall nominate (in writing, by notice to the Club) one owner to exercise the rights of membership on their behalf as a Voting Member.
- 3.3 Where one person or juristic person is a Registered Owner of more than one property, such person or juristic person or their nominated representative shall have a vote in respect of each of such properties.
- 3.4 In case a Voting Member is unable to attend a AGM or SGM and elects to appoint a proxy, for such a meeting, to exercise such vote/s this needs to be informed to the Club in order to be noted on the Voters Roll. No such proxy holder shall be allowed to hold more than 2 proxy votes.

### Voters Roll

- 3.5 A Voters Roll shall be developed and voting will only be allowed based on Voting Members represented on the Voters Roll compiled prior to any general meeting.
- 3.6 The Voters Roll will include the following information for all Voting Members:
- Stand number
  - Address
  - Name of confirmed Voting Member or nominated representative
  - ID number of Voting Member or nominated representative
  - Name of person or entity owning such stand

### Voting for the election of the Management Board

- 3.7 At the AGM or SGM, for the election of members of the Management Board, the number of votes shall be allocated as follows:
- 3.7.1 fully paid-up Voting Members who are in good standing with the Club and whose membership complies with any of the membership classifications as detailed in clauses 4.1.1 to 4.1.3 shall have 1 (one) vote per vacancy in terms of the provisions reflected in clause 17.6 of the Constitution;
- 3.7.2 in the event that the ownership of property as envisaged in clause 4.1.1 to 4.1.3 is held by a created entity, or is held in joint ownership by more than one natural person, then for voting purposes, the owner or joint owners as the case may be, shall nominate one person to vote on its/their behalf, such nominee to present a duly signed nomination to

the Chairperson prior to being allowed to cast any vote, further subject to the proviso that nothing in this Constitution shall be interpreted in such a manner so as to have the effect that more than 1 vote is cast in respect of any erf or sectional title unit.

#### Voting on all other matters

3.8 At the AGM or SGM, for all issues other than the election of members of the Management Board, the number of votes shall be allocated as follows:

- 3.8.1 fully paid-up Voting Members who are in good standing with the Club and whose membership complies with the membership classification as detailed in clauses 4.1.1 and 4.1.3, shall have 1 (one) vote;
- 3.8.2 fully paid-up Voting Members who are in good standing with the Club and whose membership complies with the membership classification as detailed in clause 4.1.2 (Owner golf sub-section Member) shall have 2 (two) votes. (A natural person who owns more than one property shall have only one additional vote. Any Voting Member who is nominated on behalf of a created entity or by proxy shall not have a second vote as set out in this clause 3.8.2).

#### Voting at Management Board Meetings

3.9 At Management Board meetings, the number of votes shall be allocated as follows:

- 3.9.1 the President shall have 1 (one) vote;
- 3.9.2 the golf Club Captain shall have 1 (one) vote;
- 3.9.3 the four Members elected by the Voting Members of the Club shall have 1 (one) vote each;
- 3.9.4 the Member designated by the Centurion Home Owners Association shall have 1 (one) vote;
- 3.9.5 the General Manager of the Club shall not have a vote.

#### Voting and polls

3.10 At any meeting, a resolution put to the vote of the meeting shall be decided by a show of hands (of Voting Members) unless a poll is demanded by the Chairperson or by any Member before or on the declaration of the result of the show of hands (of Voting Members). Unless a poll be so demanded and the demand not be withdrawn, a declaration by the Chairperson of the meeting that a resolution has on a show of hands been carried, or carried unanimously, or by a particular majority, or not carried by a particular majority,

or lost, and an entry to that effect in the book containing 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.

- 3.11 The result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 3.12 In the case of a deadlock of votes, whether on a show of hands or on a poll, the Chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall not be entitled to a second or casting vote in addition to the vote or votes to which he may be entitled as a Member, and accordingly the resolution in question shall be defeated.
- 3.13 No poll shall be demanded on the election of the Chairperson of the meeting or any question of adjournment. A poll demanded on any other question shall be taken at such time and place and in such manner as the Chairperson of the meeting directs, and any business, other than that upon which a poll has been demanded, may proceed pending the taking of the poll.
- 3.14 The Chairperson of a meeting may appoint any firm or persons to act as scrutineers for the purpose of checking the Voters Roll, forms of proxy deposited for use and for counting the votes at such a meeting, and he may thereafter act on a certificate given by any such scrutineers without requiring production at the meeting of the forms of proxy or himself counting the votes.
- 3.15 If any votes shall be counted which ought not to have been counted or might have been rejected or if any votes shall not be counted which ought to have been counted, the error shall not vitiate the resolution unless it be pointed out at the meeting, and not in that case unless it shall, in the opinion of the Chairperson of the meeting, be of sufficient magnitude to vitiate the resolution. No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered and every vote not disallowed at such meeting or adjourned meeting shall be valid for all purposes. Any such objection made in due time shall be referred to the Chairperson of the meeting, whose decision shall be final and conclusive.
- 3.16 Any minutes of resolutions and proceedings at meetings made in one of the minute books of the Club, if signed by the Chairperson of the meeting to which it relates, or by any person present there at and appointed by the Management Board to sign the same in his place, or by the Chairperson of a subsequent meeting, shall be receivable as evidence of the facts therein stated.

- 3.17 The Club requires that resolutions to be decided by voting of the Voting Members, be voted on at meetings of the Club arranged in terms of this Constitution and not by a round robin resolution process.

## **4 MEMBERSHIP CATEGORIES**

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- 4.1 Membership of the Club shall comprise the following categories of membership:
- 4.1.1 owner Member  
A person who does not join a specific sport sub-section but makes use of the general facilities of the Club and is the Registered Owner of a stand or a sectional title unit on the Estate;
  - 4.1.2 owner golf sub-section Member  
A person who joins the golf sub-section and is the Registered Owner of a stand or a sectional title unit on the Estate;
  - 4.1.3 owner sub-section Member  
A person who joins a sport sub-section, and is the Registered Owner of a stand or a sectional title unit on the Estate;
  - 4.1.4 non-owner social Member  
A person who does not own property on the Estate and also does not join a specific sport sub-section, but makes use of the general facilities of the Club, such as tenants;
  - 4.1.5 non-owner golf sub-section Member  
A person who joins the golf sub-section and who does not own property on the Estate;
  - 4.1.6 non-owner sub-section Member  
A person who joins-a specific sport section, other than golf, and who does not own property on the Estate;
  - 4.1.7 family Member  
A person who is the spouse of an owner Member or a dependant of an owner Member;
  - 4.1.8 student Member  
A person who is a bona fide full time student attending a recognised University, Technikon, College, School, or is an apprentice learning a trade of the age of not less than 17 years and not more than 26 years, or at the discretion of the Management Board to be considered as a student. Proof of registration as a student must be furnished annually at the beginning of each financial year;

4.1.9 junior Member

School-going children who shall be entitled to all Club privileges subject to the Bye Laws of the sport section in question provided that responsibility for the payment of any fees has been accepted in writing by his parents or guardians;

4.1.10 country Member

A person who resides more than 100 kilometres from the Club;

4.1.11 corporate Member

Those persons where membership is offered to businesses in lieu of an arrangement with the Club for the payment of membership fees and in respect of employees nominated by such businesses subject to such conditions laid down by the Management Board;

4.1.12 temporary Member

A person who resides within 100 kilometres of the Club for indefinite periods or less than twelve months, for such period and under such conditions as may be determined by the Management Board;

4.1.13 pensioner Member

A person who has held membership according to any of the classes of membership as reflected in paragraphs 4.1.1 to 4.1.6 and subject to such conditions as the Management Board may determine, and who has reached the age of 60 years;

4.1.14 honorary life Member

A Member who has conferred a particular benefit upon the Club and has on recommendation of the Management Board been elected an honorary life Member at a general meeting of the Club, under such conditions as may be determined by the Management Board;

4.1.15 honorary Member

A person who holds a special public or other position or who has conferred a special benefit upon the Club, for such period and subject to such conditions as the Management Board may determine,

4.2 Change of Membership

4.2.1 The Management Board may upon written application by a Member, change such Member's membership to the suitable category of membership as it deems fit, as from a date determined by the Management Board.

## **5 PURPOSE OF THE CLUB**

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5.1 The purpose of the Club shall be:

5.1.1 To operate as a sport and recreational club and to fulfil all the usual objectives of an outdoor and indoor social club, and to do all such things, and carry out all such undertakings as may be necessary for or incidental to, the attainment of such objectives.

5.2 Funding

5.2.1 The Club's funds shall be substantially derived from Member fees and activities directly related to the provision of the sport and recreational amenities and facilities.

5.3 Long term sustainability

5.3.1 To ensure the long-term sustainability of the Club the Management Board will take into account the economic, social and environmental impact on the community in which it operates.

5.3.2 To ensure that the Club can sustainably exist in the foreseeable future, the Management Board will develop and maintain a Vision and a Long Term Strategic Plan, which will be presented and approved by the Members as described in this Constitution.

## **6 INCOME AND ASSETS**

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6.1 The Club is a non-profit organisation and all income and assets of the Club from whatsoever source derived shall be applied solely towards the promotion of the objectives of the Club as envisaged in this Constitution and no portion shall be paid or transferred directly or indirectly by way of dividend, bonus or otherwise by way of profit to any person who is or has been a Member of the Club, provided that nothing herein contained shall prevent the payment in good faith of remuneration to any person, whether a Member of the Club or not, or any organisation, for any service actually rendered to the Club.

6.2 The Club will not knowingly permit itself to be used as part of an impermissible tax avoidance arrangement or a transaction, operation or scheme as contemplated in the Income Tax Act of South Africa.

## **7 RIGHTS, LIABILITIES AND INDEMNITIES**

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7.1 Membership of the Club does not and shall not give any Member a right, title, interest, claim or demand in or to any of the monies, property or assets of the Club, but only confers

upon such Member the right and privilege of entering in and upon the grounds and erections of the Club, and to use and enjoy it in accordance with the purpose for which it is intended and subject to such restrictions and changes as the Management Board may from time to time impose, and subject to this Constitution and bye-laws of the Club from time to time in force.

- 7.2 The individual Members shall not be liable for the debts, contractual obligations or any other liabilities of the Club and their liability shall be limited solely to the amount due by them in respect of their outstanding subscriptions or other monies payable in terms of this Constitution.
- 7.3 Should the Club find itself in a position where there would be material default on any outstanding debt instrument or another material commitment the Centurion Home Owners Association shall have the first right to support or remedy such material default.
- 7.4 If upon the winding up or the dissolution of the Club there remains after the satisfaction of all its debts, any property whatsoever, the same shall not be paid to or distributed to any person, but shall only be given or transferred to another similarly structured recreational club created by the Centurion Home Owners Association who will obtain the necessary tax exemption approval from the Commissioner of the South African Revenue Services.
- 7.5 The payment by or on behalf of a Member of his subscription shall be acknowledgment on the part of such Member that he is bound by the Constitution of the Club, and all Bye-Laws that have been or may hereafter be made by the Management Board in all cases, and no person shall be absolved from the effects of the Constitution and bye-laws on the plea of not having received a copy of them.
- 7.6 No liability shall attach to the Club in respect of:
- 7.6.1 the property of any Member or his guests which may be lost, damaged or stolen on or from the Club premises;
- 7.6.2 personal injuries sustained by any Member or his guests on the Club's premises.
- 7.7 Members of the various committees, officials and employees of the Club shall be and are hereby indemnified by the Club against all losses or expenses incurred by them in the bona fide discharge of their duties, except for such losses or expenses as are incurred by their own wilful and/or gross negligent acts, omissions or defaults.
- 7.8 Members shall not be allowed to sell or otherwise dispose of the rights and privileges associated with their membership to any other party.

- 7.9 All Members shall use their best endeavours to further the interests of the Club in pursuance of its objectives and shall refrain from bringing the Club into disrepute.

## **8 LIMITATIONS OF MEMBERS**

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- 8.1 The number of members shall not exceed such number as the Management Board may from time to time decide upon provided that in determining priority for the admission of new members, the following order should as far as possible be observed:
- the spouse of a Member;
  - the child of a Member;
  - a member of another class being entitled to a different class of membership.
- 8.2 The Management Board shall be empowered to institute a waiting list of all persons applying for membership of the Club.
- 8.3 Notwithstanding anything herein contained, the Management Board shall be entitled, at its discretion, to admit a member in what the Management Board considers to be exceptional circumstances subject always to the provisions as contained in this Constitution.

## **9 ADMISSION OF MEMBERS**

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- 9.1 The Registered Owner of a stand or a sectional title unit on the Estate, his spouse and immediate family, shall automatically qualify for owner social Membership and family Membership respectively. In the event that the Registered owner of a stand or sectional title unit is a created entity, then the owner social Membership attached to such entity, and the benefits of use flowing from such membership shall be exercised by a natural person nominated in writing by the Registered Owner. The family Membership shall then extend to the spouse and immediate family of such a nominated person.
- 9.2 A prospective member other than an owner social Member or family Member shall apply for membership in writing by completing the prescribed application form. The application form together with the entrance and subscription fee payable shall be handed to the Club's General Manager who shall arrange for a reference check to be carried out at any other clubs the prospective member is, or has been, affiliated to. The name of the applicant shall be posted on the Club notice board for a period of at least 14 days. Any Member who objects to the election of the applicant as a member shall make such objections in writing to the Management Board who shall treat such communication as confidential and shall take cognisance thereof when considering the application.

- 9.3 If any member of the Management Board should consider any applicant as undesirable, or if any written objections have been received by the Management Board, the applicant shall be advised of the nature of the objections and be given such time as the Management Board shall determine to reply thereto, after which the application for membership shall be considered at the next Management Board meeting.
- 9.4 A prospective member may make use of the Club facilities until the Management Board have considered his application; provided that the applicable entrance and subscription fee payable have been received.
- 9.5 Each newly elected Member shall be notified of his acceptance and shall be bound by the Constitution and bye-laws of the Club.

## **10 RESIGNATION**

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- 10.1 Resignation from the Club must be in writing addressed to the General Manager of the Club and must be received by him not later than the last day of January in any year, failing which the Member will be liable for the subscription for the ensuing financial year. The Management Board may however in its absolute discretion release a Member from his obligation to pay such subscription, on good cause shown by the Member.
- 10.2 Owner Members may not resign whilst they remain Registered Owners of property on the Estate.

## **11 BREACH OF CONSTITUTION AND/OR BY-LAWS**

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- 11.1 A Disciplinary Committee consisting of 3 persons, 1 of whom shall be designated as chairperson, shall from time to time be appointed by the Management Board to preside over cases where disciplinary action may be required; provided that 2 members of the Disciplinary Committee shall not be members of the Management Board and may include one person who is not a member of the Club.
- 11.2 In the event of a breach by a Member of the provisions of this Constitution or of the bye-laws of the Club, or in the opinion of the Management Board, if a Member be charged-with conduct unbecoming, or conduct prejudicial to the interest or reputation of the Club, either in or out of the Club, he shall be called to appear before the Disciplinary Committee. Failing his attendance before the Disciplinary Committee or explanation acceptable to the Disciplinary Committee, the Disciplinary Committee shall impose such ruling as it, in its

discretion, deems fit. Without limiting the Disciplinary Committee, the ruling may consist of a suspension, expulsion, caution or reprimand.

- 11.3 On receiving a ruling from the Disciplinary Committee, the Management Board shall put into effect such ruling without any reason being assigned by the Management Board. A statement of the ruling and a brief description of the incident giving rise to the disciplinary hearing may be posted on the Club notice board and may be inserted in the Club notices.
- 11.4 A ruling by the Disciplinary Committee shall not take effect unless passed by a two-third majority at a meeting of the Disciplinary Committee.
- 11.5 A Member who is called to appear before the Disciplinary Committee may be assisted by his legal representative.
- 11.6 Any ruling of the Disciplinary Committee may be appealed. The appeal will be handled by means of a special sitting of the Management Board.

## **12 REINSTATEMENT OF MEMBERSHIP**

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- 12.1 The Management Board shall have the power to readmit members who for any reason have relinquished membership of the Club, on such terms and conditions, including the waiving of the entrance fee, as it shall determine in each particular case.

## **13 INTRODUCTION OF GUESTS**

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- 13.1 Members may introduce guests accompanied by such Member to the Club premises, subject to the bye-laws relating to guests from time to time.
- 13.2 No Member shall introduce, at any time, as a guest any person who has been expelled from the Club or who has had his application for membership rejected.
- 13.3 The Management Board shall have the power to permit, limit or prohibit the admission of guests on special days or in connection with any specific Club function.
- 13.4 A Member shall at all times assume responsibility towards the Club for the conduct and behaviour of such guests.

## **14 ENTRANCE FEES, ANNUAL SUBSCRIPTIONS AND PAYMENT OF ACCOUNTS**

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- 14.1 There shall be no entrance fee for an owner social Member or family Member.
- 14.2 The entrance fee for members, other than owner social Members and family Members, shall be such sum as the Management Board shall from time to time determine. The Management Board shall have the right from time to time in its absolute discretion to waive entrance fees, or determine the manner of their payment.
- 14.3 All subscriptions shall be in respect of the financial year of the Club and shall be payable in advance, except for owner social Members which shall be paid monthly by the Centurion Residential Estate Home Owners Association on behalf of all owner social Members. The Management Board shall have the right from time to time in its absolute discretion to allow subscriptions to be paid by instalment and to determine the manner of such payments.
- 14.4 New members shall pay the applicable subscription as from the 1<sup>st</sup> of the month in which membership is applied for. Annual subscriptions will be prorated on a monthly basis.
- 14.5 A Member who has not paid his subscription within three months after it became due and payable shall be advised in writing that his membership is terminated and such a member, should he be interested in reapplying for membership, must do so through the membership application process as detailed in Section 10 of the Constitution and if approved also pay the new entrance fee.
- 14.6 Any Member who during the year changes his category of membership shall become liable for any increase in subscription, but will only be entitled to any decrease for that unexpired portion of the financial year of the Club at the sole discretion of the Management Board.
- 14.7 Every Member is required, before leaving the Club premises, to pay for or acknowledge every expense incurred by him in the Club.
- 14.8 All amounts other than annual subscription fees owing by a Member are due and payable on demand. Should an account not be settled the Member shall not be allowed to vote at any Club meeting nor shall he be allowed to partake in any affairs of the Club whatsoever, until such time as the account is settled, without prejudice, however, to such other rights as the Management Board may have in terms of this constitution and/or the law.
- 14.9 Members shall not be entitled to any rebate of or reduction of subscription by reason of absence of any kind or for any reason, provided however, that the Management Board

may in its discretion in the case of continued illness or infirmity of a Member, or in exceptional circumstances, waive a part of the subscription.

## **15 MANAGEMENT BOARD**

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- 15.1 The Management Board shall be the custodian of the long term sustainability of the Club. It shall take the fiduciary responsibility of the Club and manage the Club in an effective and efficient way. The members of the Management Board shall apply ethical and effective leadership and adopt a stakeholder inclusive approach that balances the needs, interests and expectations of all material stakeholders in the best interest of the club over time.
- 15.2 The Management Board shall ensure the Club complies with the requirements of the South African Revenue Services at all times.
- 15.3 The Management Board of the Club shall consist of natural persons only and shall comprise of:
- 15.3.1 a President, who shall be an owner Member of the golf sub-section but may not be a golf Club Captain, elected by the Voting Members of the Club and;
  - 15.3.2 the golf Club Captain and;
  - 15.3.3 two members, who shall be owner Members of the golf sub-section, elected by the Voting Members of the Club and;
  - 15.3.4 two owner Members elected by the Voting Members of the Club and;
  - 15.3.5 one owner Member designated by the Centurion Home Owners Association and;
  - 15.3.6 the General Manager of the Club. The General Manager shall have no voting rights in the Management Board meetings.
- 15.4 If at any meeting of the Management Board the President is not present at the time when the meeting is held, the members of the Management Board present may choose one of their number to preside over the meeting.
- 15.5 Any vacancy occurring in the Management Board shall be filled by the Management Board co-opting a member to fill such vacancy until the next AGM when he shall retire and be eligible for re-election. The Management Board member, thus appointed, shall accept the full duties and responsibilities of an elected member, but without voting rights at the Management Board.

- 15.6 The office of an elected member of the Management Board shall become vacant if such member should resign at any time, or retire at the end of his term of office, or for any other reason should no longer qualify for membership of the Management Board. Any member of the Management Board absenting himself from two consecutive meetings without apology shall ipso facto cease to be a member of the Management Board.
- 15.7 The Management Board shall have the power to act notwithstanding any vacancy or vacancies on the Management Board, but if and so long as the number of members on the Management Board is reduced to less than four, the Management Board may act for the purpose of convening a general meeting of Members, but for no other purpose.

## **16 MEETINGS OF THE MANAGEMENT BOARD**

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- 16.1 The Management Board shall meet at least ten times per annum.
- 16.2 Business arising at any meeting shall be decided by the majority of votes of the members present.
- 16.3 A member of the Management Board may, after giving reasonable notice thereof, at any time summon a meeting of the Management Board to discuss the business for which such meeting was called.
- 16.4 The quorum for a meeting of the Management Board shall be 4 (four).
- 16.5 The procedure at a meeting of the Management Board shall be determined by the Chairperson.
- 16.6 In the event of the equality of votes, the President shall have a casting vote in addition to his deliberative vote.
- 16.7 The Management Board shall ensure that minutes of proceedings and all resolutions be kept in a minute book provided for that purpose. Any such minute being signed by a person purporting to be the Chairperson of a subsequent meeting of the Management Board or a subcommittee as the case may be, shall be prima facie evidence that the proceedings were regular and took place at a meeting duly called, constituted and held.
- 16.8 The Management Board shall ensure that policy decisions and resolutions be kept in a policy book provided for that purpose. Any such entry being signed by a person confirmed to be the Chairperson of a subsequent meeting of the Management Board or a sub-

committee as the case may be, shall be sufficient evidence that the policy decision took place at a Management Board meeting duly called, constituted and held.

## **17 ELECTION OF MEMBERS OF THE MANAGEMENT BOARD**

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- 17.1 Nomination of candidates who are to be elected to the Management Board shall be in writing, signed by two Voting Members of the Club as proposer and seconder, as well as the nominee, indicating his acceptance, and, together with a photograph and curriculum vitae of the nominee, shall be delivered to the General Manager at least 21 days prior to the date of the next ensuing AGM.
- 17.2 To accept the fiduciary duties of the Management Board, nominees must be fully familiar with the terms of this Constitution.
- 17.3 Retiring members of the Management Board shall be eligible for re-election.
- 17.4 If more candidates are nominated than the number of vacancies, the election shall be by ballot. Ballot boxes and ballot papers shall be available in the General Manager's office and such other places as may be determined by the Management Board from 08h00 to 18h00 daily from a date 8 days prior to the AGM until one hour before commencement on the day of the AGM.
- 17.5 Ballot papers shall only be issued to persons as represented on the Voters Roll.
- 17.6 Members of the Club voting for the election of members of the Management Board shall be entitled to cast any number of votes provided that the number of votes so cast shall not exceed the number of vacancies to be filled and provided further that not more than one vote may be cast for any one candidate.
- 17.7 The ballot boxes shall be under the control of the General Manager who shall open them and count the votes in the presence of two scrutinisers nominated by the AGM who shall not include any nominees.
- 17.8 Where two or more candidates have received an equal number of votes, the Voting Members present at the AGM shall elect one of the nominees concerned by means of a show of hands.

17.9 The members of the Management Board shall hold office for a period of two years with effect from the AGM at which they took office.

17.10 The Centurion Home Owners Association shall appoint one member to the Management Board.

## **18 QUALIFICATION FOR NOMINATION TO THE MANAGEMENT BOARD**

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18.1 Save for the General Manager and the Golf Club Captain, a person shall not be elected, designated or hold office as a member of the Management Board unless he/she owns a stand or sectional title unit on the Estate.

18.2 Ownership of a stand or sectional title may be held by juristic persons, including for profit companies and trusts, it is required that such entity shall nominate (in writing, by notice to the Club) one natural person to exercise the rights of membership on its behalf. Persons nominated in this fashion shall also be eligible for nomination to the Management Board and for as long as such ownership or such nomination on behalf of a created entity remains.

## **19 LONG TERM STRATEGY**

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19.1 The Club must maintain a Long Term Strategic Plan to guide Management Board decisions. This long term strategy need to cover both the Centurion Residential Estate Sports and Social Club as well as the Centurion Country Club (Pty) Ltd.

### Content of the Long Term Strategic Plan:

19.1.1 A vision, mission and a value statement.

19.1.2 A SWOT analysis with a risk register. The risk register must be updated yearly by the Management Board.

19.1.3 A development plan for the various assets including the golf course as well as the clubhouse and cover the following:

- new facilities that are envisaged over the multiyear period;
- material Items that will require significant upgrade or maintenance expenditure over the multiyear period.

- 19.2 The plan must be integrated into the financial plan of the Club and the Centurion Country Club (Pty) Ltd respectively, showing the funding requirements and reserves required by each entity.
- 19.3 The Long Term Strategic Plan must be approved annually by the Members at the AGM. The Management Board must obtain Member's approval for a new plan before altering expenditure in any given year.

## **20 POWERS OF THE MANAGEMENT BOARD**

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- 20.1 All powers of the Club vested in the Management Board shall be derived from this Constitution, the Long Term Strategic Plan and budget, which need to be presented and approved by an AGM or SGM.
- 20.2 The Management Board shall take the responsibility for the long term sustainability of the Club. It shall take the fiduciary responsibility of the Club and ensure that the Club is managed in an effective and efficient way.
- 20.3 The Management Board shall give a mandate to the General Manager to operate the Club on a daily/weekly/monthly and yearly basis within the ambit of the instructions of the Management Board and approved budget. The General Manager shall report to the Management Board on a regular basis, in particular at the monthly meetings of the Management Board. Management Board members shall actively monitor the performance and execution of tasks and responsibilities of the General manager and shall guide, instruct and oversee the execution of any portfolio matters that such Management Board Member/s may be tasked with.
- 20.4 In addition to the powers and duties specifically allocated to the Management Board in this Constitution and in addition to the mandate given to the General Manager, the Management Board shall have the power to:
- 20.4.1 approve the opening and operating of such bank accounts or savings accounts with banking and other financial institutions as may be determined;
  - 20.4.2 approve the initiating or defending of any legal proceedings in the name of the Club;
  - 20.4.3 pass, amend or rescind bye-laws for the regulation of the Club, provided that all such bye-laws, amendments and rescissions shall be posted on the Club notice board for such period of not less than 14 days before they come into force;
  - 20.4.4 determine the entrance fees, annual subscriptions and levies from time to time;
  - 20.4.5 prescribe additional charges and fees for Members joining the various sport or social sections of the Club and to vary such fees from time to time;

- 20.4.6 arrange, vary and determine, from time to time, terms of reciprocity with other clubs;
- 20.4.7 approve the purchase and acquisition by the Club of any movable or immovable property which the designated Management Board may deem necessary or desirable for the purpose of the Club and contained in the Long Term Strategic Plan;
- 20.4.8 deal with any Member who shall owe money to the Club in the manner set out in this Constitution, including the right to take legal action for the recovery of such money;
- 20.4.9 authorise, by resolution, any members of the Management Board to sign on behalf of the Club all power of attorney, contracts, agreements or other deeds or documents requiring signature on behalf of the Club;
- 20.4.10 give a mandate to the General Manager to appoint, such employees, as it may from time to time think fit and shall determine their duties, fix their salaries or emoluments and to pay them out of the funds of the Club, in accordance with the budget;
- 20.4.11 give a mandate to the General Manager to dismiss or suspend any member of personnel after following due procedures;
- 20.4.12 invest and deal with any monies of the Club not immediately required for the purpose of the Club upon such security and on such terms and conditions as the Management Board may deem fit provided that no investment shall be made in any business, profession or occupation which is carried on by any of the Club's Members, staff or office bearers;
- 20.4.13 borrow and raise money in the normal course of business and on such terms and conditions as the Management Board may deem fit;
- 20.4.14 pledge any of the Club's assets as collateral on such terms and conditions as the Management Board may deem fit;
- 20.4.15 co-opt not more than two members to serve on the Management Board for a specified period or mandate, provided that such co-opted members shall not be eligible to vote at a meeting of the Management Board.

## **21 SUB-COMMITTEES AND CLUB COMMITTEES**

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- 21.1 The Management Board takes overall fiduciary responsibility for the operations and long-term sustainability of the Club.
- 21.2 Sub-committees reporting to the Management Board
  - 21.2.1 The Management Board shall mandate an audit and risk sub-committee to continuously monitor the major risks for the Club.
  - 21.2.2 The audit and risk sub-committee shall review the statutory financial reports to be submitted to the authorities and recommend to the Management Board its acceptance

of such reports. Only based on the recommendation from the audit and risk sub-committee shall the Management Board table the financial reports for approval by the AGM.

21.2.3 The audit and risk sub-committee shall also regularly assess the major risks facing the Club and submit a risk management report to the Management Board twice a year.

21.2.4 The audit and risk sub-committee shall be chaired by an independent chairman, who has no role in the management of the Club and be governed by a charter, defining its purpose, modus operandi and elected members of the sub-committee.

The Management Board may institute any ad-hoc sub-committee for a limited purpose or a limited amount of time as it may see fit.

### 21.3 Club committees

21.3.1 The Club will consist of sub-sections for golf, sport and social activities. The golf sub-section shall report to the Management Board and other sub-section committees to the General Manager. Each such club committee shall be governed by a charter, defining its purpose, modus operandi and elected members of the club committee.

In the event of any other activity, the committee which relates to such activity and which committee's name shall be determined by the Management Board.

21.3.2 Each sub-section shall adopt its own bye-laws which shall regulate the activities of that particular section and which shall be approved by the Management Committee.

21.4 Each sub-section shall annually hold a meeting at least 30 days prior to the AGM to elect a club committee for the management of its own affairs. Nominations for elections shall be in writing signed by two Voting Members of the sub-section concerned as well as the candidate, and shall be posted on the Club's notice board and in addition, as far as possible, communicated to Members electronically at least 14 days prior to the meeting.

21.5 The composition and election of sub-section committee members shall be in accordance with the relevant sub-section's bye-laws.

21.6 The minutes of the proceedings of the various sub-section committees shall within 14 days after any meeting of such a sub-section committee be forwarded to the General Manager who shall submit it to the Management Board for its information and action where necessary.

21.7 A sub-section committee shall be entitled to make any submission to the Management Board, whether in writing or orally.

## **22 MANAGEMENT STRUCTURE**

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22.1 The management structure of the Club shall be effective and efficient. Each staff member shall have clear roles and responsibilities.

22.2 The day-to-day operation of the Club shall be led and managed by a General Manager.

The General Manager:

22.2.1 is responsible for managing all operational activities in a manner friendly to the environment;

22.2.2 is responsible for the implementation of the Club vision and Long Term Strategic Plan and facilitate the strategic analysis and planning as instructed and guided by the Management Board;

22.2.3 shall lead and manage all club staff, who report to the General Manager and all operational volunteers;

22.2.4 shall ensure the Club facilities are maintained to the highest standards;

22.2.5 shall develop and propose to the Management Board budgets in respect of Club facilities and services;

22.2.6 shall implement the yearly budget and make written timely and accurate monthly reports to the Management Board on financial outcomes.

22.3 The organisational structure of the Club shall include clear responsibilities and standard operational procedures for at least the following functions:

22.3.1 finance

22.3.2 golfing management

22.3.3 food and beverage management

22.3.4 golf course management

22.3.5 facilities management

22.3.6 events management

22.3.7 human resources management

22.3.8 marketing

22.3.9 legal support

The Management Board may add operational functions as they deem appropriate.

22.4 The detailed organisational structure shall be developed by the General Manager and approved by the Management Board.

22.5 The General Manager is a member of the Management Board. In this capacity the General Manager is participating in and supporting activities initiated by the Management Board when needed.

## **23 FINANCES**

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### 23.1 Books of Account

Proper books of account of the affairs of the Club shall be kept and such books, together with all other papers and documents connected therewith or relating to the Club business or affairs, shall be kept at the Club and shall be available during normal business hours, to all members of the Management Board. No person shall have the right to inspect the books, papers or documents relating to the affairs of the Club except as authorised by the Management Board.

### 23.2 Policies and Procedures

The General Manager and the staff of the Club shall be controlled by policy and procedures. The following shall as a minimum be addressed in the Club's policies and procedures:

#### 23.2.1 Financial policies and procedures:

The General Manager and the Management Board shall implement financial control systems and the appropriate separation of duties for the financial support functions, it shall in addition implement a procurement policy, stock control policy, expenditure policy and regulate the management of bank accounts and signatories. All policies will be required to be approved by the Management Board.

All monies paid to the Club shall as soon as possible after receipt, be deposited with such banking or financial institution as the Management Board may from time to time decide and shall be withdrawn from time to time as may be required and in such a manner as the Management Board may decide. All documents and procedures relating to banking business and authorising access to bank accounts shall be signed and countersigned by such persons as the Management Board may, from time to time authorise.

#### 23.2.2 Auditors

The accounts and books of the Club shall be audited at least annually by a registered auditor, not being a member of the Management Board, who shall be appointed by the Members of the Club at the AGM.

### 23.2.3 Financial Year

The financial year of the Club shall be from 1 March to 28 February.

## **24 ANNUAL GENERAL MEETING**

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- 24.1 It shall be incumbent upon the President to ensure that an AGM of Members is held every year within 90 (ninety) days after the end of the financial year, on such date and at such venue as may be determined by the Management Board.
- 24.2 Notice of an AGM shall be posted on the Club notice board, and in addition, as far as possible, communicated to Members electronically, not later than 30 (thirty) days prior to the date of such meeting.
- 24.3 Members are permitted to submit to the General Manager items for inclusion on the agenda of the AGM not later than 21 days prior to the date of the meeting.
- 24.4 The agenda of business to be conducted at the AGM, the financial statements and the President's report, shall be posted on the Club notice board and in addition, as far as possible, communicated to Members electronically, not later than 14 (fourteen) days prior to the date of the meeting.
- 24.5 The President, and in his or her absence, a person elected by the Voting Members, shall serve as Chairperson at AGM's.
- 24.6 The quorum for an AGM shall be 25 fully paid-up Voting Members present and entitled to vote. If such quorum is not present at the time appointed for the meeting, the meeting shall stand adjourned for 30 (thirty) minutes from the appointed hour. At such adjourned meeting the Voting Members present shall constitute a quorum.
- 24.7 No business other than that for which due notice has been given shall be transacted at the AGM.
- 24.8 Business to be conducted at the AGM shall be:
- 24.8.1 to receive from the President the annual report on the activities of the Club for the period under review;
  - 24.8.2 to consider the audited financial statements of the affairs of the Club for the previous financial year and elect auditors for the ensuing year;
  - 24.8.3 to elect the required number of members to the Management Board;

24.8.4 approve the updates and amendments to the Club's Long Term Strategic Plan as presented by the Management Board;

24.8.5 to transact such business of which due notice has been given.

## **25 SPECIAL GENERAL MEETING**

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25.1 The Management Board may at any time call a SGM and it shall also do so on written request to that effect signed by not less than 50 paid up Voting Members stating the object of such meeting and lodged with the General Manager of the Club.

25.2 Notice of a SGM shall be posted on the Club notice board and in addition, as far as possible, communicated to Members electronically, not later than 14 (fourteen) days prior to the date of such meeting.

25.3 The agenda of business to be conducted at the SGM shall be posted on the Club notice board, and in addition, as far as possible, communicated to Members electronically, not later than 14 (fourteen) days prior to the date of the meeting. No business other than that which is specified shall be transacted at the Special General Meeting.

25.4 The quorum for a SGM shall be 25 fully paid-up Voting Members present and entitled to vote. If such quorum is not present at the time appointed for the meeting, the meeting shall stand adjourned for 30 (thirty) minutes from the appointed hour. At such adjourned Meeting the Voting Members present shall constitute a quorum.

25.5 The President, and in his or her absence, a person elected by the Voting Members shall serve as Chairperson at SGM's.

## **26 AMENDMENTS TO THE CONSTITUTION**

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26.1 The Constitution of the Club shall not be altered except at a SGM called for the purpose, and no alteration shall be made to the Constitution unless supported by not less than 67% (sixty seven percent) of the total votes of those present and eligible to vote.

26.2 In the event of any amendment to the Constitution, the Management Board shall ensure that an updated document is submitted to the South African Revenue Services within 30 (thirty) days of the amendment.

## 27 RESERVED MATTERS

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- 27.1 The Management Board shall not have the power or authority to give effect to a Reserved Matter, unless that Reserved Matter has been approved through a Special Resolution.
- 27.2 Any commitment to, or implementation, amendment, cancellation or termination by the Management Board of, any of the following agreements, resolutions, transactions or other matters, will be deemed, for all purposes of this Constitution, to be a Reserved Matter:
- 27.2.1 amend this Constitution;
  - 27.2.2 ratify actions by the Management Board in excess of its authority;
  - 27.2.3 authorise the basis for any compensation to members of the Management Board;
  - 27.2.4 approve the voluntary winding up of the Club;
  - 27.2.5 the sale, donation, alienation, transfer, licence, lease or any other form of disposal or encumbrance in any manner of the whole or substantially the whole of the undertaking of the Club or of any of the material assets of the Club, and the terms and conditions of any such sale, donation, alienation, transfer, licence, lease or any other form of disposal or encumbrance;
  - 27.2.6 the furnishing by the Club of any guarantee, suretyship or any other form of intercession outside the ordinary course of business and the ambit of the Long Term Strategic Plan;
  - 27.2.7 the cessation, suspension or abandonment of any material activity conducted by the Club;
  - 27.2.8 the acquisition by the Club of any material business or undertaking for any consideration of any nature or the acquisition by the Club of any material assets of any nature outside the ordinary course of business or the acquisition by the Club of shares and/or claims and/or like interest in any undertaking, and the terms and conditions of any such acquisition;
  - 27.2.9 any material change in any of the Club's accounting policies;
  - 27.2.10 a material increase of any existing credit facilities enjoyed by the Club in terms of the agreed Long Term Strategic Plan;
  - 27.2.11 any material diversification, change or restructure of the activities of the Club;
  - 27.2.12 the incurring by the Club of any liability other than in the ordinary course of conduct of the Club's activities and outside the ambit of the Long Term Strategic Plan;
  - 27.2.13 the entering into, renewal or modification, of any contract or transaction by the Club outside the ordinary course of business;
  - 27.2.14 the creation or issue by the Club of any debt instruments;

27.2.15 any mortgage, pledge, notarial bond or other lawful encumbrance over any of the material assets of the Club;

27.2.16 any agreement between the Club and -

any of its Management Board members or a person that is related or inter-related to a Management Board member; or

any Club or entity or trust in which any of its Management Board, officers or employees has a direct or indirect beneficial interest or which is directly or indirectly beneficially owned or controlled by any of its Management Board, officers or employees;

27.2.17 the borrowings of any material amounts of money or the procurement of any material borrowings of any nature from third parties and the giving of any material security by the Club (and the determination of and any variation of the terms and conditions thereof) for any such borrowings;

27.2.18 the approval and finalisation of the Club's audited financial statements;

27.2.19 to abandon, waive, write off or compromise any material debt due to the Club or any claim accruing to the Club;

27.2.20 to perform or permit any act which could result in the attachment and/or sale in execution of any of the Club's assets.