

CONSTITUTION OF THE
ST. JAMES SPORTS CLUB

The Club House Caribbean Beach Club Kosmos, Extension 2 1.

1. DEFINITIONS

In the interpretation of this Constitution, unless the context otherwise indicates:

- 1.1 Marina and boating facilities shall mean the in-land man made harbour, floating jetties, launch facilities and secured boat park.
- 1.2 CBCHOA shall mean the Caribbean Beach Club Home Owners Association NPC Registration Number 1996/009972/08.
- 1.3 Club shall mean the St. James Sports Club
- 1.4 Erf or erven shall mean an erf or erven in the township or where the township is a sectional title complex;
- 1.5 Executive Committee shall mean the Executive Committee appointed or elected in terms of 10 hereof;
- 1.6 Leisure facilities shall mean tennis courts, swimming pools, picnic area, clubhouse, restaurant and pub, squash court and 9-hole golf course or any other leisure facility that may be constructed in the future;
- 1.7 Member of the Executive Committee shall mean a member who is also member of the Executive Committee;
- 1.8 Non-owner shall mean any person who is not a registered owner of a Sectional Title Unit or an erf in the township;
- 1.9 Owner shall mean a Member who is a registered owner of a Sectional Title Unit or an erf in the township.
- 1.10 Property shall mean a registered Sectional Title Unit or Erf, developed or vacant, capable of having a registered title;
- 1.11 Township shall mean Kosmos Extension2, township of Kosmos extension 5, township of Kosmos Extension 4, Royal Pavilion sectional title complex, Cotton Club sectional title complex and Turtle Creek sectional title complex;
- 1.12 Words importing the singular number only shall include the plural, and the converse shall also apply and words importing any one gender shall include the other gender;
- 1.13 The headings are provided for convenience only and not to be taken into account in the interpretation of the Constitution;
- 1.14 When a number of days is prescribed in this agreement, they are business days as prescribed by the Company's Act and must be calculated exclusively of the first and inclusively of the last day, excluding Saturdays, Sundays or Public Holidays;

- 1.15 When a number of days is prescribed in this agreement, they are business days as prescribed by the Act and must be calculated exclusively of the first and inclusively of the last day, excluding Saturdays, Sundays or Public Holidays;
- 1.16 Where figures are referred to in numerals and words, if there is any conflict between the two, the words must prevail.
- 1.17 Where notice needs to be given in terms of this Constitution, notice may be published by the Club to any Member, by any Medium convenient to the Committee;
- 1.18 The onus remains with the Member to inform the Secretary of any change in his email, facsimile / telephone number or postal address and to receive written acknowledgement of receipt. In the event that a Member does not receive written acknowledgement of receipt from the Club, the change will not be effective against the Club;
- 1.19 The principal guiding and overriding document that controls and gives effect to this Constitution is the Caribbean Beach Club Home Owners Association NPC Memorandum of Incorporation;
- 1.20 Reference to a party includes that party's successors and permitted assigns;
- 1.21 Annexures to this memorandum are an integral part of it.

2. THE NAME

The name of the Club shall be the St. JAMES SPORTS CLUB.

3. OBJECTS

The objects of the Club shall be to administer, control and maintain the boating and leisure facilities on the property and the golf course for the benefit of all Members and to promote the interest of the Members.

4. CREATION AND COMMENCEMENT

The Club shall commence on 1 January 1998 and shall thereafter continue indefinitely. The Club may only be terminated by a resolution of 75% of the Members of the CBCHOA.

4.1 The St James Sports Club and CBCHOA are inextricably linked. Although the financial information shall be accounted for separately the information shall be operated in one accounting program and shall share the same meetings both Annual and General Meetings and have the same control structure.

5. MEMBERSHIP

5.1 Membership of the Club shall be limited to the members of the CBCHOA;

5.2 Only upon the registered transfer of an Erf or Unit from the seller to the purchaser shall the new owner become a Member of the Club. Membership shall become operative from the date of registration of transfer. Membership shall be limited to persons who are reflected in the records of the relevant Deeds Registry as the registered owners of any erven or units on the Property in terms of the Deeds Registry Act No.17 of 1937, and shall include any Body Corporate in respect of any Sectional Title Scheme registered upon the Property;

5.3 A non-owner shall not be entitled to Membership of the Club except as provided for in Clauses 5.3.1 and 5.3.2 below;

- 5.3.1 A tenant may own and store a boat in the boat yard provided the Landlord gives written permission for the tenant to store the boat in the boat yard and the landlord agrees in writing to accept the boat yard rental charges on his levy account.
- 5.3.2 A tenant shall not be allowed to launch his boat in the harbour controlled by CBCHOA unless his landlord agrees, in writing, that the tenant may enjoy the full Marina facilities to the absolute exclusion of the Landlord even if the landlord also has a watercraft. The tenant shall also sign a declaration acknowledging written permission and agree to the rules of the Marina and Estate in this regards. Such acknowledgement shall include the tenant's liability, at all times, in relation to his family, guests and employees and the Marina and Dam regulations.
- 5.3.3 A Non-owner may become a member of the Golf Club under the specific terms of the Sandy Lane Constitution but shall not be a member of the St James Club but shall be subject to not only the provisions of the golf club constitution and its rules but also to the disciplinary provisions of this Constitution.
- 5.4 Only one registered owner shall be entitled to Membership of the Club. Where a property is registered to more than one person or Partnership, Fractional Title Holder, Company or Trust, only one person nominated by the other parties legally entitled to make such nomination to give effect to clause 5.6, shall be entitled to Membership for the purpose of satisfying the provision of clause 5.2;
- 5.5 Membership shall continue and no resignation by an owner shall be permitted other than as contemplated in 5.8;
- 5.6 Where any erf is owned by more than one person, all the registered owners of that erf shall together be deemed as to be one Member of the Club and have the rights and obligations of one Member of the Club, provided, however, that all co-owners of any erf shall be jointly and severally liable for the due performance of any obligation to the Club.
- 5.8 No Member shall sell, transfer or otherwise cease to be an owner of his erf until the date on which transfer of such erf is registered in the name of the purchaser. An owner shall automatically cease to be a Member on date of transfer of the erf to the purchaser or transferee.
- 6. HONORARY MEMBERSHIP
- 6.1 Honorary life membership is granted to the following members and their spouse and immediate biological Children-
 - 6.1.1.1 Tommy Redmond
 - 6.1.1.2 Peter Redmond
 - 6.1.1.3 Gary Hartogh
- .2 Honorary life membership shall entitle the members and/or their spouse and immediate biological Children to use all facilities free of charge and such membership shall be exempted from paying any subscription fees, levies or similar fees.
- 7. RIGHTS OF MEMBERS
- 7.1 Members and their immediate families shall be entitled to the use of the boating and leisure facilities and the golf course, subject to the rules made by the Executive Committee and legislative restrictions as enacted from time to time.
- 7.2. Members shall have no rights in the property or other assets of the Club.
- 8. DUTIES OF MEMBERS

8.1 Each Member shall:

8.1.1 Abide by the Constitution and adhere to the rules proclaimed by the Executive Committee from time to time;

8.1.2 At all times adhere to the Rules of the Royal and Ancient Golf Course of St. Andrews when using golf facilities;

8.1.3 At all times adhere to the Rules governing the use of the Marina and boat yard as well as full compliance with The South African Safety Authority (SAMSA) Marine Notice 13 of 2007 as well as the Merchant Shipping (National Small Vessel Safety) Regulation, 2007 (as amended) for Inland or Offshore Water.

8.1.4 Pay the annual subscription fees as may be levied by the Executive Committee.

9. ALTERATION OF CONSTITUTION

Any of the provisions of this Constitution may be repealed, changed or added to in a manner by resolution of 75% of the Members present (in person or by proxy) at a General Meeting of Members: provided 15 [fifteen] days' notice of any proposed alteration shall first have been given to Members.

10. EXECUTIVE COMMITTEE

10.1 The management of the affairs of the Club shall be vested in an Executive committee consisting of the Directors of the CBCHOA. The Chairman of the CBCHOA shall be ipso facto be the President of the Club.

10.2 The President of the Club shall enforce observance of the Constitution of the Club, sign Minutes of Meetings after confirmation and generally exercise supervision over affairs of the Club and perform such other duties as by usage and custom pertain to the office. He shall have a deliberate vote and in the event of equality of voting, have a casting vote;

10.3 In the event of the President being unavailable, either temporarily or permanently, to perform his duties, the President shall appoint a nominee to act as President until the President is able to resume his duties or until the next election, as the case may be. Such acting President shall enjoy a casting as well as a deliberate vote. Should the President fail to appoint such a nominee, the Executive Committee shall elect an acting President;

10.4 The Executive Committee may fill any vacancy in their number or may co-opt an additional Member of the Executive Committee, provided that the number of Members of the Executive Committee shall not be less than 4 (Four) and not exceed 10 [Ten];

10.5 A member of the Executive Committee may appoint an alternative Member to act as his alternative on a temporary basis in his absence or inability to act as a Member of the Executive Committee;

10.6 Any person who has served 3 (Three) terms of office of 2 (two) years each as a Director (whether cumulative or successive) shall not be eligible for re-appointment as a Director for a period of 2 (Two) years, calculated from the date upon which such person last held office.

10.6 A Member of the Executive Committee shall cease to hold office as such:

10.6.1. If by notice in writing to the Executive Committee he resigns his office, or ceases to be a member of the CBCHOA or his nomination as a nominee for a member has been revoked or withdrawn;

10.6.2 if he is or becomes of unsound mind or on his death;

10.6.3 if he surrenders his estate as insolvent, or his estate is sequestrated;

- 10.6.4 if he is convicted of an offence which involves dishonesty;
- 10.6.5 if by Resolution of a General Meeting he is removed from his office, provided, however, the intention to vote upon the removal from his office is specified in the Notice Convening the Meeting;
- 10.6.6 if he or she becomes, in terms of Section 218 or Section 219 of the Companies Act 1973, disqualified from being appointed or acting as a director of a company.

11. MEETING OF THE EXECUTIVE COMMITTEE

- 11.1 The Executive Committee may give notice, convene meetings, meet together for dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that at least one meeting for each quarter of a calendar year shall be held;
- 11.2 Any member of the Executive Committee may at any time convene a meeting of the Executive Committee by giving not less than 5 [five] days' written notice of a meeting proposed by him, which notice shall specify the reason for calling such meeting, provided that in a case of urgency such shorter notice as is reasonable in the circumstances may be given;
- 11.3 At a meeting of the Executive Committee 4 (Four) of the Members of the Executive Committee from time to time shall form a quorum. If at any meeting a quorum is not present the Committee may not act, except in an emergency or to vote to appoint additional Members as may be necessary to bring the number of Members to the minimum number as prescribed in this constitution;
- 11.4 Committee Members may attend meetings using electronic communication provided they can be identified and can communicate without distortion. Such attendance can be considered as part of the quorum provided that the other three Members are present.
- 11.5 All matters at any meeting of the Executive Committee shall be determined by a majority of votes of the Executive Committee present and voting;
- 11.6 No Member of the Executive Committee shall be disqualified from voting in respect of any contract, proposed contract or any litigation or proposed litigation with the Club by virtue of any interest he may have therein, provided he declares in writing the nature and extent of his interest, which may thereupon be noted in the records of the meeting;
- 11.7 A resolution in writing signed by all the Members of the Executive Committee for the time being present in the Republic, and being not less than are sufficient to form a quorum, shall be as valid and effective as if it had been passed at a meeting of the Executive Committee duly convened and held.
- 11.8 Communication between Members on a "Round Robin" process through email shall be permitted provided that the email, comments and resolution is tabled at the next meeting, ratified and included in the minutes of that meeting.

12. POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE

- 12.1 The Executive Committee shall be responsible for the administration, control management and services required in the fulfillment of the objects of the club as defined in 3 hereof.

- 12.2 Subject to any restriction imposed on Members given at a general meeting of the Club, the powers and duties of the Executive Committee shall include the following:
- 12.2.1 the Executive Committee shall appoint a Secretary and other officials as they deem necessary;
 - 12.2.2 the appointment of the Secretary and other officials referred to in 12.2.1 may be terminated by either the Executive Committee or such officials or Secretary, as the case may be, on giving 3 [three] months written notice to the other party;
 - 12.2.3 The Secretary shall receive requisitions for meetings, conduct all correspondence of the Club, keep originals of letters received and copies of those dispatched and at each meeting of the Executive Committee and where appropriate, report on the correspondence which has taken place since the previous meeting; attend all meetings and record minutes of the proceedings; cause a register of Members to be kept and ensure that inter alia every Member's address, date of enrollment is recorded therein, and perform such other duties as the Executive Committee or a general meeting may direct. He/she shall attend all meetings of the Executive Committee and all general meetings, but shall not enjoy voting rights.
 - 12.2.4 To appoint for and behalf of the Club such agents, employees, auditors and part time managers as they deem fit in connection with the control, management and administration required in terms of this Constitution.
 - 12.2.5 To delegate one or more of their Members such of their powers and duties as they deem fit, and at any time to revoke such powers.
 - 12.2.6 To appoint from time to time such subcommittees as it may deem fit for the purpose of investigating and reporting on any matter referred to them by the Executive Committee.
 - 12.2.7 To open and operate a current account and savings account and investment account with a banking institution and to make such investments as they may deem fit.
 - 12.2.8 From time to time and in such a manner as they deem fit, to exercise all powers of the Club to borrow, raise or secure the payment of money, either with or without any specific security.
 - 12.2.9 To purchase, hire or otherwise acquire movable property for use in fulfilling the duties imposed on the Executive Committee in terms of this Constitution.
 - 12.2.10 To engage and dismiss any employee of the Club and to fix their conditions of employment and define their duties.
 - 12.2.11 To do all things reasonably necessary for the enforcement, management, control and administration devolving upon the Executive Committee in terms of the Constitution.
- 12.3 The Executive Committee is hereby empowered to ensure proper accounting practices are employed and ensure that the best practice model is diligently upheld.
- 12.4 A budget in reasonable detail, of the amount of the levy (the "budget") must be prepared by the Executive Committee not less than one month before the end of the Club's financial year, or as soon afterward as may be possible. The Executive Committee must publish a notice with the budget to the Members within 10 (Ten) days of adoption.
- 12.5 Once the estimate of expenditure has been approved as determined above, the Executive Committee shall raise the amount by levying subscription fees on the Members.

- 12.6 The funds of the Club shall be applied for the payment of expenses, the object of the Club and such other lawful purposes as may be decided upon by an Annual General Meeting or the Executive Committee.
- 12.7 The Executive Committee shall be entitled to create a reserve account for unexpected contingencies, and any balance available at the end of the financial year shall be transferred to the reserve fund account for future use by the Executive Committee, and cognizance shall be taken of the reserve account when preparing for the following estimate of expenditure.
- 12.8 All legal documentation and all instruments and electronic payments made on behalf of the Executive Committee shall be authorised by the appropriate Committee Member appointed by the President. All expenditure shall be made in terms of the approved budget and further controlled by the approved CBC Procurement Process.
- 12.9 The Executive Committee shall be entitled to institute legal steps for the collection of levies, entrance and subscription fees from Members who are in arrears with such payments or take steps to enforce compliance with any provisions of the constitution.
- 12.10 The Executive Committee shall be empowered to determine the rate of interest from time to time chargeable upon arrear subscription fees, provided that such rate of interest shall not exceed the rate prescribed from time to time under the National Credit Act, compounded monthly in arrears.
- 12.11 No member of the Executive Committee shall receive any remuneration or fee in payment of his services or time spent on the Executive Committee but shall be entitled to reimbursement for any actual costs of expenditure made in respect of any services or work done on behalf of the Executive Committee.
- 12.12 Subject to any restriction imposed or direction given at a General Meeting of the Club, the Executive Committee may from time to time make rules which may include house rules with regard to:
- 12.12.1 the conduct of any persons using the boating and leisure activities and the golf course and for the prevention of nuisance of any nature to any Member;
 - 12.12.2 the furtherance and promotion of any objects of the Club and/or for the better management of the affairs of the Club and/or for the advancement of the Members of the Club;
 - 12.12.3 procedural, administrative and disciplinary matters which are not inconsistent with the provisions of the Constitution.
- 12.13 In order to enforce any rules made by the Executive Committee in terms hereof and for the repayment of any debt due to the Club the Executive Committee may:
- 12.13.1 Notwithstanding that all levies owing by a Member are payable annually in advance, Members are afforded the indulgence to make payment of levies by way of monthly installments, and which levies are payable monthly in advance, on or before the first day of the month.
 - 12.13.2 Any Member failing to make punctual payment of any levies by way of monthly installments as stipulated in article 12.13.1 above, shall:
 - 12.13.2.1 Receive written notification and demand from the Company that if the outstanding monthly levy is not paid within 10 (ten) days from the date on which such notification was sent by the Company, the entire remaining balance of the annual levies payable for that

financial year as determined by the directors of the Company, shall become immediately due, owing and payable.

12.13.2.2 Written notification from the Company sent electronically by email to such email address as the Member has supplied the Company, will serve as sufficient notification to the Member concerned.

12.13.2.3 Should the Member fail to remedy the non-payment of the monthly levy owing within 10 (ten) days following delivery of notification to the Member as set out in Article 12.13.1.1 & Article 12.13.1.2 above, the Company shall be entitled to commence with the institution of legal proceedings against the Member for payment of balance of the annual levies payable for that financial year as determined by the Board of Directors of the Company, and shall also hold the Member liable for interest that accrues on such balance outstanding as from time to time until such date as full payment is made to the Company, together with all legal fees incurred by the Company and calculated on scale as between attorney and own client.

12.13.2.4 At all times it remains the sole responsibility of a Member to ensure that a Member's updated and correct contact particulars are held on record for by the Company.

12.13.3 impose a system of fines or other penalties.

12.14 The Executive Committee may in its discretion establish rules to govern the use of any single leisure facility as a separate section of the Club, including rules whereby such a section is controlled by a sub-committee. The rules whereby such a section operates shall always be subject to the provisions of this Constitution and the CBCHOA Memorandum of Incorporation.

13. GENERAL

13.1 The first General Meeting of Owners shall be held within 12 [twelve] months of creation of the Club.

13.2 Annual General Meetings shall be held once in every year, provided that not more than 15 [fifteen] months lapse between the date of one Annual General Meeting and the date of the next and no more than 6 (six) months after end of every financial year.

13.3 The financial year of the Club shall run from 1 March until 28 February the succeeding year.

13.4 All general meetings, other than Annual General Meetings shall be called General Meetings.

13.5 The Executive Committee may, whenever they think fit, and shall upon a request in writing made by 25% of the members, convene a General Meeting.

13.6 At least 10 [Ten] days' notice of any General Meeting, specifying the place, the date and the hour of the meeting, and in the case of special business, the general nature of such business shall be given to all the Members, which said notice must be published by any medium approved by Executive Committee.

13.7 The notice of General Meeting shall, if such General Meeting is to be an Annual General Meeting be accompanied by:

13.7.1 A report signed by the President reviewing the affairs of the Club for the past year;

13.7.2 A financial statement in conformity with general accepted accounting practice, of the affairs of the Club and its finances and transactions as at the end of the financial year concerned.

14. PROCEEDINGS AT THE GENERAL MEETINGS

14.1 No business shall be transacted at any General Meeting unless a quorum of Members is present, in person or by proxy, at the time when the meeting proceeds to business;

14.2 The quorum at a General Meeting shall be not less than 5% [5per centum] of Members entitled to be present either in person or by proxy;

14.3 If within 10 minutes of the time appointed for the General Meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, and if at the adjourned meeting a quorum is not present within one half-hour of the time appointed for the meeting, the Members present in person or by proxy and entitled to vote, shall be a quorum;

14.4 A member who is in arrears with his subscription shall not be entitled to vote at a General Meeting;

14.5 The President of the Executive Committee shall preside as Chairman at every General Meeting. Should the President of the Executive Committee be absent, or if he is unwilling to act as Chairman, the Members present shall elect one of the Executive Committee to be Chairman at the General Meeting.

15. VOTING AT GENERAL MEETINGS

15.1 At any General Meeting a resolution put to the vote of the meeting shall be decided on the show of hands, unless either prior to or on the declaration by the Chairman of the result of the show of hands, a poll is demanded by any person entitled to vote at such meeting.

15.2 Unless a poll be so demanded, a declaration by the Chairman that a resolution has, on the show of hands, been carried, shall be conclusive evidence of the fact.

15.3 If a poll is required or demanded, it shall be taken in such manner as the Chairman thinks fit, and the result of the poll shall be deemed to be the resolution of the meeting at which such poll was demanded.

15.3.1 Every member present in person or by proxy at a General Meeting of the Club shall be entitled to one vote;

15.3.2 Votes at a General Meeting may be cast either personally or by proxy, whether on a poll-or on show of hands;

15.3.3 An instrument appointing a proxy shall be subject to the proviso hereto, be in writing under hand of the appointed or his agent duly appointed in writing, and shall be deposited at the domicilium of the Executive Committee not less than 24 [Twenty four] hours before the meeting. The instrument appointing a proxy shall be valid for a period of 12 (Twelve) months from the date of its execution.

15.3.4 Every instrument of proxy shall be in the form depicted in terms of Annexure "A" ("Form of Proxy") to this Memorandum.

15.3.5 A member at any meeting of the Company shall be limited to a maximum of 3 (three) proxies in regard to the number of proxies per vote he may present and exercise, in addition to his or her own vote/s.

15.3.6 A vote given in accordance with the terms of a proxy, shall be valid notwithstanding the death of the principal, or revocation of the proxy, provided that no intimation in writing of the death or revocation shall have been received by the Directors at any time before a vote is taken in respect of which the proxy exercises such vote.

16. ANNUAL GENERAL MEETINGS

The following business shall be transacted at the Annual General Meeting:

- 16.1 The election of the Executive Committee;
- 16.2 The consideration of the financial statement and report of the Executive Committee and the President of the Executive Committee respectively and the auditor's report;
- 16.3 Any special business of which notice has been given.
- 16.4 The approval, with or without amendment, of the estimate of income and expenditure may be presented at a separate general meeting which may be closer to the beginning of the next financial year in line with proposed levy increases so as to better align with the CBC program.

17. REGISTRATION OF MEMBERSHIP

- 17.1 A register of Members shall be kept up to date by the Executive Committee. Such register shall show the name and address of each Member, his home address, and where applicable, telephone numbers.
- 17.2 No Member shall sell or dispose of an erf or unit in the township without a provision in the sale or disposal agreement that such sale is subject to the acquiree of such erf or unit is bound to become a Member of the Club.

18. LEGAL STATUS

- 18.1 The Club shall stand as a separate legal persona from its Members with perpetual succession and will have its domicilium citandi et executandi the following address:

THE CLUB HOUSE, CARIBBEAN BEACH CLUB, SIMON BEKKER DRIVE, KOSMOS EXTENSION 2
- 18.2 The Club shall be capable of entering into contractual and other relations and of suing and being sued in its name.
- 18.3 All assets of the Club and any property shall vest in and be registered in the name of the Executive Committee on behalf of the Club.

19. GENERAL

The following annexures form part of this Constitution and the Members are bound to the terms and requirements of this Constitution, the Annexures and the CBCHOA MOI. The Club and the Executive Committee acknowledge and accept the Sandy Lane Constitution and the Marina and Boat Yard Rules that are attached to this Constitution and that each and every amendment shall be approved by this

Committee prior to its implementation by the respective bodies. The Sandy Lane and Marina Rules shall also be ratified by the Members at a General Meeting.

19.1 Annexures

19.1.1 The Sandy Lane Golf Club Constitution

19.1.2 The Marina and Boat Yard Rules

Dated xx May 2021