

**PECANWOOD GOLF AND COUNTRY CLUB**

**GOLF AND COUNTRY CLUB RULES**



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PECANWOOD

ESTATE

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HOMEOWNERS ASSOCIATION

## 1. **INTRODUCTION**

- 1.1 The HOA has entered into a lease agreement with Country Heights Pecanwood Golf and Country Club (Pty) Ltd (Registration Number: 1996/013120/07) in terms of which the HOA leases the golf course and all related properties and recreational facilities (excluding any residential properties) and further in terms of which the HOA shall improve, maintain, operate, and manage the golf course and related facilities.
- 1.2 The Company shall conduct and regulate all activities relating to the golf course and related facilities for its own account.
- 1.3 The Company may, in terms of the Memorandum, make, repeal, amend and enforce rules for the use of the golf course and the related facilities.

## 2. **INTERPRETATION:**

In these Club Rules, unless the context clearly indicates a contrary intention, the following words and expressions bear a meaning assigned to them and cognate expressions bear corresponding meanings:

- 2.1.1 "Annual Subscription" means such amount payable annually by a Club Member to subscribe for the privileges of Club Membership, which shall be determined by the Board and which shall be due and payable on the first day of July each year;
- 2.1.2 "Boat Club" - the boat club as defined in the Memorandum and all its related facilities;
- 2.1.3 "the Club" – the Golf and Country Club to which these rules pertain;
- 2.1.4 "the Club Committee" - the committee as referred to below;
- 2.1.5 "Club Facilities" – the Golf Facilities and the Recreational Facilities, jointly;
- 2.1.6 Club Member any Person that has been duly admitted as a member to the Club in terms of these Golf and Country Club Rules;

- 2.1.7 “Club Rules” - these Golf and Country Club rules that are made by the Company from time to time;
- 2.1.8 “Designated Person” – the individual person designated as such in writing by a Juristic Person who is a Club Member;
- 2.1.9 “the Estate” – the estate known as the Pecanwood Estate;
- 2.1.10 “Estate Rules” – the rules of conduct of the Estate;
- 2.1.11 “Golf Facilities” - the golf course and all related golf facilities;
- 2.1.12 “Family Member” - an individual person’s spouse and unmarried children, who are under the age of 21 years and who are living at home and attending school, college, or university on a full-time basis;
- 2.1.13 “HOA” - the Pecanwood Estate Homeowners Association NPC (registration number: 1997/12330/08), a non-profit company with limited liability duly incorporated in terms of the laws of the Republic of South Africa. Any reference to the HOA shall mean a reference to the Subsidiary, if applicable;
- 2.1.14 “The Company” – Jaxson 654 PTY (Ltd)
- 2.1.15 “HOA Member” - a member of the HOA as defined in the Memorandum, or any individual person or juristic person who is the registered owner of a unit in the Sectional Title Scheme;
- 2.1.16 “In Good Standing” - means –
- 2.1.16.1 has paid all levies and charges due and payable to the HOA and/or the Club () and any interest thereon, or has made provision for payment thereof to the satisfaction of the HOA and/or the Club ();
- 2.1.16.2 has fulfilled any other financial obligation towards the HOA and the Club (), however and from whatever cause arising, or has made provision for the fulfilment of such financial obligation to the satisfaction of the HOA and/or the Club (); and

- 2.1.16.3 is not in breach of any provision of the Memorandum, the Estate Rules, or these Club Rules;
- 2.1.17 “Juristic Person” – a juristic person as defined in the Companies Act (Act no. 71 of 2008);
- 2.1.18 “Memorandum”- the Memorandum of Incorporation of the HOA;
- 2.1.19 “Registered Owner” - a Person who is, or Persons who are jointly, reflected in the record of the Deeds Office as the registered owner or joint owners of a stand in the Estate;
- 2.1.20 “Recreational Facilities”- the main club house, the tennis courts, the swimming pool, the village green, the health, and fitness centre, restaurant and bar area and all other recreational facilities, but excluding the Boat Club and all its facilities;

### 3. **NAME OF THE CLUB**

The name of the Club shall be “the Pecanwood Golf and Country Club”.

### 4. **STATUS OF THE CLUB**

- 4.1 The Club is a division of the Company, and is managed and operated by the Company.
- 4.2 Club Members shall not be liable for any debts, contractual obligations, or any other liabilities of the Company in respect of the Club and their liability towards the Company shall be limited to any amounts outstanding for subscriptions (in the case of Golf Members) and the Memorandum and Estate Rules (in the case of Golf Members and Social Members).
- 4.3 In the event of any conflict between these Golf and Country Club Rules and the Memorandum and/or the Estate Rules, the provisions of the Memorandum and the Estate Rules (as the case may be) shall prevail.

## 5. **OBJECTIVES**

The objectives of the Club are the following –

- 5.1 To operate, manage and maintain the golf course and the Club Facilities;
- 5.2 To collect and raise funds on behalf of the club by way of Annual Subscriptions, entrance fees, green fees, competition fees and sponsorships, and any other fees and charges that the Company may determine, to ensure the continued viability of the Club;
- 5.3 To take all actions necessary to further and/or attain, or ancillary to, the above objectives.

## 6. **LIABILITY OF CLUB MEMBERS**

The Company shall be solely liable for the debts of the Club and the individual Club Members shall not be personally liable for such debts or any portion thereof. The liability of Club Members shall be limited to any Annual Subscriptions or other fees and charges that may be owing by them to the Club.

## 7. **MEMBERSHIP**

### 7.1 **General**

- 7.1.1 Club Members shall be entitled to such membership privileges as may be determined by the Company from time to time.
- 7.1.2 Membership of the Club shall, however, not give any Member any right, title, interest, claim or demand to any monies, property, assets or intellectual property of the Club or the Company ().
- 7.1.3 The Company shall, be entitled to determine such categories of membership, the requirements for admission thereto and the specific privileges attached thereto, in its sole discretion.

- 7.1.4 The rights and privileges attaching to Club membership shall be personal to the Club Member and shall not be capable of cession, assignment, transfer, or transmission by the Club Member's own act.
- 7.1.5 By accepting Club membership, Club Members agree to be bound by the terms and conditions of the Memorandum, the Estate Rules, and these Club Rules, as amended from time to time.
- 7.1.6 The Club offers two basic categories of Memberships: Golf Club Membership and Social Club Membership, as further set out in these Club Rules.
- 7.1.7 The Club shall keep a proper register of Club Members.

## 8. **SOCIAL CLUB MEMBERSHIP**

### 8.1 Admission

- 8.1.1 Any Person who is a HOA Member, or a Family Member of that HOA Member, or a Designated Person of a HOA Member shall be eligible to be a social Club Member ("Social Club Member").
- 8.1.2 All Social Club Memberships shall be automatic, provided that the relevant HOA Member is In Good Standing with the HOA, or the Club.

### 8.2 Privileges of Social Club Membership

- 8.2.1 Social Club Members shall be entitled to –
  - 8.2.1.1 use all the Recreational Facilities; and
  - 8.2.1.2 use the Golf Facilities, but only to the extent as determined by the Company and the Club Committee in their sole discretion from time to time, and subject to any conditions and/or restrictions that the Company and the Club Committee may impose in respect of such use, including but not limited to conditions and restrictions relating to –
    - 8.2.1.2.1 access to the Golf Facilities; and

8.2.1.2.2 payment of any fees and/or charges for use of the Golf Facilities.

8.3 Subscriptions, Fees, and Charges

8.3.1 Social Club Members shall –

8.3.1.1 not be liable to pay the Annual Subscription;

8.3.1.2 be liable to pay any such fees and/or charges to access and use the Golf Facilities as may be imposed by the Company from time to time, and which shall be charged to an account of the Social Member at the Club (“the Club Member Account”).

8.3.2 All fees and charges charged to the Club Member Account are due and payable within 60 (Sixty) days from receipt of a Club Member Account statement (“the Account Payment Date”).

8.3.3 Interest at a rate of 2% (Two Percent) per month shall accrue to any unpaid, outstanding balance of a Club Member Account, after expiry of the Account Payment Date.

8.3.4 Any payment made towards a Club Member Account after the Account Payment Date shall first be applied to accrued interest and only thereafter to the fees and charges due.

9. GOLF CLUB MEMBERSHIP

9.1 Application and admission

9.1.1 Any HOA Member or other Person who applies to be a golf Club Member in the manner prescribed by the Company from time to time, shall be eligible to be admitted as a golf Club Member (“Golf Club Member”).

9.1.2 Admission as a Golf Club Member shall be in the sole and absolute discretion of the Company, who may either admit or refuse to admit any applicant as a Golf Club Member without furnishing reasons therefore.

- 9.1.3 The Company may impose such conditions and/or restrictions upon Golf Club Members as they may from time to time in their sole discretion deem fit, including but not limited to –
- 9.1.3.1 where the applicant is a Company Member, the applicant’s admission shall be subject thereto that the Company Member is in good Standing with the HOA; and
- 9.1.3.2 payment of the Annual Subscription and/or any other fees or charges.
- 9.1.4 Any applicant for Golf Club Membership who has not played golf, or was not a member of any golf club prior to applying to be admitted as a Golf Club Member, must acquaint himself/herself with the Rules and ethics of golf, and must satisfy the Committee that he/she has an acceptable basic knowledge of the game. The Committee may satisfy itself of the ability of the applicant to play golf and if not satisfied, may require the applicant to undergo golf training to acquire basic skills as a condition for admission as a Golf Club Member. Any social member must be officially handicapped at a golf club to entitle him to play golf.
- 9.2 Privileges of Golf Club Membership
- 9.2.1 Golf Club Members shall be entitled to –
- 9.2.1.1 use all the Recreational Facilities; and
- 9.2.1.2 use all the Golf Facilities.
- 9.2.2 Golf Club Membership shall be effective for a period of 12 (Twelve) months, commencing on 1 March of every year and expiring on 28 February of the following year.
- 9.2.3 Golf Club Members will have a 7 (Seven) -day sign-up privilege or such longer period as the Company may allow to reserve golf-tee times for Saturdays and Sundays, up until the Wednesday of each week.



### 9.3 Subscription Fees and Charges

9.3.1 The Company shall determine from time to time in their sole and absolute discretion, the amount of the Annual Subscription, as well as any guest, card, bag, storage, range, trail, locker, green and other subscription fees and/or charges to be paid by Golf Club Members.

9.3.2 Annual Subscriptions shall be due and payable annually, in advance, on or before 1 April.

9.3.3 All Annual Subscriptions, fees, and charges that the Golf Club Member is liable to pay shall be charged to the Club Member Account of the Golf Club Member.

9.3.4 All Annual Subscriptions, fees and charges charged to the Club Member Account are due and payable on the Account Payment Date.

9.3.5 Interest at a rate of 2% (Two Percent) per month shall accrue to any unpaid, outstanding balance of a Club Member Account, after expiry of the Account Payment Date.

9.3.6 Any payment made by a Golf Club Member towards a Club Member Account after the Account Payment Date shall first be applied to accrued interest and only thereafter to the Annual Subscription, fees, and charges due.

9.3.7 All additional Annual Subscriptions, fees, and charges due in respect of, or incurred by, a Golf Club Members' Family Member(s) or Designated Person(s), or Family Member(s) of a Designated Person(s) shall be charged to the Golf Club Member's Club Member Account and the Golf Club Member shall be liable for all such Annual Subscriptions, fees, and charges.

### 9.4 Categories of Golf Club Membership

Golf Club Membership shall be available in the following categories:

#### 9.4.1 Corporate Golf Club Membership

- 9.4.1.1 Any Juristic Person or a syndicate of HOA Members may apply to be admitted as corporate Golf Club Members (“Corporate Golf Club Member”).
- 9.4.1.2 A Corporate Golf Club Member shall be entitled to nominate and designate up to 4 (Four) Designated Persons as follows –
- 9.4.1.2.1 upon admssion as a Corporate Golf Club Member and payment of the Annual Subscription, the Corporate Golf Club Member shall be entitled to designate 1 (One), initial Designated Person, who shall be entitled to the privileges of Corporate Golf Club Membership;
- 9.4.1.2.2 the Corporate Golf Club Member may thereafter designate up to 3 (Three) additional Designated Persons, who shall be entitled to the privileges of Corporate Golf Club Membership, provided that payment of –
- 9.4.1.3 The Annual Subscription and any other fee shall be payable by the Golf Club Member
- 9.4.1.4 A Corporate Club Member may change a Designated Person once per year against payment of a Corporate Golf Membership Transfer Fee as determined by the HOA and the Committee from time to time.
- 9.4.1.5 The Corporate Golf Club Member shall only be entitled to one four ball advance booking for a starting time, or such bookings as the club may allow.
- 9.4.1.6 The Corporate Golf Club Member shall be liable for all Annual Subscriptions, fees and charges due or incurred by that Corporate Golf Club Member’s Designated Persons, Family Members, and guests.
- 9.4.2 Family Golf Club Memberships
- 9.4.2.1 Any person may acquire Family Membership privileges by paying a Family Golf Club Membership Annual Subscriptions.

9.4.2.2 The Family Members of the Golf Club Member acquiring Family Membership privileges will be entitled to use the Club Facilities with same privileges as the Golf Club Member.

9.4.2.3 Only Two-Family Members can utilise the seven-day advance sign-up privilege for golf starting times.

### 9.4.3 International Golf Club Membership

9.4.3.1 International Golf Club Memberships will be available only to persons residing outside of South Africa for more than 6 (Six) months in a calendar year ("International Golf Club Member"). Qualification, and continued qualification, for International Golf Club Membership shall always be at the discretion of the Company.

9.4.3.2 Admission to International Golf Club Membership and the payment of the Annual Subscription will entitle the International Golf Club Member to use of the Golf Facilities to a maximum of 20 (Twenty) times during any calendar year.

9.4.3.3 International Golf Club Members desiring to access the Golf Facilities more than 20 (Twenty) times during any calendar year shall be liable to pay full visitor green fees and can play only on a "space available" basis.

9.4.3.4 International Golf Club Memberships are Family Golf Club Memberships, entitling the Family Member(s) of the International Golf Club Member to Facilities with the same privileges as the International Golf Club Member. However, each round of golf played by an International Golf Club Member or that International Golf Club Member's Family Member(s) counts towards the annual maximum of 20 (Twenty) uses.

9.4.3.5 International Golf Club Members will have a 30 (Thirty) day sign-up privilege to reserve tee-times for their 20 (Twenty) rounds per year. International Golf Club Members will pay members green fees for golf for their 20 (Twenty) rounds.

9.4.4 Honorary Golf Club Memberships and Life Golf Club Memberships

9.4.4.1 Honorary Golf Club Memberships and Life Golf Club Memberships may be offered to individual persons designated by the Company. Honorary Golf Club Members and Life Golf Club Members will be entitled to use all the Recreational Facilities and Golf Facilities.

9.4.4.2 Honorary and Life Golf Club Members may be exempted from paying Annual Subscriptions, Club Member green fees or any other fees or charges, charged to Club Members, but shall still be liable to pay for any food and beverage, pro shop, lessons, and other normal Club charges.

9.4.4.3 Honorary and Life Golf Club Members' lockers will be grouped in a special area in the locker room.

9.4.4.4 Honorary and Life Golf Club Members as on 01 November 2016 will retain full privileges until their death, but the Company will not be liable to refund the member with money paid to acquire such membership.

10. **TERMINATION OF CLUB MEMBERSHIP**

10.1 Resignation

A Golf Club Member may resign Golf Club Membership at the end of the financial year with one month's written notice.

10.2 Suspension

10.2.1 A Club Member's Club Membership shall immediately and without further notice be suspended, if –

10.2.1.1 the Club Member is a HOA Member and is not In Good Standing with the HOA and/or the Company; or

10.2.1.2 if the Club Member is a Family Member or Designated Person of a Member and that Member is not In Good Standing with the HOA and/or the Company.

### 10.3 Termination

10.3.1 A Club Member's Club Membership shall immediately and without further notice be terminated if –

10.3.1.1 the Club Member fails to comply with any provisions of the Memorandum, the Estate Rules, or these Club Rules;

10.3.1.2 any Annual Subscriptions, fees, and charges due in respect of, or incurred by, a Club Member, or a Club Members' Family Member(s) or Designated Person(s), or Family Member(s) of a Designated Person(s), or any Late Payment or interest accrued on the outstanding balance of any Annual Subscriptions, fees, and charges due as such, remain unpaid for a period of 10 (Ten) days after the due date thereof;

10.3.1.3 Payment of the Annual Subscription by a Golf Club Member Whose Golf Club Membership has been suspended or terminated will not lift such suspension or termination or renew such Club Membership.

10.4 A Golf Club Member Whose Golf Club Membership has been terminated and who subsequently has paid the Annual Subscription or any other fees or charges in respect of a period beyond the suspension or termination, will be entitled to reimbursement of any payment within 60 (Sixty) days of date thereof, subject to an administrative charge of R1140.00 (One Thousand One Hundred and Forty Rand.

10.5 Resigned Golf Club Members will not be required to pay Annual Subscriptions, nor will resigned Golf Club Members or their Family Members or Designated Person, or their Family Members, be able to access Golf Facilities, except as guests of other Club Members or as stipulated in these Club Rules.

## 11. GOLF COMMITTEE

11.1 Golf Club Members who are In Good Standing with the Company, shall annually elect members of a Golf Committee, at a meeting to be convened by the HOA in the same manner as convening a HOA general meeting, subject thereto that the Company shall only be obliged to give notice of such meeting to Golf Club Members that are In Good Standing with the Company and/or the Club.

- 11.2 Notwithstanding the provisions of clause 11.1 above, the Company may in its sole discretion elect to appoint the Golf Committee from the body of Golf Club Members who are In Good Standing with the Company and/or the Club, and notify all Golf Club Members as such, in which case there will not be an election.
- 11.3 The Golf Committee will consist of a chairman, the men's club captain, the lady's club captain and not less than 2 (Two), but not more than 4 (Four) ordinary members. At least one of the members of the Golf Committee will be a member of the Ladies Sub-Section. Notwithstanding the provisions of this clause, the Company shall be entitled to change the composition of the Golf Committee in its sole discretion.
- 11.4 The Golf Committee will advise and make recommendations to the Company on all matters related to golf and the Golf Facilities.
- 11.5 The Golf Committee will not be entitled to enter into any lease agreements or any other agreement that may bind the Company and the Social Committee may not usurp the functions, authority, or rights of the Company.

## 12. **SOCIAL COMMITTEE**

- 12.1 The Company may in its sole discretion appoint the Social Committee and notify all Social Club Members as such.
- 12.2 The Social Committee will consist of so many persons as the Company may determine
- 12.3 The Social Committee will advise and make recommendations to the Company on all social and recreational matters and the Recreational Facilities.

## 13. **LADIES' SUB-SECTION**

- 13.1 The Golf Club may contain a Ladies' sub-section made up of all the lady members of the Golf Club. Such Ladies' sub-section may draw up Regulations and Bye-Laws for the governing and internal management of their sub-section but no such regulations and Bye-Laws shall be operative until approved by the Company. Such Regulations and Bye-Laws shall contain provisions relating to the election of a

Ladies' Sub-Section Committee, the holding of General Meetings, the submission of annual reports, meetings of the Ladies' Sub-Section committee, the taking of minutes of proceedings, the election of Members of the Ladies' Sub-Section Committee and such other matters as the Company shall decide.

- 13.2 Both the Golf Committee and die Ladies' Sub-Section will be entitled to raise money through events, competitions, and such funds where applicable will be collected and banked by the Company and separate accounting will be kept in respect thereof. Such funds may only be used to foster the interest of members, or ladies' members or the Golf Club. Such funds can only be released by the Company on the recommendation Resolution of the Committee or ladies sub-section.

14. **AMENDMENT**

The Company shall be entitled to amend these Club Rules in its sole discretion and without approval from the Club Members or the Club Committee, from time to time.

15. **USE OF CLUB FACILITIES**

- 15.1 Cart paths on the golf course will be available for walking, cycling, and dog-walking on a leash prior to opening and after closing of the golf course, before 06h00 and after 18h30.

16. **RIGHTS OF THE HOA**

- 16.1 Notwithstanding anything mentioned or determined or prescribed in terms of these Club Rules, the Company may on application by an interested party review, set aside or overrule any decision made by the Golf Committee and/or Social Committee, after due consultation with and presentations of all parties involved.
- 16.2 Until any such time that the Golf Committee and/or Social Committee is elected and established, a committee appointed by the Company of the HOA can exercise all rights and functions of those committees.

**17. ANNUAL GENERAL MEETINGS**

The Company in consultation with the Club Committee can hold annual general meetings, notice of which has to be given in the same manner as convening a HOA general meeting in terms of its Memorandum. The purpose of such a meeting will be stated in the notice.

**18. CLUB RULES AND REGULATIONS**

These rules are subject to change by the Company at any time and without prior notice.

**18.1 General**

18.1.1 No pets are permitted in the Clubhouse or on Club grounds.

18.1.2 Power bikes, skateboards, mini bikes, or all-terrain vehicles, etc. are not permitted on Club property except as necessary to access Club parking lots where they must be parked.

18.1.3 In order to safeguard against unauthorised use, the HOA or the Company may control access to all Club Facilities as it may deem fit.

18.1.4 No Club Member or guest shall take any article belonging to the HOA or the Company from the Club. Club Members are liable for property damaged or destroyed by themselves or their guests.

18.1.5 Each Club Member is entitled to the use of his or her respective locker room if awarded by the Club Committee on an annual basis. The Company will not be responsible for any loss of, or damage to property left in the locker rooms and golf storage facilities or on the golf course or at the other Club Facilities.

18.1.6 Parents are responsible for and must control their children with due regard to the wishes and comfort of other Club Members, and children shall not be permitted to run unattended about the Clubhouse or the Club property.



- 18.1.7 It is unbecoming for any Club Member or guest to abuse any of the Club's employees verbally or otherwise. No employee shall be reprimanded by a Club Member or guest of a Club Member. Inattention to duty or any discourtesy should be reported promptly to the Company.
- 18.1.8 All complaints, criticism or suggestions of any kind relating to any of the operations of the Club must be in writing, signed and addressed to the Company or HOA.
- 18.1.9 The HOA or the Company shall have the authority to regulate the hours of operation, as it deems necessary.
- 18.1.10 Club Member sponsored functions requiring use of the Club must be approved by the HOA. Sponsors of such functions will be responsible to the Club for all charges, losses, or damages.
- 18.1.11 A cancellation charge for all Club parties and special events will be made if a reservation is not cancelled at least five days prior to the event.
- 18.1.12 Performance by entertainers will be permitted on the Club property only with the permission of the HOA or the Company.
- 18.1.13 Alcoholic beverages will not be served or sold, nor permitted to be consumed, on the premises during hours prohibited by law. Alcoholic beverages will not be sold or served to any person not permitted to purchase them under applicable law.
- 18.1.14 Commercial advertisements shall not be posted or circulated in the Club.
- 18.1.15 Appropriate attire is required at all times. The following is considered to be appropriate attire-
- 18.1.15.1 shirts with collars and sleeves;
- 18.1.15.2 slacks;
- 18.1.15.3 tailored shorts;

- 18.1.15.4 short socks;
- 18.1.15.5 golf shoes with soft spikes;
- 18.1.15.6 golf attire.
- 18.1.16 The following will not be accepted;
  - 18.1.16.1 tee shirts;
  - 18.1.16.2 sweat pants;
  - 18.1.16.3 tennis shorts or other drawstring shorts;
  - 18.1.16.4 slops or bare feet.
- 18.1.17 Any person not dressed appropriately will not be allowed access to the golf course, driving range or the Clubhouse.
- 18.1.18 No person other than appointed by the Company may train, teach, or give golf lessons.
- 18.1.19 The roster or list of members in the Club shall not be used or given to anyone by a Club member or the Club for any reason whatsoever and shall be furnished by the Company only to the Club Committee and for use in connection with Club business and activities.
- 18.1.20 Club Members and guests may be requested by duly appointed agents of the Company to show membership cards at any time. Upon such request, Club members shall present their membership cards for inspection.
- 18.1.21 Casual walking on the golf course may be allowed at the discretion of the Company.
- 18.2 Club Member Guests
  - 18.2.1 Club Members shall be entitled to have guests use the Club Facilities provided that –

- 18.2.1.1 the guests comply with these Club Rules; and
- 18.2.1.2 all applicable guest fees and charges are paid.
- 18.2.2 The Club Member that invited the guest (“the Sponsoring Club Member”) shall be liable for all guest fees and charges, as well as the department of, and any damages caused by his or her guests.
- 18.2.3 The HOA and the Company shall be entitled to restrict guests’ use of the Club Facilities as they may determine in their sole discretion.
- 18.2.4 The Club reserves the right to require identification by each day guest.
- 18.2.5 Guests must at all times be accompanied by the Sponsoring Club Member, unless otherwise approved by the Committee.
- 18.2.6 Guests must be registered by the sponsoring member with the Club at reception if they intend using the Gymnasium.
- 18.2.7 Guests will be entitled to use the Gymnasium, only in accordance with the privileges of the Sponsoring Member upon payment of daily guest fees.
- 18.2.8 Day charges incurred by a guest shall be the responsibility of the Sponsoring Member.
- 18.2.9 There is currently no limit on the number of guests a Club Member may sponsor per day or on the number of times a guest may use the Club Facilities other than the golf course. However, guest privileges may be increased or limited by the Club from time to time in the sole discretion of the Company. Notice of such limitation will be given to the Club Members.
- 18.2.10 A Club Member inviting a guest or guests shall be responsible for the conduct of such guests and their compliance with the Club Rules.
- 18.2.11 Guests of Club Members may be extended guest privileges subject to applicable guest fees, charges.

- 18.2.12 Guest privileges may be denied, withdrawn, or revoked at any time for reasons considered sufficient by the Club in its sole and absolute discretion.
- 18.2.13 Guests shall not be permitted to invite guests.
- 18.2.14 Houseguests residing at a HOA Members' residence in the Estate may apply for and obtain a Social Club Guest Card against payment of such fee that the HOA may impose in their sole discretion.
- 18.2.15 The Social Club Guest Card will permit houseguests unaccompanied use of the Recreational Facilities (but not the Golf Facilities).
- 18.2.16 The Social Club Guest Card will be available on either a daily or weekly basis.
- 18.2.17 Houseguests desiring to play golf must either be accompanied by a Sponsoring Golf Club Member or access the Golf Facilities as a day visitors.

### 18.3 Separation or Divorce of a Member

- 18.3.1 Where Family Golf Club Membership has been awarded to a Club Member and his or her spouse, both the Club Member and his or her spouse shall continue to enjoy the privileges of Family Club Membership, and be jointly and severally liable to pay the annual subscription fee.
- 18.3.2 Both the HOA Member and his or her spouse shall retain the Family Club Membership unless otherwise provided by agreement between the parties or by a court order.
- 18.3.3 In the event of a divorce, Club Membership shall be settled in accordance with the court order or settlement agreement between the parties. In the absence of a court order or settlement agreement settling the Club Membership, where a married Club Member owns property in the Estate, the Club Membership shall belong to the spouse retaining ownership of the property, unless the other spouse is awarded the occupancy of the property, in which case the Club Membership will be transferred to the spouse occupying the property. In all other cases, the Club Membership will be deemed resigned as of the effective date of the divorce.

- 18.3.4 The Club will not become involved in disputes over Club Memberships. Only one Club Member and his or her Family Members or Designated Person, may exercise the privileges of membership at any time. In no case will the HOA become involved in disputes between separated or divorced spouses or involving the heirs of deceased Club Members, or in disputes over the ownership of properties or Club Memberships. In the case of such disputes, the HOA may (but will not be required to) at any time, in its discretion, suspend all of the privileges associated with the Club Membership or person in question until such dispute is resolved and the HOA and Club Committee receives evidence, satisfactory to it, of the resolution of such dispute.
- 18.3.5 During the dispute, all annual subscriptions and charges must continue to be paid. Failure to pay all annual subscriptions and charges will result in forfeiture of the Club Membership.

18.4 Discipline

In order to maximize the enjoyment of the Club facilities for all Club Members, use of the Club facilities will be governed by these Club Rules. A Club Member may be restricted, suspended, or expelled for failure to pay any Annual Subscriptions, fees, charges, or Club accounts in a proper and timely manner, unsatisfactory behaviour, deportment or appearance, failure to abide by the rules and regulations, treatment of personnel or employees of the Club in an unacceptable manner, or for other reasons set forth in the Club rules and regulations. Expulsion may result in a penalty equivalent to forfeiture of the Annual Subscription.

18.5 Absent Golf Members

At the Company's discretion, if a Club Member intends to reside outside South Africa for a period of one year or more, the Company may, at the Company's discretion, place such member on "Absent Club Member" status. Absent Club Member status will be granted at the Company's discretion only for periods of one year or more. During the time when a Club Member is on Absent Club Member status, neither the Club Member, nor the Club Member's family or guests will be able to use the Club Facilities. During the period when the Club Member is on Absent Club Member status, the Club Member will be charged 50% (Fifty Percent) of the Annual Subscription.

## 19. GOLF RULES AND REGULATIONS

### 19.1 General

- 19.1.1 The hours of operation of the golf course and practice area will be set by the Company in consultation with the Golf Committee and posted at the golf pro shop.
- 19.1.2 The Company may close all or any part of the course for maintenance, weather conditions, or tournaments. The Director of Golf shall retain the right to close any part of the course at any time for any reason deemed necessary.
- 19.1.3 It is expected that Golf Club Members will choose to dress in a fashion befitting the surroundings and atmosphere provided in the setting of our Club. It is also expected that members will advise their guests of our dress requirements. The Director of Golf will determine, in his sole discretion what attire is appropriate.
- 19.1.4 The rules of golf of the Royal and Ancient Golf Club of Saint Andrews shall be the rules of the Club except when in conflict with local rules or any of the rules set forth herein.
- 19.1.5 No playing group shall be composed of more than four players, except as scheduled by the Golf Professional.
- 19.1.6 Twosomes may play at the discretion of the golf pro shop if space is available.
- 19.1.7 Twosomes should not expect to play through foursomes and should not exert any pressure on the groups ahead.
- 19.1.8 Twosomes and singles will be grouped with other players, if available, and at starting times determined by the golf pro shop, if necessary.
- 19.1.9 Golfers expected to maintain their starting interval and to complete 18 holes in 4 hours 15 minutes or less. Slow play will not be tolerated.

- 19.1.10 If a foursome or other group of players fails to keep its place on the course and loses more than one clear hole on the players ahead, it must allow the following group to play through.
- 19.1.11 All players who stop playing after nine holes for any reason must occupy the tenth tee before the following players arrive at the tee or they will lose their position on the golf course.
- 19.1.12 If lightning is in the area, all play shall cease.
- 19.1.13 The practice area hours of operation are posted in the golf pro shop. Practice must be confined to the designated areas, driving range and practice putting green.
- 19.1.14 Proper golf attire is required at all times on the practice area.
- 19.1.15 Practice balls are for use on the practice area only. Practice balls are not permitted to be used on the golf course.
- 19.1.16 Golf carts must be parked in designated areas when using the practice area.
- 19.1.17 Golf balls must be hit from designated areas only.
- 19.1.18 Picnicking, kite flying, soccer, football, walking the dog, skateboarding, and other unauthorised activities are not permitted on the golf course. Biking, running, and walking by HOA members on cart paths is permitted only before and after golf course hours and provided it does not interfere with golf course playing and maintenance.
- 19.1.19 Appropriate golf shoes are required on the golf course. Use of shoes other than golf shoes must be approved by the golf pro shop.
- 19.1.20 Divots shall be replaced. Players shall repair their ball marks on the greens and rake bunkers.
- 19.1.21 Players are not allowed to climb up the slopes of the bunkers.
- 19.1.22 Ball hawking is not allowed on the course at any time.

19.1.23 Golf personnel may be on duty to help regulate play and enforce golf cart regulations. The golf personnel have full authority on the golf course to enforce all rules and speed of play and remove any player or group of players from the Golf course.

19.1.24 Any member who disobeys the instruction of golf personnel will be subject to disciplinary action which can include suspension or expulsion of the member.

## 19.2 Golf Carts

19.2.1 Privately owned carts that are used to commute around the Estate are encouraged, provided they remain on the roads and are in control of a licensed driver at all times with no more occupants than designated for, subject to normal traffic regulations.

19.2.2 All carts must be registered with the HOA, and a registration number (your stand number) must be displayed on the golf cart.

19.2.3 Unless being used for officially playing golf, no carts are permitted on the course at any time.

19.2.4 Certain designated paths cross the course, which links parts of the Estate. These are permitted for cart usage after playing hours, provided due consideration is given to pedestrians, and carts remain on the path route.

19.2.5 It is emphasised that the golf course is a separately owned private property and limited access is permitted at the owner or its lessee's discretion.

19.2.6 Carts must be quiet, non-pollutant, i.e.: electric and in general good condition, neat and tidy.

19.2.7 Golf carts are not allowed to be parked on the golf course side of houses.

19.2.8 Operations of a golf cart are at the risk of the operator. Members and guests are responsible for any damage to golf carts.

## 19.3 Starting Times and Guest Privileges for Golfers



- 19.3.1 The name and membership number of the requesting Golf Club Member must be furnished when requesting a starting time.
- 19.3.2 Guest fees will be established from time to time by the Club and will be posted in the golf pro shop.
- 19.3.3 Golf Club Members have a seven-day sign up privilege for golf tee times for themselves, their family (where golf member has family membership privileges) and their guests subject to availability.
- 19.3.4 Initially, Golf Club Members may reserve tee times for themselves and for family members. The Club reserves the right to institute limitations on guest use of the golf facilities.
- 19.3.5 All players must have a starting time reserved through the golf shop. The golf pro shop will assign the starting depending on availability. Starting time changes must be approved by the golf pro shop. Players who fail to cancel their tee time 24 hours prior to their tee time may be subject to a cancellation charge.
- 19.3.6 All golfers must check in at the golf pro shop and register with the Starter before beginning play on the course. No play shall start on any hole except the No. 1 tee, or where authorised by the Starter or the Committee. "Cutting in" is not permitted at any time. Under no circumstances are players permitted to start play from residences. Failure to check in and register ten minutes prior to a reserved starting time will cause cancellation or set back.
- 19.3.7 Guests must be accompanied by the Sponsoring Member at all times when using the Golf Facilities.

## 20. **DISCIPLINARY ACTION**

- 20.1 The Company or its nominee shall be entitled to institute disciplinary action against any Club Member for failing to comply with any of these Club Rules.
- 20.2 The Club Member shall be notified of any proposed disciplinary action and shall be given an opportunity to be heard by the Company or Club Committee to show

cause why such Club Member should not be disciplined in accordance with the Club Rules.

- 20.3 If the Club Member desires to be heard, the Club Member must provide a written request to the Company and the Club Committee within 10 (Ten) days of the notice to the Club Member of the proposed action.
- 20.4 Upon receipt of the written request for a hearing, the Company or the Club Committee shall set a time and date not more than 10 (Ten) days thereafter, for such hearing.
- 20.5 The Company or the Club Committee may hear evidence at the hearing. Until a determination is made after the hearing, the Club Member shall continue to enjoy his/her/its membership privileges in accordance with his or her category of membership.
- 20.6 The Company or the Committee may, at its discretion, discipline the Club Member in such manner as the Company or the Committee in their sole discretion may determine, which shall include, but not be limited to, imposing fines on the Club Member in terms of the Memorandum or the Estate Rules.
- 20.7 The taking of any disciplinary actions against a Club Member in terms of this clause shall not constitute a waiver of the right of the Company to terminate a Club Member's membership in terms of clause 10 above.
- 20.8 No legal representation will be allowed at the hearing of the HOA and the Club Committee.