



# San Lameer

**SAN LAMEER MASTER HOMEOWNERS**

**ASSOCIATION NPC**

**GOLF CHARTER**

**ABBREVIATIONS**

- SLHOA - San Lameer Master Homeowners Association NPC
- MOI - Memorandum of Incorporation of the San Lameer Master Homeowners Association
- CEO - Chief Executive Officer/ Managing Director of the San San Lameer Master Homeowners Association
- AGM - Annual General Meeting

San Lameer Country Club and Golf Club is one and the same thing

## **1. OBJECTIVE OF THE CHARTER**

- 1.1** Establish the operational framework of the Country Club as incorporated into the San Lameer Master Homeowners Association.
- 1.2** Maintain the rights, integrity, the playing privileges and golf experience of Golf Club members.

## **2. OBJECTIVE OF THE COUNTRY CLUB**

The object of the Country Club shall be to encourage, promote, foster and support the game of golf by the members and visitors and bring about the optimum use and enjoyment of the golf course, its facilities and the activities of the Club.

## **3. RULES OF THE GAME**

The rules of the game shall be those of the Royal and Ancient Golf Club of St Andrews subject, however, to such modifications, alterations and additions to suit local circumstances and conditions as The Golf Committee may from time to time, deem expedient and advisable, provided that such modifications, alterations or additions shall not be inconsistent with the Rules of the Royal and Ancient Golf Club of St Andrews.

## **4. RIGHTS, LIABILITIES AND INDEMNITIES**

- 4.1** The Golf experience falls under the control of the San Lameer Master Home Owners Association.
- 4.2** Membership of the Club confers upon such member the right to and privilege of entering in and upon the grounds and buildings and improvements of the estate, and to use and enjoy the facilities of the club in accordance with the purpose for which it is intended and subject to such restrictions and changes as the Club Committee as sanctioned by the SLHOA, may from time to time, impose, and subject to the Rules of the Club.

**4.3** Neither the SLHOA nor any of its officers or employees or the Golf Committee's members shall be responsible for any loss or damage which a member may sustain by reason of any act or omission on the part of the SLHOA its officers or employees, or the Golf Committee's members, whether any such act or omission relates to the performance or non-performance by the SLHOA or the Golf Committee's members of their duties in terms of this Charter.

## **5. MEMBERSHIP**

### **5.1 ORDINARY MEMBERS**

**5.1.1** The following persons shall be deemed to be ordinary members of the Golf Club:

**5.1.1.1** Any natural person, contemplated in Article 5.1.1 of the Memorandum of Incorporation of SLHOA, who in terms of the Deeds Registries Act and or the Sectional Tiles Act, is registered as the owner of any Unit or Land in the Township, as reflected in the records of the Deeds Registry Office.

**5.1.1.2** The nominee from their number, being a natural person, of the owners of any Unit or Land in the Township owned in undivided shares by more than one owner as contemplated in Article 5.1.2 of the Memorandum of Incorporation of SLHOA or a Body Corporate or any other Juristic Person. Any nomination in terms of this paragraph shall be made on registration of transfer of any Unit or Land in the records of the Deeds Registry Office. Provided that not more often than once per year, such registered owner/s may nominate another natural person to be an ordinary member of the Golf Club from 1 October of the current year in place of the natural person previously nominated by them.

**5.1.2** Provided that the ordinary membership of a nominee shall lapse upon:-

**5.1.2.1** the date upon which a member ceases to be a member of SLHOA of a Unit or Land in the township.

**5.1.2.2** the death of the nominee whereupon the owner of the Unit or Land shall nominate in respect of such Unit or Land, another natural person to be an ordinary member of the Golf Club.

**5.1.3** An ordinary member can apply for family membership for his/her spouse and children 30 years of age and younger. A family member shall be entitled to enjoy the privileges of the Golf Club as may be determined by the golf committee and sanctioned by the Board of Directors of the SLHOA from time to time.

**5.1.4** An ordinary member shall be entitled to enjoy the privileges of the Golf Club as may be determined by the Golf Committee and sanctioned by the Board of Directors of the SLHOA from time to time.

**5.1.5** Any non-nominee as referred to in paragraph 5.1.1.2 who has voluntarily joined as a full member of the Golf Club may resign at the end of any financial year.

## **5.2 SPECIAL MEMBERS**

It is recorded that Sanlam Life (Pty) Ltd own three fully paid up memberships in perpetuity.

### **5.3 FOUNDER MEMBERS**

The following persons are the founder members of the Country Club and will retain this status in the Country Club:

P Steyn

R Masson

H S C Bester

It is hereby recorded that the above category will be honoured, but no further memberships under this category will be considered.

### **5.4 HONORARY LIFE PRESIDENTS AND HONORARY MEMBERS**

**5.4.1** The nomination of an Honorary Life President or Honorary Member by the Golf Committee should be exclusive and members should only be considered in recognition for excellent, exceptional and loyal service to the Club, subject to nominees for Honorary Life President having served as President of the Club.

**5.4.2** Only one (1) person may be nominated per annum and the process for election to be followed is:

- Nomination by the Golf Committee only;
- Circulation of the particulars of the nominee to the members and an invitation to comments regarding the nomination;
- Consideration of the comments received from the members with the specific purpose to obtain their support/ or lack of support for said nomination where after comments are to be considered and finally decided upon by the Golf Committee;
- Should the Golf Committee decide to proceed with the nomination it will be presented and recommended to the SLHOA for approval.

**5.4.3** Honorary Life Presidents and Honorary Members are entitled to a single complimentary membership for as long as they hold the position. If these members decide to voluntarily take up a Family Membership, the difference between the Single Membership and

Family Membership should be paid. If these members decide to select the pre-paid option for green fees for Family Membership, they should pay 50% of the pre-paid amount. Honorary Life Presidents and Honorary Members shall also be entitled to enjoy any other privileges of the Club as may be determined by the Golf Committee and approved by the Board of Directors of the SLHOA from time to time.

**5.4.4** The following persons were elected as Honorary Life Presidents of the Country Club:

U J van der Walt

C L Kruger

AW Brink

**5.4.5** The following person is an Honorary Member of the Country Club and will retain this status in the Country Club:

N. D. Paton

#### **5.4 TEMPORARY MEMBERS**

The Golf Committee and or the golf manager/director shall have the right to elect temporary members provided that the membership shall be limited only to use of the facilities of the club and that all amounts as determined by the Golf Committee and or the golf manager / director have been paid in advance.

#### **5.5 NON SAN LAMEER HOMEOWNER MEMBERS**

The Golf Committee shall have the right to recommend to the Board of Directors individuals for ordinary membership of the Club at rates to be determined by the committee as they see appropriate at the time of application. Such applications will be posted on the official club notice board for fourteen days for comment by the members. This class of membership shall not exceed 20% of the total number of ordinary members. The applicant will receive membership after completing the process for new members as determine by the Golf Committee.

## **6. ANNUAL GOLF LEVY**

Annual golf levy will be payable by members in the amount which will be proposed by the Golf Committee and approved by the Board of Directors of the SLHOA. The amount will be generally based on the costs of operating the club together with a provision for capital replacements. The rights of members may be withheld in the event of an arrears situation not being rectified. Any member who is not fully paid up at the time of the AGM will not be able to attend or vote at the meeting.

### **6.1 PLAYING FEES**

The playing fee per round will be proposed by the Golf Committee and approved by the Board of Directors of the SLHOA and shall include the following categories:

**6.1.1** Members

**6.1.2** Joint owners of villas where the villa is owned by more than one party other than the nominated member

**6.1.3** Visitors residing on the estate

**6.1.4** Visitors not residing on the estate

**6.1.5** Students and juniors.

## **7. ANNUAL GENERAL MEETING**

**7.1** The Annual General Meeting will take place each year preferably on the same day as the AGM of the SLHOA where the golf members will receive the annual report from the Chairperson/ President of the Golf Committee, have sight of the prior year's financial results, elect members to the Golf Committee and debate any issues of which seven days prior notice has been given. The election of members for the Golf Committee will take place on the following basis:

**7.1.1** A committee member will be elected for a period of three years and will be eligible for re-election for a further three years. After



two consecutive terms a committee member will require a one year cool-off period before being available for re-election.

- 7.1.2** The election will be a paper ballot under the control of an independent person appointed by the Chairperson. Each member must vote for one person per vacancy. Proxy votes will be allowed provided that the chairperson has the written proxy 24 hours before any meeting.
  
- 7.2.** Nominations for the appointment of a committee member, including those standing for re-election, must be received in writing at the Golf club Office in good time prior to the commencement of the Annual General Meeting.
  
- 7.3** A quorum for any meeting will be fifteen members (including proxies).
  
- 7.4** Should a quorum not be present the Board of Directors of the SLHOA in conjunction with the Golf Committee will act in the place of the quorum.
  
- 7.5** All golf members' families will be welcome at meetings but voting will be restricted to members only.

## **8. GOLF CLUB COMMITTEE**

- 8.1** The responsibility of the Committee, without the limited generality of the following, is to ensure:
  - 8.1.1** That the playing experience is maintained at the highest level for members and visitors who play at San Lameer;
  - 8.1.2** Provide guidance and support to the golf manager / director;.
  - 8.1.3** Monitor income and expenses and thereby provide input on golf levy;

- 8.1.4** Determine and recommend the playing fees for final approval by the Board of Directors of the SLHOA;
  - 8.1.5** Recommend improvements, upgrades and changes to the golf course and related buildings that will ensure that the course receives prominent acclaim in the ratings of courses in South Africa and provides the best possible golf experience for members and visitors;
  - 8.1.6** Review the control and feedback processes from the green keeping and maintenance functions and make recommendations through the chairperson to the Board of Directors of the SLHOA;
  - 8.1.7** Preserve the tradition of the SCC and maintain a golf club culture that is key to the continued success of the Club;
  - 8.1.8** Oversee and co-ordinate tournaments and competitions that take place under the SCC brand including the Annual Club Championships;
  - 8.1.9** Establish, and ensure compliance at all levels of Club rules including disciplinary procedures.
  - 8.1.10** Uphold all the regulations contained in the Golf Charter;
  - 8.1.11** Should meet at least three times per annum;
  - 8.1.12** Notice of the time and place of any meeting to be given at least seven days prior to the meeting by the chairman;
  - 8.1.13** A quorum for any meeting shall be fifty percent of the number of members of the Committee.
- 8.2** The Golf Committee will have the following Members:
- 8.2.1** Three elected members, one of whom will be the Chairman/President (elected by the Committee).

**8.2.2** CEO of the SLHOA.

**8.2.3** Golf Manager/Director

**8.2.4** The Committee shall have the right to co-opt up to two additional members in order to achieve the required skills.

## **9. SPECIAL MEETING**

A Special General Meeting may be requested by members in writing addressed to the CEO of the SLHOA provided that at least fifteen members sign the request.

## **10. AMENDMENTS TO THE CHARTER**

Amendments to the Charter can only be made following a recommendation by the Golf Club Committee, approval by the SLHOA and then by way of a Special Resolution at an AGM of the SLHOA as provided for in Article 27.3 of the MOI of the SLHOA.

## **11. SUGGESTIONS**

Suggestions in the first instance should be in written form addressed to the CEO of the SLHOA with a copy where appropriate to the Chairperson of the Golf Committee and the golf manager / director.

## **12. INTERPRETATION**

Should any issue or dispute arise as to the proper interpretation of any of this Charter the matter shall be referred to the Board of Directors of the SLHOA whose decision shall be final and binding upon members.

In the event that the Golf Charter is in conflict or inconsistent or irreconcilable with the Memorandum of Incorporation and House rules of the SLHOA, then the Memorandum of Incorporation and House Rules shall prevail.