

## ANNEXURE X

### 1. DEFINITIONS

“The DCC”	Means	The Dainfern Country Club.
“The DHA”	Means	The Dainfern Homeowners Association.
“The CEO”	Means	The Trustees of the DHA.
“The Board of Governors”	Means	The Trustees of the DHA.
“The Golf Club”	Means	The Dainfern Golf Club.
“The Rules”	Means	The Rules described in Clause 27.
“Disciplinary Sub Committee”	Means	Three members of the Golf Committee.
“The General Committee”	Means	The Chairman of The Board of Governors, the Golf Chairman, the CEO and The Manager.
“The Manager”	Means	The Manager of The Golf Club.
“Sub Section”	Means	The Golf Club or other such sections as may be formed.
“The Golf Committee”	Means	The Committee constituted in accordance with Clause 41.
“Johnnic”	Means	Johnnies Industrial Corporation Limited or its successor in title.
“The Management”	Means	The CEO, The Manager or delegated person on duty.
“Premises”	Means	The Clubhouse and Grounds.

### 2. 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.

### 3. MEMBERSHIP

3.1. Eligibility for nomination and election as Members of The Golf Club shall be in the following categories. The number of Members not owning property on the Estate shall be restricted to four hundred.

Full Member  
Full Absentee Member  
~~Full Tenant Member~~  
Full Weekday Member  
Full Senior Member  
Tenant Member  
~~Tenant Weekday Member~~  
Johnnic Honorary Member  
Corporate Member  
Executive Corporate Member  
~~Corporate Weekday Member~~  
~~Exclusive Member~~  
~~Commercial Member~~  
Temporary Member  
Visiting Family Member

Full Junior Member

Junior Member

Student Member

Honorary Member

Honorary Life Member

Member in Suspension

- 3.2. Categories may only be varied from time to time by resolution passed at a Special General Meeting.
- 3.3. All Members, with the exception of Honorary Members and Honorary Life Members, must be Members in good standing of The DCC or individuals nominated from amongst the co-owners in the case of co-ownership.

4. **FULL MEMBER (INCLUDING FULL TENANT MEMBERS)**

- 4.1. Are individuals nominated in terms of 4.2 or who own erven and/or sectional title units in the Dainfern Estate or tenants of such erf or erven to whom the owner has ceded his full membership. Such tenants are known as full tenant Members and are identified in Clause 6 below. ~~Also-~~ the spouse and/or children up to the age of twenty five who are resident with the Full Member shall also be Full Members.
- 4.2. Where an erf or unit is owned by two or more co-owners, one individual only from amongst those co-owners shall be selected by such co-owners as a Member. In the case of a close corporation, partnership, trust or company, one only from amongst the members of such close corporation, partnership, trust or company shall be selected as a Member.
- 4.3. Should any co-owner or member, other than the member selected in terms of Subs Clause 4.2. wish to join as a Member it shall be as a Corporate Member.
- 4.4. Should an erf and/or sectional title unit be sold or alienated, the Full Member or Members in terms of this Clause shall resign their membership.
- 4.5. The purchaser of an erf or the tenant on an erf shall sign an agreement with the previous owner or owner (as the case may be) of that erf to the effect that the purchaser or tenant is bound by all the terms and conditions of this Constitution and Clause 4 of the Articles of Association of the DHA, which states: "No Member shall let or otherwise part with occupation of his erf, whether temporarily or otherwise, unless he has agreed in writing with the proposed occupier of such erf as a stipulatio alteri in favour of the association that such occupier shall be bound by all the terms and conditions of these presents, and such written agreement is lodged with the association prior to the proposed occupier taking occupation of the erf in question".
- 4.6. Spouses of individuals who own erven and who are resident on the Estate shall be known as Primary Members and shall pay full entrance fees and subscriptions and shall qualify to vote and to stand for office in The Golf Club, subject to conditions laid down by The Golf Committee.
- 4.7. Full Members shall, prior to being afforded the privileges of membership, lodge with the Estate Manager, simultaneously with the Agreement referred to in Clause 4.5, a registration form for Membership of The Club.

~~5. **FULL ABSENTEE MEMBER**~~

~~Are Full Members who reside more than one hundred and fifty kilometres from the Estate and who would make use of The Club only on an occasional basis.~~

~~6. **FULL TENANT MEMBER**~~

~~Are tenants of property owners of erven and/or sectional title units in the Dainfern Estate to whom the owner has ceded his full membership. Also the spouse and/or children up to the age of twenty five who are resident with the Full Tenant Member. Full tenant Members shall be bound by all the terms and conditions of this Constitution and Clause 4 of the Articles of Association of the DHA which states: "No Members shall let or otherwise part with occupation of his erf, whether temporarily or otherwise, unless he has agreed in writing with the proposed occupier of such erf as a stipulatio alteri in favour of the association that such occupier shall be bound by all the terms and conditions of these presents, and such written agreement is lodged with the association prior to the proposed occupier taking occupation of the erf in question". Such tenants shall have no right to vote or hold office and their membership shall cease on termination of the tenancy or cession.~~

**5. FULL WEEKDAY MEMBER (INCLUDING TENANT WEEKDAY MEMBERS)**

Are full members whose use of the golf course is restricted to weekdays and subject to conditions decided by The Golf Committee.

**6. CORPORATE WEEKDAY MEMBERS**

Are Corporate members whose use of the golf course is restricted to weekdays and subject to conditions decided by The Golf Committee.

**7 FULL SENIOR MEMBER**

Are full members, sixty years or older, who have been members for no less than three years and pay discounted fees at the discretion of the Golf Committee.

**8 TENANT MEMBER**

Are tenants of property owners and include the spouse and/or children, up to the age of twenty-five, who are resident with the Tenant Member. Tenant Members, having signed the Agreement referred to in Clause 4 above, shall pay an annual administration fee to The Club.

**9 JOHNNIC HONORARY MEMBER**

This category of membership shall be available, in perpetuity, to ten Members nominated by Johnnic and accepted by the Board of Governors.

**10 CORPORATE MEMBER**

10.1 Are individuals, not resident on the Estate, who apply for golf membership and are elected as Members. Membership shall be reviewed annually by the Golf Committee.

10.2 The sum of Tenant Members and Corporate Members shall not exceed four hundred at any given time.

**11 EXECUTIVE CORPORATE MEMBER**

Are individuals, not resident on the Estate, who are recommended by the Golf Committee and are elected as Members, pay an Entrance Fee determined by the Board of Governors, and remain as Members for a

period of not more than five years, following which on review of membership a further entrance fee shall be paid.

12 **TEMPORARY MEMBER**

This category is confined to persons temporarily resident in the Republic of South Africa, for a period of not less than three or more than six months, who shall be entitled to such privileges of The Golf Club at such fees as may be determined by The Golf Committee from time to time. Membership shall be reviewed after a period to be decided by the Golf Committee.

13 **VISITING RELATIVES AND FAMILY MEMBER**

Are members of families residing on the Estate. The category of membership is restricted to a two-month period at such fees as may be determined by The Golf Committee.

14 **FULL JUNIOR MEMBERS AND JUNIOR MEMBER**

Are persons under the age of eighteen years, resident on the Estate, who are not eligible for membership, but who may, at the discretion of The Golf Committee, provided that if they were aged eighteen years or older and eligible for membership in terms of Clause 3, be allowed the courtesy of the golf course and other sporting facilities on payment of such fees as may be prescribed by The Golf Committee. The Golf Committee shall have the power to institute a Junior Section subject to such rules as are not inconsistent with The Constitution of The Golf Club. Junior Members shall not have the right to introduce guests except at the discretion of The Manager. Junior Members shall pay a nominal annual fee and green fees as determined by the Golf Committee from time to time.

15 **STUDENT MEMBER**

Are persons over the age of 18 years, but not over the age of 25, resident on the Estate and a dependant of a Full Member, engaged in full-time study at a tertiary educational institution and eligible for membership, who shall be allowed the courtesy of the golf course and other sporting facilities on payment of such fees as may be prescribed by the Golf Committee. Such membership is contingent on presentation of evidence and confirmation of registration for study and will be subject to annual review.

16 **HONORARY MEMBER**

The Golf Committee shall determine the policy of The Golf Club with regard to Honorary Membership, it being recorded that such eligibility shall comply with the Constitution of The DCC.

17 **HONORARY LIFE MEMBER**

The Golf Committee may recommend to any Annual General Meeting of The DCC the election of an Honorary Life Member who shall for lifetime enjoy such privileges of The Golf Club as may be determined by The Board of Governors of The Golf Club from time to time, without payment of entrance fees or annual subscription. There shall not be more than one Honorary Life Member elected in any one year.

18 **EXCLUSIVE MEMBERS**

Any category of member may elect, by written notice to the Golf Manager, to be delivered not later than (insert date before year end), to become an Exclusive Member, in which case their annual membership

fees will not include prepayment of green fees. Such members will pay such green fees as are determined by the Golf Committee whenever making use of the Golf Course.

#### **19. COMMERCIAL MEMBERS**

This category of memberships shall be available to Companies who wish to offer their executives a membership of the Golf Club. Any company shall, on acceptance of their Commercial Membership Application, and payment of the Commercial Membership Fee, be entitled to nominate up to 8 (eight) of its executives for membership of the Golf Club. Such executives shall each apply for such membership in terms of clause (insert) below, and shall all be accepted in the sole and absolute discretion of the Golf Committee on such terms as to membership and fees as may be determined by the Golf Committee from time to time. The company and the individual shall be jointly and severally liable to the Golf Club for any fees or other amounts due to the Golf Club and shall be jointly responsible for ensuring compliance with the Golf Club's rules by any individual Commercial Member or their guests or invitees. Commercial members shall be entitled to entertain one visitor each at the Golf Club and the visitor shall pay the prescribed visitor's fee as determined by the Golf Committee from time to time.

#### **20. VOLUNTARY SUSPENSION OF MEMBERSHIP**

Any category of Member shall be entitled, with the prior consent of the Golf Committee, on good reason shown, to request that their membership be voluntarily suspended for no longer for one year. Good reason shall include, but not be limited to the physical absence of the member from the Dainfern area for no less than 3 (three) months. A member who requests the voluntary suspension of their membership (as opposed to a member who has their membership suspended for disciplinary or other reasons) shall pay an annual fee as determined by the Golf Committee from time to time for the period of their suspension, and shall pay green fees when they use the Golf Course. A member under voluntary suspension may not play more than 12 (twelve) rounds of golf on the Golf Course per year of suspension (pro-rated to one round per calendar month for any shorter period).