

GOLF RESORTS CLUB (SA) REGULATIONS

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| 1. | These regulations are made in terms of Clause 16.2.1 of the Constitution of Golf Resorts Club (SA.) Words and expressions defined in the Constitution shall have the same meaning when used herein. In the event of conflict between the Constitution and these Regulations the former shall prevail. | | Accommodation during his occupation of the Scheme Accommodation. |
| 2 | MEMBERSHIP AND MEMBERSHIP CERTIFICATES | 2.11 | If a juristic person becomes a Member, it shall nominate a natural person as its representative, who shall accept such nomination and shall have the right to exercise its rights and who shall be liable, jointly and severally, as surety and co-principal debtor for the obligations of the Member. In the absence of such express nomination and acceptance which must be acceptable to the Club the person who signs the application on behalf of such juristic person shall be deemed to be so nominated and to have accepted that nomination. |
| 2.1 | The Founder Members of the Club and other such Persons as are admitted to Membership in accordance with the Constitution shall be Members of the Club. All the Members apart from the Founder Members and Developer Members shall be Ordinary Members. | 2.12 | A Member may, by giving not less than 30 (thirty) days' Notice in writing, resign from Membership at any time but only if he has fully paid all monies due by him to the Club or the Management Company or the Developer Company and he has no outstanding obligations due to any of them and on such resignation any Unit /Unit Rights shall be dealt with as hereinafter appears. |
| 2.2 | Subject to the provisions of the Constitution, the Board or the Management Company on behalf of the Board, shall have the absolute discretion to admit Persons to be Ordinary Members, provided that such Persons have concluded a validly executed Application for Membership and Purchase Agreement, Affiliation Agreement and/or Conversion Agreement. | 2.13 | A Member shall cease to be a Member when he ceases to be the registered holder of Unit Rights in the Membership Register. |
| 2.3 | No Person may acquire Unit Rights unless he shall have first become a Member of the Club. | 2.14 | Upon the Member ceasing to be a Member, neither he nor any of his successors, executors, personal representatives, trustees or liquidators shall have any claim upon or interest in or rights to the funds or other property of the Club; provided that the Club shall be entitled to claim from any Member or his estate any sums due from him, together with Interest calculated from the date payment was due until date of payment. |
| 2.4 | Any Person being admitted to Membership shall be deemed to have agreed to be bound by the Constitution of the Club. | 3 | UNIT RIGHTS |
| 2.5 | On admission to Membership each Member's name shall immediately be entered in the Membership Register. | 3.1 | The Intellectual Property Owner shall, with reference to the Resort Rating and Demand and the Time Period Priority of such Accommodation, determine the number of Unit applicable to all Scheme Accommodation which shall be capable of issue and allotment as Unit Rights in accordance with the provisions of the Constitution. |
| 2.6 | Every Person whose name is entered as a Member in the Membership Register shall be entitled to a Membership Certificate. | 3.2 | In the event that a Member acquires additional Unit Rights or disposes of only part of his Unit Rights a new Membership Certificate shall be issued to him. |
| 2.7 | If a Membership Certificate be destroyed or lost, or has become illegible, another certificate may be issued on payment of such charge as the Management Company may from time to time deem fit and on condition that the Member applying therefore is able to produce evidence to the satisfaction of the Trustees of such destruction, loss or illegibility and indemnifies the Club against such claims as may arise in consequence of the further issue of the certificate. | 3.3 | Where any Unit Rights should, in terms of the Constitution, revert to a Developer Member and the Board is unable, after using its best endeavours, to identify the Scheme Accommodation in respect of which any such Unit Rights were originally allocated and/or the Developer Member to which the Unit Rights were originally allocated (as the case may be), then those Unit Rights shall be allocated to the Intellectual Property Owner. |
| 2.8 | Membership Certificates shall be issued by the Management Company under the authority of the Board in such manner and form as the Board from time to time prescribes. | 3.4 | In the event that Accommodation is introduced into the Scheme and title will not be held by the Club in perpetuity for any reason whatsoever, then the Developer Member shall |
| 2.9 | A Membership Certificate registered in the names of two or more Persons shall be delivered to the Person first named in the register as a holder thereof and delivery of the Membership Certificate to that Person shall be sufficient delivery to all joint holders of that Membership Certificate. | | |
| 2.10 | A Member shall have no rights in respect of the fixtures, fittings and contents other than the right to use the fixtures, fittings and contents contained in the Scheme | | |

be allocated Unit Rights of limited duration (Term Units), and on such Unit Rights being acquired the Ordinary Member's Membership Certificate and the Membership Register shall be endorsed accordingly.

3.5 Term Units issued in terms of the Constitution shall only exist for a period equal to the period during which title to the Scheme Accommodation in respect of which they are allocated is vested in the Club and they shall thereafter cease to exist.

3.6 Should a Member not utilize all the Unit Rights issued to him in any 1 (one) year, then seventy five percent (75%) of the unused Unit Rights may be accumulated for a further period of 12 (twelve) months. If these unused Unit Rights so accumulated are not used within the 12 (twelve) month period, such Unit Rights shall be forfeited by the Member.

3.7 The Board, having regard to the quality and demand of any particular property, will have the authority to increase the number of Units required for the use of Scheme Accommodation. The Management Company will notify the Members of any increase of Unit Rights and such increase will be proportionate to the Member's holding.

4 TRANSFER OF UNIT RIGHTS

4.1 Subject to the provisions of the Constitution, Ordinary Members may only transfer Unit Rights acquired by gift or by private agreement.

4.2 A Member shall not be entitled to transfer any Unit Rights acquired by him or obligation relating to his Membership unless:

4.2.1 he has paid all amounts which may be owing by him to the Club, Developer Company and/or Management Company;

4.2.2 he is not in breach of any of the provisions of the Constitution;

4.2.3 the transferee has applied for Membership of the Club;

4.2.4 the Member has notified the name and address of the proposed transferee to the Board and the Board has granted its consent in writing to such transfer; and

4.2.5 the Member and transferee sign and deliver all and any documentation the Club or Management Company may require in order to give effect to the transfer of such Unit Rights.

4.3 In the event of the death or insolvency of any Member, or the winding up of a Member being a corporation, then within 6 (six) months the Person entitled to such Member's Unit Rights may apply for the transfer thereof and if he does so shall sign and deliver all and any documentation the Club or Management Company may require in order to give effect to the transfer of such Unit Rights. On such transfer the transferee shall be admitted as an Ordinary Member. Failing any such application the Unit Rights will be forfeit.

4.4 The Management Company may charge a reasonable fee for the registration of a transfer of Unit Rights which fee may be revised by the Management Company from time to time.

4.5 In order to protect the value of Unit Rights, the Management Company will transfer Ordinary Members Unit Rights at the original acquisition value.

4.6 Ordinary Members may not advertise their Unit Rights for sale nor place them with any resale organisation, at less than the original acquisition value.

5. RIGHTS OF OCCUPANCY

5.1 Title to the Scheme Accommodation shall vest in the Club.

5.2 The Unit Rights owned by a Member shall entitle him to Occupancy Rights.

5.3 The Units Ranking of Scheme Accommodation shall be determined by the Intellectual Property Owner in the manner provided for in the Constitution.

5.4 The duration of available Time Modules shall be shown in the Vacation Directory together with the number of Units necessary to exercise the Occupancy Rights in respect of each such Time Module.

5.5 Unit Rights determined by the Intellectual Property Owner and allocated in respect of accommodation introduced into the Scheme shall vest in the first instance in the Management Company, which shall hold such Rights in a separate account for each Developer Company, and the Developer Company shall thereupon be admitted into Membership.

6 RESORT LEVIES AND SPECIAL LEVIES

6.1 Each Ordinary Member shall be liable to pay:

6.1.1 an Annual Provisional Levy for the Member's use of Scheme Accommodation; and

6.1.2 any Special Levy imposed by the Board from time to time.

6.2 Prior to the end of each Financial Year, the Management Company shall calculate the Annual Provisional Levy for the ensuing Year, which shall include but not be limited to maintenance fees and costs payable on Scheme accommodation and costs relating to the management of the club, and which shall be prepared in accordance with generally accepted accounting principles, and may make provision for the establishment of reserves.

6.3 The amount required in order to meet the anticipated expenditure in terms of Regulation 6.2 above shall be calculated annually in accordance with the member's point holdings

6.4 The Annual Provisional Levy payable by each Ordinary Member and determined by the Management Company shall be based on the number of Units each Ordinary Member has in terms of the Membership Register,

provided that the Annual Provisional Levy payable by each Ordinary Member may be limited to a maximum amount determined by the Board from time to time.

- 6.5 The Annual Provisional Levy payable by each Ordinary Member for a particular Year is due, owing and payable on or before 1 January that Year provided that a Person admitted into Membership during any particular Year shall be liable for the Annual Provisional Levy within 30 (thirty) days of his Membership being confirmed.
- 6.6 The Annual Provisional Levy paid by a Member shall be credited to that Member's Levy Available account; provided that an Ordinary Member is obliged to pay the Annual Provisional Levy determined each Year, regardless of whether or not there is any credit on his Levy Available account carried forward from the previous Year.
- 6.7 Resort Levies due by a Member for the use of Scheme Accommodation shall be debited to the Member's Levy Available account.
- 6.8 In the event that the Resort Levies payable in respect of a Time Module of Scheme Accommodation which a Member intends occupying exceeds the amount standing to the credit of that Member's Levy Available account, the Member shall then be liable for payment of an additional amount sufficient to cover such shortfall prior to the reservation for such Accommodation being confirmed.
- 6.9 Should a Member not use all the Provisional Annual Levy paid in any 1 (one) year, then seventy five percent (75%) the unused portion (credit amount) may be accumulated for a further period of 12 (twelve) months. If the credit amount so accumulated is not used within the 12 (twelve) month period, such amount will be forfeited by the Member to the Club unless the Member has utilised all the Unit Rights allocated to him that year, in which event the credit amount (if any) may be accumulated for another period of 1 (one) year.
- 6.10 A Special Levy may be imposed if in the reasonable opinion of the Management Company this is required. In that event each Member shall pay this Special Levy within 30 days of demand.
- 6.11 A certificate at any time executed for and on behalf of the Club by a Trustee or a director of the Management Company certifying any amount payable by a Member in terms of the Constitution and the Regulations shall be prima facie proof of any amount so due by the Member.
- 6.12 Unless otherwise agreed with the Management Company, a Developer Member shall be responsible for the levies incurred on Accommodation introduced into the Scheme by that Developer Member, in proportion to the number of unsold Unit Rights issued to the Developer Member's account held by the Management Company for such Accommodation, as determined by the Management Company.

7 REFUNDS

- 7.1 No Member shall be entitled to any repayment of levies (Provisional or otherwise) or Special Levy duly paid by him in accordance with the provisions of the Constitution.
- 7.2 No Member shall be entitled to payment of any profits or reserves of the Club save on dissolution of the Club in terms of the Constitution.

8. CONDITIONS APPLICABLE TO USE OF ACCOMMODATION

- 8.1 The Member's right to occupy and use specific accommodation allocated to him shall be subject always to the rules, regulations and other conditions governing the scheme of which that accommodation forms part and the Member is obliged to abide by all rules and regulations governing such scheme. (Some of the more common rules and regulations are shown listed under the heading "Common Rules and Regulations).
- 8.2 Notwithstanding the provisions of clause 8.1 above, the Member shall be bound by the following conditions of occupation and shall at all times adhere to such conditions when occupying accommodation. The Member shall:
- 8.2.1 use accommodation allocated to the Member for recreational purposes only and not more than the maximum number of persons specified by the Resort Accommodation Schedule may occupy the accommodation;
- 8.2.2 keep the accommodation in a clean and tidy condition and leave the accommodation in the same condition in which it was when occupied by the Member;
- 8.2.3 comply with and observe all rules applicable to the Resort in which the accommodation is situate;
- 8.2.4 not cause or permit any nuisance whatsoever to the other occupiers, or the management or owners of the Resort and to immediately comply with any requests from management relating to the occupation and enjoyment of the amenities of the Resort;
- 8.2.5 ensure that the accommodation is vacated by the time stipulated by the Clubs Management Company or by the Management of the Resort and that payment is made for all expenses incurred by the Member during his stay so that neither the Club nor the Management Company are rendered liable for any expenses, breakages or debts whatsoever. In the event of this occurring the Management Company reserves the right to debit the Member's Levy Available account accordingly;
- 8.2.6 upon taking occupation, the Member shall acquaint himself with the rules and regulations governing the use and occupation of the facilities in the Resort and the Member shall ensure that all movables listed in the inventory of the unit of accommodation are in place;

- 8.2.7 only allow a third party to occupy accommodation in place of the Member provided the prior written consent of the Management Company is obtained and provided further that the Member shall remain liable for the due performance of all obligations assumed by a person occupying the accommodation.
- 8.3 The Member hereby indemnifies and holds the Club, Intellectual Property Owner, Trustees, Management Company and their officers, agents and employees harmless against any claim or claims which may be brought against them arising from the Member's use and occupation of any Accommodation. The Club, Intellectual Property Owner, Management Company and Trustees shall not be liable for any loss or injury suffered by a Member or his family or persons occupying through him as a result of the Member's use of and occupation of accommodation.
- 8.4 The Management Company shall do everything possible to ensure that the Member enjoys the use of good quality accommodation by the Club, the Intellectual Property Owner, the Trustees and the Management Company shall not be responsible nor be liable for any deficiency in service or facilities or the failure of any timesharing scheme, of which the Accommodation forms part, to provide promised or advertised facilities to such Member.
- 9 RESERVATIONS RULES
- 9.1 All reservations shall be subject to availability, and must be confirmed in writing by the Management Company.
- 9.2 All reservations shall be made through the Management Company on a first-come, first-served basis.
- 9.3 Members shall be entitled to make a forward reservation for a particular Time Module in respect of particular Scheme Accommodation not exceeding 12 (twelve) months and not less than 60 (sixty) days (save in the case of late breaks) prior to the start of such Time Module.
- 9.4 Notwithstanding the provisions of this clause 9, in the event of a Member having the exclusive right of use of a particular Time Module in terms of clause 8.5 or clause 8.6 of the Constitution, then that Time Module shall be allocated to the Member at the beginning of each year and his Units account and Levy Available account shall be debited accordingly.
- 9.5 A Member having the exclusive right of use of a particular Time Module in terms of clause 8.5 or 8.6 of the Constitution, may only notify the Club not less than 6 (six) months prior to the start date of occupation of the Time Module, that he does not wish to occupy the Time Module, in which event, the Members Units and Levy Available accounts debited in terms of clause 9.4 above, shall be credited and the Club shall be entitled to allocate the Time Module to another Member.
- 9.6 In the event of the Member referred to in clause 9.5 above, notifying the Club timeously that he does not wish to occupy the Time Module allocated to him, then the Member shall be entitled to use his Units and Levy Available to occupy other Accommodation.
- 9.7 Each reservation shall be by reference to the Vacation Directory current at the time of reservation, and shall be subject to the Member having sufficient Unit Rights credited to his points account at the time of making his reservation. On confirmation of any reservation the Member's points account shall be debited accordingly.
- 9.8 Cancellation of a reservation will be accepted no less than 4 (four) weeks prior to occupation without the loss of Unit Rights, otherwise only if and when booked by another Member. All cancellations must be made or confirmed in writing by the Member.
- 9.9 The Management Company shall be entitled to cancel reservations in respect of any Accommodation to which the Club ceases to have a right of use. In such an event, as much notice as possible will be given to Members affected. The Management Company will do their best to offer suitable alternative accommodation, failing which, the Member's Units account will be credited accordingly.
- 9.10 The Member shall pay the Resort Levies in accordance with the provisions of the Constitution and Regulations.
- 9.11 Should a Member cancel a reservation, the amount paid in respect of such Resort Levies shall be credited to his Levy Available account, less a deduction of 15% (fifteen percent) of the amount payable (whether or not actually paid).
- 9.12 With the consent of the Management Company a Member shall be entitled to use in advance up to 25% (twenty five percent) of the Unit Rights to be reallocated to him the following year.
- 9.13 The decision of the Management Company in determining the allocation of Time Modules to Members shall be final and binding upon the Members.
- 10 GUEST CERTIFICATE
- 10.1 The Member may nominate any other person to occupy Scheme Accommodation which he shall have reserved. The Member must prior to occupation notify the Management Company in writing and supply the full names and addresses of the nominees. The Member shall be liable for all the damages or loss to the accommodation or its contents, as if the damage or loss had been caused by the Member himself.
- 11 INTEREST AND PENALTY CHARGES
- 11.1 In the event that any Member (other than the Founder Member) shall have failed without good cause to pay any monies due to the Management Company on the due date, the Management Company shall be entitled to charge Interest on the amount outstanding

from time to time.

- 11.2 The Management Company shall also be entitled to charge a reasonable administrative fee in respect of the cost of recovering any such monies, which fee shall be added to the amount outstanding on the due date and shall attract interest accordingly.
- 12 COMMON RULES AND REGULATIONS
- 12.1 Members or any persons occupying Scheme Accommodation through a Member are;
- 12.1.1 not to use the Villa or permit the same to be used or carry on or allow to be carried on therein any trade or business;
- 12.1.2 not to do or permit or suffer to be done in the Villas anything from which a nuisance or annoyance could or might arise to the owners Members and occupiers of any other Villa or Club Area on the Resort;
- 12.1.3 not to hold or permit or suffer to be held in the Villas any sale by auction;
- 12.1.4 not to place erect or attach to or exhibit or permit to be placed erected attached to or exhibited on the Villas or any part thereof or upon or in or through any windows of the Villas any nameplate placard or announcement of any kind or nature whatsoever;
- 12.1.5 not to make or permit or suffer to made to the Villas or any part thereof any material change or addition thereto whatsoever;
- 12.1.6 not to do or permit or suffer to be done in or upon the Villas any wilful or voluntary or permissive waste or spoil;
- 12.1.7 not to allow persons of improper character to reside in or frequent the Villas or any part thereof and not to use or permit or suffer the same to be used for any illegal or immoral purpose or for any purpose which shall be or tend to be a nuisance damage annoyance or inconvenience to the Landlord or the owners Members or occupiers of any other Villas or Club Area on the Resort;
- 12.1.8 not to hold or permit to be held on the Villas or any part thereof of any meeting for any religious purposes;
- 12.1.9 not to do or permit or suffer to be done on the Villas or any part thereof any act or thing which may render void or voidable any policy of insurance thereon or any other property or cause any increased premium to be payable in respect thereof or in respect of any other property;
- 12.1.10 not to throw dirt, rubbish, rags, or other refuse or permit or suffer the same to be thrown into the sinks, baths, lavatory, cisterns, or waste, or soil pipes, or out of the windows of the Villas;
- 12.1.11 not to hang or expose or permit or suffer to be hung or exposed any washing or any clothes or materials on any part of the Villas so as to be visible from outside the Villas;
- 12.1.12 not keep in the Resort any bird, dog or any other animal save with the written consent of Resort owner or manager;
- 12.1.13 not play or use any wireless, or other musical instrument of any kind or shall any singing be practised in the Villas so as to cause annoyance to the Members and occupiers of any other Villas comprised in the Resort or so as to be audible outside the Villas between the hours of 10.00p.m. and 9.00a.m.;
- 12.1.14 Not to park or otherwise leave or permit or suffer to be parked or otherwise left any motor car or other motor vehicles or cycle in or upon any access road pathway or other common way or part or parts of the Resort other than the designated parking areas nor deposit or leave or permit or suffer to be deposited or left any thing object rubbish or other substance thereupon or upon any part of the Resort nor in or upon any common way or part of the Resort.