

# Constitution

SAN MARINA RECREATIONAL CLUB  
8 CORMORANT AVENUE, SAN MARINA, MARINA DA GAMA 7945.

## CONSTITUTION

(Amended February 2024)

### 1. NAME

The club shall be called the SAN MARINA RECREATIONAL CLUB

### 2. OBJECTIVES

2.1 The club is formed to manage and control the recreational facilities constructed on Erf 152522 Cape Town at Muizenberg.

2.2 The club is not established or conducted for profit and the funds of the club shall be used only for the purposes and objects of the club in such a manner as shall be deemed to be in the best interests of the members of the club.

2.3 The club shall have such powers as may be necessary for the purposes of achieving its objects including (but not limited to) the power to acquire and hold immovable property.

### 3. MEMBERSHIP

3.1 Membership of the club shall be compulsory for every registered owner of residential erven or sectional title units within the development on Erf 93663 Cape Town at Muizenberg, known as San Marina.

3.2 Such membership shall commence simultaneously with the transfer of a residential Erf or sectional title unit into the name of the transferee and the registered owner shall not be entitled to resign as a member of the club.

3.3 When a member of the club ceases to be the registered owner of a residential Erf or sectional title unit, such member shall ipso facto cease to be a member of the club, and shall notify the club of the change of ownership and the particulars of the transferee.

3.4 It is the duty and responsibility of each homeowner selling their home to inform the estate agent and attorneys and the new homeowner of the condition of membership of their home. The owner is also to inform the committee of the sale of the residential Erf, or sectional title unit so that the committee can take the necessary action on behalf of the registered new owner taking transfer.

3.5 If a member does not reside on the residential Erf or sectional title unit and accordingly rents the property, the member is required to present a letter to the committee giving the tenants permission to use the facilities as his guests. The subscription of the Erf, or sectional title unit is the responsibility of the owner. The San Marina Recreational Club does not enter into correspondence of any nature with tenants and the agreements between owner and tenant.

3.6 When transfer takes place on a residential Erf or a sectional title unit an administration fee will be levied on all waivers/consents required. The committee shall decide the amount of the levy.

3.6.1 Before said waiver is provided the following conditions should be met:

(a) All levies and monies owing to the SMRC are fully paid up.

(b) The purchaser signs a document (provided by SMRC) accepting receipt and understanding of all terms, conditions, rights and obligations relating to membership of the SMRC.

### 4. MEMBERSHIP SUBSCRIPTIONS

4.1 The committee shall impose subscriptions upon the members for the purpose of meeting all the expenses which the club has incurred, to which the committee reasonably anticipates the club will be put in respect of the running of its affairs and the maintenance, repair, improvement and keeping in order and condition of the property and for the payment of all rates and other charges payable by the club in respect of the property, and for the services rendered to it and for the payment of all expenses necessarily or reasonably incurred in connection with the management of the club, the property and the club's affairs. In calculating subscriptions, the committee shall take into account income earned by the club.

4.2 The committee may from time to time impose special levies upon the members and such levies may be made in the sum or by such installments and at such time or times as the committee shall think fit, subject to approval by a special general meeting.

4.3 Any amount due by a member by the way of a subscription or levy shall be a debt due by such member of the club. The obligation of a member to pay subscriptions or levies shall cease upon his ceasing to be a member of the club, without prejudice to the club's right to recover arrear subscriptions or levies. No subscriptions or levies paid by a member shall under any circumstances be repayable by the club upon his ceasing to be a member.

4.4 No member shall be entitled to any of the privileges of membership unless and until he shall have paid every subscription and other sum (if any), which shall be due and payable to the club in respect of his membership thereof.

4.5 Subscription/Levies owed by a member shall be paid in advance of any said due date.

4.5.1 Where accounts are in arrears when the next quarter's levies are billed, interest should be charged on the amount outstanding since the beginning of the concluded quarter. The interest should be charged at an annual interest rate to be determined by the committee, but not exceeding the South African Prime lending rate during the previous 12 months.

4.6 It is the responsibility of the member to provide the San Marina Recreational Club with the correct address to which their subscriptions is to be sent.

4.7 To ensure the financial health of the San Marina Recreational Club, the subscriptions imposed as stated in para 4.1 may increase annually by inflation rate but not exceeding 10% as from 1 July each financial year. Should the committee require a greater than 10% increase this is to be sanctioned at a Special General Meeting, at which the budget is to be presented to the membership.

## **5. MANAGEMENT OF THE CLUB**

5.1 The entire management of the club (except as otherwise provided by these rules) shall be the responsibility of and delegated to a committee consisting of not more than twelve or less than five members in good standing.

5.2 During said management of the club the committee is entitled to offer contracts to ensure the effective day-to-day management of the club. The local community should have first option to tender for such contracts. Failing to secure the services of a suitable candidate from within the community the committee may offer the contract outside the community. Any member having successes in tendering for a contract such members may not hold a portfolio on the committee. This serves to eliminate conflicts of interest.

5.3 One vote per member on the committee is allowed, in the event of both husband and wife serving on the committee only one portfolio may be held by either the husband or wife, the husband or wife without portfolio is to be a member. The exception to this is serving on a sub-committee providing only either husband or wife is on said sub-committee.

5.4 Any member of the committee may call a vote of no confidence in the operation of a member of the committee. The committee shall then hold a special committee meeting to debate the issue. The member may be asked to resign in the event that every other avenue has been explored without success.

5.5 A member should not hold the same portfolio for more than three years. After such time the member may hold another portfolio.

5.6 Any member wishing to address the committee may contact the secretary and the member will be allowed to address the next monthly committee meeting as the first item on the agenda with a time allocation. The member must state the business in order for the secretary to inform the committee by means of an amended agenda.

5.7 The management responsibilities of the committee are confined to that of Erf152522 , 8 Cormorant Avenue. The committee may from time to time assist with issues of community interest brought to the attention of the committee and decided upon at a committee meeting. It must however be borne in mind that responsibilities/business outside the realm of Erf 152522 is not the responsibility of the San Marina Recreational Club committee and issues affecting the Marina Da Gama Association are the responsibility of the Marina Da Gama Association Committee.

5.8 Minutes of all meetings must be kept safely and always be on hand for members to consult

## **6. ELECTION OF COMMITTEE**

6.1 Members of the committee shall be members of the club of at least one year's standing and shall be elected and serve for a one year term from the date of election.

6.2 At each annual general meeting all members of the committee shall retire, but each shall be eligible for re-election. Any two members of at least one year's standing who are entitled to vote may at the meeting propose any such other member or members who is or are entitled to hold office.

Voting shall be by ballot or by a show of hands if agreed to by the floor and every voting member shall be entitled to vote for as many candidates as there are vacancies to be filled. The candidates up to the number of vacancies who receive most votes shall be declared elected, and in the case of two or more candidates receiving an equal number of votes, both members shall become members of the committee.

6.3 Both a husband and wife may serve on the committee.

6.4 If the number of committee members drops below five, the secretary is then to immediately call a special general meeting for the purpose of additional committee members.

## **7. CASUAL VACANCIES**

In the event of a vacancy on the committee, the committee shall have power to co-opt appoint any member, in good standing, of the club to fill the vacancy, but the proceedings of the committee shall be invalidated in consequence of there being less than the prescribed number of elected members.

## **8. PROCEEDINGS OF THE COMMITTEE**

8.1 The committee shall appoint from among its members a chairman, a vice-chairman, honorary secretary and honorary treasurer this is to be done within seven days of the Annual General Meeting. The committee shall meet at least once a month to arrange and manage the affairs of the club. The honorary secretary shall send notice of each meeting to every committee member. A quorum of a minimum of five members irrespective of the number of the committee members. The honorary secretary shall take minutes of all proceedings of the committee, and these minutes shall be open to the inspection of any member of the club upon application to the honorary secretary and approved by the committee.

8.2 The committee shall have the powers set out in this constitution, including the power:

8.2.1 to frame inquire into and decide on charges against members and to reprimand, suspend or expel members who have duly been found guilty of:

8.2.1.1 a willful breach of the provisions of the constitution or the by-laws made hereunder: or

8.2.1.2 conduct prejudicial to the interest or operation of the club; or

8.2.1.3 conduct unbecoming a lady or gentleman;

8.2.2 generally to administer and manage the affairs of the club.

8.2.3 to institute legal proceedings for the recovery of arrear subscriptions or other amounts due to the club. It is agreed that in the event of the club having to institute action as aforesaid the defaulting member accepts full responsibility for all legal costs incurred by the club on a scale as between attorney and own client, collection commission and tracing agents' fees if any.

8.3 At meetings of the committee each member of the committee present shall have one vote and in the event of any equality of votes the chairman shall have a casting vote.

8.4 In the event of both a husband and wife serving on the committee in accordance with Para 6.3 they have only one vote. The vote cast is by the registered owner.

## **9. SUB COMMITTEES**

The committee may from time to time appoint from among club members such sub-committees as it may deem necessary or expedient and may delegate to them such of the powers and duties of the committee as the committee may determine. Such sub-committees shall periodically, upon request, report their proceedings to the committee and shall conduct their business in accordance with the directions of the committee. In the event of any member of a sub-committee ceasing to be a member of the club, he shall automatically cease to be a member of the sub-committee, and another elected member of the club shall be appointed in his place. The chairman of the sub-committee shall be a member of the main committee.

## **10. ANNUAL GENERAL MEETING**

10.1 The annual general meeting of the club shall be held no later than 31 December in each year for the following purposes:

10.1.1 to receive from the committee a balance sheet and statement of accounts for the preceding financial year, and an estimate of the receipts and expenditure for the current financial year; The books of Account to be reviewed annually by a Professional Accountant and aforesaid Accountant to compile the Annual Financial Statements.

10.1.2 to elect the committee for the ensuing year;

10.1.3 to appoint an independent qualified accountant for the ensuing year that shall hold an appropriate professional qualification;

10.1.4 to decide on any resolution, which may be duly submitted to the meeting as provided for in clause 11,

10.2 A copy of the report, balance sheet and statement of accounts, and a copy of the estimate shall be sent to members at least fourteen days before the annual general meeting.

10.3 the outgoing chairman will chair the meeting; to include all business needed to be resolved at the Annual General Meeting. The outgoing committee will be responsible for the running of the club until para 8.1 can be implemented within a seven-day period. A time table for the handover of club business will be agreed to at a meeting between the outgoing and incoming committee as soon after the seven day period as possible.

## **11. MEMBERS RESOLUTIONS**

Any member desirous of moving any resolution at the annual general meeting shall give written notice of the resolution to the honorary secretary no later than seven clear days before the meeting and the honorary secretary shall display the written notice on the club notice board during a six day period to the meeting.

## **12. SPECIAL GENERAL MEETINGS**

A special general meeting of the club may be convened at any time:

12.1 by the committee; or

12.2 upon written requisition by 20% of members in good standing, of the members entitled to attend and vote at general meetings, specifying the object of the meeting and lodged with the secretary at least two weeks prior to the date on which it is intended at such meeting should be held.

12.2.1 upon the membership calling a special general meeting, the following procedures are to be followed:

12.2.1a a meeting is to be held with the committee and the members in order to resolve the issue, if not, the agenda for the meeting will be drawn up at said meeting,

12.2.1b the secretary of the committee will be responsible in terms of para 13 to advise the membership of the meeting and the agenda,

12.2.1c the chairman of the committee will chair the meeting and introduce the speaker from the membership as in terms of para 14.

### **13. NOTICE OF GENERAL MEETINGS**

The honorary secretary shall at least fourteen days before the annual general meeting or any special general meeting give notice of the meeting and of the business to be transacted at the meeting and no business other than that of which notice has been given shall be brought forward at the meeting. Any resolutions are to be lodged with the secretary seven days before the meeting.

### **14. CONDUCT OF GENERAL MEETING**

14.1 At all general meetings the chairman or vice-chairman, and in their absence a member selected by the committee, shall take the chair. Every member present and entitled to vote shall have one vote upon every motion, and in the case of equality of votes the chairman shall have a casting vote.

14.2 Any member whose subscriptions are in arrears shall not be entitled, attend or to vote at any general meeting.

### **15. QUORUMS**

The quorum's at all general meetings shall be as follows:

15.1 for motions proposing any repeal or amendment of this constitution, 20% of paid up members

15.2 for the motions proposing repeal or amendment of any bylaw, 15% of paid up members

15.3 for all other business, 10% of paid up members

If a quorum is not present, the meeting shall be adjourned for 7 days and those members at that meeting shall be a quorum, this excludes para 15.1.

### **16. PROXIES**

16.1 The instrument appointing a proxy shall be in writing under the hand of the appointer or of his agent duly authorized in writing, and a proxy need not be a member of the club.

16.2 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of such power or authority shall be delivered to the office of the honorary secretary, at the club premises, not less than twenty (20) minutes before the time for holding the meeting at which the person named in the instrument proposes to vote, and in default of complying herewith the instrument of proxy shall not be treated as valid.

16.3 No instrument appointing a proxy shall be valid after the expiration of six (6) months from the date when it was signed, unless so specifically stated in the proxy itself, and no proxy shall be used at an adjourned meeting which could not have been used at the original meeting.

### **17. FINANCIAL YEAR**

The financial year of the club shall end on 30 June in each year, to which day the accounts of the club shall be balanced.

### **18. FINANCES**

18.1 All amounts received on behalf of the club by any person other than the honorary treasurer or the honorary secretary of the club shall forthwith be transmitted to the honorary treasurer or the honorary secretary of the club.

18.2 All amounts received on behalf of the club by the honorary treasurer or the honorary secretary shall as soon as practicable be paid into the club banking account.

18.3 All amounts/payments on behalf of the club shall be made out of the club's banking account, which shall include all additional or subsidiary

Accounts as the committee may, if it's sole discretion from time to time open. The arrangements for the operation of the account or accounts shall be set out in the Bylaws and Regulations referred to in Clause 20.

18.4 The honorary treasurer shall:

18.4.1 pay all monies received into the club's banking account and shall keep full accounts of all monies received and paid; and

18.4.2 ensures that the appointed qualified bookkeeper draw up a balance sheet and income statement as at 30 June in each year, and as soon as practicable submit the same for audit to the auditor of the club, together with all proper vouchers and documents connected therewith; and

18.4.3 ensure that the independent qualified accountant completes the audit of annual financial statements as soon as possible for presentation at the ensuing annual general meeting, for consideration.

## **19. PROFITS OR EMOLUMENTS FOR MEMBERS**

No member shall, except for services rendered or goods provided at the request of the committee, receive any profit or emoluments from the funds or transactions of the club.

## **20. BYLAWS AND REGULATIONS**

The committee shall from time to time make, repeal and amend all such bylaws and regulations, not inconsistent with these rules, as it shall think expedient for the internal management and well-being of the club and the use of its facilities. All such bylaws and regulations shall be binding on the members until repealed by the committee or set aside by a resolution of a general meeting of the club.

## **21. BORROWING**

If at any time the club in general meeting shall pass a resolution authorizing the committee to borrow money, the committee shall then be empowered to borrow for the purposes of the club the amount of money specified in such resolution, against the security, if any authorized by the said resolution provided only that no member shall incur nor be deemed to incur any personal liability for the due performance by the club of its obligations under such loan.

## **22. NOTICES, MEMBERS, ADDRESSES**

Any notice required by these rules to be given or sent to a member shall be deemed to have been duly given or sent on the next business day after it is posted if sent by prepaid post to the address of the member appearing in the club books. Every member shall immediately give to the honorary secretary written notice of any change in his address. Notification by email will be considered as legal and delivered. Members will have to give permission for this to be implemented for them to receive this type of notice instead of postage.

## **23. AMENDMENT OF THE CONSTITUTION AND DISSOLUTION**

No alteration or addition to this constitution shall be made except by a resolution carried by a majority of at least two-thirds of the members present and entitled to vote at a general meeting, notice of which to members shall contain particulars of the proposed alteration or addition.

## **24. DISSOLUTION**

If at any general meeting a resolution of which due notice has been given for either:

24.1 the dissolution of the club; or

24.2 the merger of the club with another club or association with similar objects,

Is passed by a majority of the members present in person or by proxy and entitled to vote, the committee shall immediately or at such future date as shall be specified in such resolution, either proceed to realise the property of the club, and after the discharge of all liabilities shall be entitled to transfer and deliver the remaining assets, to such other association, club, society, institution or charitable organization as may have been directed by the said resolution, or shall, on a resolution to merge, transfer and deliver the assets of the club to either an existing club specified in the said resolution or a new club formed for the purposes of merger, which club shall become liable for and shall undertake to discharge all of the liabilities of the club.

## **25. GENERAL**

The committee, executive office bearers and all other officials of the club are hereby indemnified by the club out of and from the funds and property of the club against all losses, charges, costs, damage and other expenses and liabilities they may incur or be put to concerning or in or about the 12 execution of their respective duties as officers of the club and none of them shall be held answerable for any act or default or one or the other of them or for deficiency or insufficiency of any title or security, nor shall they be liable for any loss occasioned or misfortune or damage which may happen or take place in execution of their respective offices, or as a result thereof, provided, however, that any such loss, misfortune or damage was not occasioned by the mala fide acts of such officer or through his willful default.

## **26. OUTSIDE MEMBERSHIP**

It is agreed that the San Marina Recreational Club may offer membership to residents of Marina da Gama. The monthly rate of subscriptions and number of outside memberships shall be determined at the Annual General Meeting of the San Marina Recreational Club by the membership or at the first sitting of the committee after the Annual General Meeting.

===== END =====

## **RECORD OF EDITS:**

2024 (3.6.1 added; 4.5.1 added - Special General Meeting 30/01/2024)

2011