

# GREENSTONE WILDLIFE ESTATE

APPENDIX 1

## Management Regulations

### General

#### 1 PREAMBLE

Management Regulations promulgated in terms of the Constitution of the Greenstone Wildlife Estate.

#### 2 AGREEMENT

The Members and the Association agree that they shall use the Estate in common with each other for the main purpose, subject to the following:

##### 2.1 MAIN PURPOSE

The Common Property shall be used by members of the Association in common with each other and with due regard to the rights of all Members, for recreational purposes including traversing in order to view the wild game, hiking and the general enjoyment of nature and outdoor activities.

##### 2.2 CONTROL

Control over the Common Property and the use to which it is put as is provided for in the main purpose, shall vest in the Trustees of the Association and the Manager by virtue of his duties.

##### 2.3 GENERAL

Bearing in mind that it is intended that the Common Property shall be used for recreational purposes it is agreed that the Members and the Association shall have the following rights and obligations in regard to the Common Property, namely:

- 2.3.1 The Association shall take all reasonable steps to adequately maintain the existing roads on the Estate.
- 2.3.2 The Association shall take all reasonable steps to prevent uncontrolled veldt fire and soil erosion on the Estate.
- 2.3.3 The Member using the Estate shall do so at his own risk.
- 2.3.4 The Members of the Association shall not or permit to be done:
  - 2.3.4.1 Hunting or shooting on the Estate;
  - 2.3.4.2 Make any excavations on or remove any soil from the Common Property or within sight from any road near a Stand;
  - 2.3.4.3 Cause any refuse or any accumulation thereof on the Estate;
  - 2.3.4.4 Damage, remove or plant any flora on the Common Property;
  - 2.3.4.5 Keep any animals in captivity on the Estate, other than in accordance with any regulations adopted by the Trustees;

- 2.3.4.6 Create any disturbing noises on the Estate; the volume of music or electronic instruments or other sources of noise, partying and the activities of domestic workers should be restricted to a level or should take place in such manner as not to be heard on adjoining properties;
- 2.3.4.7 The use of power saws, power tools, lawn mowers, and the like (electric mowers are preferred), should only be undertaken between 08:00 and 17:00 from Mondays to Saturdays;
- 2.3.4.8 Make new roads on the Estate or on any Stand;
- 2.3.4.9 Disturb or interrupt the natural flow of any stream or river on the Common property or any Stand. Drinking points, water dams may only be erected with the written permission of the Board of Trustees and thereafter must be maintained in an acceptable manner;
- 2.3.4.10 Provide housing for any servant on the Common Property or on the Stand without the written permission of the Association;
- 2.3.4.11 Make fires on the Common Property unless in areas demarcated for that purpose;
- 2.3.4.12 Drive or traverse river beds on the Estate, unless specifically designated as a road;
- 2.3.4.13 House or park caravans or tents on the Common Property without the written consent of the Trustees;
- 2.3.4.14 Drive or traverse by motor vehicle on any parts of the Estate other than on clearly defined roads;
- 2.3.4.15 Set up camp on a temporary basis on the Common Property, unless in a demarcated area and with the prior permission of the Trustees;
- 2.3.4.16 Collect or take anything from the Estate without the permission of the Trustees including but not limited to wood, stones, flora, fauna, soil, etc;
- 2.3.4.17 Damage, collect, disturb or remove archaeological artifacts or any artifacts of historical or heritage nature on the Estate;
- 2.3.4.18 Exceed a speed of 30 km per hour when travelling on the Estate;
- 2.3.4.19 Introduce or cultivate any fauna or flora on the Estate without the written consent of the Trustees;
- 2.3.4.20 Introduce any motorized generators or power plants or any noise making object or apparatus on the Estate without the written consent of the Trustees;
- 2.3.4.21 Not blow or sound Hooters within the estate other than in emergencies;
- 2.3.4.22 Not use or cause to be used any motorized cycles on the Estate unless in demarcated areas identified for that purpose by the Trustees and unless in accordance with Regulations made to regulate such usage;
- 2.3.4.23 The erection of any fence, wall or structure of any kind to indicate the boundary of a Stand or otherwise demarcate a portion of any Stand unless approved by the Trustees.

- 2.3.5 The Association and Members shall comply with the requirements of the Mpumalanga parks Board or its successors in terms of any law in traversing on Mountainlands Nature Reserve.
- 2.3.6 The Association shall ensure that a suitable refuse collection area is established and maintained and that the Members shall be obliged to remove and dump their own refuse at the refuse collection area in such manner as may be prescribed by the Trustees from time to time.
- 2.3.7 The Association shall have the following rights and obligations in regard to the Common Property, namely:
  - 2.3.7.1 The Association shall ensure that the Common Property is reasonably stocked with wild game in both number and variety at the Association's expense.
  - 2.3.7.2 The Association shall take all steps necessary to adequately maintain the perimeter game fence on the Estate, to ensure that as far as possible the wild game cannot leave the area compromising the Greenstone Wildlife Estate.
  - 2.3.7.3 The Association shall be entitled, pursuant to its obligations, to introduce wild game to maintain or increase the existing levels of game.
  - 2.3.7.4 Only the Association shall be entitled to cull the wild game and to retain the carcasses and skins and other parts as its own property, provided that game capture and the sale of captured game is to be given preference above culling or hunting. Any income derived by the Association in this regard shall be paid to the levy fund. In exercising its rights of culling, the Association shall exercise such rights with due regard to the requirements of the relevant authorities.

## **2.4 RECREATION**

Notwithstanding the contents of 2.3 above, the Association shall provide at least the following recreational facilities:

- 2.4.1 Picnic facilities at certain demarcated areas where basic infrastructure may be provided.
- 2.4.2 Cycling will be permitted on the property subject to specific regulations thereon.
- 2.4.3 Hiking trails will be established and maintained for the benefit of the Members.
- 2.4.4 Fishing shall be permitted in allocated areas subject to any laws, Provincial Regulations and Ordinances.
- 2.4.5 No fireworks are allowed.

## **2.5 PETS**

No domestic animals or pets are allowed onto the property unless authorized by the Board of Trustees, with the exception of Members who occupy their Stand full time who shall be allowed to keep a maximum of two pets provided that:

- 2.5.1 For purposes of this paragraph "Pets" shall be defined as dogs or cats only. **NO FARM ANIMALS ALLOWED.**
- 2.5.2 Such pets are not a nuisance, disturbance or in general detract from the ambience of the Estate or Reserve or have any affect whatsoever on the wildlife of the Reserve or detract from the utilization of any Member.
- 2.5.3 Keeping of pets shall only be permitted within a fenced in area of a Stand, which fence must comply with the regulations governing fencing of Stands.
- 2.5.4 All pets must be sterilized and rendered incapable of reproduction. Updated details of pets must be submitted to the Board of Trustees at all times.
- 2.5.5 Dogs must be walked on a leash when on Common Property.
- 2.5.6 Pets are not allowed to roam the streets.
- 2.5.7 Every pet must wear a collar with a tag indicating the name, telephone number, and address of its owner.
- 2.5.8 The Board of Trustees shall have the right to terminate or change the allowance to keep pets in general or any pet in particular based on above provisions or any new provisions which may be made from time to time.

### **3 ADMISSION**

Admission to the property shall be subjected to the following:

- 3.1 Signature of an indemnity form indemnifying the Association against any loss or injury whatsoever.
- 3.2 Signature of any control sheets and adherence to the rules and regulations.
- 3.3 Search of any vehicle or person entering, exiting or moving on the Estate.

### **4 SECURITY**

Security measures for the Estate will include a guarded security gate during the day to the Estate, random patrolling of the Estate, Electric game fencing on the perimeter of the Estate and other measures deemed necessary by the Trustees from time to time.

- 4.1 Security rules and protocol at the gates and elsewhere in the Estate shall be adhered to at all time.
- 4.2 Visitors may be refused entry into the Estate where proper authorisation of the owner to be visited has not been obtained.
- 4.3 Any ID card system to be introduced by the Association for permanent workers, temporary workers and contractor representatives must be conscientiously enforced by every owner with respect to people in his/her employ or contracted by him.
- 4.4 Owners are obliged to request visitors to adhere to security protocol and owners are obliged to treat the Security Personnel in a co-operative and courteous manner.
- 4.5 Owners are obliged to ensure that contractors in their employ adhere specifically to the security stipulations.

- 4.6 Successful security depends on attitude and members should be aware that they need to enforce and apply security to ensure its success.
- 4.7 Burglar alarm systems acquired for residences are required to be compatible with the electronics of the estate security system.
- 4.8 Where possible the gatehouse must be advised in advance of the pending arrival of visitors and vehicle registration numbers should be provided by the relevant owner expecting the visit.
- 4.9 No taxis are allowed onto the Estate.

It is recorded that the perimeter security & access control system serve as a deterrent and detection function and are not guaranteed to prevent a determined attempt at intrusion into the Estate. Accordingly, neither the developer, the Association, the security contractor, nor any of their agents or employees shall be held liable for any loss of life, injury, damage or loss of property suffered by any person.

## **5 WASTE DISPOSAL**

Members and/or occupants of a Site shall be obliged to:

- 5.1 Maintain in a hygienic and dry condition. Wheely bins with an animal-proof device (e.g. paddock chain – a chain with a cut in two links so they can interlock) must be acquired and moved to the entrance of the driveway for collection on Tuesday mornings.
- 5.2 Ensure that before refuse is replaced in such receptacle it is securely wrapped, or in the case of tins or other containers, completely drained; Thick bags must be used (available at Afgri).

## **6 DOMESTIC STAFF**

- 6.1 Domestic staff will be limited to two (2) persons per dwelling unit, with a maximum of one (1) worker residing on the Site (except in the case of a married couple both employed by the owner). No children of employees will be allowed to reside on within the estate.
- 6.2 A member or occupier of a Site shall:
  - 6.2.1 Accept responsibility for the activities and conduct of his servants and shall ensure that his servants understand and do not breach any rules, national or provisional legislation or local authority by-laws which may affect the Association.
  - 6.2.2 Ensure that his servants and their visitors or guests do not loiter on the common property.
  - 6.2.3 Ensure that his servants and their visitors do not cause undue noise within their properties or on the common property or elsewhere.
- 6.3 Any member or occupier whose servant consistently fails to abide by these Rules may be required to remove such servant from the Estate if so instructed by the Association.
- 6.4 No Member or occupier of a Site may request personal duties to be performed by any member of staff employed by the Association during his working hours.
- 6.5 If pre-arranged, one of the permanent employees of GWE, can collect servants with the Estate bakkie every morning at the gate at 07:15 and drop them off at their designated stands and collect them again at 16:15 on the stand and transport back to the gate. This service will be charged for and paid into the Home Owners Account for transport. At no time should employees be allowed to walk to the gate.

## **7 BREACH**

- 7.1 In the event that a member or guest of a Member breaches any provision of this Agreement, then without prejudice to any other remedies which the Association may have, such breach shall be resolved in accordance with the relevant provisions of the Constitution.
- 7.2 Further notwithstanding the above in the event of a Member or guest of a Member contravening any of the provisions contained in paragraphs 2.3.4 the Trustees or their duly authorised representative in Consultation with the Chairman or the Vice-chairman, may in their discretion require such member or guest of a Member to vacate the property and Estate immediately without further notice.