



## **GREENSTONE WILDLIFE ESTATE HOME OWNERS ASSOCIATION**

Association incorporated under Section 21  
Registration Number 2006/014416/08

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# **MANAGEMENT REGULATIONS**

## **Appendix 1**

### **PREAMBLE**

Management Regulations promulgated in terms of the MOI of Greenstone Wildlife Estate. Please contact your BOD should you wish to apply for a special permit regarding any of these regulations. A special permit is an application which may be sought from the BOD to allow a temporary change of a rule. They can be contacted by using the above listed email address or obtaining their contact details from the main gate.

### **1. AGREEMENT**

The Members and the Board of Directors (BOD) agree that

- 1.1 The Common Property shall be used by the Members 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.
- 1.2 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 BOD and the Manager by virtue of his duties.
- 1.3 The Grave site near 18, which is on common ground, has been addressed. We would like to assure the residents that due to legalities there can be no land claims on Greenstone.
- 1.4 Stand number 87, a 28 ha portion of land known as Yellowstone, has been added to the common property and falls under the same regulations as listed.

### **2. 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 BOD shall have the following rights and obligations in regard to the Common Property, namely:

- 2.1 The BOD shall take all reasonable steps to adequately maintain the existing roads on the Estate.
- 2.2 The BOD shall take all reasonable steps to prevent uncontrolled veldt fire and soil erosion on the Estate. Do not make fires on the Common Property unless in areas demarcated for that

purpose. Permission from the BOD is needed to burn any trash or vegetation on private stands.

- 2.3 The Member using the Estate shall do so at his own risk.
- 2.4 The Member and BOD shall not, or permit to be done, unless with prior written permission from the BOD:
  - 2.4.1 Hunting or shooting on the Estate; except for culling purposes or income generation for the Company.
  - 2.4.2 Make any excavations on or remove any soil from the Common Property or within sight of any road near a Stand, the river bed or the old "skietbaan" at no 19.
  - 2.4.3 Damage, collect, disturb or remove archaeological artefacts or any artefacts of historical or heritage nature on the Estate.
  - 2.4.4 Create or be the cause of any refuse or any accumulation thereof on the Estate
  - 2.4.5 Damage, remove or plant any flora on the Common Property
  - 2.4.6 Introduce or cultivate any non-indigenous/endemic fauna or flora on the Estate without the written consent of the BOD. All cycads or other permit requiring plants need to have the necessary permits available for inspection at any time.
  - 2.4.7 Collect or take anything from the Estate without the permission of the BOD including but not limited to wood, stones, flora, fauna, and soil. Collection of these articles is allowed within the boundaries of your privately owned stand however may not leave the Estate.
  - 2.4.8 Keep any live animals in captivity on the Estate, or for celebratory/traditional purposes, other than in accordance with any regulations adopted by the BOD.
  - 2.4.9 Create any disturbing noises on the Estate; the volume of music or electronic instruments or other sources of noise or partying, should be restricted to a level or should take place in such manner as not to be heard on adjoining properties. This includes noises emitting from any motorised vehicles.
  - 2.4.10 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.
  - 2.4.11 Introduce any motorized generators or power plants or any noise making object or apparatus on the Estate without the written consent of the BOD.
  - 2.4.12 Make new roads on the Estate or on any Stand or any Common Property area.
  - 2.4.13 Drive or traverse river beds or any other part of the Estate, unless specifically designated as a clearly defined road
  - 2.4.14 Exceed a speed of 20 km per hour when travelling on the Estate;
  - 2.4.15 Not blow or sound Hooters within the Estate other than in emergencies;
  - 2.4.16 Not use or cause to be used any motorized cycles or quad bikes on the Estate unless in demarcated areas identified for that purpose by the BOD and with their written permission. Residents who have motorized cycles must approach the BOD in writing, where upon a special permit will be issued to enable riding from their residence to the gate only. This permit may be withdrawn if it is abused. Overnight guests or day visitors with motorized cycles must be escorted by the resident from the gate using the shortest route to the residence and then back once he leaves. These motorized

cycles may not drive around on Greenstone. The Whatsapp group must be notified No underage children may operate these vehicles under any circumstance.

- 2.4.17 Disturb or interrupt the natural flow of any stream or river on the Common property or any Stand. We as Greenstone Wildlife Estate, are not here to provide people with any free water for personal, garden or other uses. This will set an unfair precedent and is not fair on all other residents. Drinking points and water dams may only be erected with the written permission of the BOD and thereafter must be maintained in an acceptable manner. Only existing identified water holes for the game, on common ground areas, will be supplied with free water. Existing water holes on private land, where there are no water holes on common ground nearby, will also receive free water, whether it be from the main dam or Greenstone's borehole. **All these sites have already been identified** and registered with the BOD. **All other water holes will be filled in their private capacity by their owners.**
- 2.4.18 Set up camp on a temporary basis or house, park caravans or tents on the Common Property without the written consent of the BOD. No camping or wooden structures are allowed on any undeveloped stand either.
- 2.5 The BOD shall have the following rights and obligations in regard to the Common Property, namely:
- 2.5.1 The BOD shall ensure that the Common Property is reasonably stocked with wild game in both number and variety at the BOD's expense. An environmental report is available for information.
- 2.5.2 The BOD 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.
- 2.5.3 The BOD shall be entitled, pursuant to its obligations, to introduce wild game to maintain or increase the existing levels of game.
- 2.5.4 Only the BOD 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 BOD in this regard shall be paid to the levy fund. In exercising its rights of culling, the BOD shall exercise such rights with due regard to the requirements of the relevant authorities.

### **3. LEVY COLLECTION PROCEDURE**

Levies are payable in advance and due before the 1st of each month. Levies are used for maintenance and running costs of the Estate and its Common Property. A statement is supplied by email or post during the month reflecting the current account balance. Please contact Pro-Property (address on our letterhead) if you do not receive your statements regularly. Owners are to ensure that their contact details e.g. cell phone numbers, email addresses and/or postal addresses are up to date on Pro-Property's database. Changes shall only be effective on receipt of written notice thereof.

- 3.1 Procedures for levies in arrears are as follows: **30 Days Outstanding Accounts**. An SMS to the cell phone number of the owner on Pro-Property's database will serve as a **Friendly Reminder** that payment has not been received and that the account is in arrears.

- 3.2 **60 Days Outstanding Accounts:** An SMS is sent, serving as a **Final Notice**, that should the account not be paid within the specified period, it will be handed over to an attorney for collection. An administrative fee is charged.
- 3.3 **90 Days Outstanding Accounts:** Should an owner fail to pay the full outstanding amount, or fail to make alternative arrangements before the due date, the account is **handed over** to an attorney for collection. An administrative fee will be charged. An SMS will be sent to inform the owner of action taken.
- 3.4 **Legal action:** Legal action is instituted by your BOD on behalf of the Company and may include issuing a warrant of execution and/or an application for sequestration/liquidation. Defaulters are liable for all legal costs, including client attorney fees, interest, collection commission, expenses and any charges incurred in the recovery of levies in arrears.

#### **4. RECREATION**

- 4.1 A picnic facility, previously known as the TBI, now named THE GREENSTONE LAPA, is for the use of all residents, their families and guests. This means you and your guests can walk, run, cycle, fish, picnic, bird watch for free. **The resident is responsible for his guests and to notify the whatsapp group** if you are using the area or if your guests are fishing, cycling, walking etc. The resident is also responsible for keeping the place neat and tidy and if this is not done you will be billed for a clean-up via your Pro Property account.

Outside guests who have no affiliation to residents are not wanted on the Estate.

- No abnormal loud and disturbing noise allowed
- No fires or hot coals must be left behind when departing
- Fire to be made in existing facilities only.
- Visitors to bring their own fire wood/briquettes. No wood to be collected in Greenstone
- Visitors to bring their own toilet paper.
- Keys to toilet must be collected from the Security guard at the Entrance Gate and given back before exit.
- All lights must be switched off before departure
- No pets allowed at communal areas.
- Respectable swimming attire must be worn at all times in the pool.
- The area is available for functions however certain rules apply. As toilet facilities are a problem Porta potties will be needed, added security for entrance and exit and the cottage needs to be booked through the BOD.
- However if any of the facilities are used by more than 10 people then the below cost per head is involved. Obviously this can be tweaked slightly depending on the visitors but it is the resident's responsibility to be open and honest when using this area and not use it for business purposes or abuse it. If any complaints are received then the BOD will be forced to act.
- Costs apply when you are utilising the area for company/group braais or spanbou, church gatherings, family reunions/ parties, bird clubs etc. This then becomes a function which needs toilet facilities, braai area and prohibits other residents using the area. A per head rate will then be charged ie R50.00 per head and a refundable deposit of R1000.00 in case

the area is left in a mess. The resident organising it needs to inform the BOD prior to the function and it will be debited to his account. The resident is also responsible for placing it on the whatsapp group so we all know the area is being used. A limit of 30 people is applicable.

- Please remember we have people paying rent right next to the Lapa area and we need to take this into consideration. The toilet facilities, parking, noise levels and security are not sufficient for bigger groups. Each function can be reviewed according to its merits and the BOD can make exceptions by consulting all the residents should we have a special request made in writing from an interdenominational Church group or Senior citizens gathering
- The rental of the cottage is as follows: A cost of R400.00 per night to rent the cottage bearing in mind you have no exclusivity to use the braai area or swimming pool. We all share on Greenstone. There are 2 braais so there should always be one available to use. Once again a resident will take responsibility for his guests.
- The monthly cost remains at R4000.00 per month. Long term lease is only available to people building at Greenstone and only for 3 months prior to completion of a house being built. People who are building at Greenstone need to make other arrangements for long term leases. Please contact the BOD should you be unsure of these regulations.
- Cycling will be permitted on the property subject to specific regulations and indemnities and be for the benefit of residents and their guests only. If a resident or a BOD member will not take responsibility for a guest then they do not enter Greenstone.
- Hiking trails will be established and maintained for the benefit of the Home Owners.

4.2 Access to 14 streams and the waterfall: The Members and BOD shall comply with the requirements of the Mpumalanga Parks Board, the owners of Mountainlands Estate, or its successors in terms of any law, in traversing on Mountainlands Nature Reserve. Mr Jannie De Witt, in his capacity as an owner of a portion of land higher up on the 14 Streams route, has been provided with a key to the gate into this area and this key is for his private use only. However should others wish to visit the area it can only be done with the express permission of Mr De Witt to visit his land only (which does not include the Mountainlands Estate area). In order to maintain good neighbourly relations with Mountainlands Estate it was decided, at a BOD meeting, that better regulation of access to the gate key as well as to the 14 Streams area was required by Greenstone Estate.

The following steps have now been introduced should you require access to 14 Streams:

- 4.2.1.1 Phone Mr De Witt for his permission to visit the area
- 4.2.1.2 Complete the new access register "14 STREAMS ACCESS" and "SIGN IN". This will be required before the Hitech Security Guard at the Greenstone Main Gate may hand you the key (in the past the general Greenstone Access register was used)
- 4.2.1.3 Ensure you are familiar with the routes you are permitted to use and DO NOT TRESSPASS onto other land (see 14 Streams Route Map at the gate)

Upon your return from the area hand the key back to the Security Guard and "SIGN OUT" on the 14 Streams Access Register.

The 14 Streams area is a pleasantly scenic drive and the waterfall has long been a favourite picnic spot for Greenstone Members; let us abide by the above conditions to ensure we retain this privilege for the future.



- 4.3 Fishing shall be permitted in allocated areas subject to any laws, Provincial Regulations and Ordinances. Do not leave caught fish lying on the banks or throw them in the dustbins.
- 4.4 No fireworks are allowed under any circumstances in the Greenstone Wildlife Estate.
- 4.5 Any use of the airstrip by any resident, Member or visitor needs prior permission of the BOD.
- 4.6 No more than 10 people may live in a house and more than 20 people visiting a stand need to notify the BOD of the function which is also placed on the group. Greenstone noise rules apply to the function. Any complaints from residents to the BOD will be actioned
- 4.7 Residents may not use any motorized cycles or quad bikes on the Estate unless in demarcated areas identified for that purpose by the BOD and with their written permission. No underage children or unlicensed persons may operate any vehicles under any circumstance

## **5. PETS**

- 5.1 No domestic animals or pets are allowed onto the property unless authorized by the BOD, with the exception of Members, who occupy their Stand full time, who shall be allowed to keep a maximum of two pets. Any tenants who have pets need to obtain prior permission from the BOD before moving onto Greenstone and will be required to sign a copy of the rules governing pets.
- 5.2 For purposes of this paragraph "Pets" shall be defined as dogs or cats only. NO FARM ANIMALS or exotics ALLOWED or any collection of animals or birds in captivity.
- 5.3 Pets may not be a nuisance, create disturbance or in general detract from the ambience of the Estate or Reserve or have any effect whatsoever on the wildlife of the Reserve or detract from the utilization thereof by any Member.
- 5.4 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.
- 5.5 Dogs must be walked on a leash when on Common Property and the roads.
- 5.6 Pets are not allowed to roam the streets.
- 5.7 Every pet must wear a collar with a tag indicating the name, telephone number, and address of its owner.
- 5.8 Visitors may enter Greenstone with pets however the resident they are visiting will be held responsible for all conduct.
- 5.9 The BOD 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.
- 5.10 All pets must be rendered incapable of reproduction or sterilized. Coloured images of all animals must be filed at the main gate to help with identification purposes should your animal leave your premises. These images must be labelled with the pets name, owners name, stand number and owner's cell phone number. It is the owner's responsibility to keep this file updated.
- 5.11 Please note the BOD may be contacted should you wish to obtain a special permit.

## **6. ADMISSION**

Admission to the property shall be subjected to the following:

- 6.1 Signature of an indemnity form indemnifying the BOD and the Estate against any loss or injury whatsoever.
- 6.2 Signature of any control sheets and adherence to the rules and regulations. Home owners and stand residents must have a relevant vehicle disc displayed on their windscreens. Should your registration or car change please request an updated disc from your BOD.
- 6.3 Search of any vehicle or person entering, exiting or moving on the Estate

## **7. SECURITY**

- 7.1 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 BOD, 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.
- 7.2 Security measures for the Estate will include a guarded security Estate entrance and a fenced perimeter.
- 7.3 Security rules and protocol at the gates and elsewhere in the Estate shall be adhered to at all time. Please make sure the gate closes behind you on entering and exiting the Estate
- 7.4 Visitors may be refused entry into the Estate where proper authorisation of the owner to be visited has not been obtained. Residents are expected to display their Greenstone vehicle discs to ensure easy access. If this is not displayed then the guard can deny access and you need to use your own remote to open the gate. Only residents or those Home Owners who are in the process of building will have access to remote controls for the gate. Remotes may under no circumstances be given to any non-resident. Residents will be pre-programmed into the gate security system limited to 2 cell phone numbers per stand.
- 7.5 Tenants fall under the same regulations as residents. Any Home Owner who is renting out his property needs to inform the BOD prior to them taking occupation.
- 7.6 Any ID card system to be introduced by the BOD 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.
- 7.7 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.
- 7.8 Owners are obliged to ensure that contractors in their employ adhere specifically to the security stipulations. Successful security depends on attitude and members should be aware that they need to enforce and apply security to ensure its success.
- 7.9 Burglar alarm systems acquired for residences are required to be compatible with the electronics of the estate security system.
- 7.10 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. If you do not notify the gate of a visitor who is coming, the guard will request them to call you. If you are not contacted then your visitor will not be allowed to enter. This will prevent people gaining access under false pretences. Should you have certain visitors ie your children, who



frequently visit then please supply the gate with a small list of no more than 5 vehicles who you will allow to enter their registrations, colour and make of car. If your visitor leaves after 18.00pm please collect his board and hand it in at the gate the next day. Visitors must also be requested to make sure the gate closes behind them before driving off.

- 7.11 It would be preferred that visitors attending a function meet the owner/resident at the entrance gate and travel to the venue together or else a route needs to be clearly demarcated beforehand.
- 7.12 Residents who have house sitters or visitors at Greenstone need to notify us on the whatsapp group. Please just give an idea of, the vehicle they drive, the colour and the registration number then this should pose no problem. Please note any residents/visitors who go on night drives need to inform everyone on the "Informasie Greenstone" whatsapp channel before leaving and again once they have returned. Do not shine any spotlights into animal's eyes or into any residential home or yard
- 7.13 No taxis are allowed onto the Estate.
- 7.14 A radio system is utilised by certain Members on the Estate. Anyone wishing to make use of this system is advised to contact the BOD for information and contact details. Each Member is required to test his own radio and set up a system with his immediate neighbours or others in his area. It is suggested you make a time each night where you all call each other to make sure radios work and communication is clear. Please note this system is private and has no repercussions or obligations to the BOD or the Company.

## **8. WASTE DISPOSAL**

The BOD shall ensure that a suitable refuse collection area is established and maintained. 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 BOD from time to time. A waste removal service is available at a monthly cost from Greenstone. Please contact the BOD should you like to make use of this service. Kindly move your domestic waste to the entrance of the driveway for collection on Tuesday mornings. Should you wish to remove your own waste then it can be left at the main gate within the confines of the fenced off area for waste purposes. Please note if **garden refuse** is not placed in a bag then it needs to be removed by the stand owner and not dumped in front of your gate, common ground or elsewhere on your stand.

- 8.1 Members and/or occupants of a Site shall be obliged to: Maintain all waste in a contained, hygienic and dry condition. Wheelie 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.
- 8.2 Ensure that before refuse is placed 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 Farmers Co-op).
- 8.3 Greenstone is a member of LEFPA. Each year dates are set which allow no burning of any kind. This includes burning of garden refuse or excess waste. We have to conform to these rules or else a fine is imposed by LEFPA. Please refer to their website for the dates and rules which govern making of fires.

- If burning is done outside these dates then please contact the BOD for permission.
- Our estate manager needs to be informed so our large fire extinguisher can be ready in case you have a problem.
- It also needs to be reflected on the Greenstone Information group so everyone is aware.
- The fire must be controlled and someone must be present the entire time of the burn.
- The fire needs to be put out completely before being left alone.

## **9. DOMESTIC STAFF**

- 9.1 Should you require your domestic staff to reside on the Estate please notify the BOD in writing before residence occurs. 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 or within the estate.
- 9.2 A Member or occupier of a Site shall:
- 9.2.1 Accept responsibility for the activities and conduct of his domestic workers and shall ensure that they understand and do not breach any rules, national or provisional legislation or local authority by-laws which may affect the BOD.
- 9.2.2 Ensure that his domestics and their visitors or guests do not loiter on the common property.
- 9.2.3 Ensure that his domestics and their visitors do not cause undue noise within their properties or on the common property or elsewhere.
- 9.2.4 Ensure that at no time any employee is traversing on any roads or areas of the estate by foot.
- 9.2.5 Any Member or occupier whose domestic consistently fails to abide by these Rules may be required to remove such domestic from the Estate if so instructed by the BOD.
- 9.2.6 No Member or occupier of a Site may request personal duties to be performed by any member of staff employed by the BOD during his working hours.
- 9.2.7 If pre-arranged, one of the permanent employees of the Company, can collect domestics with the Estate vehicle every morning at the gate at 07:15 and drop them off at their designated stands and collect them again at 16:15 from the stand and transport back to the gate. This service will be charged for and paid into the Company's account. At no time should domestics be allowed to walk to the gate.
- 9.2.8 It is the Members responsibility to make sure a copy of each domestics ID document is filed at the gate and updated on a regular basis.

## **10. LANTANA AND OTHER INVASIVE PLANTS**

- 10.1 Members are required to maintain their Stands, and in the event of such Member failing to do so, then the Company shall be entitled to take such action as may be necessary for the maintenance of such area and to charge the Member concerned
- 10.2 Should the Member be unable to attend to this, on a yearly basis, he may contact his BOD and request their assistance for a fee. We also request that Members slash the khakibos on their stands and not the grass, as we need to have a good stock of grass going into the winter. The khakibos shades out the grass, thus by cutting it, the grass is allowed to grow and seed. Should anyone wish to plant grass seed on ungrassed areas around their stands then please buy a mix of indigenous grasses (Rhodes, Smuts finger, Eragrostis curvula, Teff, borseltjie, cynodon, available from Farming co-ops.

## **11. NO BUSINESS FROM RESIDENCES:**

No Member may operate any business or income generating activity from a Stand without the prior written consent of the BOD, which consent shall be in the sole and absolute discretion of the BOD, irrespective of whether or not any lawful authority grants permission for such business activity.

## **12. RESALE OF STANDS:**

Please contact the BOD for a list of current agents. The onus is on the stand owner to have his borders marked correctly and no buyer will be allowed into Greenstone without an agent or the current property owner present. No "**FOR SALE**" signs are allowed on properties.

## **13. BREACH**

- 13.1 In the event that a Home Owner or guest of a Home Owner breaches any provision of this Agreement, then without prejudice to any other remedies which the BOD may have, such breach shall be resolved in accordance with the relevant provisions of the MOI.
- 13.2 Further notwithstanding the above, the BOD or their duly authorised representative in consultation with the Chairman or the Vice-chairman, may in their discretion, require such Home Owner or guest of a Home Owner to vacate the property and Estate immediately without further notice.