



## Constitution of Grietjie Private Nature Reserve

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## **1 NAME**

1.1 The name of the ASSOCIATION is the GRIETJIE PRIVATE NATURE RESERVE.

## **2 MEMBERSHIP OF BALULE NATURE RESERVE**

It is duly noted that the GRIETJIE PRIVATE NATURE RESERVE is a member of the Balule Nature Reserve, who will represent the GRIETJIE PRIVATE NATURE RESERVE at all bodies or forums at which Nature Reserves are represented, like the A.P.N.R.

## **3 LEGAL NATURE OF THE ASSOCIATION**

This voluntary association shall-

- 3.1 Be an association of persons under common law;
- 3.2 Be a legal persona distinct from its MEMBERS;
- 3.3 Have perpetual succession;
- 3.4 Not pursue the object of profit or gain either for itself or its MEMBERS.

## **4 LIMITATION OF LIABILITY**

A MEMBER shall not be liable for any obligations of the ASSOCIATION.

## **5 DEFINITIONS**

In this constitution words and phrases:

- 5.1 Incorporating one gender shall be deemed to include the other genders;
- 5.2 In the singular shall include the plural and vice versa;
- 5.3 Defined herein shall have the meanings set out against each and cognate expressions shall be similarly construed:
- 5.4 "A.P.N.R" means the Association of Private Nature Reserves made up to representation from Klaserie, Timbavati, Umbabat and Balule Nature Reserves and the Kruger National Park.
- 5.5 "ASSOCIATION" means GRIETJIE PRIVATE NATURE RESERVE and the legal relationship arising from this agreement.
- 5.6 "BNR" means Balule Nature Reserve.
- 5.7 "CHAIRMAN" means the person who presides over general meetings of the ASSOCIATION and meetings of the COMMITTEE.



- 5.8 “COMMITTEE” means the management body of the ASSOCIATION whose members are appointed under the provisions of clause 15.
- 5.9 “CONCESSION” means a right as approved of by the ASSOCIATION and the relevant legal authority.
- 5.10 “CONSTITUTION” means this agreement in terms of which members are associated
- 5.11 “FINANCIAL YEAR END” means the last day of June unless another month end is approved by the committee, in which case the new date will be the same as the date selected by the COMMITTEE.
- 5.12 “KNP” means the Kruger National Park.
- 5.13 “LAND” means immovable property, which forms part of the RESERVE.
- 5.14 “MEMBERS” means the persons, excluding an honorary member or an ex officio member, constituting legal land owners as individuals, partners or directors representing a partnership or companies that may own such land and who have signed the constitution of the ASSOCIATION.
- 5.15 “PERSON” means a natural PERSON and any association of natural persons of legal personae, whether incorporated or not.
- 5.16 “RESERVE” Means all the LAND which together comprises The GRIETJIE NATURE RESERVE as listed in Schedule “A” and as may be added to and deducted from in future.
- 5.17 “RULES” means resolutions and decisions of the ASSOCIATION in general meeting and / or decisions and resolutions of the COMMITTEE.
- 5.18 “WARDEN” means the employee of the ASSOCIATION appointed under the provisions of clause 17, or a committee member fulfilling the duties of a warden.
- 5.19 “FOUNDATION MEMBERS” means those members who agree to this constitution by the signing hereof and are paid up members of the ASSOCIATION before or on the 1<sup>st</sup> of July 2003.
- 5.20 “A MEMBER IN GOOD STANDING” means a MEMBER who has signed this CONSTITUTION of the ASSOCIATION and who is not in default in respect of any payment demanded by the ASSOCIATION or the COMMITTEE, or who has discharged this responsibility at the discretion of the COMMITTEE via the exchange for services and/or resources, where these services and/or resources are deemed of



a suitable barter value in lieu of full discharge of the above requirement. Should part of the requirements of the payments demanded be recovered via the exchange of services and/or resources, the member will still be liable for settlement of the balance in cash or cash deposit.

5.21 "HUNT" means hunt with the intent to kill, and includes-

- a) To search for, lie in wait for, bait, pursue, shoot at, set a snare or trap or disturb with the intent to kill a wild animal or animal, or;
- b) To dart or immobilize a wild or alien animal by any means or method for trophy purposes, or;
- c) To collect or destroy the egg of a bird or reptile.

5.22 "COMMERCIALISATION" means the use of a property for commercial purposes, whereby members of the public make use of the property and the RESERVE, or parts thereof, including but not limited to the following commercial enterprises: Guesthouse; lodge; training facility or school; campsite; bush camp; the provision of any accommodation for financial reward, whether directly, indirectly or in kind; store; stall; teagarden; picnic facilities; pub; permanent or designated parking areas for more than 5 vehicles per 10 ha.  
OR: using a property for farming purposes;  
OR: using a property for industrial purposes

## **6 DOMICILIUM**

The COMMITTEE shall from time to time determine the address constituting the domicilium citandi et executandi of the ASSOCIATION, subject to the following:

6.1 Such address shall be situated in the magisterial district in which the farm is situated and shall be the address of the chairman or the resident committee member appointed in a general committee meeting.

6.2 The COMMITTEE shall give notice to all owners of any change of such address.

## **7 OBJECTIVES**

To promote the ideals of the Greater Kruger National Park, Kruger to Canyons Biosphere Reserve and the Great Limpopo Transfrontier Park.

7.1 To officially proclaim the farm Grietjie or portions thereof, as an officially recognized Nature Reserve.

7.2 The sustainable conservation of the ecosystems of the reserve in their most undisturbed state possible; implying the following:



7.2.1 Adherence to the principles and policies underlying the Master plan for the management of the APNR in as far as these relates to the scientific preservation and management of the RESERVE'S fauna and flora;

7.2.2 Participating in research programs and implementing management and maintenance programs;

7.3 To represent the ASSOCIATION on the committee of the Balule Nature Reserve, who would in turn represent the ASSOCIATION at any meeting or meetings of the APNR or like entities.

7.4 To promote and further in whatsoever manner it considers necessary or desirable the common interests of the ASSOCIATION and its MEMBERS with regard to the scientific management of the fauna and flora of the RESERVE;

7.5 To represent its MEMBERS externally in all matters affecting the RESERVE including membership of BNR and like entities.

7.6 To merge with or become a member of any other association having substantially the same objectives as the ASSOCIATION and which in the opinion of the ASSOCIATION would be in the best interests of the ASSOCIATION.

7.7 To promote bush atmosphere and appearance within the parameters of the RESERVE

7.7.1 To allow the unhindered movement of game so as to afford its members the opportunity to experience an optimal bush environment

7.7.2 To demonstrate that big game as well as dangerous game and man can live together as part of the same system

7.7.3 To use GNR as a pioneering model to support clause 7.7.2

7.8 To maintain and enhance a tranquil, secure and safe haven for animals and humans in as natural an environment as possible.

## **8 POWERS OF THE ASSOCIATION**

The ASSOCIATION shall have all the powers of an association of persons including the power to-

8.1 Consider and decide applications for membership;

8.2 Incur such costs in pursuit of its objectives in terms of the Annual Budget as approved by the MEMBERS at the Annual General Meeting or any additional expenditure as approved by the MEMBERS at a Special General Meeting and recover such costs via levies from MEMBERS pro-rata to each MEMBERS total hectares;



8.3 Acquire or divest whether by donation, purchase, exchange, lease or barter, property, both movable and immovable and corporeal and incorporeal, to be held distinct from its MEMBERS;

8.4 Insure its assets against loss or damage;

8.5 Open, operate and close banking accounts;

8.6 Receive, invest and disburse monies for the advancement of its objectives from game management operations which it conducts for the ASSOCIATION;

8.7 Borrow such money or provide such security or procure by guarantee the repayment of such money due by it as may be authorized by resolution of MEMBERS in general meeting;

8.8 Execute agreements for the attainment of any of its objectives;

8.9 Compound, give time in respect of, settle or abandon any proceedings brought by or against it;

8.10 Affiliate with or contribute cash to anybody of persons having similar objectives to its own in order to facilitate the objective of the ASSOCIATION;

8.11 Make RULES and set policies for the control of the species of fauna and flora and the numbers thereof to be acquired, conserved and protected, exchanged, captured or otherwise managed in the RESERVE and execute such RULES and policies;

8.12 Employ, dismiss and settle the terms of employment of the WARDEN, employees, professional persons, experts, research workers, advisors, agents and others;

8.13 Make RULES for the regulation and conduct of its MEMBERS, provided such rules are essential for the attainments of its objectives;

8.14 Terminate the membership, fine or fence out MEMBERS for contraventions of the CONSTITUTION, the RULES or any of the terms or conditions of any CONCESSION or consent given to a MEMBER;

8.15 Refer any disputes to arbitration subject to the provision of clause 21

8.16 Invite the patronage of and grant honorary membership to any persons it considers desirable;

8.17 Prohibit illegal and unapproved hunting and fishing on the RESERVE.

8.18 Conduct legal proceedings in its own name;

8.19 Provide the necessary staff, infrastructure and logistic support to participate in research programmes and implementing management and maintenance programmes necessary for the attainment of its objectives;



8.20 Implement the principles and policies underlying the Master plan for the management of the APNR in as far as it relates to the scientific preservation and management of the fauna and flora;

8.21 Represent the ASSOCIATION on the COMMITTEE of the Balule Nature Reserve

8.22 Represent its MEMBERS externally in all matters affecting the RESERVE;

8.23 Enter into agreements with adjacent land owners procuring the unfettered movement of game across such land on such terms and conditions it may deem fit;

8.24 Appoint a COMMITTEE and / or subcommittees to be responsible for the day to day management of the RESERVE, or sections thereof;

8.25 Delegate all of its powers to the COMMITTEE in terms of clause 16;

8.26 Erect, maintain and patrol at the cost of the ASSOCIATION the perimeter and internal boundary fences of the RESERVE;

8.27 Make and maintain the internal access roads;

8.28 Determine the procedure for carrying out disciplinary enquiries;

8.29 Refer a matter for resolution by MEMBERS of the ASSOCIATION to a postal ballot;

8.30 Represent its MEMBERS to procure documentation or any information required to officially proclaim the farm, or portions of the farm Grietjie as an officially recognized Nature Reserve.

## **9 MEMBERSHIP OF THE ASSOCIATION**

9.1 The FOUNDATION MEMBERS of the ASSOCIATION are the persons whose names appear in Annexure "A" annexed hereto.

9.2 A person desiring to join the ASSOCIATION or committed to do so in terms of clause 11.3 which shall be considered and decided by the COMMITTEE, given such details of the prospective member as the COMMITTEE shall require.

9.3 On an application for membership being accepted, and notice thereof having been given in writing to the applicant, the applicant shall immediately-

9.3.1 Become entitled to the benefits and privileges of the ASSOCIATION;

9.3.2 Be liable for the joining fee as set by the COMMITTEE.

9.3.3 Become liable for all payments, fees and subscriptions due for the year in which he is accepted;



9.3.4 Sign and be bound by this CONSTITUTION and RULES, and shall be presumed to be aware of all the provisions of the CONSTITUTION and RULES as they may be amended from time to time in terms of clause 23

9.4 Subscriptions shall be due and payable upon acceptance as a MEMBER, and all other payments and fees on such date as the COMMITTEE may decide. If any MEMBER shall fail to pay any sum due and payable, the TREASURER shall immediately notify him of such non-payment, and, if the sum be not paid within a month of such notification the MEMBER shall at the discretion of the COMMITTEE cease to be a MEMBER of the ASSOCIATION. This discretionary right shall not restrict its other legal remedies to collect funds owing to it in respect of the subscription and fees contemplated in clause 9.3.2 and 9.3.3

9.5 All future membership fees, land levies and subscriptions shall be set by the COMMITTEE and decided upon at the annual general meeting of MEMBERS by a simple majority of votes cast at such a meeting.

9.6 A prospective member whose application for membership has been refused shall be entitled to appeal against such refusal to the MEMBERS at the next annual general meeting.

9.7 Membership shall cease in the instance of-

9.7.1 Natural PERSONS upon death, the membership transfers to the beneficiary of the estate, who then becomes the registered MEMBER

9.7.2 Final sequestration;

9.7.3 Partnerships and associations upon the passing of a dissolution resolution or final sequestration;

9.7.4 Companies, close corporations and trusts upon the de-registration or final liquidation of final sequestration;

9.7.5 All registered owners who dispose of their last immovable property forming part of the RESERVE, upon registration of transfer in the name of the new owner;

9.7.6 The COMMITTEE resolving and giving written notice to a MEMBER that he/she/it is in breach of his/her/its obligations under this CONSTITUTION and if such breach is not rectified by the MEMBER within 21 (TWENTY ONE) days of date of posting to the last known postal address of the MEMBER. Any appeal against the notice must be lodged in writing with the COMMITTEE within 42 (FORTY TWO) days of date of posting of the notice, and shall be decided by the arbitration in terms of clause 21;

9.7.7 A MEMBER giving 3 (THREE) months written notice thereof to the COMMITTEE.

9.8 Upon ceasing for any reason to be a MEMBER of the ASSOCIATION: the MEMBER shall remain liable for all amounts due to the ASSOCIATION or amounts, which may





later become payable, which were due by him to the ASSOCIATION at the date of the cessation of membership.

9.8.1 The MEMBER shall fulfil all outstanding obligations to the ASSOCIATION.

9.8.2 The MEMBER shall not be entitled to a refund of any fees paid to the ASSOCIATION.

9.8.3 THE ASSOCIATION shall be entitled to erect a game fence electrified on all sides with gates excluding the MEMBER's or former MEMBER's LAND.

9.9 A MEMBER or former MEMBER shall have no claim against the ASSOCIATION for loss or damage suffered by him arising from any bona fide actions of the COMMITTEE or any of the ASSOCIATION's employees.

9.10 Contravention of the CONSTITUTION and / or RULES by an owner of a share in undivided LAND shall entitle the ASSOCIATION to act against the entire undivided LAND in which such share is held.

## **10 RIGHTS OF MEMBERS**

The rights of a MEMBER to the ASSOCIATION are-

10.1 Subject to restrictions imposed by the CONSTITUTION, to enjoy all the benefits of ownership or occupation of the LAND which entitled him to membership;

10.2 To exercise any CONCESSION granted to him;

10.3 To appeal to the members in general meeting against any condition imposed in a CONCESSION granted to him;

10.4 To exercise any commercial rights granted to him by the COMMITTEE.

10.5 Membership of the ASSOCIATION shall NOT bestow upon MEMBERS any traversing rights with regard to the land or roads of other MEMBERS.

## **11 DUTIES OF MEMBERS**

The duties of a MEMBER to the ASSOCIATION are:

11.1 To act at all times in line with the ethos of a nature reserve and not to disturb fauna, flora or any other MEMBERS.

11.2 To abide by the CONSTITUTION, RULES and resolutions of the ASSOCIATION and to ensure observance thereof by his relatives, visitors, clients, employees, lessee and generally anybody who may be on his LAND;

11.3 To encourage any prospective purchaser or person who succeeds to ownership of his LAND, any portion thereof or interest therein, to be bound in writing by all the



provisions of the CONSTITUTION, RULES and resolutions of the ASSOCIATION, and to apply for membership in terms of Clause 9.

11.4 To do all things necessary and execute or supply or sign all such documents as may be necessary to proclaim the farm Grietjie or parts thereof as a Nature Reserve as set out in Clause 8.30 above.

11.5 To maintain their own roads;

11.6 To support the Fire Policy in Section 20 and further

11.6.1 Not to hold any other MEMBER liable for damage caused by a fire spreading from one plot to another, save for any gross negligent activity that a MEMBER has committed which has resulted in the spread of a fire and subsequent damage.

11.6.2 To ensure that proper control of all fires started on the reserve; including employees cooking fires are maintained in order to prevent the spread of such fires.

11.7 To confirm with the WARDEN that employees and potential employees are not detrimental to the safety and security of the community.

11.8 Not to apply directly to the Department of Nature Conservation or any other authority for any hunting permit or CONCESSIONS.

11.9 To obey and abide by all controls and security measures imposed by the ASSOCIATION with regards to entrance and exit gates.

11.10 Not to undertake any business activities not in keeping with a nature Reserve.

11.11 To ensure that no domestic animals like cows, goats or sheep are kept on the RESERVE.

11.12 To ensure that all domestic cats on GRIETJIE are sterilized to ensure no cross breeding with indigenous African Wild Cats.

11.13 To keep the numbers of domestic dogs and cats to a minimum with a view to reducing their numbers in the RESERVE as much as possible.

11.14 To ensure that all domestic dogs and cats are vaccinated against Rabies.

11.15 To ensure that all domestic animals are confined to the vicinity of their camp, or that they are restrained on a leash when outside of their camp.

## **12 SUBDIVISIONS**

12.1 The MEMBERS undertake not to subdivide any property below 21 hectares or 10 hectares if the property borders on the Olifants River.

12.2 All subdivisions must be approved by the ASSOCIATION.



### **13 MEETINGS OF THE ASSOCIATION**

13.1 An annual general meeting of the MEMBERS shall be held at a venue convenient to the MEMBERS not later than 3 months after the end of its financial year.

13.2 A special general meeting of MEMBERS shall be held on written request to the COMMITTEE, which shall set out the purposes of the meeting. The special general meeting can be requested by:

13.2.1 A MEMBER punished under the provisions of clause 8.14;

13.2.2 MEMBERS holding not less than one third of all the votes which MEMBERS could cast.

13.3 General meetings shall be convened by the CHAIRMAN on approval of the COMMITTEE, who shall give notice thereof in writing to all MEMBERS. Such notices shall be given in the case of annual general meetings and special general meetings four weeks and two weeks respectively before the dates of such meetings.

13.4 Both annual general meetings and special general meetings shall have the power to raise, discuss and decide any matter whatsoever provided that any resolutions which purports to effect amendments to this CONSTITUTION shall be posted or emailed to MEMBERS together with the Notice convening the meeting provided for in clause 13.3

13.5 A quorum for a general meeting shall be one third of the total number of MEMBERS IN GOOD STANDING, present, or by proxy.

13.6 The CHAIRMAN of the COMMITTEE or his nominee shall act as CHAIRMAN of the general meeting.

13.7 The COMMITTEE through the CHAIRMAN shall prescribe the procedure to be adopted by any general meeting, save that

13.7.1 All matters shall be decided by a show of hands, provided that decisions shall be by ballot on a motion to that effect by a MEMBER duly seconded;

13.7.2 The CHAIRMAN shall have a deliberative vote and in the case of an equal division the CHAIRMAN shall also have a casting vote;

13.7.3 A general meeting may be adjourned once to such time as the majority of MEMBERS present direct, provided that no business shall be considered at such adjourned meeting which could not have been transacted at the original meeting, and save that no notices of such adjournment need be given.

13.7.4 If a quorum is not present within 30 minutes after the time fixed for the meeting, the meeting shall be adjourned by the CHAIRMAN



13.8 A declaration by the CHAIRMAN that a resolution has been made and the voting for and against such resolution, with an entry in the minute shall be conclusive of the facts therein stated.

## **14 VOTING**

At every general meeting of the ASSOCIATION a MEMBER IN GOOD STANDING shall have one vote for each plot owned, and levies paid for, provided the Association fee has also been paid.

14.1 Each company, partnership, association, close corporation, institution, trust, statutory or other body owning LAND in the area comprising the GRIETJIE NATURE RESERVE shall be deemed to be a single voting MEMBER; provided that such entity is a MEMBER IN GOOD STANDING. Such organizations must provide a resolution identifying the individual entitled to vote on their behalf.

14.2 A MEMBER shall be entitled to appoint any person as his proxy to represent him at any general meeting of the ASSOCIATION and to vote on his behalf. The proxy shall be in writing and be lodged with the COMMITTEE not less than 48 hours before the time of the meeting and if not so lodged the CHAIRMAN shall be entitled to ignore it.

14.3 Any resolution to be proposed at a general meeting of the ASSOCIATION save those for amendments to the CONSTITUTION, shall be passed by a simple majority of the votes cast at such a meeting.

## **15 APPOINTMENT OF THE COMMITTEE**

15.1 The affairs of the ASSOCIATION shall be managed by the COMMITTEE consisting of a maximum of 8 and a minimum of 5 MEMBERS, excluding the WARDEN referred to in clause 17.

15.2 At each annual general meeting of the ASSOCIATION after the first meeting, the entire COMMITTEE shall retire. A retiring member shall be eligible to be re-elected.

15.3 Nominations for election to the COMMITTEE may be made in person or by proxy at the annual general meeting, and only paid up MEMBERS IN GOOD STANDING, and fulfilling the membership criteria may be nominated.

15.4 The CHAIRMAN, Treasurer, Vice Chairman and Secretary shall be elected by the MEMBERS at the annual general meeting by a simple majority of votes, either by a show of hands or by secret ballot. The COMMITTEE shall at its first meeting elect from their number the remaining portfolios not elected at the AGM. Office bearers may only hold the same office for three consecutive years, unless by a 75% vote of members in good standing at a general meeting of the ASSOCIATION this period is extended.

15.4.1 The COMMITTEE will, in addition to the portfolios currently employed in the running of the reserve, create and maintain each year a Security Portfolio which will constitute a mandatory portfolio. The COMMITTEE member in charge of this portfolio will establish a security sub-committee which is open to all owners of Grietjie and will



be managed in conjunction with official representatives of the SAPS and the CPF, provided that given any legal framework, the inclusion of the CPF and SAPS does not put the Constitution of the Association at odds with the functioning of the sub-committee. The purpose of this portfolio is to attempt to prevent and reduce crime on Grietjie, and to contribute to the apprehension of criminals involved on Grietjie.

15.5 A quorum for a meeting of the COMMITTEE shall be 50% of its members.

15.6 A meeting of the COMMITTEE shall be convened by the CHAIRMAN or his nominee, or by a quorum of the COMMITTEE.

15.7 The COMMITTEE shall be entitled to co-opt additional members for a specific task or to fill a casual vacancy. A co-opted member shall in any event cease to be such at the next annual general meeting of the ASSOCIATION after he was co-opted. The co-opted member has no voting rights on the COMMITTEE.

15.8 The CHAIRMAN of the COMMITTEE and in his absence the vice CHAIRMAN shall preside at all meetings of the COMMITTEE. At the meetings of the COMMITTEE, the member presiding at the meeting shall in addition have a casting vote. A simple majority of votes cast by members present, being not less than a quorum, shall be required to pass a resolution.

15.9 Only one member per title deed may be represented on the COMMITTEE.

15.10 A member of the COMMITTEE-

15.10.1 Who absents himself from three consecutive meetings of the COMMITTEE without a reason acceptable to the COMMITTEE shall cease to be a member of the COMMITTEE;

15.10.2 May be removed from office by a unanimous decision of MEMBERS OF THE COMMITTEE on condition that a full disciplinary procedure has been followed as per the conditions for an employee of the reserve. The member in question will have no vote in this instance.

15.10.3 Who fails to remain in GOOD STANDING for a consecutive period of more than 2 months shall cease to be a member of the COMMITTEE - unless there are extenuating circumstances and assurance is given that any outstanding amount will be paid within 1 month of the said member being informed of the default in writing by the TREASURER

15.11 A resolution of the COMMITTEE signed by its members (being not less than a 75% of its number) shall be as effective and valid as if it had been passed at a meeting of the COMMITTEE.

15.12 Minutes of the meetings of the COMMITTEE shall be kept and shall be placed in the minute book of the COMMITTEE from time to time.



15.13 The CHAIRMAN of the COMMITTEE, or any person appointed by the COMMITTEE, shall be the duly authorized representative of the ASSOCIATION in any legal proceedings brought by or against the ASSOCIATION.

## **16 POWERS AND DUTIES OF THE COMMITTEE**

16.1 All assets of the ASSOCIATION shall vest in the COMMITTEE, who shall manage such assets on behalf of the ASSOCIATION.

16.2 The powers delegated by the ASSOCIATION to the COMMITTEE are powers granted in clause 8.

16.3 The COMMITTEE shall not allow access to MEMBER's property for purposes other than those essential for the attainment of its objectives.

16.4 The COMMITTEE shall have the right to waive subscriptions and or levies of prospective members should it deemed to be in the interest of the ASSOCIATION.

## **17 WARDEN**

17.1 An executive official of the COMMITTEE called the WARDEN could be appointed by the COMMITTEE, provided that, if a WARDEN is not appointed, a COMMITTEE MEMBER will perform such functions.

17.2 The WARDEN shall be an ex officio MEMBER of the ASSOCIATION and of the COMMITTEE and shall be entitled to deliberate at all the general meetings of the MEMBERS and all meetings of the COMMITTEE but shall not have the right to vote thereat.

17.3 The WARDEN shall perform such functions and carry out such duties as shall be set out in his TERMS OF EMPLOYMENT.

17.4 No employee, or person appointed by the ASSOCIATION shall enter the property of another MEMBER other than in the exercise of his/ her duties and specifically so authorised by the WARDEN or COMMITTEE.

17.5 The WARDEN is not obliged to assist MEMBERS with their vehicles, boreholes, roads, payments to their staff or render any other personal services, so as to optimise the beneficial use of his time by the ASSOCIATION, unless authorised to do so by the COMMITTEE.

## **18 COMMERCIALISATION AND ECO-TOURISM**

The COMMITTEE shall have the power to decide if any commercialisation of any property will be allowed and such approval will not be unreasonably withheld. No development of whatever nature may exceed the ratio of development set out below:



## 18.1 COMMERCIAL AUTHORISATION PERMIT (hereafter refer to as CAP)

18.1.1 A total of 12 CAPs will be allocated within the RESERVE

18.1.2 These will be for commercial eco-tourism ventures only

18.1.3 Up to a maximum 200 guest beds in the RESERVE may be allocated to commercial accommodation, but must be within the 12 CAPs and 1 guest bed per 2 hectares (see 18.2 ALLOCATION CRITERIA). Guest beds refers to the number of commercial guests staying the night i.e. 2 people in a double bed would be considered 2 guest beds

18.1.4 Priority will be given to:

Firstly to those who are currently running existing commercial operations, then, Secondly to those who have expressed interest in running a commercial operation to the COMMITTEE at / or prior to the Annual General Meeting held on 22<sup>nd</sup> September 2007

## 18.2 ALLOCATION CRITERIA:

The number of guest beds allocated to a property or collection of properties will be allocated using the following criteria:

18.2.1 A maximum of 200 guest beds may be allocated on the RESERVE, but the allocation could be less depending on the size of the properties applying for the 12 CAPs

18.2.2 The number of guest beds per CAP will be allocated on a 1 guest bed per 2 hectare basis

18.2.3 The total number of combined owners, shareholders, staff members, non-paying guests living on the property may not exceed the guest bed numbers.

18.2.4 If more than one property is to be used to apply for a CAP, then all properties must be contiguous, and must first be consolidated into one title deed.

18.2.5 The footprint of all structures on the property (or properties) that has a roof of any type (including temporary structures) will be limited to 85m<sup>2</sup> per guest bed. All structures must be single storey.

18.2.6 Notwithstanding paragraph 18.2.5, should existing commercial ventures have a bulk and/or footprint (whichever is the greater) at the date of the Annual General Meeting on 22<sup>nd</sup> September 2007, more than what would have been allocated, the existing footprint and/or bulk will apply for that permit but may not be added to or altered in any way. If the footprint and/or bulk is altered in any way, the new maximum footprint (as per clauses 18.1.3 and 18.2.2) will apply and be calculated on 85m<sup>2</sup> per guest bed, based on 1 guest bed per 2 ha.



18.2.7 Guest bed allocation is per property and the CAP for the number of guest beds stays with the property and may not be sold, leased or assigned to any other property on the RESERVE.

### 18.3 CONDITIONS OF GRANTING A CAP

18.3.1 All CAPs issued will only become valid once all national and local regulations have been adhered to, and all necessary permits and permissions have been granted by the relevant authorities.

18.3.2 No property having a CAP may make use of on their property, or on the RESERVE'S access roads Motorbikes, Quad bikes or similar combustion engine device as decided upon by the COMMITTEE, other than to access the property (the vehicle being used must be registered and have the appropriate relevant license if applicable)

18.3.3 All lights will be screened with no naked lights visible on neighbouring properties

18.3.4 Noise levels will be kept to a reasonable minimum as determined by the COMMITTEE

18.3.5 The CAP will be suspended if any of these above conditions are breached until such time as the breach is rectified to the COMMITTEE'S satisfaction.

18.3.6 The Owner or entity to whom or which the CAP has been issued agrees to suspend all commercial activities should the permit be withdrawn by the COMMITTEE

18.3.7 Any property granted a CAP that does not make or attempt to make use of that CAP, at the discretion of the COMMITTEE, within a period of 24 months from date of issue will forfeit their right to that CAP and the CAP may be re allocated.

### 18.4 OTHER COMMERCIAL VENTURES

18.4.1 No commercial ventures of any kind will be given permits save those issued with one of the 12 CAP permits and existing buffalo breeding projects that are members of the RESERVE as defined in 18.4.3. The RESERVE will not support any other type of commercial venture.

18.4.2 Home offices and 'cottage industries' are not considered commercial ventures

18.4.3 No new commercial farming permits (including buffalo breeding) will be issued, as this land use is in direct conflict with wildlife. Buffalo breeding projects that were MEMBERS of the RESERVE as of the Grietjie Annual General Meeting dated 22nd September 2007, will have permits issued to them allowing for the continuation of that farming activity until such time as the farming ceases or the property is sold. The permit issued will then become invalid.





## 19 CONTROL OF GAME

19.1 In order to ensure the free movement of game in the RESERVE, no MEMBER shall erect or construct any fences or barricades on his LAND with the following exceptions:

19.1.1 A fence around his camp or complex.

19.1.2 A fence around bona fide ecological operations such as bomas for animals in transit, capture and release programmes and wild animal breeding projects. Such operations must be approved by the committee, whose approval will not be unreasonably withheld.

19.2 In view of the fact that GRIETJIE PRIVATE NATURE RESERVE has no boundary between itself and any other MEMBER ASSOCIATION of Balule Nature Reserve, the control of game will be determined by Balule Nature Reserve through scientific studies and assessments. If the numbers of game is deemed to be in excess of what is recommended for the area, game will be removed by live capture and/or killing by suitably qualified personnel. Any funds generated will be apportioned according to the protocols determined by the Balule Federal Committee. The balance will be retained by the ASSOCIATION for the benefit of the RESERVE.

19.2.1 MEMBERS will voluntarily grant written permission to the ASSOCIATION to manage and remove game on the MEMBER'S land in terms of clause 19.2 and such permission will be kept on file and will remain in place until such time as it is revoked in writing. The association, via the COMMITTEE and/or WARDEN, will give the members prior notice of such operations.

19.2.2 A MEMBER may not hunt, cull or capture game on any area open to the RESERVE, and may not apply to the Department of Nature Conservation or any other authority for such rights. Any such rights obtained as a result of a direct application shall not entitle a MEMBER thereto and shall constitute a breach of the provisions of this CONSTITUTION

19.2.3 Any MEMBER who kills or wounds or captures game shall be liable to the ASSOCIATION, in addition to any criminal liability, punishment, fines or penalties imposed upon him, for a compensatory fine of an amount not exceeding the costs required to be incurred by the ASSOCIATION in replacing the animal or animals so killed, wounded or captured, such costs to be determined by the COMMITTEE who shall be deemed to be acting as experts and not as arbitrators and whose decision shall be final and binding.

19.2.4 Any contravention of clause 19.2.3 by a MEMBER's relative, visitor, client, employee or by anybody else, who is on the MEMBER's LAND with his consent, shall be regarded as a contravention by the MEMBER himself.

19.2.5 Any MEMBER who kills or wounds any animals in self-defence or in any other pre-emptive situation must report such occurrence to the COMMITTEE or to the WARDEN within 24 hours and failure to do so shall be regarded as a contravention of clause 19.2.3. The COMMITTEE shall be entitled to investigate such an incident.



19.3 With reference to clauses 7.21 and 8.20, any damage causing animal will be dealt with by the WARDEN in accordance with conditions prescribed by the permit issued by the Provincial Department of Environmental Affairs.

## **20 FIRE MANAGEMENT**

20.1 A Firebreak will be provided in the boundaries of the RESERVE. This will be in accordance with any conditions imposed by the Law and the rule of the Fire Protection Association, if any.

20.2 The COMMITTEE, on behalf of its MEMBERS will apply to the Minister for an exemption from the requirements of Chapter 4 of the National Veld and Forest Fire Act 101/98 re “that every Land Owner must prepare and maintain a firebreak” around the perimeter of their Property.

20.3 The rules and regulations of the relevant Fire Protection Association, if any, shall be binding on all MEMBERS.

20.4 The WARDEN, or his representative, shall be the direct liaison with the Fire Protection Officer appointed by the Minister and all fires, whether planned or accidental shall in the first instance be reported to the WARDEN.

20.5 Landowners on the borders of the reserve will give their support in the preparation and maintenance of boundary firebreaks.

## **21 DISPUTES**

21.1 A dispute arising from an alleged infringement of the provisions of this CONSTITUTION, which remains unresolved after appeal to a general meeting of MEMBERS, the COMMITTEE shall refer the dispute to the BNR Committee who will appoint a suitably qualified arbitrator.

21.2 The arbitrator shall decide on matters submitted to him in accordance to what he considers to be just and equitable in the circumstance and in manner in which substantial justice is done as between the parties.

21.3 The parties agree that the decision in the said arbitration proceedings:

21.3.1 Shall be final and binding on each of them;

21.3.2 Shall be carried into effect;

21.3.3 May be made an order of any court of competent jurisdiction.



## **22 DURATION AND DISSOLUTION**

22.1 The ASSOCIATION shall have perpetual succession.

22.2 The provisions of clause 22.1 notwithstanding, the ASSOCIATION may be dissolved upon the resolution of MEMBERS by a two third majority of the votes cast at a general meeting held for that purpose.

22.3 Upon the dissolution of the ASSOCIATION the assets after payment of its liabilities shall be transferred by the ASSOCIATION at no cost to any other body of persons selected by the COMMITTEE which has substantially similar objects to the ASSOCIATION.

## **23 AMENDMENTS TO THE CONSTITUTION**

23.1 The provisions herein contained shall be known as the constitution of the ASSOCIATION which provisions may be altered by a seventy five percent majority of the votes cast at a general meeting of MEMBERS save-

23.1.1 That the precise terms of any proposed amendments to the CONSTITUTION shall be set out in the notices convening the meeting, and

23.1.2 That the purposes and objects of the ASSOCIATION shall not be altered without the consent of all members.

## **24 INDEMNITY**

24.1 Every COMMITTEE MEMBER or officer or servant of the ASSOCIATION shall be indemnified by the ASSOCIATION against all costs, losses, expenses and claims which he may incur or become liable to by reason of any act done by him in the discharge of his duties, unless such costs, losses, expenses or claims are caused by the male fide or grossly negligent act or omission of such person.

24.2 It shall be the duty of the ASSOCIATION to pay such indemnity out of the funds of the ASSOCIATION

## **25 BOOKS OF ACCOUNT AND RECORDS**

25.1 The COMMITTEE shall cause proper books of account and records to be kept so as fairly to explain the transactions and financial position of the ASSOCIATION, including,

25.1.1 A record of the assets and liabilities of the ASSOCIATION

25.1.2 A record of all sums of money received and expended by the ASSOCIATION and the matters in respect of which such receipt and expenditure occur;

25.1.3 A register of owners showing in each case their addresses;



25.1.4 Individual ledger accounts in respect of each owner.

25.2 On the application of any MEMBER IN GOOD STANDING, the COMMITTEE shall make all or any of the books of account and records available for inspection by such MEMBER.

25.3 The COMMITTEE shall cause all books of account and records to be retained after completion of the Transactions.

## **26 ANNUAL FINANCIAL ESTIMATE, FINANCIAL STATEMENT AND REPORT**

26.1 Before every annual general meeting, the COMMITTEE shall cause to be prepared an itemized estimate of the anticipated income and expenses of the ASSOCIATION during the ensuing financial year, which estimate shall be laid before the annual general meeting for consideration and approval.

26.2 The estimate of expenses referred to in 26.1 shall include a reasonable provision for contingencies.

26.3 The COMMITTEE shall cause to be prepared, and shall lay before every annual general meeting, for consideration an audited financial statement in conformity with generally accepted accounting practice, which statement shall fairly present the state of affairs of the ASSOCIATION and its finances and transactions as at the end of the financial year concerned.

26.4 The COMMITTEE shall further cause to be prepared and shall lay before every annual general meeting a report signed by the CHAIRMAN reviewing the affairs of the ASSOCIATION during the past year, for consideration.

26.5 The COMMITTEE shall cause copies of the schedules, estimate, audited statement and report referred to in 26.1 through 26.4 to be delivered to each owner at least fourteen days before the date of the annual general meeting at which they are to be considered.

26.6 Delivery under the section 26.5 shall be deemed to have been effected if the documents are sent by prepaid post addressed to the owner at his domicilium as reflected in the records of the ASSOCIATION.

26.7 At the first general meeting and at every annual general meeting, the ASSOCIATION shall appoint an independent professional accountant to hold office from the conclusion of the meeting until the conclusion of the next annual general meeting.

## **27 DEPOSIT AND INVESTMENT OF FUNDS**

27.1 The COMMITTEE shall cause all moneys received by the ASSOCIATION to be deposited to the credit of an account or accounts with a registered commercial bank in the name of the ASSOCIATION and such moneys shall only be withdrawn for the purpose of payment of the expenses of the ASSOCIATION or for any other purpose that the COMMITTEE deems fit in the fulfilment of the ASSOCIATION'S objectives.



27.2 Any Funds not immediately required for disbursement, may be invested in a savings or similar account with any bank.

27.3 Interest on moneys invested shall be used by the ASSOCIATION for lawful purpose.

## **28 BREACH**

The COMMITTEE may on behalf of and in the name of the ASSOCIATION institute legal proceedings according to the provision in clause 8.18, as follows:

- a) If any MEMBER breaches any of the provisions of this Constitution and/or fails to comply with any rules or regulations made in terms thereof, the COMMITTEE may on behalf of the ASSOCIATION serve notice on such MEMBER, as provided for in clause 9.7.6, calling upon him or her to remedy such breach within the period thus specified, and
- b) upon failure by the MEMBER to comply and remedy the breach as specified, the COMMITTEE may institute proceedings in any court of competent jurisdiction for such relief as the COMMITTEE may consider necessary, upon which such MEMBER shall be liable for and shall pay all costs of such proceedings on the scale as between attorney and own client, and all other expenses and charges incurred in obtaining said relief, and
- c) the COMMITTEE may claim damages from such MEMBER for such breach, in which case the MEMBER shall be liable for costs on the scale as between attorney and own client.

## **29 ANNEXURES TO THE CONSTITUTION**

Annexures to this Constitution shall be deemed to be incorporated in and form part of this Constitution, provided that such annexures have been accepted and approved in terms of the provisions contained in clause 23.

### **A) Foundation Members**

\_\_\_\_\_  
Signed

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Plot Number



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Print Name

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Date