

**PINEWOODS MOTOR PARK LIMITED**

**RULES**

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## **1.0. DEFINITIONS.**

In these Rules-

- 1.1. "Bach Licence" means a licence to use a bach entered into by the Company and a shareholder.
- 1.2. "Camping-Ground Regulations" means the Camping-Ground Regulations 1985 as amended together with the understandings and agreements reached with Auckland Council (and its predecessor council Rodney District Council) as to the application of these regulations to Pinewoods.
- 1.3. "Common Facilities" means all land, buildings, toilets, laundries, signage and notice boards, plant and equipment, roads, fencing, lighting and all other such amenities provided by the Company within Pinewoods.
- 1.4. "Company" or "Pinewoods" or "Park" means Pinewoods Motor Park Limited.
- 1.5. "Company Manager(s)" means the person(s), firm or company appointed as manager of the Company from time to time by the Directors.
- 1.6. "Constitution" means the constitution of the Company.
- 1.7. "Directors" means the directors of the Company elected or appointed under the Constitution.
- 1.8. "Effective Date" means the date on which the Rules become effective following approval by the Directors. The Rules may be added to, amended or modified from time to time by the Directors.
- 1.9. "Rules" means the rules of the Company as determined by the Directors.

## **2.0. SCOPE AND INTERPRETATION.**

- 2.1. In accordance with Clause 5 of the Bach Licence, the Directors are empowered to make Rules for the safety, cleanliness, preservation, development and enjoyment of the Park by all persons and the maintenance of order and good behaviour within the Park.
- 2.2. The Rules apply where applicable to all persons who are in the Park from time to time including shareholders, invitees/guests of shareholders (including tenants) and contractors working for shareholders (hereinafter called "Party" or "Parties"). Shareholders are responsible for and shall use their best endeavours to ensure compliance with the Rules by all such Parties.
- 2.3. If any inconsistencies arise between the Rules and the Constitution and the Bach Licence, the provisions of the Constitution and the Bach Licence take precedence.
- 2.4. The Effective Date for the Rules is 18 May 2016. These Rules supercede all previous Rules.

## **3.0. CONDUCT WITHIN THE PARK.**

- 3.1. No Party will create any nuisance, disturbance, undue noise or engage in any improper or offensive behaviour in the Park or conduct any activities which detract from the use and enjoyment

of the Park by other persons at any time and specifically between the hours of 11pm and 7am daily. On New Year's Eve, the 11pm deadline is extended to 1am on New Year's Day. Noise control as per the Auckland Council bylaws will be strictly enforced.

3.2. Consumption of alcohol in public areas is prohibited. Dispensation may be granted by the Directors in respect of designated areas for special occasions.

3.3. No Party shall cause any restriction or obstruction to the pathways, driveways, roads, entrances or exits within the Park. All persons in the Park have the right to access all areas within the Park, and fencing off of individual areas for any reason to restrict access is not permitted.

3.4. No Party shall use language or behave in a manner which is abusive or causes or is likely to cause offence, embarrassment, annoyance or to create a dispute with another person. Derogatory comments and/or written or verbal abuse of another Party or the Company Managers will not be tolerated.

3.5. The riding of bicycles, rollerblades, skates, scooters and skateboards etc in the Park is prohibited except in areas designated for these activities. These restrictions are for safety reasons and will be strictly enforced.

3.6. All persons within Pinewoods shall comply in all respects and at all times with the Camping-Ground Regulations.

3.7. No Party shall cause any damage to or smoke in or drop any litter in the Common Facilities.

3.8. No Party will dispose of any rubbish except into the bins provided in the Park.

3.9. No Party shall bring into, or keep within the Park, any equipment or apparatus which is or could be dangerous or cause injury to another person.

#### **4.0. NEW BUILDINGS, ALTERATIONS TO AND MAINTENANCE OF BACHES.**

4.1. All proposed alterations or new structures require Company approval and, where applicable, a Building Consent from Auckland Council. All building applications must be processed through the Company office and the requisite fees paid, forms completed and plans submitted. As part of the approval process, a site meeting will be held involving the applicant, Company Manager and all affected parties including adjoining neighbours. Building plans that adversely impact on other persons including neighbours (such as loss of existing views or privacy) will be carefully reviewed by the Directors, and the affected persons may make representations to the Directors on the matter, however the final decision as to whether approval is given for any such plans rests with the Directors.

4.2. Bonds paid will be refunded to the applicant when the construction is completed to Company satisfaction, a Code Compliance Certificate has been issued by Auckland Council (if applicable), any damage to Common Facilities has been repaired, all waste materials have been removed and the site

is in a tidy condition. No persons may occupy a bach until a Code Compliance Certificate (if applicable) has been issued by Auckland Council.

4.3. The maximum floor area for a bach is 46.8m<sup>2</sup> (500 sq. ft.) external measurement plus deck area of 18.6m<sup>2</sup> (200sq. ft.) external measurement. The minimum distance between baches is 3 metres. The maximum roof height is 5 metres but restrictions may apply to protect existing views. Cantilevered bay windows up to a maximum of 6 m<sup>2</sup> are permitted subject to Company and Auckland Council approval. Basements are to be used for storage only. Glass doors are permitted subject to Company and Auckland Council approval.

4.4. Decks may be enclosed with either clear plastic drops or glass subject to the applicant signing the Company policy document on decks (attached as Appendix 1).

4.5 During the year building, construction and related trades work in the Park may only be undertaken on week days between the hours of 8.00am and 5.00pm. On weekends power tools, motor mowers and like equipment may only be used between the hours of 9.30am and 4.00pm. Over the Christmas period all building work must cease on 20 December and not recommence until after the third weekend in January. Quiet work and painting between the hours of 9.30am and 4.00pm may be undertaken between 20 December and the Tuesday after Auckland Anniversary Day. No heavy or trade vehicles are allowed in the Park until after Auckland Anniversary weekend.

4.6. All Parties will keep the exterior of their baches in an attractive, clean and well-maintained condition, and will keep the land immediately surrounding their bach in a tidy condition free of any rubbish, materials or equipment. If any Party makes default in observing these conditions, after having had notice from the Company, the Company shall have the right to carry out any such work to ensure compliance with the Rules the cost of which shall be recoverable from the applicable shareholder.

4.7. Garden/Storage sheds are permitted; applications for a shed must be in writing to the Company and placement must be approved by the Company Manager. The maximum size of the sheds are – height 1.8 metres-width 1.2 metres-depth 0.90 metres. The Directors retain the right to have existing sheds removed.

4.8. Mowing of lawns over holiday periods is permitted between the hours of 9.30am and 4.00pm. Contractors are allowed in the Park to mow lawns after the second week in January.

4.9. Shareholders are not permitted to erect a tent around or adjacent to their bach. Prior approval from the Company Managers is required before a gazebo or shade sail can be erected; these are not to be used on a permanent basis.

4.10. Spa pools require written approval from the Company Managers prior to installation. A metal fence with a lockable gate must be erected around all sides of the pool following installation.

## **5.0. USE OF BACHES.**

5.1. Shareholders fall into two categories and the permitted use of baches differs between the categories.

5.2. Permanent shareholders are those persons who have applied to the Directors for permanent residency status and this has been granted. New shareholders, regardless of any relationship to an existing vendor shareholder, cannot apply for permanent residency status for a minimum period of 24 months from the date of their Bach Licence. The Directors in their absolute discretion may approve or decline an application for permanent residency status and shall not be required to give any reasons for their decision. Permanent shareholders may occupy their baches on a year-round basis, subject to the baches being vacated for two separate periods of a minimum of 5 days each between Easter and Labour weekends. A minimum period of 5 days must be spent in the Park between each of these 5 day vacation periods. These vacation periods are to ensure compliance with the Camping-Ground Regulations and are non-negotiable. Permanent shareholders who are absent from the Park for a minimum period of 3 months between Easter and Labour weekends are not required to comply with the requirement to vacate their baches for the two separate periods of 5 days each. Permanent shareholders are charged an extended living levy due to their fulltime use of Park facilities. There is no reduction in this levy or any other levies on account of any absences from the Park. Permanent shareholders may not have school age children attending school, or have children being home-schooled.

5.3. Non-permanent shareholders are all shareholders who do not have permanent residency status. Primarily baches may be used for holiday purposes only; holiday purposes comprises the period from the start of Labour weekend to the end of Easter weekend annually, together with all weekends, school holidays and public holidays throughout the rest of the year.

5.4. Anyone occupying a bach must be 21 years of age or older.

5.5. Only a shareholder, their respective partner-spouse-or defacto is permitted to occupy a bach for any extended period. Shareholders may apply to the Directors for permission for immediate family to use their bach for a limited period; application must be made if anyone including immediate family wishes to occupy a bach for more than 6 weeks. The Directors have sole discretion as to whether such applications are approved or declined, and shall not be required to give any reasons therefore.

5.6. All other persons occupying a bach must register at the Park office on arrival and advise an expected departure date.

5.7. Commercial renting of baches is not permitted. Shareholders may rent their baches for a period not exceeding 6 weeks in a calendar year to recover their annual levy and related outgoings. All bach rentals must be arranged through the Park office and tenants must comply with the aforementioned occupancy/ registration requirements.

## **6.0. TRANSFER OF OWNERSHIP.**

6.1. All shareholders own 500 shares in the Company. No shareholder may at the same time own more than 500 Company shares nor hold a Bach Licence for more than one bach.

6.2. In a buy/sell transaction, the sale price of the shares equates to the agreed value placed on a bach by the vendor and purchaser. All baches are and shall at all times remain the absolute property of the Company.

6.3. All share sales are subject to Directors' approval. Share sales are subject to a levy (currently 7.5% of the sale price excluding chattels to a maximum value of \$5,000) which is payable by the vendor to the Company prior to the Directors approving any such transaction.

6.4. The Company will not undertake apportionments nor make any refunds in respect of any levies or periodic invoices pertaining to a bach. Such matters are to be determined by the vendor and purchaser if necessary.

6.5. A trust cannot under the Constitution be the registered holder of shares in the Company; the holder(s) must be a natural person(s). A personal representative of a deceased shareholder or a trustee (who is a natural person) may hold shares in an estate situation whilst the deceased shareholder's affairs are administered. Where shares in the Company are registered in the names of more than one person, the first-named person in the person entitled to vote the shares.

6.6. All shareholders and prospective shareholders should be aware of the geotechnical issues relating to the stability of the cliffs surrounding the Park, the possible risks to baches and persons in these areas and the likelihood that the Company does not have current insurance cover on such baches. Geotechnical reports are available for perusal through the Company office. The Company and the Directors accept no responsibility whatsoever to any Party for any loss, injury, damage or destruction arising directly or indirectly from these geotechnical issues and risks. Geotechnical, engineering and other related costs pertaining to an individual shareholder's bach are payable by that shareholder; other such costs that pertain to the Park as a whole are payable by the Company.

## **7.0. MOTOR VEHICLES AND OTHER VEHICLES.**

7.1. The speed limit in the Park is 10KPH.

7.2. No Party shall drive a motor vehicle within the Park if under or likely to be under the influence of alcohol or drugs.

7.3. Shareholders' work vehicles are not allowed to be parked in the Park at any time. The Company Managers and/or the Directors in their sole discretion shall determine what comprises a work vehicle.

7.4. Each Party will provide the Company Managers with the current registration number of all vehicles belonging to the Party that may or will be used within the Park.

7.5. Shareholders must use their allocated carparks associated with their bach for parking purposes and shall not use another shareholder's carparks without the approval of that shareholder. Visitors should use either the shareholder's allocated carparks or the visitor parking within the Park.

7.6. No caravans or motorhomes may be parked/stored within the Park. Existing rights held by certain shareholders as at the date of these Rules are protected. All shareholders may, subject to

receiving prior approval from the Company Managers, park a caravan or motorhome in the Laurie Street carpark pending a vacancy becoming available within the boat park. All shareholders may park/store a boat in the boat park free of charge from Labour Weekend to Easter subject to there being a park available. If there are no spaces available within the carpark boats may subject to approval from the Company Managers be stored in other areas within the Camp but fees will apply.

**8.0. ANIMALS.**

8.1. No dogs are permitted in the Park under any circumstances.

8.2. All other pets must be under the control of a Party and be maintained in a healthy condition.

**9.0. HEALTH AND SAFETY.**

9.1. The Company strongly supports the Health and Safety at Work Act 2015. This requires us to identify all possible risks within the Park, and to then eliminate or minimise such risks to persons within the Park. All Parties should at all times act in a manner which will ensure no harm comes to other users of the Park, and should bring to the attention of the Company Managers any perceived risks within the Park.

**10.0. MISCELLANEOUS.**

10.1. All shareholders are required to have a private post office box for their personal mail. The only delivered mail that will be accepted at the Park office is hospital and ACC letters, and courier parcels.

10.2. The Company holds extensive insurances. Any claims for damage must be firstly discussed with the Company Managers and any claim arising completed via the Park office.

**11.0. ENFORCEMENT PROCESS.**

11.1. A breach of these Rules may be dealt with as the Directors in their sole discretion see fit, including possible forfeiture of shares and termination of a Bach Licence for a defaulting shareholder.

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PINEWOODS MOTOR PARK LIMITED

RULES RELATING TO ENCLOSURE OF DECKS

The following Rules apply to the enclosure of deck areas with glass or clear plastic drops-

1. All existing windows and doors in the bach must remain in place and be kept operative at all times and under all circumstances.
2. Any building work undertaken or authorised by a shareholder must be firstly approved by the Company Manager and/or Directors.
3. Should the Auckland Council at any time in the future change their rules/regulations relating to the enclosure of decks, the shareholder will at the shareholder's sole cost immediately remove any work or alterations undertaken and restore the bach to its original state. The shareholder shall have no claim on Pinewoods in relation to this matter.
4. Any building work undertaken or alterations made in relation to enclosure of decks will be closely monitored by the Company Managers and/or Directors, and if it considered not acceptable or authorised, the shareholder will be required to remove it immediately.
5. New baches will be carefully monitored during construction to ensure they have adequate doors and windows fitted between the living areas and deck(s).
6. Blinds, curtains or window coverings of any description are not permitted in the deck(s) area.

I/We agree to be bound by the above Rules.

Shareholder \_\_\_\_\_ Date / /

Shareholder \_\_\_\_\_ Date / /

