

**PINEWOODS MOTOR PARK LIMITED**  
(here-in-after referred to as “The Park” or “The Company”)

**GENERAL HOUSE RULES**

These general house rules are intended as a quick guide only and are subject to change. They should be read in conjunction with the Company Constitution and Licence to Use. Where inconsistencies arise the provisions of the Constitution and the Licence to Use take precedence.

1. The Directors are empowered to make rules and regulations for the safety, cleanliness and preservation of The Park and the maintenance of order and good behaviour within The Park.
2. Shareholders are required to comply with such rules and regulations and to ensure compliance by all persons, either visitor or invitee of the shareholder.
3. Breach of Company rules and regulations may be dealt with as the Directors see fit, including possible forfeiture of shares for a defaulting shareholder or cancellation of the Licence to Use for a defaulting shareholder.
4. The Company holds extensive Public Liability Insurance together with cover on all Baches. Claims for damage must be completed via the Park Office. A general excess of \$500 applies and an excess of \$1000 for all water damage claims.
5. Shareholders shall not create any nuisance or annoyance to other users of The Park, whether by excessive noise or otherwise. Parties are not permitted in open areas, including deck areas of baches, beyond 11pm with the exception of New Years Eve, when the time is extended to 1pm.
6. Consumption of alcohol in public common areas is prohibited. Dispensation may be granted by the Directors in respect of designated areas for specific occasions.
7. All shareholders have the right in common to use The Park facilities. Fencing off of individual baches or vehicle parks so as to unduly restrict foot traffic is not allowed.
8. Garden/Storage sheds are not permitted.
9. THE SPEED LIMIT IN THE PARK IS 10 KPH. The riding of bicycles, rollerblades, skates and skateboards etc within The Park is prohibited.
10. DOGS ARE NOT ALLOWED IN THE PARK.
11. Tents and campervans may only be parked on a designated site under the supervision of the Company Manager

**NEW BUILDINGS / ALTERATIONS TO BACHES**

1. All proposed construction requires Company approval and, where applicable, Council permit and therefore all applications must be processed through the Company office. Prior to any construction commencing a site meeting shall be held with the Park Manager, neighbours and all others that may be affected by the proposed building changes.
2. Maximum floor area is 46.8 m<sup>2</sup> (500 sq. ft.) external measurement plus deck area of 18.6 m<sup>2</sup> (200 sq. ft.) external measurement. Minimum distance between baches is 3 meters. Maximum roof height is 5 meters although restrictions may apply to protect existing views. Bay windows, up to a maximum of 6 m<sup>2</sup> and which must be cantilevered, are permitted subject to Council regulations and Company approval. Basements are for storage only. Glass doors are allowed subject to RDC and Company approval.
3. Decks may be enclosed with either clear plastic drops or glass subject to acceptance and signing of the company policy document on decks.
4. A bond of \$1,000 is payable to the Company prior to new bach construction. This is refunded when Council has issued a Code of Compliance, any road damage is repaired, all building waste materials cleared away and the site is in tidy condition.

5. Building times during week days is from 8.00 am until 5.00 pm only and it is the shareholders responsibility to inform all subcontractors of this.
6. Noisy power tools etc may only be used between 9.30 am – 3 pm on weekends. Please be considerate of your neighbours who are here at the weekend to relax.
7. Over the Christmas holiday period building must cease on the 20<sup>th</sup> December and not recommence until after the third weekend in January. Quiet work and painting times over this period are 9.00 am - 3 pm until the Tuesday after Auckland Anniversary weekend. No heavy vehicles are allowed in the park until after Auckland Anniversary weekend.

### USE OF BACHES

1. Primary use is for holidays and weekends only. Existing baches occupied on a semi-permanent basis must be vacated for two separate 5 day periods between Easter and Labour Weekend. A minimum period of 5 days must be spent in the park between each 5 day vacation period.
2. New Shareholders, regardless of any relationship to an existing vendor Shareholder, will be issued with a Licence To Use which will preclude the new shareholder from making any application to the Board of Directors for semi-permanent living status for a period of 24 months from the date of issue.
3. Anyone occupying a bach must be 21 YEARS OF AGE OR OLDER.
4. Only a shareholder, their respective partner, spouse or defacto is able to occupy a bach for any extended period. Shareholders may apply to the Board for immediate family to use their bach for a limited period and then only at the sole discretion of the Board.
5. Application must be made to the Board of Directors if anyone, including family, wishes to occupy a bach for more than six weeks.
6. All other persons occupying a bach must register at The Park office on arrival and advise The Park office of their expected departure date.
7. Commercial renting of baches is not allowed. The Company allows shareholders the opportunity, via The Park office, to recover their annual levy and related outgoings by way of limited renting for a period not exceeding six weeks in a calendar year subject to the above occupancy/registration requirements.

### TRANSFER / SALE OF SHARES

1. Shareholders own 500 \$1 shares in Pinewoods Motor Park Limited.
2. **All shareholders, or prospective shareholders, are aware of the Geo-Technical Report relating to cliff stability and the associated possible risks to some baches in those areas. The Company and Directors accept no liability to the Licencee, or any other person using the bach at any time, for any loss, injury, damage or destruction.** (a copy of the report is available for perusal at the office)
3. The premium attained for shares, upon selling, is determined by what the shareholders bach will sustain in terms of market demand, location and fixtures, fittings etc. However, the bach is and shall remain at all times, the absolute property of the Company.
4. Share sales are subject to a levy (currently 7.5%) of the total price and is payable to the Company prior to the Board approval of any such transaction.
5. The Company will not undertake apportionments nor accept requests for refunds in respect to annual levies or periodic invoices.
6. No shareholder may hold more than 500 shares nor hold a Licence to Use for more than one bach.