



**Life at Pinewoods, 23 Marie Avenue, Red Beach.**



***Operational Rules & Health and Safety Guidelines.***

# Information

## EMERGENCY NUMBERS

Dial 111 and ask for the AMBULANCE or POLICE or FIRE.

## AFTER HOURS EMERGENCY

For urgent matters please phone the camp mobile 022 656 6456 or press the doorbell outside of reception to contact office staff for assistance.

## URGENT CARE MEDICAL CENTRE.

The Doctors—Red Beach Shopping Centre 09 427 9130 Open 8am—8pm.

## WHEN TO CONTACT MANAGEMENT: Phone 09 426 4526

- In an extreme emergency, e.g. fire, flood, electrical, police, ambulance services required, or a malfunctions or breakdown of gates, street lights, problems in the showers/toilets in the main facility areas etc.
- When you are organising the delivery or pick up of large items.
- Contractors coming in to do work
- If you have a legitimate complaint about a noisy party or gathering that is causing a concern for you and others around the park.
- If you have security concerns regarding unauthorised visitors or other matters that you think require the attention of management.
- If you would like to apply to make alterations to your bach
- If you have any questions or concerns regarding anything within the park.

## RECEPTION HOURS & CONTACT DETAILS

### Summer Hours

**Monday to Friday:** 8am—8 pm

**Saturday & Sunday:** 8.30am—8pm

### Winter Hours

8am—7 pm

8.30 am—7 pm

**Email:** office@pinewoods.co.nz

**Phone:** 09 426 4526

# Life at Pinewoods Motor Park

## A GUIDE FOR RESIDENTS

To make your time here as comfortable as possible and in your own interests and the interests of others, please read this booklet.

Pinewoods was registered as a camping ground in 1936 with the Waitemata County Council. Later in 1949 it was registered as a company after a band of like minded campers came together to try and purchase the land from WCC after been able to use the park for over ten years at a cost of 2/6d per week. They were given 10 years to purchase the land and if they were unable to do so the land would be put up for sale. They were successful in buying the land.

Watt, Robinson, Rhodes, Wareham, Dryland and Jones are the names of the gentleman who started what we have now. There are now 245 shareholders along with a mix of caravan annual sites, casual campervan and camping sites, self contained and kitchen cabin accommodation.

The Entertainment Committee that Dudley Jones formed back in the 1940's still runs today and is a very integral part of Pinewoods. A book written by Dudley Jones daughter is available for purchase at reception giving an account of history and stories from the early Pinewoods days.

**Life at Pinewoods Motor Park** is very different from living in a house on a suburban section. It takes time for some people to make the necessary adjustments.

Some of these differences are: neighbours are much closer, we have extra duties towards them, we have travellers all year round arriving in their motorhomes, caravans along with those camping in tents.

Some of these differences have resulted in restrictions on freedoms which you would enjoy in another neighbourhood. These differences have resulted in the following guidelines, rules (later in this booklet) and suggestions which are designed to make life enjoyable, safe and comfortable for all residents.

If others have use of your bach while you are away, please ensure that they read and understand the contents of this booklet.

# Services Provided by Pinewoods Motor Park

## **Power and Water**

Each bach and those site holders with permission to reside here for extended periods have power and water meters. Shareholders/Annual Site Holders residing in the park are requested to read their own power and water meters, however if you are unable to do so please see management. An invoice will be emailed or posted to you soon after the readings. Non permanent shareholders will have their meters read quarterly and invoices will be emailed or posted out.

## **Gate Access Cards**

Gate swipe cards are \$20 each and are limited to Shareholder/Annual Site Holders and family members, or care workers only.

## **Rubbish Disposal**

There are several rubbish stations around the park, please follow the directions on the signs above the bins. The green rubbish bins are for your kitchen waste only. Twice a year there are inorganic bins available in the week prior to Easter and Labour weekend located at the beginning of Snake Gully for all other types of rubbish. Please save your rubbish for when the bins are available. Or alternatively the closest rubbish transfer station is located at Forge Road, Silverdale at a reasonable cost.

## **Recycling**

The recycling bins are the yellow bins at the rubbish stations, in this bin you can dispose of paper, cardboard, ( please break your boxes down ) newspapers and magazines, glass bottles and jars, plastic bottles and containers, aluminium cans and empty aerosols, milk and juice cartons and tin cans. Please do not put your recycling in the bin in a plastic bag.

## **Mail**

Hospital letters, ACC and Ministry of Health letters will be held at reception and the named resident will be called. All other mail will be redirected to the given address on file.

# Services Provided by Pinewoods Motor Park

## **Packages**

Packages will be held in reception and your name will be written on the white board outside of reception. This is your responsibility to check the board if you are expecting a package. We will only call you if food has been delivered and requires immediate pick up.

## **Garden Bin**

There is a green waste bin behind reception for all of your garden waste and lawn mowing clippings. This is the only place to put this waste, please do not put it under trees, over the cliff edge or on garden's anywhere within the park. No plastic bags in this bin.

## **Pest Control**

We have a local contractor that visits the park on a fortnightly basis. There are several bait stations located throughout the park for rat control. Please let us know at reception if you see rats around the park. A possum trap is also available if required.

## **Heralds**

Daily heralds are available for purchase at reception. If you have a subscription with New Zealand Herald, it will be held at reception for you. It is your responsibility to pick it up each day.

## **Boat Park**

The boat park is available for parking a boat, please see management for more information

**Wifi** You can purchase weekly or monthly wifi from reception or online.

## **Bach Sales**

If you are thinking of selling your bach please see management to make the necessary arrangements to get it listed on the Pinewoods website and Facebook page. All additional information regarding bach sales will be provided at this stage.

# Day to Day Life at Pinewoods Motor Park

## **Bach Rentals**

Baches can be rented out for 12 weeks per year only. This allows the shareholder to cover the cost associated with owning a bach at Pinewoods. Please see rules regarding this on page 13

## **Fire Safety**

In the event of a fire, raise the alarm by calling 111 immediately and informing the office by ringing the office doorbell located outside or ring the emergency phone number: 022 656 6456. Charcoal and wood BBQ's, braziers, open flame fish smokers and fireworks **are not permitted**.

## **Security**

Unauthorised visitors. If you see anyone around the park you do not recognise and looks 'suspicious', please phone reception immediately. Please take care not to lose or mistreat your gate access card. Any loss is a possible security breach and threat to everyone. If you have lost your card, please report it to reception so they can deactivate your card.

Bach keys will not be given out to anyone if we have not been given permission to do so. Please give reception a call or send an email giving authority for your keys to be given out.

## **Parking**

Please use your allocated carpark associated with your bach for parking purposes. You must not use another shareholder's carpark without the approval of that shareholder. Visitors should use the shareholders carpark or the visitor parking within the park.

## **Pets**

No dogs are permitted in the park under any circumstances apart from certified guide dogs wearing working jackets.

All permitted pets must be under the control of the owner and be maintained in a healthy condition.



## **Visitors**

All visitors must sign in at reception. This includes family, friends, caregivers, contractors and anyone else that doesn't reside here on a day to day basis. They will also need to sign out as they leave.

## **Engaging Contractors**

There will be instances when you will require a contractor to repair something or do work on or in your bach. Please advise reception if you have had to call contractor so that we can complete a Health and Safety Induction prior to any work commencing. If keys are required to be given out you will also have to give us authority to do so. Please see additional information regarding Health and Safety on pages 27-29.

## **Bottled Gas**

All gas bottle installations must be certified by a registered gas fitter and a copy of the certificate to be given to Management. Genesis Energy are the company that are familiar with the park and they can be contacted on 0800 300 400 for all your gas requirements.

## Service Numbers

If you require service for any of the following, here is a list that you can contact directly. All suppliers have been approved by Pinewoods Motor Park LTD.	
<b>Plumbing</b>	<b>Mark:</b> 027 497 7484
<b>Electrical</b>	<b>Waiwera Electrical</b> <b>Dean:</b> 027 499 7077 <b>John:</b> 027 450 7365
<b>Gas</b>	<b>2D Gas</b> <b>Doug</b> 022 136 8443
<b>TV/Aerial</b> <i>Installation &amp; Repair</i>	<b>AAA TV</b> <b>Andrew</b> 021 466 394 or 09 426 9580
<b>Locksmiths</b>	<b>Armstrong Locksmiths</b> 09 426 0126
<b>Electrical Inspector</b> <i>Inspections, compliance and contracting</i>	<b>DNI Electrical</b> <b>David Makeef</b> 0800 473 929 or 021 473 929
<b>Drainlayer</b>	<b>Oliver Digging Limed</b> <b>Paul Oliver</b> 021 950 500
If you require a specific contractor—please phone reception and we will provide with necessary details.	



# Pinewoods Shareholder Rules

## 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. “Park Manager (s)” means the person (s), firm or company appointed as manager (s) of the Park 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 1st September 2020.** These Rules supersede 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 Park Managers will not be tolerated.

3.5 The riding of bicycles, rollerblades, skates, scooters and skateboards etc in the Park is permitted in our bike friendly area only. Outside of these area's bicycles, e bikes can only be used by a person who holds a current driver's license.

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

3.7 . There are separate bins for different types of waste, please comply with all signage adjacent to the bins.

3.8 . 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.

3.9. No gang patches colours or insignia are permitted to be displayed or worn in the park.

4.0. Fish filleting must be done in a clean and sanitary manner.

4.1. Open fires within the Park are strictly prohibited. This includes charcoal & wood BBQ's.

4.2. No smoking is permitted in the playgrounds or common facilities within the Park.

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

4.1. All proposed building work within the Park (including new structures, alterations, major repairs and maintenance, and work which may impact on the Company's insurances) 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, Park Manager and all affected parties including adjoining neighbours.

Any building built before January 2000 is likely to contain asbestos. Therefore prior to any renovations been approved, an asbestos test must be carried out.

Building plans that adversely impact on other persons including neighbours (such as loss of existing views or privacy) will not be approved without the consent of the affected persons, or an explicit decision of the Directors in the event of dispute.

In the event of no successful agreement being reached between the parties, an “Independent Mediator” (a person with no affiliation to Pinewoods) will be appointed and endeavour to negotiate a successful agreement.

At the conclusion of mediation, where no agreement has been reached the matter will proceed to arbitration with a registered AMINZ independent arbitrator and that decision will be legally binding on all parties.

4.2 Where as section 4.1 relates to building applications by shareholders this section applies to all infrastructure and development projects, initiated by the Directors.

Under these circumstances shareholder views are encouraged, but the final decision of whether or how such projects are implemented, will be at the sole discretion of the board.. Mediation and Arbitration per 4.1 above, will not apply.

#### 4.3. *Restrictions on Hours and days of Work.*

- a) Contractors who have been retained by a shareholder or an annual site holder and who have completed the Pinewoods Health and Safety induction process may carry out all types of building, construction and related trades work in the Park on any weekday between 8.00am and 5.00pm and on any Saturday between 9.00am and 4.00pm, but excluding any public holiday, any public holiday weekend and the Christmas period. Contractors may not carry out such work on any Sunday.
- b) Any shareholder or annual site holder may carry out all types of building, construction and related trades work on their own bach or caravan during the hours specified for contractors in paragraph (a), and also between 9.00am and 4.00pm on any Sunday, excluding Easter Sunday and the Christmas period.
- c) Noisy work including hammering and the use of power tools and like equipment may not be carried out by anyone outside the hours specified in paragraphs (a) and (b); however, lawns may be mowed. 12

- d) No heavy vehicles are allowed in the Park between 20 December and the Tuesday after Auckland Anniversary weekend; except by agreement with the park managers. However lawn-mowing contractors' vehicles are allowed after the second Sunday in January

4.4. All Parties will keep the exterior of their baches in a 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.

4.5 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.

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

4.7. Spa pools require written approval from the Park Managers prior to installation. A fence with a lockable gate must be erected round all sides of the pool following installation or lockable lid.

4.8. The maximum size for a garden shed is 7 Cubic Meters. Prior approval from the Park Managers is required before the shed can be erected.

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

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

5.1 (a) Shareholders who have held their bach licence for more than 24 months from the date of issue.

5.1 (b) Shareholders who have held their bach licence for less than 24 months from the date of issue

### **5.2 Specific Use of Baches**

5.2 (a) Shareholders who have exceeded 24 months, may occupy their baches all year round.

5.2 (b) Shareholder under the 24-month category, will have a check in time of 2PM Friday, and check out time of 10AM Monday. Primarily baches may be used for holiday purposes only. Holiday purposes comprise the period from the start of labour weekend, to the end of Easter weekend annually, together with all weekends, school holiday and public holiday through the rest of the year.

5.3 There is no reduction in any levies, on account of any absences from the park.

5.4 Anyone occupying a bach without a shareholder present, must be 18 years of age or older.

5.5 (a) Only a shareholder, their respective partner-spouse-or defacto, is permitted to occupy the bach for any extended period. Shareholder 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, wish to occupy a bach for more than 6 weeks.

5.5 (b) Any persons occupying a bach under these conditions. Must register at the Park office on arrival, and advise the managers, of an expected departure date. They must also inform reception when they depart. The directors have sole discretion as to whether such applications are approved or declined, however, they will be required to give reasons for their decisions.

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

5.7. Baches can be let/rented for up to 12 weeks in total in any 12-month period. However, renting is restricted to a maximum period of 4 weeks to any one person.

All rental arrangements are to be confirmed with the Pinewoods Office advising of name, contact details and confirmation of eligibility to be occupying a bach in the park. i.e. age etc

The Shareholder is responsible for the tenant's behaviour and observing all the Park Rules. Not observing Park Rules could affect the Shareholders License to Occupy. Tenants must report to office on initial arrival and final departure from the park.

## **6.0. GARDENS AND TREES WITHIN THE PARK.**

### **6.1 Pinewoods Responsibility**

6.1 (a) Maintain trees and shrubs in the general ground area not specifically close to baches so that they do not grow in an uncontrolled way

6.1 (b) Apply for Resource Consent for removal of groups of trees where there are arborist and engineer reports that support their removal

6.1 (c) Apply for Resource Consent for a 5-year tree maintenance plan that enables Pinewoods Motor Park and individual Shareholders the right to maintain trees on an annual basis without the need to apply for consents

6.1 (d) Maintain trees (not identified for removal) in accordance with the Unitary Plan (not more than 10% of new growth annually), ensuring arborist input and Pinewoods Motor Park oversight of the work

6.1 (e) Meet the cost of tree removal where a Resource Consent has been obtained by Pinewoods Motor Park for removal of a tree

### **6.2 Shareholder Responsibility**

6.2 (a) Meet the cost of maintenance of a tree in the general ground area where the purpose of the maintenance is to enhance or maintain views where more than one shareholder will benefit, they will be encouraged to share the costs

6.2 (b) Shareholders are not plant any new trees or shrubs unless specific approval has been granted by management.

6.2 (c) They must keep the ground around baches clear of debris to allow water to flow and help maintain the health of the tree/s

6.2 (d) Clear bach guttering and gully traps on a regular basis to allow water to flow, as per above.

6.2 (e) Maintain retaining walls and where they have failed, replace them with new suitably designed retaining walls to prevent damage to trees and baches.

## **POLICY – COASTAL PROTECTION .**

### **Pinewoods Responsibility**

1. Engage Riley’s Consultants to undertake a comprehensive risk assessment of the cliff edge not less than every 10 years
2. Engage Riley’s Consultants to respond to specific incidents that occur that impact on the stability of the cliff edge
3. Where Riley’s recommend a geotechnical review or reassessing stability of the cliff on an annual basis for sections of the cliff edge, ensure this is carried out in a timely way
4. Where Riley’s recommend mitigation or remedial action such as fencing off areas where there are tension cracks or trimming of Pohutakawa trees, ensure this work is completed within 12 months of the report being issued

### **Shareholder responsibility (all costs to be met by the individual shareholder)**

1. At their discretion, commission an assessment report of cliff stability when considering sale or purchase
2. Where Riley’s recommend mitigation or remedial action such as installing soil nails to reinforce the slope, rock anchors, or ground anchors, ensure this work is completed within 12 months of the shareholder being notified of the requirement to take remedial action
3. Build palisade retaining walls where this is recommended by Riley’s as a mitigation or remedial action (
4. Remove decks or other structures to mitigate risk where this is recommended by Riley’s
5. Move baches away from the sea-cliff where this is recommended by Riley’s
6. Maintain vegetation along the cliff-edge to encourage and promote stability by controlling soil moisture through root binding effects
7. Do not dump vegetation and garden waste along the cliff edge



8. Do not undertake filling on the site
9. Ensure storm water run-off from the roof and impervious areas is directed and piped to a discharge point away from the cliff

**Note:** Pinewoods will provide a copy of the latest Riley's Report on assessment of the cliff edge to any person considering purchasing a shareholding in the park, as part of its disclosure obligations. If a potential shareholder (or their lawyer) requires an assessment of the cliff edge be undertaken before purchasing shares, then organisation and cost of the cliff assessment sits with the potential shareholder and not with Pinewoods Motor Park.

## **7.0. TRANSFER OF OWNERSHIP.**

7.1. 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.

7.2. 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 always remain the absolute property of the Company.

7.3. All share sales are subject to Directors' approval. Share sales are subject to a levy (currently 7.5% of the sale price excluding chattels) which is payable by the vendor to the Company prior to the Directors approving any such transaction.

7.4. 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.

7.5. 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 is the person entitled to vote when voting rights are exercised.

7.6. 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.

## **8.0. MOTOR VEHICLES AND OTHER VEHICLES.**

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

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

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

8.4 . Shareholders must use their allocated carpark associated with their bach for parking purposes and shall not use another shareholder's carpark without the approval of that shareholder.

Visitors should use either the shareholder's allocated carpark or the visitor parking within the Park.

8.5 . If you are considering bringing a campervan/caravan into the park, you must first ensure there is ample room to park your own car, (cars) with ample additional space to house a motorhome/caravan. You will need to seek permission from direct neighbours so as not to inhibit their views etc. and if this is approved in writing by them, then an application should be sent through to the Board for approval. NB there is a levy to be paid for accommodating motorhomes/caravans in 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 Park 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 be subject to approval from the Park Managers to be stored in other areas within the park but fees will apply.

8.6. All vehicles must have a current warrant of fitness and registration.

## **9.0. ANIMALS.**

9.1. No dogs are permitted in the Park under any circumstances. The exception is mobility dogs wearing their working jackets. All animals must be registered at reception. All permitted pets must be maintained in a healthy condition.

## **10.0. HEALTH AND SAFETY.**

10.1. 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 Park Managers any perceived risks within the Park.

## **11.0. MISCELLANEOUS.**

11.1. 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.

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

## **12.0. ENFORCEMENT PROCESS.**

12.1. 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.

# Pinewoods Annual Site Holder Rules

## 1.0. GENERAL.

1.1. These Rules apply to all persons in the Park from time to time including Licencees, invitees/guests of Licencees and contractors working for Licencees. Licencees are responsible for and shall use their best endeavours to ensure compliance with these Rules by all such persons.

**1.2. These Rules are dated and are effective from 1st September 2020 ; they supersede all previous Annual Licence Holder Rules.**

## 2.0. CONDUCT WITHIN THE PARK.

2.1. No persons will create any nuisance, disturbance, undue noise or engage in any improper or offensive behaviour within the Park. Complete quietness is compulsory after 11.00pm except on New Year's Eve, when the 11.00pm deadline is extended to 1.00am on New Year's Day.

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

2.3. The riding of bicycles, rollerblades, skates, scooters and skateboards etc in the Park is permitted in our bike friendly area only. Outside of these area's bicycles, e bikes can be used by anyone who holds a current driver's license.

2.4. 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 Park Managers will not be tolerated.

2.5. There are separate bins for different types of waste, please comply with all signage adjacent to the bins.

2.6. No smoking is permitted in the playgrounds or common facilities within the Park.

2.7 Playground hours are 7.30am-9.00 pm. Children under 8 years of age must be supervised by a responsible person.

2.8. Fish filleting must be done in a clean and sanitary manner.

2.9. Open fires within the Park are strictly prohibited. This includes charcoal & wood BBQ's.

3.0. No gang patches colours or insignia are permitted to be displayed or worn in the park.

#### **4.0. BUILDINGS, STRUCTURES AND GROUNDS.**

4.1. All proposed building work within the Park requires Company approval and must be applied for in writing, and approved by the Company in writing, before any such work commences.

(a) Contractors who have been retained by an annual site holder and who have completed the Pinewoods Health and Safety induction process may carry out all types of building, construction and related trades work in the Park on any weekday between 8.00am and 5.00pm and on any Saturday between 9.00am and 4.00pm, but excluding all public holidays and public holiday weekends. Contractors may not carry out such work on any Sunday.

(b) Any annual site holder may carry out all types of building, construction and related trades work on their own leisurebuilt or caravan during the hours specified for contractors in paragraph (b), and also between 9.00am and 4.00pm on any Sunday, excluding Easter Sunday and the Christmas period.

(c) Noisy work including hammering and the use of power tools, and like equipment may not be carried out by anyone outside the hours specified in paragraphs (a) and (b); however lawns may be mowed by the licensee on any day excluding public holidays, or by contractors after the second Sunday in January.

(d) Any licensee may carry out quiet work (such as painting) on their own Leisurebuilt or caravan between 9.00am and 4.00pm on any days that they are eligible to be in the park.

4.2 (a) For the purposes of this Rule the Christmas period extends from 20 December to the third Sunday in January.

(b) No heavy vehicles are allowed in the Park between 20 December and the Tuesday after Auckland Anniversary weekend, except by agreement of management however, lawn-mowing contractors' vehicles are allowed after the second Sunday in January.

4.3. Licensees are to ensure the grounds immediately surrounding their leisurebuilt or caravans are kept tidy and free of rubbish. Gardens are permitted but must be approved by Park Management.

## **5.0. USE OF CARAVANS.**

5.1. The annual licence fee covers the Licensee (s), his/her partner, his/her parents, children, children-in-law and grandchildren. All other visitors staying overnight will be charged the casual rate as set by the Company. All guests are required to register at the office on arrival.

5.2. Check in time for weekend use is 11 am Friday and check out is 2 pm Monday morning.

## **6.0. MOTOR VEHICLES, BOATS AND OTHER VEHICLES.**

6.1. No person shall exceed the speed limit of 10kph in the Park. Anyone receiving more than two warnings for abusing this rule will be restricted for bringing their vehicle into the park.

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

6.3 . Licensees must use their allocated carparks for parking purposes and shall not use another Licensee's carpark without the approval of that Licensee. Visitors should use either the Licensee's allocated carpark or the visitor parking within the Park.

6.4 . Due to restricted parking conditions campervans/motorhomes are not permitted to be parked within the Park if not already on the approved list. Campervans/motorhomes/caravans wishing to load or unload may temporarily park in the Park 3 days prior to and 3 days after holidaying to allow time to provision/load up and to unload/clean.

Boats, jet skis and trailers are to be parked in the boat park, or as directed by management. Wash down facilities are in the boat park, Snake Gully or as directed by management. No boats or jet skis or trailers are to be parked in the Park over the winter months (Easter to Labour Weekend).

6.5. All vehicles must have a current warrant of fitness and registration.

## **7.0. ANIMALS.**

7.1. No dogs are allowed in the Park under any circumstances with the exception of mobility dogs wearing their working jackets. All animals must be registered at reception. All permitted pets must be maintained in a healthy condition.

## **8.0. HEALTH AND SAFETY.**

8.1 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 Park Managers any perceived risks within the Park.

## **9.0. ENFORCEMENT OF RULES.**

9.1. A breach of these Rules will be dealt with by the Company, in their sole discretion, see fit, including possible termination of your Annual Site Holders agreement.



## Building Rules Pinewoods

1. New bach building, bach alterations or additions, decks, porches or landings, basements and developments including retaining walls. Any bach relocations or total rebuilding due to – land subsidence, erosion, earthquake or total loss by fire or any other event of nature, will be rebuilt under these rules.
2. Any bach building or alterations or additions carried out or approved by the Company before the following date will be exempt.
3. **These rules are dated 1st September 2020** and replace any, and all, previous rules. In these rules, the Company is Pinewoods Motor Park Limited. All types of work referred to above will be overseen by Pinewoods Property Committee, as appointed by the Board of Directors at that time.
4. All work carried out, under the classification of RBW (Restricted Building Work) must be carried by a LPB (Licensed Building Practitioner)

Any disputes regarding these rules or concerns from any affected Shareholders will be handled by the Board.

In any dispute, the Directors will consider all concerns from affected parties and work towards resolving them in the best interest of all parties, including the Company.

5. In all cases, any work, as per (1) will not begin until approved, in writing, by the Company and, where deemed necessary, must be consented by Auckland Council and all fees paid by the applicant, including any bonds set by the Company at that time.

Bonds paid will be refunded to the applicant when construction is completed to the Company's satisfaction and/or a code compliance has been issued by Auckland Council, any damage to the common facilities have been repaired and all waste materials have been removed and the site is left in a clean and tidy condition.

6. Please respect and accept these building rules. They are made in good faith and are to protect each Shareholder's rights.

### **SITING, POSITION AND SEPARATION**

When considering applications for building, additions, or extensions etc, as per rule (1) the Company will take into account the following:

- Sun, views, and outlook
- Access and parking
- Separation between baches and/or decks
- General Appearance
- Trees or plantings to be removed
- Affected Shareholders concerns

The minimum separation distance between baches shall be 3 meters. Eaves may overhang a maximum of 600mm into the distance between the baches. Existing baches that do not comply with this provision may remain, however additions may not be allowed.

### **BUILDING MATERIALS**

All types of building and other, as referred to in (1) will be completed with all new building products unless otherwise agreed to by the Company.

### **MAXIMUM HEIGHTS**

Different sites have different heights to protect other Shareholders view and sun and this will be taken into consideration by the Company. The heights shall be measured from the average foundation level to the highest point on the bach.

Where sites are excavated for garages, storage or other base developments, the finished upper floor levels shall not be more than 600mm above the existing ground level immediately surrounding the basement prior to excavation.

The maximum pitch of any roof shall be 15 degrees (please consider a flat style roof to preserve other Shareholders views.)

Note: This rule may not apply to existing baches and any application for those alterations will be considered by the Company separately.

### **SIZE -MAXIMUM**

The maximum footprint for baches (including decks) shall be 70 sqm external measurement including any cantilevered areas. The maximum combined floor area for a bach (including any basement and decks) shall be 118.2 sqm external measurement.

### **LANDINGS/RAMPS/STAIRS**

Maximum total area for landings is 1200mm x 900mm

Ramps to have a minimum gradient of 0.04 or 200mm rise over 5 meters.

Note that landings/ramps/stairs are excluded from the 70m<sup>2</sup> footprint calculation.

### **WINDOWS**

Bay windows will be included in the total floor area of the bach.

Windows may be extended out into or under a soffit but not beyond the line of the soffit. However, windows will not be approved if they extend into or negate the 3 meter minimum distance between baches.

### **LIVING AREA – BEDROOMS**

Each bach shall have at least one bedroom, having a minimum floor area of 9sqms. Additional bedrooms shall have a minimum floor area of 5sqm. Wardrobes and storage areas shall be in addition to the above minimum areas. Every bach shall have designated kitchen, living and bathroom areas.

### **BASEMENT**

Enclosure and development of sub floor spaces is allowed; however, any such area is included in the maximum floor area calculation.

## **BATHROOMS AND LAUNDRIES**

These are permitted on one or both levels providing they comply under these rules and all drainage connections to the waste system are carried out by a registered Drainlayer.

## **UPGRADING**

When requesting permission to carry out extensions or alterations, Shareholders maybe asked to upgrade their existing baches to gain approval for that addition or alteration. In those cases, all that upgrading work must be completed together.

As part of the general upgrading of the park, Shareholders may, from time to time, be required to upgrade their existing baches. If requested to do so in writing by the Company that upgrade work shall be carried out and completed within one year of that request. In the event of the Shareholder failing to carry out that upgrading work, the Company reserves the right for the work to be carried out by an LBP and all costs incurred will be charged to that Shareholder.

## **GROUNDS**

As part of the general upgrading of the park, all licensees are requested to keep their grounds around their units tidy and well maintained.

## **POWER**

Power lines must, where possible, be laid underground with any new building of baches.

NB: These rules are intended as a guide for any changes and alterations within Pinewoods. There is a full detailed set of building rules available from reception.

## Health and Safety—Residents

**Pinewoods Motor Park LTD and residents have a responsibility under the Health and Safety at Work Act 2015 to ensure all employees, residents and contractors onsite have a safe working environment.**

### **Inflammable Materials**

Residents are restricted to the following maximum amount of inflammable materials in and around their Bach. This includes the following:

- LPG/CNG: Maximum of 2 x 45 KG bottles
- Petrol/Diesel: Maximum of 1 x 20L container
- Petroleum based paints, thinners and cleaners: Maximum of 25L
- No other inflammable materials are permitted unless approved by the Board of Directors

### **Actions That Affect Other Residents**

All residents, their visitors and their contractors must not create a hazard for other residents, visitors or contractors. This includes but is not limited to the following:

- Inconsiderate parking
- Inconsiderate use of a vehicle on site
- Creating noise that is unacceptable
- Creating dust that affects other residents
- Creating fumes that affects other residents
- Creating smoke
- Leaving rubbish, building materials, maintenance materials etc. in such a fashion that it could create a hazard onsite or used to create a hazard
- Leave any object in common areas
- Any action or distraction that could cause an accident or loss of concentration such as verbal abuse, throwing objects, acts of intimidations, pushing or shoving people or equipment etc

Any hazards or potential hazards must be reported immediately to either management or a Director - this will then be rectified immediately.

## **Falling Objects**

No resident must throw, drop or place any object in such a position that it will fall from a heightened area (such as a balcony) to the ground below.

## **Drugs and Alcohol**

Anyone who is intoxicated or under the influence of illegal drugs is prohibited from the general grounds and any area where contractors may be working.

## **Smoke Detectors In Your Bach**

Residents are requested to maintain vigilance when doing anything around smoke detectors within their Bach or common areas. Residents must ensure their smoke detectors are operational at all times. Residents should not place furniture or any other object in such a position that it will interfere with the operation of a smoke detector or sprinkler system.

## **Visitors**

All residents need to ensure that their visitors sign in and out every time they wish to visit you. They should check the hazard board located in the office so they are aware of any health and safety issues or restrictions that may be in place at the time of visiting.

No resident may bring fire arms, ammunition, explosives, fireworks etc into Pinewoods Motorpark without the approval of the Board of Directors or Management.

## **Residents With Medical Issues**

Management and the Board of Directors should be informed of any residents that have a medical condition that:

- May be affected by any work being carried out by onsite contractors
- Will require assistance in the case of an evacuation
- May need an ambulance in case of an emergency

## **Anti-Social Behaviour**

All forms of anti-social behaviour within Pinewoods Motor Park will not be tolerated as such behaviour can have unexpected / unplanned outcomes / consequences.

## **Evacuation**

All residents must be aware of the emergency evacuation plan.

## Health and Safety—Contractors

Any structural work required to a residents Bach can only be done after following the required steps;

- Residents will need to pick up a Building Application Form from the office
- Residents will need to provide all information required and stated on the Building Application Form along with the appropriate signatures
- A \$150.00 Building Application Fee may apply depending on the type of work required
- The Building Committee will need to approve the Building Application prior to work being done

### Sign In/Out

All contractors must sign in and out before entering and exiting Pinewoods Motor Park. A Health and Safety Induction must take place at the beginning of each job. All contractors must read, agree and sign the Health and Safety form provided to them at time of arrival. All contractors must site the hazard board to be aware of any health and safety issues or restrictions around the park.

All residents must ensure contractors have the appropriate approved training and skills to carry out any work required.

Any work taking place must not interfere with other residents, If there is the possibility of work interfering with other residents, then it is the responsibility of the Bach owner who is authorising the work to let those residents who may be affected know to prevent future issues, also management and the Board of Directors must be notified in advance in case of any hazards that may arise.

### Hours of Work

Monday - Friday: 8am - 5pm

Saturday - 9.00am - 4.00pm

Sunday/Public Holidays: No contractors permitted to work

Contractors must not dispose of any waste or by-product within Pinewoods Motor Park. Contractors must have the appropriate certificates or training to operate any tool or equipment that they have to use to complete the task at hand. If the contractor sub-contracts out work then the same rules must apply to the sub-contractor.

Effective Date : 1 October V3