



Life at Pinewoods, 23 Marie Avenue, Red Beach.



***Operational Rules & Health and Safety Guidelines.*** <sup>1</sup>

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## 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 reception to contact office staff for assistance.

### URGENT CARE MEDICAL CENTRE.

The Doctors—Red Beach Shopping Centre 09 427 9130 Open 8am—5pm.

Hibiscus Coast Medical Centre, 13 Moana Ave, Orewa 09 421 9170 Open 8am – 5.30pm

### WHEN TO CONTACT THE OFFICE: Phone 09 426 4526

- In an extreme emergency, e.g. fire, flood, electrical, police (Phone 111 in the first instance), or a malfunctions or breakdown of gates, streetlights, 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 or you are planning to sell your bach and want it listed on our website and Facebook pages.
- If you have any questions or concerns regarding anything within the park.

### RECEPTION HOURS CONTACT DETAILS

#### Summer Hours

Monday to Friday: 8.00am—7.00pm

Saturdays Sunday: 8.30am—7.00pm

#### Winter Hours

8.00am— 5.00pm

8.30am— 5.00pm

Email: [office@pinewoods.co.nz](mailto:office@pinewoods.co.nz)

Phone: 09 426 4526

### **A GUIDE FOR SHAREHOLDERS AND SITEHOLDERS RESIDENT AT PINWOODS**

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

Pinwoods has an interesting history. It was registered as a camping ground in 1936 with the Waitemata County Council, who in later years decided to sell the land. A band of like-minded campers, who had been able to use the park for over ten years at a cost of 2/6d per week, came together and approached WCC about purchasing the land. They were given 10 years to raise funds to acquire the land and if they were unable to do so the land would be put up for sale. In 1949 they registered as a company and were successful in buying the land and the rest, as they say, is history.

We are very grateful to the Watt, Robinson, Rhodes, Wareham, Dryland, and Jones families who started what we have now. There are now 250 shareholders on the site along with a mix of annual sites, casual campervan and camping sites, self-contained and kitchen cabin accommodation.

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

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

#### **Some of these differences are:**

You must be able to live independently. Management is not able to provide pastoral care and will contact relatives or close associates if any concerns are raised about your ability to live on your own. If you cannot continue to live independently, you and/or your family must consider alternatives. We highly recommend having a personal alarm linked to St Johns Ambulance service if you have any concerns about your personal safety.

The land and buildings are communally owned. Areas may not be fenced off for private use and you must consult the office and any affected neighbours before making alterations (see the building rules for more information).

Shareholders who have been at the park for more than two years may choose to live permanently at the park. Siteholders who have been at the park for more than five years may be able to have extended living rights. Seventeen siteholders currently have extended living rights and live permanently at the park. Others who meet the five-year qualifying period may choose to go on a waiting list for future extended living rights.

## PINEWOODS SOCIAL MEDIA RULES

In order to maintain a positive and respectful environment within the Pinewoods community Pinewoods management retains the right to monitor all posts to ensure postings are not defamatory, lacking in respect and civility, or irrelevant.

### **Our values:**

#### **Respectful:**

This means we will treat people with respect and earn the respect of others.

#### **Tolerant:**

This means we will be tolerant of people's differences and not judge them.

#### **Family-friendly:**

This means we will accept that sometimes kids are noisy and having fun.

#### **Honest:**

This means we will accept when we make mistakes and even apologise for our actions if needed.

#### **Environmentally Aware:**

This means we will adopt environmentally friendly practices including recycling.

#### **Privacy Policy**

No shareholders shall use information on other shareholders held by the Company or circulated to Shareholders by the Company or received from another shareholder or a third party for any purpose.

All shareholders shall keep all personal information they receive in relation to other shareholders confidential and shall not disclose such information on any other shareholder nor use any identifiable information on another shareholder to any third party. For the avoidance of doubt "information" and "personal information" includes shareholders email addresses.

If a shareholder becomes aware that there has been a breach of the Privacy Rule, even if such breach was an inadvertent breach, that shareholder must notify the Company immediately.

## SERVICES PROVIDED BY PINWOODS HOLIDAY PARK

### **Power and Water:**

Each Bach and those site holders with permission to reside at the park 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 \$25 each and are limited to Shareholder/Annual Site Holders, family members, or care workers only (we are currently exploring number plate recognition technology which will make it easier for everyone to come into and out of the park).

### **Mail:**

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, MOH and ACC letters, and courier parcels. Hospital letters, ACC, and Ministry of Health letters will be held at reception and the named resident will be called (and your name will be written on the whiteboard outside reception). All other mail will be redirected to the given address on file.

### **Packages:**

Packages will be held in reception and your name will be written on the whiteboard outside reception. It 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.

### **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. The closest rubbish transfer station is located at Forge Road, Silverdale at a reasonable cost.

Please DO NOT bring garden or other waste from your home into the park for disposal. This is unfair on other shareholders and siteholders who may find bins full because of this practice (and there is a cost to all shareholders and siteholders of rubbish disposal).

### **Garden Bin:**

There is a green waste bin behind reception for all 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 gardens anywhere within the park. Please DO NOT put plastic bags in this bin. Please do not bring green waste from your home into the park for disposal.

**Recycling:**

The recycling bins are the yellow bins at the rubbish stations, in this bin you can dispose of glass bottles and glass jars (empty and clean), tin, steel and aluminium cans (empty and clean), plastic bottles (grades 1, 2 and 5) from the kitchen, bathroom and laundry, plastic food containers (grades 1, 2 and 5), newspapers, magazines, and advertising mail, paper, cardboard (please break your boxes down), empty pizza boxes, egg cartons and window envelopes.

Please do NOT put your recycling in the bin in a plastic bag. Do not put very large, bulky items in recycling bins and definitely NO polystyrene packaging. There is polystyrene packaging recycle bins at Mitre 10 or take the polystyrene to the local tip.

**Pest Control:**

We have a local contractor that visits the park on a regular basis. There are several bait stations located throughout the park for pest control. Please let us know at reception if you see rats or possums 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 if you are living permanently at the park. Please see management for more information. Annual charges for parking apply.

**Wi-Fi:**

You are responsible to provide your own internet service.

**Bach Sales:**

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

## DAY TO DAY LIFE AT PINWOODS MOTOR PARK

### **Bach Rentals:**

Baches can be rented out for 12 weeks per year only (maximum four weeks to one person). This allows the shareholder to cover the cost associated with owning a bach at Pinewoods. Please see rules regarding this on **page 18**.

### **Fire Safety:**

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

### **Security:**

Unauthorised visitors: If you see anyone around the park you do not recognise and who look 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 a 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.

### **Gate Controls**

Please ensure that you meet your guests at the gate to ease their access into the park and accompany them to the gate to assist with their departure. Vehicles tooting for reception to respond and open the gate is causing distress to our neighbours.

### **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 Parking:**

If shareholders or siteholders have a visitor bringing a car beyond the gates, please register the vehicle at the office. Please ensure your visitors park in the visitor parking area or in a space around your site. Please do not use other people's carparks, even for short periods of time.

### **Use of Vehicles within the park:**

The speed limit within the park is 10 kph. Warnings will be issued to people who are exceeding the speed limit, and if more than two warnings have been issued, a restriction on bringing a vehicle into the park will be enforced.



All vehicles within the park must have a current warrant of fitness and registration, and all people driving within the park must hold a current driving licence.

To ensure the safety of other park users, no person shall drive a motor vehicle within the park if under or likely to be under the influence of alcohol or drugs.

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.

### **Use of E-Scooters, E-Bikes, motorised scooters, push scooters and skateboards**

Regrettably because of the dangerous nature of use of these vehicles, we have had to replace restrictions on the use of the above means of transport to keep people safe. Shareholders, siteholders and visitors may use any of the above within the park providing they hold a driving licence and observe road rules – speed restriction of 10 kph within the park, wear helmets, and don't put others at harm by going the wrong way down one-way streets.

Children may use the designated Beachside entrance and pathway for cycling, scootering and skateboarding but must be mindful that this is a shared path, and parents have overall responsibility for the safety of riders and other guests using this shared space.

Small children may use the designated cycle track at any time (as shown on the Park map). Parents have overall responsibility for the safety of the children using the track.

### **EV Chargers**

To meet the constraints of the camp's power system only trickle chargers suitable for a 10A fuse are permitted on shareholder sites, and no vehicle charging is permitted from annual sites, casual sites, or motel units, etc.

### **Insurance**

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

### **Pets:**

The park is 'pet free' to protect the flora and fauna and enhance bird life within the park. Dogs are not permitted in the park under any circumstances apart from certified guide dogs wearing working jackets. All permitted pets must be registered at the office and be under the control of the owner and be maintained in a healthy condition. Cats are not permitted in the park (unless the owner is permanently living at the park and a cat is already domiciled in the park as of June 2024). Pet rats, mice and all forms of farm animals are not permitted in the park.

### **Engaging Contractors:**

There will be instances when you will require a contractor to repair something or do work on or in your bach. You are responsible for ensuring the contractor has a health and safety policy and is following health and safety standard practices. We highly recommend you only engage with registered electricians, plumbers, gas fitters, painters, and builders for your own protection. 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 13 - 16**.

### **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 familiar with the park and they can be contacted on 0800 300 400 for all your gas requirements. Gas bottles must be safely installed – they must be placed on a fireproof base and be chained to the Bach or an erect stand. Gas appliances must be inspected every five years.

### **Using Pinewoods Shares as Security for a Residential Care Loan**

In the event that a Pinewoods shareholder qualifies for a Residential Care Loan and the state is willing to accept Pinewoods shares as security, then unless the directors in their absolute discretion decide otherwise in any particular case, the company will permit the shareholder to use their shares as security for the loan, on the following conditions:

- 1) The shares will be isolated and held in such manner as the company's lawyer may advise; e.g. being transferred to a Pinewoods nominee company, with the lender placing a charge over that company.
- 2) The shareholder or their agent will make all reasonable efforts to sell the shares, including advertising them through the company.
- 3) The shareholder will meet all of the company's costs and will remain liable for all shareholder fees and charges until the lender's charge is lifted and the shares are transferred to a buyer.
- 4) By contract or other means acceptable to the company's lawyer, the lender will acknowledge that the shares are subject to the limits in the Constitution, particularly those mentioned in clause 9.1 of that document.

### **Enforcement Process**

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.

## 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: 027 497 7484</b> |
|-----------------|---------------------------|

|                   |  |
|-------------------|--|
| <b>Electrical</b> | <b>Waiwera Electrical<br/>Dean: 027499 7077<br/>John: 027 450 7365</b> |
|-------------------|--|

|            |   |
|------------|---|
| <b>Gas</b> | <b>Doug<br/>2D Gas<br/>022 136 8443</b> |
|------------|---|

|   |   |
|---|---|
| <b>TV/Aerial<br/>Installations Repair</b> | <b>AAA TV<br/>Andrew<br/>021 466 394 or 09 426 9580</b> |
|---|---|

|                   |   |
|-------------------|---|
| <b>Locksmiths</b> | <b>Armstrong Locksmiths 09 426 0126</b> |
|-------------------|---|

|   |  |
|---|--|
| <b>Electrical Inspector<br/>Inspections,<br/>compliance and<br/>contracting</b> | <b>DNI Electrical David Makeef<br/>0800 473 929 or 021 473 929</b> |
|---|--|

|                   |   |
|-------------------|---|
| <b>Drainlayer</b> | <b>Oliver Digging Limited<br/>Paul Oliver 021 950 500</b> |
|-------------------|---|

If you require a specific contractor – please phone reception and we will provide you with the necessary details.

If you prefer to use your own contractors, please advise reception.

## **1. PINEWOODS SHAREHOLDER RULES**

### **1.1. DEFINITIONS.**

#### **In these Rules-**

- 1.2. "Bach Licence" means a licence to use a bach entered into by the Company and a shareholder.

#### **Company and a shareholder.**

- 1.3. "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.
- 1.4. "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.
- 1.5. "Company" or "Pinewoods" or "Park" means Pinewoods Motor Park Limited (for marketing purposes referred to as Pinewoods Holiday Park).
- 1.6. "Park Manager(s)" means the person (s), firm or company appointed as manager(s) of the park from time to time, by the Directors.
- 1.7. "Constitution" means the constitution of the Company.
- 1.8. "Directors" means the directors of the Company elected or appointed under the Constitution.
- 1.9. "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.
- 1.10. "Rules" means the rules of the Company as determined by the Directors.

## **2. SCOPE AND INTERPRETATION OF SHAREHOLDER RULES**

- 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').
- 2.3. Shareholders are responsible for and shall use their best endeavours to ensure compliance with the Rules by all such Parties.

- 2.4. A maximum of three persons may hold a single shareholding.
- 2.5. Shareholders must be 21 years of age or older.
- 2.6. If a person is added as a shareholder (and a new shareholding created) then that person added must have been a shareholder for 24 months before being eligible to live within the park.
- 2.7. 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.
- 2.8. The Effective Date for the Rules is 1 January 2025. These Rules supersede all previous Rules.

### **3. SHAREHOLDERS AND SITEHOLDERS HEALTH AND SAFETY**

- 3.1. 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 always 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.
- 3.2. It's easy to hate Health and Safety. New rules for things we've been doing all our life. Familiar products suddenly banned. Forms to fill out that were never needed before. Orange road cones everywhere!
- 3.3. But of course, we all want to stay safe, keep our family safe, stay out of hospital and out of court. And fundamentally Health and Safety is very easy. Like ACC says, we just need to Have a Hmmm ...
- 3.4. This can be used in all situations. Taking the grandkids to the beach. Using a BBQ. Rewiring a plug. Building a bach extension. Carrying out a surf rescue. Piloting a jumbo jet.
- 3.5. Everyone in Pinewoods must be responsible for keeping the community safe. Shareholders, siteholders, family and friends, staff, contractors and guests – we all have a part to play. And there are some special risks here:
  - We don't have fences, so children can roam everywhere.
  - Our cliff-top sea-side location has risks which visitors might not understand.
  - Many of us are past retirement and we might not be as capable as we once were.
  - This is a campground, so our roads are narrow and some of the baches are very close together.

### 3.6. Shareholders and Siteholders:

- You are responsible for safety in and around your own site. ACC and FENZ have useful guides at [www.acc.co.nz/preventing-injury/have-a-hmmm](http://www.acc.co.nz/preventing-injury/have-a-hmmm) and [www.fireandemergency.nz](http://www.fireandemergency.nz).
- You must comply with the Health and Safety rules in this guide, particularly those for Residents **page 13**, and you must make sure that your family, friends and guests comply.
- If you want to carry out any building or maintenance work you must follow the Building Rules at **page 21** and any contractor you want to bring on site must follow the Building Rules and the Contractor Health and Safety Rules at **page 26**.

### Paperwork:

3.7. By law the company must take all reasonable steps to ensure that work in Pinewoods is done safely. Since the company owns the baches and the sites, this includes work on them. Our Health and Safety paperwork serves two main functions:

- Helping people to think through what could go wrong, how serious could it get, and what could be done to remove or reduce the risk.
- Keeping a record of what they decided.

3.8. Why do we need a record? For when things go wrong, as they will from time to time. It will help us to understand what had been over-looked. And if there is a serious accident with WorkSafe involvement then the people involved, the company, the Park Manager and the directors will all be facing greater penalties if we can't produce records to show that we were following proper Health and Safety procedures.

### DIY Tips:

- Take your time and 'have a hmmm' before you get stuck in.
  - Keep the area tidy and move anything that could get in the way or trip you up.
  - Use the right tools for the job, and the right safety gear – proper boots, eye protection, ear muffs, mask, fire extinguisher, etc as appropriate.
  - Don't create hazards for other people, particularly children – unattended ladders, power leads, open holes, sharp tools, open paint pots etc.
  - Make sure ladders are stable and secure.
  - Use an RCD when using power tools outdoors.
-

### Inflammable Materials

- 3.9. 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

- 3.10. 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.

### Reporting of Hazards

- 3.11. Any hazards or potential hazards must be reported immediately to either management or a member of the Board of Directors – this will then be mitigated or rectified as soon as possible.

### Falling Objects

- 3.12. No resident may 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

- 3.13. 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

- 3.14. Residents are required to maintain vigilance when doing anything around smoke detectors within their Bach or common areas. Residents must ensure their smoke detectors are always operational. 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

- 3.15. 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.
- 3.16. No resident may bring firearms, ammunition, explosives, fireworks etc into Pinewoods Motor Park without the approval of the Board of Directors or Management.

### Residents With Medical Issues

- 3.17. 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

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



#### 4. SHAREHOLDERS USE OF BACHES

- 4.1 Shareholders fall into two categories and the permitted use of baches differs between the categories.
  - (a) Shareholders who have held their bach licence for more than 24 months from the date of issue.
  - (b) Shareholders who have held their bach licence for less than 24 months from the date of issue.
- 4.2. Shareholders who have exceeded 24 months, may occupy their baches all year round. If you wish to live at the park you must advise the office and pay the annual Extended Living Levy.
- 4.3. If a former shareholder qualified for extended living but subsequently sells the shares but wants to return to Pinewoods, provided they become a shareholder within three years of selling their shares they do not have to wait for 24 months before occupying their bach all year round.
- 4.4. If a person who has been a siteholder for more than two years wishes to purchase shares in the company, they do not have to wait for 24 months before occupying their bach all year round.
- 4.5. 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. In addition to these periods, shareholders who have owned shares for less than 24 months may stay at the park on any three nights of the week during the winter months from Easter to Labour Weekend. The three-night stay may include the weekend, or it may be during the week, or it may be a combination of both.

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

- 4.6. Only a shareholder, their respective partner-spouse-or defacto, or a caregiver assigned to care for a shareholder, is permitted to occupy the bach for any extended period. Shareholders may apply to the directors for permission for immediate family (which may include stepchildren and grandchildren) to use their bach for more than 6 weeks.
- 4.7. Anyone occupying a bach without a shareholder present, must be 18 years of age or older.
- 4.8. Any persons occupying a bach under these conditions must advise the Park Manager of an expected arrival and departure date. 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.
- 4.9. School-age children are not permitted to live in the park at any time.

- 4.10. 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.
- 4.11. Pinewoods may list your bach for rent but will inspect it before doing so, to ensure the property meets the Top 10 standard. A letting fee of 12.5% is payable to Pinewoods. There is also a minimum cleaning fee of \$100 and if linen is required a fee of \$45.
- 4.12. 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.
- 4.13. The Shareholder is responsible for the tenant's behaviour and observing all the Park Rules. Not observing Park Rules could affect the Shareholders Licence to Occupy. Tenants must report to office on initial arrival and final departure from the park.
- 4.14. Insurance for any damage to baches from renting them out is included in Pinewoods insurance cover.
- 4.15. 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, and with grass mowed at reasonable intervals. No materials or equipment that may constitute a danger or a hazard shall be left unattended.
- 4.16. 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.
- 4.17. 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.
- 4.18. Spa pools may be installed subject to the prior consent of the Park Managers. Since fenced areas are not permitted in the park any pool must be fitted with a lockable lid which must be kept locked except when the pool is in use and under direct adult supervision.
- 4.19. The maximum size for a garden shed is 7 Cubic Meters. Prior consent from the Park Managers is required before the shed can be erected.

## **5. SHAREHOLDERS AND SITEHOLDERS CONDUCT WITHIN THE PARK**

- 5.1. 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.
- 5.2. Noise control as per the Auckland Council bylaws will be strictly enforced.
- 5.3. Consumption of alcohol in public areas is prohibited. Dispensation may be granted by the Directors in respect of designated areas for special occasions e.g. New Years Eve.
- 5.4. 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.
- 5.5. 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.
- 5.6. Derogatory comments and/or written or verbal abuse of another Party or the Park Managers will not be tolerated.
- 5.7. No Party shall cause any damage to or smoke in or drop any litter in the Common Facilities or playgrounds. There are separate bins for different types of waste, please comply with all signage adjacent to the bins.
- 5.8. 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.
- 5.9. No gang patches colours or insignia are permitted to be displayed or worn in the park.
- 5.10. Fish filleting must be done in a clean and sanitary manner.
- 5.11. Open fires within the park are strictly prohibited. This includes charcoal and wood BBQ's.
- 5.12. No smoking or vaping is permitted in the playgrounds or Common Facilities within the park.

## **6. SHAREHOLDERS RULES FOR CAMPERVAN/CARAVAN, BOATS, TRAILERS AND JET SKI PARKING**

- 6.1. Only shareholders whose primary residence is at Pinewoods (i.e. they live at Pinewoods and pay the live-in levy) who have space within their designated site to park a caravan, campervan, boat, trailer, or jet ski in addition to space for a car may do so, providing they pay the annual parking charge. They are subject to the same conditions as all other shareholders if they wish to park a caravan, campervan, boat, trailer, or jet ski elsewhere in the park.
- 6.2. The Property Committee must be satisfied there is ample room to park a car (cars) with ample additional space to park caravan, campervan, boat, trailer, or jet ski to be parked on the shareholder's site and may decline a request to do so.
- 6.3. Application to park a caravan, campervan, boat, trailer, or jet ski in the boat park must be made to the Park Manager who will refer all applications to the Property Committee for consideration.
- 6.4. The Property Committee will make all enquires and ensure neighbour approval, where applicable has been received before any approval is made.
- 6.5. A neighbour may decline to give approval based on obstruction of views or obstruction of access or for other reasons which will be considered by the Property Committee before making a decision.
- 6.6. Shareholders may park a boat free of charge from Labour Weekend to Easter Weekend subject to there being a park available. If there are no spaces available within the carpark, boats may, subject to approval from the Park Manager be stored in other areas within the park but fees will apply.
- 6.7. There is a levy to be paid for parking a caravan, campervan, boat or trailer within Pinewoods over the winter months (including Laurie Street) – this will be set from time to time by the Board of Directors.
- 6.8. If the shareholder does not pay the levy by the due date they will be required to remove the caravan, campervan, boat, or trailer from the park.
- 6.9. All caravans, campervans, boats, trailers, or jet skis parked on-site will be registered and have a current Warrant of Fitness (Caravans and Campervans must also have a current electrical warrant).
- 6.10. A register of all caravans, campervans, boats, trailers, or jet skis parked on site will be maintained by management including ownership and registration numbers.
- 6.11. Subject to spaces being available, either at the shareholder's property, or at other locations within Pinewoods, the Property Committee may approve or decline the request.

- 6.12. If the request is declined due to lack of available space at the shareholders site, or elsewhere in the park, the applicant will go onto the waiting list.
- 6.13. As spaces become available allocations will be made in the date order in which the application is received.
- 6.14. All shareholders on the waiting list may, subject to receiving prior approval from the Park Manager, park a caravan, campervan, boat, trailer, or jet ski in the Laurie Street carpark pending a space becoming available elsewhere in the park.
- 6.15. Caravans, campervans, boats, trailers, or jet skis cannot be stored anywhere within the Park (i.e. the caravan, campervan, boat trailer or jet ski must be used on a regular basis throughout the year )
- 6.16. The Property Committee has sole discretion to determine whether a caravan, campervan, boat, trailer, or jet ski is stored or parked.
- 6.17. Wash down facilities are in the boat park, Snake Gully, or as directed by managers.

## **7. SHAREHOLDER RULES FOR NEW BUILDINGS, ALTERATIONS TO AND MAINTENANCE OF BACHES**

These rules apply to all shareholders undertaking work on their baches.

- 7.1. All proposed building work within the park (including new structures, alterations, repairs and maintenance, and work which may impact on the Company's insurances) shall be subject to the prior consent of the company, the lodging of all required Health and Safety documentation, and, where applicable, obtaining a Building Consent or a Building Consent Exemption from Auckland Council.
- 7.2. 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 for major works, a site meeting will be held involving the applicant, Park Manager and all affected parties including adjoining neighbours.
- 7.3. Any building built before January 2000 is likely to contain asbestos. Therefore prior to any renovations being approved, an asbestos test must be carried out. Note that WorkSafe NZ updated the guidelines in 2024, to place a stronger emphasis on asbestos risk management, with potential fines of up to \$3 million.
- 7.4. Building plans that adversely impact on other persons including neighbours (such as loss of existing views or privacy or installing a noise source such as a heat pump) will not be approved without the consent of the affected persons, or an explicit decision of the Directors in the event of dispute.

- 7.5. Whereas section 8.1 relates to building applications by shareholders this section applies to all infrastructure and development projects, initiated by the Directors.
- 7.6. 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 of directors.

## **8. SHAREHOLDER BUILDING RULES**

These rules do not create rights for shareholders. They are a guide, and the Company will consider all applications individually.

- 8.1. These rules apply to new bach building, bach alterations or additions, decks, porches or landings, basements and developments including parking areas and retaining walls, and to repairs and maintenance, and any work which may impact on the Company's insurances. 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.
- 8.2. Any bach building or alterations or additions carried out or approved by the Company may continue as approved.
- 8.3. All types of work referred to above will be subject to the prior consent of the Pinewoods Property Committee, as appointed by the Board of Directors at that time and subject to any reasonable conditions imposed by the Pinewoods Property Committee.
- 8.4. Shareholders will have full responsibility for managing, controlling, and implementing all building work (at their cost) and for ensuring compliance with all Company policies, including Health and Safety policies.
- 8.5. All work carried out, under the classification of RBW (Restricted Building Work) must be carried out by a LPB (Licensed Building Practitioner) in compliance with all Health and Safety requirements. All electrical, plumbing, gas-fitting and drain-laying work must be carried out by someone authorised to do this work under the relevant legislation.
- 8.6. Where a shareholder proposes to carry out works themselves, they must first meet all Health and Safety requirements including the lodging of all required Health and Safety documentation with the Company. Please see the Park Manager for more details.
- 8.7. Any disputes regarding these rules or concerns from any affected Shareholders will be handled by the Board.

- 8.8. 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.
- 8.9. In all cases, any work, as per 8.1 will not begin until approved, in writing, by the Company with all required Health and Safety documentation having been lodged with 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.
- 8.10. 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.
- 8.11. 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 consent requests for building, additions, or extensions etc, as per rule 10 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 operation and future development of the park

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 Rule 8.1 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. If the combined floor area exceeds 100 sqm then a Resource Consent may be needed – consult the Park Manager for details.

### EXCLUSIONS

At the discretion of the Property Committee the following may be excluded from the 70 sqm footprint and 118.2 sqm floor area calculations:

Outdoor stairs, ramps and associated landings reasonably necessary for access, provided that:

- they are no more than 1m wide,
- ramps have a minimum gradient of 0.04 or 200mm rise over 5 metres,
- the maximum total area of landings is 1200mm x 1000mm.

An unfenced entrance landing immediately outside an external door, provided that this is no more than 600mm above ground level, 1m deep, and 3m wide. This entrance landing may be roofed however fenced landings and enclosed porches will be included in the footprint and floor area calculations.

### GROUND LEVEL DEVELOPMENTS

At its discretion the Property Committee may approve the construction of retaining walls, changes to ground levels, and the construction of patios, parking areas, etc; provided that these shall comply with the Building Code where relevant and shall not be fenced except as required by safety regulations. Such ground level developments shall not be included in the footprint or floor area calculations.

### COVERED PARKING

Carports and garages shall be included in the footprint calculation and shall normally be included in the floor area calculation. At its discretion the Property Committee may approve unenclosed basement parking areas as excluded from the floor area calculation but not from the 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 bach 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 of baches 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.

### GROUND

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

### SERVICES

Power lines must, where possible, be laid underground with any new building of baches. LPG installations must be certified when installed and inspected at least every five years. For any new or upgraded bach stormwater disposal must be considered and the Company may specify the disposal method as a condition of approving the work.

### NOISE

For any work which includes installing a continuing source of noise (e.g. heat pumps) the potential impact on other parties must be considered as part of the application process.

## **9. SHAREHOLDER AND SITEHOLDERS RULES FOR HEALTH AND SAFETY — CONTRACTORS**

- 9.1. 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 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

- 9.2. 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.
- 9.3. All residents must ensure contractors have the appropriate approved training and skills to carry out any work required.
- 9.4. 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.
- Treat all power lines and gas pipes as live until proved otherwise.
  - Only do jobs you have the skills and qualifications for. If it's too tricky or needs or needs a ticket (e.g. electrician, plumber, etc) then get a professional to do it.
- 9.5. Contractors must not dispose of any waste or by-product within Pinewoods Motor Park.
- 9.6. 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.
- 9.7. If the contractor sub-contracts out work, then the same rules must apply to the sub-contractor.

## **10. SHAREHOLDER AND SITEHOLDER RULES FOR GARDENS AND TREES WITHIN THE PARK**

### **10.1. Pinewoods Responsibility**

- (a) Maintain trees and shrubs in the general ground area not specifically close to baches or sites so that they do not grow in an uncontrolled way.
- (b) Apply for Resource Consent/s and meet the cost for pruning or removal of protected trees within the park where the tree is causing damage to a Bach and where there is arborist support for pruning or removal.
- (c) 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.
- (d) Maintain all hedges with the park, except those that divide spaces between Baches or sites or which define a Bach or site boundary.

### **10.2. Shareholder and Siteholder Responsibility**

- (a) Meet all costs where a Resource Consent is needed to meet shareholder or siteholder requests such as maintaining their view or altering or relocating their Bach.
- (b) Meet the cost of tree maintenance in the general ground area where the purpose of the maintenance is to enhance or maintain views (where more than one shareholder or siteholder will benefit, they will be encouraged to share the costs ).
- (c) Do not plant any new trees or shrubs unless specific approval has been granted by Pinewoods Motor Park management.
- (d) Keep the ground around the Baches and sites clear of debris to allow water to flow and help maintain the health of the trees and shrubs.
- (e) Clear Bach guttering and gully traps on a regular basis to allow water to flow, as per above.
- (f) Maintain hedges that divide spaces between Baches or sites or which define a Bach or site boundary.
- (g) Maintain retaining walls and where they have failed, replace them with new suitably designed retaining walls to prevent damage to trees and branches.
- (h) Remove weeds from around the bach and dispose of the weeds in the green waste bins provided.

## **11. SHAREHOLDER RULES FOR COASTAL PROTECTION**

### **11.1. Pinewoods Responsibility**

- (a) Engage Riley's Consultants to undertake a comprehensive risk assessment of the cliff edge not less than every 10 years.
- (b) Engage Riley's Consultants to respond to specific incidents that occur that impact on the stability of the cliff edge.
- (c) 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.
- (d) Where Riley's recommend mitigation or remedial action such as fencing off areas where there are tension cracks or trimming of Pohutukawa trees, ensure this work is completed within 12 months of the report being issued.

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

- (a) At their discretion, commission an assessment report of cliff stability when considering sale or purchase.
- (b) 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.
- (c) Build palisade retaining walls where this is recommended by Riley's as a mitigation or remedial action.
- (d) Remove decks or other structures to mitigate risk where recommended by Riley's.
- (e) Move baches away from the sea-cliff where this is recommended by Riley's.
- (f) Maintain vegetation along the cliff-edge to encourage and promote stability by controlling soil moisture through root binding effects.
- (g) Do not dump vegetation and garden waste along the cliff edge.
- (h) Do not undertake filling on the site.
- (i) 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.

## **12. SHAREHOLDER AND SITEHOLDER RULES FOR RESTRICTIONS ON HOURS AND DAYS OF WORK**

- 12.1. Contractors who have been retained by a shareholder or an annual site holder and who have completed the Pinewoods Health and Safety induction process and lodged all required Health and Safety documentation 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.
- 12.2. Any shareholder or annual site holder may carry out all types of building, construction and related trades work on their own bach or caravan (provided such work is not a prohibited activity) if they have lodged all required Health and Safety documentation during the hours specified in paragraph **15.1(b)** and a Iso between 9.00am and 4.00pm on any Sunday, excluding Easter Sunday and the Christmas period.
- 12.3. 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 **12.1** however, lawns may be mowed by the shareholder on any day excluding public holidays, or by contractors after the second Sunday in January.
- 12.4. 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.
- 12.5. "The Christmas period as referred in **Rule 12.115.2(a)** is defined as being between 20th December until after the second Sunday in January inclusive."

## **13. PINEWOODS ANNUAL SITE HOLDER RULES**

### **13.1. GENERAL**

- (a) These Rules apply to all persons in the park from time to time including siteholders, invitees/guests of siteholders and contractors working for siteholders. Siteholders are responsible for and shall use their best endeavours to ensure compliance with these Rules by all such persons.
- (b) Licenses may be issued from between one and five years after an initial one-year period of time.
- (c) These Rules are dated and are effective from 1<sup>st</sup> January 2025; they supersede all previous Annual Licence Holder Rules.

### 13.2. SITEHOLDERS STAYING AT THE PARK

- (a) Primarily sites 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 and all school holidays and public holidays.
- (b) Siteholders who do not live-in may stay at the park during winter on 115 nights including weekends and school holidays (during the period from Labour Weekend to Easter).

### 13.3. USE OF CARAVANS.

- (a) The annual licence fee covers the Licensee (s), his/her partner, his/her parents, children, children-in-law and grandchildren (including stepfamily relationships). 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.

### CONDUCT WITHIN THE PARK.

- (a) 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.
- (b) Consumption of alcohol in public areas is prohibited. Dispensation may be granted by the Directors in respect of designated areas for special occasions.
- (c) The riding of bicycles, rollerblades, skates, scooters and skateboards etc in the park is not permitted.
- (d) 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.
- (e) There are separate bins for different types of waste, please comply with all signage adjacent to the bins.
- (f) No smoking is permitted in the playgrounds or common facilities within the park.
- (g) Playground hours are 7.30am-9.00 pm. Children under 8 years of age must be supervised by a responsible person.
- (h) Fish filleting must be done in a clean and sanitary manner.
- (i) Open fires within the park are strictly prohibited. This includes charcoal or wood BBQ's.
- (j) No gang patches colours or insignia are permitted to be displayed or worn in the park.

- (k) Siteholders must use their allocated car parks for parking purposes and should not use another siteholders carpark without the approval of that siteholder. Visitors should use either the siteholders allocated carpark or the visitor parking within the park.

#### **14. SITE HOLDER RULES FOR CARAVAN AND CAMPERVAN, BOATS, TRAILER AND JET SKI PARKING**

- 14.1. Due to restricted parking conditions, caravans, campervans, trailers and jet ski's, are not permitted to be parked within the park if not already on the approved list.
- 14.2. Site holders wishing to load or unload caravans and campervans 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.
- 14.3. 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 managers.
- 14.4. No boats, jet skis or trailers are to be parked in the park over the winter months (Easter to Labour Weekend).
- 14.5. ENFORCEMENT OF RULES
- (a) 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.

#### **15. SITE HOLDER RULES FOR BUILDINGS, STRUCTURES AND GROUNDS**

- 15.1. 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. No below-ground foundations are permitted, all structures must be transportable, and no accommodation structure (including caravans and tents) may be placed within 1.5m of a site boundary or within 3.0m of other accommodation.
- (a) Contractors who have been retained by an annual site holder and who have completed the Pinewoods Health and Safety induction process and lodged all required Health and Safety documentation 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) If they have lodged all required Health and Safety documentation then on any days that they are entitled to be in the park, any annual site holder may carry out all types of building, construction and related trades work on their own leisure built or caravan

(provided such work is not a prohibited activity) 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 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.

15.2. For the purposes of this Rule:

- (a) 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.
- (c) 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.

Effective Date: 1<sup>st</sup> January 2025