

SCHEDULE 3

Neighbourhood By-laws

FAIRWAY PALMS - NEIGHBOURHOOD BY-LAWS

Interpretation

1 For these by-laws -

- (1) **'body corporate'** means Denarau Corporation Limited.
- (2) **'charter'** means the charter **for** Denarau Island defined in the body corporate's articles of association.
- (3) **'common property' means** the part of Lot 6 on DP 7927 that is not a lot.
- (4) **'lot'** means any of lots 1 to 49 on DP 8413.
- (5) **'original owner' means** Rannock Limited.
- (6) words **denoting** -
 - (a) the singular include the plural and vice versa;
 - (b) a gender include the other genders;
 - (c) persons include corporations and vice versa.
- (7) By-law headings are included for ease of reference only and do not form part of nor affect the interpretation of these by-laws.
- (8) Reference to a statute includes orders-in-council, proclamations, regulations, rules, by-laws and ordinances made under the statute and any statute amending, consolidating or replacing the statute.

Noise

2 The occupier of a lot must not create or permit in the lot noise likely to interfere with the peaceful enjoyment of a person lawfully on another lot or the common property.

Use of lots

- 3(1) An owner or occupier of a lot must not use a permit the lot to be used -
- (a) other than -
 - (i) as a residence; or
 - (ii) subject to maintaining all approvals required by law, for residential accommodation of tenants; or

- (b) for any illegal or immoral purpose or purpose that may constitute a nuisance or hazard or endanger the safety or good reputation of the other persons lawfully residing in or lawfully using another lot or common property.
- (2) A tenancy under paragraph (1)(a)(ii) may not be less than 6 months without the body corporate's prior approval.

Vehicles

4(1) Except if a by-law authorises the occupier to do so, the occupier of a lot must not, without the body corporate's written approval:

- (a) park a vehicle, or allow a vehicle to stand, on the common property; or
- (b) permit an invitee to park a vehicle, or allow a vehicle to stand, on the common property,

except in areas designated as carparking areas and in respect of which no occupier of a lot has exclusive use.

(2) An approval under paragraph (1) must state the period for which it is given.

(3) An owner or occupier of a lot must -

- (a) ensure its invitees' vehicles are parked in parking bays in common property designated as for visitor parking;
- (b) ensure those invitees use such bays only for casual parking;
- (c) not, and not permit its invitees to, ride or use skateboards, roller blades, skates, carts or other similar recreational means of transport on or over common property.

(4) However, paragraph (3)(c) does not apply to -

- (a) bicycles while in use on a part of common property constructed for vehicular use and only to convey the rider directly from and to a lot (in respect of which the rider is an occupier or occupier's invitee) to and from a public road adjoining that part of common property;
- (b) golf carts while in use on a part of the common property constructed for vehicular use.

(5) An owner or occupier must not, without the body corporate's written approval, drive or permit to be driven into or over the common property a motor vehicle in excess of 2 tonnes weight except as entitled by law to do so.

(6) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

- (7) An owner or occupier of a lot must not drive a motor vehicle over any carriageway which is part of the common property at a speed in excess of 40 kilometres per hour.

Obstruction

- 5 The occupier of a lot must not obstruct the lawful use of the common property by someone else.

Damage to lawns etc.

- 6(1) The occupier of a lot must not, without the body corporate's written approval:
- (a) damage a lawn, garden, tree, shrub, plant or flower on the common property; or
 - (b) use a part of the common property as a garden.
- (2) An approval under paragraph (1) must state the period for which it is given.
- (3) However, the body corporate may cancel the approval by giving 7 days written notice to the occupier.

Damage/alterations to common property

- 7(1) An occupier of a lot must not, without the body corporate's written approval, mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property.
- (2) However, an occupier may install a locking or safety device to protect the lot against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with the colour, style and materials of the building.
- (3) The owner of a lot must keep a device installed under paragraph (2) in good order and repair.
- (4) Each occupier of a lot must notify the body corporate promptly of any accident to or defect in any water pipes, gas pipes, electric installations or fixtures on the common property which comes to the occupier's knowledge.
- (5) Without limiting paragraph (3), unless a resolution of the body corporate provides to the contrary, any alteration made or fixture or fitting attached to common property by an owner or occupier of a lot (whether or not with the prior approval of the body corporate) must be repaired and maintained by the owner from time to time of the lot, the owner or occupier of which made the alteration or addition.

Behaviour of invitees

- 8 An occupier of a lot must take reasonable steps to ensure that the occupier's invitees do not behave in a way likely to interfere with the peaceful

enjoyment of another lot or the common property.

Rubbish on common property

- 9(1)** The occupier of a lot must not -
- (a) throw out or deposit or leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else;
 - (b) throw or allow to fall, or permit to be thrown or allowed to fall, from a window, door or balcony any rubbish, refuse or other article.
- (2)** Any damage or cost of cleaning or repair resulting from a breach of paragraph (1) is to be borne by the owner of the lot concerned.

Appearance of lot

- 10(1)** The occupier of a lot must not, without the committee's written approval, make a change to the external appearance of the lot unless the change is minor and does not detract from the amenity of the lot and its surrounds.
- (2)** The occupier of a lot must not, without the body corporate's written approval:
- (a) hang washing, bedding, or another cloth article if the article is visible from another lot or the common property, or from outside the scheme land; or
 - (b) display a sign, advertisement, placard, banner, pamphlet or similar article (whether relating to the sale or letting of the lot or otherwise) if the article is visible from another lot or the common property, or from outside the scheme land.

Inspection and repair of lots

- 11(1)** After reasonable notice from the body corporate, each occupier of a lot must permit the committee or any contractor, sub-contractor, workman or other person authorised by the committee access to the lot to -
- (a) inspect and test installations or equipment for the necessity for; and
 - (b) carry out,
- work or repairs on mains, wires, or connections of any utility system or service, or for tracing leakages or defects, whether to that lot or an adjoining lot.
- (2)** If not so permitted, such a person may effect an entry.
- (3)** The committee must ensure that persons entering the lot under the powers in paragraphs (1) and (2) cause as little inconvenience to the occupier of the lot as reasonably is possible in the circumstances.

Storage of flammable materials

- 12(1)** The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the common property.
- (2)** The occupier of a lot must not, without the body corporate's written approval, store a flammable substance on the lot unless the substance is used or intended for use for domestic purposes.
- (3)** An occupier of a lot must not use any chemicals, burning fluids, acetylene gas or alcohol in lighting or heating the lot nor in any other way cause or increase a risk of fire or explosion in the lot.
- (4)** However, this by-law does not apply to the storage of fuel in:
 - (a)** the fuel tank of a vehicle, boat, or internal combustion engine; or
 - (b)** a tank kept on a vehicle or boat in which the fuel is stored under the requirements of the law regulating the storage of flammable liquid.

Insect control

- 13** The body corporate is authorised to enter, by its agents, servants or contractors, onto each lot (after giving reasonable notice to the occupier of the lot), to examine the lot for and treat the lot with the intent of eradicating insects and vermin.

Garbage disposal

- 13(1)** Unless the body corporate provides some other ways of garbage disposal, the occupier of a lot must keep a receptacle for garbage in a clean and dry condition and adequately covered on the lot, or on a part of the common property designated by the body corporate for the purpose.
- (2)** The occupier of a lot must:
 - (a)** comply with all local laws about disposal of garbage; and
 - (b)** ensure that the occupier does not, in disposing of garbage, adversely affect the health, hygiene or comfort of the occupiers of other lots.

Keeping of animals

- 15(1)** The occupier of a lot must not, without first obtaining the body corporate's written approval:
 - (a)** bring or keep an animal on the lot or the common property; or
 - (b)** permit an invitee to bring or keep an animal on the lot or the common property.

(2) However, paragraph (1) does not prevent a person who, by reason of partial or total blindness -

(a) customarily is; or

(b) is entitled by law to be,

accompanied by a guide dog (also known as a seeing eye dog) from being accompanied by such a dog on a lot or common property or keeping such a dog on a lot.

(3) Birds and fish are not animals for the purpose of this by-law.

Auction sales

16 An owner or occupier of a lot must not permit to be conducted on or in the lot or common property, without the body corporate's prior written approval, an auction sale of the lot or any chattels.

Original owner's development rights

17 Notwithstanding any other by-law, the original owner -

(a) is entitled to develop lots;

(b) while owner of such a lot, need not comply with any by-law -

(i) which is inconsistent with or limits its rights under this by-law; or

(ii) the application of which is, in the original owner's opinion, inappropriate to the undeveloped lot while that lot remains undeveloped or during its development.

Original owners selling rights

18 While the original owner remains owner of a lot, it and its officers, employees and agents are entitled to -

(a) use the lot as a display lot;

(b) allow prospective purchasers to inspect the lot;

(c) use in or about the lot for sale of the lot (or lots generally of which the original owner is still the owner) such signs, advertising and display material as it thinks fit, subject to their being tasteful (having regard to the general appearance of the lot or common property) and not, in number and size, greater than reasonably is necessary.

Applications etc to body corporate

- 19** All applications or complaints to the body corporate must be in writing addressed to the secretary.

Compliance with notices

- 20** All owners and occupiers of lots and their respective invitees must comply with any notice displayed on common property by authority of the body corporate or any statutory authority.

By-laws to be exhibited

- 21** A copy of these by-laws (or a precis of them approved by the body corporate) must be exhibited in a prominent place in any lot made available for letting.

Sanctions

- 22(1)** If an owner or occupier fails to comply with any of these by-laws, the body corporate may in its discretion -
- (a) while the non-compliance continues refuse to provide the owner or occupier with any services that the body corporate provides to owners and occupiers generally;
 - (b) while the non-compliance continues refuse the owner or occupier the right to use any of the Island facilities;
 - (c) institute and prosecute appropriate proceedings in a court to enforce compliance with the relevant by-law;
 - (d) if the non-compliance is of a kind capable of rectification by the body corporate, enter the lot and rectify the non-compliance at the cost of the owner or occupier.
- (2)** Paragraph (1) does not limit any other right, power or remedy the body corporate may have on any other basis against the owner or occupier concerned.

Severability

- 23** If it is held by a court of competent jurisdiction that -
- (a) any part of these by-laws is void, voidable, unenforceable or ultra vires; or
 - (b) these by-laws would be void, voidable, unenforceable or ultra vires unless some part of them were severed from the remainder of them,

then that part will be severable and severed from these by-laws but without affecting the continued operation of the remainder.