

SCHEDULE 3

NEIGHBOURHOOD BY-LAWS

Interpretation

1.1 For these by-laws -

‘**body corporate**’ means Denarau Corporation Limited.

‘**Canal**’ means Lot 17 on SO 3705 contained in State Lease 14650.

‘**charter**’ means the charter for Denarau Island defined in the body corporate’s articles of association.

‘**common property**’ means the part of Lot 2 on DP 7927 that is not a lot and where the context permits the Non-Exclusive Licensed Areas.

‘**Licence**’ means the licence (if any) granted by **Minore** Limited in favour of an owner of a lot over a Private Mooring Area (if a lot has a Private Mooring Area) and/or over the Non-Exclusive Licensed Areas;

‘**lot**’ means any of lots 1 to 49 on the Identification Plan and where the context permits any Private Mooring Area attached to the lot.

‘**Non-Exclusive Licensed Areas**’ means that part of the Canal or Lot 5 that is not a Private Mooring Area;

‘**original owner**’ means Termeil Limited.

‘**Outer Marina**’ means Lot 1 on SO 3265 contained in State Lease 13740 which has been subdivided into five lots including that part of the Outer Marina being lot 5 ("Lot 5").

‘**Private Mooring Area**’ means any part of the Canal or Lot 5 which is the subject of an exclusive licence granted to an owner or occupier of a lot for the purposes of mooring or securing a vessel.

‘**Tabua**’ means Tabua Investments Limited.

‘**vessel**’ means any vessel or watercraft.

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.

1.2 By-law headings are included for ease of reference only and do not form part of nor affect the interpretation of these by-laws.

1.3 Where a by-law refers to an owner or occupier, or both together, the by-law will be deemed to bind both the owner and occupier (if appropriate) jointly and severally.

1.4 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 or permit the lot to be used -

- (i) as a residence; or
- (ii) subject to maintaining all approvals required by law and subject to paragraph 3.3 below, for residential accommodation of tenants under a single tenancy arrangement

(for the avoidance of doubt, a lot cannot be used as a residence and for residential accommodation of tenants at the same time); 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.

3.2 An owner or occupier of a lot must not use or permit the Private Mooring Area (if a lot has a Private Mooring Area) or the Non-Exclusive Licensed Areas to be used other than in accordance with the terms and conditions of the Licence.

3.3 A tenancy under paragraph 3.1(a)(ii) may not be less than 6 months unless Tabua elects (in its discretion) to offer a residential letting management scheme to all owners of lots, in which case all such letting must be arranged by the letting agent designated by Tabua (from time to time) to manage letting under the scheme (whilst the scheme remains in operation).

Vehicles and Vessels

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

Vehicles may park or stand in designated carparking areas and in respect of which no occupier of a lot has exclusive use.

4.2 An approval under paragraph 4.1 must state the period for which it is given.

4.3 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; and
- (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.

4.4 However, paragraph 4.3(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; and/or
- (b) golf carts while in use on a part of the common property constructed for vehicular use.

4.5 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.

4.6 The body corporate may cancel any approval under paragraph 4.5 by giving 7 days written notice to the occupier.

4.7 An owner or occupier of a lot must not drive a motor vehicle over any carriageway which is part of the

- 4.8** An owner or occupier of a lot must observe the speed limit and all other navigational aids and markers on waterways within the common property. The speed limit on waterways within the common property is 4 knots, provided that less than 4 knots shall be maintained if necessary to avoid inconvenience to others or damage to any vessel or pontoon.

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.
- 6.2** An approval under paragraph 6.1 must state the period for which it is given.
- 6.3** The body corporate may cancel the approval under paragraph 6.1 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.
- 7.2** 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.
- 7.3** The owner of a lot must keep a device installed under paragraph 7.2 in good order and repair.
- 7.4** 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.
- 7.5** Without limiting paragraph 7.3, 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 or occupier from time to time of the lot, the owner or occupier of which made the alteration or addition.

Behaviour of invitees

- 8.1** 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.
- 8.2** Without limiting 8.1, an owner or occupier of a lot will ensure any construction works carried out on the lot are carried out in accordance with any protocols stipulated by the Body Corporate, or the vendor of the lot, from time to time for construction work to minimise disruption to other occupiers on the island including the construction requirements attached to these by-laws (which must be included in any construction contract).

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; or
 - (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.
- 9.2** Any damage or cost of cleaning or repair resulting from a breach of paragraph 9.1 is to be borne by the owner

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.

10.2 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.

11.2 If not so permitted, such a person may effect an entry.

11.3 The committee must ensure that persons entering the lot under the powers in paragraphs 11.1 and 11.2 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.

12.2 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.

12.3 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.

12.4 However, this by-law does not apply to the storage of fuel in -

- (a) the fuel tank of a vehicle, vessel, or internal combustion engine; or
- (b) a tank kept on a vehicle or vessel 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

14.1 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.

14.2 The occupier of a lot must -

- (b) 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.

15.2 However, paragraph 15.1 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.

15.3 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; and
- (b) while an 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 owner's selling rights

18 While the original owner remains an 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; and
- (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.

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; and/or
- (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.

22.2 Paragraph 22.1 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

23.1 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.

23.2 Paragraph 23.1 does not limit any other right, power or remedy the body corporate may have on any other basis against the owner or occupier concerned

Canal and Mooring Rights

24 The owner or occupier must -

- (a) if a lot has a Private Mooring Area, ensure any vessel moored or secured in the Private Mooring Area is -
 - (i) maintained and kept in a clean, tidy, sound, safe, seaworthy and watertight condition; and
 - (ii) in respect of lots 26, 29, 30, 34, 35, 36, 45 and 46, winched up and out of the water and secured on the Private Mooring when not in immediate use and, in respect of all other lots, moored within the boundaries of the Private Mooring Area and does not protrude beyond the Private Mooring Area boundaries;
- (b) not fuel any vessel while in the Private Mooring Area (if a lot has a Private Mooring Area) or on the common property;
- (c) if a lot has a Private Mooring area, leave the Private Mooring Area and the waters on the Private Mooring Area clean and tidy at all times;
- (d) if a lot has a Private Mooring area, during adverse weather -
 - (i) ensure that any vessel in the Private Mooring Area is secured or moored with additional lines and fenders;

- (iii) ensure that, for Vessels moored, mooring lines are slightly slack, so that in surges no snatching will occur;
 - (iv) ensure that, for Vessels moored, mooring lines pass first between the uprights of cleats before being wrapped around and tied off; and
 - (v) ensure that mooring and other securing lines are fastened to substantial parts of the vessel;
- (e) in the event of cyclone or storm warning, ensure that their vessel vacates the Private Mooring Area (if a lot has a Private Mooring Area), the Canal and the Outer Marina;
- (f) ensure that they are aware of any fire emergency procedures published by the Body Corporate from time to time;
- (g) in the case of fire or explosion on the Private Mooring Area (if a lot has a Private Mooring Area) or on any vessel in the Non-Exclusive Licensed Areas -
 - (i) ensure that fire services are called immediately;
 - (ii) if a lot has a Private Mooring Area and the vessel is on fire, not cut the vessel loose from the Private Mooring Area (it may be appropriate to tow the vessel away from the Private Mooring Area and beach it);
 - (iii) use suitable fire fighting equipment, dependent upon the type of fire or its cause; and
 - (iv) not expose themselves to risks and, if in doubt, wait for the arrival of trained fire fighting personnel and equipment;
- (h) not carry out any commercial activity from the Private Mooring Area (if a lot has a Private Mooring Area) or any vessel in the Canal;
- (i) not moor or secure any vessel that is a fishing trawler or commercial fishing vessel in a Private Mooring Area;
- (j) provide fire fighting facilities to their vessels to the standard required by any competent authority;
- (k) strictly observe and comply with the provisions of any environmental protection law;
- (l) not display any “For Sale” or similar signs on any Private Mooring Area or any vessel within the Non-Exclusive Licensed Areas;
- (m) if a lot has a Private Mooring Area, use lines and fenders of adequate size and of good condition for the mooring and securing of the vessel;
- (n) not obstruct in any way the site lines of any navigational or other marks within or about the waterways which are part of the common property; and
- (o) not load or unload from any commercial fishing vessel, or receive onto any vessel in the Non-Exclusive Licensed Areas or any Private Mooring Area any seafood for wholesale, consignment or on-forwarding.

Construction Requirements
[To be included in the construction contract]

Denarau Island offers visitors and residents to the resort a five star experience and lifestyle. The following procedures must be followed to ensure that the high standards the Island enjoys are maintained during the construction of neighbouring homes.

Permits

Relevant approvals from governing authorities must be obtained before work commences. The approvals should be included in the application to Denarau Corporation Limited before the commencement of construction. Building contractors wishing to carry out work on Denarau shall also obtain a permit to carry out construction work on Denarau Island Resort. Permit application forms are available from Tabua Investments Limited's office.

Insurances

Prior to commencing any building work on Denarau every building contractor shall provide to Denarau Corporation Limited, via Tabua Investments Limited, a copy of certificates of currency for minimum \$1,000,000 public liability and contractors all risk insurances together with a statement that the contractor indemnifies Denarau Corporation against any consequence of the contractor's failure to observe or comply with workplace health and safety regulations.

Security

All contractors must advise Tabua Investments Limited the dates they have been given to commence and complete their job and the names of all employees that will be working on each job site. Each employee will have to go through security checks at the main security gate before being permitted on or off the Island. Employees are not allowed on Denarau outside working hours. Denarau Corporation Limited reserves the right to ban any employee from a Denarau property.

It should be noted that although Denarau Security provides general security services to Denarau Island Resort this does not specifically include construction sites. It is recommended that contractors provide their own security on the job site.

As Built Drawings/Services on Island

The architect will make a set of As-built Drawings identifying the position of in-ground services on the site available to the contractor. A copy will also be available for inspection at the Tabua Investments Limited's office. Contractors are required to be familiar with where all utilities are channelled in the subdivision they are working in.

Connection to Services

All contractors are responsible for connection to FEA. They must also apply to PWD for a water meter. Contractors are forbidden to tap into the main water line and will be barred from working on site until a meter is installed.

Cyclones

In the event of a warning that a cyclone may affect the Island, all contractors must take all available steps to secure the job site, and all loose materials and equipment, to minimise the risk of damage to the site and other sites or buildings.

Hours of Work/Noise Restrictions

For the serenity of all residents, the hours of work must be regulated on the Island. The hours contractors are permitted to work are from 7.30 am to 5.00 pm, Monday to Friday. Any day or time extensions must be approved by Tabua Investments Limited. Plant and equipment used on the Island must have manufacturer's noise attenuation devices in good working order.

Access to the Site

The contractor will be responsible for any damage that is caused to landscaping, road verges, services and roadways on the site or Island by them. Repair works for damage caused must be carried out on completion of contract and paid prior to the release of any retention monies. Contractors are restricted to use the sites they work on. Should access or use of an unauthorised site be required, then approval must be obtained from the owner of the lot through Tabua Investments Limited.

Contractors should be aware that Denarau Island is a five star resort and respect for the overall presentation of the Island is expected at all times. This includes the roads being kept clean and in a tidy condition in respect of all debris and mud from construction traffic.

Parking in the Residential Neighbourhoods

Company and staff vehicles cannot become a hindrance to other residents or produce an unsightly appearance in the neighbourhood.

Tabua Investments Limited reserves the right to designate carparking areas for company and staff vehicles for each subdivision.

Presentation of Job Site

The maintenance of job sites must always be a priority. Proper connections to water (PWD) and power (FEA) must be arranged with the relevant authorities. The site toilet must be positioned in a non-intrusive location and connected into sewer mains prior to commencement of construction. Site offices are to be built to a reasonable standard and are to be painted externally with Dulux "Seven Lakes" 90GG 30/195.

Rubbish

All site rubbish must be removed regularly and be disposed of off the Island. No waste such as paint cleaning is to be discharged into stormwater or sewers on site, neighbouring sites or anywhere on the Island.

Toilets

Contractors are strictly prohibited from constructing toilets that use a pit or septic tank. Toilets for staff will only be by way of portable toilets that have built in containers for waste.

Acknowledgement:

I confirm that I am the nominated representative of the contractor who will be carrying out the construction of the dwelling noted below and that the above conditions have been included as part of the construction agreement and further that I will abide by them.

Signed:	Name of Owner:
Name:	Lot No.
Position held:	Subdivision:
Company:	