

Excerpt from the bylaws:

(1) In this Bylaw

(a) "occupant means a person present in a unit or upon the real or personal property of the Corporation of the Common Property with the permission of an owner;

(b) "owner" includes a tenant.

(2) An owner shall not use his Unit or any part thereof for any commercial or professional purposes or for any other business purposes or for any purpose which may be illegal or injurious to the reputation of the Corporation or for a purpose involving the attendance of the public at such Unit. Provided that the owners of Units one and two may operate an outfitting business for exclusive clientele and the said owners enter into a dock maintenance contract with the Corporation. Also provided that the Board may permit such other commercial or professional use provided that it shall not interfere with the use and enjoyment of the neighbours' units or common property. Such permission may be revoked on 30 days notice at any time and for any reason.

(3) An Owner shall not keep or allow any animal, livestock, fowl or pet of any kind at any time to be in or about his Unit or on the Common Property without the specific approval in writing of the Board. The Board may arbitrarily withhold the approval and may withdraw such approval anytime on seven (7) days' notice to that effect. Notwithstanding this subparagraph one or two cats or dogs or caged birds may be allowed provided that the dog, cat or bird shall be under control of the owner. Any damages or waste committed by the dog or cat or bird shall be repaired by the corporation and the owner shall immediately upon notice pay the cost to the corporation.

(4) An Owner shall not use or permit the use of his unit other than as a single family dwelling/ cottage and shall not use or permit the use for a purpose other than for residential purposes and for purposes of this Bylaw.

(a) "single family dwelling" means a unit occupied or intended to be occupied as a residence (either year round or as a seasonal cottage) by one family alone and containing one kitchen and in which no boarders or roomers are allowed; and

(b) "Boarder" means a person to whom room and board is regularly supplied for consideration; and

(c) "Roomer" is a person to whom a room is regularly supplied for consideration.

(5) Except for one professionally designed "For Sale" sign, not exceeding six square feet, displayed within a Unit, the Owner shall not erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the Common Property or in or about any Unit in any manner which may allow the sign to be visible from the outside of the Unit without the prior approval of the Board. Provided that a single sign of tasteful design identifying the owner and address and election signs permitted by statute shall be permitted.

(6) The Owner shall not make or permit noise in or about any Unit or the Common Property which in the opinion of the Board is a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or occupant. No instrument or other device shall be used within a Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners.

(7) The Owner shall not make or permit any noise or sound whatsoever outside of the cabin of any Unit after midnight and before 6:00 am.

(8) The Owner shall not store and shall not permit anyone else to store any combustible, inflammable or offensive goods, provisions or material in his Unit or on the Common Property.

(9) The Owner shall not do anything or permit anything to be done in his Unit or upon the Common Property or the real or personal property of the Corporation or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation.

(10) The Owner shall not do anything or permit anything to be done by any occupier of his Unit in his Unit, or the Common Property that is contrary to any statute, ordinance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal otherwise.

(11) The Owner shall not do or permit anything to be done that may cause damage to trees, plants, bushes, or flowers; and shall not change the indigenous forest and fauna except with the permission of a resolution passed by a 2/3 majority at the annual condominium corporation meeting.

(12) The Owner shall not take or allow household refuse and garbage outside his cabin other than in proper garbage bags placed in the garbage bins or enclosures provided by the Corporation; (Provided that a properly maintained compost heap in a location that it is not visible to neighbours or from the common property is encouraged.)

(13) The Owner shall observe and abide by all rules and regulations established from time to time by the Board with respect to the use of any storage premises or common property of the Corporation.

(14) The Owner shall not permit a contractor or workman to do any work in or about his Unit that would disturb any residents between the hours of 6:00 p.m. and 8:30 a.m. or on Saturdays, Sundays or legal holidays without the prior consent of the Board.

(15) The Owner shall not without the consent in writing of the Board, have any right of access to those portions of the Common Property used from time to time for utilities areas, building maintenance, storage areas not specifically assigned to him.

(16) The Owner shall

(a) not use any part of the Common Property for the parking of any motor vehicles except in accordance with regulations established by the Board or with permission in writing from the Board.

(b) not repair or adjust automobiles on the Landing other than minor repairs and adjustments that can be performed within 24 hours, nor shall any vehicle other than properly licenced and fully operational private passenger automobiles, 1/2 ton trucks or 4 x 4 vehicles be brought on to the Landing without the written consent of the Board save in the course of delivery to or removal from the respective premises.

(c) allow only two each of trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked or stored within the Unit.

(d) not keep on the Common Property any private passenger automobile or private property of any kind without the prior written consent of the Board (provided that such property can be stored in the common storage sheds or storage compound);

(e) drive motor vehicles on the Common Property at a maximum speed 30 kilometres per hour

(17) The Owner shall not obstruct or permit any entry, roadway, hallways, walkways, passage or driveway ramps or parking areas to be obstructed by his family, guests or visitors.

(18) The Owner shall not allow his Unit or Exclusive Use Areas assigned to him to become unsanitary or unsightly in appearance.

(19) The Owner shall not produce or permit odours in or about any Unit or the Common Property which is the opinion of the Board is a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or occupant.

(20) The Owner shall not erect or place any building, structure, tent or trailer, (either with or without living, sleeping or eating accommodation) on the Common Property or any Exclusive Use Area assigned to him.

(21) An owner shall ensure his occupants, family, invitees and licensees comply with those requirements that the owner must comply with under this Bylaw.

(22) The Board may from time to time waive any of these bylaws for individual owners or occupants or all owners or occupants for special reasons.

IV Construction and Landscape Standards

4 (1) Cabins and all accessory buildings shall meet building codes and the standards required by the geo-technical report and shall be constructed of good quality new material only and shall comply with all municipal provincial or federal building codes and specifications.

(2) All exteriors of buildings, sheds, walls, decks, gazebos, playhouses, dog houses and all structures shall be log or log siding with Cetol 098 Natural stain finish or equivalent. Provided that brick, stone, stucco and cedar may be used as accents so long as they are aesthetically worked into a log setting. Generally all construction shall be required to match existing units. Roofing material may include cedar shakes, cedar shingles and cedar colored asphalt shingles. All cabins, buildings, foundations and structures shall comply with the terms of the Geo-technical survey.

(3) All walls and fences must be constructed as visual extensions of the cabin using similar materials and finish.

(4) All pools, hot tubs, decks, sheds, gazebos, fuel tanks, water tanks or storage tanks shall be constructed underground or shielded from view from adjacent units or common property.

(5) Only one residence/cottage shall be erected on each unit site.

(6) Existing structures shall not be moved onto the unit site unless it is log construction and can be finished to match the Cetol 098 Natural stain of existing units and is so finished within 12 months of moving onto the unit.

(7) No mobile homes are permitted on the Landing.

(8) Connections for utilities including but not limited to water, sewage electricity, gas and telephone must be run underground from the connecting point to the cabin in such manner as may be approved by the utility company and the corporation.

(9) A mother in law suite, not exceeding one bedroom, may be constructed on the unit or attached to the principal residence or the garage to be used solely as a temporary occupancy for invited guests and under no circumstances shall it be used for any rental purposes.

(10) An owner may commence construction of a dwelling at any time after closing the purchase of the unit. Once construction has been commenced or new structures brought on to the unit, the construction must be completed within one calendar year of commencement.

(11) Owners of units without any cabins constructed shall not construct any accessory buildings unless such buildings are constructed at the same time as the cabin; shall not vote at meetings other than to elect the board of directors and shall not be required to pay maintenance fees.

(12) No structure of a temporary nature, including but not limited to trailer, tent, shack, garage, or barn, is permitted on a unit.

(13) Generally all construction and use shall be sensitive to the preservation and continuation of the existing natural landscape fabric. Natural landscape features shall be protected. Outside of the actual log buildings, deck, pool, driveway, and accessory buildings and structures, the landscape shall remain as a natural area left untouched and undisturbed. Provided that Units 1, 2, 3, 4, 7, 8, 9, 10 and 11 may remove bushes (full grown trees can be removed only on approval of Board) to provide a clear channel allowing a water view from the cabin.

(14) Indigenous forest shall not be damaged without permission of the corporation and then only to the extent that is absolutely essential to the construction of and use of the unit for a cottage and accessory buildings and facilities.

(15) Tennis courts or other courts shall not be constructed nor brush cleared such that there is an increased run off (per the geotechnical report).

(16) Lawns shall not be planted. Occupants may plant gardens of flowers or vegetables only as permitted by the board (the geotechnical report requires very limited watering and no increased run off).

(17) The corporation may at any time restrict or prohibit the use of water for non-essential use such as garden watering or vehicle washing.

(18) The Board may from time to time waive any of these bylaws for individual owners or occupants or all owners or occupants for special reasons.

V Powers And Duties Of The Corporation

Duties Of The Corporation

5. (1) The Corporation shall:

(a) control, manage and administer the common property for the benefit of all owners including the following: roadways, wells and water system, paths boat launch and docks, wading beach playground, storage sheds, storage compound, Provided that the common property may be increased or reduced at meetings of the owners.

(b) provide services to the units including:

maintenance of the exterior of the cabins (Fees may be assessed for size. Capital cost is responsibility of owner)

limited security

maintenance of unit yardsite (not including gardens or lawn)

Provided that the services may be increased or reduced at meetings of the owners.

(c) on the written consent of an owner or registered mortgagee of a unit, produce to the owner or a mortgagee, or person authorized in writing by the owner or mortgagee, the policy or policies of insurance obtained by the corporation and the receipt or receipts for the last premium or premiums paid by the corporation.

(d) make such policy statements and rules as are required to clarify the general restrictions in these Bylaws and those policy statements and rules shall have the same force as any Bylaws of the Corporation provided such policy statements and rules are passed by a clear majority of the Board. The Board shall further inform all Owners of those policy statements and rules through such means as the Board deems proper.