

## **SCHEDULE II -- RESTRICTIVE COVENANT**

1. Burning of refuse or garbage of any kind is not permitted on the Unit.
2. Campfires are permitted on the Unit (the Unit is defined to include proportionate share of common property) but must be contained in a non-combustible structure of stone, brick, or other such material, must be kept under supervision at all times while burning and must not be burning near enough to combustibles of any kind so as to create a fire hazard.
3. Parking of recreational vehicles including motor homes is permitted within the perimeter of the Unit providing that any such vehicle shall not be parked nearer to the rear property line than twenty (20) feet and shall be screened from view so as not to obscure the panoramic view of the neighboring Units.
  - (a) Seasonal parking of recreational vehicles shall be allowed for intermittent periods in driveways. Extended parking of such will not be tolerated.
  - (b) A recreational vehicle parked on a lot shall not be used for permanent living or sleeping accommodations. Temporary accommodation may be granted by the Board.
4. The owner shall not permit the presence of any motor vehicle on their Unit when such vehicle is not in running condition or capable of operation, except in an emergency in which case the owner shall ensure repair or removal within fourteen (14) consecutive days.
5. The owner shall ensure that use of his Unit by anyone whomsoever, or anything whatsoever, between 11:00 o'clock pm and 7:00 o'clock am each day, shall not create a noise level, which interferes with the quiet enjoyment of the owner of an adjacent unit.
6. The parties acknowledge that Schedule "II" shall comprise a covenant which is binding on the Owner and any successor to the Owner, in-titles, and the Corporation shall be free to register the within Schedule "II" as a Restrictive Covenant running with the Owner's Unit coincident with or subsequent to registration of title in the Owner's name.
7. A One Hundred-Dollar Fine (\$100.00) fine, per month and/or per infraction, for bylaw infractions will be charged to the property owner until issue(s) is resolved to the satisfaction of the condo board.
8. Damage caused by incursion of the property holder, or agent of a property holder, to the park and/or common areas will be repaired to the satisfaction of the grounds keeper of the area in which the incursion occurred. The grounds keeper of each area must authorize all incursions into the above-mentioned areas by equipment not having turf tires, including such equipment that is being used to prevent damage to the park, before work is carried out.
9. Renters of units will not be allowed to have cats or dogs.
10. The speed limit on the common roads within the Condominium Plan is to be 20 kilometers (20 kmph).
11. The irrigation water delivery point to each unit (lot) must be submitted and given written approval in its design by the Condominium Board.
12. Unsightly Property Bylaw is Property that, in the opinion of the Lake Newell Condominium Association Board, is detrimental to the surrounding area because of it unsightly condition.

- 12.1 Some factors which may be considered by the Lake Newell Condominium Association Board in determining whether property is Unsightly Property, include the following:
- (a) the presence of uncut grass or weeds;
  - (b) the presence of wrecked or dismantled vehicles/boats, including vehicles/boats other items that are inoperable and unregistered;
  - (c) the storage or accumulation of waste, litter, refuse (including but not limited to building materials, tires, boxes, scrap material,) equipment, dilapidated furniture or appliances, machinery, parts or other similar materials or items;
  - (d) specific or general lack of repair of maintenance including but not limited to:
    - i) significant deterioration of Improvements or portions of improvements;
    - ii) broken or missing windows, siding, shingles, shutters, eaves or other building materials or;
    - iii) fading, chipping or peeling of painted areas of improvement.
  - (e) the location, zoning, use and visibility of property.
- 12.2 A designated officer may inspect Property in accordance with the purposes of determining whether:
- (a) Property is Unsightly Property under the Bylaw because its unsightly condition is detrimental to the surrounding area;
  - (b) There has been compliance with an Order issued under this Bylaw
- 12.3 If in the opinion of the Lake Newell Condominium Association Board, property is detrimental to the surrounding area because of its unsightly condition, the Lake Newell Condominium Association Board, will issue a written Order to the Owner or Occupant of the property to improve the appearance of the Property in the manner specified within a period of thirty (30) days from the date of the issuance of the Order.
- 12.4 If an Order has been issued under this Bylaw and not complied with within the time period set out in that Order, the Lake Newell Condominium Association Board may take whatever actions or measures are necessary to:
- (a) deal with the unsightly condition of the Property;
  - (b) collect any unpaid costs or expenses incurred by the Lake Newell Condominium Association Board in accordance with the clean up.
- 12.5 A Person who receives an Order may by written notice seven (7) days After the Order is received, request the Lake Newell Condominium Association Board to review the Order indicating the reasons.
- 12.6 After reviewing the Order, the Lake Newell Condominium Association Board may confirm, vary, substitute or cancel the Order by a majority vote of the Board Members.
- 12.7 Any Person who breaches any provision of the Bylaw is guilty of an offence, and upon summary conviction, shall be liable to the specified penalties set out in the attached **SCHEDULE "A"** within this Bylaw, as amended in the resolution of the owners of Lake Newell Condominium Association.
- 12.8 Any Person who contravenes any provision of the Bylaw is guilty of Offence and liable:
- (a) A violation notification may be issued to such person;

- i) Personally or;
- ii) by prepaid registered mail to the owner at that address of his unit;
  
- iii) if being issued to a corporation by serving Violation Notification personally upon the manager, secretary, receptionist or other officer of the Person apparently in charge at the any premises of the corporation, or by mailing a copy to such corporation by Registered Mail.

(b) The Violation Notification shall state:

- i) the name of the Person;
- ii) the legal description and address of the land on or near where the offence took place;
- iii) the offence;
- iv) the penalty for the offence as set out in the Bylaw that the penalty shall be paid within thirty (30) days of the issuance of the Violation Notification;

12.9 A contravention of the Bylaw is of a continuing nature, further Violation Notifications may be issued by the Lake Newell Condominium Association Board; however, that no more than one Violation Notification shall be issued for each day that the contravention continues;

12.10 Where the Violation Notification is issued, payment is to be made to Lake Newell Condominium Association identified in the notification.

**SCHEDULE "A"**  
**Bylaw Unsightly Premises**

**PENALTIES**

**OFFENCES:**

**FIRST OFFENCE;                                  \$200.00**

**SUBSEQUENT OFFENCES;                        \$500.00**

UNPAID AMOUNTS WILL BE CHARGED INTEREST AT 1.5 % PER MONTH COMPOUNDED (19.56% PER ANNUM).

THE STATED OFFENCES TO BE REVIEWED EVERY THIRTY (30) DAYS AND A NONCOMPLIANCE PENALTY WILL BE ASSESSED AT THAT TIME.