

73. Structures on Common Property

Without the prior written consent of the Corporation:

- (a) no building or structure or tent shall be erected, and no trailer either with or without living, sleeping or eating accommodation shall be placed, located kept or maintained on the Common Property except only by the Corporation;
- (b) no part of the Common Property shall be used for the erection, placing or maintenance of clothes lines, incinerators, garbage disposal equipment, recreation or athletic equipment, fences or other barriers, hedges, gardens, or vegetation, or for the disposal of rubbish, garbage or waste except only by the Corporation unless the Owner has been granted the right to exclusive use and enjoyment of that portion of the Common Property and subject to the provisions of these By-laws.

74. Compliance

No Owner or occupant of a Unit, their families, visitors or invitees, shall do anything or permit anything to be done in a Unit or in or upon the Common Property or property of the Corporation that is contrary to any statute, ordinance, by-law or regulation of any governmental authority having jurisdiction.

75. Auction

No auction sale or other sale shall be held in or about the Parcel or the Buildings without the consent in writing of either the Manager or the Board.

76. Recreational Area Rules

No portion of the common areas designated for recreational use, and no property real or personal owned by the Corporation shall be used by any Owner except in accordance with the rules and regulations therefore established from time to time by the Manager or the Board or the Corporation.

77. Board Consent

Whenever the consent of the Board by this Part is required such consent may be granted unconditionally or with such conditions as the Board deems appropriate or may be arbitrarily withheld.

PART XI

GENERAL

78. Indemnity of Board Members

Every member of the Board and his personal representatives and estate and effects respectively shall from time to time and at all times be indemnified and saved harmless out of the funds of the Corporation from and against all costs, charges, losses and expenses whatsoever which such Board member may incur or become liable for by reason of any contract entered into or act or thing whatsoever made, done or permitted by him, as manager, or in any way in the discharge of his duties, except such costs, charges, losses and expenses as are occasioned by his own dishonesty, wilful neglect or wilful default.

79. Notice

Unless specifically provided otherwise in these By-laws, every notice, demand or request permitted or required to be given or served hereunder shall be deemed to be properly and effectively given or served if:

- (a) upon the Corporation if delivered by hand to the office of the Manager of the Corporation, if any, or mailed by depositing the same in a post box, enclosed in a postage prepaid envelope addressed to the Corporation at its address as shown on the Condominium Plan;
- (b) upon an Owner by delivery by hand to the Owner (and if there is more than one Owner, then to any one of such Owners) or by mail by depositing the notice in a post box, enclosed in a postage prepaid envelope addressed to the Owner at the municipal address of his Unit; and
- (c) upon a Mortgagee of a Unit by delivery by hand to the Mortgagee (or if a corporation to a person in authority with such Mortgagee) or by mail by depositing the same in a post box, enclosed in a postage prepaid envelope addressed to the Mortgagee at its address supplied to the Corporation or to its address as specified in the corresponding mortgage filed in the Land Titles Office.

The Corporation may change its address for service and shall cause the change in address to be recorded at the Land Titles Office. A Mortgagee of a Unit may change its address for service by giving notice in writing of the change to the Corporation in the manner aforesaid. Any notices, demands or requests served by mail as aforesaid shall be deemed to have received forty-eight (48) hours after the time of mailing, provided however; that if there shall be an interruption of mail service, the notice shall not be deemed to have been received until the third (3rd) day following the restoration of normal mail service.

80. Observance of By-Laws

The Corporation, the Board and all Owners and occupants of Units, their families, visitors and invitees, shall:

- (a) observe and obey all By-laws as are applicable to each of them and as amended from time to time; and
- (b) use and observe all restrictions on uses of the Units, the Common Property and property of the Corporation in accordance with the By-laws as amended from time to time whether or not such By-laws or any part thereof are registered at the Land Titles Office.

81. Severability

The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any By-law shall not effect the validity of the remaining By-laws, which shall continue in full force and effect as if such invalid portion had never been included herein.

82. By-Law Amendment

These By-laws, or any of them, may be added to, amended or repealed by Special Resolution of the Corporation and not otherwise.

THE OWNERS: CONDOMINIUM
PLAN NO. 8521719

Per: _____

Per: _____