Special By-law 129 — Installation of Shade Protection

129.1 Introduction & definition

a) You may install "devices" to benefit your Lot by providing shade protection from the sun under the terms and conditions in this By-law.
b) Such devices may include blinds, awnings, shades and associated equipment.

129.2 Application

a) You must make formal application including plans, specifications and diagrams of your proposed installation.
b) Applications will only be considered from Lot owners.
c) Where your device is likely to impact adjoining Lots, you must provide signed consent from those Lot owners with your application.
d) You must obtain all necessary permits, licences or consents from any local authority.
e) In our sole opinion, the design, style and finish of your proposed device must be consistent with the architectural theme and complement the overall appearance of Côte.
f) If we refuse your application on grounds which you consider unreasonable, you may present your application to a General Meeting for decision.

129.3 Installation

a) You must not commence work until you have received our written approval.
b) You must comply with the general conditions for carrying out all types of work specified in **Special By-law 115.5**.
c) The installation of any device must be effected in a workmanlike manner by licensed and insured tradespersons.
d) The device must be contained wholly within your Lot and not interrupt the free flow of air or overhang or shadow any other Lot or CP, or interfere with access through CP or to another Lot.

129.4 Enduring obligation

a) After your installation is completed, you have an enduring obligation to:
    i) restore in a competent and proper manner any damage caused to another Lot or any CP by your work, to as near as possible state which they were in immediately prior to commencement of your work;
    ii) properly maintain your device, keep it in good and serviceable condition and, where necessary, renew or replace any part of it;
    iii) comply with all statutes, By-laws, regulations, rules and other laws including any Council requirements concerning your work; and
    iv) indemnify us against any action arising from your work.
b) You must inform us no later than fourteen (14) days before your device is to be removed or replaced.
c) The conditions of this By-law are binding on you and any subsequent Owner of your Lot.
d) If you fail to comply with this By-law, we may terminate your right to install or retain your device, and may order its removal at your expense.