

VANTAGE POINTE CONDOMINIUM CORPORATION

POLICIES

RULES AND GUIDELINES TO IMPROVE THE QUALITY OF LIFE IN OUR CONDOMINIUM COMPLEX

Note to owner and tenants: These policies as well as the bylaws of the Vantage Pointe Condominium Corporation are legally binding on each and every owner and tenant of the Vantage Pointe Condominium Complex. The Board has the fiduciary responsibility to enforce these rules to ensure the best quality of life we can have in our complex. Failure to abide by these rules will result in fines being applied to your condo unit's account as the board may set at its discretion. Any appeals of fines must be done in writing to the board for consideration at the next board meeting. Fines remain in effect until repealed. **Failure to pay fines in a timely manner will result in legal action being taken against the unit owner. Owners selling their units should also be aware that unpaid fines and/or condo fees can create problems with the closing of your sale.** This document will be updated as changes are made and unit owners and tenants will be notified in the condo newsletter or by other means as the board may determine.

September, 2013

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1.0 Frozen Heater Pipe Policy

Summary

- Frozen heating pipes significantly impact residents in other units and condominium budget.
- Keep windows and doors closed to prevent pipes from freezing during heating season.
- Ensure that there are no cold air leaks in your unit and do not completely turn off thermostat.
- If a unit owner/renter fails to keep windows and patio/balcony doors closed during cold weather, corporation reserves the right to access the unit to close windows and doors.
- In the event of a burst pipe, if it is determined that the event was due to unit owner/renter's negligence, the owner will be liable for insurance deductible (\$25,000). Corporation may also decide to recover some or all damages as well as insurance premium increases through legal proceedings.

If a unit fails to exercise adequate due diligence in preventing frozen pipes (keeping doors and windows closed during winter season), a warning will be issued to the unit. Failure to comply will result in penalty of \$250 per incident.

Policy goals

The purpose of this policy is to establish the assignment of responsibilities with regards to water leak events from the baseboard heating system due to frozen valves and pipes.

Section 1: The problem

Frozen heating pipes and valves can result in significant inconvenience to unit owners and units adjacent to them. It can also result in significant costs to unit owners, can seriously impact our insurance rates, and represents a risk to the condominium's budget.

Frozen heating pipes can only occur due to exposure to freezing air temperatures. This is most commonly as a result of open suite windows. It can also occur due to facilities that are not maintained in good condition; for example a window that is leaking cold air in significant quantities.

Section 2: Owners' responsibilities

The Condominium Corporation expects all residents to make prudent efforts to protect the heating system from freezing. Every owner or their tenants has the primary responsibility for preventing frozen heating valves and pipes.

Suite owners and their tenants are responsible for but not limited to the following items:

- keep their windows and patio/balcony doors closed tightly when outside air temperatures are below freezing to prevent pipes and valves from freezing
- report in a timely fashion issues in their suite that may allow freezing air to enter the suite so that repairs can be undertaken; for example a window that is leaking cold air in significant quantities.
- during the heating season:
 - ensure that their suite is checked weekly for leaks and cold air ingress if it will be vacant for more than 1 week
 - failure to perform these checks will be evidenced by continued lack of pressure in the heating system with no complimentary report of a leak from a suite owner or tenant
 - ensure all windows and patio/balcony doors are closed tightly every time they leave the property
- when an event occurs, provide access to their suite

- failure to provide access will result in a locksmith being hired to gain such access

The suite owner or tenants are required to fulfill these responsibilities. Frozen pipes will not occur if these responsibilities are met. Should a frozen pipe or valve occur as a result of a common property issue which the owner or tenant has reported in writing to the property manager at least 7 days prior and no action was taken to correct it, the owner or tenant will not be held responsible.

Section 3: High risk units

Should a suite as determined by the Board be identified as an ongoing risk to the well-being of the Condominium due to leaving their suite's windows or balcony/patio doors continuously open when outside temperatures are below freezing, the Board will first issue a warning letter to the owner of the suite in question. Failure to rectify the situation will result in the Board issuing penalties \$250 per incidence.

Section 4: Cost assignment

The Board, through the common insurance policy which covers such events may make claims upon this insurance where it deems necessary and prudent.

The costs of an event will be assigned as per the following:

- Should an event occur, the Condominium Corporation's insurance policy will cover the cost of repairs and remediation less the policy deductible of \$25,000. Should the Board consider that negligence of the owner, residents, tenants, agents, or their guests was the cause of the event then the Board may at its discretion take legal action to recover all costs not covered by the Insurance policy as well as any costs associated with the legal process. The Board will if it is so feasible, attempt to settle the issue directly with the owner of the suite prior to filing a complaint with the court. This will be done by a letter from the appointed property manager or legal representative.
- If during the work required to repair, remediate, and restore the property after an event occurs should any suite owner, their tenants, their guests, or tenant's guests impede access to the property such that additional costs are incurred the full additional costs will be charged to the suite owner's account.
- If during the work required to repair, remediate, and restore the property after an event occurs should any suite owner, their tenants, their guests, or tenant's guests interfere with equipment used to perform such functions any additional costs that are incurred as a result will be charged to the suite owner's account.

Suite owners and tenants are advised to carry their own condominium or tenant insurance and request Water Escape endorsements from their insurance agents. While the Board cannot compel suite owners and tenants to carry such coverage, many insurance companies will cover your portion of the costs of an event like this minus your personal policy deductible. Suite owners and tenants are advised to talk to their insurance agent if they require further information on such coverage.

An owner or tenant that is considered responsible for an event may also incur additional liability. Should the rates or deductible increase for the Condominium Corporation insurance policy as the result of an insurance claim being made to cover an event where the suite owner or tenant is considered negligent by the Board, the Condominium Corporation may also take legal action to recover these additional costs from the suite owner.

The Condominium Corporation is empowered and required by bylaws 45(f) and 46(i) to make these cost recoveries.

Bylaw Section 45(f) An Owner shall indemnify and save harmless the Corporation from the expenses of any maintenance, repair or replacement rendered necessary to the Common Property or any Unit by his act or omission or by that of any member of his family or his of their guests, servants, agents, invitees, licensees, or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by Corporation.

Bylaw Section 46(i) of the bylaws state “PROVIDED THAT in the event any use of any Unit shall lead to an increase in the fire or other insurance premiums otherwise payable on the insurance obtained by tile Board, the party causing such increase shall be liable for payment of same to the Corporation or individual Owner, as the case may be and such increase may be collected by the Corporation by adding the same to the Common Expenses allocated to such Unit Owner;”

Section 5: Rental suites

Rental Suites can represent an additional risk in a frozen pipe situation. Suite owners who are renting their properties are fully responsible for managing their tenants in all aspects of the rental relationship. The Condominium Corporation, it's designated Property Manager and Agents do not provide any tenant management services whatsoever. Should a frozen pipe event occur in a rented suite whether reported by a tenant or by other means, the Property Manager will attempt to contact the suite owner via telephone at least two times, and will also inform the suite owner with a written letter mailed via standard postal service. The rental suite owner is responsible for ensuring access, and performing their responsibilities under this policy as if they were a resident owner.

Section 6: Repair, remediation, and restoration services

The Condominium Corporation will provide contractors to repair the frozen pipe and will provide contractors to remediate the damage that was caused by the water escape. This remediation may include the removal of flooring, wall and other materials that are damaged or present a mould or fungus risk to the property. Prior to removal of any materials a Board member if available must inspect the site and approve such removal. Access must be granted to the Board member to perform such inspection.

A restoration phase may be required if the remediation phase has resulted in the removal of materials from the property. This may take place some significant time after the initial repair and remediation to allow proper drying to occur and arrangements for the restoration to be made. The Condominium Corporation will hire contractors to perform such work. These contractors are at all times under the direction and control of the Corporation. Suite owners are advised they are not to negotiate any terms or conditions related to this work with the Corporation's hired contractor.

The Condominium Corporation will only pay for the cost of the restoration if the work is performed by contractors hired by the Corporation, its Agents or Insurers under the Corporation's control. A suite owner may wish to perform the portion of the restoration work that is not common property themselves, or hire their own contractors to do so; should this occur the corporation will not pay nor grant any credit for these costs incurred by the suite owner.

Suite owners whether it is a rental suite or an owner occupied will need to grant and arrange reasonable access to the suite for

the restoration work to proceed. Restoration work over one thousand dollars will generally not proceed until the Board has approved the expense. This approval will not generally be denied, however, it could be delayed until there is a resolution of any dispute between the parties.

2.0 Garbage Disposal Policy

Summary

A fine will be applied to a unit for inappropriately disposing garbage or unwanted material. The following highlights of rules apply:

- **Do not leave items in garbage chute rooms**
- **Do not put cardboard, glass or large bags into garbage chutes**
- **Always fully close garbage chute and garbage chute room door to prevent odor**
- **In the garbage room on the main floor garbage shall be disposed in appropriate dumpsters**
- **Owners shall exercise care as to not cause damage to or litter in common property (no leaking bags)**

First offence will result in a \$250 fine or a warning. Second and every subsequent offence will be punished by \$500 fine per incident. Any additional clean up or repair costs will be charged to the unit.

Policy goals

This policy has been established to ensure that all residents take pride in Vantage Pointe being neat and clean and to ensure that garbage is disposed appropriately.

Section 1: Garbage chutes

All garbage that is to be put down the garbage chute must be in a small kitchen size bags. Any larger bags and materials shall be taken down to the main floor and placed in the appropriate garbage dumpster. All items shall be bagged before being put down the chute. If you think the bag might break or if a bag seems likely to get stuck in the chute, double bag it or take it to the garbage room on the main floor. The following items shall not be placed into garbage chutes:

- Glass, all glass shall be taken down to the man garbage room
- Flammable items
- Live ashes

Do not empty vacuum bags down the chutes. Bag their contents securely before disposal. Avoid using garbage chutes between the hours of 11:00 p.m. and 5:00 a.m.

Section 2: Garbage room

Only garbage that is appropriate to the garbage dumpsters may be placed in them, all other material is the responsibility of the resident to have removed. For example sofas, furniture, large appliances, mattresses, and other such materials are not appropriate to be placed in the garbage dumpster or area under any circumstance. All garbage bags and cardboard must be placed in the garbage dumpster and may not be left on the garbage area floor.

The board has observed on numerous occasions persons dumping old furniture and other unwanted material in our garbage area. This has resulted in a large cost to haul it away that has now reached thousands of dollars. Our garbage areas are not to be used for the dumping of unwanted goods and materials. If it is not garbage that is appropriate to the provided garbage dumpsters and placed in that dumpster the resident is responsible for the disposal themselves, and may not leave this material in the garbage enclosures.

Bagged garbage should be completely “drip free” before taken to a garbage room from your unit. Items suitable for recycling should not be placed in the garbage, but in the appropriate recycling container. (See ‘Recycling’).

Notify the Resident Supervisors of drippings or moist refuse on garbage room floors or in corridors.

Section 3: Building common areas

Common areas shall be kept clean and free of litter. Any intentional or unintentional damage or littering either by residents or their guests to common property will result in a fine, while the cost of cleaning or repairs will be billed to the unit owner.

Section 4: Policy Enforcement

First offence will result in a \$250 fine applied against the unit or a warning, depending on severity of the offence. Second and every subsequent offence will be punished by \$500 fine per incident. Any additional clean up or repair costs will be charged back to the unit. In addition, if it is necessary to hire a third party company to remove inappropriately disposed material, the owner of the unit will be billed the full cost of the removal.

3.0 Comprehensive Parking Policy

Summary

- Handicapped parking is allowed with a valid permit only
- Guests can park only in designated visitor parking stalls with guest parking pass displayed at all times
- Guest parking pass may be used for a maximum of 4 days in a calendar month
- Vehicles parked in visitor parking without a pass will be ticketed and towed by Calgary Parking Authority
- There is \$100 charge for guest pass replacement

Using the pass for more than 4 days will result in \$250 penalty. Additional penalties will be assessed if pass is used for more than one day in violation. Continuous abuse will result in withdrawal of visitor parking privileges (see Section 2.3 of this policy for details).

Policy goals

The purpose of this policy to ensure the Vantage Pointe parkade is a safe and secure place and to ensure adequate temporary visitor parking for everyone, and to correct those situations where abuse occurs. It is the responsibility of the resident to be familiar with this parking policy prior to the use of the parkade.

Section 1: Handicapped parking areas

No vehicle may park at any time in a Handicapped parking spot as marked with a handicapped parking identifier unless they have a clearly displayed Handicapped Permit in the vehicle.

Section 2: Guest parking pass

2.1 Issuance of guest parking passes

Each unit in the Vantage Pointe Condominium is issued one laminated Guest Parking Pass with their unit number on the face of the pass. Each unit may have only one pass at any time. The card is required to be passed to the new owner or tenant when the present unit owner or tenant moves out. If a pass is lost, \$100 will be charged for replacement.

2.2 Use of guest parking passes

The guest parking pass may only be used by temporary visitors to park in visitor parking at Vantage Pointe under the following conditions:

- The pass may **only be used by temporary visitors** and may not be used by residents or their long term guests.
- Each guest parking pass may **only be used for a total of 4 days within a calendar month.**
- Each guest parking pass **must be displayed on the vehicle's rear view mirror with the unit number face up and clearly visible.**
- Any other use of the guest parking pass will be considered to be abuse and will be subject to the enforcement provisions of this policy.

- Any vehicle that does park in visitor parking without a visitor parking permit displayed will be ticketed and towed by Calgary Parking Authority.
- The board monitors the parking pass through a spot check system and not on an hourly basis. A single day of use is considered to be any instance where a visitor parking pass is found to be in use during an inspection.
- Extended visitor parking periods may be granted through written request to the board under unique circumstances. Residents are encouraged to submit requests as early on as possible to allow for sufficient time by the board to review and approve. Residents are not to assume that permission has been granted prior to receiving approval by the board.

2.3 Guest parking pass abuse and enforcement

Any use of the Visitor Parking Pass not in accordance with the stated policy in Sections 2.1, and 2.2 of this document will be considered to be in violation of the Vantage Pointe Condominium Corporation Comprehensive Parking Policy and subject to the following enforcement actions:

- The Owner of any unit whose pass is found to have been used in violation of the policy will be assessed a parking fee by the board at a rate of \$250 per incident. An incident is considered to be a use of the parking pass within 24 hour over the 4 day allowance. If a pass is used in violation for more than a 24 hour period, this will be considered to be multiple abuse of the policy and the unit will be assessed separate fines for each day.
- The owner of the unit will be notified of any fees or penalties by letter, and said fees or penalties will be applied to the unit's monthly condominium maintenance fees, and must be paid to the Vantage Pointe Condominium Corporation.
- The owner of the unit is liable for the payment of all assessed fees and penalties levied as the result of the use of their guest parking pass.
- Any units with fees levied under this policy outstanding for more than 60 days will immediately have their guest parking pass suspended. The guest parking pass will not be reinstated until the unit's fees or penalties, and any other outstanding condominium maintenance fees are paid in full.
- Should the stated remedies in this policy fail to cause the cessation of the violation of the policy, the board may at their discretion revoke any unit's guest parking pass privileges. The board at their discretion will determine when such privileges will be restored.

2.4 Appeal of guest parking pass violation fees and penalties

Any unit owner upon receipt of a letter notifying them of fees or penalties levied against their unit due to violations of the policy may within 30 days from the date of the letter appeal the fees or penalties in writing to the board. Upon receipt of an appeal the board will suspend the levying of any fees or penalties associated with the violation until such time as it can consider the pass holders appeal. The board will notify the pass holder in writing of its decision at its earliest convenience.

2.5 Extraordinary abuse

Should the board or it's agent in the course of enforcing the Vantage Pointe Condominium Corporation Comprehensive Parking Policy encounter violators who over a reasonable course of time refuse to adhere to the rules set forth in this document, the board may at their discretion permanently ban a vehicle from all visitor parking areas of the property with the following conditions:

- The owner of a vehicle who has been banned will be notified either by notice placed on the windshield of the vehicle or notification letter sent to the vehicle owner's unit.
- The ban will remain in place until lifted by the board at their discretion.

- The owner of a banned vehicle upon receipt of letter permanently banning them from visitor parking may appeal the ban in writing within 30 days to the board. The ban will remain in place until the board has rendered its decision. The vehicle owner will be notified in writing of the result of the appeal.

Section 4: Safety of policy enforcement officers

The board will not tolerate any harassment whatsoever of board members, or its agents in the performance of their duties enforcing this policy. The board's policy in the case of any harassment occurring is that charges will be laid with the Calgary Police Service without exception.

4.0 External Signs Policy

Policy goals

For Sale, For Rent, or any other signs are not permitted on the exterior of any unit, balcony, or patio.

Failure to remove any signs within 14 days of notification or other deadline set by board will result in a penalty of \$250 being issued to the suite owner.

For Sale signs are permitted in Suite Windows only. For Rent or any other signs are not permitted anywhere.

5.0 Parkade Storage Policy

Storage of any material or belongings of any sort is not permitted in the underground parkades. Owners and Tenants are permitted only to park their vehicles in their assigned spots in the parkade.

Failure to remove any offending material, garbage within 14 days of notification by the Board will result in a penalty of \$250 being levied against the suite owner regardless of whether it is owner occupied or rented.

6.0 Air Conditioner Policy

Window mounted Air Conditioner units are not permitted in any suite of the Vantage Pointe Condominium Complex. Portable Floor Standing units are permitted only as listed below on the approval request form

Any suite owner or tenant who fails to remove said unit within 14 days of notification by the board will be fined \$250. Any damages to common property caused by the installation of a window air conditioner unit will be charged to the suite owner regardless if the suite is owner occupied or rented.

VANTAGE POINTE APARTMENTS **AIR CONDITIONER APPLICATION**

NAME OF OWNER: _____ UNIT #: _____

PROPOSED LOCATION OF INSTALLATION: _____

BRAND AND MODEL NO.: _____ SIZE (Maximum): _____

PROFESSIONAL INSTALLATION BY: _____

I, _____, as the owner of Unit #____ at VANTAGE POINTE APARTMENTS, acknowledge that this application for approval is limited to the installation of an air conditioning unit as described above. This air conditioning unit may not be replaced with any other air conditioner or any related item without prior re-application and approval from the Board. The By-Laws of the Condominium Corporation, namely Section 58, Paragraph (a), Item (ix), clearly state:

“...An Owner shall not permit, erect, hang over or cause to be erected or to remain outside any window or door or any other part of a Unit or on the real property of the Corporation, clothes lines, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without the consent in writing of the Board first obtained...”

The Board has approved the installation of a split system air conditioner system as the exclusive air conditioning unit which can be installed in the suites. All air conditioning units must be installed by a certified mechanical contractor with expertise in air conditioning systems. There cannot be any other type of air conditioning units installed.

I understand that if, in the installation or use or removal of my air conditioning unit, any damages are caused to the managed or common property or any other concern or problem arise whatsoever, all expenses incurred in the course of repairing the damages will be my responsibility and that the property must be restored to its original condition.

SIGNATURE OF OWNER(S) _____

BOARD APPROVAL: _____

DATE: _____

7.0 Move-In/Move-Out and Delivery Policy

Summary

- All move-ins, move-outs and deliveries to be booked at least 5 business days in advance
- Residents must adhere to the move-in/move-out and delivery procedures outlined below
- Unit owners will be responsible for any damage to common property
- Move-in/move-out fee is \$100, delivery fee is \$50

Unscheduled moves or deliveries and as well as moving and delivery procedures violations will result in \$250 penalty. If damage to common property occurs, cost of repairs will be charged to the unit.

Policy goals

The purpose of this policy is to ensure that residents are not unduly inconvenienced by move-ins and move-outs in the building and to ensure that the building and elevators are not damaged by moves.

Section 1: Move-ins and move-outs

Residents moving into or out of the property are required to adhere to the following procedures:

- All move-ins and move-outs must be scheduled a minimum of five (5) business days in advance by the management company.
- Move-ins and move-outs will only be permitted in one of the following time slots:
 - 9 a.m. – noon
 - 12:30 – 3:30 p.m.
 - 7 – 10 p.m.
- The loading dock located on the north-west side of the building (facing CO-OP) is the only entrance for moves.
- At no time should doors be propped open or left unattended.
- Stairs as well as the main and side entrance cannot be used for moving.
- Only the elevator key could be used to hold the elevator door open. Do not prop or hold the elevator door open, the chance of damage to the elevator door is too high, the unit owner will be held responsible for all damages that occur.
- Any requests by residents to use the elevator during a move must be accommodated.
- The elevator must be released when not required during a move.
- Residents are solely responsible for any damage to the common property, including elevator panels, corridor walls and carpets.
- Any damages found to be caused during the move will the responsibility of the suite owner to pay. Should the moving party be a tenant the damages will be charged to the suite owner. It will be the responsibility of the suite owner to obtain reimbursement from their tenants if they wish.
- All residents are responsible for the disposal of unwanted items. At no time is there to be unwanted items (i.e. furniture, electronics, etc.) left on the property. All costs related to the removal of such items will be charged back to the unit.

Section 2: Deliveries

- All deliveries must be scheduled a minimum of five (5) business days in advance by the management company.
- The loading dock located on the north-west side of the building (facing CO-OP) is the only entrance for deliveries.
- At no time should doors be propped open or left unattended.
- Only the elevator key could be used to hold the elevator door open. Do not prop or hold the elevator door open, the chance of damage to the elevator door is too high, the unit owner will be held responsible for all damages that occur.
- Residents are solely responsible for any damage to the common property, including elevator panels, corridor walls and carpets.
- Any damages found to be caused during the delivery will the responsibility of the suite owner to pay. Should the delivery have been for a tenant, the damages will be charged to the suite owner. It will be the responsibility of the suite owner to obtain reimbursement from their tenants if they wish.

Section 3: Fees

- There is a \$100 non-refundable moving fee that includes inspection of the elevators, hallways as well as intercom programming and system updating.
- Failure to provide a minimum 24 hours' notice for any canceled move or failure to show up for a scheduled move time will result in a \$100 cancellation fee.
- There is a \$50 non-refundable delivery fee that includes inspection of the elevators and hallways.
- The fees are payable by cheque to Vantage Pointe Condominium and must be received by the management company a minimum of five (5) business days prior to the move.

Section 4: Policy enforcement

- A penalty of \$250 will be levied against the unit for:
 - unscheduled moves
 - insufficient notice for moves/deliveries
 - any additional infraction of this policy

8.0 Shopping Cart Policy

- **Grocery store shopping carts are not permitted anywhere on the property or in any of the buildings as a result of the damage they have caused to walls and vehicles, and their subsequent abandonment in the complex.**

Bringing shopping carts into the complex will result in a \$250 penalty.

9.0 Comprehensive Rental Policy

Summary

- **An undertaking, signed by both the owner and the renter, must be provided to the board.**
- **The owner of a rented unit is required to provide a damage deposit of \$1000 to the Corporation.**
- **Any damage caused by renters will be charged back to the unit owner.**
- **Tenants of rental units must obtain permission to keep any pets.**

Failure to follow the provisions of this policy will result in a \$250 penalty.

Policy goals

The purpose of this policy is to provide to our owners with guidelines and rules in regards to renting of suites they may own within the complex. The board recognizes that while the Vantage Pointe Condominium complex is primarily occupied by resident owners there are a few owners that wish to rent out their units. This policy will be reviewed or amended by the board from time to time as required.

Section 1: Vantage Pointe Condominium Corporation Bylaws

- a) Bylaws 51 and 52 of the Vantage Pointe Condominium Corporation provide rules as to liability of unit Owners, specifies that Owners must provide a signed undertaking to the Corporation from any proposed lessee or occupant, and also specifies certain rights of the corporation to collect deposits, evict tenants, and make court applications as required.
- b) It is the policy of the board that a signed undertaking must be provided to the board by the owner as specified by the bylaw #51 without exception. This undertaking must be signed by both the proposed lessee and/or tenant stating they will comply with all provisions of the Act, Bylaws of the Vantage Pointe Condominium Corporation,

and all policies of the duly elected Board of the Corporation.

- c) The board reserves the right as granted by the Section 53 of the Alberta Condominium Property Act, to collect a damage deposit from owners who are renting their unit.
- d) The board will hold each owner responsible for all damage their tenants or occupants cause to any common property, and other owner's suites.
- e) No intercom changes will be performed until the suite owner has filed the signed agreement with the Property Manager.

Section 2: Pets

- a) The board under bylaw 58 section iii of the Vantage Pointe Condominium Corporation bylaws reserves the right to control any animal, livestock, fowl or pet of any kind.
- b) Tenants of rental units must obtain permission to keep any pet from the Vantage Pointe Condominium Corporation board prior to bringing it on the property.

Section 3: Unit Rental Policy

The purpose of this policy is to set reasonable guidelines for the rental of units in accordance with the Condominium Property Act of Alberta and the Bylaws of the Condominium Corporation. The bylaws of the Condominium Corporation state, the regard to the leasing of units:

Accordingly, the Board of Directors has authorized the following in regard to the rental of units:

- The owner of a unit rented at Vantage Points Condominiums is required to provide a \$1000 deposit to the Corporation prior to entering into a lease or rental agreement on the unit.
- The owner acknowledges that any deposit held by the Corporation will be held until the unit is sold, or the owner occupies the unit and the deposit is no longer required.
- The deposit will be used to pay for any damages caused to the common property by lessees or occupants of the unit.
- The deposit will also be used to pay any assessments against the unit in regard to infractions of the Bylaws or Policies by the lessees or occupants.
- The owner will promptly reimburse the Corporation for all out-of-pocket expenses, including assessments for Bylaw and Policy infractions.
- The owner will obtain a Tenant's Undertaking, in the form attached, and submit same to the Corporation's management company, prior to the lessee or occupant taking possession of the unit.
- The owner acknowledges that the Corporation has all of the rights and benefits under the Condominium Property Act of Alberta and the Bylaws to enforce the Bylaws of the Corporation, including the eviction of the lessee or occupant at the owner's expense.

Section 4: Enforcement

- a) Each violation of this policy unless otherwise designated will carry a \$250 per incident fine against the owner of

the unit.

- b) The board reserves the right to impose any other fines or fees as may be required to curtail abuse of this policy and the bylaws of Vantage Pointe Condominium Corporation.

10.0 Comprehensive Noise Policy

Summary

- Unacceptable noise includes loud partying, music, playing musical instruments, or any other noise which would violate the Bylaw 58(b)(ii).
- Anonymous reports will not be accepted.
- Identity of a reporting party will be held confidential.
- Unit owners will be held responsible for their guests, renters, and renter's guests.
- The use of any incendiary device such as fireworks will automatically result in \$1,000 penalty and police report will be filed (see Section 4 for details).

The first incident will result in a warning. Second incident will result in a \$250 penalty. Third incident will result in \$500 penalty. Subsequent incidents will result in \$1,000 penalty. If the offending party is a renter, eviction proceeding will be initiated.

Policy goals

The purpose of this policy is to ensure all residents are able to enjoy their residences in reasonable peace and quiet, and to deliver enforcement of noise standards in a swift, efficient manner.

Section 1: Definition of Unacceptable Noise Bylaw

Bylaw 58(b)(ii) states an 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 others.

The board considers unacceptable noise to include:

- loud partying
- loud music
- playing of musical instruments that can be heard in adjacent suites
- and any other noise or disturbance that would violate the bylaws

Section 2: Reporting of incidents

Residents should report all incidents via e-mail to the property manager and provide as many details as possible including:

- their suite number
- suite number of the offending party

The identity of the reporting party will be held confidential. Anonymous reports are not credible and will not be accepted. Residents without email may make a report via telephone to the property manager and must follow up with a written statement.

Section 3: Policy enforcement

Upon receipt of a credible complaint the enforcements listed in this policy shall apply:

- While anywhere on the common or private property of the condominium corporation, suite owners are responsible and will be held as such for all actions of:
 - themselves
 - their guests
 - their tenants
 - their tenant's guests
- All fines shall be against the owner of the suite.

The board authorizes its property manager to enforce this policy for all credible complaints except those that would be considered to be as the result of normal living within a suite which shall be referred to the Board for consideration. The property manager will take action only in clear cut cases of violation of this policy, all others will be referred to the Board. The property manager will inform the Board in a reasonable timeframe of all complaints and enforcement actions taken.

3.1 First incident

The owner of the suite will receive a warning letter that indicates unacceptable behavior has occurred and advising them to take corrective action to avoid further action by the board.

3.2 Second incident

A fine of \$250 will be levied against the owner of the suite.

3.3 Third incident

A fine of \$500 will be levied against the owner of the suite.

3.4 Fourth and all subsequent incidents

- A fine of \$1000 will be levied against the owner of the suite.
- If the offending party is a tenant or guest of a tenant then eviction proceedings shall be initiated.
- All legal and court fees incurred by the board for these proceedings will be levied against the suite owner.
- All eviction proceedings must be approved by the board prior to proceeding.

Section 4: Incendiary devices

- Any ignition or use in any way of any incendiary device such as any type of fireworks or any other such device will result in a fine of \$1000 against the suite owner per incident or device.
- If the offending party is a tenant or guest of a tenant then eviction proceedings will be initiated.
- All legal and court fees incurred by the board for these proceedings will be levied against the suite owner.
- If the offending party is an owner the matter will be referred to the Board to consider further action in addition to the above stated fines including potential application to the Alberta Courts for eviction.
- In either case charges will be laid with the Calgary Police Service.

Section 5: Appeal of fines

Any unit owner upon receipt of a letter notifying them of fines or penalties levied against their unit due to violations of this policy may within 30 days from the date of the letter appeal the fines or penalties in writing to the board. The Board will notify the suite owner in writing of its decision at its earliest convenience.

Section 6: Safety of agents and property

The Board will not tolerate any harassment whatsoever of board members, or its agents in the performance of their duties enforcing this policy. The Board will not tolerate any vandalism whatsoever of the common or private property within this complex. The Board's policy in the case of any harassment or vandalism occurring is that charges will be laid with the Calgary Police Service without exception and all costs of any damage will be charged to the suite owner.

11.0 Flooring and Renovation Policy

Summary

- **Before installing hardwood, laminate, or tile flooring, unit owners are required to submit specifications to the Board for approval.**
- **Must meet a minimum of 65 STC and 65 IIC**
- **Before making any electrical, plumbing, or structural renovations, a form with the plan drawings must be submitted for approval by the Board of Directors.**

All renovation materials must have an elevator booking for delivery and all renovations materials must be removed from the building. Garbage bins are NOT to be used for building materials disposal.

Failure to notify the Board regarding any flooring upgrade or a renovation, non booking of the elevator, or improper disposal of materials, will result in a \$250 penalty. The unit may also be required to remove offending materials.

Policy goals

The purpose of this policy to provide standards for hardwood, laminate or tiled flooring with the goal of ensuring adjacent suites are not impacted. It is also to be able to better understand the betterments and improvements for insurance purposes.

Section 1: Issues with flooring

The primary issue with flooring in condominium units is noise transmission. The best buffer against noise transmission from suite to suite is the standard carpet and foam underlay that every suite in the complex was originally provided with. However, some units have taken it upon themselves, without permission of the Board, to install hardwood, laminates, or tiles on their floors. This has resulted in numerous adjoining suites having major impacts to their livability and to their resale value. Many of these problems are related to inadequate use of underlay materials below the hardwood, laminate or tile. This document provides some minimum guidelines as to underlay standards. This does not guarantee that hard flooring will not cause a

problem but it does allow having a much better chance of a livable installation. This problem has been exacerbated by improper advice from building suppliers that thin sheets of foam material are sufficient underlay which leaves the purchaser with a false sense of meeting sound requirements.

Section 2: Risk to Suite Owners

Suite owners are responsible for everything they do in this complex; this includes the installation of hard flooring materials. The bylaws state that you cannot create a noise situation that negatively impacts your neighbors units. Owners that do so could be liable for fines from the corporation, potential orders to remove offending materials, and may also be civilly liable should an adjacent suite owner wish to file suit due to the impact on their unit.

THIS FORM MUST BE COMPLETED AND APPROVED PRIOR TO COMMENCEMENT OF ANY IMPROVEMENTS, CHANGES, ETC.

Received by: _____

Name: _____

Date: _____

Property Address: _____

Mailing Address: _____

Home Number: (____) _____ Work Number: (____) _____

Application is submitted for review and approval of the following described renovations. Anything not listed here and not clearly shown on plans and specifications will not be a part of this review.

Please circle all that apply:

Flooring Plumbing Electrical Structural Landscaping

Supply Details:

In support of this application, the following required items must be submitted:

- A copy of plans and specifications
- A copy of building permits if applicable
- A list of materials, types of surfaces/finishes, colors, dimensions etc.

If application is incomplete, the reviewer will notify the applicant as to the needed documents or information and the application will not be further considered until receipt of these materials or information.

I will assume the responsibility of any work under the proposed above improvement that I may or my licensed contractor may accomplish which may, in the future, adversely affect the common area. I will assume responsibility for all future maintenance of this addition and/or improvement. I will ensure that any / all materials that are a result of the renovation shall be removed from the property and not disposed of in the regular on-site garbage areas.

Homeowner's Signature: _____

Date: _____

12.0 Pets on Common Property Policy

The purpose of this policy is to ensure that damages done to the carpets and common areas on the property are dealt with the pet owner, and other owners are not adversely affected.

Issue: Incidences of dog urine and feces are being found on several floors, elevators, and on balconies. This is not acceptable.

In order to prevent this from occurring in the future the following initiatives have been enacted:

- Pets on the common property whether outside or inside the buildings must always be on a hand leash and under control of their owners.
- All pets must be registered with the Vantage Pointe Condominium
- Violation of these rules carries a \$250 penalty billed to the suite owner.

VANTAGE POINTE CONDOMINIUMS **PET APPLICATION FOR APPROVAL**

NAME OF OWNER: _____ UNIT #: _____

CAT/DOG /OTHER: _____ BREED: _____

SPAYED/NEUTERED: YES _____ NO _____

SIZE (HEIGHT & WEIGHT): _____

COLOUR/MARKINGS: _____

MALE: _____ FEMALE: _____ AGE: _____

I _____ as a resident/owner at Vantage Pointe Condominiums acknowledge that this application for approval is strictly limited to the above-mentioned pet to live out its "Natural Life" at Vantage Pointe Condominiums. This pet may not be replaced without prior approval by and re-application to the Board of Directors.

The Bylaws of the Corporation state:

Section 58, Paragraph (b), Item (iii)

"...an Owner shall not allow any animal, livestock, fowl or pet of any kind (other than birds, fish or small animals restrained at all times inside the Unit) at any time to be in his Unit or on the Common Property without the specific approval in writing of the Board, which approval the Board may arbitrarily withhold and may, if given, be withdrawn at any time on seven (7) days notice to that effect. All dogs or cats approved must be hand leashed and kept under control at all times;"

I understand that if my pet presents a problem that the Board of Directors has the authority to withdraw such approval with seven-day (7) notice in writing to me.

SIGNATURE OF OWNER: _____

BOARD APPROVAL: _____

DATE: _____

13.0 Enhanced Fire Safety Policy

Summary

- **Only one CSA approved propane tank not exceeding 20 pounds is permitted on a balcony or patio. The tanks must be equipped with double safety valves, have tip over protection, and must be checked for leaks regularly.**
- **Propane tanks cannot be stored inside the building or the parkade inside or outside a vehicle.**
- **Keep barbeques away from balcony walls. Balcony walls can be damaged by heat.**
- **Outdoor heating appliances are not permitted**

Failure to comply with conditions of this policy will result in \$250 penalty. Disposal of any smoking materials will result in \$500 penalty for the first incident, \$1000 penalties for subsequent incidents, and possible eviction.

Policy goals

The purpose of this policy is to enhance the fire safety within the building to keep residents and property safe. It is based on information and onsite visits from Fire Department.

All residents need to ensure they are in full compliance with these Fire Safety Rules. The Board will take action against those suites that do not comply with these rules. Your personal safety and the safety of your property was the paramount concern in all these decisions.

Section 1: Propane tanks

A strict limit of only one propane tank not exceeding 20 pounds will be permitted on balconies or patios. Tanks must be equipped with the new double safe valves and have tip over protection. Please note: You cannot store a propane tank inside the building, in the Parkade, in a vehicle in the Parkade, or anywhere on the common property. Empty or not it is illegal and you can expect to be dealt with severely.

Section 2: Barbeques

All barbeques whether they be gas, propane, or electric must be placed so they do not back up against the walls. They must be placed so that they back against the steel rail on balconies or open areas on patios as far away from the vinyl siding as possible.

Section 3: Outdoor heating appliances

All heating appliances be they propane, natural gas, or electrically powered are banned from all balconies or patios. Failure to comply will be referred to the Board for enforcement action.

14.0 Smoking on Common Property

There is no smoking on any common property at any time. Smoking on the exclusive use patio balcony and inside a suite is permissible. All smoking materials must be out into a closed ashtray when smoking outside and never should any cigarettes be disposed of over the balcony. If a unit is found to be disposing of any lit materials, there will be an automatic \$500.00 fine. Subsequent infractions will be met with a \$1000.00 fine. Smoking materials are never to be extinguished in a flower pot.