

STANDING BOARD POLICIES AND ORDERS

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

Note to owner and tenants: These policies and standing orders as well as the bylaws of the Bridlewood Pointe of View Condominium Corporation are legally binding on each and every owner and tenant of the Bridlewood Pointe of View 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 Fines remain in effect until repealed.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.

LAST UPDATED: DECEMBER 15, 2009

TABLE OF CONTENTS

1.0	Satellite Dish Policy	3
2.0	Garbage Enclosure Dumping Policy.....	4
3.0	Pet Refuse Disposal Policy	5
4.0	Comprehensive Parking Policy.....	6
5.0	External Signs Policy	8
6.0	Ban on Natural Christmas Trees	8
7.0	Parkade Storage Policy.....	8
8.0	Air Conditioner Policy.....	8
9.0	Balcony Lattice Policy.....	9
10.0	Moving In/Out Policy	9
11.0	Rental Deposit Policy.....	9
12.0	Shopping Cart Policy.....	9
13.0	Comprehensive Rental Policy.....	10
14.0	Operating Funds Surpluses	11
15.0	Reserve Fund Increases	11
16.0	Skateboarding Policy.....	12
17.0	Noise Policy	13
18.0	Tire Storage Policy	14
19.0	Capital Investment Policy	15
20.0	Frozen Pipe Policy	16
21.0	Flooring Policy	19
22.0	Pets on common property controls.....	20

1.0 Satellite Dish Policy (Updated 2009 Ban on new Installations ordered)

Policy Goals: The purpose of this policy to bring the satellite dish policy at Bridlewood Pointe of View into compliance with the bylaws of the condominium.

Section 1 History: The year one board allowed satellite dishes to be installed on temporary mounts such as tripods and Bolt-on mounts on the balcony railings. The year three board updated this policy to provide specific guidelines as to what was permitted. They restricted the use of satellite dishes to two approved providers, Bell Expressvu and Star Choice.

Section 2 Bylaws: The bylaws are specific with regards to the use of satellite dishes in the Bridlewood Pointe of View complex. Section 58 (b) (ix) of the bylaws state that “No television, mobile telephone, radio antenna, tower, satellite dish or appurtenances or appurtenances thereto shall be erected on or fastened to any Unit or common property except in connection with a common television antenna or cable system as authorized by the Board, and then only in accordance with regulations therefore which may be established by the Board”.

Section 3 Review: The present policies do not comply with the bylaws of the Bridlewood Pointe of View Condominium. The board must only create policies that are in full compliance with the bylaws. Should a board wish to change the bylaws they must do so through a full vote of the owners in the complex and not by creating a policy that conflicts with the bylaws. The boards erred in creating these policies; all requests to mounts satellite dishes should have been denied.

Section 4 Remedy: Effective Feb. 24, 2009 the installation of Satellite Dishes at Bridlewood Pointe of View will be banned as required by the bylaws. Existing dishes that are in compliance with the previous policy, that is legal dishes from Bell Expressvu or Starchoice will be grandfathered until such time as the unit where the dish is mounted is sold or the tenant currently leasing a rented suite leaves. All other dishes must be removed within 30 days of the effective date of this policy.

Section 5 Enforcement: Failure to adhere to all the regulations set in this policy will result in the owner of the suite being fined \$250. Failure to implement any board orders including removal of a dish will result in additional fines and action as the Bridlewood Pointe of View Condominium Corporation Board sees fit.

2.0 Garbage Enclosure Dumping Policy

Policy Effective Date April 1, 2007

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

Section 1: Garbage Enclosure Policy: All garbage must be placed in the provide garbage dumpster. Only garbage that is appropriate to the garbage dumpster may be placed in it, 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, and may not be left in the garbage enclosure under any circumstance. All garbage bags must be placed in the garbage dumpster and may not be left on the garbage enclosure floor.

Section 2: Policy Enforcement: Any person dumping any furniture, unwanted junk, empty bottles or containers, or any other material or refuse not appropriate to the provided garbage dumpster will be fined \$250 per incident. Any person leaving garbage on the floor of the garbage enclosure will be fined \$250 per incident. In addition if it is necessary to hire a third party company to remove said material the owner of the unit will be billed the full cost of the removal. No warning will be given and collection will be undertaken if the owner does not pay said fines and bills within 60 days of their receipt by mail.

Section 3: Rented or leased units: Should the person violating this policy be a tenant in a rented or leased unit, the owner of the unit will be held fully responsible for any fines or bills levied under this policy.

3.0 Pet Refuse Disposal Policy

Effective Date April 1, 2007

Policy Goals: The board has observed on numerous occasions pet owners not cleaning up after their pets on the common property. The board is also aware that some pet owners are placing their pet refuse in the lobby and stairwell garbage bins. The board considers it unacceptable that this continue. The board recognizes the majority of pet owners are responsible; however there clearly is a need for additional action.

Section 1: Pet Refuse: All residents must clean up their pet's refuse on the common property immediately after it is deposited including balconies and patios which are also common property. Any owner failing to follow this policy will have their right to own a pet within this complex removed by the board.

Section 2: Disposal of Pet Refuse: Pet refuse must be wrapped properly in plastic and placed in the dumpster in the Garbage Enclosure. Any owner placing their pet refuse in the lobby, stairwell, or parking level garbage cans will have their right to own a dog within this complex removed by the board.

Section 3: Enforcement of Policy: Any owner failing to comply with this policy will be fined \$250 and the cost of cleanup or repair required to any facilities or grounds within the common property of the complex. If the board removes an owner or tenant's right to own a pet within this complex and the animal is not removed the owner will be fined \$250 per month that animal remains on the property. If the animal's owner is a tenant of a rental or leased unit, the actual unit owner will be fined. No warning will be given, and collection will be undertaken if the violator does not pay all fines within 60 days of receipt by mail.

Section 4: Related Bylaws: All residents should also be aware that our bylaws require all dogs to be on hand leash and under control of their owners at all times when they are on common property, including in front of any first floor patios. Residents living on the first floor are not permitted by our bylaws to install dog runs or tie out stakes, temporary or otherwise, or allow their pets to remain unattended on their patios. Residents on the first floor are also reminded that the grounds in front of and adjacent to their patios are not their personal property and there are not to be used as bathrooms for their animals. Enforcement of these bylaws will be as described in section 3 of this policy, and any other remedy as the board may deem necessary.

4.0 Comprehensive Parking Policy

Policy Goals: The purpose of this policy to ensure our roadways are safe places, to ensure emergency vehicles can gain access to our buildings, to ensure adequate temporary visitor parking for everyone, and to correct those situations where abuse occurs.

Section 1: Banned Parking Areas: No vehicle at any time may be parked on the Roadways, Fire Lanes, Sidewalks, or Building Entrance ways of the Bridlewood Pointe of View Condominium Corporation property. Vehicles found parked in any of these areas will be reported to the Calgary Authority for immediate ticketing and towing at the vehicle owners expense and risk. In addition any vehicle parked on a Building Entranceway will have its license recorded and the owner will be fined \$100 and will be held responsible for any and all damages to the Building Entranceway such as but not limited to concrete cracking, and subsistence of the Building Entranceway.

Section 2: Handicapped Parking Areas: No vehicle may park at any time in a Handicapped parking spot as marked on the pavement with a handicapped parking identifier unless they have a clearly displayed Handicapped Permit in the vehicle. An exception to this policy is made for those Handicapped spots that have been permanently assigned to residents. This handicapped parking policy applies to stalls 16, 19 and 45. The exception to this policy applies to stalls 15, 18, 20, 44, and 70. Any vehicle in violation of this policy will be reported to the Calgary Parking Authority for immediate ticketing and towing at the vehicle owners expense and risk.

Section 3: Visitor Parking: Visitor parking is only for the use of short term temporary visitors to the Bridlewood Pointe of View Condominium Corporation property. It is not for use of the residents or their long term guests. Parking in any Visitor Parking Area after 11:00 PM and before 06:00AM is hereby banned unless an authorized Guest Parking Pass issued by the board and used in accordance with the Guest Parking Pass policy is displayed on the dashboard of said vehicle. Any vehicles without a valid Guest Parking Pass in Visitor Parking after 11:00 PM will be reported to the Calgary Parking Authority for immediate ticketing and towing at the vehicle owners expense and risk. This section of the Comprehensive Parking Policy becomes effective Feb.1/2007.

Section 4: Guest Parking Pass Policy:

4.1 Issuance of Guest Parking Passes: Each unit in the Bridlewood Pointe of View Condominium will be issued one laminated Guest Parking Pass with their unit number on the face of the pass. There will be no charge for the initial card, however if a resident loses it, and requires replacement of their card there will be a ten dollar charge for replacement, and issuance of a new card. 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. Any new owner or tenant requiring a replacement card due it being lost will have to pay a ten dollar fee to receive the new card.

4.2 Use of Guest Parking Passes: The Guest Parking Pass may only be used by temporary visitors to park in Visitor Parking after 11:00 PM under the following conditions:

- It 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 2 nights in any calendar week, and 5 nights in any calendar month.
- Each Guest Parking Pass must be displayed on the vehicle's dashboard 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.

4.3 Guest Parking Pass Abuse and Enforcement: Any use of the Guest Parking Pass not in accordance with the stated policy in sections 4.1, and 4.2 of this document will be considered to be in violation of the Bridlewood Pointe of View Condominium Corporation Comprehensive Parking Policy and subject to the following enforcement actions:

- Any unit whose pass is found to have been used in violation of the Guest Parking Pass Policy will be fined by the board at a rate of \$75 per incident. An incident is considered to be one night, if a pass is used in violation for more than one night, this will be considered to be multiple incidents and the unit will be fined for each incident.
- The owner of the unit will be notified of any fines or penalties by letter, and said fines or penalties will be applied to the unit's monthly condominium maintenance fees, and must be paid to the Bridlewood Pointe of View Condominium Corporation. Fines will be subject to same methods of collection as are condominium maintenance fees in the case of non-payment.
- The owner of the unit is liable for the payment of all fines and penalties levied as the result of the use of their Guest Parking Pass.
- Any units with fines 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 fines 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 Guest Parking 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.

4.4 Appeal of Guest Parking Pass Policy Violation Fines and Penalties: Any unit owner upon receipt of a letter notifying them of fines or penalties levied against their unit due to violations of the Guest Parking Pass policy may within 30 days from the date of the letter appeal the fines or penalties in writing to the board. Upon receipt of an appeal the board will suspend the levying of any fines 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.

4.5 Extraordinary Abuse: Should the board or it's agent in the course of enforcing the Bridlewood Pointe of View 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 5 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 will not tolerate any vandalism whatsoever of the common property of the corporation or the private property of board members or its agents enforcing this policy. 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.

5.0 External Signs Policy

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 fine 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.

6.0 Ban on Natural Christmas Trees

Policy Goals: This policy has been enacted due to the extreme fire hazard of natural Christmas Trees.

The use of natural Christmas trees within private or public areas of the Bridlewood POV complex is hereby banned. Natural Christmas may NOT be brought on the property at any time. Any owner or tenant found with a Natural Christmas tree on the common property or within a unit will be fined \$250.

7.0 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.

The only exemption to this policy is to allow the storage of bicycles or a motorcycle at the front of the parking spot. However this is only permitted if the end of vehicle which is also parked there does not extend beyond the end of the yellow lines which mark the parking spot.

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

8.0 Air Conditioner Policy

Window mounted Air Conditioner units are not permitted in any suite of the Bridlewood Pointe of View Condominium Complex. Portable Floor Standing units are permitted only.

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.

9.0 Balcony Lattice Policy

Suite owners on the 2nd, 3rd, and 4th floors may install a Balcony Lattice within the following restrictions; The Lattice must be a plastic white criss-cross pattern only. The Lattice may not extend above the top of steel balcony rail. The Lattice may not be permanent bolted, screwed, or nailed to any part of the balcony. Owners are instructed to use plastic tie wraps so the Lattice may be removed in the future with no damage to the common property of which the balconies are included.

Lattices are not permitted on the first floor. Chicken wire, wire fencing, or any other material except the approved Lattice may not be used on any Patio or Balcony in the Bridlewood Pointe of View Complex. Any owner or tenant failing to remove unapproved material within 14 days of notification by the Board will be fined \$250.

10.0 Moving In/Out Policy

Suite Owners and Tenants of Bridlewood Pointe of View Condominium are bound by the following rules for moving in and out of the complex:

Moving may only be done during the hours of 9AM and 11PM.

Owners or tenants planning to move in or out of the complex must make a moving appointment with the board's appointed property manager at least 7 days in advance of the move. Moving without an approved appointment carries a \$100 fine which shall be billed to the suite owner.

Owners or tenants requesting to use the elevator for moving purposes may also make arrangements for the elevator key when making their moving appointment. A deposit of \$50 is required for all elevator keys. Each unit performing a move will be limited to two hours locked off access to the building's elevator. You must have an elevator key to hold the elevator door open. You cannot prop or hold the door open, the chance of damage to the elevator door is too high, and you the suite owner will be held responsible for all damages that occur.

The board may at its discretion inspect the common property of the building prior to and immediately after the move. Any damages found to be caused during the move will be 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.

11.0 Rental Deposit Policy

Any owner intending to rent their suite must provide a deposit of \$1000 to the Condominium board prior to any tenant moving into the unit. Any unit already rented must also provide this deposit upon notice by the board. This is to cover any damages the suite owner's tenants may cause to the common property of the complex.

12.0 Shopping Cart Policy

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. Anyone caught bringing a cart into the complex will be fined \$250 to their condo account. If the person caught violating this policy is a tenant, the unit owner will be fined.

13.0 Comprehensive Rental Policy

Policy Effective Date Sept. 1, 2007

Policy Goals: The purpose of this policy to provide to our owner guidelines and rules with regards to renting of suites they may own within the complex. The board recognizes that while the Bridlewood Pointe of View 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: Bridlewood Pointe of View Condominium Corporation Bylaws

- a) Bylaws 51 and 52 of the Bridlewood Pointe of View Condominium Corporation provide rules as to liability of unit Owners, specifies that Owners must have 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 Bridlewood Pointe of View Condominium Corporation, and all polices of the duly elected Board of the Corporation.
- c) All units which have not previously provided a signed undertaking as required by bylaw #51 and section 1b of this policy will be have until Dec 1, 2007 to provide same, failure to do so will result in referral to the board's enforcement process.
- d) The board reserves the right in the future as granted by the Section 53 of the Alberta Condominium Property Act, to collect a damage deposit from owners who are renting their unit.
- e) The board will hold each owner responsible for all damage their tenants or occupants cause to any common property, and other owner's suites.
- f) No intercom changes will be performed until the suite owner has filed the signed agreement with the Property Manager.

Section 2: Moving in and out

- a) Moving in and out can only be done between the hours of 9AM and 11PM of each day.
- b) Tenants must make a moving appointment with the property manager not less than 7 days prior to the move and to arrange for elevator access. The elevator may not be used for moving without an appointment and a cash deposit of \$50 must be left with the property manager to obtain an elevator key. Moving without an approved appointment carries a \$100 fine billed to the suite owner.
- c) Owners must ensure that when a tenant or occupant is moving out the property manager has been notified that such a move is taking place and during which days and times it is expected to be performed.
- d) The owner of the unit is responsible for all damage done to common property by their tenants or occupants in the process of moving into or out of the building. The board reserves the right to inspect the common property during, and after a move to check for damage the owner's tenants or occupants may have caused.

Section 3: Turnover fees

- a) Each time an owner turns over their suite to a new tenant or occupant approximately one half hour of service time from the Corporation, its Management Company, and board volunteers is consumed. These costs are solely the responsibility of the Owner of the unit being rented. Each turnover of the suite the Owner will be billed \$25 plus any associated property management administration fees to cover this cost.
- b) Failure of the owner to pay the turnover fee will result in the referral to a collection process, and will result in the termination of all services such as intercom changes, elevator access for moving, and any others as may occur until such time as the fee is paid.

Section 4: Pets

- a) The board under bylaw 58 section iii of the Bridlewood Pointe of View 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 Bridlewood Pointe of View Condominium Corporation board prior to bringing it on the property.

Section 5: 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 Bridlewood Pointe of View Condominium Corporation.

14.0 Operating Funds Surpluses

This standing order requires the Board to conduct a board vote on depositing any annual surplus in the corporation's operating account above \$75000 as determined at the corporate year end, into the reserve fund. This order requires the board to table a motion on the issue at the first board meeting after the annual general meeting, and make any adjustments to the surplus contribution as conditions may dictate at that time.

15.0 Reserve Fund Increases

This standing order is in effect from July 2007 up to and including July 2011 and may not be rescinded prior to the completion of an updated Reserve Fund Study.

This standing order requires the board to approve an annual increase to the Reserve Fund contribution of 22.5% per year for the next five years budgeting cycles starting in July 2007 and ending in July 2011 and requires the board to re-evaluate the annual increase required for adjustment after the next Reserve Fund Study is prepared in 2011. This order requires the board to have a Reserve Fund Study performed in the year 2011.

16.0 Skateboarding Policy

Effective Date July 1, 2008

Policy Goals: The purpose of this policy is to regulate the use of skateboards within the Bridlewood Point of View complex, and to prevent the property damage and noise pollution associated with them.

Section 1: Skateboarding Policy.

This policy hereby bans skateboarding of all types anywhere on the common property. This includes inside the buildings, in the parkades, on the surface parking lots, and all sidewalks, entryways and driveways. Skateboarding is banned in the entire complex.

Section 2: Damage to the building and/or property.

Suite owners will be held responsible for all damage that occurs to the building and/or private suites as result of skateboarding. This includes marking of concrete caused the practice of dragging the board against the cement. Professional maintenance will be hired to clean or correct any marks or damage and the suite owner will be billed the entire cost.

Section 3: Guests on property.

Suite owners as per the bylaws will be held responsible for all guests they have on the property. Should any guest violate this policy the suite owner will be fined, and charged with any maintenance or repair costs. Suite owners will be held responsible for all the actions their tenant's guests may take while on the property.

Section 4: Enforcement of Policy.

Failure to adhere to all the regulations set out in this policy will result in the owner of the suite being fined \$250 per incident per person with no limitation on the number of fines that may levied against the suite owner. In cases where damage is incurred the police may also be called. Suite owners will be held responsible for all the actions of their tenants and any fines they may incur as a result of violating this policy.

17.0 Comprehensive Noise Policy

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

Section 1: Definition of Unacceptable Noise: 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: Enforcement of Noise Policy: Upon receipt of a credible complaint the enforcements listed in this policy shall apply. Should the offending party be a tenant or a guest of tenant all fines shall be against the suite's owner and it will be their sole responsibility to correct the actions of their tenants.

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

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

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

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

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.

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.

Section 3: 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 4: Reporting of Incidents: Residents should report all incidents via email to bw pov@condohood.com and provide as many details as possible including their suite number and the 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 to the Property Manager.

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: Delinquent Fines: Any fines which remain unpaid 90 days after they have been levied against a suite owner shall in the case of a tenant occupied suite result in the initiation of eviction proceedings against the tenant occupying the suite. If the suite is owner occupied an application will be made to the court to provide judicial approval of the fine and to obtain a collection order from the court. All legal and court fees incurred by the board for these proceedings will be levied against the suite owner.

Section 7: 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.

18.0 Tire Storage Policy

Policy Goals: We have numerous people storing tires (winter tires in summer, and summer tires in winter) in a number of places and we need set some rules to allow them to stay under certain conditions.

Section 1: The board has adopted of a policy allowing residents to store snow tires during the summer and summer tires during the winter in the following two places under the following conditions:

1. In the parkade at the front of the parking spot stacked neatly in proper tire storage bags.
2. On balconies or patios on a proper vertical tire storage rack in proper tire storage bags. Said rack may not be mounted on the wall and must be freestanding.

Section 2: Enforcement: Residents failing to store tires in the approved manner will receive a warning letter which will give them a deadline to remove the tires. Should they fail to remove them a \$250 fine will levied against the suite owner's account. If the tires are still not removed or stored according to this policy, the matter will be referred to the board for further action.

19.0 Capital Investment Policy

Policy Goals: The purpose of this policy to provide guidance and structure to the board to allow it to perform capital improvements to the property on a controlled and reasonable basis within the budgetary process, and ensure full visibility of the investment process to owners of the corporation.

Section 1: Definition of Capital Investment: Capital Investment refers to improvements to the property. It does not include maintenance, replacement, or refurbishment of existing structures or equipment.

Section 2: Capital Investment Limit: The Capital Investment Limit shall be at a maximum 1.75% of Total Annual Budget. The board may extend this limit to 4% in a single year by making approving a motion at regularly scheduled board meeting. At no time shall the board exceed 4% of budget for Capital Investment without a special resolution approved at a general meeting of the corporation.

Section 3: Project Sponsor: Every project shall require a project sponsor. It will be the responsibility of the project sponsor to manage the project, obtain costs estimates, prepare the project proposal, guide the project through its lifecycle to completion and report regularly to board as to the project's status.

Section 4: Project Process: Projects must align with annual June budgetary process. Projects will follow this step by step process to get approval for investment:

Step 1 The Idea: Project Idea is presented to board, and motion made to assign sponsor and proceed to Investigation Stage. This can generally occur from June to March in the calendar year for consideration in the next year's budget.

Step 2 Investigation and Proposal: Sponsor investigates feasibility of project, develops the project specifications, obtains costs estimates and prepares the project proposal for presentation to the board for approval in the annual Capital Investment List. All project proposals must be in writing, verbal only presentations can not be approved. Projects must be approved at this stage no later than the March regular meeting of the board.

Step 3 Capitalization: The treasurer of the board prepares the capital investment list and calculates the total Capital Investment Cost of the proposed projects, and the Capital Investment Limit based on the previous years total budgeted dollars. The treasurer presents this report to the board at the April meeting of the board. Should the cost of the projects exceed the Capital Investment Limit the board must by motion remove enough projects to bring the cost under the limit, or raise the limit as directed above.

Step 4 Approval: Two thirds of the board members must approve the Capital Investment List presented in Step 3 at the regular April Meeting for it to be included in the upcoming year's budget. This is also the final opportunity for board members to propose the dropping of any projects from the list. Failure to gain approval means that these projects cannot be considered for investment in the upcoming year.

Step 5 Budget and Publication: The treasurer presents the Capital Investment List if approved to the Property Manager for inclusion in the upcoming budget cycle no later than 7 days after the April regular meeting of the board. The property manager will be directed to publish the Capital Investment List along the regular annual budgetary mailing that is sent to all owners of the corporation.

Step 6 Implementation: Project Sponsors may begin implementing their projects no earlier than July 1 of the calendar year or as directed by the board. The board shall ensure projects are scheduled throughout the year to ensure the financial integrity of the corporation. The Treasurer shall monitor the costs of the project to ensure they do not exceed estimate costs. Project sponsors shall provide regular updates to the board until project completion.

20.0 Frozen Heater Pipe Policy

Policy Goals: The purpose of this policy 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:

Owners and tenants are responsible for keeping their windows and patio/balcony doors closed tightly when outside air temperatures are below freezing to prevent pipes and valves from freezing.

Owners and tenants are also responsible to 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 heating season owners and tenants are responsible to ensure their suite is checked daily for leaks and cold air ingress if it has been vacant for more than 96 hours. 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.

During heating season owners and tenants are responsible to ensure all windows and patio/balcony doors are closed tightly every time they leave the property.

When an event occurs, the suite owner and/or their tenants are required by the bylaws to 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 Chronic Risk: 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 chronically open when outside temperatures are freezing, the board will first issue a warning letter to the owner of the suite in question, and failing that rectifying the situation the board may issue fines of \$250 per incidence.

Section 4 Cost Assignment: The board through the common insurance policy which covers such events and 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 then the suite owner will be held responsible for the cost up to the present deductible of the Condominium Corporation's insurance policy. (2008/9 = \$2500) with the following exception; if the event was caused by the corporation's failure to correct a common property issue that the owner has identified in writing to the designated property manager at least 7 days prior then no charge will be made for the deductible.

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. If the rates or deductible should 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 responsible as defined under Owner Responsibilities, the Condominium Corporation may 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. These bylaws state:

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 the 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, its 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 be involved in the cost of the restoration if the work is performed by contractors hired by the Corporation 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 could be delayed until there is a resolution of any dispute between the parties.

21.0 Flooring Policy

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.

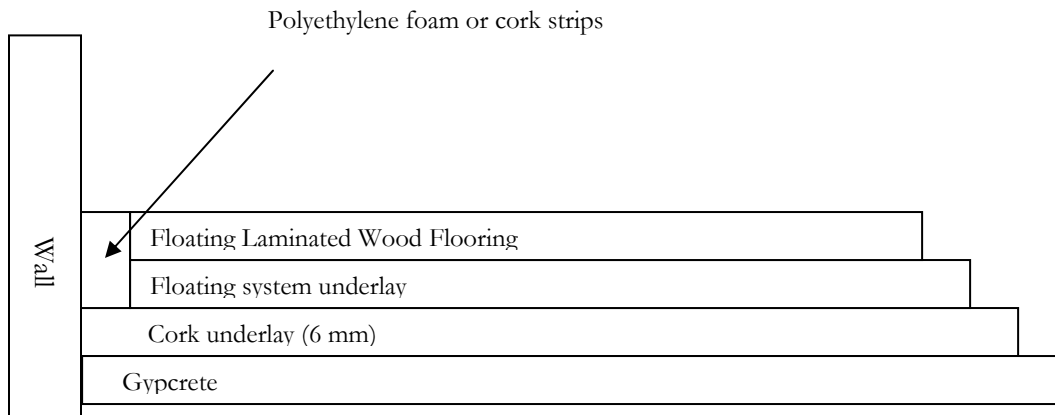
Section 1: Issues with flooring: The primary issue with flooring in condominium units is noise transmission. The best buffer against noise transmission from suite to suite is the standard carpet and foam underlay that every suite in the complex which originally provided with. However some units have taken it upon themselves without the 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 is patently false.

Section 2: Risk to Suite Owners: Suite owners are responsible for every thing they do in this complex; this includes the installation of hard flooring materials. The bylaws state 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. Should owners not follow the board recommended guideline of using carpet with foam underlay for their floors all liability related to that installation is assumed by the suite owner. In addition should if common property failure damages hardwood, laminate, or tiled flooring the corporation will only provide restoration to the materials installed in the suite during original construction of the unit. The corporation and it's board assumes no liability nor makes any guarantees as to use of the standard contained in this document, the suite owner is completely liable for the installation.

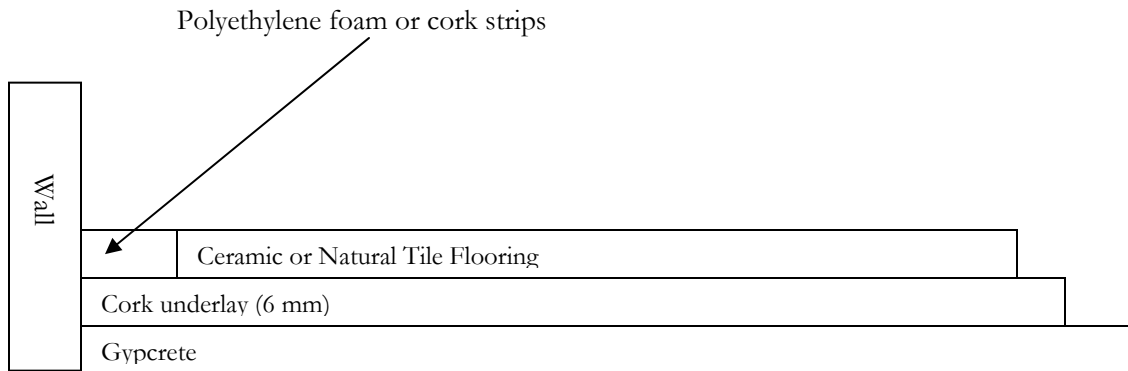
Section 3: Flooring Standard for laminate: The most critical part of the installation of laminate flooring is the underlay and surrounding isolation envelope. Suite owners should budget for proper overlay; it will be a significant cost, perhaps more than the hard surface material itself.

Floor base: The floor base material is Gypcrete and is common property. No nailing can be done into this surface, as it is brittle and can be damaged, reducing the value for both buffering sound and fire resistance. Gypcrete is very porous (water flows through) therefore the use of mortar or adhesive may cause issues and should be avoided.

Underlay: All underlay installations should achieve a minimum IIC (Impact Insulation Class) rating of 100. Meeting this standard will require a 6 mm cork subfloor plus standard underlay. In addition Polyethylene foam or cork strips must be used to isolate the laminate from the walls or piping.



Section 4: Flooring Standard for tile: Due to the extremely rigid nature of this type of flooring, it should only be considered for installation in the entryway, kitchen, bathroom or utility / laundry room areas. A 6 mm layer of cork Underlay is required.



Section 5: Flooring Standard for hardwood: Due to the thickness of this type of flooring in conjunction with the amount of sound buffer that would be required, it is recommended it not be used here as it very likely will cause problems with the heating registers.

Section 6: Hard Flooring Edging: It is important that any rigid flooring does not rigidly touch walls, columns, or any pipes penetrating the floor, to prevent direct contact with the building structure. A 12 mm (1/2 inch) thick continuous resilient material such as polyethylene foam or cork strips must be vertically attached to the base of the wall or column before installing the new flooring. Pipes protruding from the floor must be wrapped with the same resilient material.

22.0 Pets on Common Property Controls

Issue: Major Grass kill has occurred next to the front entrances and numerous patios due to pet urine. As a result of the severe winter, some areas of grass have been completely sterilized by pets and will not grow grass requiring additional remedial action and chemical treatment.

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

A ban on all pets from the center grass area to allow the grass to recover and to reserve the area for children to play without the risk of encountering animal waste.

Remediation will be performed as required on those sites next to patios that have been damaged and the owner in question will be charged the full of cost of that work.

All pets are to not to enter or exit from the main entrances of all buildings to prevent damage to the grounds in front of the main entrances.

Pets on the common property whether outside or inside the buildings must always be on a hand leash and under control of their owners.

Violation of these rules carries a \$100 Fine which shall be billed to the suite owner.