

NEWPORT POINTE 2000
CONDOMINIUM CORPORATION

BOARD POLICIES
AND ORDERS

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

Note to owners and tenants: These policies and standing orders, as well as the Bylaws of the Newport Pointe 2000 Condominium Corporation, are legally binding on each and every owner and tenant of the Newport Pointe 2000 Condominium Complex. The Board has the fiduciary responsibility to enforce these rules to help ensure the best quality of life we can have in our condominium community. Failure to abide by these rules will result in fines being applied to the condo owner's account as the Board may set at its discretion per Bylaw 44. Any appeals of fines must be done by the registered owner, 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 Fines remain in effect until repealed.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 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 will be notified in the condo newsletter or by other means as the Board may determine.

LAST UPDATED: April 16, 2014

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1.0 Satellite Dish Policy (*Approved April 16, 2013*)

Policy Goals:

The purpose of this policy to bring the satellite dish policy at Newport Pointe 2000 into compliance with the bylaws of the condominium.

Section 1 Rationale:

Previous Boards, under a policy release dated February 17, 2006, allowed satellite dishes to be installed on temporary mounts such as tripods and bolt-on mounts on the balcony railings.

The bylaws are specific with regards to the use of satellite dishes in the Newport Pointe 2000 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”.

The previous policy did not comply with the bylaws of the Newport Pointe 2000 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 Board erred in creating the previous policy. All requests to mounts satellite dishes should have been denied.

Section 2 Policy:

Effective Feb. 26, 2013 the installation of satellite dishes at Newport Pointe 2000 will not be permitted as required by the bylaws.

As there are no dishes currently installed within the complex the repeal of this policy has no effect on current owners.

Section 5 Enforcement:

Failure to adhere to this policy will result in the owner of the unit being fined \$250. Failure to implement any Board orders including removal of a dish will result in additional fines and action as the Newport Pointe 2000 Condominium Corporation Board sees fit.

2.0 Garbage Enclosure Dumping Policy (*Approved April 16, 2013*)

Policy Goals:

To clearly define rules regarding the acceptable use of the garbage storage enclosure.

Section 1 Rationale:

It has observed, on occasion, persons dumping old furniture and other unwanted material in our garbage enclosures. Additionally garbage is occasionally either left on the enclosure floor, or piled so high in the nearest bin to the entrance door that it overflows onto the floor or is dislodged when the bin is moved for dumping. This has resulted in either extra cost to haul it away, or someone on the Board being forced to clean up the resulting mess. 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 provided garbage dumpster and /or is not placed in that dumpster the resident responsible should be held accountable.

Section 1: Garbage Enclosure Policy:

All garbage must be placed in the provide garbage dumpsters. 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 and boxes must be placed in the garbage dumpster and may not be left on the garbage enclosure floor. All cardboard boxes must be flattened before disposal. Further, garbage should not be placed in either dumpster above the top of the bin so as to create the risk of it falling from the bin when it is removed from the enclosure for disposal.

Section 2: Policy Enforcement:

Any person noticed dumping any furniture, unwanted junk, empty 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 Policy (Approved April 16, 2013)

Policy Goals:

To articulate the process for approval of new pets to the facility and the responsibilities of pet owners for the conduct and care of their pets while on the common property of the condominium complex.

Section 1: Rationale:

Newport Pointe 2000 is a pet friendly facility. However, having your pet reside at Newport Pointe 2000 is a privilege, not a right, and is subject to Section 58(b) (iii) of the Corporations Bylaws. Pet owners have responsibility to ensure their pets do not create problems for other owners and tenants within the complex.

It has been observed that there have been a number of breaches as to the required approval for pets and proper conduct of the pet and its owner. These include not only breaches of our policy but also breaches of City of Calgary Bylaws for pet management. These policies are intended to define the responsibility of owners and their tenants if their unit is rented.

Section 2: Policies:

1) **Pet Approval:**

All pets must be approved by the Board to be allowed to reside in the complex. The form, located in the Appendices as Appendix 1, and also available from the Property Manager for the complex, is to be completed and approved by the Board prior to the pet being brought into the complex.

2) **Pet Owner compliance to City of Calgary Bylaws:**

All pet owners are expected to comply at all times with City of Calgary Bylaws regarding pet licensing and responsible pet ownership.

3) **Pet Leashing:**

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

4) **Pet Refuse:**

Due to lawn damage all pets are to be taken off Newport Pointe 2000 common property to do their business regardless of weather conditions. Further residents are not allowed to use the common property of any other complex in the Bay for this purpose. Pet refuse must be wrapped properly in plastic and either placed in the dumpster in the Garbage Enclosure, or in the receptacles located on the pathway surrounding the lake. Any owner leaving their pet refuse in any Newport Pointe 2000 common area, inside or outside and including their patio or deck, will have their right to keep a pet within this complex removed by the Board.

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 they are not to be used as bathrooms for their animals.

5) **Pet Noise:**

Any pet is subject to the Noise Policy. Should pets bother other owners/tenants with constant barking or other disturbing noises owners may have their right to keep their pet in the complex terminated.

6) **Unattended Pets:**

Pets are not to be left unattended on patios or balconies when the owner is not home even if leashed. 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.

7) **Large or Aggressive Dog Breeds:**

The Board reserves the right to refuse approval for large and or aggressive dog breeds to reside in the complex.

8) **Insurance:**

Liability coverage is to be included in the owner/tenant insurance coverage to ensure the resident is covered for any damages caused by their pet to property, people or other pets.

9) **Pets of Visitors:**

Should an owner or tenant permit their visitors to bring a pet onto the property temporarily, they shall be responsible to ensure that their owners abide by all related pet policies, except the approval process. Fines, if any, will be assessed against the owner of the unit the party is a guest of.

Section 3: Enforcement of Policy:

Any owner failing to comply with these policies can be fined \$250 plus 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. No warning will be given, and collection will be undertaken if the unit owner does not pay all fines within 60 days of receipt by mail.

Section 4: Rental Units:

Landlords are required to approve any pets to be kept by their tenants by completion of the appropriate section on the Approval request form in Appendix 1.

If the animal's owner is a tenant of a rental or leased unit, the actual unit owner will be held responsible for their actions and payment of any fine levied. It is their responsibility to collect from the tenant.

Section 5: Notes:

All pets resident in the complex as of April 16, 2013 are considered to have been approved. However, if you have not obtained approval in past for the pet we recommend you do so. This will help ensure awareness of their presence in the building should a problem occur which requires evacuation of people and pets from the building.

It is further recommended that a small notice of the animal's presence in the unit be placed on the unit door to help first responders to locate and remove your pet if possible.

4.0 Parking/Roadway Policy (Approved April 16, 2013)

Policy Goals:

The goals of this policy to ensure our roadways are safe places, to ensure emergency vehicles can gain access to our buildings, to ensure temporary visitor parking availability, and to correct those situations where abuse occurs.

Section 1: Rationale:

It is essential for all owners and their tenant's safety that common roadway rules are properly followed. Further, due to the limited number of visitor parking stalls, the single handicapped stall and the single unloading stall, that fair rules are enforced to provide service to as many residents as possible. Abuse of existing policies has been noticed and actions to correct abuse will continue to be taken.

Section 2: Policies:

1) Restricted Parking Areas:

No vehicle at any time may be parked on the roadways, fire lanes, sidewalks, or building entrance way of the Newport Pointe 2000 Condominium Corporation property, nor in the assigned spot of any other unit owner. Vehicles found parked in any of these areas will be reported to the Calgary Bylaw Enforcement Authority for immediate ticketing and towing at the vehicle owners expense and risk.

As the unloading zone is right next to the building entranceway no vehicle is to drive up on the entrance sidewalk. Therefore, any vehicle parked on the 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 deformation of the Building Entranceway.

No vehicle may park at any time in a designated Handicapped parking spot as marked on the pavement with a handicapped parking identifier unless they have a clearly displayed Handicapped Permit in the vehicle. 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. The handicapped stall is also not to be used by any handicapped resident of the Newport Pointe 2000 complex as their permanent parking facility, but can be used for short term temporary unloading.

2) Visitor Parking:

Visitor parking is only for the use of short term temporary visitors to the Newport Pointe 2000 Condominium Corporation property. It is not for use for resident's vehicles or their long term guests. Parking in any visitor parking stall is prohibited unless an authorized Visitor Parking Pass, issued by the Board, and used in accordance with the Visitor Parking Pass conditions (located on the back of the pass) is displayed on the dashboard of said vehicle. Any vehicles without a valid Visitor Parking Pass in visitor parking will be reported to the Calgary Parking Authority for immediate ticketing and possible towing at the vehicle owners expense and risk.

Visitor Parking Passes:

Each unit in the Newport Pointe 2000 Condominium will be issued one laminated Visitor Parking Pass with their unit number on the face of the pass. There will be no charge for the initial pass, however if a resident loses it, and requires replacement of their card there will be a \$25.00 charge for issuance of a new pass. Each unit may have only one pass at any time.

The pass is required to be given to the new owner or tenant when the present unit owner or tenant moves out. Any new owner or tenant requiring a replacement pass due to it being lost will have to pay a \$25.00 fee to receive the new pass.

New passes will be issued annually at no additional cost and the old passes must be destroyed, as they will no longer be considered valid.

The Visitor Parking Pass may only be used by temporary visitors to park in Visitor Parking 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. Residents and their long term guests are to park their vehicles along roadway curbs unless posted as no parking areas. Visitor stalls of other condominiums in the Bay are not to be used.
- the pass may only be used for a total of 24 hours, without prior approval of the Board.
- the pass must be displayed on the vehicle's dashboard with the unit number face up and clearly visible.
- other use of the Visitor Parking Pass will be considered to be abuse and will be subject to the enforcement provisions of this policy.

Visitor Parking Pass Abuse and Enforcement:

Any use of the Visitor Parking Pass not in accordance with the stated policy will be considered to be in violation of the Newport Pointe 2000 Condominium Corporation Parking Policy and subject to the following enforcement actions for abuse:

- any unit whose pass is found to have been used in violation of the Visitor Parking Pass Policy, will receive an initial warning posted on the vehicle and may be fined by the board at a rate of \$50.00 per incident thereafter. 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 Newport Pointe 2000 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 Visitor Parking Pass.

any unit with fines levied under this policy outstanding for more than 60 days will immediately have their Visitor Parking Pass suspended. The Visitor 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 Visitor Parking Policy, the Board may at their discretion revoke any unit's Visitor Parking Pass privileges. The Board at their discretion will determine when such privileges will be restored.

Appeal of Visitor 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 Visitor 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.

Extraordinary Abuse:

Should the Board or its agent in the course of enforcing the Newport Pointe 2000 Condominium Corporation 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 the visitor parking area 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.

the vehicle is banned from visitor parking permanently 7 days a week, 24 hours a day. Should their vehicle be found in visitor parking at any time, it may be ticketed and/or towed.

3) Roadway Safety:

The speed limit on the common roadway and within the parkade is 15 km per hour. Care and attention must also be paid for pedestrian traffic giving the pedestrian the appropriate right of way.

Drivers noticed by the Board travelling at excessive speeds, or endangering pedestrians may have their license number recorded and be reported to the Calgary Police Service.

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 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 Signs Policy (Approved April 16, 2013)

Policy Goals:

To articulate the permitted use of signage and notices posted on the common property of Newport Pointe 2000.

Section 1: Rationale:

Bylaw 58 (b) (xv) prohibits the placement of any signage on common property or within any unit that is visible to the outside without prior approval of the Board. This policy is to provide clarification of acceptable signage and location approved by the Board.

Section 2: Policies:

- 1) Property of the For Sale, For Rent, or any other sign is not permitted on the exterior of any unit, balcony, patio or common area.
For Sale/Rent signs are permitted inside unit windows only.
Any other signs are not permitted anywhere.
Failure to remove any signs upon notification or deadline set by Board will result in a fine of \$250 being issued to the unit owner.
- 2) The bulletin Board in the main lobby may be used to post information of potential interest or benefit to unit owners. Any notice so posted must be removed after 1 week by the poster. No signs on the bulletin Board are permitted to promote services or sale of items by non-residents. The Board reserves the right to immediately remove any items posted which, in their discretion, do not meet this guideline and such items are not to be re-posted.
- 3) The Board is authorized to post items on common property intended to provide notice for all residents on matters requiring their attention.

6.0 Storage Policy (Revised April 16, 2014)

Policy Goals:

To clarify acceptable use of common area patios, balconies and interior and exterior parking spaces for the storage of personal items.

Section 1: Rationale:

Basement storage units were originally sold to some units and others have limited in-unit storage in laundry areas and storage closets. On many occasions residents without sufficient storage have chosen to utilize their patios, balconies and parking stalls for property storage in contravention to Bylaw 58 (b) (xxviii) and 58 (e) (iv) (h). This practice has resulted in untidy appearance of the exterior common property and parkade facilities.

Section 2: Policies:

1) Exterior Parking Stalls:

Storage of any materials or belongings of any sort other than a vehicle is not permitted in the exterior parking stalls.

2) Patios and Balconies:

Storage of patio furniture, barbeques and flower pots are acceptable. These items are to be of sufficient weight to ensure that they do not blow into building siding and other common areas which may cause damage. During vacation absences and the winter months these items should either be covered or stacked against the unit to avoid damage. Flower pots are to be cleaned of dead plants at all times.

Use of acceptable planters or benches with fully enclosed storage built in underneath is permitted, as long as they do not extend beyond concrete patios or above the height of the balcony railings or brick fascia on the main floor patios.

Toys may be left temporarily in these areas, but should be taken into the unit after use. Toys are not to be left unattended at any time on lawn areas as they interfere with maintenance and watering of the lawn areas.

Bicycles may be temporarily left in these areas but must be moved into the unit, the exterior bike rack by the Garbage Enclosure, or stored in the unit's parkade stall, as allowed for below, when not in use.

3) Parkade:

Effective April 16, 2014 the Board has approved the purchase and installation of storage cabinets in interior parking stalls by unit owners. Such cabinets must be only the approved models selected by the Board for use in the parkade. The cabinets are allowed only on the following provisions:

- 1) Installation must only be on the back wall at the end of the stall.
- 2) No items may be stored on top of the cabinet.
- 3) No prohibited items are to be stored in cabinets.
- 4) No cabinets will be permitted where installation would result in the vehicle, when parked in the stall, to extend more than 1 foot past the concrete pillars in the parkade.

Other than the cabinets mentioned above, the only other items which may be stored in a parkade stall are bicycles, small carts used to transport items from the owner's car to their unit and properly wrapped summer or winter tires. However this is only permitted if the end of vehicle which is also parked there does not extend beyond 1 foot from the concrete pillars. No tools, boxes, garbage, automotive fluids or any other personal property is to be stored in the parkade stalls other than inside the approved storage cabinets.

4) Prohibited Items:

The storage of any "combustible, inflammable or offensive goods, provisions or materials" is prohibited within any unit or on common property of the complex under Bylaw 58 (b) (x). The only exception is the storage of a propane tank attached to a barbeque on patios or balconies. It is the responsibility of the unit owner to ensure that these tanks are certified and replaced if beyond their certification date whether owned by the unit owner or a tenant of the unit owner. This is essential as insurance coverage for damages may be at risk should it be proven that the cause was due to an uncertified tank malfunction.

If you have insufficient storage for your personal property appropriate storage should be rented in an external storage facility. Failure to remove any offending items from any of the above areas, within 7 days of notification by the Board, will result in a fine of \$250 being levied against the unit owner regardless of whether it is owner occupied or rented. Additional fines may be levied weekly until the prohibited items are removed.

7.0 Air Conditioner Policy (Approved April 16, 2013)

Policy Goals:

To provide guidance to owners and tenants on the acceptable types and use of air conditioning units within the complex.

Section 1: Rationale:

The Newport Pointe 2000 complex is not equipped with central air conditioning. Unit owners have resorted to purchasing portable units to provide cooling during the summer months. Some rules and recommendations are needed to govern this practice.

Section 2: Policy:

Window mounted Air Conditioner units are not permitted in any unit of the Newport Pointe 2000 Condominium Complex. Portable floor standing units are permitted only. These floor units are not to be hard wired into any electrical receptacle and must only be the plug in variety. The window venting assembly may be temporarily mounted in the unit window or patio door, but must not be affixed to the window or door frame in any way.

As electrical costs to operate these units increase overall building costs and resulting per unit fees, units should not be run continuously and must not be left on during long periods when the resident will be away for work or vacations.

Any unit owner or tenant who fails to remove a prohibited unit within 7 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 unit owner regardless if the unit is owner occupied or rented. Reports of abuse of use of portable units will result in a written warning to the unit owner. Consistent abuse may result in a Board order to cease the use of the unit and a fine consistent with the installation of a prohibited unit.

8.0 Moving In/Out Policy (Approved April 16, 2013)

Policy Goals:

To outline the expected process that owners and their tenants are required to follow when moving into or out of a unit within the Newport Pointe 2000 Condominium complex.

Section 1: Rationale:

Owners and their tenants can cause damage to the complex's common property such as hallway and stairwell flooring, drywall, paint as well as damage to the carpet and walls in the elevator. It also can cause noise, disruption and the restriction of use of the buildings elevator by other unit owners or their tenants during the move process. As a result it is necessary to provide for rules governing such actions.

Section 2: Policies:

1) **Approval for moves:**

All moves must be approved in advance, by application to the Board appointed property manager, in order to provide adequate notice to other residents of the restricted use of the elevator and their understanding that the move may cause disruptions even if the elevator is not required as in main floor moves. A form for this purpose is included as Appendix 2.

A minimum notice of 48 hours is required for this purpose. However, as most moves are planned well in advance by the owner or tenant, notice as to the intent to move in or out of a unit should be provided prior to 48 hours if possible.

Notice is to be given to the Board appointed Property Management Company. Failure to provide notice of a move and provision of the required damage deposit can result in the Board ordering the move to cease until the minimum notice period expires, or a \$500 fine to the unit owner.

2) **Damage Deposit:**

A damage deposit is required by the Corporation to cover both potential damage to common property, as well as loss of an elevator key if used. The deposit required is \$500 and is payable to the Board appointed property manager on application for the move.

The common property areas potentially facing damage will be inspected by a Board member prior to and immediately after the move completion. If no damage is reported to the property manager and the elevator key is returned to them, the deposit will be returned in full. If damage has occurred the deposit will be withheld to cover the repairs and administrative costs. If the deposit is insufficient to affect the required repairs the balance will be assessed to the unit owner.

This deposit is waived for owners of rental units who have paid the required deposit noted under the Rental Unit Policy.

3) **Timing of Moves:**

Moves will only be permitted during the hours of 9:00 AM and 10:00 PM. As most moves can be completed within a three hour period, the defined move periods are between 9:00 AM to 12:00 PM; 1:00 PM to 4:00 PM and 7:00 PM to 10:00PM.

If possible, it is preferred that moves occur during the morning and afternoon, as there is less disruption to other residents and avoids peak elevator use times.

Extension or change of any move time must be approved through the property manager who will seek Board direction. Extension will be denied if it affects another authorized move.

4) **Noise:**

It is impossible to move in or out without some noise. Reasonable noise is accepted. Excessive noise will be dealt with under the provisions of the Noise Policy.

5) **Proper Moving Equipment:**

Furniture and boxes are to be carried or moved with wheeled dollies or lifting straps only. Items are not to be dragged across flooring to avoid damage.

6) **Elevator Use:**

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 the unit owner will be held responsible for all damages that occur.

9.0 Rental Unit Policy (Approved April 16, 2013)

Policy Goals:

The purpose of this policy to provide our owners with guidelines and rules in regard to renting of units they may own within the complex.

Section 1: Rationale:

The Board recognizes that while the Newport Pointe 2000 Condominium complex is primarily occupied by resident owners there are some owners that wish to rent out their units. Bylaw 51 permits the leasing of units to others subject to certain conditions. Tenants with no property interest in the complex tend to be less likely to share owner's interests. Just as it is standard practice for landlords to charge damage deposits to their tenants to protect them from damage to their unit, the Condominium Corporation has the right under Bylaw 52 to impose and collect deposits intended to protect the common areas of the complex from damage by tenants of non-resident owners.

Section 2: Policies:

1) **Undertaking:**

It is the policy of the Board that a signed undertaking must be provided to the Board by the owner as specified by Bylaw 51 without exception. This undertaking must be signed by the

proposed lessee, or tenant stating they will comply with all provisions of the Act, Bylaws of the Newport Pointe 2000 Condominium Corporation, and all polices of the duly elected Board of the Corporation.

If such an undertaking is already included in the landlord's lease or rental agreement a copy of the signed document will suffice. If there is no signed lease or rental agreement an undertaking must still be obtained from the tenant.

All units which have not previously provided a signed undertaking as required by Bylaw 51 will be have until July 1, 2013 to provide same, failure to do so will result in referral to the Board's enforcement process.

2) **Rental Unit Damage Deposit:**

Any owner intending to rent their unit must provide a deposit of \$1000 to the Condominium Board. Any unit already rented must also provide this deposit upon notice by the Board. This is to cover any damages the unit owner's tenants may cause to the common property of the complex. As the deposit will be held as long as the unit is rented, it also negates the need for payment of the deposits noted under the Move In/Out Policy.

This deposit is utilized only to cover damages by tenants. It will not be utilized to cover any legitimate fine imposed on the unit owner due to tenant breach of Bylaws or Policies.

Deposits will be held by the Corporation without payment of interest to the unit owner. They will be returned only on written notice to the Corporation and proof that either the owner is now the occupant, or the unit has been sold and the tenants have moved out and no damage has occurred during this process.

Should the Corporation require payment from the deposit to cover any damages by a tenant; the unit owner will have 30 days, after notice from the property manager, to bring any remaining balance in the deposit account back up to \$1,000.

All rental units which have not previously provided the deposit required will have until July 1, 2013 to provide same, failure to do so will result in a fine of \$1,000 applied to their account. The fine will only be reversed if the unit owner pays the deposit within 30 days. Interest accruing on any fines will not be refunded.

3) **Bylaws and Policies:**

Anyone renting out their unit must ensure that a current copy of the Bylaws and Policies of Newport Pointe 2000 are provided to each tenant, or a copy of the current Bylaws and Policies are maintained at all times in the unit for access by the tenant.

4) **Move In/Out of Tenants:**

All rules of the Move In/Out Policy must be adhered to by the Tenant. No deposits will be required once the \$1,000 Rental Unit Damage Deposit has been paid.

5) **Fines for Tenant Breaches of Bylaws or Policies:**

Any fine levied in relation to breaches of the Corporations Bylaws or Policies by a tenant will be charged to the account of the unit owner. All fees paid by the unit owner thereafter are firstly applied to outstanding fines and secondly to required condominium fees. As a result, non

payment of fines becomes a legal charge against the property in the event of sale. Past due accounts will be charged interest at a rate of 18% per annum.

Section 3: Enforcement of Policy:

Should the Board determine that a unit owner is intentionally circumventing this policy the unit owner will be fined \$1000. The Board also reserves the right to take legal remedies available.

10.0 Frozen Heater Pipe Policy (Approved April 16, 2013)

Policy Goals:

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

Section 1 Rationale:

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 insurance rates of the unit owner and the Corporation, 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 unit windows or patio doors. 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 or untested zone valve operation within the unit.

Section 2 Policy:

Responsibilities:

The Condominium Corporation is responsible to ensure both the integrity of the main heating system from the boilers to the individual unit zone valves and for the repair of faulty patio doors and windows where these faults are not directly attributed to abuse by the unit owner or their tenant.

The unit owner or their tenants are expected to make prudent efforts to protect the heating system from freezing. Every unit owner has the primary responsibility for maintenance of zone valves and pipes within their unit. Unit owners and their tenants are responsible for but not limited to the following items:

- during the heating season, 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 and most especially every time they leave the property.
- owners and tenants are also responsible to report, in a timely fashion, issues in their unit that may allow freezing air to enter the unit so that repairs can be undertaken; for example a window or patio door that is leaking cold air in significant quantities.
- during the heating season owners and tenants are responsible to ensure their suite is checked by someone daily for leaks and cold air ingress if it will be 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 another unit owner or tenant.

checking to ensure zone valves are functioning properly by occasionally adjusting the thermostat until heat in the registers is present. Reporting, to the property manager, any non-functional zone valve which require repair. Costs of such repairs are the responsibility of the unit owner.

if a freezing event occurs, the unit owner and/or their tenants are required by the Bylaws to provide access to their unit. Failure to provide access will result in a locksmith being hired to gain such access.

The unit 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 via e-mail or writing to the property manager and no action was taken to correct it, the owner or tenant will not be held responsible.

Section 3 Chronic Risk:

Should a unit owner or tenant, as determined by the Board, be identified as an ongoing risk to the well being of the Condominium due to leaving their unit'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 unit 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 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. 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 it's 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 unit 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 unit 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 unit owner's account.

if during the work required to repair, remediate, and restore the property after an event occurs should any unit 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 unit owner's account.

Unit owners and tenants are required to carry their own condominium or tenant insurance and request Water Escape endorsements from their insurance agents. While the Board cannot compel unit 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. Unit 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 unit owner or tenant is considered negligent by the Board. The Condominium Corporation may also take legal action to recover these additional costs from the unit 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 Units:

Rental Units can represent an additional risk in a frozen pipe situation. Unit 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 unit whether reported by a tenant or by other means, the property manager will attempt to contact the unit owner via telephone at least two times, and will also inform the unit owner with a written letter mailed via standard postal service. The rental unit 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 unit. 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. Unit 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 unit 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 unit owner.

Unit owners whether it is a rental unit or an owner occupied will need to grant and arrange reasonable access to the unit 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.

11.0 Noise Policy (Approved April 16, 2013)

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 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 other Owners".

The Board considers unacceptable noise to include: loud partying, loud music, playing of musical instruments that can be heard in adjacent units, yelling or screaming 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 unit's owner and it will be their sole responsibility to correct the actions of their tenants.

Unit 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 unit.

First incident:

The owner of the unit 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 unit.

Third incident:

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

Fourth and all subsequent incidents:

A fine of \$1000 will be levied against the owner of the unit. 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 unit 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 unit 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 unit 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 unit 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 or telephone to the property manager, or a Board member and provide as many details as possible including their unit number and the unit 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 making a report via telephone to the property manager or a Board member 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 unit owner in writing of its decision at its earliest convenience.

Section 6: Delinquent Fines for Noise:

Any fines which remain unpaid 90 days after they have been levied against a unit owner shall in the case of a tenant occupied unit result in the initiation of eviction proceedings against the tenant occupying the unit.

If the unit 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 unit 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 unit owner.

12.0 Hard Flooring Policy (Approved April 16, 2013)

Policy Goals:

The purpose of this policy to provide standards for hardwood, laminate or tiled flooring with the goal of ensuring adjacent units are not impacted.

(This policy applies only to installation of hard flooring after April 16, 2013)

Section 1: Rationale:

Bylaw 3 (e) provides that a unit owner must obtain approval from the Board for any repairs additions or alterations which affect "... (*interior and exterior load bearing and partition walls*)... *or to the plumbing, mechanical or electrical systems*..." Hard flooring, while not a direct alteration to these items, does come into contact with structural elements including walls, floors and plumbing.

The primary issue with flooring in condominium units is noise transmission. The best buffer against noise transmission from unit to unit is a standard carpet and foam underlay. However some units were initially provided with hard flooring which was installed by the Developer without the necessary noise reduction elements. Neighbours adjoining and below these units have expressed issues with noise transference from traffic within those units. However, these installations were not controllable by the unit owners and are therefore exempt from this policy, but not from any remedy available under any other policies including the Noise Policy.

The following policy applies only to new hard floor installations after the date of its passage. To ensure the problem with noise transference is mitigated all new installations are to follow the adopted installation methods. Following these methods will reduce the likelihood of noise complaints against the unit owner and the potential for reduced property values due to noise transmission through walls and floors.

Unit owners are responsible for everything they do in our 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 decide to install carpet, but rather install hard flooring and not follow the Board approved guideline, all liability related to that installation is assumed by the unit owner. In addition if a common property failure damages improperly installed hardwood, laminate, or tiled flooring the Corporation will only cover restoration to the level of materials installed in the unit during original construction of the unit.

Section 2: Policy:

All new installation of hard flooring should comply with the guidelines adopted by the Board and available from the Board appointed Property Manager.

As the standard was adopted from industry best practices for multi unit, wood frame construction buildings, by other parties, the Corporation and its Board assume no liability nor makes any guarantees as to use of the standard contained in this document; the unit owner is completely liable for the installation.

While the Board has no means to ensure owner compliance, it reserves the use of all other rights and remedies available under the Bylaws and Policies to remedy issues, damages and complaints resulting from poorly installed hard flooring both before and after the date of passage of this policy.

13.0 Fire Safety Policy (Approved April 16, 2013)

Policy Goals:

The purpose of this policy is to enhance the fire safety within the building to keep residents and property safe from fire hazards.

Section 1: Rationale:

Fire represents a great peril to the life and property of all unit owners, tenants and their guests. It is therefore essential that the Corporation and all owners and their tenants and guests take every reasonable precaution to prevent the potential for a fire within their units and the complex as a whole.

All residents need to ensure they are in full compliance with these Fire Safety Rules. The Board will take action against those unit owners or their tenants and guests 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 2: Policies

1) Fire Alarms:

The complex is equipped with an integrated fire detection and suppression system. The systems are maintained by the Corporation as they represent an essential line of defence to limit the impact of fire. The system is tested at least annually, including equipment housed within the unit. Owners or their tenants are required to ensure that entrance to the unit for such testing as is necessary is provided. Notice of testing will be provided inside the building common areas and/or by mail to unit owners.

Owners, their guests and their tenants are strictly prohibited from tampering with any detection or suppression system within their units or those within the common areas of the complex. **Such actions shall be treated harshly, including whatever legal remedies are available to the Corporation, and any cost of repair related to such actions will be charged directly to the offending unit owner.**

2) **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.

3) **Smoking:**

Smoking is prohibited within all the common areas inside the building including the parkade. Smoking is also prohibited on external common areas including entrance walkways, parkade ramp, in front of or within the garbage shed and the lawn areas. Smoking is permitted on patios and balconies and on the perimeter walkways. However, smokers must extinguish all smoking material and must not permit such materials to litter any common area. Smoking materials must never be disposed of in any common area flower pots. Failure to comply will have fines levied to the unit owner consistent with the section below.

4) **Smoking Material:**

This use of covered ash trays or small covered cans is expected on all patios and balconies to prevent such materials from blowing onto common property. Owners are required to clean up any smoking litter should such litter happen due to ashtrays or cans tipping and littering their or other owner's common property.

A fine of \$500 for the first incidence of intentionally disposing of smoking materials, or not cleaning up unintentional spills, off balconies, patios, or in common garbage receptacles will be levied against unit owner and \$1000 fine for any subsequent incidents. In addition to any fines against the owner, should their tenant be charged with this offence more than once the matter will be referred to the Board for consideration for eviction. If the owner is charged with this offence more than once, the matter will be referred to the Board for consideration of court action including possible eviction.

5) **Flower Pots:**

A ban has been adopted on the use of all peat, and any organic material other than clean black soil in flower pots and boxes on balconies and patios due to the fire hazard. In addition at the end of the summer season all plant material must be cleaned from all flower pots and boxes. Flower pots or boxes may not be placed against the vinyl siding.

6) **Barbeques:**

All barbeques whether they be gas, propane, or electric must be placed so they do not back up against the vinyl siding or lattice panels. 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 or lattice panels as possible.

7) **External Heaters:**

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

8) Flammable Goods:

As per the Storage Policy, these goods are prohibited from storage with any unit or common area.

14.0 Electric Vehicles (Approved April 16, 2013)

Policy Goals:

To outline a policy regarding the charging of electric vehicles.

Section 1: Rationale:

The use of electric/hybrid electric vehicles is becoming more commonplace. While we certainly can support the use of such vehicles, their charging represents unique challenges within our complex. Our complex does not have the electrical infrastructure or the metering equipment to support electric vehicles. While exterior stalls are equipped with individual plug-ins, stalls in the parkade do not and there are limited electrical outlets accessible which would necessitate use of long extension cords. Secondly, as utility costs are shared by all within their condo fees, allowing the charging of such vehicles is the equivalent of expecting all unit owners to share in the cost of an electric car owner's fuel.

Section 2 Policy:

The charging of electric vehicles will not be permitted in the Newport Pointe 2000 complex. Should any unit owner or their tenant do so, the unit owner will be billed a monthly electrical surcharge of \$200 added to their condo fees until the practice ceases.

Appendices:
Newport Pointe 2000 Policies

Pet Approval Request

Newport Pointe 2000 Condominium Plan 0410316

16 Country Village Bay NE, Calgary, Alberta T3K 5Y9

Date: _____

I/We, _____ resident(s) of unit # _____, of 16 Country Village Bay NE, Calgary, Alberta request permission to keep the following pet on site:

Type of pet: _____

Breed: _____ Male _____ Female _____

Name: _____ Colour: _____

Insurer: _____ Policy Number: _____

I/We agree to the following terms and conditions:

1. I/We agree to comply with all federal, provincial and municipal laws, by-laws, rules and regulations relating to animals, the keeping of domestic pet and health and sanitary matters.
2. I/We have read, understand and shall comply with the Bylaws and Policies of Newport Pointe 2000 Condominium as they pertain to pet residence.
3. I/We understand that the Board of Newport Pointe 2000 Condominium is under no obligation to approve this request and even if approved has the right to suspend such approval and require that my pet be removed from the complex should I not comply as noted in 1 and 2 above.
4. I/We assume all responsibility for, replacement or repair of any common property damaged by my/our pet.

I/We have fully read the above terms and conditions and agree to assume all responsibility under this Agreement. Assessment of damage, repairs and cleaning is at the sole discretion of the Board of Directors.

Owner(s) Date

Unit Owner Approval (if applicant is not the Unit Owner) Date

