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# **UNIVERSITY CITY TOWER 3**

# **OWNERS GUIDE**

***10 Brentwood Common  
Calgary, Alberta***

***Condominium Corporation No. 1512881***

The Owners Guide is not a substitute for the Bylaws of the Corporation; rather it has been designed to highlight and support requirements of the Bylaws.

## **CONDOMINIUM TERMINOLOGY**

**Annual Budget:** Although not legislated, development of an annual budget is an important duty of a Condominium Board. It is the basis upon which contributions are levied and funds collected for the control, maintenance, and repair of the common property and the administration of the Condominium Corporation.

**Annual General Meetings (AGM):** Once per year, within fifteen months of the last, a Condominium Board is required to convene an Annual General Meeting of the Owners. At the meeting, the retiring Board provides Owners with operational and financial reports for the year past. Owners then elect a new Board, agree upon any outstanding old business, and discuss new business, including appointment of auditors (if required).

**Board of Managers (Directors):** In Alberta, a Corporation's executive is called a Board of Managers (with proposed revisions, Directors). The Act's initial Appendix 1 Bylaws, although replaceable, stipulate a Board of no fewer than three (unless there are no more than two Owners) and not more than seven individuals.

**Caveat:** If Unit Owners do not pay regular Condominium fees and/or special assessments, the Condominium Corporation can file a caveat against the title of the Unit. The charge gives the same foreclosure enforcement rights as a mortgage.

**Common Property:** Every part of a registered Condominium plan that is not a Unit is common property. The common property of a Condominium Corporation supports and services the individual Units and its Ownership is proportionately distributed amongst the Unit Owners in accordance with their Unit factors.

**Condominium Corporation:** When a plan is registered with a land titles office, an administrative body is automatically created. Membership of the Condominium Corporation is made up of the Owners of the individual Units. The Corporation functions to ensure effective management of the property, in the best interest of all Owners.

**Condominium Fees:** Condominium Owners contribute to a fund for payment of common property costs via assessments (whether normal operatives, reserve, or special) which are levied against their Unit(s). Contributions are the property term, but Condominium fee has acquired colloquial, although incorrect currency.

**Condominium Plan:** Every Condominium Corporation has a plan, registered at a land titles office, that provides unambiguous definition of the perimeter of the master lot, the locations of the buildings, Unit boundaries, and the Unit factor distribution. The document replaces the original single title with Unit titles.

**Condominium Property Act:** This is the name of the Alberta Statute that defines, directs, and regulates Condominium Ownership. Each province has jurisdiction over land titles and each jurisdiction has its own Condominium legislation. Fundamental concepts are essentially identical. However, from one province to the next, administrative technicalities may vary significantly.

**Condominium Unit:** Units are those parts of a Condominium master lot, which are designated for the private, exclusive use of individual Owners. Whether columns or structure defined compartments of air, these volumetric spaces are defined by boundaries shown on the Condominium plan.

**Disclosure Documents:** A purchaser of a new or freshly converted Condominium is entitled to an extensive package of documents that includes estimates of operating costs. A purchaser is entitled to ten days (rescission period) to review and accept these documents. In the case of the Condominium's resale, local real estate Boards belonging to the Alberta Real Estate Association have similar guidelines.

**Estoppel Certificate:** A certificate issued by a Condominium Corporation stating whether a particular Unit's Condominium fees are paid up to a specific date. A clear Estoppel certificate is important for a new Owner to have because it forestalls any claim of unpaid fees by the Condominium Corporation.

**Exclusive Use:** Although forming part of the common property, patios, balconies, parking, storage, and other spaces are usually designated as exclusive use areas for residents of a particular Unit only. Most Bylaws provide the Board with authority to manage such assignment, as it deems appropriate. A presumed or represented tenure, whether permanent or long term, should be verified and documented.

**Officers:** From its members, the Board elects a President, Vice President, Secretary, and a Treasurer. The President chairs meetings and often has a casting vote. The Vice President performs the President's duties in his or her absence. The Secretary ensures minutes of proceedings are kept and the Treasurer ensures financial records are maintained.

**Proxy:** Written authorization given by a Unit Owner to another individual so that they may act on behalf of the Owner and exercise the Unit's voting share at a general meeting.

**Reserve Fund:** A fund of money set aside to provide for the repair and replacement of major components of the common property. The Reserve Fund is usually held in secure, fairly liquid investments. It is not intended to be used to cover regular or annually recurring maintenance.

**Special Assessment:** If a major repair or replacement is urgently required and the Reserve Fund cannot cover the expense, the Condominium Board can impose a special assessment on Unit Owners to collect the necessary funds.

**Tenancy in Common:** Condominium Unit Owners collectively co-own the common property as tenants in common. The arrangement is a long-established business-like system for administering undivided interests. In the absence of a written Co-Ownership Agreement, common law provides for the accounting, allocation, and collection of operating expenses and for reimbursement of expenditures that result in capital enhancement. With Condominiums, the plan and the laws, and the declaration in provinces, which use this alternative document, are considered a contract between individual Unit Owners and the Condominium Corporation.

**Unit Factor:** Unit Factor is the term used in the Alberta *Condominium Property Act* to define each Unit Owner's tenancy of common share in the common property. Unlike other jurisdictions, where a separate factor regulates distribution of operating costs, the Unit factor determines the proportionate contribution obligation (Condominium fees). Proposed amendments to the Condominium Property Act will permit reasonable and equitable adjustments, if authorized by a special (75%) majority.

## **CONDOMINIUM CORPORATION**

University City Tower 3 is a Condominium Corporation consisting of one hundred and thirty-two (132) residential Units. The Condominium Corporation Number, as registered at land titles, is 1512881. The civic address of the building is 10 Brentwood Common NW.

## **MANAGEMENT COMPANY**

### **Equium Group**

Suite 850, 639 5<sup>th</sup> Avenue SW  
Calgary, AB T2P 0M9

Phone: 403-265-4431

Fax: 403-240-0118

## **SITE MANAGER**

**Hussein Virani, BA**

Management Analyst

Phone: 403-830-7835

Email: [hvirani@equium.ca](mailto:hvirani@equium.ca)

General Enquiries:

Main Line: 403-265-4431

Email: [contact@equium.ca](mailto:contact@equium.ca)

Regular Hours are as follows:

Monday to Friday: 8:00am to 4:00pm

Saturdays, Sundays, and Holidays: Closed

After hours emergency dispatch is available outside of business hours by calling the office line at 403-265-4431 whereby your call will be answered by a live answering service.

Emergency calls (i.e., fire, flood, loss of essential services, security issues, and water leaks) will be dispatched to the appropriate contractor for immediate action. Please do not use the after-hours service if you are locked out of your Unit or want to book facilities.

If you are witnessing a criminal offence and / or are concerned for your safety, please contact the City of Calgary Police.

## **CORPORATION WEBSITE**

The Board established a website for the Condominium Corporation as an information tool. The website includes updated information as it becomes available, documentation pertaining to the Corporation, and a feedback link. The web address for this site is:

**UNIVERSITYCITY-ONLINE.COM**

Content on the website includes:

- Visitor Parking Registration
- Manuals for Appliances
- Fan Coil Information
- Informational Videos for Thermostats and Lint Trap Cleaning

## **IMPORTANT FORMS & DOCUMENTS**

Forms which may be required by Owners are available on the Corporation website. These forms include:

- Pet Policy & Application
- Pre-Authorized Debit form
- Resident Information Form
- Tenant Information Form
- Renovation Application Form

## **BOARD OF DIRECTORS**

The Board of Directors is elected at each Annual General Meeting. Please refer to the most recent Annual General Meeting Minutes for verification of current Board members.

If you would like to send correspondence to the Board of Directors please contact the Management Company.

## **EMERGENCIES**

### ***In the Event of a Fire***

1. Call the Fire Department or dial 911.
2. Immediately evacuate the building and leave the doorways clear for the Fire Department.
3. Notify the Fire Department of any objects or people obstructing the evacuation or of any people requiring assistance.
4. Remain outside until instructed by the Fire Department that it is safe to return to the building.

*Note: Mats left outside Unit doors are considered a tripping and fire hazard; they must be kept inside your Unit.*

### ***If You Find a Suspicious Object***

1. Do not touch or move the object.
2. Notify the Police immediately by calling 911.
3. Explain the situation and identify the location of the object.
4. Until the Police arrive, instruct others to stay away from the area.

### ***If Medical Assistance is Required***

1. Call 911.
2. Explain the situation and identify the location of the patient.
3. If possible, send someone to direct emergency personnel to the patient.

## **INSURANCE**

Clause 3(xxiv) of the Bylaws of the Corporation states:

*An Owner shall place and maintain insurance on improvements to his Unit and the contents of his Unit.*

The Corporation's insurance policy does not provide coverage for improvements to a Unit or any personal belongings within the Unit (e.g., furniture, etc.) that are damaged by a loss. Should a loss result in an owner having to temporarily relocate, the Corporation's insurance policy does not provide relocation coverage.

Additionally, if owner negligence (whether intentional or unintentional) causes damage to a Unit and/or common property, the Corporation may seek compensation from the applicable Unit owner. The Corporation may choose to seek compensation for all associated costs or recovery of the Corporation's insurance deductible, should the loss result in a claim being filed by the Corporation.

**It is extremely important that each owner retains their own insurance policy for improvements within the Unit, personal belongings, relocation coverage, and liability.**

**If you rent your Unit, we also recommend that your tenants carry an insurance policy for their personal belongings, relocation coverage, and liability.**

**If you do not currently have your own insurance policy in place for these items, we recommend that you contact your insurance provider as soon as possible to enquire about coverage.**

## **IN-UNIT RENOVATIONS**

Prior to undertaking renovations or alterations in a Unit, a Renovation Application Form must be submitted and approval confirmed. This is in accordance with Clause 3(u)(v to viii) of the Bylaws of the Corporation. This Clause should be referenced in full by an Owner when planning renovation work.

The Renovation Application Form is available from the office of the Management Company and on the Corporation website.

## **FIRE SAFETY SYSTEMS**

In accordance with fire safety regulations, each Unit must be equipped with a smoke detector.

An annual inspection of all fire safety devices, including in-Unit smoke detectors, is required each year for safety and insurance purposes.

Annual inspection of the in-Unit smoke detectors is undertaken by the Corporation as the smoke detectors are hard wired. To complete this inspection, residents are provided with adequate notice and, pursuant to Clause 3(a)(i) of the Bylaws of the Corporation, entry by the Corporation is mandatory.

## **SERVING NOTICES**

Corporation notices must be served to the Owner's address which is registered on title. Any Owner who previously lived in their Unit but now rents their Unit must notify the Management Company in writing of the change in address. The Owner should also register the change of address at land titles.

The Corporation is not responsible to monitor the movement of Owners; it is the Owner's responsibility to notify the Corporation via the Management Company when a change of address occurs.

## **CONDOMINIUM FEES**

The fiscal year for the Corporation is December 1 to November 30. Condominium fees are calculated in accordance with the projected annual operating budget.

In the event a new operating budget is approved and adopted by the Board, each Owner will receive a copy of the new budget and notice of their increased monthly fee.

The monthly Condominium fee for each Unit is calculated by taking the total projected budget and dividing the number by 10,000 Unit factors, multiplying this amount by the Unit factors for each Unit (parking included) and lastly dividing the amount by twelve months. All residential Units and parking stalls are individually titled at University City; therefore, the Unit factors for both are accounted for and fees are calculated for each.

Payment of your Condominium fees should be made by pre-authorized debit or by providing post-dated cheques.



If you wish to set up pre-authorized debit for your Condominium fees, you should provide a completed copy of the "Payor's Pre-Authorized Debit (PAD) Agreement" and a void cheque. If you do not have a copy of this form and wish to obtain one please send this request to the Management Company.

If your pre-authorized debit is returned NSF, an additional \$50 penalty charge will be applied to your Unit. Further, debit of the outstanding fees cannot be reattempted without written authorization from the Owner. Any outstanding amount as a result of an NSF payment will remain in arrears until the Management Company is notified in writing to re-attempt payment or alternative arrangements are made.

If your pre-authorized debit is returned NSF on the second attempt, it will be cancelled permanently and you will be required to make alternative arrangements for payment. Please note that you will not receive notice of this cancellation.

**It is an Owner's responsibility to reconcile their own banking to ensure clearance of their monthly Condominium fee.**

## **ARREARS**

Pursuant to the Section 39 of the *Condominium Property Act* (Alberta) and the Bylaws of the Corporation, your Condominium fee contributions must be paid in full and kept current for each month.

Unpaid Condominium fees along with any unpaid special assessments or fines will be collected in accordance with provisions made in the *Condominium Property Act* (Alberta) and the Bylaws of the Corporation.

The Board Adopted Policy for Arrears is as follows:

- If a Unit is 30 days in arrears, one written notice will be sent to the Owner.
- If a Unit remains in arrears following written notice, the Unit is subject to an immediate Caveat (registered at land titles against the Unit) and a fine of \$1,100.
- If a Unit remains in arrears at 90 days, the file will be turned over to legal counsel for collection. All legal costs associated with collection, in addition to the arrears, are the responsibility of the Owner.

It is the responsibility of each individual Owner to ensure that payment of your Condominium fee clears your account, regardless of payment type. Written arrears notifications are sent at the discretion and courtesy of the Management Company; the Management Company is not responsible to send timed notifications for arrears.

## **MAILBOXES**

The mailboxes are located within the lobby off the main entrance.

When you purchased your Unit, you should have received a mailbox key from the developer or the previous Owner. If you lose your mail key, you must retain the services of a locksmith as these keys are considered an Owner's responsibility.

For security purposes, the Condominium Corporation and the Management Company do not have a copy of your mailbox key.

Please note that uncollected newspapers left on the lobby floor will be picked up by the cleaners and put in recycling. Please ensure your paper is collected daily.

## **KEYS**

The building does have a master key system and the Management Company does not have individual Unit keys. In the event that you lose the key for your Unit, you must retain the services of a locksmith as it is considered an Owner's responsibility.

If you need to obtain a new key fob, Medeco key and/or garage door opener, you must contact the Site Manager during office hours and complete a key / fob request form. The Site Manager will facilitate the order request during office hours. The cost of a small fob is \$50 and the cost of the large garage fob is \$100. For clarity, the garage fob opens all doors and the small fob only opens the main doors.

Important: Only Owners are permitted to purchase key fobs, Medeco keys, and garage door openers. Owners who rent their Unit must collect these items for their tenant.

## **RENTAL UNITS**

Pursuant to Section 53 of the *Condominium Property Act (Alberta)*, an Owner renting their Unit must adhere to the following requirements:

- A signed and complete Tenant Undertaking Agreement must be provided to the Management Company.
- Please review Clause 55 of the Corporation's Bylaws in regards to rental units.

IMPORTANT: Under Sections 54, 55, and 56 of the *Condominium Property Act (Alberta)*, the Corporation has provision to serve a tenant with notice to give up possession of a Unit where such tenant causes damage to the property of the Corporation, is in contravention of the Corporation's Bylaws, or is a danger or intimidation to other residents.

Owners are encouraged to take careful consideration in selecting their tenants in order to reduce liability for their tenant's behavior and actions.

If you have decided to rent your Unit and require a copy of the Resident Information Record, a copy is available on the Corporation website or from the Management Company.

## **NOISE DISTURBANCES**

If you have a concern with regards to excessive loud music or parties which contravene the City of Calgary Noise Bylaws or suspect the use of an illegal substance on the premises, please contact the City of Calgary Police. For non-emergency complaints, the Calgary Police can be reached at 403-266-1234. If the nature of your complaint is an emergency, dial 911.

Such incidents should be reported in writing to the Management Company the following business day so that the offending Unit can be put on notice and a record of the incident can be kept on file.

If you wish to issue a complaint against another Unit for a disturbance that does not require police attendance (e.g., barking dog), you must provide the complaint in writing to the Management Company. Prior to this, please qualify the exact source of the noise; the noise may or may not be coming from the Unit you initially believe it to be from as noise can travel across and down hallways and between floors.

If you are comfortable in approaching the resident of the applicable Unit in a polite manner to discuss the noise disturbance to see if it can be resolved you can do so. If you are not comfortable approaching the resident, please ensure the written complaint provided to the Management Company includes the date(s) and time(s) in which the disturbance occurred as well as any other relevant information.

The offending Unit will be provided with a written warning. Following this, a fine will be levied against the Unit should the disturbance continue. However, should the offending Unit dispute negligence, you will be required to have a neighbor or Board member witness the disturbance.

Please note that pursuant to Clause 51 of the Bylaws of the Corporation, a sanction can be imposed on an Owner or Occupant who fails to comply with the Corporation's Bylaws. Where a monetary sanction is imposed for the first time in two or more years, the sanction imposed shall be between \$200 (\$500 for Corporations) and \$10,000.

If Police attendance is required at a Unit, a fine in the amount of \$1,000 shall be levied against the Unit. There is zero tolerance for a noise disturbance that is in such excess it requires Police attendance. Where Police are called, the incident should be reported in writing to the Site Manager with the corresponding Police file number provided.

**Please be considerate and respectful of others when going about daily household chores or engaging in activities that could cause excessive noise (e.g., watching TV, playing music, etc.). It is important to remember that your neighbour is only a wall away.**

## **BYLAW INFRACTION WARNINGS & FINES**

### ***Warnings***

As the Owners Guide serves as a written warning of use and occupancy restrictions of the Corporation, depending on the severity of the infraction, the Board may opt not to provide notice to the individual Unit and a sanction may be immediately applied.

## **Fines**

Clause 55(c) of the Bylaws of the Corporation states:

*The Corporation may impose monetary sanctions as it sees fit, provided that:*

*(i) Where monetary sanctions are imposed upon an Owner or Occupant for the first time in 2 or more years, the sanction imposed shall be between \$200 (\$500 for the Corporations) and \$1000.*

The Condo Board, by its Property Manager, will consider factors in assessing a fine:

- The importance of compliance with the governing provision;
- The degree of willfulness or negligence in the infraction;
- Whether there was any mitigation relating to the infraction;
- Whether steps have been taken to prevent reoccurrence of the infraction;
- Whether the person who receives the notice of infraction has a history of Bylaw and / or Rule / Policy non-compliance; and
- Any other factors that, in the opinion of the Board, are relevant.

When a fine is issued, an invoice outlining the fine is mailed to the Owner and the fine is posted directly against the Unit. If a Penalty is not paid within 14 days after the date that it becomes due and payable, the Board has the right to enforce payment of the amount in default in accordance with the Bylaws.

Owners who wish to appeal a fine and/or Caveat must do so in writing. The appeal should be made to the attention of the Board and sent via the "Contact" link on the University City website. A request for attendance at the next Board meeting to appeal the sanction in person can also be requested in writing for Board response.

Provision for monetary sanctions is highlighted in the Bylaws of the Corporation which each purchaser should have received and reviewed before they purchased the Unit. However, it is the view of the Board and Management Company that residents abiding within the guidelines of the Bylaws of the Corporation and the Owners Guide should not worry about acquiring fines.

## **ELEVATOR BOOKINGS**

In Accordance with Clause 3(a)(xvii), if the elevator is required for a move in/out, an elevator key is necessary to ensure the elevator is properly locked off.

**Please see Appendix I for the Board-approved policy regarding Elevator Bookings.**

## **BALCONIES / PATIOS**

In accordance with Appendix A, Clause 21 of the Bylaws of the Corporation, an Owner or Occupant shall not store or keep any personal belongings, equipment, or bicycles on their balcony or patio. The exceptions are electric barbeques, patio furniture, flower pots and accessories thereto.

Failure to remove personal belongings, equipment, and / or bicycles from a balcony / patio upon written request is subject to a sanction.

Using balconies or patios to section off pets is also prohibited.

## **VISITOR PARKING**

The intent behind the provision of a visitor parking area is to provide parking for guests of residents at University City Tower 3. Guests do not include full-time or part-time residents.

For the purpose of this document, a full-time resident is defined as any person(s) who declares the building as their primary, permanent residence or uses University City Tower 3 as a mailing address.

For the purpose of this document, a visitor resident is defined as any person(s) who uses visitor parking on more than three (3) occasions (for evening or overnight parking) in one week.

On behalf of the collective Ownership at University City Tower 3, the Board has established the following rules and regulations to ensure that all residents have fair and equal access to visitor parking.

### ***Rules & Regulations***

1. Full-time and / or part-time residents (as defined above) are prohibited from parking in the visitor parking lot at any time.

Monitoring and enforcement of the Visitor Parking Policy will be carried out 24/7 in the following manner:

- Any vehicle found in visitor parking that is suspected, for any reason, of belonging to a full-time or part-time resident, shall be issued a ticket with no warning.
  - If it is concluded that the vehicle does, in fact, belong to a full-time or part-time resident, the infraction will result in a \$750 fine. Any subsequent infractions will result in a \$750 fine and the vehicle being towed.
  - Warnings and fines will indicate the reason(s) for said violation(s) as well as any punitive measures that accompany each respective infraction.
  - Once a vehicle is suspected, for any reason, of belonging to a full-time or part-time resident, the onus of proving otherwise falls on the Owner of said vehicle or the Owner of the applicable Unit.
2. Guests must “register” their vehicle 24/7, by going onto the University City website at **universitycity-online.com**. With this registration, guests must include the following

information: license plate, make of the vehicle, and the Unit number of the resident they are visiting.

Failure to register visitor vehicles in the visitor parking area may result in the vehicle being ticketed and / or towed off-site at the expense of the vehicle Owner.

3. Guests may park as often as they like during the hours of 8:00am to 5:00pm, as long as the vehicle is registered.
4. Guests parking between the hours of 5:00pm and 8:00am may not utilize visitor parking on more than three (3) occasions in a one-week period as long as the vehicle is registered. There is a maximum visitor parking frequency of not more than 15 days per month per Unit.

Guests found to have parked on more than three (3) occasions in a seven (7) day period or have exceeded the maximum of 15 days per month may be ticketed or towed.

Violators will be subject to ticketing and / or towed off-site at the expense of the vehicle Owner. If the applicable Unit can be verified, the Unit Owner is also subject to a fine.

5. If guests should need to stay longer than three (3) overnights within a seven (7) day period, Board approval is required. Requests for an extended stay visitor parking pass are to be made to the Management Company. Subject to approval, this pass will be provided by return email to be placed on the dash of the vehicle so that it is visible at all times.
6. Residents found to be in violation of this policy may also be subject to the permanent removal of visitor parking privileges and a monetary fine may be levied.
7. In accordance with the Bylaws of the Corporation, the Corporation shall have the right to remove any vehicle parked in an unauthorized place or manner at the expense of the Owner.

## **RESIDENT PARKING**

All parking stalls carry individual title for Owners who purchased a parking stall.

### ***Vehicles***

Pursuant to Appendix A, Clause 29, of the Bylaws of the Corporation, vehicles are not permitted to be on the property unless they are properly licensed, insured, and used on a day-to-day basis.

If you notice that your vehicle is leaking oil, please make arrangements to have repairs made. In the interim, please place a piece of cardboard in your stall to prevent damage to the parkade surface.

Any vehicle found leaking gasoline will be immediately removed from the premises, with associated costs levied against the applicable Unit.

### ***Storage in Parking Stalls***

Storage of items in parking stalls is strictly prohibited. The only storage of motorcycles is permitted in the front of a parking stall so long as the rear of any vehicle does not protrude past the rear boundary

of the parking stall, as defined by the parking stall lines, and intrude on common property roadways or the ability for other Residents to ingress and egress from their stalls.

Items cannot be stored outside of or on top of the storage locker; they must be placed directly inside the storage locker. Additionally, the contents of the storage locker must be visible to ensure no hazardous or combustible materials are in the locker. Clear, plastic coverings inside the storage locker are acceptable however coverings which hide the contents are not permitted. Colored tarps may be used, provided the fire department can still see in the locker.

## **FAN COILS / ZONE VALVES**

Pursuant to Clause 4(b)(iii) of the Corporation's Bylaws, fan coils and zone valves maintenance and repairs are the responsibility of the Unit owner. Repair and maintenance of the zone valves and fan coils within a Unit is the responsibility of the Unit Owner; the pump is not maintained by the Corporation.

It is recommended that the filter on the heat pump be changed every three (3) months. As a convenience to the Owners, the Corporation retains a supply of filters that are available for purchase from the Site Manager at a cost of \$10 each. If filters are not changed on a regular basis, it will potentially impede on the function of the heat pump and subsequently could result in required repairs.

The Developer Corporation provided a one-year warranty for fan coils (filter changes). If an Owner has experienced problems with zone valves and they were not addressed by warranty, this will be the Owner's expense to assume.

Damage caused by non-maintained fan coils (filter changes) are the sole cost of the owner for repair and any other units damaged by that incident.

## **WASTE REMOVAL & RECYCLING**

The main waste removal area, which includes recycling facilities, is located on main floor through the lobby to the door to the back of the hallway.

Please note the following guidelines:

- All garbage must be bagged, with bags tightly fastened.
- Organics will be available.
- Cardboard boxes should be broken down and placed in the bin designated for cardboard.
- Recycling is available in the waste removal area. All recyclable items can be placed in any of the containers provided; no sorting is required. Please refer to signage to confirm which items are recyclable.
- Please do not leave unwanted furniture and other large items in or near this area.
- The garbage rooms are video monitored and fobbed. In the event that recyclables or garbage are not being placed in the bin or disposed of correctly, or if furniture / other large items are dumped, all cleanup costs will be charged back to the fob owner.

Owners are responsible to take unwanted furniture and other large items to the local dump grounds at their own expense. Disposal of renovation materials should also be taken directly to the local dump grounds at the expense of the Owner. Owners found in violation of leaving unwanted furniture and other large items and/or renovation material will be charged for the removal costs and a fine levied against their Unit.

In accordance with Appendix 1, Clause 11 of the Bylaws of the Corporation, **please do not leave your garbage outside of your Unit, including on balconies, patios, and in the hallways, other than in the designated collection receptacles provided by the Corporation.** Occupants in contravention of this Clause are subject to a \$250 fine per occurrence.

## **BICYCLE STORAGE**

A bicycle storage area is available in the parkade on a first come first served basis. Bicycles stored in this area are left at the Owner's risk; the Corporation assumes no responsibility or liability for stolen personal property that is stored on common property.

Bicycles should not be stored anywhere other than in the bicycle storage cage, in a storage locker, or directly in a Unit.

## **SATELLITE DISHES**

Pursuant to Appendix 1, Clause 7 of the Bylaws of the Corporation, satellite dishes or similar structures require Board approval.

Please note: The Board is opposed to the installation of satellite dishes due to the potential damage they can cause, for warranty purposes, and to maintain the aesthetics of the building. If a satellite dish is installed on common property, it will be removed with associated costs levied against the applicable Unit.

## **SIGNAGE**

Pursuant to Appendix 1, Clause 12 of the Bylaws of the Corporation, signs, notices, advertising matter, or displays of any kind are not permitted on common property or in or about any Unit which may make the same visible from the exterior of the Unit, without Board approval. This includes 'For Sale' signs, 'For Rent' signs, election signs, drawings, pictures, tin foil, or plastic bag window coverings.

The Board is presently opposed to these items on or visible from common property in order to maintain the aesthetics of the building and prevent damage resulting from installation.

## **REALTOR LOCKBOXES**



If you are selling your Unit, please ensure your realtor is notified that lockboxes are not permitted anywhere on common property; a CREB lobby box will be used. Lockboxes found in any other location will be removed with bolt cutters, destroyed, and the Calgary Real Estate Board will be notified.

## **INTERCOM PROGRAMMING**

The intercom access panel can be programmed with a home telephone or cell phone number. When visitors use the intercom to access your Unit, press "6" on your phone to release the door.

If you require an intercom change, inclusive of the name on the directory and the phone number programmed, please send this request in writing to the SiteManager. Note that email authorization to the Site Manager from the legal Unit Owner or their designated representative (i.e., property manager) is needed to permit the tenant to set up / change the intercom directory.

Note: We have encountered problems with programming digital phones available from Internet and Cable providers.

## **CHRISTMAS TREES & DECORATIONS**

With regards to Christmas trees, we strongly recommend that you do not setup a live tree as they can be a fire hazard. Should there be a fire, you will be solely liable for the costs of all damages.

If you do opt to purchase a live tree, please follow these guidelines:

- Purchase a freely cut tree;
- Keep the base in fresh water at all times;
- Turn off tree lights when not at home; and
- Remove the tree within 14 days.

Live trees can also be messy and difficult to dispose of. If tree needles and decorations are found in the common property areas, a clean up fee will be levied against the responsible Unit.

## **AUXILIARY ROOM**

There is an Auxiliary Room on-site for residents to use. It is located beside the Fitness Centre.

The Auxiliary Room is equipped with a table and chairs. Owners who have booked this room are responsible to ensure their guests do not roam the hallways, cause excessive noise, or smoke in the common areas.

The following policy is in place for booking and use of the Auxiliary Room:

### ***Booking***

To check the availability of the Auxiliary Room and complete a booking, please contact the Site Manager. There is a \$250 deposit required.

Bookings are only accepted within a maximum of six (6) months in advance.

Tenants are eligible to book the Auxiliary Room however the Owner should complete the booking on behalf of their tenant as the Owner will be responsible to submit the deposit and the Unit will be held liable for any negligence displayed by the tenant and their guests.

### ***Fees / Damage Deposit***

There are no fees associated with booking the Auxiliary Room however University City Tower 3 has the right to charge back the cost of any damages or cleaning costs related to a Unit's use of the room.

### ***Alcohol in the Auxiliary Room***

Alcohol is strictly prohibited.

Alcohol must be confined to the Owner's unit only; any Owner/Tenant whose guests are caught with alcohol in the hallways will have their booking privileges revoked immediately and the applicable Unit will be subject to a fine.

### ***Cleaning***

The Auxiliary Room must be cleaned after each use; this includes furniture returned to its original placement.

If the Auxiliary Room is left untidy and not returned to the state of presence when it was obtained, the cost of cleaning will be charged to the applicable Unit at a rate of \$50 per hour. Photos of the Auxiliary Room will be taken by the Site Manager to support any cleaning or damage claims.

If an Owner books the Auxiliary Room and finds the previous booking has left it a mess, photos should be taken and submitted to the Site Manager for follow up.

When the Auxiliary Room is left in a mess, the Board will levy a fine on the Unit responsible and cleaning fees will be collected. The Board also has the right to refuse bookings based on improper use.

### ***Washroom – Main Floor***

A washroom is located outside the Fitness Centre by the Auxiliary Room.

## **FITNESS CENTRE**

The Fitness Centre hours of operation are 24/7. The Fitness Centre door is accessible with a fob.

This area is strictly for the use of residents and their guests. Residents are permitted a maximum of one guest and must accompany their guest at all times. Appropriate footwear is required; residents or guests wearing street shoes in the Fitness Centre will be asked to leave and are at risk of losing Fitness Centre privileges.

Pets are strictly prohibited from the Fitness Centre.

Please respect the equipment within the Fitness Centre. To ensure continued use and enjoyment for all residents, please wipe down after use. The Corporation does not assume liability for any personal injury with respect to the use of this room or the equipment.

Children and youth under the age of 17 must be accompanied by an adult at all times. It is recommended that they refrain from using fitness equipment that could be a danger to their safety.

Washrooms are available, located next to the Auxiliary Room.

## **OPERATING A BUSINESS FROM YOUR HOME**

Owners are prohibited from using their Unit for business purposes. This is in accordance with the Corporation's Bylaws (Appendix 1, Clause 26), which states:

*An Owner shall not use his Unit or any part thereof or any portion of the Common Property for any commercial, professional or other business purposes including auction sales, garage sales and other sales or for any purpose which may be illegal or which is in the opinion of the Board injurious to the reputation of the Corporation or the Project or for a purpose involving the attendance of the public at such Unit or the Common Property.*

## **PETS**

Appendix A, Clause 3(c)(i to vii) of the Bylaws of the Corporation states:

*(c) Each Owner shall be bound by and comply with the following provisions respecting pets within the Building:*

*(i) Only one dog or cat is allowed per Residential Condominium Unit and, at maturity, such pet will not stand more than eighteen inches, as measured from the shoulder to the ground nor weigh more than twenty pounds. No reptiles, amphibians, birds, exotic or designer pets shall be allowed.*

*(ii) An Owner shall not keep any pets of any kind in any Unit after notice from the Board, who, in their opinion, have determined the animal is creating a nuisance.*

*(iii) No visitor's pets will be permitted within the Building.*

*(iv) No Owner shall feed pigeons, gulls or other birds or animals from their Unit or anywhere within the Common Property.*

*(v) Every Owner or Occupant will be responsible for the immediate removal of his from her pet's waste on the Common Property.*

*(vi) An Owner who allows its pet or tenant's pet to urinate or defecate on Common Property including the lobby, exterior entrance areas, stairwells, balconies, decks, underground parkade, exercise room, amenity rooms, gardens, planters, and grassy areas and all common Property will be fined \$200 per occurrence.*

*(vii) No vicious dogs are permitted in any Unit or any portion of the Common Property. For purposes of this Bylaw, a vicious dog means the following:*

*(A) Any dog that has killed or injured;*

*(1) Any person; or*

*(2) Another animal while running at large; or*

*(B) Any dog that aggressively harasses or pursues another person or animal while running at large; or*

*(C) Any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting; or*

*(D) A Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of these breeds; or any dog which has the appearance and physical characteristics predominately conforming to these standards for any of the above breeds, as established by the Canadian Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of Alberta.*

*(viii) All pets must be leashed when on Common Property including but not restricted to, lobby areas, parking lots, driveways, elevator, etc. If a pet is too dirty to walk on the floors, then it is to be cleaned or carried.*

## **PET POLICY**

The Board of Directors found it necessary to establish a Pet Policy to prevent any instances of negligence behalf of some Pet Owners and to prevent the premature wear and tear and occasional damage of common property.

The Board's view is that the Owner must take responsibility for the actions of their pet and ensure compliance with established rules. In turn, Owners who do not have a pet should not assume responsibility for costs incurred by the Corporation for cleaning and replacement of common property components due to pets.

The following policy has been prepared to clearly outline requirements and expectations of Pet Owners:

### ***Allowable Pets***

Appendix A, Clause 3(c) of the Bylaws of the Corporation clearly outlines the type, size and quantity of pet(s) allowed. They are as follows:

- Multiple fish in an aquarium.
- No small birds or one large bird in a cage.
- Either one cat or one dog, not one of each. The cat or dog must not exceed 46 cm in length and 9 kilograms in weight.

### ***Pet Application***

The Management Company must be provided with a completed Pet Application Form for pets that reside on the premises. A copy of this form is available for download from the Corporation website or from the Management Company.

### ***Pet Fee***

No pet fee is required.

## **CITY OF CALGARY RESPONSIBLE PET OWNERSHIP BYLAW**

The City of Calgary Responsible Pet Ownership Bylaw regulates pet ownership; the following requirements are outlined in this Bylaw:

- You must pick up all feces produced by your dog, both on and off your property. Ensure that you bring along a suitable means to pick up feces.
- You cannot leave your dog unattended while tethered.
- All dogs must be licensed by three-months old.
- A dog Owner must ensure their dog does not:
  - Bite anyone,
  - Injure anyone,
  - Chase or threaten anyone,
  - Bark, howl, or disturb anyone,
  - Cause damage to property,
  - Cause damage to other animals.

The City of Calgary fine for a dog running at large is \$100 and the fine for not licensing your dog is \$250; to report a Bylaw violation to the City, please call 311.

## **PETS ON COMMON PROPERTY**

The Corporation has established the following requirements pertaining to pets that have been approved to reside at University City Tower 3:

- Pets can be walked in areas other than the common areas however, in accordance with City requirements, you must pick up all feces produced by your dog, both on and off Corporation property (\$250 fine per the pet policy).

- Balconies / Patios cannot be used to section off pets.
- Pets cannot be left unattended on common property areas (balconies / patios included) at any time.
- Pets must be kept on a leash at all times when on common property, whether indoors or outdoors.
- This pet policy serves as written warning that compliance with Corporation requirements is mandatory. Failure to adhere to these requirements will result in a fine levied against the applicable Unit.

Fob usage and security camera footage is used to trace the applicable Unit where it is noted that the regulations of this policy have been violated.

## **BARKING DOGS**

Barking dogs are of particular concern. If your dog has a tendency to bark, you must take appropriate measures to ensure the barking does not cause a disturbance for other residents. We suggest the following:

- Take your dog with you when you go out.
- Do not leave your dog unattended in your Unit when away for an extended period of time.
- Purchase a bark collar.
- Contact your veterinarian or obedience trainer for suggestions.
- Contact a pet store for suggestions.

In accordance with Appendix A, Clause 2(b), complaints of continual barking could result in the permanent removal of the dog from the premises.

## **DANGEROUS DOGS & BREED RESTRICTIONS**

For information on Dangerous Dogs and Breed Restrictions, see Clause 3(vii)(A-D) of the Corporation's Bylaws.

## **PET OWNER NEGLIGENCE**

It is the Owner's responsibility to ensure compliance with all requirements established in this Pet Policy, including submittal of a Pet Application.

Failure to comply with any of the regulations in the Pet Policy will result in a fine levied against the applicable Unit.

Unpaid fines and/or the pet fee will be posted on the account of the applicable Unit. Should these costs go unpaid, they will be treated as arrears; please refer to the Arrears section of the Owners Guide for the process in which arrears are collected.

Continued violation of the regulations outlined in the Pet Policy will result in the permanent removal of the pet from the premises.

# **APPENDIX I: ELEVATOR BOOKING POLICY**



## **ELEVATOR BOOKING POLICY**

The following policy applies to all residents when completing a move-in, a move-out, or moving furniture. The terms “move-in” and “move-out” apply to any individual (owner or tenant) who is relocating their place of residence or moving furniture. The definition of a “move-in” or “move-out” is not limited by the size or number of goods they are physically moving.

**Failure to follow the steps of the University City Move-In / Move-Out Policy will result in a fine of \$500.00 being levied to the account of the Unit Owner.**

Residents must contact the Property Manager with the desired date and time of the elevator booking at [contact@equium.ca](mailto:contact@equium.ca).

1. Residents must provide a **written notice one week prior to any bookings**. Use of the elevator is subject to availability. Busy times or at the end of the month must be booked well in advance.
2. Moves will need to be booked Monday – Friday between 8:00am and completed by 4:00pm. Moves will be scheduled for a maximum of four hours at a time.
3. The Condo board does not allow any elevator booking on weekdays from 4pm to 6pm to minimize the impact on all residents.
4. A security deposit in the amount of a **\$ 250.00** cheque is required as well as a separate, non-refundable **\$ 50.00** fee. Please make cheque payable to:

**CCN #1512881 for Red Building  
CCN #1512882 for Green Building**

5. If a resident needs a booking outside of the hours listed above, they will be required to pay for the cost of a security guard for the entire period of their move to ensure that inspections are completed before and after the moves, the fee would be **\$ 100.00**. **Please note, additional fees apply on Statutory holidays.**
6. The Corporation, Management, and Security guard are not responsible in the event the elevator is not available for move-in, move-out, or delivery due to technical breakdowns, or due to various other reasons.
7. The Resident will be returned the **\$ 250.00** deposit upon confirmation that no damage was incurred to the Common property.
8. If, during the inspection, any damages are discovered to the halls, carpeting, doors, elevators, fixtures, or any other common area elements that were not present and noted during the pre-move inspection, or it is noted that non-household garbage was left behind, these items will be noted on the inspection forms and photographed by the corporation representative.

9. If the sum of damages exceeds the **\$ 250.00** deposit, the balance will be charged to the account of the Unit Owner.

This Owners Guide has been prepared to highlight areas which present the most concern in day-to-day activities. The intention is to provide residents with condensed information which pertains to the Bylaws of the Corporation.

If all residents comply with the Bylaws of the Corporation and the Rules & Regulations, as outlined in this guide, it will greatly contribute to the value, comfort, and quiet enjoyment of your home.

We thank you for your co-operation in keeping University City Tower 3 a great place to live.

University City



Smoke Free / Cannabis Policy

All forms of smoking are prohibited on the property, including:

- Inside condominium units
- On any interior or exterior condominium common property
- This includes any parking garages, storage areas and exterior areas
- Within 8 metres of any door, window or intake

“Smoking” for the purposes of this policy means to inhale, exhale, burn, vape or have control over a lighted cigarette, cigar, pipe, hookah, or other smoking implement designed to burn or heat tobacco, cannabis, or any other substance for the purpose of inhaling the emissions.

This policy takes effect as of February 1, 2019 and applies to all residents, tenants, occupants, invitees and visitors.

The corporation shall make reasonable accommodation for an owner, tenant, or occupant who has proven by medical evidence that they have a disability and are unable to take a prescription by other methods. Whether the owner, tenant, or occupant has proven the disability and the method of accessing the prescription will be determined in the sole and absolute discretion of the Corporation, acting reasonably. The accommodation will be made based on all the circumstances and may include but is not limited to the willingness of the owner, tenant, or occupant to install and maintain smoke extraction equipment in any unit or the common property as directed by the Corporation.

The corporation may impose monetary and other sanctions for non-compliance of this policy in keeping with the corporation fine policy.