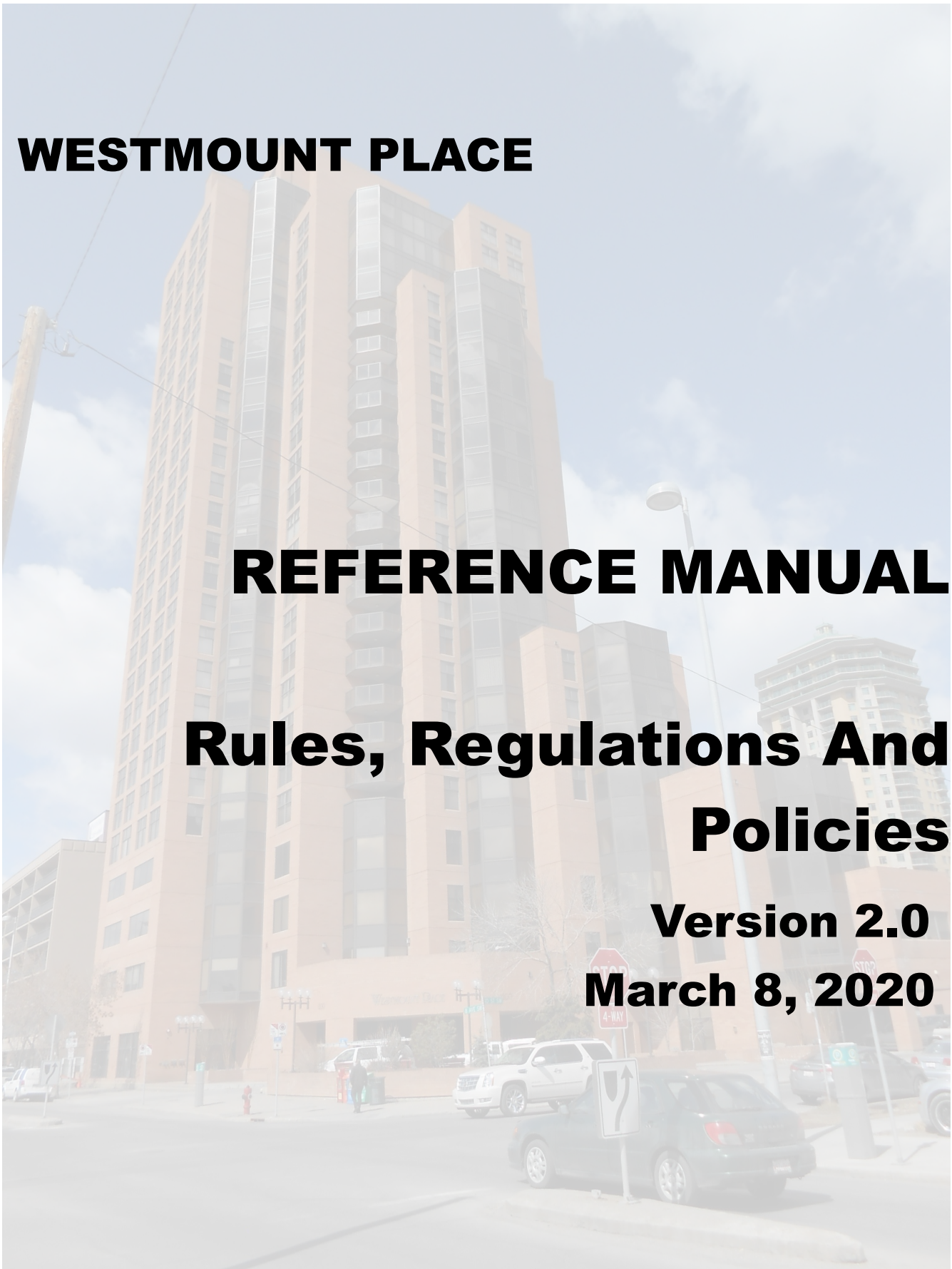


WESTMOUNT PLACE

REFERENCE MANUAL

Rules, Regulations And Policies

Version 2.0

March 8, 2020

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1 INTRODUCTION

This reference manual is to provide information to the Owners and Residents of Westmount Place about the bylaws, rules, policies and procedures that everyone is required to follow for the common enjoyment of our building.

This is a complete re-write and replacement for the previous version 1.1 dated November 25, 2011. As well as containing a lot more information it is intended to meet the requirements of the Condominium Property Act section 32.1(4) and Condominium Property Regulation 79.1(10) to ensure all Owners and Unit occupants are informed of the rules. It is also intended to meet the requirements to provide fire safety information to Owners and Residents.

1.1 Westmount Place Web Site

This document and the various related documents are available on the Westmount Place web site:

https://westmountplacecalgary.org/

You will need to register to be able to access all the information. Registration is available to Owners, Tenants, and Unit Property Managers.

1.2 Bylaws and Act

For further detail, clarification and information you are referred to:

- Westmount Place Bylaws current version. At the time of writing the most current version registered at the Land Titles Office as document 021447655 dated September 3, 2002 with Bylaw #46 Amendment dated November 21, 2011.
- Alberta Condominium Property Act RSA 2000 Chapter C-22 most current version. At the time of writing the most current version was January 1, 2020.
- Alberta Condominium Property Regulation AR 168/2000 most current version. At the time of writing the most current version was January 1, 2020.

Whenever one purchases a unit in Westmount Place they are agreeing to be bound by these documents irrespective of whether they have actually read them. They represent a contract between all the Owners. Owners are encouraged to read and understand the Bylaws and Act.

1.3 Additional Documents

The following documents provide additional information on specific issues or represent additional agreements.

1.3.1 Insurance Claims Policy and Procedures

The most current version of the Insurance Claims Policy and Procedures document is dated November 21, 2018. This document is currently being updated to reflect the most recent changes to the Act. Specifically the revisions include:

- The base standard commercial unit is an empty shell.
- An Owner is liable for the Westmount Place insurance deductible if the source of the damage is the Owner's unit irrespective of whether the Board identifies the Owner as negligent.

This document also provides information on the Standard Insurable Unit. A separate document on the Standard Insurable Unit will be prepared in the required format for Land Titles.

1.3.2 Security Access Device Policy and Procedures

The Westmount Place Security Access Device Policy and Procedures document represents an agreement with each Owner with respect to security access devices. The most recent version at time of writing is January 30, 2017.

1.3.3 Renovation Documents

The renovation documents are currently being revised. Each renovation is being treated individually and the renovation approval comes with comments as to what is allowed.

1.3.4 Rental Documents

Prior to allowing a Tenant to move in the Owner must provide Westmount Place with a signed Renter Bylaw Acknowledgment Form and an Intent to Rent form. These are available on the Westmount Place website.

1.3.5 Notice of Authorized Representative

If an Owner wishes for someone else to represent them in dealings with Westmount Place they must provide a Notice of Authorized Representative.

1.4 Definitions

Definitions used herein are the same as in the Westmount Place Bylaws or the Condominium Property Act.

Act: The Condominium Property Act.

Authorized Representative: A person who is authorized to represent the Owner in matters with respect to a Unit.

Board: The Board of Directors of Alberta Condominium Corporation Number 8310969 aka Westmount Place.

Building Operator: The person or company hired by the Westmount Place Board to provide operating and maintenance services. At time of writing this is Abbas Maintenance.

Bylaws: The Westmount Place Bylaws

Commercial Unit: A Unit on floors 1 through 4.

Corporate Owner: An Owner that is a registered Corporation.

Landlord: An Owner who rents out a Unit to a Tenant. May also include a Property Manager to whom the Owner has delegated authority to manage the rental of the Unit.

Owner: A person who's name is registered on the title to a Unit.

Property Manager: The person identified by the Westmount Place Property Management Company to be the primary contact in matters related to Westmount Place. At time of writing this person is Sandra Williams

Property Management Company: The Company hired by the Westmount Place Board to provide property management services on its behalf. At time of writing this is Montgomery Ross & Associates (aka MRA)

Regulations: The Alberta Condominium Property Regulation

Resident: A person who resides in a Residential Unit. A commercial employee who works in a Commercial Unit.

Residential Unit: A Unit on floors 5 through 28.

Suite: The civic address of a Unit.

Tenant: A Resident who is not identified on the title of the Unit. Does not include people residing in a Unit with an Owner or the spouse of an Owner. Includes the children of the Unit Owner if an Owner does not reside in the Unit. Includes all natural persons where the Owner is a Corporation.

Unit: Real property as defined on the Condominium Plan.

Westmount Place: Alberta Owners Condominium Corporation Number 8310969

1.5 Monitoring

Be advised that Westmount Place has a video surveillance system and access control system. These systems are used to monitor the common property and to control access to the common property.

2 FIRE SAFETY

2.1 Fire Safety Plan

Westmount Place has a detailed Fire Safety Plan that is approved by the City of Calgary fire inspectors.

2.2 If You See A Fire

If you see a fire and the fire alarm is not already sounding please pull one of the manual pull stations. This should cause the fire alarm to sound in the building and cause the monitoring service to inform the Calgary Fire Department.

If it can be done safely, advise the other people on the floor of the fire and ensure the door to the area with the fire is closed but not locked.

Afterward you may call 911. You should also call the security desk and advise them of the location and magnitude of the fire. Please do so only after you have taken steps to evacuate the area.

There are fire extinguishers located on every floor and fire hoses located on every floor. You should only attempt to fight the fire if you are competent in the use of this equipment. Otherwise leave via the emergency exit stairwells.

2.3 When You Hear A Fire Alarm

A fire alarm is sounded through the speakers in each suite and via the strobe lights in the halls. When the fire alarm sounds an alarm is automatically dispatched to the Westmount Place alarm monitoring service who immediately informs the Calgary Fire Department. We are very close to two fire halls and usually fire trucks will respond within a few minutes.

Please DO NOT call 911 because you hear a fire alarm. The alarm may be a drill or it may be the result of known work going on in the building. We are charged for all unnecessary Fire Department responses and the cost to Westmount Place will be charged back to you.

Do not call the security desk for information as they will be busy handling the emergency.

You have a choice of whether to stay in your suite or to leave.

2.3.1 Leave

If you leave you must:

- Before opening the door check the knob and door for heat. If it is not hot brace yourself against the door and open it slightly. If you feel air pressure or a hot draft close the door quickly.
- If you find no smoke in the corridor close all doors behind you.
- Use the exit stairwells designed for that purpose. Do not use the elevators.
- If you encounter smoke in the corridor or stairwell, consider using the exit stairwell at the other

end of the corridor, which may be clear, or return to your suite.

- Go to your designated muster area if you have one.
- Do not return until the Fire Official has declared the situation safe.

2.3.2 Stay

If you stay or have to return to your suite you must:

- Close the door.
- Unlock the door in the event fire fighters may need to enter your suite.
- Seal all cracks where smoke may get in by using wet towels or sheets (for example under the door)
- If you require assistance for evacuation, dial 911 and tell the City Fire Department where you are. Signal to the fire fighters by waving a sheet from the balcony or window.
- Crouch low to the floor if smoke comes into the room.
- Move to the balcony or most protected room and partially open a window for air. Close the window if smoke comes in.
- Remain calm and wait to be rescued. Do not consider jumping.

Do not call the security desk for information as they will be busy handling the emergency.

2.4 Suite Equipment

Residential suites are equipped with a heat detector and speaker just inside the front door. Commercial units may be equipped with heat and smoke detectors, speakers, strobe lights and sprinklers. All this equipment is considered part of the fire safety system and is the property of the Westmount Place.

The equipment may not be impeded in function, tampered with or modified in any way. It may not be painted. It may not be disconnected. This equipment is monitored and any tampering will create a trouble alarm. A trouble alarm is considered an emergency and will be treated as such including immediate entry to the suite.

Once a year, by law, Westmount Place is required to test the fire safety equipment which requires entry to every suite. This work will be scheduled and the dates and times are not negotiable. Failure to provide access will result in a charge back of all consequential costs and may involve forced entry.

2.5 Special Situations

If there are hearing impaired people in the suite who may not be able to hear the in-suite alarm please contact Westmount Place regarding renovations that may be needed to the fire alarm system. The cost for any renovations will be born by the suite Owner and may take some time to be installed.

If there are people in the suite without sufficient mobility to use the emergency exit stairs please contact Westmount Place. A list of people and suites with mobility issues is maintained by the fire panel for access by the Calgary Fire Department. The Calgary Fire Department will assist those with

mobility issues to exit the building.

3 Communications

The communications information is correct at time of writing but is subject to frequent changes.

3.1 Who To Call

3.1.1 Main Contacts

EMERGENCY (Ambulance, Police, Fire): Phone 911

Follow up with a call to the security desk to advise security of the problem and allow them to make the necessary preparations to assist the emergency responders. See also the section on Fire Safety.

Security Desk: Phone 403-269-5151 or email security@westmountplace.org or visit the foyer in person. The night security email is CCCSAB@westmountplace.org. The security desk phone will ring over to the security cell phone if not answered. Do not use email to report emergencies.

Property Manager (Montgomery Ross & Associates):

Sandra Williams phone 587-393-2227 or 403-234-7556 or email sandra.williams@montgomeryross.ca or via the Westmount Place web site (sign in required).

Emergency phone 403-234-7556 (do not report emergencies via email)

Address: in process of moving

Fax: 403-269-9908

Main Reception: Wendy Harrold phone 403-234-7556 email admin@montgomeryross.ca

If you are a renter in Westmount Place your normal non-emergency first contact will be the Owner of your suite or the Property Manager assigned by the Owner.

Building Operator (Abbas Maintenance):

Patrick Payne, Robin Klimchuk, Keynan Payne email operator@westmountplace.org or in person at the maintenance office accessed through the gym.

Please do not report emergencies via email. Building maintenance and operating issues can be reported to the security desk.

If you are a renter in Westmount Place your normal non-emergency first contact will be the Owner of your suite or the Property Manager assigned by the Owner.

Board of Directors:

The main contact for the Board is the Property Manager Sandra Williams.

The Board or individual members may be contacted via the Westmount Place web site (sign in required).

Mail for the Board or individual members can be left at the security desk.

3.1.2 Contact By Problem

Ambulance, Police (emergency), Fire (visible): Call 911 and advise them of the emergency. Call the security desk at 403-269-5151 and also advise them of the emergency.

Trapped In An Elevator: Use the emergency phone in the elevator. This will ring firstly to the security desk and secondly to thyssenkrupp maintenance desk. If you get thyssenkrupp then call security at 403-269-5151. Do not call 911 as you will be responsible for all damages caused by emergency responders.

Building Intruder: First advise the security desk at 403-269-5151 or in person. If not available call 911.

Uncontrolled Water Escape or Drain Backup: First advise the security desk at 403-269-5151 or in person. If not available call the Property Manager.

Major Mechanical Problem (for example building power failure, elevator malfunction): First advise the security desk at 403-269-5151 or in person. If not available call the Property Manager.

Drains Not Working*: If you think your drains aren't draining properly due to a blockage outside of your suite advise the security desk at 403-269-5151 or in person. If not available call the Property Manager.

Minor Building Maintenance Issues* (for example burnt out light bulbs, cleaning issues): Advise the security desk or building operator.

In-suite Maintenance Problem* (for example plumbing): Call a contractor authorized to work in Westmount Place. If you are a renter contact your Landlord.

Appliance Repairs (for example washer, stove, refrigerator): Call a repair company knowledgable with the product. If you are a renter contact your Landlord.

Disposal of Hazardous or Restricted Materials (for example paint, propane tanks, fluorescent bulbs,

batteries, refrigerators): Follow the City of Calgary regulations for disposal of the item.

Disposal of Large or Bulky Items (for example sofas, appliances, rugs): Contact a waste hauling company. Follow the City of Calgary regulations for disposal.

Elevator Bookings for Moves or Deliveries: Contact the security desk. A fee may be applicable. Documentation may be required for new Owners or Renters.

Fob Purchases or Problems: Owners contact the security desk. A fee may be applicable. If you are an Owner and your fob does not work in the amenity areas please contact the Property Manager. If you are a renter contact your Landlord.

Suite Ownership Issues, Fees or Fines: Owners should contact the Property Manager. Renters should contact their Landlord. For estoppel certificates purchasers should contact the Property Manager. For statements of account Owners should contact the Property Manager.

Telus Issues: The telephone lines, fibre optic cable and related equipment in the building are the property of and responsibility of Telus. Please contact Telus with any issues.

Cable Issues: The cable and equipment used for TV and some Internet service is the property of and responsibility of Shaw. Please contact Shaw with any issues.

Building Storage Lockers: Contact the security desk.

Renovations: Contact the Property Manager.

Insurance Issues: For issues with claims and the insurance provided by Westmount Place and identified in the Insurance Certificate provided to Owners please contact the Property Manager. Renters should contact their Landlord.

*If you are unsure whether a problem is a building problem or in-suite problem you can contact the security desk or the building operator. Westmount Place will do an assessment of the problem and advise on the proper course of action.

3.2 Web Site

Westmount Place maintains a web site to provide information and documents to Owners, Renters, and Landlords. The information available depends on whether you are an Owner or not. The web site is located at:

https://westmountplacecalgary.org/

Registration is required to access most information and to access the contacts.

While there is no requirement to sign up for the web site it is recommended.

3.3 Contact Information

3.3.1 Addresses

All Owners are required to maintain a current contact civic address with Westmount Place. This is required by the Act for delivery of certain communications.

Where there is difficulty with the address the address identified with Land Titles may be used. By law Owners are required to have a correct address registered with Alberta Land Titles for any property owned in Alberta.

The address for Renters will be assumed to be their Westmount Place address unless advised otherwise.

All civic address information and change of address should be coordinated with the Property Manager who will share it with the Board.

3.3.2 Email Addresses

This section is being revised to reflect new legislation.

All Owners and Renters are encouraged to maintain a current email address with Westmount Place. This should be coordinated with the security desk who will share it with the Property Manager, Building Operator and Board.

This email address may be used for notification of information regarding current activities in Westmount Place as well as notification of parcel deliveries.

Per recent changes in the Act, Owners can request email delivery of most of the documents Westmount Place is required to provide in lieu of physical mail to a civic address. Where an Owner selects email delivery they will be required to maintain a current email address with the Property Manager who will share it with the Board and security.

3.3.3 Telephone Numbers

All Owners and Renters are encouraged to maintain a current telephone number with Westmount Place. This should be coordinated with the security desk who will share it with the Property Manager and building maintenance company.

This number will be used for screening of visitors to the suite as well as contacting residents on current matters relating to their suite. Without a current correct telephone number the resident will be

responsible for collecting the visitor from the security desk.

3.3.4 Text Messaging

Westmount Place provides some current building information in the form of text messages. This includes current information on elevator status, water shutdowns, problems with the amenities, etc. Residents are encouraged to maintain a current telephone number capable of receiving text messages with Westmount Place.

Sign up for text messages may be accomplished using the widget available on the web site or by advising security of the desire to receive text messages.

3.4 Building Notices

Building notices may be posted at various locations in the building depending on the message or delivered by electronic means. We will no longer be posting notices inside the elevators.

Messages of general interest may be posted in the main floor elevator lobby, by the mail boxes and at the security desk. They may also be delivered by email or text message. Where they involve the parkade they may be posted in the parkade elevator lobbies.

Messages of limited general interest, such as those relating to the amenities, may only be distributed via email or text messaging or posting in the affected area.

Targeted messages of interest to specific units may be delivered to suites or parking stalls.

4 Elevators

Westmount Place has 3 high rise traction elevators and one hydraulic elevator. Two of the high rise elevators serve floors P3 to 27 and are for the transport of people. One of the high rise elevators serve floors P4 to 28 and for the transport of people and freight. The hydraulic elevator serves floors P1 to 3 and is for the transport of freight and people related to the commercial floors.

4.1 Elevator Use

4.1.1 Call Buttons

There is a dedicated set of call buttons in the center of the high rise elevators that call all three high rise elevators. These should be used for normal elevator access where there are no freight or bulky items involved. When these call buttons are activated the nearest elevator going in the requested direction will respond.

All of the buttons have halo lighting that lights when the call is accepted by the elevator controller. If the elevator is not available for use the halo will not stay lit and the elevator will not respond. The elevator may not respond because it is taken out of service for a move or if it requires maintenance.

There are dedicated call buttons to the far right of the elevator bank that only call the freight elevator. These should be used if you are transporting freight or bulky items. They are also the buttons that should be used for accessing floors P4 and 28.

The hydraulic elevator has its own set of dedicated call buttons. These do not include halo lighting.

THE FREIGHT ELEVATOR MUST BE USED FOR TRANSPORTING FREIGHT AND CONSTRUCTION ITEMS. This include all construction or renovation materials, all moves, and any materials that may cause damage to the interior. If the elevator is not available you may not transport these materials. Failure to abide by this may result in the cancellation of your delivery or move or your renovation approval. You will also be liable for any damages.

THE FREIGHT ELEVATOR MUST BE USED FOR TRANSPORT OF BULKY ITEMS. Bulky items include bicycles, wheelchairs, baby buggies, shopping carts, etc. If the freight elevator is not available you may use the other elevators at your sole risk. You will be liable for any damage.

Any item transported in the elevator must be easily manageable by one person. If this is not practical then the freight elevator must be booked.

4.1.2 Elevator Buttons

Each of the high rise elevators includes a button to open the elevator doors, a button to close the elevator doors, and a button to hold the elevator doors open.

NEVER PHYSICALLY FORCE OR HOLD THE ELEVATOR DOORS OPEN. If you do so you will be responsible for all elevator repair costs relating to damage to the doors.

The door open button will allow you to hold the door open for a short time while you keep the button depressed. If you need to hold the door longer the door hold button (DH) will keep the doors open

while you move items or people in or out. The door close button will then cause the door to close.

4.1.3 Elevator Pads

There are a set of protective pads available for the sides and floor of the freight elevator. These must be used for all suite moves and most moving of construction materials.

The pads are to be put up and removed by the party using the freight elevator at the direction of security. Failure to follow the instructions provided by security can result in the cancellation of your move or renovation approval.

All damages to the elevators are at the sole cost of the unit involved in the use of the elevator.

4.1.4 Security

The high rise elevators have controlled access capability on a per floor basis. The same access devices that are used with the doors work with the elevators. When the reader device in the elevator cab shows a red bar the access device must be used prior to selecting the desired floor.

The main floor can always be accessed without use of an access device. During business hours the commercial floors can be accessed without use of an access device.

The specific floors a given fob can access will depend on the type of the fob and the location of the suite.

4.2 Elevator Bookings

The freight elevator can be booked for moves and renovations. Westmount Place charges a non-refundable fee for elevator bookings. Generally the fee will be:

- $0 for deliveries up to a maximum of one elevator load up and one elevator load down
- $100 for moves up to one day in duration
- $250 for small renovations
- $500 for large renovations

The specific amount for a given renovation will be identified in the renovation approval.

Elevator bookings are allowed for non-holidays Monday through Saturday. Bookings are allowed for either 9AM – Noon or 1PM-4PM. Bookings are not allowed for Sunday's or holidays, over the noon hour or over the rush times prior to 9AM or after 4PM.

Bookings must be made at the security desk along with payment via cheque payable to Westmount Place.

Move-ins for renters will not be accepted unless accompanied by the requisite Bylaw Acknowledgment Form and Intent to Rent Form.

5 Amenities

Westmount Place amenities include the amenity areas as well as other areas and services provided that are not required to be provided by the Bylaws. The rules associated with the amenities form an agreement between Westmount Place and every Owner or Resident per Bylaw 5 e). The amenities include:

- The amenity areas.
- Washrooms on the first and second floors.
- Security desk and concierge services.
- Cable TV.

Owners and Residents acknowledge that their use of an amenity is agreement with the rules, regulations and procedures associated with the amenity. Violation of these may result in a fine or other sanction.

5.1 Amenity Areas

Westmount Place amenity areas consist of the Men's and Women's Locker areas and the associated pool and hot tub areas, the gym or fitness area, the billiard room or lounge area, and the squash and racquetball courts.

The amenity areas are generally available 24 hours except for times designated by the Board and times set aside for cleaning or maintenance.

All users of the amenities must comply with the posted rules for the use of the amenity.

5.2 Own Risk

All use of any of the amenity areas is at the sole risk of the person using the amenity.

5.3 Use Restriction

The amenities are strictly for the use of the residents of Westmount Place and the commercial employees working in Westmount Place along with those employees and contractors permitted by the Board.

Residents may allow their guests to use the amenities when accompanied by the resident. Residents are expected to accompany their guests at all times in the building. Residents are responsible for the conduct of their guests. Visitors and guests cannot use the facilities unaccompanied. Access devices used by non-residents to access the facilities may be disabled or restricted.

Commercial employees are limited to one guest at a time. For example a personal trainer or game partner. Contractors are not permitted guests.

Residents may not use the amenities for any commercial purpose including conducting classes or supervising children.

Children must be accompanied by a responsible adult at all times when using the amenities.

Certain supplies are provided to those using the amenity areas. This includes soap, toilet paper, wipes, etc. These are only for use of those using the amenity areas and may not be taken.

Failure to follow the rules for the amenity areas may result in access being denied. Generally the first offence will result in suspension of access for three months and the second for six months with additional time at the discretion of the Board.

5.4 Lockers

Lockers are provided in the men's and ladies change areas. All lockers are considered day lockers and may only be used while the resident is actively using the amenities. Lockers with items inside for more than one day (or locks installed for more than one day) may be opened and the contents disposed of without further notice.

Westmount Place no longer rents lockers. Lockers are available on a first come basis.

Westmount Place assumes no responsibility for items left in the lockers.

5.5 Use Rules

5.5.1 Locker and Pool Areas

Bottles, glass and other hazardous objects are prohibited.

Any person suspected of being under the influence of alcohol or drugs is prohibited from using these facilities.

Children under 2 years old, pregnant women, persons with heart conditions, hypertension, seizures, diabetes and obesity or those greater than 65 years of age should consult with their physician prior to using the facilities.

Children under 13 years of age must be supervised by a responsible adult.

This area is closed from 2PM-3PM Mon-Sat and 6AM-9AM Sat, Sun, Holidays for cleaning and maintenance. Access devices are disabled during this time.

5.5.2 Pool and Whirlpool

No lifeguard on duty. Swim at your own risk.

Patrons should not swim alone.

Patrons **MUST** shower with soap before using the pool or whirlpool.

Children under 25 months and under, and anyone who is incontinent **MUST** wear water-resistant swimwear.

You **MUST** not use the pool or whirlpool if you have had diarrhea within the last two weeks.

Do not wear street shoes into the pool or whirlpool area. Proper swimwear must be worn at all times. Street clothing is not permitted.

No diving or running.

Consumption of food, beverages and tobacco products is forbidden.

Patrons **MUST NOT** spit or release bodily fluids in the pool or whirlpool.

Use of shampoo, oils, lotions and minerals is prohibited.

Swimming pool maximum capacity 15 persons. Whirlpool maximum capacity 7 persons.

Please turn off lights after use.

5.5.3 Saunas

Patrons **MUST** shower with soap before using the sauna.

Limit your time in the sauna to 15 minutes. Cool off prior to re-entry.

Temperature of sauna maximum 40 degrees C or 104 degrees F.

Turn off sauna after use.

Do not wear street shoes into the sauna.

5.5.4 Steam Rooms

Patrons **MUST** shower with soap before using the steam room.

Limit your time in the steam room to 15 minutes. Cool off prior to re-entry.

Temperature of steam room maximum 40 degrees C or 104 degrees F.

Leave steam room door open after use.

Do not wear street shoes into the steam room.

5.5.5 Washrooms

Patrons **MUST** wash their hands with soap after using the washroom or changing diapers.

5.5.6 Billiard Lounge Area

Use of the billiard and lounge area is on a first come basis. Restrict usage time to 60 minutes if others are waiting.

Food and drink are prohibited.

Please return the billiard balls to the proper baskets and cues to the proper racks.

Children are prohibited from this area unless accompanied by an adult.

5.5.7 Racquetball and Squash Courts

Proper athletic shoes to be worn on the courts at all times. Shoes are not to mark or damage the courts.

Food and drink are prohibited.

5.6 Racquet Courts

The lights for the squash and racquetball courts are controlled by the security desk.

You may book use of the racquetball and squash courts at the security desk.

6 Parkade

The Westmount Place parkade consists of 4 levels and over two hundred parking stalls. All parking stalls are assigned by the Board to Units. There are no stalls for visitors or bicycles. There are no stalls for handicapped access. There are three stalls available to rent for motorcycles. Please arrange for motorcycle stall rentals with the security desk.

Some Units have long term parking leases. Leases are no longer issued. Leases that have been issued in the past expire when the Unit ownership is transferred.

The number of parking stalls assigned to a Unit is intended to relate to the Unit Factor assigned to the Unit. Some Units have more stalls assigned than would be the case if assignment was by Unit Factor. The Board will correct this by reassigning the excess stalls when the Unit ownership is transferred. Owners should check with the Board whether this applies to them before putting their Unit up for sale.

6.1 General

The minimum clearance of the driving lanes in Westmount Place is 1956mm (6'5") on the level. Where the lane is not level the clearance will be less depending on the vehicle. The clearance in individual parking stalls may be quite a bit less. Parkade users must be very careful to ensure their vehicle does not contact overhead equipment including sprinklers, piping and ducting.

The maximum speed in the parkade is 15 km/h.

There is no electrical power available in the parkade for electric vehicles or any other purpose for residents. Residents must not connect to any electrical outlet. Any such connection may be removed and disposed of without further notice

6.2 Use

6.2.1 Use

The parkade is intended for the use of Residents. It can also be used by non-Resident Owners and third parties who have leased a stall from an Owner. Contractors may NOT use the parkade when performing work in the building without the consent of the Board which will normally be denied.

Residents may only park in stalls assigned to their Unit or stalls they have rented from another Unit.

Vehicles in stalls without permission may be ticketed or towed without further notice.

6.2.2 Restrictions

No one shall:

- Use the common driveway or any part of the common property other than for ingress to and egress from a parking area.
- Wash a private vehicle anywhere on the property.
- Carry out any repairs or adjustments to private vehicles on the property.

- Allow trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked or stored on the property.
- Allow a motor vehicle to run longer than the minimum time required to enter or exit the parkade. Motors must be turned off when the vehicle is parked.

6.3 Stall Contents

A parking stall may contain:

- A vehicle
- An approved storage locker
- A bicycle
- Winter/summer tires for the vehicle that normally occupies the stall
- A broom to clean the stall

Anything else is not allowed in the stall and may be removed and disposed without further notice. The Owner may be charged with the cost of removing the item. Alternatively the Owner may be fined for leaving items that are not allowed in the stall.

Everything must fit entirely within the stall boundaries as defined by the Condominium Plan.

The storage locker may only contain items as allowed per the Bylaws.

Any vehicle in the stall must have a current registration and be fully driveable.

6.4 Cleaning

6.4.1 Cleaning

Per the Bylaws Westmount Place is responsible for cleaning the driving lanes and the suite Owner to which the parking stall is assigned is responsible for cleaning the stall.

Westmount Place performs minor cleaning of the driving lanes from time to time. A major parkade clean takes place about twice a year. Typically around Nov/Dec and again around May. During the major cleanings all vehicles must be removed from the parkade to facilitate proper access. This also allows most of the stalls to be cleaned.

A fine of $100/stall is levied to the Owner assigned the stall when the vehicle is not removed when the cleaning starts. Additionally if the stall is not clean after the cleaning is finished the Owner is required to manually clean the stall. If the Owner does not clean the stall after the notice time the stall will be cleaned by Westmount Place and the Owner charged the cost. This cleaning may include adjacent stalls as a vehicle left in a stall prevents the cleaning of adjacent stalls.

6.4.2 Defective Vehicles

Vehicles are not allowed in the parkade if they are leaking fluids including grease, oils, antifreeze, gasoline etc.

Owners must promptly clean any spills of fluids from their vehicle into the parkade. After notice Westmount Place may clean the stall and charge back the cost to the owner.

6.5 Safety

Please do not leave visible valuable items in your stall or in the vehicle where they can be seen.

Please do not leave parkade access fobs in a visible location in your vehicle as these are a target of thieves and may cause your vehicle to be broke into.

The overhead door is only for the use of vehicles and bicycles to enter and exit the parkade. The ramp may not be used by pedestrians. It is unsafe and causes unnecessary wear on the overhead door.

The overhead door is a major security liability as trespassers can access the building when the door is open for vehicles to enter or exit. Drivers entering the building **MUST** stop at the bottom of the ramp and wait for the door to close. If someone suspicious enters before the door closes the driver must call security and advise them of the breach.

Propane powered vehicles are not allowed in the parkade.

7 Suites

7.1 Use

7.1.1 General

Commercial Units may only be used for commercial purposes as permitted by the City of Calgary. They may not be used for residential purposes.

Residential Units may only be used as a single family residence. They may only be used for supplemental business purposes provided they meet the City of Calgary Land Use Bylaw definition of a Class 1 Home Occupation and they are acceptable to the Board. More specifically:

- The business use must be incidental.
- A maximum of three business associated vehicle visits per week including drop-offs, pick-ups, deliveries, and visits from customers and consultants.
- Only residents of the Unit may work in the business.
- A maximum of 20% of the area or 30 m2, whichever is less, may be used for the business
- May not display any form of signage.
- May not advertise the address and use to the general public.
- May not have any activities take place outside the Unit including storage of materials.
- May not directly sell any goods at the premises.

Specifically Residential Units may not be used for short term rentals (rentals less than 30 days).

Residential units may not be used as a child care facility.

Residential units may not be occupied as a place of residence by more than 5 persons at any given time without the consent of the Board.

Improper use of a Unit may result in a fine of $50.00 per day.

7.1.2 Specific

An Owner or Resident may not use the Unit or permit it to be used in any manner for any purpose which may be illegal, injurious or that will cause nuisance or hazard to any occupier of another Unit.

The Board may limit the nature and extent of the use of any privacy area which includes the balcony, deck, or patio areas.

7.1.3 Leasing

Owners may lease their Unit provided the lease exists and is for longer than 30 days.

Prior to Tenant occupancy the Landlord must provide Westmount Place with a Renter Bylaw Acknowledgment Form signed by the proposed Tenant and witnessed. Without this form the elevator cannot be booked for a move in. Where the Tenant is a Corporation a Renter Bylaw Acknowledgment

Form is required for every natural person who will occupy the Unit.

The Landlord must also provide the Intent to Rent Form prior to the rental and the Tenant must provide a certificate evidencing existence of a tenant's insurance policy within 20 days of occupancy.

Failure to provide the necessary documentation may result in a fine of $50.00 per day.

Westmount Place has the right to require a deposit per the Act. Currently Westmount Place does not collect deposits.

7.2 Duties of Owners and Residents

Owners are also directed to the Westmount Place Bylaws and the Act and Regulation.

7.2.1 Entry By Westmount Place

Owners and Residents **MUST** allow entry by Westmount Place employees, contractors, agents and Board members:

- Without notice in the event of an emergency.
- With a minimum of 24 hour notice and at reasonable times for other allowed purposes.

Notice will normally be provided by a written notice posted on the suite door. It may also be provided by email for those who have authorized notification by email or by direct communication with a resident of the unit. Reasonable times are between 8AM and 8PM every day excluding Sunday and holidays.

Residents are required to leave a key to their unit with the security desk to facilitate access. Failure to leave a key may result in a fine.

When access is required Westmount Place will expect a resident to provide access or will use the key. Should access not be provided Westmount Place may gain entry by other means such as using a locksmith to pick or drill the lock or by force. The Owner shall be responsible for all direct and consequential costs related to gaining entry. This includes any payments to contractors for extra time that might be involved and any damages that result from delayed access to the suite. Westmount Place shall not bear any responsibility for any alarm system or suite monitoring in the suite.

Westmount Place and its servants and agents must have free and uninterrupted right at any and all times to enter upon, pass over, and occupy any and all parts of a privacy area for any of the duties or functions of the Corporation.

7.2.2 Suite Maintenance

Owners are responsible for maintaining their suite. This includes cleaning, washing, repairing, maintaining and replacing as necessary:

- The interior of their Unit and all improvements and additions thereto.
- The exterior windows and sliding glass doors that are accessible to the occupant.
- All doors located on the interior walls of the suite including all door hardware but excluding the painting of the exterior surface of the residential suite access doors.

- Any light fixtures and bulbs attached to the exterior of the suite including the balcony.
- In a clean and sightly condition, any privacy area, for example a balcony, (and the plants or landscaping therein) which is located on or comprises any part of the common property to which the Owner has been granted exclusive use.
- Use any fireplace within the Unit in a safe manner and in a manner not to cause nuisance or discomfort to any other Owner
- Sliding windows or doors on the exterior of the suite which are subject to wear from use.
- Plumbing, electrical, HVAC equipment that only serves the suite with the exclusion of thermostats and zone valves that were part of the original construction.

Any privacy area assigned to the Unit must be maintained in a clean and sightly condition. If an Owner fails to maintain a privacy area the Board may arrange for maintenance and assess the cost against the Unit.

7.2.3 Westmount Place In-Suite Work

Where Westmount Place needs to access the suite to perform maintenance on the items for which it is responsible (for example common property plumbing) and it is necessary to damage the Owners portion of the suite the event is to be treated as an insurance event. Please see the document Insurance Claims Policy and Procedures for further information.

The Owner or Resident shall be responsible for providing clear access to the area including removal of furniture and any betterments and improvements. Westmount Place shall only be responsible for restoring any damage to the base standard. The Owner is responsible for repairs or rebuilding above the base standard and for moving back any furniture. Should the suite have to be vacated or the furnishings removed it is the Owners responsibility.

7.2.4 Provide Notice

Owners must promptly notify Westmount Place upon any change of ownership or any mortgage, lease or other dealing in connection with the Unit.

7.2.5 Additional Residential Unit Restrictions

The Owner of a Residential Unit **must NOT**:

- Use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it was constructed. Specifically the only items that may be flushed down a toilet are human waste and toilet paper.
- Chop wood on a balcony or in a Unit or anywhere on the common property
- Render a Unit unfit for human habitation.
- Cook on a balcony other than using a propane or electric barbecue.
- Keep or allow any animal, livestock, fowl or pet of any kind other than birds or fish restrained at all times in enclosures.
- Permit, erect or hang over or cause to be erected or to remain outside any window or door or

any other part of a Unit or on the common property air conditioning equipment, cloths lines, cloths, boots, shoes, personal belongings, garbage disposal equipment, fences, barriers, recreational or athletic equipment, partitions, awnings, shades, screens, antennas, satellite dishes, or any other matter or thing without the consent of the Board in writing.

- Overload existing electrical circuits.
- Store any combustible, inflammable or offensive goods, provisions or materials in the Unit, storage locker, parking stall or on the common property. Specifically this includes propane, gasoline, paint, motor oil, and any goods normally considered hazardous. Normal cleaning products in a Unit and a barbecue on a balcony excepted.
- Do anything or permit anything to be done that would tend to increase the risk of fire or the rate of fire insurance premiums.
- Do anything or permit anything to be done in the Unit or on common property that is contrary to any statute, ordnance, bylaw or regulation of any government authority whether Federal, Provincial, Municipal or otherwise.
- Do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and must not place any objects on the common property to interfere with the maintenance of the grounds generally.
- Erect, place, allow, keep or display signs, billboards, advertising matter, realtor lock boxes or other notices or displays of any kind on the common property including any privacy area assigned to the Unit or in or about any Unit in any manner which may make the same visible from outside the Unit without the prior written approval of the Board.
- Permit any employee, member of the household, guests or visitors to trespass on areas to which another Owner is entitled to exclusive occupation.
- Obstruct or permit any walkway, passage or driveways or parking areas to be obstructed by family, employees, guests, or visitors or their vehicles.
- Allow the Unit, parking stall or privacy area to become unsanitary or unsightly in appearance.
- Allow the area around the Unit to become untidy. The Board shall be at liberty to remove any rubbish or clean up the common property in close proximity to the Owners Unit to its satisfaction and charge the expense to the Owner.
- Use the privacy areas for the storage of goods and chattels or allow or cause any effects of articles belonging to the Unit to be kept anywhere except inside the Unit when not in use. Lawn furniture, a barbecue, and flower pots on a balcony or deck are permitted.
- Install any flags or wind chimes without the prior written approval of the Board.
- Access any portions of the common property used from time to time for mechanical systems, utility areas, building maintenance and storage areas not specifically assigned to the Unit.
- Use or permit to be used any draperies or window coverings that are visible from the exterior of the building unless such draperies are of a neutral, off-white or ivory shade or are so lined. Foil, flags, bed sheets or other unsightly opaque materials are not allowed.

- Install or put in place or leave in place any Christmas or other decorations that will be visible from the exterior of the Unit with the exception of the period between December 1 and January 31.
- Have a fresh cut Christmas tree in the Unit.

7.3 Interference

Owners and Residents are responsible for ensuring the use of their suite does not affect the enjoyment of other Owners and Residents their visitors or the common property.

7.3.1 Noise

Owners and Residents are to ensure that noise emanating from their suite does not affect others.

No instrument or other device shall be used within a Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of others.

Failure to comply may result in fines of $100 per instance.

7.3.2 Smoke

Owners and Residents are to ensure that smoke emanating from inside their suite does not affect others. Smoking refers to smoking of tobacco, cannabis, or vaping. Failure to comply may result in fines of $100 per instance.

Smoking is permitted on balconies and decks. Please be courteous to your neighbors as the smoke can enter nearby suites. If you smoke on your balcony or deck you must have a fire retardant receptacle filled with sand or water or face a fine. If your throw cigarette butts, matches, or other combustible material off the balcony or deck or out a window you may be given the maximum fine allowed.

7.3.3 Cooking Odours

Owners and Residents are to ensure that cooking odours emanating from their suite does not affect others. Failure to comply may result in fines of $50 per instance.

7.4 Balconies and Decks

Balconies and decks are exclusive use common property. They are privacy areas. The Owner is responsible for their maintenance.

Do not feed or harbour birds of any kind.

Do not push or sweep dust, dirt, leaves, snow, bird droppings or anything else off the balcony. Do not discard anything from the balcony.

Please keep your balconies clean and tidy. Clean up any flowers and leaves. Remove plants and weeds growing between pavers on decks.

Be careful to contain any run off water from watering plants and flowers.

Place only patio furniture of a balcony and secure it when not in use. Wind can blow items off the

balcony that are not secure.

8 Waste and Recycle

8.1 General

8.1.1 Provision of Services

Westmount Place provides waste removal and recycling services generally to the same level an owner of a single family dwelling would get from the City of Calgary. See also https://www.calgary.ca/UEP/WRS/Pages/Waste-and-Recycling-Services.aspx

Disposal of items or quantities that would not be picked up by the City of Calgary is the responsibility of the Owner or Resident. If these items are left on common property they may be disposed of by Westmount Place and all costs charged back to the Owner. Examples of items that may not be disposed of on common property or using the waste and recycle facilities are (partial listing):

- Furniture including mattresses
- Electronics
- Car parts
- Hazardous materials including paint, oil, propane tanks
- Appliances

8.1.2 Renovation Waste

Under no circumstances can renovation waste be put down the garbage chutes or use any of the Westmount Place waste and recycle services. Owners performing renovations must make separate arrangements for the removal and disposal of their waste materials. Where materials are put into the Westmount Place waste and recycle the renovation approval may be revoked and the contractor approval to work in Westmount Place revoked. Additional charges may be made for disposal of the items.

8.2 Waste

This is equivalent to the City black cart. Items ultimately end up in the landfill.

Floors 2 through 28 are equipped with a garbage chute. The chute ends at a compactor where the waste is compacted and put into a waste bin. The bin is emptied Monday, Wednesday and Friday except for Christmas Day and New Years Day.

Commercial suites without access to the garbage chutes may bag their waste and leave it in the cart in the loading dock. Likewise, bags too large to fit down the garbage chute may be left in the cart.

Generally it is expected waste will be bagged before putting down the chute in sturdy bags that will not result in loose items.

Heavy or glass items may not be put down the garbage chute.

Garbage chute hours are 8AM to 9PM as the noise can be an issue.

From time to time there are issues with the garbage chute/compactor/bins that require shutting down the garbage chutes until it is fixed. The doors to the garbage chutes have been equipped with locks so the chutes cannot be accessed until repaired. When you find the chute locked please retain your waste until the chute is repaired. Alternatively you can bring it to the loading dock and put it in the cart.

8.3 Recycle

Westmount Place provides single stream recycling equivalent to the City Blue cart. Items are ultimately processed and recycled.

A bin is left in the loading dock for disposal of recyclable materials. The bin is emptied Monday, Wednesday and Friday except for Christmas Day and New Years Day.

Only recyclable materials may be put in the bin. This is:

- Plastic bottles and containers
- Metal cans
- Paper cardboard, dairy and juice containers
- Paper
- Flattened cardboard and paperboard
- Glass bottles and jars
- Plastic bags when in a bundle. Single plastic bags are not allowed.

You may NOT put the following in the bin:

- Food waste
- Single plastic bags
- Polystyrene foam cups and containers

You may NOT take items out of the recycle bin.

Please do not overfill the bin as it makes a mess that has to be cleaned. Please flatten cardboard boxes so they take up less space and make room for more items in the bin. Please do not leave items on the floor of the loading dock area.

8.4 Composting

Westmount Place provides organics composting equivalent to the City Green cart. Items are ultimately turned into compost.

There are two small bins in the driveway immediately outside the loading dock for compostable materials. These are emptied weekly.

Westmount Place initially provided all suites with a plastic box to handle compostable materials. Compostable bags that fit the box are provided in the loading dock. Please put the compostable bag inside the plastic box and then put the compostable materials into the bag. When the bag is full (or

weekly whichever comes first) take the box with the bag and compostable materials down to the bins and deposit the bag into the bin. **DO NOT** remove the bag and take it down to the bin! The bags are designed to self-destruct and you may end up with a large mess in your suite or the building which you will be responsible for cleaning.

It is the Owners responsibility to replace the plastic box if needed. Westmount Place supplies compostable bags which only may be used in Westmount Place.

Items suitable for composting include:

- Sawdust and wood shavings
- Coffee grounds and tea bags
- Food preparation
- Fruits and vegetables
- Grains, nuts, flour
- Animal, fowl or fish waste including meat, bones and fat trimmings
- Cooking oils or grease
- Paper based containers that are food contaminated
- Used paper towels
- Waxed cardboard
- Wet or soiled newspaper, cardboard and paper products

Items NOT suitable for composting include:

- Cigarette butts
- Condiment packets
- Diapers
- Glass
- Grease trap material
- Hot or cold ashes
- Liquids
- Metal
- Milk or juice cartons
- Non-biodegradable bags
- Paper towels or rags soaked with cleaning solution
- Personal hygiene products
- Plastics / straws

- Polystyrene foam or Styrofoam
- Waxed paper

8.5 Clothing

A charity has left a clothing recycle container in the loading dock to collect clothing donations. Their criteria for donations is identified on the container.

The container is the property of the charity as are any items dropped into the container.

8.6 Spare Bin

Westmount Place has a spare bin for its use located outside the loading dock. This is not for the use of Owners or Residents.

8.7 Large Bin

From time to time (normally in the spring and fall) Westmount Place arranges for a large bin to be placed on the loading dock driveway for the use of Resident to dispose of large or bulky items that are not suitable for our normal waste handling equipment. Typically this will be over a weekend.

These bins are only suitable for items that could otherwise be taken to a landfill without further costs or handling charges. The City web site has information as to what is acceptable.

The following are **NOT** acceptable:

- Appliances
- Electronics/batteries
- Hazardous waste
- Paint or chemicals
- Car parts
- Mattresses

8.8 Abandoned Items

Items left on the common property without permission may be considered abandoned. Items on exclusive use common property that are not allowed may be considered abandoned. Items left in a storage locker may be considered abandoned when the storage locker fees are more than 30 days in arrears.

Abandoned items may be disposed of by Westmount Place without further notice. Where the source of the items can be determined the Owner or Resident may be charged the disposal costs.

9 Renovations and Repairs

9.1 Renovation Requests

9.1.1 Renovation Approvals

All suite renovations require an approved renovation request. The request form and detailed information on the Westmount Place renovation policies and requirements are available from Westmount Place. Failure to have an approved renovation request may result in:

- The Owner having to restore the suite to the original condition and,
- A fine of $100.00 per day until the Owner has obtained an approved renovation request and met all the identified requirements and,
- Westmount Place insurance will not cover a renovation that has not been approved.

A renovation request is not required for repairs where the repair fixes a failed item with a like item.

A renovation request is not required for an insurance rebuild where the rebuild is identical to what existed before the rebuild. When the rebuild exceeds what existed previously a renovation request is required.

Renovation requests are required for landscaping or decoration of balconies, decks or patio areas. Renovation requests are required for storage lockers installed in assigned parking stalls. Renovation requests are required for anything to do with the suite entry door(s). Renovation requests are required for any signage visible from outside the Unit.

Renovation requests and supporting documentation are to be submitted to the Property Manager who will coordinate approval with the Board.

Renovation requests will only be accepted from Owners.

When the renovation request is approved it will be returned to the Owner along with any requirements and conditions that are attached to the renovation. Most renovations will require payment of an Elevator Fee. The amount of the fee will be identified on the approved request. Owners must retain the approved renovation request in case it is requested in the future to prove the renovation was approved.

9.1.2 Approval Criteria

Westmount Place will review a renovation request:

- To verify there is no effect, or the effect is acceptable, on the common property and,
- To verify there will be no effect, or the effect is acceptable, on the property or enjoyment of other Owners and,
- To verify there will be no effect, or the effect is acceptable, on Westmount Place insurance including both the insurance provided by its insurance provider or its self-insurance and
- To verify there are no violation of the Bylaws

Westmount Place does not review for:

- Suitability for the intended purpose or any purpose or,
- Compliance with the building code although requests will be rejected that do not meet the building code or,
- Constructablility or reliability or
- Insurability under Westmount Place insurance. Betterments and improvements are not covered by Westmount Place insurance.

9.2 Contractor Approvals

All contractors doing renovations or repairs in Westmount Place must be approved. Appliance repair contractors do not need to be approved due to the very large number of different brands of appliances.

Approval requires the contractor to provide:

- A signed contractor agreement and,
- Proof of adequate insurance and,
- Proof of WCB coverage and,
- City of Calgary business license

Westmount Place approval does not state or imply a contractor is competent, or financially solvent, or charges fair rates, or is available.

Westmount Place maintains a list of approved contractors at the security desk.

9.3 Working Conditions

Working hours are from 8AM to 6PM Monday through Friday excluding weekends and holidays unless other hours are specifically approved by the Board. Approval for other hours in residential suites will normally not be granted unless there is a specific benefit to Westmount Place. Elevators may not be booked for weekends or holidays.

All contractors must sign in and out at the security desk every day they are working in the building.

All refuse must be hauled away by the contractor. Refuse must not be put down the garbage chute, in building bins, or left on common property. Westmount Place has no space to put a bin.

Contractors may not park in or otherwise use or enter the parkade. Contractors may not live in the suite when they are doing renovations.

The slabs (floor and ceiling) contain post tensioned cables. Drilling into the slabs is not allowed. Coring or cutting of slabs is not allowed.

9.4 Renovation Standards and Requirements

Please see the current information on renovation requirements which can be obtained from Westmount

Place.

Generally renovations should be done to the same or a higher standard than was used in the original construction.

Because of the unlimited nature of what could be requested in a renovation application, and the continual changes to building materials and construction standards, each approval/denial response will be tailored to the request.

9.4.1 Fire Resistant Construction

All construction must be to fire resistant standards.

9.4.2 Plumbing

All domestic water plumbing must be equipped with a functional working shutoff valve.

Plumbing must be metallic. Drain pipes may be XFR. Flexible water supply lines (for example to refrigerator, washer, toilets) must be flexible metallic or reinforced plastic. Plastic tubing is not allowed. Tubing under 0.5" is not allowed. Toilet supply lines must be equipped with a metal nut.

Connections may be soldered, screwed, or flanged. Compression fittings are not allowed. Saddle clamps are not allowed.

All replacement plumbing fixtures must be located in the same location as the one being replaced and must use the existing drain/sewer connections. Existing drain/sewer connections must be checked as to their condition and replaced if overly worn.

All toilets must be at least 6l/flush and must be pre-approved as to make and model.

Plumbing access doors must be functional and not be blocked.

Humidifiers with a permanent connection to a water line are not allowed. Humidifiers installed before November 2017 are grandfathered but must be maintained in good working order or else removed. Stand alone humidifiers that have to be manually filled are allowed.

9.4.3 Flooring

Flooring must be specifically approved. Hard flooring must be equipped with sound absorbing underlay.

Flooring must be installed floating.

9.4.4 Walls

Unit demising walls must be to an equivalent or better standard than originally constructed. This includes their fire rating and noise transmission.

All wet areas (for example bathrooms) must use water resistant gypsum wallboard.

9.4.5 Building Fire System

No modifications may be made to the building fire and smoke systems and no modifications may be made that will reduce their effectiveness. The devices may not be painted.

This specifically includes all devices tied into the building systems including heat sensors, speakers, pull stations, strobe lights and sprinklers.

The fresh air intake into the suite may not be modified or blocked. It is the supply of fresh air for occupants and part of the smoke control system in the event of a fire.

The exhaust ducts in the kitchen and bathrooms may not be blocked or used for any other purpose including removal of cooking odors.

9.4.6 Appliances

Gas kitchen appliances are not allowed.

Garburators are not allowed. Garburators installed before February 2018 are grandfathered but must be maintained in good working condition or else removed.

The kitchen stove/range hood fan must be of the recirculating type and cannot tie into the building exhaust system.

10 Security Access Devices

Westmount Place has an electronic access control system to limit access through controlled doors to those people who have an access device (aka fob). Controlled doors include some exterior doors, the parkade overhead doors, some amenity doors, some doors for exiting the foyer, some doors into the loading dock, doors into the parkade elevator lobbies, some mechanical room doors and per floor access in the elevators.

There are physically two types of access devices. One is a single button RF transmitter that only works with the parkade overhead door and the other is a small disk with an RFID chip that has a blue/violet insert and works with all the other door readers.

10.1 Policy and Procedures

All Owners must sign the Westmount Place Security Access Device Policy and Procedures Form. Only Owners can purchase fobs and, once purchased, they become the property of the Owner who is completely responsible for their use. Westmount Place controls registration of the fob within its security system as well as the access capabilities assigned to the Owner/fob.

10.1.1 Responsible Ownership

Owners are RESPONSIBLE for all security devices assigned to their Unit. Owners are LIABLE for all consequential damages from the use of a security access device assigned to their Unit. This includes damages to the building, consequences of illegal parking, access to parts of the building by unauthorized individuals and use of the amenities by unauthorized individuals.

Owners may at any time request the deactivation of a security access device assigned to their Unit. There is no charge for deactivation and the device may be reactivated on proof the Owner is still in possession at no charge.

At any time Westmount Place may request an Owner provide proof they are still in responsible possession of the fobs assigned to their Unit otherwise the fobs may be deactivated.

10.1.2 Fobs

Fobs are available for purchase with pricing depending on the access capabilities assigned. Owner fobs are for the use of the suite Owner. They provide access to the entry doors and amenities as well as the elevator to their floor(s). They are priced at $50 for the RFID fob and $100 for the RF fob. They may expire two years after last use.

Residential/Commercial Renter fobs are for the use of Renters where the Rental documents are in place. They have the same access as Owner fobs. They are priced at $45 for the RFID fob and $90 for the RF fob and may expire after one year since last use.

Commercial Employee fobs are for the use of employees of the Commercial Units that do not need parkade access. The provide access to the main floor entry doors, the amenities, and the elevators to their floor. They are priced at $35 for the RFID fobs and may expire one year after last use.

Parkade Renter fobs are for the use of people who are renting a parking stall but otherwise do not

reside or work in the building. The provide access to the main floor entry doors and the parkade. They are priced at $20 for the RFID fobs and $90 for the RF fob and may expire after 93 days after last use.

Contractor fobs are available for the use of contractors doing work in a Residential or Commercial Unit. They are restricted to the days, times and locations needed for access. Generally weekdays from 8AM to 6PM (9PM for Commercial Units). Access does not include the parkade or amenities and elevator access is restricted to the Unit floor. They are priced at $20 for the RFID fob and may expire 31 days after last use.

Expired fobs may be reactivated at no cost upon proof the Owner is still in possession and control of the fob.

Replacement fobs are available for lost, or damaged fobs at a cost of $20 for the RFID fobs and $80 for the RF fobs.

Fobs purchased from Westmount Place are warranted for 90 days. During that time defective fobs will be replaced at no cost if it is determined the fob hasn't been abused or tampered with. Westmount Place does not re-purchase fobs back from Owners.

10.1.3 Transfers

Fobs may be transferred from one Owner to another by use of the purchase form. There is no cost for the transfer however the new Owner will have to show they are in possession of the fob.

Within seven (7) days of the transfer of ownership of a Unit the new Owner must sign the Westmount Place Security Access Device Policy and Procedures Form and provide purchase forms for their fobs. The new Owner will have to show they are in possession of the fobs. After seven days the fobs will be deactivated if the required forms have not been provided.

10.2 Tracking

All use of the security access devices is tracked within the security system. The information tracked includes whether access was granted and, if not granted, the reason.

Many of the doors and the elevators also include cameras which are synchronized with the access system.

11 Other

11.1 Pets

Dogs, cats and other pets are not allowed in Westmount Place either as residents or guests per the Bylaws.

Bringing a pet into Westmount Place may result in a fine of $100.00 per day.

11.2 Christmas Trees

All Christmas trees must be artificial.

11.3 Front Driving Lane

Parking in the front driveway is limited to twenty (20) minutes duration and will be strictly enforced by security. Violators may be ticketed and/or towed. Repeat violators may be refused permission to use the front driveway.

Residents, and their guests, are reminded not to berate security staff for enforcing these rules.

11.4 Guest Parking

There is no guest parking available for vehicles. Bicycles may be parked in the racks provided by the City of Calgary on the sidewalk. Scooters may be left on the sidewalk.

11.5 Scooters

Scooters owned by Lime or Bird may not be parked on Westmount Place property. They may not be brought into the building.

11.6 Deliveries

11.6.1 Food and Courier Deliveries

Food and courier deliveries must be picked up at the security desk. Delivery people will not be allowed into the building past security.

11.6.2 Small Packages and Courier Deliveries

Security staff will accept delivery of small packages and courier packages on behalf of Residents where their signature is acceptable and there are no charges owing. By having packages left at the security desk the Resident has consented to be contacted by email (or telephone if Westmount Place has not been advised of an email address) to be advised of the delivery. Deliveries may be refused by Security for Residents who have not provided current contact information.

Security staff will not check the content of the package and will not check if the package or contents has been damaged. Westmount Place does not accept any liability for packages.

Packages are kept in an unsecured area until picked up by the Resident. Westmount Place assumes no liability for these package and does not guarantee they won't be lost or stolen.

Residents are expected to retrieve their packages in a timely fashion (within a day or two). Deliveries may be refused for Residents who do not pick up their packages in a timely fashion.

Deliveries may not be accepted unless the addressee is a Resident of Westmount Place.

Canada Post placed parcel delivery lockers located at the east end of the main floor hallway. This is owned by and maintained by Canada Post for parcels they deliver that don’t require a signature or have charges owing. They will leave a key in the suite mail box which can be used to access the locker with the parcel. Once the parcel is removed the key must be placed in the key return. The lockers also have a slot for outgoing letter mail.

11.6.3 Large Deliveries

Residents are expected to be present for the delivery of large items. Westmount Place has no space to store large items. Security may refuse delivery of large items when the Resident is not present.

11.7 Visitors

The entry doors to the front vestibule automatically lock at 10:30PM and unlock at 7:30AM. While locked a fob is required to unlock and open these doors.

When the doors are unlocked visitors may enter the foyer and proceed to the security desk. Commercial visitors can identify the business they are visiting and security will let them pass to the elevators which have free access to the commercial floors during business hours. Residential visitors can request security contact the Resident they are here to visit via telephone. If the Resident authorizes entry security will arrange for them to access the residential floor.

Outside of business hours, visitors to Commercial Units will follow the same procedure as for Residential Units.

When the vestibule doors are locked it is up to the discretion of security to allow the visitor into the foyer. Security also may be on patrol and not available. It is the responsibility of the visitor to contact the Resident and have the Resident either personally come to the foyer and escort their guest or to contact security and advise them to allow access. Security will not call a Resident.

Residents are solely responsible for the actions of their visitors and guests as well as any resulting damages.

12 Sanctions

The Bylaws and rules are important for us all to enjoy life at Westmount Place. While we expect everyone to abide sometimes it is necessary to enforce these rules via sanctions on offenders. These sanctions can range from notices or warnings to evictions.

All sanctions are imposed by the Board in accordance with the Act although notice and implementation of the sanction may involve the Property Manager, security staff, and legal counsel.

Any direct costs associated with imposing a sanction (for example legal or management fees) will be a charge against the Unit in addition to the sanction itself.

12.1 Notices

A warning notice will normally be provided for initial minor offenses. They will also be provided prior to imposing a fine. Where fines will be imposed on specific conditions (such as failure to remove a vehicle for parkade cleaning) the notice of intent to impose the fine shall be considered notice. The notice of intent can be considered this document or a specifically posted notice (see notices under communications in this document).

12.2 Revocation of Amenity Access

Amenity access is automatically revoked for assessments or fines that are more than 30 days past due.

Amenity access may be revoked for failure to comply with the rules for amenity use. First time offenders may have their access revoked for 3 months and second time offenders for 6 months. Additional time may be imposed by the Board for flagrant violations.

12.3 Fines

Fines may be assessed for Bylaw violations and require a Board resolution and notice. Within this document there are issues identified that may result in a fine and the nominal fine. The identified fine should be considered the minimum and higher fines may be assessed for flagrant or repeat violations.

Westmount Place Bylaws allow for fines ranging from $50.00 to $10,000.00. The Act and Regulations may limit the amount of a fine.

Fines may also be assessed for violation of a specific agreement between the Owner or Resident and Westmount Place where the agreement allows for assessment of a fine.

12.4 Eviction

Tenants may be evicted on a Board resolution for causing damage or contravening a Bylaw. The eviction is effective at the end of the following month notwithstanding anything in the Residential Tenancies Act or any agreement the Tenant has with their Landlord.

12.5 Revocation of Renovation Approval

Failure to meet the renovation approval requirements may result in revocation of the renovation approval.

12.6 Revocation of Contractor Approval

A contractor the violates the bylaws and rules of Westmount Place or the Contractor Agreement may have their approval to work in Westmount Place revoked. Contractors not approved to work in Westmount Place will not be allowed in the building.

12.7 Parking Tickets and Towing

Westmount Place has arrangements with the Calgary Parking Authority (CPA) for them to issue fines or tow vehicles that are improperly parked.

Each parking stall includes a stall number that is of a size and type suitable to the CPA. Do not obscure these numbers or the CPA may not remove or ticket a vehicle improperly parked in your stall.

12.8 Other Sanctions

The Board may decide to impose other sanctions for breaking rules or Bylaws.

12.9 Unpaid Assessments

An assessment against a Unit includes the fees assessed with respect to the annual budget, any special assessment and any charge back of direct costs. It does not include fines.

Where any assessment against a Unit goes unpaid for more than 30 days:

- Interest at the maximum rate permitted in law will be charged on the outstanding balance. Currently this is 18%.
- Amenity access will be revoked.
- The Owner may not vote in a Board election or on an ordinary resolution.
- The Owner may not be a member of the Board.
- Renovation requests may not be processed and approval not granted. Maintenance repairs are not affected.
- The foreclosure process will be started.
- Tenant rent may be directed to payment of the assessment.

13 Forms

The versions of the forms shown herein represents the version that was available at time of writing. The most current version of these forms is available from the Westmount Place web site, security or the Property Manager.

13.1 Intent To Rent

NOTICE OF INTENT TO RENT CONDOMINIUM UNIT or STALL

TO: CONDOMINIUM COPORATION NO. 8310969 (Westmount Place)

FROM: _____ _____
(Print Name of Unit Owner) (Suite and/or Parking Stall Number)

I, the undersigned Owner, notify the condominium corporation of my intention to lease, rent or make available the above suite and/or parking stall as follows:

Amount of Rent:_____ Start Date and Duration: _____

Owner's Address for service of any Notices given by the Corporation is:

_____

_____

I understand that it is a statutory condition of the tenancy, notwithstanding anything in the tenancy agreement, if any, that the persons residing in the unit shall not
(a) cause damage to the real or personal property of the Corporation or the common property, or
(b) contravene the by-laws.

I will provide the Tenant with a copy of the Westmount Place Bylaws and the Westmount Place Reference Manual before the tenancy begins. I will provide Westmount Place with a signed Renter Bylaw Acknowledgment Form prior to the tenancy beginning and the Tenants contact information and certificate of insurance within 20 days of occupancy. I understand that failure to provide the Renter Bylaw Acknowledgment Form may result in the Tenant being denied entry to the building and/or being evicted.

_____ _____
(Date) (Signature of Owner)

I am also providing notice to the Corporation that I have engaged a Property Manager to manage the property. The name and contact information for the Property Manager is as follows:

_____

_____

Form to be given to the Westmount Place Building Manager when completed.

Westmount Place Page 1 of 1 Feb 5, 2017

13.2 Renter Bylaw Acknowledgment

2014-05-13

Westmount Place

Renter Bylaw Acknowledgement Form

We, the undersigned, as rental or lease occupant(s) of suite #_____ and/or authorized users of parking stall(s) #_____ at Westmount Place Condominium Corporation 8310969 hereby acknowledge that we have read, understood, and agree to be bound by the following documents in their current version and any future revisions while we are renting or leasing at Westmount Place:

1. Province of Alberta, Condominium Property Act, RSA 2000 Chapter C-22
2. Westmount Place, By-Laws of Condominium Corporation 8310969
3. Westmount Place, Reference Manual, aka Rules and Regulations of Westmount Place

_____	_____	_____
Occupant - Print Name Legibly	Signature	Date
_____	_____	_____
Occupant - Print Name Legibly	Signature	Date
_____	_____	_____
Witness	Signature	Date

This form (requested under Bylaw 51(a)) shall be completed by ALL occupants (who have reached the age of 18 years) prior to obtaining access to Westmount Place or within seven (7) days from the date requested by Westmount Place Condominium Corporation or its agents.

Penalty for failure to provide a completed form may include denial of entry rights including moving in of furniture and/or the requirement to give up possession under section 54(1) of the Act.

The completed form shall be given to the Building Manager or left at the Westmount Place Security Desk and marked to the attention of the Building Manager. Use additional copies of the form if there are more than two Occupants.

13.3 Notice of Authorized Representative

NOTIFICATION OF AUTHORIZED REPRESENTATIVE

_____
[Insert Name of Corporation or Limited Liability Company]

(The Owner) as the registered title holder of Unit _____ on Condominium Plan 8310969, also
[Insert Unit Number]

known as Suite _____ 1100-8 AVE SW Calgary, hereby notifies Condominium Corporation
[Insert Suite Number]

Number 8310969, also known as Westmount Place, that _____

_____
[Insert Name(s) of Authorized Representative(s)]

are authorized to communicate and make legally binding commitments on behalf of The Owner to

Westmount Place. This Authority has been conferred on the Authorized Representative(s) by [Select]:

_____ A duly made and minuted Corporate Resolution or;

_____ A Delegation of Authority from a Corporate Officer acting within their authority.

This Authority is valid until cancelled in writing or title to the Unit is transferred and Westmount Place is advised in writing.

Corporate Seal:

Signed this day, _____
[Insert Date]

_____
[Signature]

_____
[Print Name] [Position]

January 20, 2017

13.4 Contractor Authorization Form



WESTMOUNT PLACE
Contractor Authorization Form

This form is for use by a contractor to obtain authorization to work in Westmount Place.			
CONTRACTOR NAME			
CONTRACTOR CELL PHONE			
CONTRACTOR WORK PHONE			
CITY BUSINESS LICENSE NUMBER (Attach copy)			EXPIRY DATE:
INSURANCE COMPANY NAME AND PHONE			
INSURANCE POLICY NUMBER (Attach copy)			EXPIRY DATE:
LIABILITY INSURANCE OF AT LEAST $2,000,000 IN PLACE?	YES / NO		
WORKERS' COMPENSATION BOARD (WCB) COVERAGE # (Attach copy)	(Required when contractor has employees)		EXPIRY DATE:
Are copies of the required documents provided?	YES / NO		
CONTRACTOR LICENSED FOR:	☐ Plumbing ☐ Heating ☐ HVAC ☐ Electrical ☐ Mechanical	☐ Drywall ☐ Painting ☐ Other _____ _____	

I hereby acknowledge and accept responsibility for any damage caused to any areas of Westmount Place because of work I authorize or carry out. In the event that damages occur, I will forward payment within 30 days of receipt of an invoice for repairs.
The owner is directly responsible to Westmount Place for any damage to common property. In the event of damage, it is the Owners responsibility to collect from the contractors/trades people.

I hereby agree to the terms and conditions outlined above:

CONTRACTOR Sign: _____Print Name _____ Date:_____

Manager Authorized: _____Print Name _____ Date: _____

E-mail copies of this completed form and copies of the three described documents
to the Building Manager

WP Contractor Authorization Form 2 Dated 2016-Nov-25

13.5 Renovation Request Form

WESTMOUNT PLACE
Condominium Corporation No. 8310969

Suite No. of Renovation	**RENOVATION REGISTRATION FORM** Prior to beginning your renovation, you must have reviewed the Westmount Place Renovation Policy and the Westmount Place Owner Renovation Information. This form must then be completed and authorized by the building manager and the board. All trades persons should also be provided a copy of the Renovation Policy.		
Owners Name(s):		RES: BUSINESS / CELL:	
Renovation Start Date:			
Completion Date:			
GENERAL CONTRACTOR:		Is contractor authorized at Westmount Place?	
		YES / NO	PHONE: CELL:
SUB-CONTRACTORS:		Is sub-contractor authorized at Westmount Place?	Phone Numbers
		YES / NO	
		YES / NO	
		YES / NO	
		YES / NO	

GENERAL CONTRACTOR MUST SUBMIT RENOVATION DETAIL FORM WITH DRAWINGS AND LIST OF MATERIALS TO BE USED.
COMPLETED: CONTRACTORS SIGNATURE: _____

I hereby acknowledge and accept responsibility for any damage caused to any areas of Westmount Place as a result of the suite renovation. In the event that damages occur, I will forward payment within 30 days of receipt of an invoice for repairs.
The owner is directly responsible to Westmount Place for any damage to the common property. In the event of damage, it is the Owners responsibility to collect from the trades people.

I read and agreed with all the terms and conditions outlined in this document and the Westmount Place Renovation Policy.

OWNERS Sign: _____Print Name _____ Date:_____

Manager Approved: _____Print Name _____ Date: _____

Board Approved: _____Print Name _____Date: _____
Authorized board member

WP Renovation Registration Form (1).docx

13.6 Security Access Device Policy and Procedures

Westmount Place Security Access Device Policy and Procedures

The following policies and procedures shall apply to all security access devices used with the Westmount Place (WP) security system:

1. Fobs can only be purchased by the Owner of the suite using the name registered on the title of the suite. If the Owner is a corporation the corporation must supply the Building Manager with a corporate resolution naming the individual(s) having the right to sign official documents and make committments with respect to the suite.
2. Security access devices purchased by an Owner become the property of the Owner. There are no refunds or returns of these security access devices. Defective devices will be replaced within 90 days of issue at no additional cost if it is determined the device has not been tampered with.
3. Owners shall correctly identify on the purchase form the Purpose for which the security access device will be used. The security access device shall only be used for this Purpose. Be aware that access will be limited within the security system depending on the requested Purpose.
4. Owners are RESPONSIBLE for all use of the security access device until deactivated. Owners are LIABLE for all consequential damages from the use of the security access device. This includes damages to the building, consequences of illegal parking, access to parts of the building by unauthorized individuals, use of amenities by unauthorized individuals.
5. Owners may request at any time the deactivation of a security access device in writing. There will be no charge for deactivation. Deactivation will take place within two days of request.
6. Security access devices may be transferred from one Owner to another at no charge. The new Owner shall provide a new security access device purchase form and the device to the security desk for re-assignment.
7. All security access devices will be deactivated seven days after the sale of the suite to which they are assigned. It is the responsibility of the previous Owner to identify the closing date for the sale to the WP Security Desk and Building Manager. It is the responsibility of the new Owner to either purchase new security access devices or transfer the previous Owner's devices within the seven days.
8. Security access devices may have their Purpose changed for an amount equivalent to the difference in cost. There is no charge for downgrades or deactivation.
9. Security access devices may be replaced by providing a valid device number and presenting the device to security. Replacement cost is $20.00 for keyring style fobs and $80.00 for parkade overhead door style and the old device will be deleted from the system.
10. Westmount Place may at any time ask that security access devices be presented to Westmount Place security for confirmation of their ownership status.
11. Security access devices not in active use may be deactivated by Westmount Place until their ownership can be confirmed. Active use is defined as two years for Owners, one year for residential renters and commercial employees and three months for parkade renters.

I understand and agree to the Westmount Place Security Access Device Policy and Procedures and the Security Access Device Purchase Agreement(s) as the Owner or Authorized Representative of a Corporate Owner (Notification of Authorized Representative must be current).

_____	_____	_____
Signature	**Print Name and Suite Number**	**Date**

January 30, 2017

13.7 Security Access Device Purchase

WESTMOUNT PLACE: Security Access Device Purchase Agreement

(Keyring Style: Not For Parkade Overhead Door)

SECURITY ACCESS DEVICES CAN ONLY BE SOLD TO THE SUITE OWNER WHO IS SOLELY RESPONSIBLE FOR THEIR DISTRIBUTION AND USE

Owner Name: _____ Suite Number: _____
(Owners name as identified on the title)

Purpose:
(The Access Rights and Renewal Period Depend on the Identified Purpose)

Adjust the "Price Each" column if any of the following apply: Changes to the Ownership of an existing device are free. Changes to the Purpose of an existing device the difference in price. Replacement devices are $20.00 per device. Replaced device number(s) must be supplied and the device(s) will be deleted from the system.

Quantity	Purpose	Price Each	Total
	Owner	$50.00	
	Residential/Commercial Renter*	$45.00	
	Commercial Employee (no parkade access)	$35.00	
	Parkade Renter* (parkade and front doors only)	$20.00	
	TOTAL (Cheque Payable To Westmount Place)		

* Intent to Rent and Renter Bylaw Acknowledgement forms must be current

Device Number(s) issued by security (use reverse if more space needed):

_____

Device Number(s) of replaced devices (use reverse if more space needed):

_____

I understand and agree to the Westmount Place Security Access Device Policy and Procedures and the Security Access Device Purchase Agreement as the Owner or Authorized Representative of a Corporate Owner (Notification of Authorized Representative must be current).

_____ _____ _____
Signature **Print Name** **Date**

March 11, 2018

13.8 Security Access Device Purchase OH

WESTMOUNT PLACE: Security Access Device Purchase Agreement

(RF Style: Only For Parkade Overhead Door)

SECURITY ACCESS DEVICES CAN ONLY BE SOLD TO THE SUITE OWNER WHO IS SOLELY RESPONSIBLE FOR THEIR DISTRIBUTION AND USE

Owner Name: _____ Suite Number: _____
(Owners name as identified on the title)

Purpose:
(The Access Rights and Renewal Period Depend on the Identified Purpose)

Adjust the "Price Each" column if any of the following apply: Changes to the Ownership of an existing device are free. Changes to the Purpose of an existing device are the difference in price. Replacement devices are $80.00 per device. Replaced device number(s) must be supplied and the device(s) will be deleted from the system.

Quantity	Purpose	Price Each	Total
	Owner	$100.00	
	Residential/Commercial Renter*	$90.00	
	Parkade Renter*	$90.00	
	TOTAL (Cheque Payable To Westmount Place)		

* Intent to Rent and Renter Bylaw Acknowledgement forms must be current

Device Number(s) issued by security (use reverse if more space needed):

_____

Device Number(s) of replaced devices (use reverse if more space needed):

_____

I understand and agree to the Westmount Place Security Access Device Policy and Procedures and the Security Access Device Purchase Agreement as the Owner or Authorized Representative of a Corporate Owner (Notification of Authorized Representative must be current).

_____ _____ _____
Signature **Print Name** **Date**

May 6, 2018