VOGUE POLICY/PROCEDURE

Revised: June 15th, 2018

SCHEDULE A - RENOVATION FORM

SCHEDULE B - TENANT UNDERTAKING

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1.0 BY-LAW VIOLATIONS

1.1 PURPOSE

To promote the effective education and communication of the by-laws and by-law infractions. As you read through these regulations, please understand that they are written and enforced for your protection as well as for the protection of quality of life for all your neighbors in Vogue.

1.2 POLICY

1.2.1 Parkade Walkthrough

The Building Operator is responsible to tour the parkade daily and to inform residents of any by-law violations.

(Examples – items left in parking stalls – bikes, tires, garbage, etc.)

- a) An email should be sent to the unit Owner to inform the resident of the by-law infraction along with a deadline to remove the items from the stall.
- b) If there is no email address for the resident a by-law violation ticket should be left on the vehicle.

If the resident does not comply by the deadline the Building Operator will escalate the by-law infraction to the Condominium Manager who will send a formal letter and fine.

1.2.2 Residential Hallways

The Head Concierge is responsible to tour the residential hallways daily to inform residents of any by-law violations.

(Examples – wreaths, mats, shoes etc. in the hallways)

- a) An email should be sent to the unit Owner to inform the resident of the by-law infraction along with a deadline to remove the items from the hallway.
- b) If there is no email address for the resident a by-law violation ticket should be left under the door of the unit.

If the resident does not comply by the deadline the Building Operator or Head Concierge will escalate the by-law infraction to the Condominium Manager who will send a formal letter and fine.

1.2.3 Condominium Manager

The Condominium Manager will bring any outstanding violations to the attention of the Board when residents are non-compliant.

2.0 SMOKING

2.1 PURPOSE

To provide a smoke-free environment for all Residents.

2.2 POLICY

Residents are not permitted to smoke anywhere on the Common Property, which includes hallways and balconies. A Resident shall not throw cigarette butts, matches or other smoking or combustible materials out of windows, over balconies, or on Common Property.

Regardless of what a Resident does within their own unit, if smoke or odor is produced, a Resident shall ensure any smoke is restricted from entering adjoining premises, including hallways, other units or common property. This includes, but is not limited to, cigarettes, cigars, cannabis or vaping.

Vogue units share a common HVAC system, so smoke will travel to neighbouring units. In order to be respectful of your neighbours, it is advised that Residents smoke off site, a minimum of 5 meters away from the building. There are many parks in the neighbourhood that allow for this use.

2.3 PENALTIES

Owners, Tenants or their guests found smoking on the Common Property will be fined a minimum of \$250. Further offences will result in escalated fines.

3.0 NOISE CONTROL

3.1 PURPOSE

To maintain a quiet environment for all Residents to enjoy equally.

3.2 POLICY

All Residents must be respectful of their surrounding neighbours. Loud noises or vibrations that interfere with an individuals' right to quiet between the hours of 8:00pm and 10:00am are prohibited. This includes but is not limited to renovations, construction work, loud music, pet sounds, loud talking, excessive vibrations from speakers, etc. This policy applies to any Resident or their guest, and covers every area of the property, whether private or common area.

3.3 PENALTIES

A minimum fine of \$200.

4.0 OWNER RENOVATION / CONSTRUCTION REGULATIONS

4.1 PURPOSE

This policy is in place to ensure that our condominium is a pleasant place for all of us during renovation or construction in Owners' suites.

The purpose of these regulations is to:

- Provide you with information about the steps required for a renovation or construction in your suite
- Prevent unreasonable disturbance to other residents
- Establish smooth working relationships among many parties you, your contractors, Vogue staff, your neighbor-owners and your Condominium Corporation.

4.2 POLICY

All Owners who are arranging for renovations or construction in their suite must follow the regulations set out below.

4.3 **REGULATIONS**

4.3.1 As You Plan Your Renovations

a) Obtain Approval from Condo Board of Directors:

<u>Complete and submit a Condominium Unit Renovation Approval Request Form (Schedule A) to the Condominium Manager.</u>

b) Submit drawings and specifications to the Board:

As part of the Condominium Unit Renovation Approval Request Form, you are required to submit construction drawings and specifications for all components of the proposed work to the Board of Directors and obtain their approval before proceeding. All drawings must bear the stamp of a professional Engineer or Architect.

In addition, you will need to identify all permanent apparatus and equipment to be located within the unit, which may set up vibrations or cause noise transfers.

Flooring materials and their installation methods must be submitted to the Board for approval. This is to insure the use of appropriate insulation and isolation materials that will restrict noise transmissions to adjacent suites. No purchase of flooring materials or installation of materials should take place until you have received Board approval. Substitutes for the flooring originally submitted will be subject to re-approval. The installed flooring must have an IIC rating of 67 or higher.

The Owner acknowledges and accepts that renovations to their suite may void any or all warranty provided.

c) Obtain Permits:

As the Owner, your responsibility is to <u>obtain and post all necessary permits and</u> approvals from the City of Calgary or to ensure that your contractor does this in

<u>your name</u> prior to commencing any work. The Condominium Corporation requires a copy of the building permits before you proceed.

If the renovation does not require a permit, then you must <u>provide written</u> <u>confirmation to the Board that a permit is not required</u>. Here is a link that may help you at http://www.calgary.ca/PDA/pd/Pages/Permits/carl-building-development-permit-search.aspx?redirect=/pda/pd/pages/permits/building-permits/building-permits-brochures.aspx

d) Possible review of submission by an external consultant

Because the Board meets once per month, approval for renovations can take up to a month depending upon date of receipt of the renovation application.

The Board may require an examination of your submission by a consulting Architect or Engineer. This review would be at your cost and is to ensure that planned equipment and installation is good practice that complies with building codes and does not interfere with the original intent of the designs for the common property.

e) Provide notice and obtain approval for construction work in the structural concrete or into other suites

As part of the planning process, you and your contractor will need to provide notice and obtain approvals for construction work that requires removal or relocation of items that penetrate the structural concrete or into the plenum or ceiling of the unit below:

- Provide notice to the Board and to the unit Owners being affected that workers will have to access their unit to provide protection of their unit's ceiling system from damage and debris
- Obtain approval from the Owners of affected suite
- Obtain approval from the Building Operator

4.3.2 Once You Receive Written Approval To Proceed

a) Provide a list of contractors and names of supervisors Provide copies of contractor insurance and license (if different than those submitted in the initial Request)

Prior to construction work or delivery of materials, you are required to provide a list of contractors for each trade or independent contractor. The list must also include the names of the supervisors in charge of the work.

Forward the list to: reception@barclaystreet.com

In addition, each of your contractors, including all subcontractors, must provide copies of:

- Contractor's liability insurance
- Workers compensation number
- City license

b) Provide advance notice of dates and times that the work is scheduled

Owners of units having construction work done are required to notify the Building Operator in advance of the intended dates and times that construction or other trades will be at their unit. Notice must be given at least 24 hours before their arrival.

c) Ensure that contractors have advance contact with Building Operator

All contractors and trades must contact the Building Operator prior to commencing the renovation. They will be provided with information about our requirements for working in the building and will asked to list the number of people under their supervision on the site.

4.3.3 When Renovations Actually Begin

As an Owner undertaking a renovation or construction, please understand that you are responsible for ensuring that your workers follow all regulations and by-laws of Vogue. Please post these regulations in your suite during renovations and provide a copy to all your contractors. A summary sheet of contractor regulations for posting is attached. These practices are to be in place every day that work is being done in your unit.

a) Parking for contractors

There is no on-site parking available for contractors. Please check with the Vogue staff for parking locations off the property. It is intended that contractors use the loading bay to drop off materials and then park off the property.

b) Sign in and sign out for contractors

All trades people are to sign in and out of the building and are restricted to the area in which they are carrying out their work.

All Owners or trades must inform the Vogue staff about the departure of a sub trade and about all persons that they are calling to the site that were not part of the original "Sign In."

c) Transporting, setting up and storing tools and equipment

All tools and materials must be transported directly from the vehicle bringing the materials and tools to the unit where the work is taking place.

The common area corridors are not to be used as a storage or assembly areas for construction objects. All equipment and supplies must be stored directly in the unit being renovated.

All trades must provide appropriate protection for common area flooring and walls when moving large materials that require dollies or two or more people to transport the object.

d) Delivery of material

The elevator must be booked in advance and protective blankets installed before any delivery of material is accepted. The front desk requires 24 hours' notice to book and prepare elevators for large deliveries.

Deliveries will be accepted between the hours of 8:30am and 4:30pm Monday through Friday only. No deliveries will be accepted on evenings, weekends or statutory holidays.

e) Hours of Work

Construction will be done Monday through Friday between the hours of 8:30am and 5:00pm only.

The last hour is considered clean up time with no construction noise between 4:00 pm to 5:00 pm. Any and all work that creates structure-born noise (i.e. jack hammering, drilling, ram setting etc.) is restricted to the hours between 10:00am and 4:00pm.

No construction will be done on weekends or statutory holidays without written permission from the Board.

f) Garbage removal and clean up

All trades must use a wheeled garbage cart to remove debris and must vacuum and clean their path on completion of the workday. Contractor's construction debris must be hauled off the property through the Contractor's own resources.

All garbage bins and chutes in the building and the loading dock are for residential domestic garbage only. No renovation /construction debris shall not be deposited in these bins or chutes or left in in any common area (*e.g.* hallways, lobby, garbage bins/room, etc.).

Contractors are to take particular care when working in the structural cement that the plenum is clean and free of any materials and metal objects used in construction.

g) Safety and Security

Use of solvents, lacquers or any hazardous chemicals is prohibited.

Vogue is a NO SMOKING building. Anyone smoking in the common property will be asked to leave.

At the end of each workday, all exterior doors and windows will be locked shut and the unit will be secured.

h) Air Filter Change

All air filters to the suite should be changed at the completion of construction.

4.4 PENALTIES

Penalties for failing to comply with the renovation policy will be based on the severity of the offence and solely at the Board's discretion.

5.0 RESIDENTIAL & VISITOR PARKING

5.1 PURPOSE

To manage visitor parking in a manner that is fair for all and to prevent abuse of residential or visitor parking by frequent guests, overnight guests, and residents and tenants who need extra parking.

5.2 POLICY

No titled parking stall may be used by, rented to, or sold to a non-resident of the building.

Each unit may sign out a maximum of 3 parking passes per month.

Each pass is valid for a maximum of 24 hours.

Regular use of the Visitor Parking is strictly prohibited.

Visitor Parking is for periodic guests, not for use by any Residents or Tenants at any time.

5.3 REGISTRATION

Visitor Parking is on a first come, first serve basis only.

Visitors must sign out a parking pass at the Concierge front desk upon arrival.

Visitor Passes must be clearly displayed in vehicle at all times. No Exceptions.

Resident's suite #, stall #, license plate # and contact # must be provided.

If your guest arrives after hours, then ensure they have signed in and have a pass within an hour of the Concierge's arrival the following day.

5.4 PENALTIES

Residents who rent or sell their stall to a non-resident of the building will be fined a \$250 fee.

Residents parked in visitor parking will be fined a \$100 fee and towed at Owner's risk and expense. Vehicle information is monitored and recorded every day.

Residents are responsible for calling Calgary Parking Authority themselves at 403-537-7100 to have an unauthorized vehicle ticketed or towed from their titled stall. Residents will be required to provide documentation that the parking stall is registered to the unit (i.e. copy of your lease, or title). Neither management nor the Board of Directors can issue tickets or tow vehicles on a resident's behalf.

ALL regulations listed on signage posted in the parkades are enforced and without further notice.

6.0 IN-SUITE FILTER CHANGES

6.1 PURPOSE

Building maintenance is of utmost importance to all Residents and Owners of Vogue. The purpose of this policy is to communicate the cost of extra filter changes to residents over and above the annual filter change provided for in the operating budget of Vogue.

6.2 POLICY

Suite Owners can request more frequent changes of filters within their suites.

COST: \$25.00 per unit heater per filter change

PAYMENT: by cheque to Vogue CC# 1710503 dropped off at the Concierge desk or added to the monthly withdraw.

The building operator will contact residents to arrange a time to change the filters.

7.0 MOVE-INS & MOVE-OUTS

7.1 PURPOSE

To limit wear and tear on the common property and to assist with the costs to repair/maintain the common property.

7.2 POLICY

All moves or deliveries into or out of the building must be scheduled in advance with Concierge or Condominium Manager at conciergevogue@gmail.com before confirmation of a date and time with a moving or delivery truck to ensure availability of the loading dock and elevator.

- 72 hours' written (email) notice of an impending move is required.
- Pads will be hung on the elevator and the key will be used to lock the elevator on the required floor.
- The reservation of a single elevator, for one move at a time, will be no longer than 3 hours each. This will maintain regular elevator access for all other residents/guests.
- Large-scale moves may be scheduled any day of the week between the hours of 9:00 am to 5:00 pm.
- Moves of 1 item may be scheduled during Concierge hours, on weekdays from 8:00 am to 8:00 pm and weekends from 10:00 am to 4:00 pm. Moves must be completed within these hours so the loading bay gate is closed and locked for security reasons

PAYMENT:

First Resident

- There is no charge for the initial resident of a suite to move-in.
- This initial resident may book the elevator, up-to three times, within 30 days from the first booking, to book for deliveries of new furniture, or to complete their move.
- There is a \$200 fee for the move out of the initial resident, no exceptions.

Second Resident and all Subsequent Residents

- All subsequent residents to the initial resident will be charged \$200 per move-in fee.
- There is a \$200 fee per move-out.

Payable by cheque to Vogue CC# 1710503 and dropped off at the Concierge desk or added to the monthly withdraw.

Please note: The move in and out fee does not apply to fully furnished suites.

7.3 PENALTY

Residents moving in or out without following the above policy are subject to a minimum fine of \$500 and damages will be charged back to the offending unit. This may be increased at the Board's discretion based on the severity or frequency of the incident(s).

8.0 BICYCLE STORAGE

8.1 PURPOSE

To effectively and fairly manage bicycles in the building and to reduce wear and tear on the elevators and common areas.

8.2 POLICY

RESTRICTED AREAS

Bicycles are not permitted in the elevators, lobby areas, suite balconies and all residential floors.

Bicycles must enter and exit their bike storage area using the back entrance near the loading bay, main parkade overhead door entry. Residents may pass through stairwells with their bikes.

STORAGE AND CLEAN UP

Bicycles are to be stored on the racks in the parkade or the storage unit located on levels 2, 3, 4 and 5 of the building. Residents, Owners or guests are not permitted to store their bikes on parkade floors or in storage cages.

Periodically, the Owners will be notified that they must stop by the Concierge desk and tag their bike. Untagged bikes will be cleared away on the designated day. This will prevent a buildup of abandoned bicycles.

8.3 PENALTIES

Residents, guest of residents / Owners, and Owners, found transporting their bicycles in the restricted area will be fined a minimum of \$100.

9.0 PARKADE CLEANING

9.1 PURPOSE

To effectively and fairly manage the parking area to keep it clean from debris left from the winter season.

9.2 POLICY

All vehicles must vacate their parking stall prior to the scheduled parkade cleaning. There shall not be any items left in the parking stalls.

9.3 PENALTIES

Any items left in the parking stall may be removed and disposed of, and any cost associated with the disposed item will be charged-back to the Owner. Note that only vehicles should be stored in the stall.

Additionally, a fine of \$100 will be charged to the Owner of the parking stall.

9.4 DAMAGES

Any damages caused to your vehicle or personal items that were not removed from the parkade will be the Owner's responsibility. The Corporation, Management Company, Contractor are not held responsible for any damages caused to the parked vehicle or personal items.

10.0 TENANT UNDERTAKING

10.1 PURPOSE

To provide clarity to the rental process and ensure that all Owners renting their Unit(s) are doing so in accordance with all By-Laws and the Condominium Property Act.

10.2 POLICY

To provide guidelines for responsible tenants to live in the community without conflict.

10.3 FORMS

All Owners are required to <u>provide a completed Tenant Undertaking Form found in Schedule B</u> prior to renting their unit, in accordance with the Condominium Property Act and the Bylaws of Vogue.

Names and government issued photo identification must be provided for all persons over the age of eighteen (18) residing in the unit and names of any minor residents must also be disclosed.

10.4 INFORMATION

The Board may require an additional level of disclosure, including references, tenant insurance, criminal record and credit checks at their discretion.

10.5 PENALTIES

Failure on the part of an Owner to disclose this information and provide proper documentation after thirty (30) days will result in a minimum monetary sanction of \$1,000 levied against the Owner's account.

11.0 SHORT TERM RENTALS

11.1 PURPOSE

To provide clarity to the rental process and ensure that all Owners renting their Unit(s) are doing so in accordance with all By-Laws and the Condominium Property Act. To increase the safety of the residents.

11.2 POLICY

To provide guidelines for responsible tenants to live in the community without conflict.

Advertising and/or leasing a unit for less than 30 days is strictly prohibited. This includes an Owner renting directly to a Tenant, through a management company, or any third party company such as AirBnb, VRBO, Expedia, Kayak.com, hotels.com, Orbitz.com, O'Stays, etc.

11.3 PENALTIES

Violations will be fined a minimum of \$2500. An advertisement is a violation.

12.0 PETS

12.1 PURPOSE

To allow pets to live in harmony within the Vogue community.

12.2 POLICY

The following conditions must be met in order to have a pet at Vogue:

The resident has read and will abide by the By-Laws as they pertain to pets including, without limitation, the size and nuisance provisions contained therein as stated in the By-Laws, Use and Occupancy Restrictions.

A maximum of 1 pet per unit is allowed.

Pet(s) shall not be allowed on the Common Property unless it is on a leash or carried and in the care, custody and control of a responsible person. Any droppings or accidents will be cleaned up immediately.

Pets are not permitted to defecate or urinate on balconies, common property, landscaping, etc. due to sanitary and odour concerns.

The Owner will pay immediately for any damage done to the common property, units or persons at or around the project.

The pet must not be noxious or noisy, or unreasonably disturb or interfere with the rights of the other Occupants, and the Owner will assume full responsibility for any complaint of noise, nuisance or defecation respecting the pet. No pet(s) shall be tied, leashed or tethered to a unit's deck or balcony and left unattended by the Owner or care giver.

The resident and Owner will indemnify and save harmless the condominium corporation and owners from and against any damages, claims, losses or liability in respect of the pet.

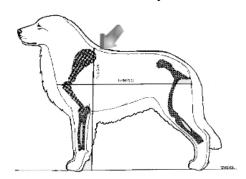
In the event the Condominium Manager receives one or more complaints about the pet

being a nuisance to other Owners or occupants at the project, and after reasonable inquiry, the Board, in its sole and unfettered discretion, concurs with the complainant, notification of same may be given to us, on terms set by the Board, to remove the pet permanently from the Unit. Any failure to abide by this notification shall constitute a breach of the By-Laws.

The pet as an adult must be less than 15" at the shoulder/withers and under 30lbs. Verification of height and weight from a licensed Veterinarian may be required.

12.3 FORMS

Pet owners must submit a <u>Pet Approval Form in Schedule C</u> and receive approval prior to a pet entering the premises.



12.4 PENALTIES

Minimum Amount: \$300 minimum.

Failure to submit a pet registration may result in the Board giving notice that the pet be removed on seven (7) days' notice.

13.0 SHOPPING CARTS

13.1 PURPOSE

To provide shopping carts to aid those requiring transport of items to their units.

13.2 POLICY

Shopping carts are kept on each level of the parkade as labelled. They are to be promptly returned after use.

13.3 PENALTIES

Failure to promptly return the carts after use, misuse of or damage to the shopping carts will result in a fine of \$250 and damages.

14.0 INSURANCE

14.1 PURPOSE

To provide instructions of the requirements for Owner and tenant insurance in the Vogue.

14.2 POLICY

No residents shall cause damage to the shared or personal property of their neighbors or the corporation.

Owners are responsible for carrying their own insurance covering their personal property & unit contents including movable appliances, furniture, personal belongings etc. plus all betterments & improvements including any basement developments. They are encouraged to carry an All-Risk Condominium Homeowner' Policy with additional

coverage for such risks as personal public liability, contingent insurance, loss assessment and any other liabilities for which they may be responsible as set out in the By-Laws. Owners should contact a qualified Insurance Agent or Broker for more specific information.

Residents are prohibited from leaving a unit vacant or unattended to in excess of three (3) days without inspection by the Owner or his/her agent at least two times per week while vacant or unattended.

In the event that a claim is made under the Corporation's insurance policy, the Corporation may recover the deductible portion of the claim from the Owner if the Board at its sole discretion determines that the Owner is responsible for the loss or damage that gave rise to the claim. This ceiling does not apply to tenants who could be liable for the entirety of the damage.

15.0 FOBS, STAIRWELL KEYS & INTERCOMS

15.1 PURPOSE

To provide ease of building access and preserve the safety of Owners, tenants, visitors and staff.

15.2 POLICY

The standard number of FOBs issued to a unit is three (Two regular FOBs and one parking garage Clicker/FOB combo).

Requests for <u>one additional regular FOB</u> are to be directed to the Concierge who is authorized to issue one (1) additional regular FOB upon request and payment of \$50. Only Owners or Owners Agents are permitted to request an additional FOB. Tenants must have the Owner request.

Property Managers can request one (1) extra FOB per company, for a unit(s) they manage, and pay \$150. These FOBs will automatically be deactivated after one year and can be renewed by upon repayment of \$150 and proof of actively managing a unit(s).

Lost or stolen FOBS must be immediately reported to Concierge for de-activation. There are no refunds for unwanted FOBS. FOBS can be donated back to the Condo Corp. Realtors must use one of the Owner's FOBs.

An additional stairwell key can be requested by the Owner and subject to Board Approval, a formal request must be made, with a reason why.

Formal requests by the Owner to the Board via e-mail to <u>reception@barclaystreet.com</u> need to state the following:

Owners name and suite number

Reason for request (e.g. loss, theft)

Number of FOBs/keys needed.

Requests will then be forwarded to the Board for approval.

Intercoms; Residents are to provide a contact name and phone number (North American) to Concierge (*e.g.* 403, 587 and sometimes 780) if they want to be added to the buildings' intercom system.

15.3 PENALTIES

A non-refundable fee will be charged to the Owner for the replacement of a key. Individual costs for each are as follows:

Garage remote – \$100

FOB - \$50

16.0 SECURITY

16.1 PURPOSE

To ensure the safety of residents, visitors, staff and prevent the trespassing of potential outside perpetrators.

16.2 POLICY

If a resident changes the lock on their door, they are required to inform property management of this change and provide a copy of the new suite key to Concierge.

All who enter or exit the building must ensure that the front door, back door or garage door which they passed through shuts completely. If a resident witnesses a suspicious person entering the building, they are required to call 911 report an intrusion.

16.3 PENALTIES

Fines may be issued at the Board discretion starting at \$250. Damages may also be assessed to the offending unit owner.

17.0 STORAGE

17.1 PURPOSE

To inform residents as to how to make proper use of their storage cages.

17.2 POLICY

If an Owner's parking stall has a storage cage, it is located on the wall facing the Owner's parking stall. Locks for storage cages are not provided to residents.

The storage of propane tanks, dangerous chemicals, cleaners or hazardous waste is prohibited. Residents may not store an item or a sum of items that exceed a weight of 250 lbs.

Owners are permitted to remove their cage. The Owner must dispose of it properly off site. Vogue's garbage bins are not to be used. If at a later time, an Owner receives permission from the Board to reinstall a cage, the specifications in Schedule D must be met.

18.0 HOLIDAY DECORATIONS

18.1 PURPOSE

To ensure decorations do not damage the appearance of the property, pose a safety risk, or increase insurance premiums for the corporation.

18.2 POLICY

The following guidelines are to be observed by residents:

Due to the potential fire hazard, natural trees that have been cut from their roots are banned within private and common areas. This includes natural evergreen trees, branches and boughs inside a unit and on patios or balconies. Sap and needles from live trees can also clog up the elevator jambs, resulting in costly repairs.

Temporary holiday decorations must be taken down within 30 days of the holiday.

Use only artificial, flame-resistant trees. When transporting the tree, you must ensure that it is protected to maintain the integrity of the building.

Lights must be CSA approved. Please check all lights for broken or cracked sockets, frayed or bare wires or loose connections. Refrain from using damaged lights.

Never use lighted candles on or near a tree.

Turn off all lights before going to bed or leaving the unit.

19.0 PERSONAL SIGNAGE

19.1 PURPOSE

To preserve the appearance and design of the common areas and exterior of the property.

19.2 POLICY

The placement of any kind of signage, advertising or displays is not permitted anywhere on the common property or on or about any unit that would make the sign visible from the outside the building or inside of the common areas.

Exercise classes and social events signage are permitted. Such requests must be formally submitted by e-mail sent to conciergevogue@gmail.com.

20.0 COMMERCIAL STOREFRONT SIGNAGE

20.1 PURPOSE

To preserve the appearance and design of the exterior of the property.

20.2 POLICY

Retail signage on the commercial units is permitted after Board approval. Only individual block letter signs that are illuminated are permitted. Large signs on backgrounds or boxes are prohibited. See Schedule E for examples.

21.0 BALCONY & PATIO AREAS

21.1 PURPOSE

To preserve the safety, cleanliness and appearance of the building exterior.

21.2 POLICY

Balconies are part of the Common Property. For safety and appearance reasons, only seasonal furniture, BBQs, potted plants, and flowers are permitted in these areas. Any other decorations are subject to the prior approval of the Board, which may also specify and limit the nature and extent of use or uses of such areas. Neither the balcony/decks nor the area underneath them are not to be used as storage areas, and residents are responsible for maintaining these areas in a clean and slightly condition, free of debris, garbage, clutter, larger furniture items and pet feces. Smoking is prohibited on balconies as per policy.

Gas and electric BBQs are only permitted on a unit's rear balcony/deck, and must be positioned in such a manner that they will not damage the building envelope or the balcony/deck surface and/or railings. Regardless of the weather, BBQs should not be used inside.

22.0 RECREATION ROOM & YOGA STUDIO

22.1 PURPOSE

To ensure safe use of fitness equipment and space by all residents.

22.2 POLICY

The recreation room/yoga studio is provided for the use and enjoyment of Residents of the Building at their own risk. No public use.

- Anyone using the recreation room/yoga studio must be accompanied by a Resident of the Building at all times.
- Children under the age of 16 are not permitted to be left unattended and must be supervised by an adult at all times.
- No person under the age of 16 is permitted to use the equipment (benches, bicycles, treadmills, ellipticals, and multi-gym).
- Keep noise to a minimum when using the recreation room/yoga studio, be considerate of the others. See Policy 2.

- Treat the recreation/yoga rooms and equipment as you would your own. The care and upkeep of this facility is the responsibility of all Residents of the Corporation.
- Please wipe down the exercise equipment when you are finished. Disinfectant and paper towels are provided for your use. Extra paper towels are also available in the washrooms.
- Share. When it is busy, please limit your time on equipment to 30 minutes.
- No additional equipment or furniture may be placed in the recreation room/yoga studio without prior written consent from management.
- Advise management immediately of any equipment breakdowns or malfunctions.
- Follow all posted regulations regarding the use of the equipment.
- Free weights are strictly prohibited in the recreation room in order to respect the peace and quiet other Owners.
- The recreation room hours are 7AM-10PM, with the last entry being at 9:30PM.

23.0 SKY LOUNGE & BOARDROOM POLICY

23.1 PURPOSE

To make the utilization of the Sky Lounge & Boardroom fair for all Residents and their guests.

23.2 POLICY

Residents and guests may enjoy the use of the boardroom and Sky Lounge by appointment only.

Bookings can be requested for hours between 9:00 a.m. and 11:30 p.m.

- 1. Reservations must be made by contacting the Concierge via email conciergevogue@gmail.com or at the front desk to arrange a private booking.
- 2. Tenants wishing to utilize the room must have prior written consent from the Owner of the Unit (or their agent) they are residing in on their Tenant Undertaking Form (Schedule B). No request will be granted to Tenants unless this form is sent to our offices prior to the date of the booking.
- 3. All requests to book the boardroom or Sky Lounge will be subject to a \$250 refundable booking deposit. Please make the cheque payable to Vogue Condominium Corporation No. 1710503 and submit it with this form to the Concierge. This will be refunded once we have verified that the premises are left clean and in the same state they were found in.
- 4. Any damages occurring due to misuse by the Tenant will be deducted from the \$250 booking deposit or billed back to the Owner.
- 5. Requested dates are subject to availability and are granted on a first come, first serve basis.
- 6. Absolutely no outside stereos or portable sound systems are permitted in the Sky Lounge or Boardroom; only the TV speakers may be used. (There are music channels available with the cable package.)
- 7. Keys are to be picked up during regular Concierge hours only.
- 8. Fine Schedule:
 - a) Verbal warning and possible fine.

- b) The \$250 booking deposit forfeited, loss of use of the amenities for any period of time to be determined by the Board of Directors, possible fine in addition.
- c) The \$250 booking deposit forfeited, loss of use of the amenities for an extended period of time to be determined by the Board of Directors, and an additional fine to be determined by the Board.

23.2 PENALTIES

Any damages will be deducted from the booking deposit or billed back to the Unit Owner. It is your responsibility to ensure that noise is contained within the room. Unauthorized use will result is a minimum fine of \$250.

Fine Schedule:

- 1. Verbal warning and possible fine.
- 2. Deposit forfeited, loss of use of the amenities for any period of time to be determined by the Board of Directors, possible fine in addition.
- 3. Deposited forfeited, loss of use of the amenities for an extended period of time to be determined by the Board of Directors, and an additional fine to be determined by the Board.

24.0 USE & OCCUPANCY RESTRICTIONS

24.1 PURPOSE

The restrictions in the occupancy and use of the condominium as detailed in the By-Laws of the Corporation are designed to:

Provide for the health and safety of the residents.

Maintain the common property and the units in such a manner as to preserve property values.

Provide for the peace, comfort and convenience of the Owners and residents.

Develop a sense of community.

24.2 POLICY

A residential unit may only be used as a single family dwelling for a maximum of four (4) persons at any given time; and cannot be used in whole or in part for any commercial or professional purposes except in relation to a "home occupation" as defined in relevant City of Calgary By-Laws, with the prior written approval of the Board of Directors.

Short-term, or Airbnb, leasing of Owner units is not permitted. Advertising short term leases of less than 30 days, or any advertisement that could be reasonably interpreted as such, is in direct violation of this policy.

24.3 PENALTIES

A minimum fine of \$2,500.

25.0 WASTE DISPOSAL

25.1 PURPOSE

To ensure the proper use of the building's waste disposal resources and preserve the cleanliness of the garbage room.

25.2 POLICY

The building maintains a convenient Garage Room located on the ground level for the disposal of normal household garbage, trash and recyclables. Garbage chutes are located on floors 9 to 35 of the building. Residents are to observe the following guidelines when using the garbage chute:

All garbage must be securely bagged in non-drip garbage bags before depositing into the trash chute.

Do not insert objects which are bigger than the opening of the chute as they will clog the passage.

Heavy items such as concrete, lumber, tiles, etc. should never be thrown down the trash chute.

Pet trash (sand, litter, paper, etc.) must be wrapped with extra care in plastic bags and taken to the garbage room and disposed of in the garbage bin. Pet trash may not be passed through trash chute.

Large items and electronics are to be disposed of off-site.

Do not dispose of hazardous materials in the communal garbage bins. This includes antifreeze, batteries, brake fluid, chemical strippers, chlorine bleach, contact cement, drain cleaners, old paint cans and fire extinguishers. These must be disposed of at designated fire stations located throughout the city.

Please only use the garbage chute between the hours of 7:00 am and 10:00 pm to avoid noise disturbances to residents.

Neither the City of Calgary nor the Recycling contractors will remove and dispose of bulk items such as discarded household furnishing, appliances, packing crates, renovation debris, etc. Residents are responsible for removing such items from the premises at their own initiative and expense. Items in "useable" condition can sometimes be donated to local charitable organizations which provide a free pick-up service. Alternately, the use of a private contractor may be required. Residents failing to act accordingly will be subject to a monetary sanction for the disposal of prohibited items and any charges relating to pick up and/or delivery of such items.

Residents are expected to help maintain the interior of the Utility Garage by cleaning up after themselves in the event they accidently spill garbage, break glass etc.

Note that there is surveillance in the room that is constantly monitored for the health and safety of all Residents.

All recyclable waste must be taken to the garbage room and disposed of in the blue recycling bins.

Composting bins and certified composting bags may be purchased for your suite at places such as Canadian Tire, Walmart, Home Depot, etc. All compost will need to be placed

inside certified compostable bags or wrapped in newspaper before putting inside the green bin. Please note that compost is **not** to be disposed of down the garbage chutes. Residents can walk down and use the specific bins located inside the garbage room.

ACCEPTED BLUE BIN	EXCLUDED BLUE BIN MATERIALS		
MATERIALS INCLUDE:	INCLUDE:		
 Plastic containers with recycling symbols 1-7 Plastic bags and plastic wrap Newspapers and paper inserts Catalogues and Magazines Paper, all types Cardboard Telephone books and paperback books Shredded paper (bagged in clear bags) Clean metal food and beverage cans Metal lids and caps Clean aluminum foil, plates and containers Glass (separate bin may be provided) 	 Styrofoam (polystyrene) of all types Organic materials Building materials and construction waste House-ware including: dishes, frying pans, wire coat hangers, mirrors, light bulbs, etc. Garbage and all items in dark colour garbage bags 		
ACCEPTED GREEN BIN	EXCLUDED GREEN BIN MATERIALS		
MATERIALS INCLUDE:	INCLUDE:		
 Plate scrapings, leftovers Vegetable and fruit trimmings (stickers removed) Meat, dairy, eggs, bones Cooking oil, lard, shortening, grease, etc. Compostable plate ware, utensils Coffee grounds, coffee filters, tea bags Food-soiled paper towels, napkins, tissues 	 No plastic, oxo-biodegradable or biodegradable bags. If using a bag, only use certified compostable bags No diapers, wipes or sanitary products No food or beverage packaging No plastic plates or cutlery No fruit or vegetable stickers No dryer lint or vacuum dirt No wax paper or butcher's paper 		

25.3 PENALTIES

A minimum fine of \$250.

Condominium Unit Renovation Approval Request Form

SECTION 1 (to be completed by the Unit C	Owner)			
Date: Condominiun Unit Owner's Email Addres				Unit Number: Phone Number: ()
Interior	ect (please check all that apply ge of Flooring ge of Plumbing ge to Electrical ge of Gas Lines (please provide additional de		se provid	e details on page 2):	;
InstallChange	ge/Replacement of Window{s lation of new or additional ver ge to landscaping (please provide additional der	nting	or{s)		
Please provid and attach/sta	e additional details (If more reple):	oom is	required	please continue on a	a separate sheet
Initials					
	I confirm I have read the Co that may be in place for the		•	•	ictive Covenants
	I confirm I understand my of Laws and any Restrictive Comy Unit.	_			
Will you be h	oleting this work yourself? iring a Contractor? initial the following:	Yes Yes	No No		
I1	have obtained their Liability I have obtained a WCB Clearar understand that if the trade is	nce Cer	tificate f	or the trade.	policy. I as the

Owner of the Unit, and not the Condominium, am fully responsible for the health and safety of the trades I hire and they do not have the Condominium's permission to be

on site and will be denied any access to common areas.

 I have ensured they a Certified Trade.
 I have attached/sent the required processing fee payment of \$75.00 + GST (\$78.75), made payable to Vogue CC# 1710503
(Please Note: applications will not be processed without payment in full at the time
this form is submitted.)

Notes and Additional Terms:

- To ensure your request is able to be reviewed in a timely manner, please ensure all areas are completed; uncompleted areas will delay your request's review and/or approval. Normal review and response time is 14 business days from the date your fully completed form is received.
- Approval of your request is not to be assumed. Your request is only confirmed as approved upon written confirmation from Barclay Street Real Estate Ltd Inc. (on behalf of your Board of Directors).
- As the Owner of the Unit you are liable for all related costs to the processing of your request form, as well as any and all work carried out in relation to the work as indicated on this form and as may arise.
- Neither the Condominium, nor Barclay Street Real Estate Ltd Inc., accepts any liability related to the approval or denial of the request, or related in any manner to the work requested and/or to be completed.
- The Owner acknowledges and accepts that renovations to their suite may void any or all warranty provided.
- All work will be done in a professional manner, and all unused materials or refuse will be properly disposed of off-site by the Owner or their trade, at the Unit Owner's cost.
- The Unit Owner assumes all liability for their trade(s) and their performance.
- Any and all approved work must be completed between the hours of 8am and 6pm, Monday to Friday, or Saturday and Sunday between the hours of 9am and 4pm.
- Requested work in conflict with the Condominiums By-Laws: Where any requested work is in direct conflict with the Condominiums By-Laws, no approval will be considered. The Condominium By-Laws are legally binding upon all Owners and cannot be changed without a 75% in favor resolution of the Owners.
- Permits must be obtained as required by the local planning and development office, and all associated costs are the responsibility of the Unit Owner.
- All work to be completed must meet the Alberta Building Code and all related requirements.

- The costs of all related materials and/or time incurred to process this request form will be borne by the Unit Owner, including but not limited to: professional fees, permits, drawings, long distance phone calls, etc.
- Any provided approvals may be withdrawn at any time by the Condominium's Board of Directors, with proper notice and reason.
- If your submitted request is denied, and you wish to reapply, a new form must be completed in full and resubmitted including a new processing fee payment.
- If the request is approved, the Unit Owner is required to keep the approved request form on file for future reference. The Unit Owner is also responsible to provide the approved request form to any new Owner for their reference and future use.

form to any new Owner for their reference and future use.
Section 2 (to be completed by the Property Management) Property Manager: Approval Request Review Date: Processing Fee Received: Condominium By-Laws:
Does the request conflict with the Condominium By-Laws?
What sections of the Condominium By-Laws were reviewed?
Approval Recommended:
If no, reason:
Signature:

SCHEDULE B - TENANT UNDERTAKING

UNDERTAKING BY TENANT(S) TO ABIDE BY CONDOMINIUM BY-LAWS VOGUE CONDOMINIUM CORPORATION NO.: 1710503

(S.53, Alberta Condominium Property Act, RSA 2000, c. C-22, as amended) *All areas must be completed. Please submit with a \$10.00 processing fee.

UNIT #:I/WE the Tenant	(s):	
Telephone: Home:	Work:	
Email:		
Telephone: Home:	Work:	
Email:		
of said Bylaws and agree to abide by the specified above and do jointly and several (lease) comply with the provisions of the far as they affect me as tenant and occupant.	licies and Bylaws of the condominium corporation and harhem. I have agreed with the Owner of this condominium ally covenant with you that I shall at all times during the per le Alberta Condominium Property Act, as amended from the pier of the condominium unit, and the provisions of the bylopted from time to time in so far as they affect me as tena	n unit to rent it as riod of my tenancy time to time, in so aws, and the rules
Parking Stall Make of Veh	icle Year Color License	
Our monthly rent is \$	<u> </u>	
agreement, if any that the person(s) resid	utory condition of the tenancy, notwithstanding anything in ling or visiting in the unit shall not: sonal property of the corporation or the common property,	•
I hereby permit my Tenant to be able to any all consequences and damages:	reserve and use the Sky Lounge and Boardroom, accepting	ng full liability for
Yes		
No		
IN WITNESS WHEREOF THE PARTI	ES HERETO HAVE EXECUTED THESE PRESENTS	
this day of	, 20	
OWNER(s):	TENANT(s):	
	- <u> </u>	-
		-

Send completed forms to:
Barclay Street Real Estate Ltd Inc.
200, 407 – 8th Street SW Calgary, Alberta T2P 1E5
Email: reception@barclaystreet.com

Office Use Only	
Entered on	
Received fee	

SCHEDULE C - VOGUE PET APPROVAL FORM

Having your pet reside at your unit requires prior approval of the Board and subsequent compliance with all relevant regulations and by-laws on a sustained basis as specifically stated in the condominium by-laws. It is the pet owner's responsibility to be fully informed of the current by-laws. This includes, but not limited to, that an Owner shall not keep or allow any animal, reptile, livestock, fowl or pet of any kind, at any time, to be in his unit or on the common property without specific Board approval in writing. The Board may arbitrarily withhold approval and may, if given, withdraw approval at any time on seven (7) days' notice to that effect. All pets approved must be hand leashed and kept under control at all times. Any municipal by-laws in effect in the City of Calgary with regards to animals at any point in time shall have effect within the common property and municipal officers are hereby authorized and are permitted to enforce City by-laws on the common property.

I have attached/sent the required processing fee payment of \$50.00 + GST (\$52.50), made payable to Barclay Street Real Estate Ltd Inc. (Please Note: applications will not be processed without payment in full at the time this form is submitted.)

Your agreement to maintain the following rules and regulations regarding your pet will allow other residents the right to quiet enjoyment of the Complex:

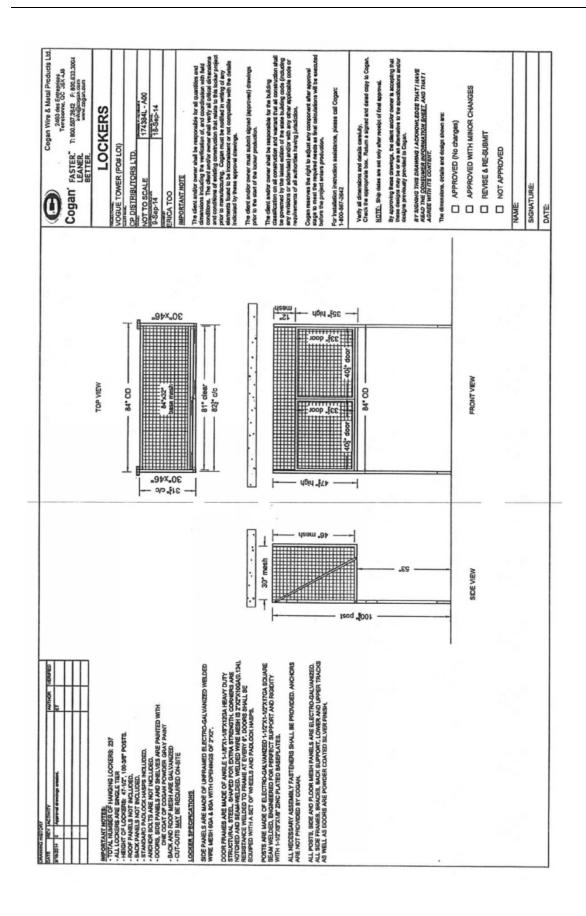
- All pets must be licensed (City of Calgary by-law 23M89, Sec 6(a) \$250 fine).
- All droppings must be picked up immediately when you walk your pet (City of Calgary by-law 23M89, sec 4(c) \$100 fine).
- Pets must be on a leash less than six (6) feet in length at all times, and must not run at large (City of Calgary by-law 23M89, sec 3 \$100 fine and will be seized and sent to the pound).
- Excessive barking will be treated as a noise complaint (City of Calgary by-law 23M89, sec 3 \$100 fine).
- Pets must be confined inside the unit or enclosed area and not allowed to wander at large (City of Calgary by-law 23M89, sec 164 (3) \$50 fine).
- Pets are not allowed to be tied or loose on patios or balconies for long periods of time.
- Pets must be taken off the condominium property for walks to minimize damage.
- Pets are not allowed to wander on common areas. They must also be leashed or hand held when outside the unit.
- Cat litter and dog feces must be disposed of in a tied plastic bag and placed directly in the garbage to avoid odour.

•	Owners will	be responsible for	any and all damage	caused by their pet(s)

Iabove rules and regulations per understand that failure to comp	rtaining to my pet(s) lis	of Condominium Plan sted below and agree to abide by the f pet privileges.	
Resident Signature		Date	
Board Member Signature		Date	
Has your pet ever been the sub	ject of a legal action /	complaint in relation to its behavio	r?
Yes No			

Type of Pet	Breed	Pet Name	License #	Picture Attached

SCHEDULE D - STORAGE CAGE SPECIFICATIONS



SCHEDULE E – COMMERCIAL STOREFRONT SIGNAGE EXAMPLES

EXAMPLES OF SIGNAGE THAT IS PERMITTED



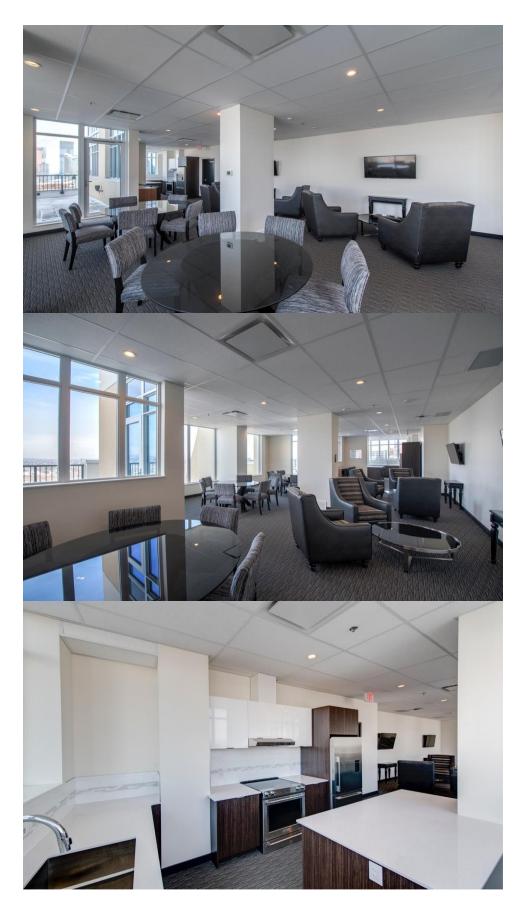


EXAMPLES OF SIGNAGE THAT IS NOT PERMITTED



SCHEDULE F - AMENITY ROOM BOOKING FORM

Any individual(s) wishing to use the Amenity Room must abide by the following rules (please initial next to each item to confirm that you have understood the requirements):
1. Residents and guests may enjoy the use of the boardroom and Sky Lounge by
appointment only.
Bookings can be requested for hours between 9:00 a.m. and 11:30 p.m.
2. Reservations must be made by contacting the Concierge via email
<u>conciergevogue@gmail.com</u> or at the front desk to arrange a private booking.
3. Tenants wishing to utilize the room must have prior written consent from the
Owner of the Unit (or their agent) they are residing in on their Tenant Undertaking Form
(Schedule B). No request will be granted to Tenants unless this form is sent to our offices
prior to the date of the booking.
4. All requests to book the boardroom or Sky Lounge will be subject to a \$250
refundable booking deposit. Please make the cheque payable to Vogue Condominium
Corporation No. 1710503 and submit it with this form to the Concierge. This will be
refunded once we have verified that the premises are left clean and in the same state they
were found in.
5. Any damages occurring due to misuse by the Tenant will be deducted from the
\$250 booking deposit or billed back to the Owner.
6. Requested dates are subject to availability and are granted on a first come, first
serve basis.
7 Keys are to be picked up during regular Concierge hours only.
8. Absolutely no outside stereos or portable sound systems are permitted in the Sky
Lounge or Boardroom; only the TV speakers may be used. (There are music channels
available with the cable package.)
9. Fine Schedule:
a) Verbal warning and possible fine.
b) The \$250 booking deposit forfeited, loss of use of the amenities for any period of time to
be determined by the Board of Directors, possible fine in addition.
c) The \$250 booking deposit forfeited, loss of use of the amenities for an extended period of
time to be determined by the Board of Directors, and an additional fine to be determined by
the Board.
I hereby declare that I have read and understand all of the rules relating to the Amenities Room
and its use at Vogue and have submitted the \$250 booking deposit along with this form.
Applicant Name and Unit # Applicant Signature
Applicant Name and Omt # Applicant Signature
Date
For Office Use Only:
Date FOB given:
Date deposit paid:
Date and time of booking:
Date deposit refunded:



Is the area left in the state it was found in – referencing above photos? (Clean, undamaged, all items put back in place, etc. This includes no bottles on the floor in the garbage room and bathrooms cleaned.) If not, please provide detailed explanation of all deficiencies below:

SCHEDULE G - PARKADE SECURITY

There has been a continued security concern over the past few months at the Vogue. Many Residents continue to allow others to tailgate and/or not wait for the garage door to close behind them upon entry into the parkade. This results in a security concern and has resulted in altercations amongst Guests/Residents.

- o Schedule G is an additional Amendment to the Rules and Regulations date June 15, 2018.
- O Signage has been installed on the parkade wall stating "STOP! PLEASE WAIT FOR THE DOOR TO COMPLETELY CLOSE BEHIND YOU." The Board of Directors is emphasizing the importance of waiting and monitoring the doors as they close (note it is only approximately a seven second wait for the parkade door to close).
- o For any Resident caught tailgating or not waiting for the parkade door to close upon entry or exiting the parkade or not waiting for the overhead door to close before proceeding, the following policy will be enacted:
 - Bylaw Rules & Regulation infraction letter and fine beginning at \$250; and
 - Further violations will be at increased infraction fines.

These policies are put into place to improve the security of the building. **They will not be effective unless all residents do their part.** Please wait the extra minute or two to ensure the garage door has closed and no one has entered. Don't allow someone you don't know into the building after you. Ensure that doors are locked and secure behind you after you enter.

We ask that residents remain watchful and alert, and to report any illegal activity to the Calgary Police Service immediately, at either:

- 911 for emergencies or crimes in progress (i.e. unauthorized person still in the building)
- 403-266-1234 for non-emergencies or to report previous crimes.
- **Note: You cannot submit a Police report online** because it is considered a "break and enter" when someone gains unauthorized access to the building, prior to committing any theft.