



# OWNERS GUIDE

**11811 Lake Fraser Drive SE  
Calgary, Alberta**

**Condominium Corporation No.  
0614475**

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

## CONDOMINIUM TERMINOLOGY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **CONDOMINIUM CORPORATION**

Gateway South Centre is a Condominium Corporation consisting of five hundred residential Units. The Condominium Corporation Number as registered at land titles is 0614475. The civic address of the building is 11811 Lake Fraser Drive SE, Calgary, Alberta.

### ***PROPERTY MANAGMENT***

Gateway South Centre  
11811 Lake Fraser Dr. SE  
Calgary, AB  
T2J 7J1  
Phone: 403-200-1422

### ***GENERAL MANAGER***

Wanda Hogg  
Email: [gm@gatewaysouthcentre.com](mailto:gm@gatewaysouthcentre.com)  
Main: 403-200-1422

*Appointments with the General Manager can be made through the Community Administrator*

### ***COMMUNITY ADMINISTRATOR***

Heather Alfke  
Email: [admin@gatewaysouthcentre.com](mailto:admin@gatewaysouthcentre.com)  
Phone: 403-200-1422

*Please note that direct lines are not monitored outside of office hours.*

### ***Condominium Fee Inquiries***

Email: [admin@gatewaysouthcentre.com](mailto:admin@gatewaysouthcentre.com)

### ***Condominium Fee Arrears***

Email: [admin@gatewaysouthcentre.com](mailto:admin@gatewaysouthcentre.com)

**If you require after hours assistance for an Emergency, please call the Community Administrators line at 403-200-1422 and follow the prompts.**

**An emergency is defined as a fire, flood, a security concern or loss of essential services. Please do not use after hours service if you are locked out of your Unit or want to book facilities.**

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

## **COMMUNITY ADMINISTRATOR**

The Community Administrator can be reached by email at **admin@gatewaysouthcentre.com** or by phone at 403-200-1422 (during the site office hours as per the below schedule:

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
<b>10:00am – 4:00pm</b>	<b>12:30pm – 6:30pm</b>	<b>12:30pm – 6:30pm</b>	<b>12:30pm – 6:30pm</b>	<b>10:00am – 4:00pm</b>	<b>Closed</b>	<b>Closed</b>

## **CORPORATION WEBSITE**

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

**[www.gatewaysouthcentre.com](http://www.gatewaysouthcentre.com)**

## **IMPORTANT FORMS & DOCUMENTS**

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

- **Pet Policy & Application**
- **Pre-Authorized Debit Form**
- **Resident Information Record**
- **Tenant Undertaking Agreement**

Condominium Corporation documents are available for purchase via **[www.condopapers.com](http://www.condopapers.com)**. A Certificate of Insurance is available to download at no cost from the same.

## **BOARD OF DIRECTORS**

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

If you would like to send correspondence to the Board of Directors please use the '*Contact Us*' option on the Corporation website or [condoboard@gatewaysouthcentre.com](mailto:condoboard@gatewaysouthcentre.com)

## **EMERGENCIES**

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

1. Call the Fire Department or dial 911.
2. Immediately evacuate the building and leave the doorways clear for the Fire Department.
3. Notify the Fire Department of any objects or people obstructing the evacuation or of any people requiring assistance.
4. Remain outside until instructed by the Fire Department that it is safe to return to the building.
5. Note: Mats left outside Unit doors are considered a tripping and fire hazard and must be kept in your Unit.

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

1. DO NOT TOUCH OR MOVE THE OBJECT
2. Notify the Police immediately by calling 911
3. Explain the situation and identify the location of the object
4. Until the Police arrive, instruct others to stay away from the area

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

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

## **INSURANCE**

Clause 105 of the Bylaws of the Corporation states:

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

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

Additionally, if owner negligence (whether intentional or unintentional) causes damage to a Unit and/or common property, the Corporation may seek compensation from the applicable Unit owner.

The Corporation may choose to seek compensation for all associated costs or recovery of the Corporations insurance deductible, should the loss result in a claim being filed by the Corporation.

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

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

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

## **IN UNIT RENOVATIONS**

Prior to undertaking renovations or alterations in a Unit, a Renovation Form must be provided, and approval confirmed. This is in accordance with Clause 113 of the Bylaws of the Corporation; this Clause should be referenced in full by an Owner when planning renovation work.

The Renovation form is available on the condo website [gatewaysouthcentre.com](http://gatewaysouthcentre.com) or at the Administration Office.

## **FIRE SAFETY SYSTEM**

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

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

Annual inspection of the in-unit smoke detectors is undertaken by the Corporation as the smoke detectors are hardwired. To complete this inspection residents are provided with adequate notice and pursuant to Clause 106 of the Bylaws of the Corporation, entry by the Corporation is mandatory.

## **SERVING NOTICES ON THE CORPORATION**

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

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

## CONDOMINIUM FEES

The fiscal year for the Corporation is January 1<sup>st</sup> to December 31<sup>st</sup>. Condominium fees are calculated in accordance with the projected annual operating budget.

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

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

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

If you wish to set up pre-authorized debit for your Condominium fees, you should provide a completed copy of the "Pre-Authorization Payment" form (PAD). If you do not have a copy of this form and wish to obtain one, please go to the website at [gatewaysouthcentre.com](http://gatewaysouthcentre.com) documents > forms or contact the administration office at [admin@gatewaysouthcentre.com](mailto:admin@gatewaysouthcentre.com)

If your pre-authorized debit is returned NSF, an additional \$50.00 penalty charge will be applied to your Unit. Further, debit of the outstanding fees cannot be re-attempted without written authorization from the Owner. Any outstanding amount as a result of an NSF payment will remain in arrears until Building Management is notified in writing to re-attempt payment or alternative arrangements are made.

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

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

## ARREARS

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

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

### ***The Board Adopted Policy for Arrears is as follows:***

- **If a Unit is 30 days in arrears, one written notice will be sent to the Owner.**
- If a Unit remains in arrears following written notice, the Unit is subject to an immediate Caveat (registered at land titles against the Unit) and a fine of \$1,250.00
- If a Unit remains in arrears at 90 days, the file will be turned over to legal counsel for collection. All legal costs associated with collection, in addition to the arrears, are the responsibility of the Owner.

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

## MAILBOXES

The mailboxes are located in two mail rooms; one is off the main entrance and the other is off the south entrance.

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

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

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

## **KEYS/FOBS \*UPDATED\***

The building is not on a master key system and the Management does not have individual Unit keys. If you lose the key for your Unit, you must retain the services of a locksmith as it is considered an Owners responsibility.

If you need to obtain a new key fob or garage door opener you must download the order form which is available online. This form must then be provided to the onsite resident manager who will facilitate the order request during office hours.

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

If a key fob has been lost, notify the Administration Office. It will then be deleted from the system.

## **RENTAL UNITS**

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

- A signed and complete Owner/Tenant Information form must be provided to the Community Administrator

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

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

If you have decided to rent your Unit and require a copy of the Owner/Tenant Information, a copy is available on the Corporation website at [www.gatewaysouthcentre.com](http://www.gatewaysouthcentre.com)

## NOISE DISTURBANCES

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

These incidents should be reported in writing to the Administration Office, the **following business day** so that the offending Unit can be put on notice and a record of the incident can be kept on file. Please include Police File Number.

If you wish to issue a complaint against another Unit for a disturbance that does not require Police attendance (ie: barking dog) you must provide the complaint in writing to the office of the Community Administrator's office. **Prior to this please qualify the exact source of the noise**; the noise may or may not be coming from the Unit you initially believe it to be from as noise can travel across/down hallways and between floors. If you are comfortable in approaching the resident of the applicable Unit in a polite manner to discuss the noise disturbance to see if it can be resolved, you can do so. If you are not comfortable approaching the resident, please ensure the written complaint provided to Community Manager includes the date and time(s) in which the disturbance occurred as well as any other relevant information.

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

**\*NEW\***

## OFFENSIVE ODOURS / SMOKING

While there are odours all around us there are some that are extreme & cause health issues for some. It is asked that these odours be kept within the confines of your unit. Odours must not intrude onto another's property or interfere with another's enjoyment of their property. These odours may escape from a balcony or under doors into hallways. If you experience such odours contact the Administration Office.

Offensive odours may be, but are not limited to, cigarette / marijuana smoke, heavily spiced food.

**Please note that pursuant to Clause 55 of the Bylaws of the Corporation, a sanction can be imposed on an Owner or Occupant who fails to comply with the Bylaws; where a monetary sanction is imposed for the first time in 2 or more years, the sanction imposed shall be between \$200 (\$500 for Corporations) and \$1000.**

**If Police attendance is required at a Unit a fine in the amount of \$1,000.00 shall be levied against the Unit. There is zero tolerance for a noise disturbance that is in such excess it required Police attendance. Where Police are called, the incident should be reported in writing to the Manager with the corresponding Police file number provided.**

***Please be considerate and respectful of others when going about daily household chores or engaging in activities that could cause excessive noise (watching TV, playing music etc). It is important to remember that your neighbour is ONLY A WALL AWAY.***

## **BYLAW INFRACTION WARNINGS & FINES**

### ***Warnings***

Any Owner or Occupant that contravenes the Bylaws of the Corporation, specifically Appendix A, Clauses 1 – 38, shall be provided with one warning, whether verbal or written. Following this, should the infraction continue, a fine will be levied against the corresponding Unit.

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

## ***Fines***

**Clause 55, c of the Bylaws of the Corporation states:**

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

- (i) where monetary sanctions are imposed upon an Owner or Occupant for the first time in 2 or more years, the sanction imposed shall be between \$200 (\$500 for the Corporations) and \$1000;**
- (ii) where monetary sanctions are imposed upon an Owner or Occupant for the second time in less than 2 years, the sanction imposed shall be between \$200 (\$500 for the Corporations) and \$5000; and**
- (iii) where monetary sanctions are imposed upon an Owner or Occupant for the third time in less than 2 years, the sanction imposed shall be between \$200 (\$500 for the Corporations) and \$10,000.**

***In accordance with Section 55, c), (i) - (iii) of the Bylaws of the Corporation, the Board has adopted the following policy for monetary sanctions against Units in violation.***

<b>CATEGORY</b>	<b>Guideline</b>	<b>First Sanction</b>	<b>Second Sanction</b>	<b>Third Sanction</b>
Arrears	Caveat is registered against title of the Unit for any outstanding amount due to the Corporation at sixty days + in arrears.	<b>\$1,250.00</b>	Sent to Legal for Collection	
Bylaw Contraventions	Including but not limited to excessive noise, pet negligence, storage on balconies, common property damage	<b>\$250.00 + damages if applicable</b>	<b>\$350.00 + damages if applicable</b>	<b>\$500.00 + damages if applicable</b>
Visitor Parking Violations	Full time/part time residents parking in the Visitor Parking or visitor vehicle not registered as per signage request.	<b>\$200.00</b>	<b>Vehicle will be towed</b>	
Police Attendance	Attendance at premises for any contravention of the Bylaws specifically but not limited to noise disturbance	<b>\$1,000.00 + damages if applicable</b>		
Failure to Book Elevator	Elevator key is required for any move in/out requiring use of the elevator	<b>\$750.00 + damages if applicable</b>		
Cigarette Butts Thrown on Common Property	Zero tolerance	<b>\$1000.00 + damages if applicable</b>		

When a fine is issued, an invoice outlining the fine is mailed to the Owner and the fine is posted directly against the Unit. Unpaid fines are considered arrears and are subject to the arrears policy outlined in this document.

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

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

## **ELEVATOR BOOKINGS**

If the elevator is required for a move in/out an elevator key is necessary to ensure the elevator is properly locked off. The elevator key is available through the onsite resident manager; a \$100 refundable security deposit is required, which is refunded upon return of the key. Do not use boxes or furniture to hold the elevator open; a fine is applicable for residents of units who use the elevator in this manner without obtaining the elevator key.

Upon request of the elevator key, arrangements will also be made to install blankets in the elevator on the date of the move in/out to prevent damage.

Please ensure due care and caution during a move in/out to avoid damage to common property. A fine will be levied against the applicable Unit for residents witnessed (or caught on security camera) causing damage to common property.

## **BALCONIES/PATIOS**

In accordance with Appendix A, Clause 24 of the Bylaws of the Corporation, an Owner or Occupant shall not store or keep any personal belonging, equipment or bicycles on their balcony or patio. The exception is barbeques, patio furniture, flower pots and accessories thereto.

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

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

## **VISITOR PARKING**

The intent behind the provision of a visitor parking area is to provide parking for guests of residents at Gateway South Centre. Guests do not include full time or part time residents.

- For the purpose of this document, a full time resident is defined as any person(s) who declares this building as their primary, permanent residence or uses Gateway South Centre as a mailing address.
- For the purpose of this document, a part time resident is defined as any person(s) who uses visitor parking on more than 3 occasions (for evening or overnight parking) in one week.

On behalf of the collective Ownership at Gateway South Centre, the Board has established the following rules and regulations to ensure that all residents have fair and equal access to visitor parking.

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

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

Monitoring and enforcement of the visitor parking policy will be carried out 24/7 in the following manner:

- Any vehicle found in visitor parking, that is suspected (for any reason) of belonging to a full time or part time resident, shall be issued no warning.

- If it is concluded that the vehicle does in fact belong to a full time or part time resident, the infraction WILL result in a \$200.00 fine. Any subsequent infractions WILL result in a \$200.00 fine and the vehicle being towed.
- Warnings and fines will indicate the reason(s) for said violation(s) as well as any punitive measures that accompany each respective infraction.
- Once a vehicle is suspected (for any reason) of belonging to a full time or part time resident, the onus of proving otherwise, falls on the Owner of said vehicle or the Owner of the applicable Unit.

**2)** Guests must 'register' their vehicle 24/7, at Visipark.ca Location # 5001.

With this registration guests must include the following information; license plate, make of the vehicle and the Unit number of the resident they are visiting.

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

- 3)** Guests may park as often as they like during the hours of 8:00am – 5:00pm as long as the vehicle is registered.
- 4)** Guests parking between the hours of 5:00pm – 8:00am may not utilize visitor parking on more than three (3) occasions in a one-week period.
  - Guests found to have parked on more than three (3) occasions in a 7-day period may be ticketed or towed.

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

- 5)** If guests should need to stay longer than three (3) overnights within a 7-day period, please send an email to [admin@gatewaysouthcentre.com](mailto:admin@gatewaysouthcentre.com) to request an extended stay visitor parking pass; subject to approval. This pass will be provided by return email to be placed on the dash of the vehicle so it is visible at all times.

## **RESIDENT PARKING**

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

### ***Maximum Speed***

Please adhere to the speed limit as per the signs posted in the parkade.

### **Vehicles**

Pursuant to Appendix A, Clause 16, of the Bylaws of the Corporation, vehicles are not permitted to be on the property unless they are properly licensed, insured and used on a day to day basis.

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

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

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

Storage of items in parking stalls is strictly prohibited. The only storage containers permitted in the front of a parking stall are those which were provided by the developer.

Items cannot be stored outside of or on top of the storage locker; they must be placed directly inside the storage locker. Additionally, the contents of the storage locker must be visible to ensure no hazardous or combustible materials are in the locker.

Clear, plastic coverings inside the storage locker are acceptable; however, coverings which hide the contents are not permitted. Coloured tarps may be used, provided the fire department can still see in the locker.

### ***Parkade Cleaning***

The Corporation undertakes annual cleaning of the parkade, which is typically completed in the spring. Upon notice of this annual cleaning, residents must remove their vehicle from the parkade on the specified dates. Vehicles found in the parkade, which prevent a stall from being cleaned, will incur a fine to be levied against the applicable Unit.

## **GEO THERMAL EXCHANGE**

Heating and cooling within the building is provided by the Geo Thermal Exchange system. The Corporation pays a lease for this system in addition to maintenance costs.

Repair and maintenance of the **heat pump** within a Unit is the responsibility of the Unit Owner; the pump is NOT maintained by the Corporation.

It is recommended that the filter on the heat pump be changed every 3 months. As a convenience to Owners; the Corporation retains a supply of filters that are available for purchase from the Administration office at a cost of \$10.00 each. If filters are not changed on a regular basis, it will potentially impede on the function of the heat pump and subsequently could result in required repairs.

### ***Heat Pump Troubleshooting* \*UPDATED\***

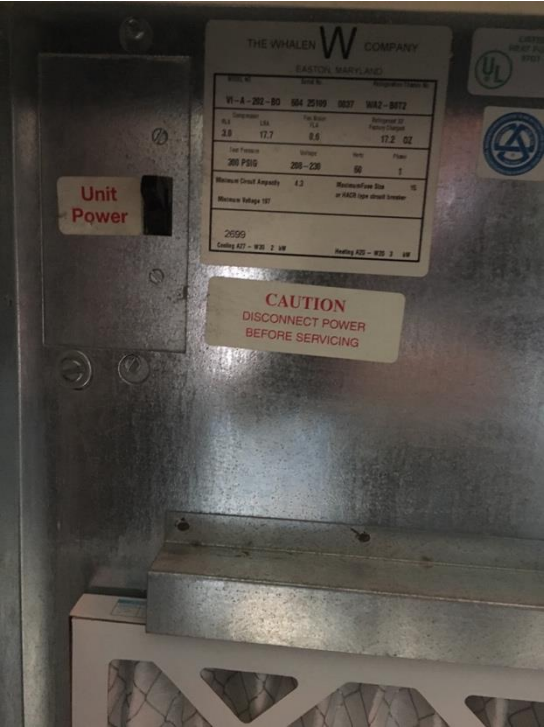
Before calling a technician, it is recommended that you check your fan is blowing. If it is not, turn your system off at the heat pump for 30 minutes. If it is not working after another 30 minutes, then call a technician. **Only do this once.** Attempting to do this multiple times, may cause damage to your system (not covered by the corporation).

Damage caused by non-maintained heat pumps (leaking) are the sole cost of the owner for repair and any other units damaged by that incident.

Power switch for Heat Pump is on the inside of the front panel, above the filter.



(A)



(B)

## WASTE REMOVAL

The main waste removal area, which includes recycling facilities, is located on the P1 level, just inside the overhead entrance door.

There are 4 additional waste removal rooms for convenience of residents; these are located on the P1 level in the NW, NE, SW and SE corners, near the elevator vestibules.

Please note the following guidelines:

- All garbage must be bagged, with bags tightly fastened.
- Cardboard boxes should be broken down and placed in the bin designated for cardboard.
- Recycling is available in the waste removal area. All recyclable items can be placed in any of the containers provided, no sorting is required. Please refer to signage to confirm which items are recyclable.
- Please do not leave unwanted furniture and other large items in or near this area.

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

**In accordance with Appendix A, Clause 13 of the Bylaws of the Corporation, please do not leave your garbage outside of your Unit, including balconies, patios and the hallways, other than in the designated collection receptacles provided by the Corporation. Occupants in contravention of this Clause are subject to a \$250.00 fine per occurrence.**



## ON-SITE RECYCLING

**BLUPLANET RECYCLING IS CALGARY'S LEADING PROVIDER OF NO-SORTING, MIXED-MATERIALS RECYCLING COLLECTION SERVICES AVAILABLE FOR CONDOMINIUMS AND COMMERCIAL BUSINESSES TODAY.**

### What We Recycle

BluPlanet will accept the following materials at Gateway South Centre:



- Clean plastic containers with the recycling symbol 1 – 7

### ***Plastics***



- Liquid detergent, fabric softener and shampoo bottles, plastic clamshell trays, yogurt and margarine containers
- Plastic bags and plastic wrap (must be bagged together)

## ***Paper***



- Newspapers and paper inserts
- Catalogues and magazines
- Paper (e.g. letters, envelopes, greeting cards, brochures, non-foil gift wrap, paper bags)
- Shredded paper (must be bagged in a clear plastic bag)
- Telephone books and paperback books

## ***Cardboard***



- Cardboard (broken down or bundled)

## ***Glass***



- Clean jars and bottles

## ***Metal***



- Clean metal food and beverage cans
- Metal lids and caps
- Clean aluminum foil, aluminum plates and container

**Please keep in mind: any materials in black garbage bags are considered garbage.**

## ***Other***

- Paint
- Batteries
- Electronics
- Used clothing

## ***Organics***

**BluPlanet Recycling will accept the following material in our compostable organics green bins:**

- Fruits and Vegetables
- Meat, fish, shellfish and bones
- Bread, noodles, rice, beans and grains
- Eggshells and dairy products
- Pastries, cookies, cakes and muffins
- Nuts, seeds, chips, popcorn and candy
- Small plants, grass, leaves and clippings
- Food soiled paper plates and napkins
- Coffee filters and tea bags
- Compostable plateware
- Plate scrapings

## **BICYCLE STORAGE**

A bicycle storage area is available on P1 level in the SE corner. Bicycles stored in this area are left at the Owners risk; the Corporation assumes no responsibility or liability for stolen personal property that is stored on common property. Check with the Community Administrator office for availability.

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

## **SATELLITE DISHES**

Pursuant to Appendix A, Clause 8 of the Bylaws of the Corporation, satellite dishes or similar structures require Board approval.

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

## **SIGNAGE**

Pursuant to Appendix A, Clause 14 of the Bylaws of the Corporation, signs, notices, advertising matter or displays of any kind are not permitted on common property or in or about any Unit which may make the same visible from the exterior of the Unit, without Board approval.

This includes 'For Sale' signs, 'For Rent' signs, election signs, drawings, pictures, tin foil or plastic bag window coverings. The Board is presently opposed to these items on or visible from common property in order to maintain the aesthetics of the building and prevent damage resulting from installation.

## **REALTOR LOCKBOXES**

If you are selling your Unit, please ensure your realtor is notified that lockboxes are NOT permitted anywhere on common property other than the designated bar, which is located to the left of the front entrance exterior. Lockboxes found in any other location will be removed with bolt cutters, destroyed and the Calgary Real Estate Board will be notified.

## **INTERCOM PROGRAMMING**

The intercom access panel can be programmed with a home or cell telephone number. When visitors use the intercom to access your Unit, press “9” on your phone to release the door.

If you require an intercom change, inclusive of the name on the directory and the phone number programmed, please send this request in writing to the onsite resident manager at [admin@gatewaysouthcentre.com](mailto:admin@gatewaysouthcentre.com).

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

## **CHRISTMAS TREES & DECORATIONS**

Christmas decorations are permitted on Unit doors and balconies/patios during this holiday season. However, please ensure due care with the installation and removal of your decorations to avoid damage (i.e. do not use screws or nails, try clear removable adhesive instead).

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

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

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

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

## **OWNER'S LOUNGE**

There are two Owners Lounges onsite for residents to use. The small Owners Lounge is located directly off the main entrance. The large Owners Lounge is located on the main floor, near elevator #5 and faces out onto the courtyard.

Both Lounges are equipped with a kitchen, tables, chairs, couches and a large screen TV and have been designed for the equal enjoyment and use of the Ownership.

Owners who have booked this room are responsible to ensure their guests do not roam the hallways, cause excessive noise or smoke in the common areas.

***The following policy is in place for booking and use of the Owner's Lounge:***

### ***Booking***

To check the availability of a Lounge and complete a booking, please visit the Corporation website [www.gatewaysouthcentre.com](http://www.gatewaysouthcentre.com) and use the 'bookings' option.

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

Tenants are eligible to book the Owner's Lounge; however, the owner should complete the booking on behalf of their tenant as the owner of the Unit will be held liable for any negligence displayed by the tenant and their guests.

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

There are no fees associated with booking the Owner's Lounge, however, Gateway South Centre has the right to charge back the cost of any damages or cleaning costs related to a Unit's use of the room.

### ***Alcohol in the Owner's Lounge***

You do not require a liquor license to **serve** alcohol in the Owner's Lounge, however, if alcohol will be **sold** at your event, you must purchase a license.

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

## ***Cleaning***

The Lounge must be cleaned after each use, which includes furniture returned to its original placement.

If the lounge is left untidy and not returned to the state of presence when it was obtained, the cost of cleaning will be charged to the applicable Unit at a rate of \$50.00 per hour. Photos of the lounge will be taken by the Resident Manager to support any cleaning or damage claims.

If an Owner books the Lounge and finds the previous booking has left it a mess, photos should be taken and submitted to the Community Administrator [admin@gatewaysouthcentre.com](mailto:admin@gatewaysouthcentre.com) for follow up.

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

## ***Maximum Bookings per Unit per Calendar Year***

There is a maximum of 6 bookings per calendar year. However, if the lounge remains unreserved in the days prior, an Owner may exceed the maximum bookings.

## ***Washroom – Main Floor***

A washroom is located in the large Owners Lounge. Residents using the small Owners Lounge can direct guests to the washrooms located outside of the gym.



## **GUEST SUITES**

Two units within the building are Guest Suites. These Suites are fully furnished however residents are required to supply their own linens and towels for guests. **The Suites are strictly NON SMOKING! NO PETS!**

*The following policy is in place for booking and use of the Guest Suites:*

### ***Booking***

To check the availability of a Guest Suite and complete a booking, please visit the Corporation website [gatewaysouthcentre.com](http://gatewaysouthcentre.com) and use the 'bookings' option. Bookings are only accepted within a maximum of 6 months in advance.

Tenants are eligible to book a Guest Suite; however, the Owner should complete the booking on behalf of their tenant as the Owner of the Unit will be held liable for any negligence displayed by the tenant and their guests

### ***Fee***

The Guest Suites cost \$60.00 per night.

### ***Cleaning***

Upon your guest's departure the Guest Suite must be cleaned. Cleaning service is available at a cost of \$50.00. If you would like to use this service, please specify with your booking request.

### ***Damage Deposit***

There is no damage deposit required to book a Guest Suite, however, Gateway South Centre has the right to charge back the cost of any damages or cleaning costs related to a Unit's use of the room.

### ***Maximum Stay/Bookings per Unit per Calendar Year***

Bookings are restricted to a maximum of 7 nights per calendar year. Note: if the Suite remains unreserved exceptions can be made.



## GYM AREA

The gym has set hours of operation, which are posted on the door. The gym door is set to a timed lock in accordance with these hours and is accessible with a fob.

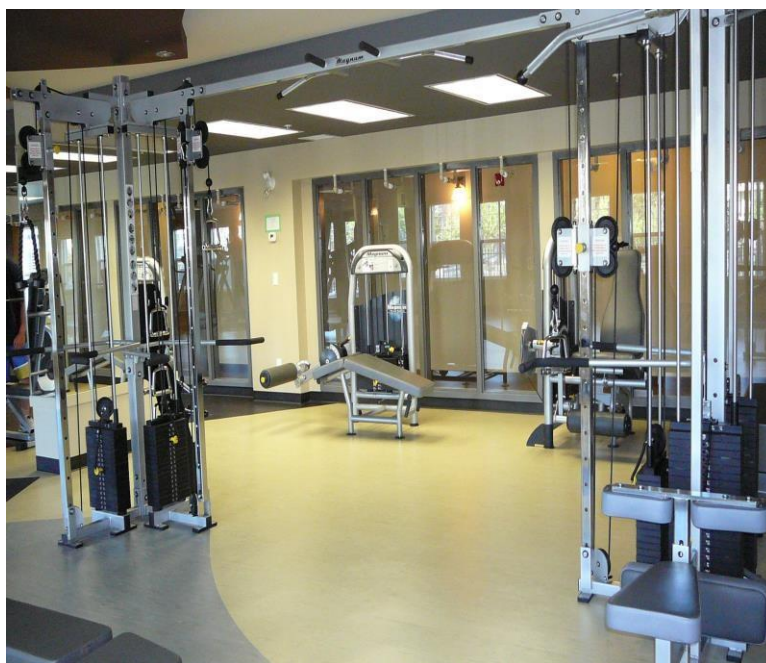
This area is strictly for the use of residents and their guests; residents are permitted a maximum of one guest and must accompany their guest at all times. Appropriate footwear is required; residents or guests wearing street shoes in the gym area will be asked to leave and are at risk of losing gym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

Pets are strictly prohibited from the gym area.

Please respect the equipment within the gym area to ensure continued use and enjoyment for all residents. The Corporation does not assume liability for any personal injury with respect to the use of this room or the equipment.

**CHILDREN UNDER THE AGE OF 14 YEARS OLD ARE NOT PERMITTED IN THE GYM & YOUTH UNDER THE AGE OF 17 YEARS OLD MUST BE ACCOMPANIED BY AN ADULT AT ALL TIMES AND IT IS RECOMMENDED THEY REFRAIN FROM USING FITNESS EQUIPMENT THAT COULD BE A DANGER TO THEIR SAFETY.**

Washrooms are available directly outside the gym for residents.



## OPERATING A BUSINESS FROM YOUR HOME

Owners are prohibited from using their Unit for business purposes. This is in accordance with Appendix A, Clause 3 of the Bylaws of the Corporation, which states:

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

## PETS

Appendix A, Clause 2, (a) – (d) of the Bylaws of the Corporation states:

***An Owner shall not keep or permit to be kept any animals anywhere in his Unit or on the Common Property provided that:***

- a) an Owner or Occupant may keep or permit to be kept as a pet: (i) fish kept in an aquarium; (ii) small birds or 1 large bird kept at all time in a cage; and (iii) a single domestic dog or cat (but not both), not heavier than 23 kilograms or as otherwise specifically approved by the Developer concurrent with the Developer’s sale of the Unit or by the Board;***
  
- b) when the Board determines that a dog barks so as to create undue hardship, discomfort or annoyance on the part of any of the Owners or Occupants or if a dog exhibits threatening behavior (except where provoked with the intention of eliciting such behavior), the Owner of the dog shall immediately and permanently remove the dog from the Project on notice from the Board;***
  
- c) any Owner or Occupant keeping a pet in a Unit may be required by the Corporation to enter into an agreement to provide security for damage caused by the pet and establishing rules for keeping the pet at the Project; and d) pets permitted to be in a Unit shall not be permitted on the Common Property except for the purposes of ingress and egress from the Project***

## **PET POLICY:**

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

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

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

### **Allowable Pets:**

**Appendix A, Clause 2, (a) of the Bylaws of the Corporation clearly outlines the type, size and quantity of pet(s) allowed. They are as follows:**

- Multiple fish in an aquarium.
- Two small birds or one large bird in a cage. However, the Board has given approval for two birds of any size provided they fit in the same cage.
- Either 1 cat or 1 dog, not one of each. The cat or dog must not exceed 23 kilograms in weight.

### **Pet Application:**

The Management Company must be provided with a completed pet application form for pets that reside on the premises. A copy of this form is available for download from the Corporation website or can be obtained from the office of the Community Administrator

### **Pet Fee:**

**Approval of a pet application for a dog is subject to payment of a \$500 pet fee.**

The pet fee is restricted to dogs, as they are the type of pets that primarily contribute to damage and premature wear and tear of common property areas.



### **Grandfathered Pets:**

If an Owner has documented approval that extends to more than one cat or dog, the pets are grandfathered. However, upon sale of the Unit the grandfathering rights are not transferrable to the new Owner.

If an Owner has documented approval for a dog prior to April 30<sup>th</sup> 2010 they are not required to pay the pet fee. The grandfathering rights are specific to the dog approved and are not transferable to a different dog or to a new Owner upon sale of the Unit.

### **City of Calgary Responsible Pet Ownership Bylaw:**

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

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

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

### **Pets on Common Property:**

The Corporation has established the following requirements pertaining to pets that have been approved to reside at Gateway South Centre:

- Due to ongoing damage to landscaping, pets are not permitted to be in the courtyard at any time. This includes both the interior courtyard and the courtyard on the North end of the property.
- When taking your pet out for a walk please use an appropriate exit to ensure that the pet is not in the courtyard at any time. Building exits that do not open on to the courtyard should be used when taking your pet out to avoid a fine.
- Pets can be walked in areas other than the courtyards; however, in accordance with City requirements, you must pick up all feces produced by your dog both on and off Corporation property.
- Balconies/patios cannot be used to section off pets.
- Pets cannot be left unattended on common property areas (balconies/patios included) at any time.
- Pets must be kept on a leash at all times when on common property, whether indoor or outdoor.
- This pet policy serves as written warning that compliance with Corporation requirements is mandatory. Failure to adhere to these requirements will result in a fine levied against the applicable Unit.

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

### **Barking Dogs:**

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

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

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

### **Pet Owner Negligence:**

It is the Owners responsibility to ensure compliance with all requirements established in this pet policy, including submittal of a pet application and payment of the pet fee where applicable.

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

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

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

**This Owner's guide has been prepared to highlight areas which present the most concern in day to day activities. The intention is to provide residents with condensed information which pertains to the Bylaws of the Corporation.**

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

**We thank you for your cooperation in keeping Gateway South Centre a great place to live.**