

Darlington Arms Condominiums

Darlington Arms, Condominium Corporation #9811439

Established 15 May, 1998

Forty condo homes under one roof at 317 Fourteenth Avenue, S.W., Calgary

Guidebook and house rules

Fourth edition—February of 2009

Welcome to the Darlington Arms Condominiums. This guidebook will be a handy reference for the duration of your ownership or tenancy in our building. Adopted by the Condominium Board of Directors, this guide will answer most questions and also represents “house rules” that supplement our Bylaws. As authorized under the Bylaws and by Alberta’s Condominium Property Act, these house rules are enforceable regulations that apply to all residents, whether they own or rent the property. The Bylaws should also be read, and are excerpted at the end of this booklet.

Building summary

This is a poured-in-place concrete building reinforced with rebar steel, and has no post-tensioned (“PT”) cable reinforcement. It was built in 1970 as a rental building, then was extensively renovated and converted to condominium ownership in 1998. We have 40 suites, comprised of 22 one-bedroom suites, 14 two-bedroom suites, and four larger two-level two-bedroom suites. Two of those larger suites have rooftop decks.

There is an unheated parkade with 24 titled-property parking stalls, which were each bought by their respective suite owners. The balance of 16 suites each have an assigned surface-parking stall above the parkade. There are 22 titled storage lockers in two basement areas. Their respective suite owners also paid the developer for these. The Condo Board has since built 12 storage lockers on common property, and these have been leased for 99 years each to suite owners after payment to cover the cost of their construction. Owners of titled indoor parking and titled lockers pay condo fees on those spaces, and titled parking stalls also pay property tax annually. A statement and diagram detailing all leased common property is appended to this booklet, and is also registered at Land Titles are part of our Bylaws.

The condo-converting developer promoted our building under the name Hardwood Place, focusing on the parquet hardwood tiles that he laid as a highlight for all of the suites. New owners at the founding general meeting in September of 1998 voted to revert to the building’s original name, Darlington Arms, which has a connection to Darlington, England.

While residents of our building enjoy the look and feel of wood-finished floors, we should all be aware that they transmit tapping and clattering sounds extremely well. Unlike “floating” wood floors laid onto a pad, the parquet here is glued onto the concrete, making it very hard and long lasting, but also giving no sound insulation for those below or even in suites beside yours. Please leave clogs, high heels and other hard-soled footwear at the door. Slippers will let you feel warm while walking on hardwood floors, will prevent damage to the finish, and the quiet footsteps will sure be appreciated by your neighbours.

Corporation governance

A Board of Directors, elected by the owners each year at an annual general meeting (“AGM”), governs our corporation. Meetings of the Board are held at 7 p.m. on the third Thursday of each month, usually at the Chair’s suite. The AGM is held annually in the lobby, also at 7 p.m., on the third Thursday of October. If you cannot attend the AGM, you can and should assign your vote via proxy to a neighbour or a Board member. At least 25% of owners need to attend in person or by proxy to hold a valid AGM. Our Bylaws allow the election of between four and seven Directors, who then name the table officers from among their number. The remaining Directors can fill vacancies that occur during each term. As Alberta law and our Bylaws detail, the Board has duties to maintain the building, to fund a cash reserve for capital expenses, and to enforce the bylaws.

In-house communication and web site

An informal in-house newsletter is prepared occasionally by the Board Chair or another Board volunteer. These are slid under all suite doors, e-mailed to non-resident owners whose addresses we have, and extra copies are posted on the mailroom bulletin board, plus on our web site.

The web site allows reference to this Guidebook, Board and AGM minutes and a to a variety of other information and photos about our building: **www.DarlingtonArmsCondos.com**. For real estate sales the on-line material now provides all required condominium documents other than declarations and estoppel certificates, which can be ordered from our management firm.

The bulletin board will display notices of any planned maintenance, elevator lockout for move-ins and move-outs, and other corporation notices to owners. It is prohibited to remove any notice posted by our Manager or the Board of Directors. In cases of “take one” notices, extras will be pinned below the posted notice. Building residents are welcome to post their personal commercial notices, space permitting.

The mailroom suggestion box is for delivering AGM proxy votes or other correspondence to your Board, or non-urgent items to the Property Manager. Don’t use this box for condo fee payments, as it’s not checked often.

Budget year and capital reserve

Our budget year is July 1 through June 30, and we raise \$172,000 annually, which is 45 cents per month per square foot of private suite property (“monthly condo fee”). The timing of our year end usually allows audited financial statements for the past year to be delivered to owners along with notice for the October annual general meeting.

A Reserve Fund Study is prepared every fifth year by professionals hired by our corporation. The study identifies the expected lifespan of our building’s major components, estimates their cost of replacement and suggests savings toward those expenses when they arise. The Board then adopts a savings Plan which reflects our own view of these needs and sets our priorities as owners. These documents are posted on our web site.

Building management

While volunteer Directors govern the building, we employ a professional management company to collect fees, to operate bank accounts, to prepare budgets and to employ contractors on our behalf. Our Property Manager is currently Lori Pinter at Consolidated Real Estate and Property Management, where her direct line is 233-4978, and the front desk number is 571-6700. If you ever need this number, remember that it’s posted on our building’s front door, as well as in the mail room.

Consolidated Management’s main number is answered 24 hours/day, but keep in mind that after-hours call outs are very expensive. True emergencies, of course, must be addressed. These include flooding, lack of heat and the like. Some Board members are familiar with mechanical aspects of the building, and may be able to address some problems, or know whom to call directly.

Ours is a dog-free building

The original generation of purchasers in our building inherited a number of dogs that the developer had allowed new owners to bring in. There were a variety of incidents involving dog bites, all-day baying, droppings in hallways and the near-decapitation of a leashed dog that was carried off by the elevator. Since then we have adopted Bylaws that prohibit dogs from living in or visiting the building. Other pets require written Board approval, but we don't bother much with this formality. Keep in mind that any troublesome pet can be ordered off the property with little notice.

Lobby and common areas

No smoking is permitted in any common indoor area, including the parkade. Guests should be informed of this before being welcomed into the building.

No access is to be given to anyone who you do not personally know resides in the building. This can seem rude, but is for your safety and the security of your home.

No propping open of doors, such as while moving, other than with constant supervision. Ensure that upper and lower door bolts are in place when you finish any move. In the lobby, do not lean furniture against the walls, nor against the stairwell doors, which are fire exits from upper floors.

Cleaning is done by our long-term contract workers Mr. and Mrs. Martin. Please show them courtesy as they maintain our common areas. Help out by picking up litter and by not dropping paper scraps from mail in a trail up to your suite.

Security

Our front door and elevator have electronic fob key systems that allow lost keys to be disabled by deleting their number from the approved list. This only works, of course, if we report to the manager that a fob key has been lost, so that's mandatory. Other doors such as the bike storage rooms and all stairwell doors are locked to restrict movement by unwanted guests. Don't block any door open unless it is continuously monitored, and ensure they close and lock when you're done. The seventh floor is exclusively secured with an elevator key switch, separate from the fob key system. Additional stairwell, fob and garage keys are available for \$10 each. Because the elevator cab's fob reader is electronic and can fail, we've added a key switch, as well. Use your stairwells key, turn and hold to the right, and push a floor button.

There are four security cameras monitoring entrances and common areas, with 24-hour digital recording activated by motion. We have invested in extensive fencing and a motorized gate to enclose the surface parking lot, and streetlight-quality exterior lighting illuminates the entire property.

A backup key to your suite should be provided to the condominium corporation for emergency access in event of flooding or some other incident within your property. For those who choose not to provide a suite key, damage caused in event of emergency access will be repaired at the suite owner's expense.

Intercom updates

Phone numbers and names at the front-door intercom are updated by a resident volunteer. Print your name, suite number and the phone number you want used on a slip of paper, address it to Tony, and slide it under his door, suite #406. The intercom can ring a land line or a cellular phone. To bring a guest up to your suite simply buzz them in by pressing "9", then step out to the hallway and listen for them to board the elevator, then call it up to your floor.

Noise and hours of day

Keep in mind that not everyone works the same hours as you or I do, so while it's our mid-afternoon, it might be our neighbour's prime resting hours. Noise restrictions also apply to outdoors common property, including balconies and parking areas. A car without a muffler, for example, would be banned from parking on the property.

Condo contributions (“fees”) and failure to pay

Our building has \$172,000 in expenses each year, and the only source of revenue is condo contributions. We have a policy of quick action to collect overdue accounts, giving our property manager a mandate to pursue collection without time-consuming consultation with the Board. Fees in arrears two months can be charged a high rate of interest. In the third month overdue accounts are referred to our lawyer for action, which includes registering a caveat on title so the property cannot be sold and also notifying the mortgage holder. Mortgages are in default if condo fees are unpaid. All our legal expenses are added to the overdue suite’s account.

Keep in mind that condominium contributions are really an annual levy. Owners who repeatedly force the corporation to pursue payment can be required to pay their annual contribution in one lump sum on July 1 each year.

Moving and elevator use

The elevator must be reserved in advance, with notice posted by you alerting other residents to your move date and hours, which must fall between 8 a.m. and 8 p.m. For a \$100 deposit, an elevator lockout key can be borrowed from our property manager. The key fits in the “IND” lock at the top of the control panel.

Note that reserving the elevator does not mean that you own it for those hours, but only that you may control it while loading and immediately unloading the elevator cab. Between every load, the cab must be released so others can use it. Please picture your neighbour who lives on an upper floor standing with six bags of groceries at the basement parkade level. She or he would REALLY like to get home.

If you’re moving a few things without the lockout key, DO NOT override the cab’s door-closer mechanism, or you will be billed for the cost of repairs. For fire safety, the door will beep a warning and close slowly, even though you or a box are still in the cab’s doorway. Allow the cab door to close, and then press the “door open” button to get another 10 seconds to finish moving your items.

Renters should be aware that their suite owner is required to post a \$500 common-property damage deposit with the corporation. Any damage to the elevator or other common property will be billed to the owner, who in turn will deduct it from the renter’s damage deposit.

Parking and speed limit

Our on-property speed limit is 5 km/h, which is fast enough, considering the short distances and blind corners.

The parkade overhead car door and our surface parking gate are on timers, so may close on your vehicle if you follow another car through. Drivers must trigger the opener for their vehicle, regardless of a car having opened the door before them. The parkade’s overhead door closes after only five seconds, while the surface-parking gate waits 30 seconds, as that device has no electronic eye to stop it closing on a car or a person.

The “loading zone” on our building’s east side is ONLY for active loading and unloading, and for service vehicles, such as our plumber and janitors. If you’re running in for the items you’re about to load, write your suite number on a scrap of paper and display it on your dashboard. Cars exceeding the 20-minute limit may be ticketed or even towed away by the Calgary Parking Authority, which will do so on request by any of our Condo Board Directors.

Balconies are common property

Balconies are common property, although we each have the “exclusive use” right to enjoy ours. This means our condo corporation has duties of maintenance, but also that residents cannot use or decorate them as we see fit. No bicycles or other storage of any kind are allowed. Neither are old easy chairs and couches but, of course, patio furniture is fine. The Bylaws say more.

Surprisingly, our Bylaws say that smoking is not permitted on balconies. It hasn’t been necessary to enforce that, but please consider your adjacent neighbours if you are a smoker....of anything.

Nothing—ever—may be dropped or thrown off balconies. Owners are always responsible for any action by tenants and visitors, so impress on those people the seriousness of any such incident. Liability will always extend to the owner.

Garbage and the refuse chute

Many buildings like ours have sealed their garbage chutes because of problems with noise, odour and plugging. Yet it's convenient, so if we abide by a few rules, it can remain available. Chute use is permitted 8 a.m. to 8 p.m., keeping in mind that there are residents living on the ground floor adjacent to the garbage bin room, and the clatter is terrible. If you can't swallow an extra-large pizza box whole, perhaps the garbage chute can't, either. No cardboard, no loose bottles or jars, and double-bag refuse tightly, as it has to stay together after falling as far as seven floors. If you've never seen the mess that can result, make a visit our refuse-bin room.

Please keep in mind that when you hear the garbage truck, the bin has likely been rolled away for emptying, and we don't need a bag of refuse splattered onto the floor down there.

The Board encourages you to recycle as much waste as you can. A recycling depot is nearby behind the Safeway, and the bottle depot is nearby on 10th Avenue. Bottles are not to be stacked outside the building as an invitation for street people to visit the property.

Renting out your suite

A \$500 damage deposit for common property must be posted through our management company for suites that will be rented out. This is to cover elevator door repairs, scratched walls, and the like. Landlords may want to caution their tenants that this deposit can be deducted from by the Condo Board, and the deposit will then need to be replenished by the suite owner, who will be looking to the tenant for reimbursement.

Landlords no longer living in the building must let our property manager know their forwarding address. Tenants should receive a copy of this Guidebook, plus the Bylaws excerpts, and should be aware—as will the landlord—that the condo corporation can, with cause, evict tenants over the objections of a suite's owner.

Heating and hot water

Two natural gas-fired boilers to heat our building were installed in the summer of 2002, replacing the original massive cast-iron boiler. The twin system allows us to have heat available from a one smaller boiler during summer months at a lower operating cost. Thermostats in each suite control the flow of baseboard radiator hot water by operating a "zone valve". Note that all heating components are common property in our building, so if these items fail in your suite, the plumber will replace them at our corporation's cost.

During cold weather be cautious not to leave a window or patio door open, which could freeze and burst the heating pipe beneath it. Although the system is common property, we each assume personal responsibility for water damage if it results from our negligence.

We have two large tap ("domestic") hot water heaters that have a terrific capacity to serve us all at peak times. Please bear in mind that hot water is expensive. It comes into the building stone cold and must be heated to dish-washing and hot-shower temperatures. Owners will control their own condo fee expense by installing a low-flow shower head. These cost a few dollars, but can reduce your hot water use by half or more. Natural gas is, by far, our building's largest single expense.

Insurance for your liability

Our building and your suite (including its interior finishing) are covered under our corporation's insurance policy. This policy does not cover your possessions or your liability. The Bylaws require that you carry personal condo insurance, even if you've rented out the suite. As the building's value exceeds \$8 million, and your visitor's or tenant's negligence might flood or gut the building, this is insurance you'll want to buy.

Christmas trees

While live Christmas trees are permitted in the building, they are discouraged. They may NOT be disposed of in the garbage bin, where they are both a fire hazard and fill the bin prematurely. The City of Calgary runs a mulching program each year, which we encourage you to use. If you remove a tree, you are responsible for vacuuming up the trail of litter leading through common areas to your car.

Renovations to suites

If your redecorating involves moving walls or changes to water piping or air venting, you must obtain the Board's in-advance written approval to ensure that no common service or building structure is affected. We recommend using service people such as plumbers who are familiar with our building, such as Aadelard Plumbing and Heating: 403-229-2296.

Contract workers may only attend between 8 a.m. and 8 p.m. You are responsible to ensure that workers do no common-property damage and that they clean up the common areas tracked with gyproc dust and sawdust. No construction debris may be disposed of in our building's refuse bin. You are advised to ask for quotes that include removal of old carpet and debris.

Replacement rollers and other parts for our building's mirrored closet doors are available through Kordick Enterprises, Bay 11 at 3220 on Fifth Ave., N.E. Phone 403-235-2005.

Exterior windows and doors

Exterior windows and patio slider doors are common property in our building, and our Reserve Fund Study recommends that they be replaced. This would be a \$250,000 project that is not a priority for our owners, who feel that they're serving us pretty well. For any suite owner who finds the original windows inadequate, our corporation policy is to cost-share 50-50 for replacements. Should the corporation wholly fund comprehensive replacements in a future year, there would be no refund on the shared expense to a suite owner who had paid 50% of their own suite's windows and/or patio door upgrade.

Bylaws excerpt appended

Pages 41 through 51 of the Darlington Arms Condominiums Bylaws follow so that those who may never see the Bylaws at least see the list of "use and occupancy restrictions". As well, the closing pages of our Bylaws have the Statement of Leased Common Property, so owners can have confidence of their tenure on surface parking stalls and the lockers we've built on common property.

The Board of Directors adopted these updated house rules on February 19, 2009, pursuant to section 5. (g) of our Bylaws as registered at the Province of Alberta Land Titles office.



Gerald Roterling, Board Chair

- a) reasonable compensation may be paid to any member of the Board or owner while acting as an agent or employee of the Corporation for services rendered in effecting one or more of the purposes of the Corporation;
- b) any member of the Board or owner may, from time to time, be reimbursed for the actual and reasonable expenses incurred by such owner in connection with the administration of the affairs of the Corporation; and
- c) members of the Board may receive an annual honorarium, stipend or salary established pursuant to By-law 5(k).

USE AND OCCUPANCY RESTRICTIONS

62. a) In this By-law:

- i) "occupant" means a person present in a unit or in or upon the real or personal property of the Corporation or the common property with the permission of an owner;
- ii) "owner" includes a tenant;
- iii) the cost of repair or maintenance of the common property caused by the neglect, deliberate act or omission of an owner, will be charged to that unit owner;

b) An owner SHALL NOT:

- i) except with the prior written consent of the Board use a unit or any part thereof for any commercial, professional or other business purposes or for any purpose involving the attendance of the public at such unit unless such use constitutes an authorized, permitted or discretionary use or approved "home occupation" as defined in the relevant City of Calgary Municipal Bylaw, or for any purpose which may be illegal or injurious to the reputation of the project. No garage, auction or similar type sales shall be held anywhere on the project without the prior written consent of the Board. No owner or occupant shall use a unit to provide a day care center or commercial baby-sitting services without the prior written consent of the Board, which consent may be unreasonably withheld;
- ii) make or permit noise in or about any unit or the common property or allow any odour to emanate or escape from the unit which, in the opinion of the Board, constitutes a nuisance or unreasonably interferes with the use and enjoyment of a unit or the common property by any other owner or occupant. No musical instrument or

other device shall be used within a unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other owners. No workman or contractor shall be permitted to do any work in any unit that would disturb any other residents between the hours of 8:00 p.m. and 8:00 a.m. on weekdays or on Saturdays, Sundays or legal holidays without the prior written consent of the Board;

An owner SHALL NOT:

- iii) keep or allow a dog of any kind at any time to be in a unit or on the common property nor keep or allow any other kind of pet other than a dog without the specific approval in writing of the Board, which approval the Board may arbitrarily withhold and may, if given, be withdrawn any time on reasonable grounds on seven (7) days' notice to that effect in which event the applicable pet shall be removed forthwith from the unit and the common property. All cats approved must be hand leashed on the common property and kept under control at all times. Any municipal Bylaws in effect in the City of Calgary with regard 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 Bylaws on the common property. An owner agrees to pay to the Corporation the cost of any repairs or damage to the common property necessitated by or caused by an approved pet;
- iv) use or permit the use of the unit other than for residential purposes except as permitted in By-law 62(b)(i) above;
- v) permit the unit, if it is a one-bedroom suite, to be occupied as a place of residence by more than three (3) persons at any given time without the consent in writing of the Board, nor permit the unit if it is a two-bedroom suite, to be occupied as a place of residence by more than five (5) persons at any given time without the consent in writing of the Board;
- vi) do any act or permit any act to be done, or alter or permit to be altered a unit in any manner which will alter the exterior appearance or the structure comprising the unit or any other units without the prior written approval of the Board;
- vii) permit rugs, blankets, sleeping bags or laundry including bathing suits and towels to be hung other than inside the unit;
- viii) erect or place any building, structure, tent, trailer or motorhome (either with or without living, sleeping or eating accommodation) or any other

item on the common property or on any privacy area assigned to him without the prior written consent of the Board and notwithstanding such consent shall be responsible for the maintenance of such and for any damage to the common property or any privacy area;

An owner SHALL NOT:

- ix) permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of a unit, or on the common property or on the real property of the Corporation, clothes lines, garbage cans, recreational or athletic equipment, extension cords, fences, hedges, barriers, partitions, awnings, shades or screens or any other matter or thing without the prior consent in writing of the Board. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto or satellite dish shall be erected on or fastened to any unit or on the common property without the prior written consent of the Board. Upon removal of any approved item, an owner shall restore the common property to its previous condition prior to such installation as approved by the Board;
- x) overload existing electrical circuits or store any combustible, flammable or offensive goods, provisions or materials in the unit or on the common property. Provided however, that such restrictions do not apply to:
 - A) reasonable amounts of materials used for normal maintenance and repair of the unit, which is stored away from any open flame;
 - B) propane gas normally used to operate an owner's barbecue. Such barbecue and propane gas is to be used only and only in the open-air in the exclusive-use areas or privacy areas;
- xi) do anything or permit anything to be done in the unit or upon the common property or the real or personal property of the Corporation or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation;
- xii) do anything or permit anything to be done by any occupier of the unit in the unit, or the common property, that is contrary to any statute, ordinance, By-law or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;

An owner SHALL NOT:

- xiii) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, devices or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;
- xiv) deposit customary household refuse and garbage outside the unit other than in proper secure non-drip proper garbage bags placed in the containers provided by the Corporation. All bulk waste items such as discarded household furnishings, packing cartons, construction materials, paints or tires which the solid waste service will not normally collect shall be removed from the project by the owner at his sole cost. No garbage shall be left on a privacy area or anywhere on the common property except in the garbage containers;
- xv) erect, place, allow, keep or display signs, billboards, advertising matter, signs, or other notices or displays of any kind on the common property including any privacy area assigned to him or in or about any unit in any manner which may make the same visible from the outside of the unit without the prior written consent of the Board although a real estate sandwich-board sign is allowed for an open house. Otherwise, no signs shall be placed anywhere on the landscaped area;
- xvi) permit any member of his household, guests or visitors to trespass on the part of the parcel to which another owner is entitled to exclusive occupation;
- xvii)
 - (A) use the roadway for the parking of any private motor vehicles at any time other than as might be temporarily assigned by the Board;
 - (B) wash private motor vehicles anywhere on the common property;
 - (C) carry out any repairs or adjustments to private motor vehicles on the project;
 - (D) bring onto the project any vehicles other than private motor vehicles, without the written consent of the Board or the Manager or duly authorized nominee thereof except in the course of a delivery to or removal from premises;

- (E) allow trailers, campers, boats, snowmobiles, trail bikes, all terrain vehicles, or any type of motor home or recreational vehicle or equipment to be parked or stored on the common property;
- (F) without the prior written consent of the Board keep anywhere on the common property, on a parking unit, or in a privacy area, any motor vehicle that is not currently licensed, not insured or not in operating condition;
- (G) drive any motor vehicle on the common property at a speed in excess of five (5) kilometers per hour;
- (H) allow any motor vehicle parked on a privacy area to leak oil, grease, gasoline or antifreeze on to such privacy area. If such leak occurs, such owner shall be responsible to clean the privacy area of such oil, grease, gasoline or antifreeze as soon as reasonably possible;

An owner SHALL NOT:

- xviii) obstruct or permit any walkway, passage or driveways or parking areas to be obstructed by his family, guests or visitors or their vehicles;
- xix) shake mops, dusters, rugs, blankets of any kind or throw anything out of any windows or doors or on the common property, nor permit anything of this kind to be done;
- xx) allow the unit, or privacy area assigned to him to become unsanitary or unsightly in appearance;
- xxi) make or cause to be made any structural, mechanical, plumbing, drainage, gas system or electrical changes, alterations or additions to the unit or any structural alterations to the outer boundary of any unit including load-bearing walls or any ceiling or floor without first having the design and specifications of such alteration or addition approved in writing by the Board. The owner requesting such approval shall pay the cost of any consultant engineer or architect engaged by the Board to review the design and specifications. Any alteration or addition made by an owner without such approval may be restored or removed by the Board or its duly authorized representative and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;

An owner SHALL NOT:

- xxii) use a toilet, sink, tub, drain or other plumbing fixture in a manner that may interfere with the operation for which it was installed;
- xxiii) allow the area around the unit to become untidy. The Board shall be at liberty to remove any rubbish or clean up the common property in proximity to an owner's premises to its satisfaction and charge the expense to the owner;
- xxiv) shovel snow or run water on to the privacy area of another owner;
- xxv) use the privacy area outside of the unit for the storage of personal belongings or other goods and chattels or allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside the respective unit when not in actual use, and each owner will comply with all requests of the Board or its representatives that all household or personal effects or articles belonging to an owner's household be put away inside such unit or otherwise disposed of when not in actual use; however, lawn furniture, flower pots, bicycles or a propane, natural gas or electric barbeque are permitted; no sofas, freezers or packing boxes shall be stored in privacy areas;
- xxvi) deleted intentionally;
- xxvii) without the prior written approval of the Board, have any right of access to those portions of the common property used for utility areas, for building maintenance, storage areas not specifically assigned to him under By-law 58, for operating machinery or to any other parts of the common property used for the care, maintenance or operation of the project generally;
- xxviii) use foil, bedsheets, towels, flags, newsprint or other opaque material on any window;
- xxix) feed or harbour birds, squirrels or any other wildlife from a unit or on the common property. No bird feeders or squirrel feeders are allowed anywhere on the project;
- xxx) render a suite unfit for human habitation;
- xxxi) paint, decorate or otherwise alter any portion of the building or a unit required to be maintained by the Corporation without the express prior

written consent of the Board;

An owner SHALL NOT:

- xxxii) cook with a bottled-gas barbeque except on an open-air privacy area adjacent to their suite and not use anywhere on the project a charcoal briquette barbeque nor any wood burning device nor have an open fire of any kind;
- xxxiii) install or put in place, leave in place, allow to be installed or put in place or be left in place, any Christmas or other decorations that will be visible from the exterior of the unit with the exception of the period between November 15th of each year to January 31st of the following year. An owner shall not use nails or tacks which damage the exterior of the building in hanging such decorations;
- xxxiv) hang a flag or wind chime anywhere on the common property;
- xxxv) without the consent of the Board, which consent may be unreasonably and arbitrarily withheld, install a hot tub anywhere on the project;
- xxxvi) bring or store any commercial shopping carts on the common property or into any unit in the property other than to unload groceries or parcels and immediately return the same to the authorized location.
- x xxvii) smoke ^{or} ~~or~~ carry lit smoking materials in any common indoor area including the parkade, allow access to any person not known to an owner into the building, not prop open doors to the building unless under constant supervision

c) An owner SHALL:

ensure that occupants also comply with all requirements that the owner must comply with under these Bylaws and the Act and, upon request of the Corporation, obtain from the tenants or have the Manager who leases the units on behalf of the owners obtain from the tenants an undertaking, in writing, to the following effect:

"I, _____, covenant and agree that I, the members of my household and my guests from time to time will, in using the unit rented by me, any privacy areas relating to the unit and all the common property, comply with the *Condominium Property Act* (Alberta), the Bylaws of Darlington Arms Condominiums and all rules and regulations of the Corporation during the term of my tenancy".

CHANGE OF LEGISLATION

63. Should the Act be amended and changed in the future, then these Bylaws shall be deemed to have been amended accordingly to adopt any and all such changes to the Act which are required to be adopted to enable the Corporation to operate at all times with the full powers of the Act and to use all remedies available to it under the Act.

MEDIATION AND ARBITRATION

64. Any dispute respecting any matter arising under these Bylaws may, with the agreement of the parties to the dispute, be dealt with by means of mediation, conciliation or similar techniques to encourage settlement of the dispute or be arbitrated under the *Arbitration Act*.

- end of bylaws -

** Statement of leased common property follows.*

**Statement of leased common property at the
Darlington Arms Condominiums, Condominium Plan 9811439.
Adopted by Board resolution on September 20, 2007 (version three).**

Various suites at the Darlington Arms Condos have exclusive use of common property in addition to the balcony or patio adjacent to each suite. These leased spaces consist of 16 outdoor parking spots, 11 storage lockers and three roof-top decks.

Leases for 99 years were signed with owners of the affected suites at the time of the assignments, but such documents are often lost. This Statement is the Corporation's assurance of the permanent assignment of those spaces, and is disclosure to all owners and prospective owners that some common property has been assigned and leased to the benefit of individual suites. These assignments prevail and transfer to successive suite owners, even though signed lease documents may no longer exist.

Parking leases: Numbered from east to west along the south property line, plus the last two stalls numbered west to east adjacent to the building and permanently assigned as follows.

#1: suite 502	#2: suite 504	#3: suite 103	#4: suite 301	#5: suite 304
#6: suite 202	#7: suite 203	#8: suite 501	#9: suite 306	#10: suite 206
#11: suite 401	#12: 402	#13: suite 601	#14: suite 101	# 15: suite 102
#16: suite 104				

Storage locker leases: Assigned-locker information is presented chronologically to help make sense of the numbering that resulted. A diagram of locations has been prepared. Payments by suite owners are mentioned to reinforce their right to possession of the assigned property. In all cases the lockers were taken in as-is condition, and maintenance of the doors and hardware are the responsibility of the lessees.

In 2003 the Corporation created these four lockers in basement-level nooks:

- *Leased locker #1: Held by suite #703, which paid \$1,000 for the lease. The locker is located just inside the door to the west-side titled storage locker area, in the north-east corner.
- *Leased locker #2: Held by suite #302, which paid \$500 for the lease. The locker is located beneath the stairwell, where stairs terminate facing north at the basement level.
- *Leased locker #3: Held by suite #301, which paid \$500 for the lease. The locker is located beneath the stairwell, where stairs terminate facing south at the basement level.
- *Leased locker #4: Held by suite #701, which paid \$1,100 for the lease. The locker is located at the south-east corner of the basement lobby, just east of the man-door to the parking garage.

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In 2004 the Corporation built four more lockers, these in the basement-level north storage area, numbered five through eight running east to west along that area's south wall. Locker five stands alone on the east side (right) of the entry door, while six through eight are west (left) of the entry door. Each suite assigned one of these lockers paid the Corporation \$642 to reimburse the cost of construction:

- *Leased locker #5: Held by suite #104.
- *Leased locker #6: Held by suite #203.
- *Leased locker #7: Held by suite #406.
- *Leased locker #8: Held by suite #305.

Also in 2004 one further locker, #9, was created from the unused west-side exit corridor off the main-floor lobby and its abandoned west exit, which had previously been sealed off to improve security. The locker was assigned to the adjacent suite #102 at a cost-recovery charge of \$1,000. Suite #102 then built access to the space and the previously inaccessible patio from within the suite, making both the enclosed space and the patio its exclusive-use common property:

- *Leased locker #9: Held by suite #102.

In 2007 there was new demand for lockers by suites still not having a titled or assigned locker, so three more were built in the west storage area corridor, and existing assigned locker #1 was expanded to simplify wall construction, with that cost recovered from suite #703. The cost of construction was then divided on a floor-area basis and recovered from two suite owners, with one locker remaining available:

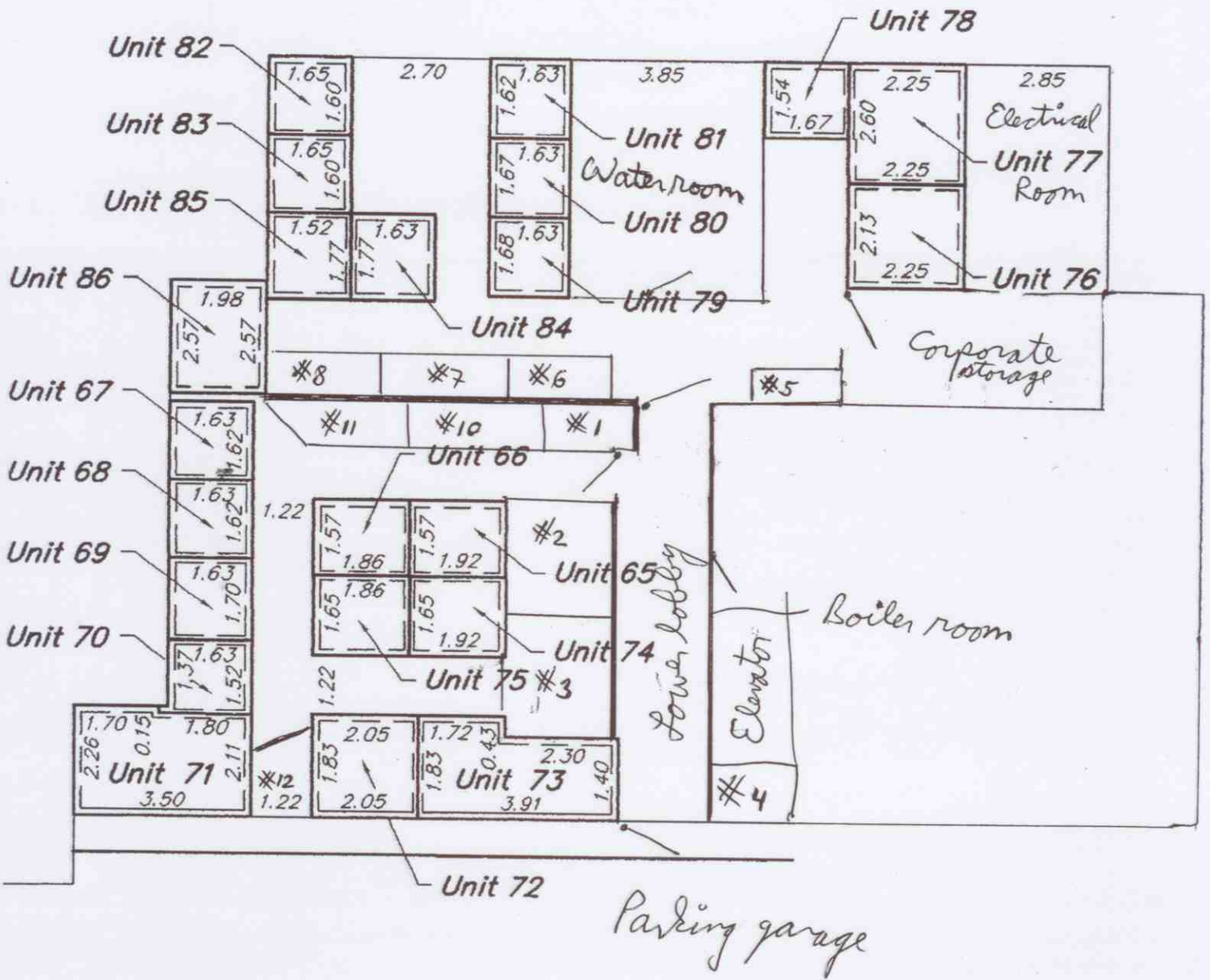
- *Leased locker #10: Held by suite #501.
- *Leased locker #11: Held by suite #706.
- *Leased locker #12: Held by suite #505.

Roof-top deck leases: The building's developer (1998) assigned 99-year leases for two surveyed eighth-floor roof-top areas to suites 703 and 704. In April of 2005 a further lease was granted to suite #703 for the roof of the elevator mechanical room, plus for a small landing atop the eighth floor roof to provide access. These roof-top areas are all exclusive-use space just like balconies, but the leases stipulate that the owners of suites 703 and 704 must each maintain the decking and fencing (and for #703 the stairways) in safe and attractive condition at their own expense. This protects the condo corporation and its other 38 suite owners who do not enjoy such decks from the expense of maintaining them.

This updated Statement of Leased Common Property was adopted by resolution of the Board on Sept. 20, 2007.

Signed: Gerald Roterung
Gerald Roterung, Board Chair

Continued on diagram page #3



Storage Detail

Not To Scale

'Definitely not to scale!

- Gerald Poterney

~~End~~