

# Uptown Estates

## **Welcome** *to your new home at Uptown Estates*

You will find some important information and forms in this package as it pertains to your new property. This package simply highlights a few of the provisions of the Bylaws and policies of the Corporation. Please ensure that all applicable forms are submitted to the Administrative Assistant for your property.

Please also ensure you have read and understand your Corporation Bylaws.  
Please keep this package handy for contact and information purposes.



### **Ayre & Oxford Inc.** **Property Management Contact Information**

Suite 203, 13455 – 114 Avenue NW Edmonton AB, T5M 2E2  
Ph: 780.448.4984 ~ Fax: 780.448-7297

Condo Manager: Alexis Miner  
780-448-4984 ext. 342  
[alexis@ayreoxford.com](mailto:alexis@ayreoxford.com)

Senior Executive Condo Administrator: Carrie Laliberte  
780-448-4984 ext. 334  
[carrie@ayreoxford.com](mailto:carrie@ayreoxford.com)

MAINTENANCE STAFF: Doug Hardy

AFTER HOURS EMERGENCIES  
780-499-8424

We have recently created a Website for all Owners to access through Genie Pad. On the website you will find important updates on your condominium, recent Board Meeting minutes, a message forum to voice your concerns as well as many other great features! Come join us online at <https://uptownestates.condogenie.com>.

**GENERAL INFORMATION AND POLICIES**

**1. Rules re: Moving In or Out:**

- Refer to Part VII, paragraph 80 of the Bylaws of Uptown Estates.
- All move ins and moves outs must be scheduled at least 5 days in advance with Ayre & Oxford (A & O). These arrangements are necessary to ensure orderly use of elevators and to minimize damage to common property.
- Booking the elevator – the elevator will be locked down for the main floor and the floor you are moving to or from. Elevator pads are provided to protect the walls. Please use caution when moving items so as not to damage the hallway walls. To minimize elevator service disruption for others, please have items ready to load before using the key and release the elevator immediately after offloading.
- Elevators held open without a key may cause major repair issues. If you are found holding the door open, you will be charged for the elevator company inspection and any repairs required.
- A moving fee is payable prior to the move. The fee is \$125 for moves requiring elevator lock-off for <3 hours and \$25 for each additional hour.
- A damage deposit of \$500 is required prior to moves. Providing there is no damage, the deposit will be returned within two weeks of the move.
- Moves are permitted between 9:00 AM and 6:00 PM. Permission to move outside of these hours may be approved by the manager or board with any additional costs to be borne by the Unit involved.
- Building security must be maintained throughout the move. A & O will engage a security guard to monitor/control lobby access during moves.
- Any damage to common property shall be charged to the Owner whose Unit is involved in the move.
- Unwanted or damaged furniture, mattresses, etc. are not to be left at the garbage and recycle bins. It is your responsibility to remove them or to pay to have them removed. Units will be charged for the cost of removing any items left which can be tracked to a Unit.
- A fee of \$125 will be assessed to the Unit if there is any contravention of these rules.

**2. Building keys and Parkade Openers:**

- Owners are responsible for locks and keys to suites and mailboxes.
- Contact Ayre & Oxford Inc. to have the intercom program changed to include your name(s).
- Additional remotes can be purchased from Ayre & Oxford Inc. as follows: the amounts indicated are non-refundable:
  - Purchase an additional Parkade Fob for \$75.00
  - Purchase an additional door Fob \$50.00

*\*Note: when selling or purchasing a unit within Uptown, it is the sellers responsibility to ensure Fobs are forwarded on to the purchaser (new owner)*

**3. Emergencies:**

- If there is a police, fire or medical emergency, call 911.
- For Maintenance Emergencies contact Ayre & Oxfords Emergency On Call at 780-499-8424
- Non-emergency reports should be made to Ayre & Oxford the following business day for record purposes.

**4. Fire Alarm Procedures:**

- If you see a fire in the building or within your unit, Call 911 immediately and pull the nearest fire alarm in the hallway to trigger the building fire alarm.

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- Exit the building immediately using the stairway or exit located closest to you. DO NOT use the elevators.
- If you are injured or otherwise unable to leave your unit, call 911 and notify them of your location.
- It is advisable to leave all doors to the unit closed but unlocked. Should the Fire Department have to enter locked units they have the right to enter by whatever means they see fit. Any ensuing damages are the responsibility of the owner. This falls under the City of Edmonton and Alberta Fire Code.
- Items that may obstruct exits or cause a trip hazard in a dark smoky hallway, may not be left in the hallways at any time. This would include items such as doormats, shoes, garbage bags, carts, strollers, etc.
- Stay clear of the entrances to allow the Fire Department room to access the building with their equipment.
- Do Not drive your vehicle on the lot if there appears to be an alarm. Drive areas must remain clear to allow the Fire Department access with their vehicles and equipment.
- No one is to re-enter the building until the "All Clear" is given by the Emergency Services personnel or a representative of the Board.
- Fire safety measures are essential to preserve everyone's life and property. Components of the fire detection system (smoke detectors and alarms) are inspected regularly.

### **5. Noise and disturbance:**

The expected and appropriate noises of daily living are to be confined to the hours between 8 am and 11 pm. Please be considerate of your neighbors and be quiet in the early morning and late evening.

- a. Parties or activities extending beyond 11 pm should be conducted with appropriate respect for your neighbors.
- b. Owners with complaints regarding noise in a unit after hours are asked to call the police and report the complaint to Ayre & Oxford on the next business day. Please document the dates, times and the nature of the complaint with as much detail as possible.
- c. As per the bylaws a warning will be issued for a first offence, depending on the severity of the offence the Board may issue a fine in the amount of \$250.00 for a first offence sanctioned against an owners account. Repeat offences could be fined up to \$1000.00 per violation.

### **6. Renovations and Repairs:**

Simple changes to your unit such as painting, wallpaper, and drapes can be done at any time.

However major renovations, such as those that involve moving walls, electrical, drainage, plumbing or flooring changes require the approval of the Condominium Board. Please note the following:

- Contact Ayre & Oxford Inc. for a copy of the "Unit Alteration Form"
- Ensure that you allow at least 6 weeks before your renovation to give the Board time to review and approve your application at its monthly meeting.
- The Board may ask for more information before they give approval for major renovations, so consider this when making your application.
- Construction in units is to be between 9 am and 6 pm from Monday through Saturday.
- If you are planning a renovation, contact building management prior to commencement for guidelines and they will provide permission. This also applies to moving plumbing or electrical fixtures from one location to another.
- Unapproved renovations are subject to removal at your expense.
- If you are upgrading or renovating, please ensure your insurance is adjusted to reflect coverage on all items that are no longer "builder's grade."

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- The same elevator booking policy for move-in/out's must be followed when doing major renovations. Failure to book the elevators and have the appropriate padding up will result in a fine of \$125 being applied against the Unit Owner's account, in addition to the \$125 booking fee. Any costs incurred by the Corporation for clean- up and/or repairs to the property as a result of damages or debris caused by the renovations will also be assessed back to the Unit.

### **7. Home based business:**

- Please make your request in writing to the Ayre & Oxford for approval by the Board further to their review.
- Approval will not be given to businesses which require public attendance in the building, or on the property.

### **8. Air conditioners:**

- The only acceptable outdoor air conditioners are the ones that are plumbed into your heating system.
- New installation of such air conditioners requires Board approval. Please see #5 above.
- Portable air conditioners must be contained within your unit. They cannot hang out the window.

### **9. Heating:**

- It is the responsibility of the owner or residents to inspect their home for leaks and to report them as soon as discovered.
- Inspect heating pipes, carpet areas and ceilings frequently.
- Report any damage as soon as possible to avoid further damage and possible liability.
- In the winter please make sure your heat is on. If you do need to open a window, please monitor heating pipes closely as there have been problems with pipes freezing when there is a change in temperature.
- Damage done to your suite and other suites, as a result of frozen pipes that burst, due to the negligence on the part of the resident or owners of the suite, is the responsibility of that owner and/or resident of that suite. Winter temperature can change drastically from warm to cold in a short time.
- Everything in the furnace room is the owner's responsibility.

### **10. Sprinkler Systems:**

- All suites have sprinkler heads in them.
- Please familiarize yourself with where they are and keep the area immediately around them free of objects. A burst sprinkler head can cause a lot of damage not only to your suite, but also to other suites and common areas.
- If a sprinkler head breaks as a result of negligence on the part of the occupant, they are responsible for the damage.

### **11. Pets:**

Please be reminded of the bylaws regarding pets at Uptown Estates Part VI 47

- Only owners who purchased directly from True North Properties Developer and had declared a pet at purchase are allowed to have a pet for the life of said pet. Eventually, Uptown Estates will be a pet free building
- Clean up after your pet on common property.
- Do not use balconies to replace walking your pet.
- Pets are subject to noise and littering bylaws of the Condominium Corporation and policies of the Board. Fines will be assessed beginning at \$250, rising to \$500, \$750 and \$1000 with subsequent infractions. Then, the animal will be evicted.

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### **12. Payment**

Common Expense Levies (condo fees) can be paid via post-dated cheques or Electronic Funds Transfer. Payment for all other items including but not limited to move fees, fobs and keys, chargebacks, parking, etc. can be paid by cheque made out to:

Uptown Estates  
C/O Ayre & Oxford Inc.  
#203 13455 114 Avenue  
Edmonton Alberta, T5M 2E2

Or via the Corporation's CondoCafe.

Please note that any payment that is returned is subject to a \$35.00 NSF processing charge, as well as any interest charges as set out in the Corporation Bylaws.

### **13. Insurance:**

The Condominium Corporation carries Real Property All Risk Insurance, which provides coverage to the full replacement value of all real common property and Directors and Officers Liability. Only common property and improvements installed by the Developer will be covered under your Condominium insurance coverage.

Provide your insurance agent with a copy of the Corporation bylaws and the current Corporation insurance certificate for their reference in ensuring your coverage is relevant to areas of your responsibility.

It is strongly suggested that all owners have proper insurance. A copy of the insurance documents should be presented to the management company for their records.

This policy does not cover the individual unit owner in these important areas:

- Insurance coverage on your personal property or contents coverage
- Insurance coverage for personal liability
- Sewer Back up
- Contingent insurance
- Insurance on Betterments, or improvements
- Loss assessment (coverage for the Corporations deductible should this be assessed back to the unit responsible.)
- If the unit is rented to tenants, the owner should carry a condo package that also covers tenant liability; the tenant must carry a tenants policy.

To protect yourself in these important areas you should purchase a Condominium Unit Owners Policy. This package is designed specifically for this unique type of ownership. Contact your insurance agent to ensure that your needs are adequately met.

### **14. Rental Units:**

The rental policy affects all rental units at Uptown Estates. Please be aware of Part VI section 57 of your Corporation Bylaws.

- The Owner must provide a Security Deposit of \$1000.00 to the Corporation to be help in a Trust account by the Corporation. The Security Deposit will be refunded when the unit ceases to be a revenue property.
- The Owner must provide written notification to the Condominium Corporation indicating their intent to rent their unit, and the name and contact information for their tenant. Each time the unit is re-rented the Owner must provide the new tenant information to the Condominium Corporation.
- The Owner must provide their current mailing address and telephone number, as well as information pertaining to any management representative if applicable.
- The Owner of the unit is responsible for the actions of their tenant(s) and/or their guest(s). The Owner and/or their representative must deal with any issues that are

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brought to their attention in a timely manner, and the Owner will be responsible to pay for any damages caused by the tenant(s) and/or their guest(s).

- The Tenant must agree in writing to the Board to be bound by and comply with the Bylaws of the Corporation and relevant policies of the Board. The Owner is responsible to ensure this is carried out.

### ***15. Thinking of selling?***

It happens – everyone's needs change over time. Note though that when you are selling the real estate agent you work with or potential buyers are usually interested in some key documents:

- Condo Bylaws
- Previous AGM minutes
- Insurance Certificate for building
- End of year financials
- Reserve Fund Study

All these documents have been provided to owners in the past. By law you only have to make these available for VIEWING (by appointment at Ayre & Oxford) however to speed up the sales process most sellers keep a copy of the documents handy. Please remember that if you need any of these documents reproduced there is a fee which can be \$300-500 depending on the needs of the buyer. So be sure to have your bylaws and keep your AGM information in a handy spot!

**You can order your documents online at CondoPapers here:**

[https://www.condopapers.com/index.cfm?fa=site.vendor\\_company&uv=B373D924-CA94-476B-AD5E-E5CE50683FCD](https://www.condopapers.com/index.cfm?fa=site.vendor_company&uv=B373D924-CA94-476B-AD5E-E5CE50683FCD)



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**GUIDELINES FOR ENJOYMENT AND USE OF COMMON AREAS**

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**1. Exercise Room:**

- The exercise room is available to all residents over the age of eighteen years of age; however, owners need to understand that they are solely responsible for any damage caused by their guests, family members, or tenants.
- Equipment must be used responsibly at all times.
- The Condominium Corporation does not accept liability for injuries.
- Access to the exercise room may be revoked for all residents of a suite in cases where the Board deems that one of those residents used the equipment in a negligent or dangerous manner, or where willful damage has occurred.
- You must clean the equipment after every use, return the thermostat to 18 degrees and switch off all lights after use.

**2. For Sale/Rent Signage:**

- Signs, billboards, advertising, or other notices may not be displayed on the common property, private use areas or in the window of your suite without written consent of the Board.

**3. Balconies:**

- Balconies may not be used to store items which are not being used on a day-to-day basis. This includes items such as bags, boxes, mops, brooms, shovels, ext.
- Patio furniture or other items intended for exterior use are permitted. Furniture or shelves which are intended for interior use are not permitted on the balconies.
- Clothes lines or racks are not permitted on the balconies and clothes, blankets or rugs may not be hung over the railing of the balconies.
- Satellite dishes, television/radio antennae, mobile telephone, sheds or towers are not permitted on balconies or anywhere on the common property.
- Mops, rugs or brooms any not be shaken out over the railing of the balcony.
- Gas barbecues are permitted but Propane BBQs are NOT allowed. The Owner is responsible for any damage related to negligence or the improper use of a barbecue.
- Christmas lights are permitted between December 1<sup>st</sup> and January 15<sup>th</sup> only.
- Potted plants are permitted on the balconies provided the resident takes precautions to ensure they do not over water them, causing water to run off the balcony on to the privacy areas below.
- Smoking is permitted on their balconies if a fireproof container with a lid is used to dispose of live cigarette butts. DO NOT dispose of live cigarette butts by throwing them off the balcony.
- Residents are responsible for ensuring that items such as pop cans and napkins which may be blown away are not left on the balconies.
- DO NOT sweep or wash debris off your balcony onto the private areas below.

**4. Garbage:**

- Garbage must be disposed of immediately. DO NOT leave garbage in the hallways, parkade, or anywhere on the common property or balconies.
- All garbage must be disposed of in tightly sealed bags and placed immediately in the waste disposal bin or garbage chute. You may not place garbage in the garbage room, beside the bin, or leave it hanging out of the bin.
- Large items, furniture, appliances, mattresses, and box springs must be taken directly to the City of Edmonton Landfill, and may not be placed in or beside the condominium waste bin.
- Household hazardous waste must be disposed of at the City of Edmonton Eco Center, and may not be placed in or beside condominium waste bins.
- All recyclables must be placed immediately in the recycle bin. Cardboard boxes and other recyclables must be flattened or otherwise broken down prior to placing them in

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the bin. You may not place any recyclables beside the bin or leave them hanging out of the bin.

- Renovation materials such as drywall, carpeting, and lumber must be taken to the City of Edmonton Landfill or Eco Center and may not be placed in or beside the condominium waste bins.
- Overflowing bins result in additional pick-ups and additional cost to the condominium. (Bins are considered overflowing if there is waste material visible above the rim.

### **5. Safety and Security:**

- Smoking is not permitted in any of the common areas or in the underground parkade.
- DO NOT dispose of live or distinguished cigarette butts by throwing them off the balcony, or anywhere on the grounds including the front entrance and parking lot.
- Storage of propane tanks and other flammables or toxic materials is not permitted.
- To reduce fire hazards, real Christmas trees are not permitted.
- Don't allow people to follow you through doors.
- Wait for the parkade door to close when entering or exiting the parkade.
- Report suspicious activity to the police.

### **6. Visitor access:**

Your phone or cell number must be given to Ayre & Oxford to enable activation of the front lobby panel access.

When a visitor in the lobby buzzes your unit (The phone number for your unit appears on the panel; it is not your unit number), you will press "9" on your phone. This allows visitors access through the front door as well as up the elevator to your floor. A delay either through the door or into the elevator will result in access being denied.

The outside front entry door is locked between 9:30 pm and 7:00 am. Late visitors must be met at the outside door to gain entry.

There is a number of visitor parking stalls at the rear of the building with access off the side line.

All visiting guests are subject to the bylaws and policies of Uptown Estates Condominiums. Owners/residents are responsible for informing their guests of the Bylaws and Policies which may relate to them, and for ensuring that they abide by them.

### **7. Parking:**

Vehicles must be operational on a day-to-day basis. Vehicle repairs such as oil changes are not permitted in the underground parkade or in the parking lot.

No such items as tools, storage bins, coolants may be stored in the parking stalls. Residents are responsible for ensuring that their vehicle does not leak any fluids on the parking lot, or parkade floor. In the event that oils or fluids do leak, the owner is responsible for the cost to clean the stall.

Residents are responsible for removing their vehicles from the lot and parkade from time to time as requested in order for work to be carried out. Such work may include, but not limited to, parkade and lot sweeps, snow removal, and concrete repairs. Vehicles that are not removed by the resident may be towed at the owner's expense.

Propane vehicles are not permitted in the underground parkade at any time.

Trailers, recreational vehicles, and campers are not permitted to be parked anywhere on the common property.

Vehicle size must not exceed the designated perimeter of the stall.



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Parking is permitted in designated parking areas only.

No vehicle may obstruct or impede the flow of traffic. Any vehicle parked in an area not designated for parking, or protruding excessively into drive areas may be towed. Residents are not permitted to park in the visitor parking stalls.

If it is determined that a vehicle parked in a visitor stall belongs to a resident it will be towed at the vehicle owner's expense.

Should an unauthorized vehicle be parked in an assigned stall, it is the responsibility of the titled owner of that stall to have unauthorized vehicle tagged or towed.

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## ***Uptown Estates*** **Contact Information Update Form**

How would you like to receive your Condominium Correspondence?

EMAIL ONLY ☐

MAIL ONLY ☐

**\*\* Please ensure that your address filed with Land Titles is kept up-to-date at all times to ensure you receive important Legal documents pertaining to your Property, which will continue to be mailed to the Address registered on Land Title. \*\***

Suite No.: \_\_\_\_\_ Building (where applicable): \_\_\_\_\_

### **OWNER INFORMATION**

Owner Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address (if offsite): \_\_\_\_\_ Prov: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Primary Phone No.: \_\_\_\_\_ Secondary Phone No.: \_\_\_\_\_

E-mail: \_\_\_\_\_

Emergency Contact/Agent: \_\_\_\_\_

Emergency contact primary phone: \_\_\_\_\_ Secondary phone: \_\_\_\_\_

### **TENANT / RESIDENT INFORMATION, (if different from Owner):**

Name(s): \_\_\_\_\_

Daytime phone: \_\_\_\_\_ Evening phone: \_\_\_\_\_

Please be reminded that the Owner(s) is/are responsible to ensure the Tenant(s) receive all applicable correspondence.

### **CARS OWNED OR USED BY OWNER/RESIDENTS parked on Condominium Property:**

#### **Car #1.**

Parking stall number: \_\_\_\_\_ Make/Model: \_\_\_\_\_ Colour: \_\_\_\_\_ License Plate Number: \_\_\_\_\_

#### **Car #2.**

Parking stall number: \_\_\_\_\_ Make/Model: \_\_\_\_\_ Colour: \_\_\_\_\_ License Plate Number: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

The information requested above is required as per your Bylaws and the Condominium Property Act. Please ensure you submit a new form with any changes to any of the above information. Changes are accepted in writing only, to ensure no discrepancies.

**Once completed, please sign and return the form to [carrie@ayreoxford.com](mailto:carrie@ayreoxford.com), or via fax, regular mail, or drop it off to our office, contact information provided on the letter head.**

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## **Uptown Estates Alberta Treasury Branch Pre-Authorized Chequing Authorization for Debit Transfer**

Unit #: \_\_\_\_\_

Surname: \_\_\_\_\_ First Name: \_\_\_\_\_ Initial: \_\_\_\_\_

Name: \_\_\_\_\_  
Complete if the name the account is under is different from Condominium Owner's name

Address: \_\_\_\_\_ City: \_\_\_\_\_ Prov: \_\_\_\_\_ PC: \_\_\_\_\_

Telephone No: \_\_\_\_\_ Email: \_\_\_\_\_

### **CIRCLE YES OR NO**

- |                                                                                                                                                                                                                                                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none"><li>1. New Pre Authorized Plan for Ayre &amp; Oxford Inc.? YES NO</li><li>2. Bank Information Change (If Applicable)? YES NO</li><li>3. Are you authorizing any outstanding balance to be withdrawn from your account along with your monthly fees? YES NO INITIALS _____</li></ol> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

I, \_\_\_\_\_; Hereby authorize Alberta Treasury Branch (ATB) and:

**Ayre & Oxford Inc.**

#203, 13455 – 114 Avenue NW

Edmonton AB T5M 2E2 Telephone: (780) 448-4984

**To transfer monies in the amount of the monthly condominium fees from my account at the following location:**

Financial Institution Name \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

I authorize Ayre & Oxford Inc. and ATB to use the services of any member or affiliate of the Canadian Payments Association (CPA) in carrying out this authorization. I agree to be bound by the standards, rules and practices of the CPA as they may exist from time to time. I agree to give written notice of cancellation of this authorization to Ayre & Oxford Inc. and to be bound by this authorization until Ayre & Oxford Inc. has had reasonable time to act on the notice. Ayre & Oxford Inc. and/or ATB may terminate this authorization by providing me with ten (ten) days notice. I undertake to inform Ayre & Oxford Inc. within ten (10) days of any changes to branch, account and institution number while this authorization is in effect.

**It is the Condominium Owner's responsibility to notify Ayre & Oxford Inc. of cancellation or changes to the Pre-Authorized account on or by the 23<sup>rd</sup> of the current month.**

**I understand there will be a service charge of \$35.00 if any withdrawal is returned. (This service charge is subject to change without notice.)**

Commencement Date: \_\_\_\_\_ 1, 20 \_\_\_\_ (We must receive this form by the 23<sup>rd</sup> of the month before the commencement date.)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

Please send completed form to [receivables@ayreoxford.com](mailto:receivables@ayreoxford.com).

**A VOID CHEQUE or BANK CONFIRMATION MUST BE ATTACHED**

#203, 13455 – 114 Avenue NW Edmonton AB T5M 2E2

Telephone (780) 448-4984 • Fax (780) 448-7297

[www.ayreoxford.com](http://www.ayreoxford.com)

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## **NOTICE OF INTENTION TO RENT/LEASE Uptown Estates**

We, \_\_\_\_\_ ' as owner(s) of Unit Number \_\_\_\_\_  
\_\_\_\_\_ intend to rent/lease the unit to:

\_\_\_\_\_  
(name and address of proposed tenant/lessee)

2. A copy of the proposed rental agreement/lease showing the terms thereof, the amount of the rental to be paid, the circumstances under which it may be terminated prior to expiry and containing the proposed lessee's signature in agreement to undertake the bylaws, and the Condominium Rental Policy / Regulation is attached.

3. My/Our address for service of legal process is:

\_\_\_\_\_  
\_\_\_\_\_

4. I/We undertake to pay the Condominium Corporation and to indemnify it against any damage sustained by the Corporation or any other person as a result of the tenant's/lessee's breach of any Bylaw or any damages resulting from negligence or nuisance committed by the tenant/lessee.

5. Notice of Move in and move out must be notified 1 week in advance, at which time an elevator key will be provided if applicable to assist with the move.

6. I/We understand and agree that any unpaid charges resulting from damage sustained by the Corporation or any other person as a result of the tenant's/lessee's breach of any Bylaw or any damages resulting from negligence or nuisance committed by the tenant/lessee will be applied against Condominium fees paid; resulting in action taken as per the Corporation. The Corporation also has a charge against the estate of the defaulting owner, for any amounts that the Corporation has the right to recover under these by laws. The charge shall be deemed to be an interest in the land, and the Corporation may register a caveat in that regard against the title to the defaulting owners' unit. The Corporation shall not be obliged to discharge the caveat until all arrears, including interest and enforcement costs have been paid.

7. I/We have fully explained to the prospective tenant/lessee the provisions of Sections 53 to 57 of the Condominium Property Act and we have provided the tenant with a copy of the Corporation's Bylaws.

8. I/ We understand that the Residential Tenancies Act may affect us and our tenant. If there is a conflict between the Residential Tenancies Act and the Condominium Property Act, the Condominium Property Act applies.

DATED at Edmonton this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
SIGNATURE OF OWNER

\_\_\_\_\_  
SIGNATURE OF CO-OWNER

Attachments: Proposed Rental Lease Agreement

Undertaking outlined per section 2. Above

Information update form

Tenants insurance certificate.

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UPTOWN ESTATES CONDOMINIUMS  
Confirmation of Bylaw Receipt

To: Board of Directors: Uptown Estates Condominiums

Unit # \_\_\_\_\_

Address: \_\_\_\_\_

In consideration of the attached application to lease unit #\_\_\_\_\_, please be advised of the following:

I / We \_\_\_\_\_  
have received a copy of the Corporation bylaws, for review.

I / We \_\_\_\_\_ agree to undertake the  
bylaws.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_

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## UPTOWN ESTATES CONDOMINIUMS CEASE TO RENT

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To: Board of Directors: Uptown Estates

Unit #: \_\_\_\_\_

I / We \_\_\_\_\_

Cease to rent the aforementioned suite effective: \_\_\_\_\_ date.

My/Our mailing address for future correspondence is:

\_\_\_\_\_  
\_\_\_\_\_

Contact Number: \_\_\_\_\_

I/We would like to request that our Rental Deposit be returned by (check the applicable box):

☐

Mail to the above noted address.

☐

I/We would like to be notified when the cheque is ready and come to the Ayre & Oxford office to pick it up in person.

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### FOR OFFICE USE ONLY RETURN OF RENTAL DEPOSIT CHEQUE REQUEST

PROPERTY: \_\_\_\_\_

PAYEE: \_\_\_\_\_

DATE: \_\_\_\_\_

AMOUNT: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

NOTES: \_\_\_\_\_



## **Uptown Estates**

### **Rules for Common Property Parking**

Please refer to Part VI, paragraph 67 of the Bylaws of Uptown Estates which deals with Common Property parking. The bylaw states that owners and occupants of the building cannot use the parking stalls which have been set aside for guest (visitor) use.

In order to comply with the bylaws and to have visitor parking available for visitors, the following parking policy shall be effective immediately:

1. No owner or other Apartment Unit occupant shall use the parking stalls set aside for guest use.
2. Owners or occupants who use visitor parking stalls in contravention of the bylaws shall be subject to the following sanctions:
  - a. First instance - \$100
  - b. Second instance - \$250
  - c. Third and subsequent instances - \$400/instance
3. Vehicles parked in emergency access routes, garbage bin areas or loading zones will be subject to tagging or towing at the owner's expense.

Issuance of this parking policy constitutes notice/warning and the above sanctions will apply immediately in the event of any contraventions.

# Intercom Update

## Uptown Estates



Please be advised an Intercom system is installed and all entrance doors to the building are secured.

The system works by using a 4 digit number assigned to your suite which has to be entered by your guest, which then activates your home telephone or your cell phone. You may allow your guest access to the building by pressing “9” on your phone pad. *Please note that the main doors lock down from 9:30 pm-7 am and residents must go down physically to let visitors into the building during these hours.*

To activate your Intercom we require the telephone or cellular number \*\* you wish to use, along with your choice of either: your last name and initial or “Occupied” to be displayed on the intercom list.

Please fill out the following information and return it to [carrie@ayreoxford.com](mailto:carrie@ayreoxford.com) or to the office at:

Ayre & Oxford Inc.  
#203, 13455 – 114 Avenue NW  
Edmonton AB T5M 2E2  
FAX: (780) 448- 7297

***\*\*Can only be hooked up to one (1) local number.***

Unit #: \_\_\_\_\_

Owner/Tenant Name(s): \_\_\_\_\_

Display: Name or “Occupied”: \_\_\_\_\_

Phone Number: \_\_\_\_\_

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Professional Real Estate Management

Accredited Management Organization®(AMO®)

## **Uptown Estates Condominium Unit Alteration/Renovation Application ~ Alteration Notice**

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DATE OF APPLICATION: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ Interior Enhancement (needing insurance) Y / N

DESCRIPTION OF PROJECT(S) – Exterior: (Deck, Fence, Flooring, Sun/Screen room, Other)

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City of Edmonton Permit Required: YES\_\_\_\_ NO\_\_\_\_ (if yes, enclose copy of file)

Material(s) to be used in construction:

NOTE: low, minimal or maintenance free materials must be used in construction, and must meet with municipal and provincial codes & requirements

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Color(s): NOTE: If enhancement is exterior, it must coordinate to existing exteriors

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Dimensions, Specifications:

(attach a detailed sketch or drawing of the project showing dimensions, including proximity to adjoining properties. If interior enhancements involve structural changes, an engineer's report may be required.)

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Contractor(s) or persons responsible for construction and contact numbers:

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Estimated start to completion dates of

project(s): \_\_\_\_\_

NOTE: owner(s) accepts responsibility for timely completion of construction project

Units that may be affected and/or impacted by construction:

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# **AYRE & OXFORD INC.**

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## **Uptown Estates Condominium Unit Alteration/Renovation Application – Third Parties Agreement**

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Owner(s) to complete the following section:

I/we, \_\_\_\_\_, as homeowner(s) of Unit \_\_\_\_\_, accept all responsibility for construction and associated costs including permits as well as any/all related maintenance of these projects. I/We also accept full liability for any and all damages caused as a result of the failure of any electrical, plumbing and/or structural components changed during the course of the renovation.

When these enhancements are complete, these projects will be discussed with my/our insurance agent. If applicable my/our insurance coverage will be increased to cover replacement costs associated with these items. I/We are aware and accept full responsibility for any additional insurance premiums incurred as a result of these improvements to my/our property and unit.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Owner's Signature

Office to complete the following section

Board members concerns and/or any related conditions of approval OR denial and reason for denial:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Approved / Denied (Please circle and initial one)

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_  
(Property Manager)

Uptown Estates Condominium  
Unit Alteration/Renovation Application ~ Alteration Materials Specifications

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Date\_\_\_\_\_

This notice will confirm the Board of Directors decision to approve your request to adjust the unit or common area as follows:

INSTALLATION OF \_\_\_\_\_  
ON LEGAL UNIT #\_\_\_\_\_, CONDOMINIUM CORP 082 9959 EDMONTON, ALBERTA.

Specifications as Follows:

IF the installation is an air conditioner: Installation is allowed insofar as it a residential grade, a low noise unit (Below 75DB), the condensing unit is to be located in the fenced yard, it is professionally installed at no cost to the Condominium Corporation, and the unit owners sign the waiver.

IF the installation is flooring: adequate soundproofing must be provided by the underlay selected.

- If the flooring being installed is an engineered floating floor, the insulation needs to have a FIIC impact rating of a minimum 60 to avoid disturbance to adjacent suites.
- A further recommendation for sound barrier would be an FIIC rating of 80.
- The flooring will be installed with the inclusion of a moisture barrier which is mold / mildew resistant.

IF the installation is regarding fixtures: they match the current standards and voltage.

Exterior walling alterations: the impacts on insulation or exterior sheathing are accounted for.

Plumbing/Dishwashing changes: That this work is conducted by a professional.

If you have any questions about coordinating the work, contact your Property Manager.

This decision will stand as long as all of the following conditions are met:

1. The work is to be completed during normal working hours (8:00 a.m. to 6:00 p.m. Mon to Fri), and will not be conducted on balcony space or other common areas, as applicable.
2. Understand that this is considered replacement of the builders' grade; therefore, this will be considered a betterment, or improvement, not covered by the Corporation insurance policy. The owner's personal insurance covers this.
3. It will be the home owner's responsibility to pay for any future damages that may occur due to the above adjustment.
4. It will be the home owner's responsibility to declare to any future purchasers their responsibility for the adjustment.
5. Any Estoppel certificate issued on this property will have an exception to these adjustments as common area.
6. Although this area is no longer considered common area, it must be maintained as to the standards of all other common areas of this project.
7. Failure to comply with any of the above points or failure to sign and return one copy of this form to the Board Manager will result in this request being denied.

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8. Failure to maintain the area after construction will result in the area being returned to its original state at the home owner's expense.
9. All building permits are responsibility of home owner not the condominium board.
10. You are responsible to ensure that any additional noise caused by the alteration does not disturb neighboring units.
11. The same elevator booking policy for move-in/out's must be followed when doing major renovations (flooring, cabinets, etc). Failure to book the elevators and have the appropriate padding up will result in a fine of \$125 being applied against the Unit Owner's account, in addition to the \$125 booking fee. Any costs incurred by the Corporation for clean-up and/or repairs to the property as a result of damages or debris caused by the renovations will also be assessed back to the Unit. Security will be retained for these elevator bookings and will go over a checklist before and after the use of the elevators to ensure no common area damages are seen.

If you agree with all of the above conditions, please sign and return one copy of this form to the Board of Directors of Condo Corp. 082 9959 c/o Ayre & Oxford Inc. Your project will be able to commence once this form is signed and returned.

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, Province

\_\_\_\_\_  
Postal Code

\_\_\_\_\_  
Signature of Home Owner

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Date

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## **Uptown Estates Elevator Booking Form**

Suite No: \_\_\_\_\_ Expected Booking Date: \_\_\_\_\_ Please Circle: Move-IN / Move-OUT / Renovations

Owner Name & Phone #: \_\_\_\_\_

Tenant Name & Phone #: \_\_\_\_\_

I/We \_\_\_\_\_, hereby declare the following move in/move out/renovation etiquette will be followed through the duration of our move/renovation:

- Refer to Part VII, paragraph 80 of the Bylaws of Uptown Estates.
- **All elevator bookings must be scheduled at least 5 days in advance with Ayre & Oxford Inc.** These arrangements are necessary to ensure orderly use of elevators, security attendance and to minimize damage to common property.
- Booking the elevator – the elevator will be locked down for the main floor and the floor you are moving to or from. Elevator pads are provided to protect the walls. Please use caution when moving items so as not to damage the hallway walls. To minimize elevator service disruption for others, please have items ready to load before using the key and release the elevator immediately after offloading.
- **Only** the elevator with pads hung may be used.
- Elevators held open without a key may cause major repair issues. If you are found holding the door open, you will be charged for the elevator company inspection and any repairs required.
- An Elevator Booking Fee is payable prior to the move. **The fee is \$125 for moves/renovations requiring elevator lock-off for 3 hours and \$25 for each additional hour.**
- **A damage deposit of \$500 is required prior to moves/renovations. Providing there is no damage, the deposit will be returned within two weeks of the move.**
- **Bookings are permitted between 9:00 AM and 6:00 PM. Permission to move outside of these hours may be approved by the Manager or Board with any additional costs to be borne by the Unit involved.**
- Building security must be maintained throughout the move. Ayre & Oxford Inc. will engage a security guard to monitor/control lobby access during moves/renovations.
- Any damage to common property shall be charged to the Owner whose Unit is involved in the move/renovation.
- Unwanted or damaged furniture, mattresses, etc. are not to be left at the garbage and recycle bins. It is your responsibility to remove them or to pay to have them removed. Units will be charged for the cost of removing any items left which can be tracked to a Unit.
- **A fine of \$125 will be assessed to the Unit if there is any contravention of these rules, in addition to the \$125 booking fee.**

|                                       | <b>Prior to Move</b> |    | <b>After Move</b> |    |
|---------------------------------------|----------------------|----|-------------------|----|
| a) Walls clear of markings/damages    | Yes                  | No | Yes               | No |
| b) Flooring clean and clear of damage | Yes                  | No | Yes               | No |
| c) Elevator clear of scratches        | Yes                  | No | Yes               | No |
| d) Time move began                    | _____(Key Provided)  |    | _____             |    |
| e) Time move was completed            | _____(Key Returned)  |    | _____             |    |
| f) Elevator key and door wedges       | Yes                  | No | Yes               | No |

Notes: \_\_\_\_\_  
\_\_\_\_\_

**Prior to Booking:** Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ in the presence of the Uptown Estates Maintenance Coordinator or Garda Security.

X \_\_\_\_\_  
Owner and/or Tenant

X \_\_\_\_\_  
Maintenance Coordinator / Garda Guard

**Further to Booking:** Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ and submitted to the Uptown Estates Coordinator.

X \_\_\_\_\_  
Owner and/or Tenant

X \_\_\_\_\_  
Maintenance Coordinator / Garda Guard



# UPTOWN ESTATES

## PARKING STALL STORAGE POLICY

The Board has created a parking stall storage policy,  
effective November 1, 2017

Acceptable items for parking stall storage at Uptown  
Estates are:

- Up to 4 motor vehicle tires
- No more than 2 pedal bicycles
- Other items must be non-flammable, non-combustible items, stored within an approved storage cage.

New wire storage cage specifications must be preapproved by the Board of Directors in advance of any installation and must reflect similar design parameters of the current two cages visible currently within the parkade

Items are not to extend beyond the stall, interfere with the drive lane or be a pedestrian traffic hazard.

Please ensure you clear items not approved above from your stall within 72 hours. Failure to do so will result in a warning notice, followed by a formal notice to remove items with a due date. Failure to adhere to the 2<sup>nd</sup> notice will result in fines being sanctioned against Units.

Thank you for your cooperation.

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## **PROPERTY RESIDENT COMPLAINT FORM**

Today's Date: \_\_\_\_\_ Building Name / Address: \_\_\_\_\_

Name: \_\_\_\_\_ Suite: \_\_\_\_\_ Owner or Tenant? \_\_\_\_\_

E-mail address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Complaint against Suite #: \_\_\_\_\_ Type of complaint: \_\_\_\_\_

If the complaint is noise, describe the type of noise: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How frequent is this occurring? \_\_\_\_\_

How long does this occur? \_\_\_\_\_

At what time of day? \_\_\_\_\_

Location / source of the complaint? \_\_\_\_\_

How is it affecting you? \_\_\_\_\_

Is it affecting anyone else? \_\_\_\_\_

Other relevant details: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Are you willing to attend court in the event that this issue escalates to that point? \_\_\_\_\_

*The information collected here is for legal and record keeping purposes only. Your information will not be shared with the offenders unless required by law.*

### **FOR OFFICE USE ONLY:**

1<sup>ST</sup> COMPLAINT

2<sup>ND</sup> COMPLAINT

3<sup>RD</sup> COMPLAINT

4<sup>TH</sup> COMPLAINT

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_