

Mirra Condominiums

Welcome ***to your new home at Mirra Condominiums***

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

ADDRESS :

**Suite #203, 13455 -114 Avenue NW
Edmonton AB, T5M 2E2**

Ph: 780.448.4984 ~ Fax: 780.448-7297

PROPERTY MANAGER:

Alexis Miner

**E-mail alexis@ayreoxford.com
780-448-4984 ext. 342**

ADMINISTRATIVE ASSISTANT:

Carrie Laliberte

**E-mail carrie@ayreoxford.com
780-448-4984 ext. 334**

MAINTENANCE STAFF :

Andy Maddock

AFTER HOURS EMERGENCIES

780-499-8424

Guidelines for the Use & Enjoyment of Common Areas

Ayre & Oxford Inc. role is to manage on behalf of the Owners, common area issues such as grass cutting, watering of the trees and lawn, snow removal, garbage removal, parking, pet issues and items pertaining to/ in accordance with the Bylaws. Ayre & Oxford manage the collection of the monthly condo fees and ensures that all bills are paid in a timely manner.

All common area concerns can be directed to your Property Manager – Alexis Miner or Sam Salloum, Administrative Assistant.

1. **Move In/ Move Out Etiquette**

1. Please pay close attention to balconies when navigating moving trucks.
2. Please ensure you do not block Emergency Fire Lanes for any extended duration while conducting your move, and be ready to remove your vehicle promptly if required.
3. No driving on the grass.
4. Damages resulting from vehicles or trucks on any common property area, or any other damages incurred will be charged backed to the unit Owner.
5. Do not dispose of any furniture or large items in the garbage.

2. **Access & Keys**

Unit and mailbox locks/keys are the Owner's responsibility to replace and maintain.

3. **Security**

The security of your neighborhood is relevant to everyone. If you see unsafe conduct or activities, please report the suspicious activity to the police.

If there is a police/fire or medical emergency, call 911.

If it is not an emergency, call the police non-emergency line at 780.423.4567. After providing the details, request the event number for this incident and kindly report the event and incident number to Ayre & Oxford Inc. the next business day. Include the date/time and nature of the complaint with as much detail as possible so that we may keep on record or follow up accordingly.

4. **After-Hours Emergency**

Your Condominium Corporation employs personnel to ensure that you have someone familiar with your property to address most site emergencies and complete a regular maintenance check on your property. Outside of regular business hours, a rotating after-hours emergency staff is available to assist you – please note they are paid at an overtime rate.

If you have a flood or a similarly urgent issue which requires immediate assistance please contact Ayre & Oxford Inc. directly during the day (780.448-4984), or the after-hours emergency staff using the After-Hours Emergency Line: 780.499.8424. The Condominium Corporation pay

maintenance staff for their time on-site, however please keep in mind that many concerns you may have within your suite are a unit owner's responsibility as outlined in your Bylaws. If personnel are called on-site solely to assist in completing an owner responsibility, the Corporation will have to charge your unit for the expense.

If you are unsure whether your concern is an owner issue, please ask the property management office directly. All non-urgent reports should be made via email or phone to the office for record purposes.

5. **Noise & Disturbance**

Daily living and its associated noises are expected between the hours of 7 am to 11 pm. Outside of this timeframe, please consider it quiet hours; parties or activities beyond 11pm should be conducted with due respect to your neighbors.

Owners with complaints regarding noise in a unit after hours are asked to notify the police and to provide the incident number to your Property Manager the following business day with accompanying details for record keeping or follow-up.

Please note; if a unit owner is in breach of the bylaws there will be a warning letter sent to the unit owner of the bylaw breach. If this offence is repeated there will be a \$100 fine. The next offence will result in a \$250 fine. Please review your bylaws to ensure you are aware of the Mirra bylaws.

6. **Pets**

All pets must be registered using the enclosed Pet Application Form and Owners are to be compliant with the terms of the agreement as submitted to the Board of Directors. The new pet guidelines are as follows:

- A refundable pet deposit of \$150.00 is to be paid to the Corporation. As the pet owner, you will be responsible for the cost to repair any damage to the sod in front of your unit.
- If the deposit is used in any way against damage to the common area, you will replenish the deposit within 14 days.
- All cats must be indoor cats
- No dog shall be allowed to relieve itself anywhere on the common property. This includes balconies, patios, parking areas and especially the common grassy areas. Anyone caught doing so will be fined \$150.00 and charged back the cost of cleaning and any repairs that may be required.

Please note the bylaw requirements:

59. Animals:

Other than birds and fish, an Owner is not permitted to have more than two (2) animals in his Unit or on the Common Property. The Board may adopt further policies with respect to "pets", which policies the Board shall have right to amend from time to time. An Owner shall be permitted to keep those pets that conform to the pet policies adopted by the Board. (...)

7. **BBQ's**

Are not to be left unattended and appropriate precautions are to be taken to ensure the safety of all. Any damage to the exterior of the building is the responsibility of the owner of the suite upon which damage incurred. No stores of gasoline or other combustibles or offensive goods shall be kept in any Unit, Privacy Areas or the Common Property.

8. **Heating**

During the winter months, please make sure your heat is on. Do not leave windows or patio doors open when you are not home. If you do need to open a window, please monitor it closely as there can be problems with pipes freezing when there is a change in temperature.

Damage to your suite and any other suites as a result of frozen pipes due to negligence on the part of the resident or owners of the suite, will be the financial responsibility of the owner of that suite.

9. **Insurance**

To protect yourself and your personal property, purchase a Condominium Unit Owners Policy. This is a package designed specifically for this unique type of ownership. Contact your insurance agent to ensure that your needs are adequately met.

The Condominium Corporation carries Real Property All Risk Insurance, which provides coverage to the full replacement value of all Real Common Property in addition to General Liability and Directors and Officers Liability. Only Common Property and improvements installed by the Developer will be covered under your Personal Condominium Insurance coverage.

Please provide your insurance agent with a copy of the Corporation Bylaws and the current Corporation Insurance Certificate for their reference to ensure your coverage is relevant to the areas of your responsibility.

The insurance carried by the Condominium Corporation does not cover the individual unit owner in the following important areas:

- Insurance coverage on your personal property or contents coverage;
- Insurance coverage for personal liability;
- Loss of use;
- Alternate housing;
- 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 includes coverage of tenant liability; the tenant must carry a tenant's policy.

10. **Rental Units**

Notify the Corporation through Ayre & Oxford Inc. within 21 days of the rental, and provide all contact details requested regarding the tenants. You will find a form attached for your reference. Please ensure your residents send confirmation to Property Management of receipt of Bylaws.

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11. For Sale/Rent Signage

No signs, billboards, notices or advertising matter of any kind shall be placed on any part of the Common Property or delivered door-to-door without the prior written consent of the Board. Please note: this restriction does not apply to signs erected by the Developer.

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:

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

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. If you are going to be away for an extended absence beyond 48 hours, ensure someone is checking your suite.

Thinking of Selling?

It happens – everyone's needs change over time. Remember, if you are planning on selling the Real Estate Agent you work with and 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. If you register as an owner on Genie Pad, you can download these documents for free! By law, you only have to make these available for VIEWING (by appointment at Ayre & Oxford Inc.) however, to speed up the sales process; most sellers keep a copy of the documents handy. Please remember that if you need this documentation reproduced, there is a fee which can run \$300-\$400 depending on the needs of the buyer.

Attachments:

1. Mirra Townhomes Contact Information Sheet
2. Electronic Funds Transfer Form (Automatic Condo Fee Withdrawal)
3. Notice of Intention to Lease Form
4. Notice of Tenants' Receipt of Bylaws
5. Notice to Cease Rental Form
6. Pet Registration Form
7. Mirra Visitor Parking Instructions
8. Mirra Extended Driveway Document
9. Complaint Form for Residents

Mirra Townhomes
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, or via fax, regular mail, or drop it off to our office, contact information provided on the letter head.

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**Mirra Townhomes
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: _____ Province: _____ Postal Code: _____
Telephone No : _____ (work) _____

CIRCLE YES or NO

- 1. New Pre Authorized Plan for Ayre & Oxford Inc.? YES NO**
2. Bank Information Change (If Applicable)? YES NO
3. Are you authorizing any outstanding balance to be withdrawn from your account along with your monthly fees? YES NO INITIALS _____

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

**Ayre & Oxford Inc.
#203, 13455 – 114 Avenue
Edmonton, Alberta 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 23rd 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 24th of the month before the commencement date.)

Witness: _____ Signature: _____ Date: _____

Please send completed form to: receivables@ayreoxford.com

A VOID CHEQUE/BANK CONFIRMATION MUST BE ATTACHED

**NOTICE OF INTENTION TO RENT/LEASE
Mirra Townhomes**

1. We, _____, ' as owner(s)
of _____

Unit Number _____, intend to rent/lease the unit to:

(name(s) 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 and the circumstances under which it may be terminated prior to expiry is attached.

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

4. I/We undertake to pay the Condominium Corporation a \$1500 deposit 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. 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.

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

7. 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.

8. Attached is a cheque for the deposit (one month's rent) in the amount of \$1000.00 or one month's rent which is ever greater and \$150 move in fee if applicable Yes_____, or No_____.

DATED at Edmonton this _____ day of _____, 20 ____.

SIGNATURE OF OWNER

SIGNATURE OF CO-OWNER

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Tenants' Receipt of Bylaws Confirmation – Mirra

To: Board of Directors: Mirra Townhomes

Unit #: _____

Address: _____

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

I / We [THE TENANTS] _____ have received a copy of the Corporation Bylaws for Mirra Townhomes for review.

I / We [THE TENANTS] _____ agree to undertake the bylaws of the Corporation.

Date: _____

Signature: _____
Owner/Landlord

Signature: _____
Tenant/Resident

Witness Signature: _____

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Cease to Rent

To: Board of Directors: Mirra Townhouses Unit # _____

Address: _____

I / We _____

Cease to rent the aforementioned suite effective: _____ date.

Check One:

Please refund security deposit Yes ☐ No ☐

Please keep security deposit on file Yes ☐ No ☐

Please apply security deposit to outstanding balance Yes ☐ No ☐

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Witness Signature: _____

OFFICE USE ONLY	Initial
• Verified Outstanding fines & charges in relation to tenancy	_____
• Apply \$_____ of deposit to cover: _____	

Property Manager Signature

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PET REGISTRATION

The Owners: **Mirra Townhomes**

Unit Owner: _____

Unit Address: _____

I hereby request permission to keep in the aforementioned described condominium unit a pet of the following description (**Note:** Please submit a photograph with this application.):

Common Name: _____

Breed: _____

Approximate Size: _____

Color: _____

Age: _____

Up to date immunization shots: Yes _____ No _____ (check one)

Other Description: _____

In consideration of this permission being granted I agree:

1. I will pay a pet deposit of **\$150 (REFUNDABLE)** to the Corporation for my dog. I understand that if the deposit is used in any way against damage to the common area, that I will replenish the deposit within 14 days. ***Applications must be submitted prior to the pets move in.***
2. That as the pet owner, I will be responsible for the cost to repair any damage to the sod in front of my unit.
3. That at all times when this animal is not in the Unit, or contained in the privacy area, it shall be kept on a leash while coming to or leaving the property.
4. That I will pay immediately for any damage done by said animal to the common property or person.
5. That I will indemnify and save you harmless from any and all claims which may be against the Condominium Corporation by reason of the Condominium Corporation permitting me to keep said animal in my Condominium Unit.
6. That permission granted by the Board of Directors on behalf of the Condominium Corporation may be revoked at any time, at the Board of Director's discretion.
7. That I shall not permit my animal to run at large on any part of the property.
8. Continual barking is acknowledged as disturbing the quiet enjoyment of Condominium Owners, and the Condominium Corporation has the right to withdraw approval of pets that are deemed to be a problem.
9. **Animals are not allowed to defecate or urinate on common property, and if so it is the Owners responsibility to remove immediately.**
10. **All cats are to be in door cats only.**

Per Unit Owner _____ Per Pet Owner _____
Signature Signature

Permission to maintain the above described animal, subject to the Condominium Bylaws and aforementioned conditions, is hereby granted.

Dated this _____ day of _____, 20____.

Per: _____ (Property Manager) on behalf of The Owners: Mirra Townhomes

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Suite 100 - 9939 Jasper Avenue. Edmonton, AB, T5J 2W8
Website: www.diamondparking.ca
Phone: 780.481.4600

Enforcement of the Parking Rules and Regulations:

Effective Date: September 15th, 2020: The strict enforcement of the parking rules and regulations will begin. Diamond Parking Service Ltd. is authorized by laws of contract to issue Violations and/or Tow at the owner's expense, any Vehicle in violation of the Community Parking Rules.

Fines Charged:

- Any vehicle tagged with a parking violation will be fined and is to be paid within 10 days. After 10 days the violation increases.
- Any vehicle towed will be charged to the owner of the vehicle and will be subject to the going tow rate based on size and type of vehicle.
- All unpaid violations will remain in the overdue database; Diamond Parking reserves the right to tow any vehicle found on the property with any overdue violations

Visitor Parking – Way to Register

Online as below:

- _ Browser: **<http://kiosk.myparknow.com>**
- _ Organization: **DPC**
- _ Username: **C334**
- _ Password: **Mirra334***

If you are unable to register your guest via the online system, please contact Diamond Parking at (780) 481 – 4600 for further information as to how to register your guest.

IMPORTANT: It is the resident's responsibility to ensure their visitors are registered. Once you register a visitor, they will be allowed to park for 12 hours from the time you signed them in.

Failure to register your guest vehicle information can and will result in a parking violation and may end up having the vehicle towed at the owner's expense.

IMPORTANT NOTE AND REMINDER, the visitor parking stalls are for visitors ONLY and visitors are allowed to park up to 10 times each month. Upon the 11th registration each month, the visitor is considered an unauthorized parker and will be subject to ticket and/or tow regardless of being registered or not. Residents are strictly prohibited from parking in visitor parking. If the Board, Community Manager or Diamond Parking Service receives knowledge that a known resident is parking in visitor parking, they will be subject to ticket/tow regardless if they are registered or not.

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TO ALL RESIDENTS OF MIRRA TOWNHOMES

RE: PARKING

There are particular units that have paid additional funds to have the option of an extended driveway and these are the only people who are allowed to park in front of their garage.

The units with extended driveways are:

Units 1 – 11, 73 – 78, 81 – 87, 99-109

These units are allowed to have one vehicle parked in their driveway directly in front of their garage door.

All other units are not allowed to have any vehicles parked in their driveway. Any additional vehicles **MUST** be parked on the city street, not in visitor parking or anywhere else in the complex.

Yours truly,

Ayre & Oxford Inc.

As agents on behalf of Mirra Condominiums



Alexis Miner

Condominium Manager

AYRE & OXFORD INC.

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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:

1ST COMPLAINT

2ND COMPLAINT

3RD COMPLAINT

4TH COMPLAINT

NOTES: _____

