



Waterford Court

Welcome ***To Your New Home at Waterford Court***

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.

Property Management
Ayre & Oxford Contact Information

Amanda Edwards – Condominium/Property Manager
Ext. 349 - Email: aedwards@ayreoxford.com

Trish Reilly – Administrative Assistant
Ext. 340 - Email: admin5@ayreoxford.com

Suite 203, 13455 114 Ave
Edmonton AB, T5M 2E2
Ph: 780.448.4984 ~ Fax: 780.448.7297

After-hours Maintenance Emergency line:
780.499.8424

AYRE & OXFORD INC.

Professional Real Estate Management
Accredited Management Organization®(AMO®)

Waterford Court Condominium Plan 062 0420

The Waterford Court is a condominium in which individual residents, as a group, desire to live amicably in neighboring homes. They also desire to share a community which has a pleasant, well-maintained appearance. As residents are physically close to one another, everyone must make a significant effort to act in a neighborly manner. With these conditions in mind, this booklet outlines the 'good neighbor' guidelines, based on the Bylaws, which are in effect in this condominium community.

The Bylaws of the Condominium Corporation are the regulations governing the operating rights and responsibilities of the individual owners and the Corporation. The Bylaws are available to everyone and should be considered as a 'must' read. Although most of the units are occupied by Owners, some have renters as occupants. All residents are expected to follow the guidelines outlined in the Policies/Bylaws.

Operation

The business aspects of running this building are handled by a Property Manager at:

Ayre & Oxford Inc.

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

Emergency Situations

In the event that a problem is noticed in a unit or on common property, please contact your Property Manager(s) at Ayre & Oxford Inc.

Property Manager: Amanda Edwards, aedwards@ayreoxford.com, Ext 349.
Administrative Assistant: Trish Reilly, admin5@ayreoxford.com, Ext 340.

Board of Directors

In accordance with the provincial Condominium Property Act, the Waterford Court Condominium Corporation consists of all the owners. The owners elect a seven-member Board of Directors. All members of the Board serve for a two-year term which is staggered in such a way that only half end their term in office each year. This provides continuity of control. A retiring member may stand for re-election. Please keep in mind that the Waterford Court Board members are volunteers who give many hours of their time to see that the building maintained and that it is a pleasant place to live. Your cooperation and patience in helping them with issues of condominium living will be appreciated. It is hoped that every Owner will take a turn at being a Board member. The Board generally meets once a month. If anyone has a reason to make a submission to the Board, in the normal course of events, inquiries or complaints should be made in writing to Ayre & Oxford Inc. The Annual General Meeting is held annually. A notice along with financial statements are sent to all owners by Ayre & Oxford Inc. at least two weeks ahead of time.

Disputes between Residents

It is assumed that the majority of these will be minimal and easily solved by discussions between the Residents involved without any abuse or harm to each other. The Board of Directors should only be asked to intervene as a last resort for problem solutions.

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Condominium Fees

These are the 'revenue' which ensures that this Condominium Corporation can meet its cost obligations for utilities, insurance, maintenance, cleaning, snow removal, landscaping etc. and contributions to the Reserve Fund. The most convenient method of payment for your monthly fee is electronic payment. This form is attached below in the package.

Payment of the fees is due on the 1st of each month. The Board has implemented a fixed policy for the purpose of collections of arrears:

1. Up to thirty (30) days Statement
2. Thirty (30) to sixty (60) days Statement with Caveat notice
3. Ninety (90) days Caveat registered
4. One hundred twenty (120) days Contact with mortgagee to request payment in full

Any costs related to collection or legal action that may be required will be charged back to the Unit Owner. Cheques returned as not honored by the Bank, are subject to a returned item fee of \$35.00. Fees will increase from time to time as costs increase.

Reserve Fund

As required under the Condominium Property Act, a condominium corporation must have a Reserve Fund to pay for larger repair and renovation costs (a distinct from smaller and routine repairs and maintenance) over the longer term.

A Reserve Fund study must be done every five years to provide an estimate of the remaining useful life of the various components of the building, and the date and dollar costs when they must be replaced. The study provides a basis for a spending plan for the next several years. Funds for this are deposited monthly in the Reserve Fund.

Insurance

All residents must carry the equivalent of a Condominium Homeowner's Insurance package. This insurance can be purchased from most insurance brokers. The Condominium Corporation carries insurance for the common areas.

Common Areas

Each owner owns their individual suite, from the walls inwards. All owners own a share of the rest of the complex, known as the common areas. Patio Decks are technically a common area but owners have the right of exclusive use to their patio decks. The lawns and open space surrounding the building are common areas. Repairs and maintenance within a suite are generally the responsibility of the owner, including the fireplace and smoke alarms. The Bylaws for this Corporation set out the responsibilities of the owners and the Corporation.

Utilities

Residents are responsible for arranging and paying for their own electricity, telephone, TV, water, and furnace. The complex has cable connections.

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Air Conditioning

Window air conditioning units are not allowed. Any damage caused to the window units will be charged back to the Unit owner(s).

Noise

This complex has some unusual characteristics as far as sound transmission is concerned. The walls are constructed in such a manner that sound traveling horizontally from the one unit to another. The adjacent one is negligible. Vertically, however, it is just the opposite and the following should be kept in mind:

- Keep the volume of the radio, stereo, TV, or musical instruments within reasonable limits, particularly if the windows are open.
- Keep noise-making hobbies and modifications to your unit.
- Keep children from running, jumping, or shouting in the backyards and drive-ways.

Parking

- Ensure your vehicle is parked within the confines of your drive-way.
- Occasionally check to determine whether your vehicle is dripping oil on the ground. If it is, please have it stopped or repaired immediately.
- Repairing of vehicles in your garage or drive-way is prohibited from the Corporation Property.
- Storage of vehicles is prohibited from the Corporation Property.
- Only cars, motorbikes, or half-ton trucks may be kept on your drive-way. All other vehicles shall be parked in your garage or on the street.

Patio Decks

- Flower boxes should not be hung over the balcony rail and care must be taken to ensure that the railings are not damaged.
- Hanging baskets are not permitted because of the danger of them falling.
- Wind chimes are not permitted due to the noise factor.
- The balconies are not to be used for the drying of laundry or storage of furniture or bicycles. Only patio furniture or BBQ are allowed.
- Snow is the only thing they may be thrown from the patio deck. Please ensure that it does not fall onto neighboring patios.

Move In-Move Out

- The preferred moving time is any weekday and the weekend between the hours of 9:00 a.m. and 7:00p.m.
- Residents are prohibited from blocking the fire lanes during the move.

Selling or Renting

- Please notify the Board of any proposed change in the occupancy of a unit. Information should include the name of a Real Estate Agent or any other person who may be given access to the unit. The "for sale" signs are not permitted to be installed on the common property areas. All signs are to be posted inside the windows of the listed unit.
- If renting a unit, the notification must include the mailing address at which the owner can be reached. There are a number of regulations which must be considered prior to renting a unit. The Board/Ayre & Oxford Inc. will send a copy of these to the owner on receipt of a unit rental notification.

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The unit Owner will be responsible for the actions of the renter. Owners are also responsible for informing renters of the contents of this handbook as well as ensuring the tenants have read the bylaws. Please refer to the "Tenants Receipt of Bylaws" form attached in this package.

Changes, Modifications, or Additions

While all units are individually owned and one would expect to be allowed to make any desired alterations, there is a problem: units are attached to each other, so a change may structurally affect the neighbor(s).

- As a result, all proposed changes to a unit must be submitted to the Board of Directors/Ayre & Oxford Inc. in writing, complete with detailed specifications.
- The request will be reviewed by the Board who will, if necessary, consult an expert such as a structural engineer, and in turn advise the owner of its decision.
- Trades people working in your unit must be licensed and insured.
- Renovation work that causes noise that would disturb other Residents is not permitted on weekends or statutory holidays without the consent of the Board and during the weekdays between the hours of 9:00 a.m. and 5:00 p.m.

Pets

- All dogs, pets or any other nature other than fish, birds, and cats, require the written approval of the Board.
- Dogs must be kept on a leash at all times when on common property, both indoors and out.
- Any dropping must be picked up immediately and the area cleaned by the owner. All common property areas that are damaged will be repaired by the Condominium Corporation and all charges will incurred will be billed back to the unit Owner(s).
- Pets must not disturb other Residents.
- Pet approval is based on the breed, size, and tag.

Garbage Disposal

- Please ensure that you tie your garbage bags securely before putting them into the bin.
- Please use strong plastic bags or double bag if using grocery bags.
- Do not use boxes. Please ensure the bin(s) are secured with proper lids and shall be placed inside the garage once emptied.
- Clean up any spillage around the common property area

Mailboxes

Mailboxes are not common property. Please ensure you empty out the mailboxes regularly to control any junk mail from over flowing and creating garbage around the complex.

Need help?

Clarification of any of the foregoing can be found in the Bylaws for the Waterford Court and/or in the Condominium Property Act published by the Government of Alberta. Questions may also be directed to the Property Managers or the Board of Directors.

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Waterford Court Condominiums **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 admin5@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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PET REGISTRATION

The Owners: Waterford Court

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. 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.
2. That I will pay immediately for any damage done by said animal to the common property or person.
3. 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.
4. 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.
5. That I shall not permit my animal to run at large on any part of the property.
6. 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.
7. Animals are not allowed to defecate or urinate on Common Property and if so it is the Owners responsibility to remove immediately.

28. Animals

28.1 Occupants may keep one or more pets in the Unit as long as the following conditions are met:

- a) The animal must not be allowed to run at large (i.e. not on a leash) within the common property;
- b) The owner of the pet is responsible for picking up and disposing of any droppings left by the pet;
- c) The owner of the pet is responsible for any damage done by the pet;
- d) In general, the owner of the pet shall ensure that the pet does not unreasonably interfere with the rights of other Occupants. The Board has the authority to make a final determination in this respect.

Per Unit Owner _____ Signature
Per Pet Owner _____ 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: WATERFORD COURT

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NOTICE OF INTENTION TO RENT/LEASE WATERFORD COURT CONDOMINIUMS

1. 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 and the circumstances under which it may be terminated prior to expiry 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 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 bylaws. 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 45 to 47 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, signed bylaw received. Tenant's insurance certificate

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Tenant Receipt of Bylaws

To: Board of Directors: Waterford Court Condominiums

Unit # _____

Address: _____

In consideration of the attached application to lease unit #_____ at Waterford Court Condominiums, 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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Cease to Rent

To: Board of Directors: Waterford Court Condominiums

Unit # _____

Address: _____

I / We _____

Cease to rent the aforementioned suite effective: _____ date.

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Witness Signature: _____

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Waterford Court 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**

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: : Please note outstanding balances CAN NOT be paid thru Pre-authorized and must be paid by either cheque/money order or Condo Café)

Financial Institution Name _____

Address: _____

City: _____ Province: _____ PostalCode: _____

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 23rd of the month before the commencement date.)**

Witness: _____ Signature: _____ Date: _____

Please send completed form to receivables@ayreoxford.com

A VOID CHEQUE or BANK CONFIRMATION MUST BE ATTACHED

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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: _____

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