



Kernohan Ravine Condominiums

Welcome *to your new home at Kernohan Ravine*

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

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

Ph.: 780-448-4984 ~ Fax: 780-448-7297

PROPERTY MANAGER:

Assistant Condominium Manager:

Izabela Murphy

E-mail: izabela@ayreoxford.com

780-448-4984 Ext. 355

Amanda Hrycun

E-mail: amanda@ayreoxford.com

780-448-4984 Ext. 352

Administration:

E-mail: admin3@ayreoxford.com

AFTER HOURS EMERGENCIES

780-499-8424

AYRE & OXFORD INC.

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

Guidelines for the Use & Enjoyment of Common Areas Kernohan Ravine

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.

1. Move In/Move Out Etiquette

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.

2. No driving on the grass

Damages resulting from vehicles or trucks on any common property area, or any other damages incurred will be charged backed to the unit Owner.

3. Garbage

- Do not dispose of any furniture or large items in the garbage.
- Each home has received one black cart for garbage and one green cart for food scraps. The green and black carts must be stored inside your garage and not left on common property.
- The green and black carts may be placed out *no earlier than the day before collection day* (eg: Thursday because collection day is currently Friday).
- Recyclables will continue to be collected in blue bags. Blue bags (recycle) are to be tied tight and placed out *no earlier than the day prior to collection*.
- Please read the information that was provided by the City of Edmonton and / or download their app for relevant information such as pick up days.

4. Access & Keys

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

5. 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.

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6. Noise & Disturbance

- Daily living and its associated noises are expected between the hours of 8 am to 9 pm. Outside of this timeframe, please consider it quiet hours; parties or activities beyond 9pm 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.

7. Visitor Parking

Visitor parking is for guests of owners/residents only. Under special circumstances, Visitor Parking Passes can be acquired for extended visitor parking. Please contact Ayre & Oxford for more information.

8. Pets

All pets must be registered using the enclosed Pet Approval Form and Owners are to be compliant with the terms of the agreement as submitted to the Board of Directors.

Please note the bylaw requirements:

62. USE AND OCCUPANCY RESTRICTIONS

(b) *An Owner shall not:*

(ii) *keep or allow any animal, livestock, fowl or pet of any kind (other than a bird, fish, one (1) small dog, one (1) cat or other small animal restrained at all times inside the Unit) at any time to be in his Unit or on the Common Property without the specific approval in writing of the Board, which approval the Board may arbitrarily withhold and may, if given, be withdrawn anytime on fifteen (15) days notice to that effect. All dogs must be hand leashed and kept under control at all times. Notwithstanding the generality of the foregoing, if the Board, in its sole discretion, deems any pet whatsoever to be or causing an unreasonable disturbance to other Unit occupiers, or to be a hazard to or harmful to any Common Property or to other Owners or Unit occupiers, then the Owner of the Unit or the occupier of the Unit in which such pet is kept shall, forthwith on notice from the board, remove or cause to be removed such pet from his Unit and such animal shall thereafter not be kept in that Unit or on the Common Property at any time.*

9. BBQ's

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.

10. 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.

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- 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.

11. 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.

12. 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. A refundable deposit of a \$250 where the initial term of the lease is 6 months or more, or \$1000 if the initial lease is under 6 months. This must be paid to the Corporation prior to renting your unit. This deposit is not the same as the Security Deposit you collect from your renters.

13. 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.

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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. 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.

14. Realtor Tree

The Board of Directors would like to advise that there is now a realtor tree installed onsite for Owners who are selling their homes and wish to advertise. Signage posted on lawns, fences, windows, ect is not permitted at Kernohan Ravine Condominiums without prior approval from the Board.

Please observe the below bylaw of the Corporation:

62. USE AND OCCUPANCY RESTRICTIONS

(a) *In this Bylaw,*

(i) *"occupant" means a person present in a Unit or in upon the real or personal property of the Corporation or the Common Property without permission of an Owner,*

(ii) *"Owner" includes tenant;*

(b) *An Owner shall not:*

(v) *erect, place, allow, keep or display signs, billboards, advertising matter or the other notices or displays of any kind on the Common Property or in or about any Unit in any matter without the prior approval of the Board;*

15. Payments

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:

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

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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.

16. CondoCafe

This is an online portal offered exclusively by Ayre & Oxford Inc. where you will have access to view your own account balance in real time and you can make payments with your bank card, credit card, or chequing account for any costs you may incur (other than recurring Condo Fees). In addition to the new payment options, you will also have access to your condominium's documents and communications from our office.

To be able to be invited to register for CondoCafe (RentCafe), you are required to register your email address with Ayre & Oxford Inc. Once your email is received, you will be emailed instructions on how to register. Please contact admin3@ayreoxford.com to update your email information.

Attachments:

- ✓ Kernohan Ravine Contact Information Sheet
- ✓ Electronic Funds Transfer Form (Automatic Condo Fee Withdrawal)
- ✓ Complaint Form for Residents
- ✓ Notice of Intention to Lease Form
- ✓ Notice of Tenants' Receipt of Bylaws
- ✓ Cease Rental Form
- ✓ Pet Registration Form
- ✓ Unit Alteration Form

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Kernohan Ravine **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 admin3@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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Alberta Treasury Branch Pre-Authorized Chequing Authorization for Debit Transfer Kernohan Ravine Condominium

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 NW
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 24th 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 complete and return to: [**receivables@ayreoxford.com**](mailto:receivables@ayreoxford.com)

A VOID CHEQUE or BANK CONFIRMATION MUST BE ATTACHED

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NOTICE OF INTENTION TO RENT/LEASE Kernohan Ravine Condominium

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

(Name and address of proposed tenant/lessee)

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.

My/Our address for service of legal process is:

I/We undertake to pay the Condominium Corporation a \$250 where the initial term of the lease is 6 months or more, or \$1000 where the initial term of the lease is less than 6 months 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.

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.

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.

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.
Tenants' insurance certificate

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**Tenants' Receipt of Bylaws Confirmation
Kernohan Ravine**

To: Board of Directors: Kernohan Ravine Condominiums

Unit # _____

Address:

In consideration of the attached application to lease unit # _____ at
Kernohan Ravine 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
Kernohan Ravine**

To: Board of Directors: Kernohan Ravine Condominiums

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 Kernohan Ravine

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 and if so it is the Owners responsibility to remove immediately.

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: Kernohan Ravine

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Unit Alteration/Renovation Application ~ Alteration Notice Kernohan Ravine Condominium

Date of Application: _____NAME: _____

ADDRESS: _____

PHONE: _____Interior Enhancement (needing insurance) Y / N

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

City of Edmonton Permit Required: YES _____ NO _____(If yes, enclose copy for 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

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

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.)

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

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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Unit Alteration/Renovation Application – Third Parties Agreement Kernohan Ravine Condominium

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)

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Unit Alteration/Renovation Application - Alteration Materials Specifications Kernohan Ravine Condominium

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 _____ 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 60DB), 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 Roseanne Evans, 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.
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.

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. _____ 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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Kernohan Ravine Condominium 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: _____

