



Emerald Place III

Welcome

to your new home at Emerald Place III

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

PROPERTY MANAGER: Sandra Hoffman
780-448-4984 Ext 351
E-mail: sandra@ayreoxford.com

ADMINISTRATIVE ASSISTANT: Debbie Hollett
780-448-4984 Ext 313
E-mail: debbie@ayreoxford.com

AFTER HOURS EMERGENCIES
780-499-8424

AYRE & OXFORD INC.

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

General Building information

1. Move In/Out Etiquette:

- a. **No driving on the grass or moving through patios.**
- b. Moving household goods in/out should be done with safety and courtesy. Any damages incurred will be the responsibility of the unit owner.

2. Emergencies:

- a. If there is a police / fire or medical emergency, call **911**.
- b. Report incidents requiring immediate action to the 24 hr emergency line 780-499-8424
- c. Non emergency reports should be made to Property Management the following business day for record purposes.

3. Noise and disturbance:

Daily living and its associated noises are expected and suggested to remain from 8am to 9pm. Outside of this time frame should be quiet hours.

- a. Parties or activities beyond 9pm should be conducted with due respect to your neighbors.
- b. Owners with complaint regarding noise in a unit after hours are asked to call the police and report it to Ayre & Oxford the next business day. Please document the date / time and nature of the complaint with as much details as possible. The police non-emergency line is 780-423-4567.

4. Renovations and Repairs:

- a. Construction in units is to be kept between 9am and 6pm.
- b. If you are planning a renovation you must fill out the attached Unit Renovation Application and submit it into Ayre & Oxford so it may be forwarded onto your Board of Directors for review/approval.
- c. This also applies to moving plumbing or electrical fixtures from one location to another.
- d. Your application **must** be approved prior to commencing the renovations.
- e. Unapproved renovations are subject to removal.
- f. If you are upgrading / renovating, please ensure your insurance is adjusted to reflect all betterments and improvements.

5. Home based business:

Please make your request in writing to the Building Management for approval by the Board. Approval will not be given to business which requires public attendance in the building.

6. Heating:

It is the owner / residents responsibility to inspect their home for leaks and report them as soon as discovered. Take a moment and inspect your heating pipes, carpet areas and ceilings frequently and report any damages as soon as possible to avoid further damage and possible liability.

There are components in your suite which require regular maintenance at the cost of the individual unit owner, such as each unit must look after their furnace, hot water tank and plumbing fixtures.

Furnaces should be inspected annually. Hot water tanks- owners are liable for damages should the tank or fixtures leak inside your unit and damage common property. Plumbing connections- Should be visually inspected for leaks and repaired as necessary.

Furnaces: Change your furnace filters.

Did you know Atco gas will inspect your furnace and other gas appliances for free once per year?

Contact ATCO Gas Customer Assistance Centre

Edmonton - (780) 424-5222

Monday to Friday: 7 a.m. to 7 p.m. (closed on statutory holidays)

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Hot water tanks: After consulting your hot water tank owner's manual, carefully test the temperature and pressure relief valve to ensure it is not stuck. Caution: This test may release hot water that can cause burns. Also most hot water tanks recommend a schedule for draining the tank to increase the life duration of the tank.

In the winter please make sure your heat is on. Do not leave any windows or patio doors open when you are not around. If you do need to open a window please monitor it 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, as a result of negligence on the part of the resident or owners of the suite, is the responsibility of the owner and/or resident of that suite. Our temperature can change drastically from warm to cold in a hurry.

7. Pets:

Pets, including visiting pets, require approval of the Board. You will find a pet registration form attached. Please also refer to the Corporation Bylaws.

The allowance of dogs and cats is as follows: You may have 2 cats OR 1 dog OR 1 cat and one dog.

8. Insurance :

It is mandatory that all owners and tenants if renting have proper condo insurance. A copy of the insurance documents must be presented to the management company for their records.

The Condominium Corporation carries Real Property All Risk Insurance, which provides coverage to the full replacement value of all real property in the condominium complex. 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 it be assessed back to them)
- 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 these important areas you should purchase a Condominium Unit Owners Policy. This a package designed specifically for this unique type of ownership. Contact your insurance agent to ensure that your needs are adequately met. Provide your insurance agent with a copy of the Corporation bylaws and the current Corporation insurance certificate for reference.

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:

Condominium Bylaws
AGM and Board Meeting minutes
Insurance Certificate for building
Audit
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 this documentation reproduced there is a fee which can be \$300-400 depending on the needs of the buyer. So be sure to have your bylaws and keep your AGM information in a handy spot!

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Guidelines for Enjoyment and Use of Common Areas

1. For sale / rent signage:

Signs cannot be placed on the common property or surrounding grounds of Emerald Place. A for sale sign is allowed in the window. Rental signage is not allowed.

2. Rental Units:

If you intend to rent your suite, please notify Ayre & Oxford Inc within 21 days of the Rental and provide details of the tenants. You will find a notification form attached for your reference.

3. Balconies/Patios:

Balconies are considered common areas. They must be kept clean of junk not appropriate for this area. No storage of garbage etc. allowed. Basically if it is an eyesore it's not allowed. We want everyone to be able to enjoy their balconies so common courtesy in respect to noise levels is appreciated. If it gets noisy take the party inside and close the sliding door. Loud noise after 9:00 pm is frowned upon, keep in mind noise travels and for the comfort of other residents please keep it down. **Satellite Dishes** must be approved by the Board.

4. BBQ's :

The BBQ should be kept away from the siding as it could melt. Any damage to the outside of the building from BBQ's is the responsibility of the owner's or residents of the suite with the damage.

5. Garbage...Garbage:

We strongly encourage everyone to recycle and please be reminded:

- ⊗ Please DON'T put your garbage beside the dumpster – it won't get picked up by the garbage folks and ends up being strewn across the property. If we have to hire someone to clean up garbage left outside the bin or in the building that cost gets passed on.
- ⊗ Plastic milk jugs and other recyclable plastic jugs now carry a refundable deposit.
- ⊗ If you are placing milk jugs into the containers, please ensure they are crushed to allow more space.
- ⊗ Please DON'T put your garbage in the hallway, lobby mailbox area garbage or in stairwells.

6. Security:

The security of the building is relevant to everyone to make sure to avoid allowing strangers into the building.

- a. Don't allow people to follow you through doors.
- b. Wait for the garage door to close before entering / exiting the parkade.
- c. Report suspicious activity to the police.

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Emerald Place III Contact Information

Suite No.: _____

OWNER INFORMATION

Owner Name: _____

Address: _____

SEND MAIL TO CONDO ADDRESS? Circle YES or NO -If you circled no, please enter mailing address below

Address: _____

_____ Province _____ Postal Code _____

Primary Phone No.: _____ Secondary Phone No.: _____

E-mail: _____

****Anti-Spam Email Legislation Consent: By providing my email address I am granting permission for Ayre & Oxford Inc. to email me for communication purposes related to the property. To remove consent, please notify our office requesting removal of your email from our system.****

Emergency Contact/Agent: _____

Emergency contact daytime phone: _____ Evening phone: _____

OWNER OCCUPIED UNIT Please circle YES or NO (if you circled no please complete the section below)

RESIDENT INFORMATION, (if different from Owner):

Name(s): _____

Daytime phone: _____ Evening phone: _____

CARS OWNED OR USED BY OWNER/RESIDENTS which are parked at or near the condominium:

Car #1.

Parking stall location & number: _____

Make: _____ Model: _____

Color: _____ License Plate Number: _____

Car #2.

Parking stall location & number: _____

Make: _____ Model: _____

Color: _____ License Plate Number: _____

Signature: _____ **Date:** _____

The information requested is for our records only. In order to ensure confidentiality to all occupants, site staff has been instructed not to provide personal information contained in our files.

Once completed, please sign and return the form attention *Debbie Hollett* via debbie@ayreoxford.com or via the contact info provided on the letter head.

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PET REGISTRATION

The Owners: Condominium Plan No. 842-1293, Emerald Place Phase III

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: _____ 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 and 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.
3. 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.
4. That I shall not permit my animal to run at large on any part of the property.
5. 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.
6. Animals are not allowed to defecate on Common Property. If the pet does defecate on Common Property it is the Owners responsibility to remove it **immediately**. Defecating or urinating on decks is **STRICTLY PROHIBITED**.
7. Renters with pets must seek permission from the Unit Owner and Corporation before moving in.
8. The allowance of pets is as follows: You may have 1 dog (50lb limit) **OR** 2 cats **OR** 1 small dog and 1 cat.
9. Existing pets will be grandfathered effective September 1, 2008.

Per Unit Owner

Per Unit Owner

Permission to maintain the above described animal, subject to Section 58 of the Condominium Bylaws and aforementioned conditions, is hereby granted.

Dated this ____ day of _____, 20____ .Per: _____ (Property Manager)
on behalf of The Owners: Condominium Plan No. 842-1293, Emerald Place Phase III

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**NOTICE OF INTENTION TO RENT/LEASE
Emerald Condominiums
Plan No. 842 1293**

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 two weeks in advance, at which time an elevator key will be provided if applicable to assist with the move. A \$100 refundable deposit is required for the elevator key. Please refer to the attached move in / out etiquette sheet for further details.

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.

10. Attached is a cheque for the deposit in the amount of: \$1,500.00

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

SIGNATURE OF OWNER

SIGNATURE OF CO-OWNER

Attachments: Proposed Rental Lease Agreement, Appendix #1. Undertaking outlined per section 2. Above, information update form & Certified Cheque

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To: Board of Directors: Emerald III

Unit # _____

Address: _____

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

I / We [THE TENANTS] _____
have received a copy of the Corporation Bylaws for Emerald III Condominium Plan No. 842 1293 for review.

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

Date: _____

Signature: Owner _____

Signature: Tenant _____

Witness Signature: _____

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Emerald Place III – Unit Alteration/Renovation Application

Date of Application: _____

NAME: _____

ADDRESS: _____

PHONE: _____

Interior Enhancement: _____

DESCRIPTION OF PROJECT(S) –

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):

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 completion date 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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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. All items to be discarded as a result of the renovations will be handled by the homeowner, and will not be discarded on-site in or by the Corporations garbage bins.

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

ADVISORY: Buildings constructed prior to 1990 may have used building products containing asbestos. This was very common in many products. Please exercise caution when renovating. More information about asbestos and the products containing asbestos can be obtained at: <http://environment.gov.ab.ca/info/library/7635.pdf>

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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Emerald Place III Floor Covering Specifications

Floor coverings in the interior of any unit shall not be replaced with less resilient coverings than the pre-existing coverings without the prior consent of the Board. For the purpose of this policy: ceramic tile, marble or the like shall be considered less resilient than vinyl tile, hardwood flooring or the like which shall be considered less resilient than carpeting, carpeting and under pad, or the like.

Where hard floor coverings are allowed by permission of the board, and where they are located in any unit that is above another unit, the floor coverings must be installed using a resilient underlay which has a laboratory tested rating of "Impact Insulation Class" (IIC) of 70 or higher, and a Sound Transmission Class (STC) of 65 or higher.

The floor covering must "float" on the isolated underlay with no fasteners or other bridging through to the structure. For solid hardwood floors and tiles floors, this can be achieved by installing the resilient underlay below the subfloor.

Occupants with hardwood floors topping (hardwood, vinyl, ceramic tile and laminate) must recognize that the floor impact resulting from their activities are more readily transmitted to units below and active steps to limit the noise of these impacts must be taken. Please note: the under pad requirement must have a Impact Insulation Class (IIC) of 70 or higher and a Sound Transmission Class (STC) OF 65 or higher.

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Emerald Place III

**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: _____ 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: _____

A VOID CHEQUE or BANK CONFIRMATION MUST BE ATTACHED