



Welcome to your new home at Legacy Condominiums

LEGACY CONDOMINIUMS

Condominium Corporation No. 042 4356

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 keep this package handy for contact and information purposes.

Please ensure that all applicable forms are submitted to Ayre & Oxford Inc.

Please also ensure you have read and understand your Corporation Bylaws.

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

501, 4730 Gateway Blvd
Edmonton, AB T6H 4P1

Ph: 780.448.4984 ~ Fax: 780.448-7297

Deanna Chacana
Condominium Manager, Associate
780-448-4984 Ext 3050
deanna@ayreoxford.com

Administrative Assistant
780-448-4984 Ext. 3470
admin2@ayreoxford.com

Agnes & Darius (780) 984-4423
Resident Managers

AFTER HOURS EMERGENCIES
780-499-8424

Legacy Condominiums General Building Information

Move In/Out Etiquette:

Pursuant to Condominium Corporation Bylaw 63 and Bylaw 80, the Board of Directors is entitled to make rules regarding the use of Elevators and moving on Common Property. This Policy represents those rules.

1. Take care when moving items to not cause damage to the walls, floors, elevator, hallway, or loading ramp. Any damage to the common property will be charged back to the Owner of the Unit as per Corporation Bylaws 82 (b).
2. Ensure all elevator keys are returned to the Resident Manager at the end of the agreed time.
3. Use the loading dock door or the south front door for moving only.
4. Do not prop the doors open or leave unattended.
5. Ensure that the elevator doors are not propped open with any foreign items as this disrupts the timing which requires a service call to reset; use only the elevator key to lock doors open.
6. Ensure no loose items fall down the elevator shaft, and immediately report to the Resident Manager if something does fall into the shaft.
7. Ensure the elevator pads remain hung throughout the move.
8. All moves in and out are to be reported to and coordinated with the Resident Manager: Agnes (780) 984 -4423.
9. Move in and out times are: Monday- Friday 10 a.m. - 3 p.m. and the first weekend of the month from 9:00 a.m. -4:00 p.m. **at the end of the month only**, not the beginning of the month.
10. Owners must ensure that their tenants do not place large household items at the garbage bins. Owners will be advised of video evidence and will be required to arrange for removals.

Intercom & FOBs:

1. Only Owners are authorized to purchase fobs. Owners must pay by cheque/money order for fobs purchased. Tenants will not be issued fobs unless an Owner purchases and authorizes it. When purchasing fobs, a fob audit may be requested.
2. The maximum number of fobs allowed is 2 per bedroom plus two additional (6 fobs for a 2-bedroom unit and 4 fobs for a 1-bedroom).
3. The security and maintenance of fobs are achieved through an active audit program. A "fob audit" is a process whereby all fobs assigned to a unit must be presented to the Resident Manager to be scanned and updated, i.e., audited in the system, in order to confirm all active and deactivated fobs.
4. When a fob is lost, it must be reported immediately to the Resident Manager. It is the responsibility of both Owners and Tenants to advise the Resident Manager of a lost fob as soon as it is identified. Owners are responsible for misuse, malicious, or negligent use of lost fobs if they are not reported.
5. As soon as possible after a lost fob is identified, arrangements must be made with the Resident Manager to complete a fob audit in order to ensure the lost fob is deactivated (i.e. rendered inactive).
6. Each garage fob opens either North or South, not both garage doors. Garage fobs are only provided for access to the garage door where parking is assigned.
7. When Owners or Tenants book move-ins and move-outs, all fobs must be presented to the Resident Manager for a fob audit. If a unit is vacated without conducting a fob audit or contacting the Resident Manager, deactivation of all fobs assigned to the unit may be authorized.
8. Periodically there will be an assigned fob audit. Under this process, all fobs must be presented to the Resident Manager to be audited on the system. Notification will be provided to Owners and Tenants and arrangements made to conduct the audit in a timely manner.
9. Owners or Tenants must present all fobs at the time of required or assigned audits as per notifications provided.
10. If Owners and/or Tenants do not participate in a fob audit, or the status of any assigned fob is unknown, deactivation of all fobs assigned to the unit may be authorized. An Owner may then contact the Resident Manager to arrange for a fob audit and reactivation.

*****Kindly Note: Do not give anyone access to the building who is not willing to show you their fob!*****

Parking:

Pursuant to Condominium Corporation Bylaw 67, the Board of Directors is entitled to make rules regarding the use of parking on Common Property. This Policy represents those rules.

1. ALL visitors must sign in using the license plate registration software (SecurePark) located in the lobby to register guests. Registration will require entry of the unit number and license plate at the tablet located in the lobby.
2. Visitors who have not signed in their vehicle will be issued a parking invoice by Precise ParkLink for failure to abide by the Parking Policy. This invoice will be \$50 for the first 7 days. If the invoice is unpaid by the end of the 7th day, the invoice will increase to \$75. Towing of the at-fault vehicle will occur regardless of registration if the violator has 3 (three) outstanding, unpaid invoices at any given time.
3. If a vehicle that violates this Policy has received 5 (five) total invoices, paid or unpaid, in a single calendar year, a temporary parking ban will be placed on the violator. Any vehicle and/or license plate with a parking ban will have the ban lifted on January 1st of the following year.
 - a. Repeated or major violations of other sections of this policy may also result in a temporary ban of the vehicle.
 - b. Any banned vehicle that is parked in visitor parking, registered or unregistered, will be ticketed and towed.
4. Visitor Parking is not intended to be used for long term stay. Residents of the Legacy may not use Visitor Parking stalls to park their personal vehicle, including situations in which there are multiple vehicles for a single unit or where a unit does not have a parking stall.
5. The allowable maximum registrations for any single visitor 4 (four) 24-hour periods in any 7 (seven) day period.
6. Parking usage is monitored, and any breach will be identified and may result in sanctions (as allowed for in the Corporation Bylaws) to the identified unit.
7. Visitors may not utilize parking for reasons that do not directly involve the visitation of a Resident residing at The Legacy.
8. Exceptions to the Policy are possible but must be approved by the Board in advance. Exceptions will be considered on a case-by-case basis and must be identified in writing. The written request requires: the name of the owner and/or resident, the associated unit number, vehicle license plate, length of time for exception, and the reason for the exception.

Pets:

No animal, livestock, fowl or pet of any kind shall be kept in any unit or brought into or on common property except to the limited extent provided in Bylaw 47a.(iii).

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:

Legacy Condominiums
C/O Ayre & Oxford Inc.
#501, 4730 Gateway Blvd
Edmonton Alberta, T6H 4P1

Or via the Corporation's CondoCafe.

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



Frequently Asked Questions

In order to illustrate the application of the Policy and when exceptions might be considered, here are answers to some "Frequently Asked Questions":

Q1: I have a visitor who comes every day and stays for most of the day. Is this a legitimate use of visitor parking?

A1: If the person visiting does not reside at the unit, then this is a legitimate visitor as long as there are only 4 days (24-hour periods) of registrations for this vehicle within a 7- day period. See Section 5 of the Policy.

Q2: My friend works downtown and wishes to park in our visitor parking, since it is expensive to park downtown.

A2: This is an abuse of the Visitor Parking Policy. Visitors are only allowed to use visitor parking if it involves the direct visitation of a Resident. See Section 7 of the Policy.

Q3: I have a family member visiting from out of town for two weeks. Is she entitled to park in visitor parking for the duration of her stay?

A3: Although we do not wish to state a blanket exception, this seems like a reasonable use of visitor parking and may be approved on request as described in Section 8 of the Policy.

Q4: I have a regular guest who often stays overnight. Can they use visitor parking?

A4: Yes, if they are visiting a Resident of the Legacy and are within the maximum allowable registrations. See Sections 5 and 7.

Q5: Two of us live in the same unit, and we only have one parking spot. Can one of us use visitor parking? In addition, can we alternate vehicles between our assigned spot and visitor parking?

A5: No, this is a breach of the Policy. This action may result in ticketing, sanctions and/or towing. See Section 4.

Q6: I have friends visiting and we are going to an event at Rogers Place, can my friend park?

A6: Yes, this complies with the Policy. Ensure that your visitor is registered.

Q7: I have friends attending Rogers Place for an event, but I have to work, can my friends use the visitor parking?

A7: No. This would be a breach of the Policy. Visitor parking is not intended to be used by people not visiting a Resident of the Legacy. See Section 7.

Alterations

Owners/Residents are not permitted to paint or touch the sprinkler heads within their units.

Legacy Contact Information Update Form

How would you like to receive your Condominium Correspondence?

EMAIL ☐ 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 admin2@ayreoxford.com, or via fax, regular mail, or drop it off to our office, contact information provided on the letter head.



NOTICE OF INTENTION TO RENT/LEASE
Legacy Condominium Corporation

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

(name and address of proposed tenant/lessee)

1. 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.
2. My/Our address for service of legal process is:

3. 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.
4. 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.
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 owner's 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 to 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.

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

SIGNATURE OF OWNER

SIGNATURE OF CO-OWNER

Attachments: Proposed Rental Lease Agreement, Undertaking outlined per section 2. Above, information update form, Tenants insurance certificate, rental deposit (\$1,000 or one month's rent, whichever is greater).



**Legacy Condominium
Tenants' Confirmation of Bylaw Receipt**

To: Board of Directors: Legacy Condominiums

Unit # _____

Address: _____

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

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

I / We _____ agree to undertake the bylaws.

Date: _____

Signature: _____

Signature: _____

Witness Signature: _____

This form is required for each change in tenancy

Cease to Rent
Legacy Condominiums

The refund of security deposit by owners is completed only upon sale of your unit or re-occupancy by the owners.

To: Board of Directors: Legacy 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 _____

PM Signature



Legacy Condominiums

Alberta Treasury Branch Pre-Authorized Chequing / Authorization for Debit Transfer

Unit #: _____ Building #: _____

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) _____

Email: _____

CIRCLE YES or NO

- | | | |
|--|-----|----|
| 2. New Pre Authorized Plan for Ayre & Oxford Inc.? | YES | NO |
| 3. Bank Information Change (If Applicable)? | YES | NO |

THESE SERVICES ARE FOR: **CHECK ONE:**

Personal Use OR Business Use

I, _____; Hereby authorize Alberta Treasury Branch (ATB)
and: Ayre & Oxford Inc., #501, 4730 Gateway Blvd ; Edmonton, AB T6H 4P1, Telephone: (780) 448-4984

To transfer monies in the amount of the monthly condominium fees from my account at the following location on the 1st of every month or next business day: **Please note outstanding balances CAN NOT be paid through Pre-authorized and must be paid by either cheque/money order or Condo Café/.**

Financial Institution Name: _____

Acct No: _____ Transit # (5 digits): _____ Financial Inst # (3 digits): _____

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.

You, the Payor may revoke your authorization at any time in writing subject to providing notice of 10 days. You have certain recourse rights if any debit does not comply with this agreement. You have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on your resource rights you may contact your financial institution or visit www.payments.ca

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: _____, 20____ (This form must be received by the 23rd of the month before the commencement date.)

Signature: _____ Signature of Joint Acct Holder (if applicable) _____ Date: _____

Printed Name of Signer: _____ Printed Name of Signer of Joint Acct Holder _____

Please send completed form to receivables@ayreoxford.com

A VOID CHEQUE or BANK CONFIRMATION MUST BE ATTACHED

501, 4730 Gateway Blvd Edmonton AB T6H 4P1 ☐ Telephone (780) 448-4984 ☐ Fax (780) 448-7297



Legacy Condominiums

Unit Alteration/Renovation Application ~ Alteration Notice

Date of Application: _____

NAME: _____

ADDRESS: _____

PHONE: _____

Interior Enhancement: _____

DESCRIPTION OF PROJECT(S) – Exterior: (Balcony, Other)

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: _____

Attach contractor WCB and Liability Insurance certificate with alteration request. No contractors are to do any work without the above.

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: _____

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)

Legacy Condominiums Unit Renovation Specifications as Follows:

All unit renovation requires Board Approval prior to commencing. The unit alterations must meet the municipal and provincial building codes.

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

- If the flooring is a hard surface, a vapor barrier/micro-son underlayment is required to avoid disturbance to adjacent suites.
- A 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 certified contractor.

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

Contractors On-Site:

1. The Board of Directors requires all Contractors providing services on the Common Property to maintain a copy of their current WCB and Insurance Certificate to Management.
2. Contractors can utilize the visitor parking stalls and they must register their vehicles when on site to indicate that they have attended the property.
3. When attending Residents (Unit Owners or Tenants) Units or Common Property completing work on behalf of the Corporation:
 - a. All Contractors must advise the Resident Managers, Agnes & Darius (780-984-4423) of their presence on site.
 - b. Must leave a business card just inside the door of the Unit attended.
 - c. Must only enter the Unit under the supervision of the Resident Managers or the Resident of the Unit.
 - d. If a bathroom must be used - please ask for permission and be respectful of the Resident's space.
 - e. Do not leave any doorways open without being attended at all times.
 - f. If any windows are opened, they must be closed before leaving.
 - g. Ensure all dirty footwear is left in the hallway of the unit and any mess is cleaned up promptly and any garbage or coffee cups are removed.
 - h. Contractors must not leave materials in the hallways or common areas that are not stacked neatly and must not impede the movement of residents.
 - i. Contractors must ensure that all safety precautions are taken in regarding to work environment, WHMIS and worker safety.
 - j. Any need for access to rooms or elevators can be booked through Agnes & Darius.
 - k. Due care and attention must be taken to not damage common property. Any damages will be charged back to the owner of the unit or if applicable the Contractor.
4. When attending Resident's (Unit Owners or Tenants) Units and completing work on behalf of the Resident:
 - a. Contractors can utilize visitor parking and must sign in.
 - b. Contractors must not leave any work materials in the hallways or other common areas that could impede walkways or free movement of other Residents.
 - c. Contractors must not keep any doorways open without being supervised at all times.
 - d. If heavy or many items are being transported on the elevators, the elevators must be booked with the Resident Managers, Agnes & Darius as not to cause breakage or unsafe conditions for other Residents.
 - e. All Contractors are to be considerate of the hours of day worked as to not be a disturbance to the comfort of other residents -Quiet hours are between 11pm - 7am with no construction noise allowed after 7pm.
 - f. Due care and consideration must be taken to not damage the common property. Any damages will be charged back to the Owner's account

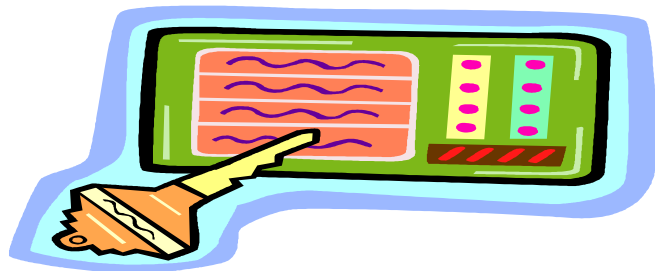
Note the following:

1. 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.**
2. 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.
11. Owners/Residents are not permitted to paint or touch the sprinkler heads in their units.

Intercom Update

Legacy Condominiums

Date: _____



Please be advised an Intercom system is installed to ensure the building is secured.

To activate your Intercom we require the telephone or cellular number you wish to use along with your name or “Occupied” to be displayed.

**Please fill out the following information and return it to
the Ayre & Oxford Inc. office at:**

**Ayre & Oxford Inc.
501, 4730 Gateway Blvd
Edmonton, AB T6H 4P1
FAX: (780) 448- 7297**

admin2@ayreoxford.com

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

Unit # _____

Owner/Tenant Name(s) _____

Name Displayed or “Occupied” _____

Phone Number _____

Date to be changed _____



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: _____

Have you discussed / communicated this with the source of the complaint if applicable? If yes provide 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: _____

