

DEKS on 6th

Welcome *to your new home at DEKS on 6th*

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 501, 4730 Gateway Blvd NW
Edmonton AB, T6H 4P1**

Ph: 780.448.4984 ~ Fax: 780.448-7297

PROPERTY MANAGER:

Danika Litke

E-mail: danika@ayreoxford.com

Ext:3240

Administrative Assistant

E-mail: admin4@ayreoxford.com

Ext. 3190

Site Manager: Darren Otteson

[Tel:780-231-4878](tel:780-231-4878)

AFTER HOURS EMERGENCIES

780-499-8424

General Building information

1. Move in's / Outs Etiquette:

- ARRANGE TO GET ELEVATOR PADS, SERVICE KEY & KEY TO UNLOCK FRONT DOOR PADLOCK (if your building is so equipped).
CONTACT Ayre & Oxford representative – numbers posted
- Bookings are only between the hours of 9am and 9pm in consideration of other residents.
- A deposit in the amount of \$100.00 is required for the elevator key, which will be refunded immediately. Please note this must be in the form of a check as on site staff, do not accept cash.
- Elevators held open without a key cause major repair issues; therefore if you are found holding open the door, **you will be charged** for the elevator company inspection and any resulting repairs required. These repairs have been known to be **in excess of \$500.00**.
- NEVER, under any circumstances leave security doors propped open – when security doors are open an adult must be present at all times to monitor foot traffic and if appropriate challenge persons entering to produce a key.
- While moving furniture/effects through the security doors, prop doors open using a piece of furniture DO NOT USE stones or rocks. Bent hinges result when these are used and the cost of repairs will be charged back to your suite or to your landlord and paid from your damage deposit.
- Elevator service key – use common sense and show reasonableness when using. This infers you have items at elevator ready to load before you use the key, and when you reach destination floor you immediately offload, and release the elevator.
- Sharp objects: ensure corners are padded/taped, bed frames are wrapped etc – damage to the elevators is your responsibility and will be charged back.
- Moving household goods in / out should be done with safety and courtesy. Any damages incurred will be the responsibility of the unit owner.
- **No driving on the grass or moving through patios.**
- Unwanted or damaged furniture/mattresses etc – these are NOT to be left at garbage/recycle bins. They are yours, dispose of them as any other residence would be expected to do. Items left, when tracked back to your unit will be charged back at significant rates. The items are yours – YOU remove from site or pay to have it removed.
- Parking/stopping vehicle used in your move. Do not block fire/emergency lanes. Once vehicle is offloaded move it to visitor parking. The timelines on visitor parking are enforced. Visitor Parking spots are monitored – ensure Ayre & Oxford representative has license plate numbers or vehicle description so your moving related vehicle(s) are recognized. ALL other vehicles are to be in your parking stall or parked in accordance with the Condominium Association's posted visitor parking rules.
- Padlock on front door – if taking a break during the move – secure the door and replace the padlock – when completed moving and before returning keys, replace the padlock
- Return of key/return of security deposit – contact the same Ayre & Oxford representative who provided the key. Unless arrangements are specifically made, the expectation is that the keys are 'out' for 24 hours or less.

2. Additional information

- a. Suite and mailbox locks/ keys are owner responsibilities to replace / maintain.
- b. Intercom programming changes: Call Property Management.

3. **Emergencies**

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

4. **Noise and disturbance:**

Daily living and its associated noises are expected and suggested to remain from 8am to 9pm. Outside of this timeframe 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.

5. **Renovations and Repairs:**

- a. Construction in units is to be between 8am to 5pm Monday through Saturday.
- b. If you are planning a renovation you are asked to contact building management prior to commencement for guidelines and they will provide permission. This also applies to moving plumbing or electrical fixtures from one location to another.
- c. Unapproved renovations are subject to removal.
- d. If you are upgrading / renovating, please ensure your insurance is adjusted to reflect coverage on all items that are not remaining "builders grade".

6. **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.

7. **Air conditioners:**

Air conditioners cannot be mounted to hang outside of windows and must be fully inside your unit. They cannot alter the building in any way or cause excessive noise outside your unit that may disturb neighbors.

8. **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. 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.

9. **Pets:**

Please be reminded of the bylaws regarding pets at Deks on 6th:

Section 62 (iii). ANIMALS;

An Owner shall not keep or allow any animal, livestock, fowl or pet of any kind (other than a bird, fish, one(1) small dog no greater than fifteen (15") inches at the shoulders, 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 specific approval in writing of the Board, which approval the Board may arbitrarily withhold and may, if give, 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 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 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. Any municipal by-law in effect with regard to pets or animals

at any point in time shall have effect within the Common Property and municipal officers are authorized and permitted to enforce city by-laws on the Common Property. No visitor shall bring any animal or pet of any kind upon the Common Property area or any Unit.

Not noted in the bylaws: Clean up after your pet on common property and do not use balconies to replace walking your pet.

Pets, including visiting pets require approval of the Board. You will find a pet approval Form included in this package. Please also refer to the Corporation bylaws.

10. **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 two important areas:

- Insurance coverage on your personal belongings and
- Insurance coverage for personal liability
- Insurance on Betterments, or improvements

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.

11. **Rental Units**

The rental policy affects all rental units at Deks on 6th Condominiums effective immediately.

An Owner who leases or grants possession of his unit to any Tenant shall:

- a) Cause the Tenant to undertake in writing to be bound by and comply with the Bylaws of the Corporation;
- b) Upon request of the Board, give notice and particulars of any tenancy or other occupancy, accompanied by the written undertaking of the Tenant(s), be bound by the Bylaws of the Corporation; provided that nothing herein shall in any way remove, waive or alter the responsibility of each Owner for the performance of all Bylaws by all persons using or occupying his Unit; and
- c) On notice from the Board; diligently assist in taking such steps as may be necessary to cause the Owner's Tenant to remedy any non-compliance with these Bylaws and any relevant legislation, failing which the Board may issue an eviction notice to the Tenant, which the Owner agrees to be bound by, and further shall assist with and pay the costs of any eviction proceeding which may be taken by the Board, acting reasonably.

Guidelines for enjoyment and use of Common Areas

1. **For sale / rent signage:**

Signs cannot be placed in windows, on the common property or surrounding grounds.

2. **Rental Units:**

If you intend to rent your suite, please notify Ayre & Oxford Inc within 21 days of the Rental.

3. **BBQ's:**

Propane BBQ's tanks are not allowed to be carried through the elevator. The propane must be carried up the stairs and not by elevator, this is for insurance purposes. 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.

4.

Garbage...Garbage:

- ⊗ 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.

5. **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.

Deks' on 6th 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 Jordan Hammel contact info provided on the letter head.

#501, 4730 Gateway Blvd. NW Edmonton AB T6H 4P1

Phone (780) 448-4984 • Fax (780) 448-7297

www.ayreoxford.com

DEKS ON 6TH PET REGISTRATION

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 _____

Per Pet Owner _____

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: Deks on 6th Condominiums

**NOTICE OF INTENTION and APPLICATION TO
RENT/LEASE
DEKS on 6th Condominium Plan No. 042 1947**

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

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

(Name(s) of proposed tenant/lessee)

2. A copy of the proposed rental agreement/lease showing the terms thereof, the amount of the rental to be paid and the circumstances under which it may be terminated prior to expiry is attached.

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

4. I/We undertake to pay the Condominium Corporation and to indemnify it against any damage sustained by the Corporation or any other person as a result of the tenant's/lessee's breach of any Bylaw or any damages resulting from negligence or nuisance committed by the tenant/lessee.

5. I/We understand and agree that any unpaid charges resulting from damage sustained by the Corporation or any other person as a result of the tenant's/lessee's breach of any Bylaw or any damages resulting from negligence or nuisance committed by the tenant/lessee will be applied against Condominium fees paid; resulting in action taken as per the Corporation . The Corporation also has a charge against the estate of the defaulting owner, for any amounts that the Corporation has the right to recover under these by laws. The charge shall be deemed to be an interest in the land, and the Corporation may register a caveat in that regard against the title to the defaulting owners unit. The Corporation shall not be obliged to discharge the caveat until all arrears, including interest and enforcement costs have been paid.

6. I/We have fully explained to the prospective tenant/lessee the provisions of Sections 53, 54, 56 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

Tenants receipt of Bylaws – DEKS on 6th

To: Board of Directors: Deks on 6th

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: _____

Unit Owner's Cease to Rent Notification
DEKS on 6th

To: Board of Directors: Deks on 6th Condominiums

Unit # _____

Address: _____

I / We _____

Cease to rent the aforementioned suite effective: _____ date.

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

Witness Signature: _____

Deks on 6th

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

- | | | |
|--|-----|----|
| 1. New Pre Authorized Plan for Ayre & Oxford Inc.? | YES | NO |
| 2. 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., #203, 13455-114 Ave; Edmonton, AB T5M 2E2, 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

#203, 13455 – 114 Avenue NW Edmonton AB T5M 2E2 Telephone (780) 448-4984 • Fax (780) 448-7297 www.ayreoxford.com

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***DEKS on 6th - Unit Alteration/Renovation
Application***

Date of Application: _____

NAME: _____

ADDRESS: _____

PHONE: _____

Interior Enhancement: _____

DESCRIPTION OF PROJECT(S) – Exterior: (Deck, Fence, Sun/Screenroom, 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:

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)

DEKS on 6th 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.

Unit Owner Maintenance Responsibilities:

Balcony / Patio Standards:

1. Balconies must be kept free of garbage and household items except for barbeques and appropriate outdoor furniture.
2. Christmas decorations must be removed by April 1st.
3. Balconies may not be used for storage or hanging laundry.
4. Balconies must not contain anything that is unsightly, offensive, or that reduces the general attractiveness of the area.
5. For apartments on the main floor with a railing around the patio, note: any alterations to the rail including the addition of a gate is to be approved by the Board of Directors in advance.

Window, Patio Door, and Door Standards:

1. Only window coverings produced specifically for covering windows shall be placed on windows.
 - a. Foil, blankets, signs, sheets, flags, boards, cardboard, and window coverings containing logos, pictures, or words in any language are not allowed.
 - b. Window coverings that, at the sole discretion of the Condo Corp Board, are unsightly are not allowed.
 - c. Ornaments or objects that, at the sole discretion of the Condo Corp Board, are unsightly or offensive must not be placed where they are visible through windows or doors.
 - d. Windows may not be painted.
 - e. Christmas decorations must be removed by April 1st.
 - f. Windows must be kept free of damage.
2. Patio Doors: All the same standards apply to patio doors as apply to windows.
3. Doors:
 - a. Only makes and models of screen doors approved by the board may be installed on a unit.
 - b. New locksets must be the same color, finish, and style as the original locksets.
 - c. Doors must be kept clean and free of damage.

Remedies: If a unit owner fails to maintain his unit or balcony according to the above standards then the following will occur:

1. Fines will be levied by the Condo Corporation at their discretion
2. The condo corporation, at their discretion, will bring the unit up to the required standard and will charge the cost of the maintenance and repairs back to the unit owner.