

Somerset Condominiums

Welcome *to your new home at Somerset Condominiums*

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:**

#501, 4730 Gateway Blvd NW Edmonton AB T6H 4P1
Telephone (780) 448-4984 • Fax (780) 448-7297
www.ayreoxford.com

PROPERTY MANAGER: Danika Litke
E-mail danika@ayreoxford.com

ADMINISTRATIVE ASSISTANT
E-mail admin4@ayreoxford.com

ON SITE STAFF:
Greg & Carol Caspar 780-983-8407
E-mail: somersetcondo@telus.net

AFTER HOURS EMERGENCIES
780-499-8424

Welcome to Somerset, we hope you enjoy your new home.

The following are a few guidelines to get you started in your new home:

Power

- Power in your suite is your responsibility, please ensure it is hooked up in your name for your possession date.

Garbage

- For garbage, please ensure that you do not put any large items (cardboard boxes, pizza boxes, etc.) down the garbage chute.
- Please double bag all kitty litter, cigarette butts, etc. before putting down the garbage chute. If it does not fit down the chute, it is your responsibility to take it to the outside garbage bin. Do not leave your garbage in the parkade.
- No large items of furniture, (mattress, etc.) are to be left in or around the garbage bin. The city will not take these items; it is your responsibility to have them removed.

Recycle Bin

- Please break down all boxes before putting them into the recycle bin.

Balcony

- Only patio furniture and barbecues are allowed on your balcony, no bikes, garbage, storage, etc.
- If you are using your balcony for storage, please remove the items immediately.

Pets

There are no new pets allowed at Somerset Condominiums as per the Bylaws. Visiting pets are also not permitted. Any illegal pets seen on the premises will result in an automatic fine of \$200.00.

Parking

- Each unit comes with one parking stall, unless you have made prior arrangements to purchase or rent another stall.
- Visitor parking will be for visitors only. This will be monitored once the signs are up and any resident vehicles parked in visitor parking will be tagged and towed.
- There will additional parking stalls that will be available for residents to rent. Only residents that have paid and registered at the office can park in these stalls. Any unregistered vehicles will be tagged and towed.

Somerset 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

- | | | |
|--|-----|----|
| 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., #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

Somerset Condominiums 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 to admin4@ayreoxford.com or to the contact info provided on the letter head.**

Somerset Condominium Association Schedule of Fines

Bylaw Item	Page	Minimum Fine	Maximum Fine
28, Restrictions on Occupants, a)	15	\$ 50.00	\$200.00
28. Restrictions on Occupants, b)	15	\$200.00	\$200.00
28, Restrictions on Occupants, c)	15	\$ 50.00	\$200.00
28. Restrictions on Occupants, d)	15	\$ 25.00	\$200.00
28, Restrictions on Occupants, e)	15	\$200.00	\$200.00
28, Restrictions on Occupants, f)	15	\$200.00	\$200.00
28. Restrictions on Occupants, g)	15	\$ 25.00	\$200.00
28. Restrictions on Occupants, h)	15	\$ 25.00	\$200.00
28. Restrictions on Occupants, i)	15	\$100.00	\$200.00
28, Restrictions on Occupants, j)	15	\$200.00	\$200.00
28, Restrictions on Occupants, k)	15	\$ 50.00	\$200.00
28, Restrictions on Occupants, l)	15	\$ 25.00	\$200.00
28. Restrictions on Occupants, m)	15	\$100.00	\$200.00
28. Restrictions on Occupants, n)	15	\$200.00	\$200.00
29. Parking, 29.1 a), b), c)	16	\$ 50.00	\$200.00
30. Animals, a)	16	\$ 25.00	\$200.00
30. Animals, b)	16	\$ 50.00	\$200.00
30. Animals, c)	16	\$ 50.00	\$200.00
31. Balconies, 31.2 a)	17	\$ 50.00	\$200.00
31. Balconies, 31.2 b)	17	\$ 50.00	\$200.00
32. Structures	17	\$100.00	\$200.00
33. Air Conditioning Equipment, a)	17	\$ 50.00	\$200.00

28. Restrictions on Occupants

Except with the written consent of the Board, an Occupant shall not:

- a) use the Apartment Home, a parking unit or the Common Property in a way that unreasonably interferes with the use and enjoyment by other occupants;
- b) use the Apartment Home, a parking unit or the Common Property In a manner (or for a purpose) that is illegal or that is likely to cause a nuisance or a hazard to other occupants;
- c) make undue noise anywhere within the project;
- d) place signs, billboards, notices or advertising matter of any kind on any part of the Common Property;
- e) do anything that will Increase the risk of fire, or result in an Increase of any Insurance premiums payable by the Corporation;
- f) use a toilet, sink, tub, drain or other plumbing fixture for a purpose other than that for which it was constructed;
- g) hang or place (outside an Apartment Home) anything that the Board considers aesthetically displeasing or offensive;
 - h) leave household articles outside the Apartment Home when those articles are not in actual use;
 - i) paint, decorate or otherwise affect the portions of the project which are required to be maintained by the Corporation;
- j) store combustible materials (gasoline, propane, etc.) anywhere within the project unless suitable safety precautions have been taken;
- k) obstruct a sidewalk, walkway, passage, driveway or other such areas;
- l) erect or plant any fence, screen, barrier, awning, shade, partition, tree, shrub or flower unless the improvement is entirely within an Apartment Home;
- m) hold an auction sale, garage sale or any other such sale involving the general public;
- n) make structural, mechanical or electrical changes to an Apartment Home unless the changes do not affect the areas which the Corporation is required to maintain, or any other Apartment Home. All electrical work within the development must be performed by a journeyman electrician.

29. Parking.

29.1 Except with the written permission of the Board, Occupants may not:

- a) park a propane powered vehicle in the underground parkade;
- b) park a motor vehicle which is bigger than the stall in which it is parked;
- c) park (in any stall) a motor vehicle which they know is leaking oil, antifreeze or any other fluid;

29.2 The Board is entitled to adopt reasonable rules concerning the use of all parking stalls, whether they are privately owned or not. All persons using those areas shall abide by those regulations.

29.3 The Board may also grant exemptions to its parking rules, whenever appropriate circumstances exist.

PART V – USE OF THE COMMON AREAS

30. Animals

As a general rule, owners may not keep pets of any kind in their apartment homes. However, if an owner owns a small dog or cat (i.e. less than 14 inches high at the shoulder) at the time the unit is purchased from the Developer, that owner may keep that pet in the apartment home for as long as that pet is alive. The owner will be responsible for ensuring that:

- a) the animal is not allowed to run at large (i.e. not on a leash) on the Common Property;
- b) the owner of the pet is responsible for picking up and disposing of any droppings left by the pet;
- c) the pet does not bother any of the other occupants, because of noise, aggressive behavior, or otherwise.
- d) the Corporation is reimbursed for any damage to common property done by the pet;

If the Board determines that a pet is a nuisance to other occupants of the development, the Board may issue a notice to the owner involved, specifying a date past which the pet will no longer be allowed in the building.

31. Balconies

31.1 Each occupant has the right to exclusive use and possession of the balcony or patio area associated with his Apartment Home;

31.2 The Board is entitled to adopt reasonable rules concerning occupants' use of their balconies, including:

- a) rules dealing with the general appearance of balconies;
- b) rules dealing with activities which are likely to affect neighboring owners (barbecues, amplified music, satellite dishes, Christmas lights, etc.);
- c) rules concerning the enclosure of balconies;

32. Structures

No building or structure shall be erected on the Common Property, except by the Corporation.

No trailer (either with or without living, sleeping or eating facilities) and no tent, shed or portable building shall be placed on the Common Property, except with the prior approval of the Board. If any such item has been approved by the Board, the Board may subsequently withdraw such approval In which case the occupant shall forthwith remove the Item.

33. Air Conditioning Equipment

As a general rule, occupants are allowed to install air conditioning equipment to service their own suite, on the following conditions:

- a) equipment must be installed on the owner's balcony (Window mounted units are not allowed);
- b) all reasonable steps must be taken to minimize noise;
- c) the occupant installing the equipment is responsible for all costs associated with it (Installation, maintenance, operating costs, etc.).

SOMERSET NOTABLE BYLAWS

29. Restrictions on Occupants

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- k) make undue noise anywhere within the project;
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AYRE & OXFORD INC.

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

**Tenant Receipt of Bylaws
Somerset Condominiums #052 2151**

Unit # _____

Address: _____

**In consideration of the attached application to lease
Unit #_____ at Somerset Condominiums,
please be advised of the following:**

I/We, the tenant(s):

**have received a copy of the Bylaws, of Somerset Condominium Corporation #052
2151 for review.**

I/We, the tenant(s):

_____ **agree to undertake the terms of
these Bylaws.**

Date: _____

Signature: _____

Signature: _____

Witness Signature: _____

AYRE & OXFORD INC.

Professional Real Estate Management
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**Somerset Condominium
Unit Alteration/Renovation Application ~ Alteration Notice**

DATE OF APPLICATION: _____

NAME: _____

ADDRESS: _____

PHONE: _____ **Interior Enhancement Y / N**

DESCRIPTION OF PROJECT(S) – Exterior: (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:

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:

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

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

www.ayreoxford.com

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**Unit Alteration/Renovation Application Third Party Agreement
SOMERSET CONDOMINIUMS**

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

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 Signature

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

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Somerset Condominium

Somerset Condominium

Unit Alteration/Renovation Application ~ Alteration Materials Specifications

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 052 2151 EDMONTON, ALBERTA.

Specifications as Follows:

IF the installation is flooring: Please refer to the following page.

IF the installation is electrical fixtures: they are required to meet the current standards and voltage requirements.

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 Don Oxford, Property Manager.

This decision will stand as long as all of the following conditions are met:

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.

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.

It will be the home owner's responsibility to pay for any future damages that may occur due to the above adjustment.

It will be the home owner's responsibility to declare to any future purchasers their responsibility for the adjustment.

Any estoppel certificate issued on this property will have an exception to these adjustments as common area.

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.

Failure to comply with any of the above points or failure to sign and return one copy of this form to the Property Manager will result in this request being denied.

Failure to maintain the area after construction will result in the area being returned to its original state at the home owner's expense.

All building permits are responsibility of home owner not the condominium board.

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. 052 2151 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

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

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

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Somerset Condominium 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.