



BETTER LIVING. BY DESIGN.

NOVA HOMEOWNER'S MANUAL CONTENTS

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1

Welcome to Nova

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QUALEX-LANDMARK INVESTMENTS INC.

The Developer of Nova is Qualex-Landmark Investments Inc. What makes Qualex-Landmark Investments Inc. different is their track record of building exceptional buildings. They hire the most talented architects, designers and construction managers available, and tell them to build every home as if their own family will live in it.

Here are some other projects that have been built by the same developer:

- Alda, at 1275 Hamilton St. in Yaletown – 59 residential suites, plus 36,000 square feet of office space. A beautiful building with the look and feel of historic Yaletown
- The Crandall Building, at 1072 Hamilton St. in Yaletown – 32 residential suite & retail. A warehouse conversion in the heart of Yaletown.
- Eighteen Trees, in Burnaby. Peaceful condominiums surrounded by parkland and mature trees.
- Domus, at 1055 Homer St, in Yaletown – An elegant 27 storey concrete residential tower overlooking the desirable Yaletown neighbourhood of downtown Vancouver.
- Pomaria, at 1455 Howe St, in Vancouver - A sophisticated 30-storey tower in the desirable downtown Granville slopes enclave at Howe and Beach.
- Stella, at 1110 11st Street SW, in Calgary – 1st phase of a two phased (Stella and Nova) residential high-rise development in the trendy and centrally located Connaught area of the Calgary downtown beltline

BKDI ARCHITECTS – Project Architects

BKDI Architects was established in 1978 in Calgary, Alberta by Peter Burgener. With a full time staff of over 95 architects, interior designers, landscape architects, technologists, and contract administration personnel, BKDI is now one of the largest architectural and design firms in Western Canada.

It has been involved in the area of Sustainable Design since the year 2000 through an ongoing professional education process and the application of green principles in appropriate projects. In 2002, BKDI became a member of the U.S. Green Building Council (USGBC).

BKDI is extensively involved in a wide range of projects, including: master planning, office buildings, shopping centres, hotels, multi-family residential, hospitals, and corporate interiors. BKDI provides many facets of the development business – including architecture, interior design, landscape architecture, and urban planning.

RAFII ARCHITECTS INC. – Design Architects

Established in 1983, Rafii Architects Inc. is a Vancouver architectural firm offering comprehensive services in architecture, urban design, planning and interior design.

A mid-sized firm consciously structured to provide client-focused consultation within a collaborative approach to each project, their solid reputation is characterized by their proven ability to work with public officials, challenging client programs, while maintaining a timeless and refined design philosophy.

Their extensive portfolio includes many well-received projects throughout the Vancouver area, with particular recognition for their work in high-rise residential and mixed-use projects. Rafii Architects takes particular pride in their client list that includes some of Vancouver's best-respected developers.

In addition to the many awards that their individual team members have received, Rafii Architects has been the recipient of the British Columbia Heritage Award for Sensitive Building Retention (1994), the Canadian Homebuilders Association of British Columbia Silver Georgie Award for the Design Excellence, Best High-Rise Development (1998), the Gold Georgie Award, Best Low-Rise Development (2000), the City of Nanaimo Award for Design, Best Multifamily (2000), and the Canadian Homebuilders "Core" Gold Award, Project of the Year (2001), Urban Development Institute's Best Residential High Rise (2007).

INTERTECH CANADA (ALTA) LTD.

Intertech Canada (Alta) Ltd. is a privately owned construction management firm specializing in multi-unit residential construction. Intertech Canada (Alta) Ltd. serves the marketplace by performing general construction and project management, as well as providing pre-construction value engineering for projects.

Their policy and objective: "Commitment to Client Satisfaction."

For the past 17 years, this quality-conscious firm has maintained a proven track record of successfully completing a substantial number of projects ranging from multi-unit residential developments to high-rise and commercial office buildings. Having now expanded into Alberta, they have constructed some of the most prestigious projects in the Vancouver area including the Bayshore Residences, The Lions on Georgia, the award-winning addition to the Sylvia Hotel, and Kerrisdale's gracious Elm Park Place. Intertech's projects are acclaimed for their uniqueness and merit, and many have been featured in leading national publications.

Intertech has received numerous Georgie awards and was also recognized by the Architectural Institute of British Columbia as recipient of the "Honour Award" for 1998 as the Builder Team Member. These awards attest to Intertech's construction excellence. Intertech has also been acknowledged for their continuous quality and consumer satisfaction through "On-Site Magazine", where they were profiled as the Feature Builder. They strongly believe that their company's success lies with its people and their ability and dedication to achieving results.

Intertech Canada (Alta) Ltd. was proud to provide the construction management service for NOVA and the Owner, Qualex-Landmark Investments Inc.

RANCHO REALTY (1975) LTD.

Rancho Realty (1975) Ltd. is a part of the Rancho Group of Real Estate companies. The Rancho Group has been in business for over 35 years and is one the of the larger property management companies in Western Canada. They currently have offices in Winnipeg, Edmonton, Calgary and Vancouver.

At present, Rancho Realty (1975) Ltd. in Calgary manages a variety of buildings of varying sizes throughout the city. They also have a fully computerized accounting system.

Rancho Realty (1975) Ltd. employs a staff of 4 full time Property Managers and a dedicated support team of accounting and administrative staff. They are committed to delivering excellent service and building positive relationships with our clients, tenants and their trades people.

Location: #4 - 5508 – 1 Street S.E.
Calgary, Alberta
T2H 2W9

Contacts: Evelyn Thompson/ Residential Division Manager
Email: ethompson@ranchogroup.com
Head Office: 403-253-7642
Fax: 403-253-8207
Hours: 8:00 am – 4:30 pm + 24 hr answering service.



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Your New Neighbourhood

(The best of what the area has to offer)

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YOUR NEIGHBOURHOOD

EMERGENCY NUMBERS

Fire	911
<i>Non-Emergency</i>	403-264-1022
Police	911
<i>Non-Emergency</i>	403-266-1234
Gas Trouble	
Atco Gas	403-245-7222
Direct Energy	866-420-3174
Electricity Trouble	
Enmax	403-514-6100

A. FOOD

Chianti Restaurant	1438 17 Avenue SW	403-229-1600
Cannery Row	317 10 Avenue SW	403-269-8889
Galaxie Diner	1411 11 Street SW	403-228-0001
Kyoto 17	908 17 Avenue SW	403-245-3188
Nellie's	1001 17 Avenue SW	403-806-2377
Bonterra	1016 8 Street SW	403-262-8480
Brava Bistro	723 17 Avenue SW	403-228-1854
Simone's Bistro	636 10 Avenue SW	403-263-6661
The King & I Thai Cuisine	822 11 Avenue SW	403-264-7241
Divino Wine & Cheese Bistro	113 8 Avenue SW	403-410-5555
Zen 8	103, 414 – 3 Street SW	403-237-8884
Chicago Chophouse	604 8 Avenue SW	403-265-3000
Vintage Chophouse	322 11 Avenue SW	403-262-7262
Cilantro	338 17 Avenue SW	403-229-1177
The Tribune	100 – 118 8 Avenue SW	403-269-3160

B. STOPS

Starbucks	1210 8 Street SW	403-228-3372
Second Cup	510 5 Street SW	403-261-9999
Caffè Beano	1613 9 Street SW	403-229-1232
Good Earth Cafe	1502 11 Street SW	403-228-9543
Tim Horton's	1211 12 Avenue SW	403-245-0990
Decadent Desserts	831 10 Avenue SW	403-245-5535
Steeps Teahouse	12G – 880 16 Avenue SW	403-209-0076
Fiasco Gelato	736 17 Avenue SW	403-229-2503

C. DRINKS

Crush Restaurant & Lounge	1312 12 Avenue SW	403-245-8487
Lucky	510 17 Avenue SW	403-229-4036
Ming	520 17 Avenue SW	403-229-1986
The Bungalow	524 17 Avenue SW	403-209-5005
The Living Room	514 17 Avenue SW	403-228-9830
Cowboy's	425 5 Street SW	403-265-0699
Tantra Nightclub	355 10 Avenue SW	403-264-0202
Whiskey	341 10 Avenue SW	403-770-2323
Mynt Ultralounge	516c 9 Avenue SW	403-262-6968
Metropolitain Grill	880 16 Avenue SW	403-802-2393
Melrose Café & Bar	730 17 Avenue SW	403-228-3566
The Yardhouse	718 17 Avenue SW	403-244-8899
Ship & Anchor Pub	534 17 Avenue SW	403-245-3333
Rose & Crown Pub	1503 4 Street SW	403-244-7757

D. STUFF

Mac's Convenience Store	1207 17 Avenue SW	403-245-4242
Blockbuster Video	1212 17 Avenue SW	403-228-9480
Alberta Treasury Branch	1110 17 Avenue SW	403-974-5380
CIBC	1222 17 Avenue SW	403-974-6371
Scotia Bank	1401 17 Avenue SW	403-221-6821
TD Canada Trust	1029 17 Avenue SW	403-244-5541
London Drugs	1508 8 Street SW	403-571-4958
Shoppers Drug Mart	815 17 Avenue SW	403-244-9769
Roger's Video	1012 17 Avenue SW	403-228-2905
Reid's	710 17 Avenue SW	403-229-4400
Collage	113 – 1013 17 Avenue SW	403-216-6250
UPS	1500 14 Street SW	403-244-3212
Royal Liquor Merchants	H-3515 32 Street NE	403-296-0480
The Wine Shop	550 17 Avenue SW	403-229-9463
Megatunes	932 17 Avenue SW	403-229-3022

Martha's Master Cleaners	3 – 1403 8 Street SW	403-244-4349
Daily Globe News	1004 17 Avenue SW	403-244-2060
Safeway	813 11 Avenue SW	403-264-1375
Midtown Market Co-op	1130 11 Avenue SW	403-299-4257
Community Natural Foods	1304 10 Avenue SW	403-229-2383
Kalamata Grocery	1421 11 Street SW	403-244-0220
Janice Beaton Fine Cheese	1708 8 Street SW	403-229-0900
Chocolaterie Bernard Callebaut	847 17 Avenue SW	403-244-1665
Rustic Sourdough Bakery	1305 17 Avenue SW	403-245-2113
Pease Blossoms	1417 11 Street SW	403-245-1287
Anne Patterson Fine Flowers	924 17 Avenue SW	403-245-5543

E. STYLE

Gravity Pope	524 17 Avenue SW	403-209-0961
Purr	100, 601 - 17 Avenue SW	403-244-7877
Primitive Culture	814 16 Avenue SW	403-244-4404
Mountain Equipment Co-op	830 10 Avenue SW	403-269-2420
Lululemon Athletics	1708 4 Street SW	403-207-5858
Naked	1510 17 Avenue SW	403-229-3013
Helia Sports	1463 17 Avenue SW	403-228-4445
Holt Renfrew	751 3 Street SW	403-269-7341
BluBox	1322 17 Avenue SW	403-244-9500
Smyth & Kang	1020 17 Avenue SW	403-541-1717
Aluminum Planet	101 – 1019 17 Avenue SW	403-262-0048

F. SELF

Telus World of Science	701 11 Street SW	403-268-8300
Heaven's Fitness	637 11 Avenue SW	403-263-3113
Innovative Fitness	111 – 1111 11 Avenue SW	403-244-7405
Oasis Wellness Center and Spa	880 16 Avenue SW	403-216-2747
Body Dynamics Pilates Studio	220 – 1220 Kensington Rd NW	403-270-7387
Yoga Studio	110 – 1330 15 Avenue SW	403-228-5808
Decidedly Jazz Dance Studio	1514 4 Street SW	403-245-3533
Exquisite Nails	347 17 Avenue SW	403-228-9938
Dharma Studios	104 – 620 12 Avenue SW	403-508-9921
		403-229-0900

G. INTERIORS

Robert Sweep Inc.	739 11 Avenue SW	403-262-8525
Rubaiyat	1913 10 Avenue SW	403-228-6549
Domicile	715 11 Avenue SW	403-262-9780
Moddecor	1415 11 Street SW	403-229-1395
Soho & Nada	820 11 Avenue SW	403-261-0888
Kai Mortensen's	1227 11 Avenue SW	403-245-5751
Chintz and Company	1238 11 Avenue SW	403-245-3449
Panache	1210 11 Avenue SW	403-263-2510
Maria Tomas	1015 11 Street SW	403-233-9055
The French Connection Fine Antiques	1222 11 Avenue SW	403-283-4344
New Zones Gallery	730 11 Avenue SW	403-266-1972
Paul Kuhn Gallery	724 11 Avenue SW	403-263-1162



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Property Management

(Who's looking after Nova?)

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IMPORTANT INFORMATION AND ADDRESSES

Legal and Civic Address

The legal description for **NOVA** is Condominium Plan 0414396

The civic address is 1118 12th Avenue SW, Calgary, Alberta, T2R 0P4

EMERGENCY SERVICES

Should an emergency arise (i.e., a building fire) at any time, or for inquiries about common area concerns, please call:

Site Manager

The building will have a site manager. (tel: 403-735-5198)

or

Rancho Realty (1975) Ltd.
#4 - 5508 – 1 Street S.E.
T2H 2W9 Calgary, Alberta

Phone: 403-253-7642
Fax: 403-253-8207
Attention: Evelyn Thompson

COMMON PROPERTY INSURANCE

The Condominium Corporation will carry "All Risk" insurance for the full replacement cost of **NOVA**, together with Third Party Liability coverage as required under The Condominium Act of Alberta. Inquiries regarding this common area insurance coverage should be directed to Evelyn Thompson at **Rancho Realty (1975) Ltd.**

NOTE:

You are urged to obtain individual coverage for personal possessions and contents as they are not covered by the Condominium Corporation's policy and/or liability insurance, which provides coverage against third party liability in your suite. The foregoing type of policy is commonly referred to as a "Condominium Unit Owner's Policy". Suite upgrades are not covered by the Condominium Corporation's insurance unless the owner formally notifies the condominium corporation, through the Property Manager, of any improvements or betterments.

RANCHO REALTY (1975) LTD. FORMS

CORPORATION'S INSURANCE/OWNER'S INSURANCE NOVA

The Condominium Corporation's insurance covers the common property, common assets, buildings shown on the Condominium plan and fixtures built or installed in a condominium unit, assuming that the fixtures are built or installed by the owner/developer as part of the original construction in the condominium unit (please refer to section 47 of the Condominium Property Act for greater detail.)

Owners should have their own in-suite insurance coverage. The policy is often called "Condominium Owner's Insurance Package," and normally includes personal effects and some liability insurance. If modifications or improvements are made to a condominium unit, the owner should formally notify the condominium corporation through the Property Manager so that adequate coverage for the improvements and betterments may be obtained from the condominium corporation's insurance company.

For example, hardwood floors installed by owner/developer or part of the original construction in the unit are covered by the Corporation's insurance. Hardwood floors installed by an owner, after the time of purchase, are not covered by the Corporation's insurance policy unless the owner has provided formal notice to the condominium corporation through the Property Manager.

PRE-AUTHORIZED PAYMENT PLAN FOR CONDOMINIUM FEES - NOVA

**ATTACH VOID
CHEQUE HERE**

Unit Number: _____
Suite Number: _____ - 1118 12th Ave. SW, Calgary

1. I/We hereby authorize Rancho Realty (1975) Ltd. on behalf of Alberta Condominium Corporation No. 0414396 to debit my/our account monthly, effective _____ for monthly operating fee(s) of \$ _____ due by the undersigned to the Condominium Corporation. Please debit the account for fees indicated with "X" _____ common element fees, _____ parking (if applicable).

I/We acknowledge that any maintenance fee increase will be retroactive to the start of the Condominium Corporation's fiscal year.

2. The account that Rancho Realty (1975) Ltd. is authorized to draw upon is indicated below. A specimen cheque has been marked "VOID" and attached to this authorization. If your account does not provide cheques, please have your bank fill out the information below to ensure the account is coded correctly and will allow pre-authorized payment.

Surname, First Name

Address of Condominium Unit

Mailing Address (if different than property address)

Phone

Name of Financial Institution

Branch

Account No.

3. I/We undertake to inform Rancho Realty (1975) Ltd. of any change in the account or address information provided in this authorization within fifteen (15) days after the change occurs. If the account is transferred to another financial institution, this authorization becomes null and void on the date of the transfer and it will be necessary to provide a new authorization to Rancho Realty (1975) Ltd.
4. This authorization may be cancelled at any time upon written notice to Rancho Realty (1975) Ltd.
5. I/We acknowledge that delivery of this authorization to Rancho Realty (1975) Ltd. constitutes delivery by me/us to the above financial institution.
6. I/We warrant that all persons whose signatures are required to sign on this account have signed this agreement below.

Date: _____ Signature: _____ Signature: _____

PLEASE NOTE THAT THIS FORM MUST BE RECEIVED BY RANCHO REALTY LTD. NO LATER THEN THE 20TH OF THE MONTH PRIOR TO THE MONTH P.A.P. IS TO COMMENCE.

EMERGENCY FORM

NOVA

The following information is confidential and for the purpose of contacting you or your relatives in the event of an emergency. This information is held in the strictest of confidence and will not be released to anyone without your permission.

Condominium Corporation: **“NOVA” Condo Corp No. 0414396**

Suite Number:

Unit # :

Registered Owner (s) full name (s)

Telephone Number: (h) _____ (b) _____ other _____
(cell/pager - please specify)

Non resident owner address and phone number (if unit is rented to a tenant or you are an absentee Landlord):

Name, Address and Telephone number of a local contact or relative in the event of an emergency in your suite:

If your contact or relative is not available, will you allow access to your suite via the Management Company? (please check appropriate line)

Yes _____

No _____

Access code for security system (optional) _____

*** Please complete and return as soon as possible to:**

Rancho Realty (1975) Ltd.
#4 - 5508 – 1 Street S.E.
T2H 2W9 Calgary, Alberta
Fax # - 403-253-8207

**DECLARATION OF UNIT RENTAL
NOVA
CONDOMINIUM CORPORATION NO. 0414396**

In accordance with Section 53 of the Condominium Property Act, the following information is to be provided:

Address: # 1118 – 12th Ave SW, Calgary, Alberta Legal Unit: # _____

Registered Owner: _____

REGISTERED OWNER CONTACT INFORMATION	
ADDRESS: _____	
HOME #: _____	WORK #: _____
OTHER #: _____ Email: _____	
TENANT CONTACT INFORMATION	
NAME(s): _____	
HOME #: _____	WORK #: _____
NAME: _____	
WORK #: _____	

DECLARATION	
The Tenant has been provided with a copy of all Corporation By-laws, Policies, and Rules, Regulations.	
Rent to be charged per month is: \$ _____	
DATED this _____ day of _____ 200__.	
_____ Signature of Registered Owner	_____ Signature of Tenant
_____ Signature of Registered Owner	_____ Signature of Tenant

Collection of this information is in accordance with the Condominium Property Act of Alberta and storage of this information is in accordance with the Freedom of Information and Protection of Privacy Act.

CHANGE OF ADDRESS RECOMMENDATIONS

As a reminder, we have included a list of several places that you should notify of your address change. This will ensure proper continuation of the services listed below:

Telus	Move your TELUS services <u>online</u> . Or call 310-2255 and say 'move'. A service representative will make arrangements to move your existing telephone service and/or install new service. There is a one-time installation charge payable.
Canada Post	Fill out a "Change of Address" form at any postal outlet or go to www.smartmoves.ca . There is a service charge for the first four months and an additional charge for the succeeding four months. This service requires two weeks to initiate.
Bank / RRSPs	Contact customer service at your bank and/or financial institution to notify them of your change of address for all your accounts. It is also important to order new cheques.
Motor Vehicles Branch	Stop by any M.V.B. to notify them of your change of address. They will provide you with a sticker free of charge to affix to the back of your driver's license.
Auto Insurance	Contact your insurance broker and provide them with your new address.
Home/Life Insurance	Contact your policy holder(s) to notify them of your change of address.
Doctor/Dentist Office	Contact your doctor(s) and dentist to ensure proper notification of regular visits.
Credit/Gas Cards	Contact all your credit card accounts and advise them of your address change.
Newspapers	Call 403-235-7100 for The Calgary Herald Call 800-387-5400 for The Globe and Mail. Call 403-250-4300 for The Calgary Sun. Call 403-235-8626 for The National Post
Magazines	Contact all of your magazine subscriptions to notify them of your change of address.
Shaw Cable	Call Shaw Cable at 403-716-6000 or 1.888.472.2222 to change your service. There is a flat fee payable to activate or install new outlets.

Internet Service

Nova is pre-wired for high speed internet access. Contact your provider of choice, Shaw Cable at 403-750-6990 or Telus at 403-310-4638 to change or activate your internet service.

UN-OCCUPIED SUITES

If your suite is not going to be occupied for a period of more than one month, please ensure that it is inspected on a regular basis for any gas leaks, pipe leaks and/or break-ins. Please report these or any other problems to Rancho Realty (1975) Ltd.



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Emergency Preparedness *(911)*

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Fire Prevention	4.4
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Sprinklers	4.5
In-Suite Building Alarm	4.5

EMERGENCY NUMBERS

In case of an emergency, please dial the numbers as follows:

CALGARY POLICE Non-Emergency	911 403-266-1234
AMBULANCE Non-Emergency	911 403-261-4000
FIRE DEPARTMENT Non-Emergency	911 403-264-1022
ENMAX	403-514-6100
ATCO GAS	403-245-7222
POISON CONTROL CENTRE	403-944-1414

FIRE EMERGENCIES

In case of a fire emergency, it's always important to remain calm, remember the following information and procedures, and execute them as quickly as possible.

The building emergency system uses a centralized control panel to activate emergency equipment, alarm bells and lighting.

General Fire Safety Information

Keep clear of flames and remember that smoke is deadly.

Stay low to avoid smoke.

Activate the alarm at the nearest pull station to warn others.

Notify other residents on the troubled floor of the fire hazard.

Never attempt to extinguish a fire when the flames are higher than desk height.

If the fire is uncontrollable, leave and close all doors behind you.

Do not use the elevator during a fire.

Feel doors for heat before opening.

Do not enter a stairwell that is full of smoke.

Do not re-enter the building for any reason.

Provide the Fire Department with all the information they need.

Use the nearest phone at a safe location to call the Fire Department.

Dial 911

Stay calm and state your name and phone number.

Give the address of the fire: 1118 – 12 Ave S.W.

Follow the instructions given by the Fire Department Representative.

Fire Planning

Know how to deal with different types of fire should one occur. Always have a pre-determined plan of action in case of fire.

Equally important is to plan and occasionally practice an escape route for you (and your family) should a fire occur (instructions and printouts available at www.stayingalive.ca). There will be regular fire safety checks of the fire warning system. This could also be used as a time to practice the drill.

Be sure to establish a meeting place after escape with friends and family.

Know the location of fire extinguishers, fire alarms and fire exits.

Pay attention to children and others requiring assistance. They may panic or become disoriented during the fire.

It's important to keep in mind that fires may occur at any time. Do not take fire safety for granted. Knowing the risks and being prepared may not only reduce damage but may save lives, including yours.

Extinguishers

There will be at least one **fire extinguisher cabinet** on every floor. To access it, break the glass with the metal bar. This extinguisher can be used on all fires. Carefully read the operating instructions on the side. If possible, you should familiarize yourself with its operations prior to a fire. A good time to do this would be during your practice drill.

It's also recommended that you keep a personal fire extinguisher on hand for your home. This type of extinguisher is small and would be used primarily to fight small kitchen fires. Make sure you purchase a CO₂ or dry chemical type as these are the most versatile. Your extinguisher should be checked annually and recharged as required.

Keep your extinguisher in an accessible place and not over an area like the stove.

Always position yourself between the fire and the closest exit.

Fire Prevention

The best way to fight fires is to prevent them. Here are a few common-sense rules to help reduce the likelihood of a fire. Please use them.

If you do smoke, ensure that there are plenty of deep ashtrays in the house. Keep them clean.

Do not smoke in bed.

Keep your stove and oven area clean and the area around them clear.

Use only approved appliances. Look for a label by either the Canadian Standards Association (CSA) or the Underwriters Laboratories (UL or ULC).

If an appliance has a worn or frayed cord, don't use it unless under supervision. Have it repaired as soon as possible.

Be sure not to exceed the wattage restrictions on lamps by installing a higher wattage than recommended.

Keep electrical cords visible and out from underneath rugs and furniture. Attempt to install appliances close to their power source. Do not tack down electrical cords with staples.

It's never advisable to store gas or oil indoors or to store oily rags in a confined space.

When using storage rooms, do not place items within two feet of any sprinkler heads.

Make certain that exit doors are fully closed behind you. Notify your Property Manager as soon as possible if they do not.

Building Fire Protection Equipment

Each home is equipped with a smoke detector and a sprinkler system.

Smoke Detectors

These devices have been installed throughout the building. Each home has one installed in their suite. These alarms are electrically operated. There is no battery. They are wired directly to your electrical panel.

Occasionally, verify that the alarm is active. Some models will have a small light that is on when power is being supplied to the alarm. It is visible by standing directly under the detector. Other models will have a test button. This should be depressed and a high-pitched squeal will be audible.

Activation of this alarm doesn't affect the building emergency system. It is not linked to any other alarm outside your home.

Sprinklers

Your home and the common area are equipped with heat-activated fire sprinklers. The heads are activated at approximately 160°C. This is a closed system, independent of the domestic water supply to your home. There is a constant pressure on the system. Should the pressure fall, the building alarms will sound.

The sprinkler heads are localized. That is, only the head in the affected area of your home will release. The sprinkler system can only be shut down by the fire department.

Caution: The heads can be activated by inadvertently knocking the head. Be especially careful when moving furniture, tall objects or when working in confined spaces such as closets. Activation of a sprinkler head will release a flood of water at high pressure, which may result in damage not only to your condominium unit but to other condominium units in the building. In the event that you see a problem with the sprinkler system in your suite, DO NOT touch it, contact the property manager immediately.

In-Suite Building Alarm

For additional protection, a second alarm is installed in your home. This alarm is activated by the building fire protection system. If this alarm should sound, a high-pitched squeal, vacate the building immediately. Follow the fire safety routes located at the elevators.



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5

Things Everyone Wants to Know *(Nova 101)*

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Mailing Address	5.4
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Security	5.4
Gym Hours	5.4
Guest Suite	5.4
Lounge	5.4
Pets	5.5
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THINGS YOU NEED TO KNOW

From time to time, you may have questions about how things work. Refer to these frequently asked questions and answers.

CAN I BARBEQUE AT NOVA?

Yes. You may have a barbeque, subject to the Condominium Corporation bylaws. It is important that you keep your BBQ far away from the building exterior.

HOW DO I ACCESS THE BUILDING?

There is one main lobby entrance for Nova. The entrance is on 12th Ave between 10th Street and 11th Street. Residents can access the main lobby using their fob. Visitors must use the enterphone system before they can enter the building.

Use caution when entering the building, ensuring that nobody has followed you.

HOW DOES THE ENTERPHONE SYSTEM WORK?

The door entry system operates with your existing telephone. Your guest simply dials your code number and selects your name by scrolling through the electronic directory on the lobby panel and your telephone will ring. When answered, you'll be in communication with your guest.

To unlock the main door, dial the digit "9" from your telephone. To refuse entry, simply hang up your phone.

Call waiting Feature

While engaged in a conversation with an outside line, a distinct tone will be heard when a visitor places a call. Flash the hook switch to answer the call. This action will automatically put the outside call "on hold" while online; you can open the main door by dialing the digit "9" or flash the hook switch to refuse entry. Both actions will automatically reconnect you to the previous call to continue your conversation.

In a similar manner, you can answer your outside caller while talking to a guest in the lobby. **PLEASE NOTE:** You can't put your guest "on hold" due to a system allowable talk time limit (normally 60 seconds).

WHERE DO I DISPOSE OF GARBAGE?

There is a refuse room located on the main floor off the alley, where residents may take recyclable and non-recyclable household refuse.

All garbage must be bagged and securely tied. The building management will arrange for refuse to be collected on a regular basis.

WHERE DO I DISPOSE OF OTHER TYPES OF GARBAGE?

You are responsible for disposing of non-household waste. DO NOT leave old mattresses, appliances, fixtures or other large items in the refuse area.

Call the City of Calgary Operations Centre at 311 to find out how to best dispose/recycle of non-household waste.

WHAT DO I DO WITH PAINT and OTHER HAZARDOUS MATERIALS?

DO NOT put paint, solvents, motor oil, pesticides, batteries, or any other hazardous waste in with the garbage or your recycling.

Call the City of Calgary Operation Centre at 311 or call the Recycle Information Line toll free at 1-800-463-6326.

WHAT ARE ALL THESE KEYS FOR?

You will receive 2 sets of keys for your home and common area and one key for your mailbox. You will also receive 2 fobs, which provide access to the building, gym, lounge and the parkade.

When ownership of the Suite changes, the keys must be given to the new owner.

Please note: the Condominium Corporation is not responsible for access to suites. Any owner wishing to re-key their suite locks may do so and no permission from the Condominium Corporation is necessary.

HOW DO I OBTAIN ADDITIONAL KEY OR FOBS?

If you need additional keys for your suite, it is your responsibility to have keys cut. If you need additional keys to the common area or Fobs you should contact the Property Management Company. There is a fee for additional keys and fobs.

WHAT IF I LOSE MY FOB?

If you lose your fob you should contact the Property Manager as soon as possible. Although the Property Manager will have the serial number, it may be wise to keep a record of any serial numbers that appear on the fob. The Property Manager will collect a fee for any additional or replacement fobs.

WHAT HAPPENS IF I WANT TO LEASE/RENT MY SUITE?

If the suite you purchased is for investment purposes and it will be leased out, a Declaration of Unit Rental Form must be signed by your tenant and forwarded to the Property Manager. You may obtain a Declaration of Unit Rental Form from Section Three.

Please ensure a copy of the Home Owner's Manual is provided to your tenants together with the Bylaws and Rules of the Condominium Corporation.

WHERE DO I GET MY MAIL?

For Suites 301 through to 2603, the mailing address for Nova is:

1118 – 12th Ave S.W., Calgary, Alberta T2R 0J7

For the Townhome, the mailing address is 1120 12th Avenue SW, Calgary, Alberta, T2R 0J7

Ensure that you include your suite number on all accounts and correspondence.

HOW DO I ARRANGE FOR POSTAL DELIVERY?

Be sure to let Canada Post know that you are moving. Your mail can be redirected for 6 months for a nominal fee. This service can be extended for an additional charge. See your local post office or go to www.smartmoves.ca for details on the relocation services.

Change of address cards are available free of charge from any Canada Post outlet.

TO WHOM DO I PAY MY CONDOMINIUM FEES?

Each resident is required to pay CONDO fees on the first of each month and is payable to Condominium Corp No. 0414396. The Condominium Corporation handles the administration of condo fees. For more information, refer to Section Three.

HOW DOES THE BUILDING SECURITY SYSTEM WORK?

Nova owners are able to control and monitor who enters the premises. Movement into the main lobby and parking area is by your permission only. Fobs are programmed by the Property Manager to permit access to your floor only.

HOW DO I GAIN ACCESS TO THE GYM AND LOUNGE?

The Gym and Lounge are located on the 2nd floor, you will need your fob to gain access. The gym will be accessible from 6:00 am to 11 pm daily. Please note that the Condominium Board may change these hours at a future date. The hours of operation for the Lounge will be determined by the Condominium Board after the AGM.

HOW DO WE BOOK THE GUEST SUITE OR THE LOUNGE?

You will need to contact the Resident Manager, in order to book the Lounge or the Guest Suite. The guest suite has been furnished but you will be required to supply your own linens. The cost and booking dates for the guest suite will be finalised after the first AGM of the Condominium Board.

ARE PETS ALLOWED IN THE BUILDING?

Yes, pets are allowed in Nova, although the Condominium Board may choose to have restrictions on the number and size of your pet.

HOW DO I ACCESS THE UNDERGROUND PARKING?

The entrance to the underground parking is located off the lane between 11th and 12th Avenue with access from 10th and 11th streets.

HOW MANY PARKING STALLS ARE DESIGNATED FOR VISITORS?

There are a total of fifteen (15) visitor parking stalls one of which is a handicap stall located on P3.

The Condominium Board will set a procedural policy at the A.G.M. regarding visitor parking.

WHAT ABOUT MY BICYCLE

There is one bike storage area which contains approximately 95 bike racks. It is located on the lobby level.



BETTER LIVING. BY DESIGN.

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Condominium Living *(Neighbours)*

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CONDOMINIUM LIVING

PROPERTY DESIGNATION

Common Property

Common Property is defined as that area of **NOVA** that all homeowners have access to. It is, generally, those areas that all owners/residents use (i.e., hallways, parking area, etc.) or every part of the property that isn't otherwise designated as a condominium unit as shown on the condominium plans. Every owner owns a pro-rata share of the common property and is responsible for the necessary maintenance.

Exclusive Use Common Property

Exclusive Use Common Property is the common property that is designated on the condominium plans as being for the exclusive use of one or more owner/residents. At **NOVA**, the balcony or patio for a condominium unit is designated as Exclusive Use Common Property. These areas are sketched and dimensioned on the condominium plan filed in the Land Titles Office. Although Exclusive Use Common Property is designated for the exclusive use of the homeowner, it is subject to the right of ingress and egress for members, employees and agents of the Condominium Corporation in cases of emergency or where it provides access to other common areas.

Unit

Your Unit is that area shown as such on the condominium plan filed in the Land Title Office. The boundary of this area with another unit or with common property is the centre line of the floor, wall or ceiling as the case may be. Each person is individually responsible for everything inside these boundaries. Exterior doors and windows, however, may be the exception and remain the responsibility of the homeowner.

CONDOMINIUM CORPORATION

Organization

The Condominium Corporation is the body made up of all the owners at **STELLA & NOVA**. The Condominium Corporation has elected a small "Executive" from its members referred to as the Condominium Board. The Condominium Board carries out the mandate of the Condominium Corporation and is charged with the responsibility of organizing and operating **STELLA & NOVA** with the assistance of professional property managers. They will usually enforce the by-laws, award maintenance contracts, and assure payment of corporation bills. **Qualex-Landmark Investments Inc.** as the developer has appointed **Rancho Realty (1975) Ltd.** as the Property Manager.

Maintenance Fees

As you are aware, part of living in a condominium corporation requires the payment of maintenance fees. These fees are based on unit entitlement – that is, they are assessed pro-rata based on the habitable square footage of your unit plus any area designated

for the exclusive use of that unit as it relates to the total square footage of all the units and areas designated as exclusive use. Maintenance fees are payable on the first day of each and every month, in advance, to the Condominium Corporation so that they in turn can pay all the bills relating to the operation of **STELLA & NOVA**. The fees are usually paid by post-dated cheque and are made payable to the suite plan, care of your property management company. When submitting any payment, ensure that the Suite Plan Number and the unit number are clearly identified on the back of your cheque so that it's credited to the correct account. You will be receiving an information package from Rancho Realty (1975) Ltd. that provides specific details and instructions for this process.

By-laws

The by-laws and rules and regulations of a Condominium Corporation determine the rules of conduct by which each owner/resident in **STELLA & NOVA** must abide. Once you take over control of the Condominium Corporation, they may enact new by-laws or vary the existing by-laws, provided that they meet the requirements of the Condominium Property Act of Alberta.

If there are by-law violations, fines can be levied against the individual condominium units by the Condominium Board. Please refer to the Condominium Documents for the applicable by-laws for **STELLA & NOVA**.

Insurance

Condominium Insurance: Generally, the insurance coverage provided by the Condominium Corporation will replace or repair items that are damaged and were included in the original specifications by the builder/developer. This will include such items as the building and its components, carpets or a dishwasher.

Household (Contents) Insurance: You need to have insurance coverage for your personal possessions.

NOTE:

We strongly recommend that you contact your own insurance agent or the Condominium Corporation's agent to clarify any questions regarding insurance and the coverage provided.

SOUND TRANSFER

We've constructed your building and, ultimately, your home to meet or exceed the code requirements for Sound Transmission. As we strive to eliminate more and more White Noise, we lose the masking effect that it has on Impact Noise. Impact Noise cannot be eliminated. There are some things that residents of **NOVA** can do as good neighbours to help reduce the frequency and level of Impact Noise being created.

When closing doors or windows, refrain from closing them hard or with a bang. If you assist them in closing, you can control the severity with which the doors will impact their frames and thereby effectively reduce the vibration that will be transmitted throughout the building.

Wearing soft-soled slippers or shoes will cushion the impact (footfall).

COMMON AREA FINISHES

BUILDING SECURITY

Cobra Integrated Systems and **Qualex-Landmark Investments Inc.** have worked together to bring **NOVA** a state-of-the-art access and visitor entry system for your use.

Access Control System

The access system secures the common area doors for the building, including the lobby, elevator, parkade door and overhead gate. If a resident loses a Fob, or one is stolen, it can be deleted from the system and simply replaced with another one. These devices are then useless to anyone finding it or trying to use it.

Overhead Gates

While approaching these gates, simply press the transmitter button and the gate will open, allowing passage into the parkade areas. The residential overhead gate will require the use of your transmitter 24 hours a day.

Lobby and Parkade Doors

You can gain access through the front or rear lobbies and parkade doors with their key fobs. By simply showing the touch key (keyfob) at the card reader locations within 2" to 3", access will be granted through the door for a timed period.

Elevator Cabs

You must use your keyfob to allow you access to your specific floor. Please note that your keyfob will only work for your floor. If you live on the 10th floor, you can't access the 15th floor and vice versa. The lobby is always accessible from the elevator; therefore your visitors don't need to be walked out of the building when they leave.

* The 2nd floor is open to everyone in order to gain access to the guest suites, gym, lounge and hobby room.

SECURAVOICE VIDEO ENTRY SURVEILLANCE SYSTEM

The installation of CCTV cameras located at the front and rear lobby panels enables you to see who's calling and view both lobbies. The images are transmitted through the Cablevision Distribution System onto each suite TV on Channel 59.

TELEPHONE ENTRY SYSTEM

Resident Operating Instructions

The door entry system operates with your existing telephone. Your guest simply dials your code number or selects your name by scrolling through the electronic directory on the lobby panel and your telephone will ring. When answered, you'll be in communication with your guest.

To unlock the main door, dial the digit "6" from your telephone. To refuse entry, simply hang up the phone.

Call Waiting Feature

While engaged in a conversation with an outside line, a distinct tone will be heard when a visitor places a call. Flash the hook switch to answer the call. This action will automatically put the outside call "on hold" while online; you can open the main door by dialing the digit "9" or flash the hook switch to refuse entry. Both actions will automatically reconnect you to the previous call to continue your conversation.

In a similar manner, you can answer your outside caller while talking to a guest in the lobby. **PLEASE NOTE:** You can't put your guest "on hold" due to a system allowable talk time limit (normally 60 seconds).

EXTERIOR FINISHES

The exterior of your home is the responsibility of the Condominium Corporation and your Property Manager to clean and maintain. However, there are some things that you can do to help maintain the exterior of your building.

CAULKING

Caulking is used in various locations on the exterior of the building. In some cases, it's used for aesthetic reasons; however, its main purpose is to prevent water from penetrating the building envelope. Should the caulking show signs of shrinkage and/or gaps, **it should be reported to the Condominium Corporation.**

DECK DRAINS AND SCUPPERS

Scuppers... they stick out from the building and direct water off of a roof or deck to a downspout... now you know! It's the responsibility of each owner to ensure that deck drains or scuppers are kept clear of debris. A blockage can cause serious problems with water ingress into the building interior. This will not be covered under our Building Envelope Warranty.

CONCRETE

Concrete is susceptible to shrinkage if it dries. Hairline cracks will appear – this is normal. If the crack is more than 3 mm, please notify your Property Manager or the Condominium Corporation of your concern. We'll review the crack with them.

De-icing chemicals can damage the concrete and cause it to spall (pieces of the surface lift off). This will void the warranties. Other alternatives should be found for problem areas. Some types of fertilizers or sand may be used.

MASONRY

Efflorescence is whitish powder-like substance that may appear on the surface of concrete and clay products (i.e., bricks). It doesn't affect the integrity or the performance of the product.

As the concrete product dries some of the calcium oxide will convert to calcium hydroxide. This is soluble in water and will migrate to the surface. On the surface, a chemical reaction occurs between the calcium hydroxide, water and carbon dioxide from the air to form water insoluble calcium carbonate (efflorescence). A chemical reaction will continue to occur between the calcium carbonate, water and carbon dioxide to form water soluble calcium bicarbonate. In most cases, the efflorescence

can be removed with a brush. If there is a residue that remains, a product called "Mineral Spirits", available at stone suppliers, will aid in the removal.

EIFS

While giving the appearance of stucco, EIFS (Exterior Insulation Finishing System) is actually a multi-layered wall system that consists of the following components:

- Insulation Board - Made of polystyrene (or similar material), which is secured to the exterior wall surface.
- Base Coat - Applied on top of the insulation and reinforced with fiber mesh.
- Finish Coat - Applied on top of the base coat giving a durable, crack-resistant finish.

1. **Ensure that BBQ's are kept far away from the building exterior.**
2. **Do not make any penetrations through the EIFS.**
3. Promptly report any leaks, cracks, areas of discoloration, mold or mildew to the Property Manager.
4. Modifications, additions or renovations to the structure of any kind should be inspected by a qualified EIFS inspector to ensure waterproofing of critical details is properly performed.
5. Periodic cleaning of the surface is necessary to maintain its appearance and prevent permanent staining. Pressure cleaning equipment must be calibrated to the EIFS manufacturer's recommended pressure level (low) to prevent damage. Select a firm with experience in cleaning these EIFS systems. There are no products that are totally maintenance free, and EIFS are no different.

BALCONIES and TERRACES

Homeowners are responsible for keeping balcony areas swept and clear of debris.



BETTER LIVING. BY DESIGN.

7

Mechanical Equipment

(How does this work?)

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ELECTRICAL

Your home has its own electrical service panel with separate circuits that service different appliance plugs and lights.

Breakers control the circuits. They serve the same function as fuses did in older homes, but they're much safer and easier to work with. The breakers protect against fires that could develop if the wiring becomes overheated by an overload on the electrical system. Each breaker will operate an appliance, lights and plugs, or a specific outlet.

Always remember to turn off the appropriate breaker when attempting any wiring hookups.

Resetting Breakers

When resetting a circuit breaker, it's important to wait before turning it back on. The recommended interval between the breaker being turned off and on is 30 seconds. Too short a time frame may result in the breaker not being reset properly. The wait period will allow the breaker to cool down if it was tripped because of an overload. Before resetting, check the circuit breaker for an overload or for an appliance that could be creating a short circuit. To reset the breaker, make sure it's been turned all the way off before turning it to the "on" position again.

Finding Your Circuit Pattern

If your panel labeling is incomplete, it's possible to determine what each breaker does control.

At the panel, turn one breaker to the "off" position. Check to see exactly which light(s), plug(s) or appliance is disconnected. Note this on the panel label beside the corresponding breaker number. Repeat this operation until all the breakers are labelled.

Short Circuits

If a breaker disconnects, follow these steps:

Unplug the appliance you suspect caused the problem;

Reset the breaker;

Check other appliances for frayed or broken wiring if the breaker disconnects again;

Disconnect the appliance in question and try it in another circuit;

If the breaker trips on the new circuit, then this appliance is most likely the cause of the problem;

Reset the breakers

If the problem persists, have a qualified electrician inspect the electrical system.

Don't use a faulty circuit until a qualified electrician has inspected it, determined the problem, and corrected it.

Switch-Activated Outlets

There are, of course, switches that control ceiling and wall lighting. We've also included some switches that will control half of an electrical wall outlet. This will enable you to plug in a lamp (i.e., turn a lamp on and switch it off and on using the wall switch).

Kitchen Counter Plugs

The plugs have been split into two halves. The top plug is on one circuit and the bottom plug is on another. This allows you to plug in two high-draw appliances like a toaster and a kettle into what appears to be the same outlet but is actually two different circuits.

Ground Fault Circuit Interrupter (GFCI)

These plugs are installed in areas of the home where water and electricity could be mixed (i.e., a bathroom). The GFCI will protect you against hazardous electrical shock. You may still feel a shock, but the GFCI should cut off the power quickly enough so that a person in normal health should not receive serious injury. Infants and small children may still be affected.

Testing

The GFCI should be checked monthly. Follow these simple steps for testing:

Plug in an appliance like a hair dryer and turn it on.

Push the TEST button.

This will cause the RESET button to pop out and turn the power off.

If the power remains on or the RESET button does not pop out, turn off the breaker and have the plug checked by a qualified electrician. **DO NOT ATTEMPT TO OPERATE AN APPLIANCE IN THIS OUTLET IN THIS CONDITION.**

If the power is off and the RESET button has popped out, push in the RESET button and power will be restored.

If the GFCI fails to reset, do not use the plug and call a qualified electrician.

Smoke Detectors

Smoke detectors are provided in accordance with the Building Codes. They are electrically operated, not battery. In the event of a false alarm, shut off the circuit breaker in your electrical panel. Clear the room of any smoke by opening windows. The circuit breaker must be turned back on as the alarm is tied in with some of the house lighting and plugs. This will ensure that the power isn't off for a long period of time. To help ensure that dust particles don't inhibit the performance and function of the alarm, vacuum the contacts by periodically holding the vacuum nozzle to the grille of the smoke detector.

Appliances

Please read the manuals that were provided with each appliance. Familiarize yourself with the operation of the appliance and follow the instructions for its care. For easy reference, we recommend that you store your appliance manuals in the plastic inserts provided in Section Fourteen.

PLUMBING

If you ever notice dampness or a growing discoloration on any walls or ceiling, please notify your Resident Manager or Property Manager if it is after hours. You can find this phone numbers in section Three.

Shut-Off Valves

Each suite has a hot and cold valve used to isolate the water line from the building water supply. Beneath the sink in the kitchen, there's a shut-off for the hot and cold water supply. Additionally, there are shut-offs located in the laundry area and behind each toilet in an emergency situation (i.e., a water leak). To minimize damage, turn the valve off to the affected line. If the flow of water can't be stopped, the water will have to be turned off by the building maintenance staff at the main water supply riser.

Outside Taps

Some homes may have exterior hose bibs installed. During the winter months, the line should be properly isolated or drained.

Frost-free Hose Bib

Simply turn the valve off and remove the garden hose. Store the hose inside. When the valve is turned off, it actually shuts the water off inside your home. The valve stem is approximately 10" to 12" long.

If there's an exterior tap on your patio, familiarize yourself with the type of hose bib installed and remember to winterize it before freezing weather sets in.

HVAC

Each unit is equipped with it's own HVAC system. The air filter for this should be changed on an annual basis. The filter is located in the ceiling of the den/flex room.

INTERIOR ENVIRONMENT CONTROLS

There are three components to consider when creating a comfortable and healthy indoor environment: Temperature, Ventilation and Humidity. Achieving the proper balance between these three variables is a matter of building design, construction materials and personal environment.

Design

NOVA is designed to provide flexible climate controls to each home. For common areas such as halls and lobbies, there is a central air supply that also provides heat when required. In addition, there are also some small area-specific heaters. All other environmental systems are controlled by individual owners and service only their homes.

Construction

During the building process, a variety of materials and techniques are used to create a building that is well protected from the outside environment. Weather sealing and insulation are used extensively to make your home dry and energy efficient. However beneficial in many other ways, we have all come to learn that a tightly sealed building does have its drawbacks. Poor ventilation and internal humidity buildup can be both unpleasant and unhealthy as well damaging to the building. To counteract these potential problems, your home has been equipped with features for you to use in creating your ideal interior climate.

Humidity

In Calgary's climate, the winter months tend to be quite dry in terms of humidity. Many homeowners have remedied this situation by installing humidifiers. This has met with varying degrees of success as in most cases, when the temperature drops down to -15° and lower, frosting occurs on the windows. When the temperature dips down, the frames and lower portions of the windows can experience condensation and even frost in extreme conditions (-30°C). If the humidity level in your unit is above 15% at -30°C , it is likely that frost will occur on the frames and moisture on the lower portions of the windows. If this humidity level is 10 – 15%, frost will not occur. It is recommended that when conditions are lower than -15°C outside certain precautions be taken:

1. Turn the humidifier down to 15% or less
2. Close the washroom door when showering or bathing and turn the washroom fan on. When finished, close the door and leave the fan on for an additional 10 minutes.
3. When cooking, turn on the kitchen exhaust fan.
4. Do not hang up laundry to dry in your suite.
5. Make sure the dryer connection is secure so moisture cannot escape into the suite.

6. Leave the washroom exhaust fan on for several hours to help lower the humidity.
7. Turn up the temperature in the suite.
8. Open the curtains to allow better air circulation.
9. As a last resort, a fan may be used to blow air directly onto the areas where condensation occurs.

Note: If you have hardwood floors, you will have to pay particular attention to the humidity levels as often the manufactures recommend humidity levels of up to 40%. This is unachievable in cold conditions of -15°C and colder without experiencing moisture build up on the lower windows and frames. As temperatures can drop without notice in Calgary, it is recommended that humidifiers be turned down to 20% in the winter months (November through February).

SECURITY

Paladin Security has done the pre-wiring of the alarm system in your home and would be pleased to discuss your security requirements with you.



BETTER LIVING. BY DESIGN.

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Care & Maintenance of Finishes & Hardware *(Keeping it Beautiful)*

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CARE AND MAINTENANCE

Generally speaking, we don't recommend using abrasive cleansers or solvents for cleaning any surface in your home.

Countertops

Your Kitchen countertops are made of Quartz. Though the quartz surface can briefly tolerate moderate temperatures for a brief time, it can be damaged by high heat and prolonged exposure to heat.

No surface is indestructible, though. As with any other stone or surface material, strong chemicals and solvents such as Drano®, Liquid Plumber®, oven cleaners and floor strippers will damage the surface.

Continuous long-term exposure to direct sunlight (UV rays) may result in slight discoloration of Quartz Stone countertops. Most indoor applications will not apply.

POLISHED SURFACES (high gloss)

Routine cleaning involves little more than soapy water or a mild household cleaner such as Formula 409®, Fantastik® or Windex®.

Your Bathroom countertops are made of either custom stone and/or Integral glass.

Custom Stone

Always wipe up spills and messes immediately using a soft cloth or sponge. Spills such as oil or wine, if left, will leave marks. The longer a substance sits on the surface the more damaging they become. Use a pH-balanced cleansers or special stone cleanser to remove any remaining material. Rinse the surface with water and dry with a soft, clean cloth. Do not allow water to sit on the surface as it can cause mineral deposits such as calcium, salt, or lime to build up on the surface. We highly recommend that you apply a teflon based grout sealer, commonly available at building supply stores.

Do not use any acidic-based, alkaline, soft paste, or window cleaners. Also, avoid cleansers that contain vinegar, alcohol, lemon juice, and ammonia. Do not use any abrasive cleaning pads such as steel wool, metal brushes, or scouring powders.

Please note that countertops are not to be used as a cutting board or ashtray. Never cut anything directly on the countertop because the knife will dent or nick the surface.

Your countertops should be protected from hot irons as well as hot pots, pans or baking dishes. It is the homeowner's responsibility to keep heavy objects off countertops to prevent damage. As well, do not stand, kneel or sit on countertops.

Integral Glass

- Tempered glass countertops have a heavy tensile strength, and therefore can endure a great deal of weight. A 300 lb. weight, placed on a glass countertop, will not affect it - but a heavy object (such as a pot or pan) dropped on it might chip, crack, break or shatter it.

If the glass cracks or breaks it cannot be repaired, and must be replaced. The surface can endure heat of up to 700 degrees without cracking, making it an ideal material next to cooktops and ovens.

Glass counters will scratch, and should not be used as cutting boards. Textured glass will help hide the scratches, but will dull your knives.

- **Maintenance**

Glass countertops can be striking and modern looking, but they are a challenge to keep clean and free of fingerprints. Smooth glass tops will show watermarks, if not towel dried. Any standard glass cleaner can be used. Avoid using abrasive cleaners.

Light scratches, however, can be taken out by using a mild abrasive product such as [Soft Scrub®](#), but the surface should be thoroughly rinsed afterwards.

If certain acidic substances, such as vinegar, are allowed to rest on the surface for a length of time, the glass surface will eventually *oyster* (giving it the appearance of the inside of an oyster shell). While this does not affect the strength of the glass, the appearance will be permanently affected.

Please note that the builder is not responsible for staining of Granite, Marble or Laminate surfaces.

Cabinets

Your kitchen and Bathroom cabinets are made of plastic laminate. Wipe down with a damp soft cloth for easy cleaning. For grease spots, mix in a small amount of cleaner with the water.

Ceramic Shower Tiles

Should be wiped down after each shower. While the grout used in your bathrooms has built-in sealer, we highly recommend that you apply a teflon based grout sealer, commonly available at building supply stores. Another alternative is to wax the entire surface of the tile and grout with Gel Gloss. Both products will have to be applied twice a year. Some separation in the grout lines may occur. Cracks can be filled using a pre-mixed grout purchased from a tile or hardware shop.

Bathtub

To prolong the life of bathtubs follow these precautions:

- Do not use bathtubs to hold paint cans, trash, or tools. When you are painting walls and ceilings or otherwise redecorating, cover bathroom fixtures.
- Do not step in a tub with shoes on for any reason.
- Do not use bathtubs as receptacles for photographic or developing solutions. Chemical stains are extremely difficult to remove.

Although durable, your bathtub is not indestructible. Once damage has occurred, it cannot be completely undone.

Cleaning:

Use a soft cloth to wipe the product dry after each use. Your bathtub can be dulled or stained within a short time through excessive use of strong abrasive cleaners. Many household cleaners are abrasive and should be avoided. Baking soda is non-abrasive.

Hardwood Floors:

Preventative Maintenance:

- Use mats at all exterior doors, both inside and outside. This will trap the dirt, grit, and sand that act as abrasives on the floor. For interior mats, ensure that the backing on the mats is rubberized and a mesh-type that "breathe". Do not use any kind of underlay like that found under wall-to-wall carpet.
- In the kitchen, use a cloth (preferably cotton) throw mat below the sink to absorb spills.
- Affix felt pads to the bottom of any furniture legs in contact with the floor and be sure to check the pads regularly for embedded grit.
- If castors are used on a piece of furniture, use barrel type castors or grey non-marking rubber castors - avoid plastic castors as they will mark the floor.
- Check high-heeled shoes for wearing on the protective cap. The steel support rod in the heel will dent even concrete. It is preferable if street shoes are not worn on the floors, as dirt, grit, sand can be lodged in the treads and therefore transfers to the floors causing scratching or marking.

To clean your hardwood floors:

- Vacuum the floor regularly. One of the most common causes of scratches in the finish is the presence of surface dirt and grit. Use the soft-brush attachment, and avoid the "beater-brush" type of vacuums, such as uprights, as the motion could mark the finish. A dust mop is also a good way to remove dust and dirt from the floors.
- Immediately wipe up any spills - a slightly damp cloth may be used, followed by a dry cloth.
- Use a proper hardwood floor cleaner on a regular basis - NEVER use cheaper supermarket alternatives such as Murphy's Oil Soap as this type of cleaner will leave an oily film on the floor that actually attracts dirt and could prevent the application of subsequent coats of finish to the floor. The traditional household

remedy of water and vinegar is not recommended as it has been found to prematurely dull the finish.

- Purchase hardwood floor cleaner in a spray bottle. The floor should be lightly sprayed, a small area at a time, then immediately wiped with a clean dry cloth. The process is very similar to cleaning your windows with Windex: mist with cleaner and wipe dry. DO NOT pour cleaner into a bucket and mop the floor as this is totally unnecessary and will expose the wood to an excessive amount of water. Even with the strongest finish, wood is still porous and breathes through the finish.
- Do not wax your floors if they were finished with acrylic or polyurethane finishes as this will prevent bonding of future coats of finish during the renovation process and a complete re-sanding will be required.

Some additional points:

- Maintain stable levels of humidity and ventilation to prevent excessive wood shrinkage during seasonal changes. It is perfectly normal to experience minor gaps between flooring strips during the heating season in most areas of North America. These gaps should contract and disappear during the summer months when humidity levels rise. Gaps that do not close can be cosmetically masked with coloured wood filler to suit your floor, and can be applied as needed. Clients interested in minimizing seasonal gaps and avoiding splitting of veneer in low humidity areas should use humidifiers and maintain humidity between 55% and 65%.

Porcelain Tiles

Regular Maintenance

The inherent technical characteristics of these porcelain tiles ensures that they will be relatively easy to maintain and should provide years of enjoyment. Many general purpose cleaners that are readily available are acceptable for use on our tiles. It is important that the cleaner has a non-oil, non-animal fat, non-soap base. These components can leave behind an invisible residue which can trap dirt. It is also important that the tile receive a thorough rinsing with clean water after the cleaning process has been completed.

The general cleaning steps for porcelain tile can be summarized as follows:

1. Remove all loose debris from the tile by sweeping with a soft bristle broom or vacuuming.
2. Any spills should be wiped up as quickly as possible.
3. Apply the recommended amount and dilution of the appropriate cleaner to the tile. Allow the cleaner to remain on the tile for short period of time (at least 5 minutes).
4. For unpolished tile, scrub with a nylon pad or soft bristle brush. For more heavily soiled floors a floor machine equipped with a nylon pad or bristle brush may be used. For polished tile, wipe or mop with a nonabrasive mop or cloth.
5. Remove the dirty cleaning solution and water with a wet vacuum or mop. Thoroughly rinse the tile with clean water and remove with a wet vacuum, mop, or towel. It is

absolutely essential for all detergent residues to be completely removed from the tile. Any remaining detergent residue can dry on the tile and form a coating which can trap dirt and be very difficult to remove. The tile should be rinsed several times if necessary to remove all detergent residue.

The frequency and timing of any maintenance program is dependent on the specific characteristics of each tile application. Factors such as foot traffic, environmental conditions and product color should be considered when planning your maintenance schedule

Nylon Textured Loop Carpet

This is a continuous loop carpet. Therefore, it is NOT recommended to use your vacuum's power beater attachment, as any loops which get caught in the beater will pull a long string of carpet fibre out with them.

Hardware

In all cases, regular cleaning with a damp cloth is recommended. Don't use abrasive cleansers or other household cleaners.

Taps

Clean with clear water and dry with a soft cloth. Don't use chemical cleaners or abrasive pads. These products may cause de-plating of the finishes.

Faucet Repairs

Noisy or leaking faucets are frequently due to loose or damaged washers. Turning the fixture off with too much force can damage washers. Faucet handles should be turned no further than the point at which they stop the flow of water.

Faucets can generally be easily repaired by either replacing the damaged washer or the faucet cartridge itself. Basic home repair books describe how to repair typical faucets; however, due to the variation in the methods of manufacture, specific instructions may be required. Prior to beginning the repair, the water supply must be shut off at the main shut off valve.

Stainless Steel Sinks

Stainless steel sinks can be cleaned with a mild abrasive such as Vim™. Avoid scouring pads as they'll leave small bits of metal in the sink and will cause rust spots to show. The sink will not rust.

Weather Stripping

Weather stripping on exterior doors and windows will not provide an airtight seal. At the intersection of doors where there is a side weather stripping and a bottom door sweep, there will be a small gap. This cannot be avoided.

Caulking and Sealants

Caulking is used to seal seams and prevent water from entering behind the enclosure. If a separation occurs around a bathtub between the tub and the wall tiles or between the wall and the enclosure itself, it should be filled immediately with a tub sealer or caulking compound available at any home supply centre. Leaving the gap unsealed may cause serious water damage to adjacent materials.

A clear liquid silicone sealer should be applied to the grout joints of tub or shower enclosure that are finished with ceramic tile. This should be done every six months. This sealer is used to prevent the porous grout from allowing water to seep through to the substrate material behind the tile. This sealing cannot be done until the grout has cured for approximately six to eight weeks. Please note this is a liquid product and should not be confused with silicon based caulking product. Follow the manufacturer's recommendations for application.

It is the responsibility of the suite owner to remind the Condominium Corporation to inspect and maintain the outside caulking.

APPLIANCES

All appliances included with your home have been checked to ensure that they are in working order. Operational manuals are provided for your appliances. Read all instruction literature carefully and mail any postcards necessary to record warranties. Follow the appliance operating procedures recommended by the manufacturer. If difficulties arise, please contact local service agents.

Dishwasher (Bosch)

Load properly following manual suggestions. Use only dishwasher detergent in recommended amounts. Do not put any other cleaning compound inside dishwasher, as suds may interfere with dishwashing action. Periodically check object traps and wash arms for blockages. To clean the exterior of the dishwasher, sprinkle some baking soda on a damp sponge or nylon scrubber and rub off any caked-on grime.

Refrigerator (Fisher & Paykel)

Keep your refrigerator and freezer clean to prevent odor build-up. Wipe up any spills immediately and clean both sections at least twice a year. Never use metallic scouring pads, brushes, abrasive cleaners or strong alkaline solutions on any surface. Always unplug the electrical power cord from the wall outlet before cleaning. Do not wash any removable parts in a dishwasher.

4 Burner Gas Cooktop (Bosch)

Abrasive cleaners are hard on the exterior stainless steel finish of the stove and should be avoided. Do not use aluminum foil to line any part of the cooktop.

Use warm water and soap to clean the outside of the range

Before using Self Clean be sure to remove the racks, please refer to the manual for full instructions

In the event of abnormal noise or abnormal overheating of your appliance, immediately stop using the appliance and consult the appliance manual.

Hood Fan/Microwave (LG)

For best results, start the rangehood several minutes before cooking to develop proper airflow. Allow the unit to run for several minutes after cooking to clear all the smoke and odours from the kitchen.

Cleaning: The metal grease filter should be cleaned frequently in hot detergent solution or placed in the dishwasher. Clean exterior surfaces with hot soapy water. Using abrasive and scouring agents can scratch the surface

In-Sink Disposal

Run cold water through it before, during and after emulsification. The water before and after helps flush the lines. Avoid greases as they may build up in the trap in your drain and cause blockage. Fibrous foods such as celery, and artichokes will jam under the pivots and cause them to stick. To help clean the appliance, place 2-4 ice cubes in the disposal, every 1-2 months, and turn it on. If the disposal fails to come on, check to make sure that the thermal protector has not tripped. There is a small reset button located on the side or bottom of the unit – push it in.

Washer/Dryer (Frigidaire)

Clean the washer/dryer exterior with mild soap and water. Never use harsh, gritty or abrasive

cleansers. Remove glue residue from tape or labels with a mixture of warm water and mild detergent. Or, touch residue with the sticky side of the tape or label. Clean the dryer lint screen after every load. Lint build-up in the screen restricts airflow, which causes longer drying times.

The exterior louvers or grilles for the unit dryers must be cleaning annually. In addition, the Condominium Corporation must advise all homeowners of the importance to cleaning the dryer lint traps after every use. Failure to do so may create a fire hazard.

It is the responsibility of the condominium owner to clean the dryer vent on a regular basis.

ALARM SYSTEM (if installed)

Please familiarize yourself with the alarm system operations by reviewing the operational manual. Periodic testing may be recommended.

LANDSCAPING

(This section only applies to the Townhomes, Penthouses)

When installing flowerbeds be careful not to interfere with the drainage system. Ensure that flowerbeds are graded away from the foundation wall and that a minimum clearance of eight inches is maintained between the ground level and the bottom of the exterior wall cladding. Never allow soil or gravel to come in contact with untreated wood materials or the exterior finishes of the building.

Trees and shrubs should be kept clear of the buildings. Deep rooted plants or trees could interfere with the performance of the perimeter drainage system or slab drainage system.

Newly planted trees or shrubs require a shallow depression around their base. The depression should be worked periodically to loosen the soil to allow air and water to penetrate to the root system. Once the plant is established (approximately two years), the depression can be filled in; however, never raise the soil above the level of the base of the trunk as this will kill the tree.



BETTER LIVING. BY DESIGN.

9

Colour Scheme and Trade List
[What's what and who's who]

Finishes and Colour Specifications	9.2
Interior Paint Colours	9.2
Trade List	9.2

Finishes And Colour Specifications

Interior Paint

Calpol General Painting 403.333.0202

Walls Throughout: #55 – 020 Latex Interior Hi Hide Eggshell Finish, colour “Apple Peel” .

Woodwork Trims & Doors: #22 – 010 Interior Alkyd Semi-gloss Enamel

Bathroom Ceiling: #57 – 020 Kitchen & Bath Semi-gloss Finish

Bathroom & Powder Room Walls: #22 – 010 Interior Alkyd Semi-gloss Enamel

Interior Cabinetry

Nordstar 403.471.5177

Cherry Scheme: Portifino Moran

Walnut Scheme: Cherry Sycamore

Porcelain Floor Tile

Porter Tile & Marble 403.258.2258

Cherry Scheme: Crème

Walnut Scheme: Coco

Hardwood Flooring

J.W. Building Consultant LTD. 604.530.8329

Cherry Scheme: Metropolitan- Kentwood Cherry Natural Eng. Elite Satin 4 ¾ ”

Walnut Scheme: Metropolitan- Kentwood Sapele Red Eng. Satin 4 ¾ ”

Carpet Flooring

J.W. Building Consultant LTD. 604.530.8329

Cherry Scheme: Beaulieu “Somali” color 4354 Frosted Beige

Walnut Scheme: Beaulieu “Somali” color 4354 Frosted Beige

Kitchen Countertops

Porter Tile & Marble 403.258.2258

Cherry Scheme: 4350 Lagos Blue

Walnut Scheme: 2200 Desert Limestone

Bathroom Countertops

Porter Tile & Marble 403.258.2258

Cherry Scheme: Custom Color

Walnut Scheme: Custom Color

Window Blinds

Blinds 2000 403.287.8264

Doors and Door Hardware

Gunther’s Building Center 403.245.3311

Faucets

Acri-Tec 604.826.3100

Appliances

Please refer to specific appliance manual.



10 **Warranty Information** *(Who do I call to fix this?)*

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THE FIRST YEAR IN YOUR NEW HOME

Your new home at **NOVA** is complete and ready for your occupancy. However, during the first year, there may be some minor adjustments that need to be taken care of.

Why is maintenance required?

No home is maintenance free. All building components have a design service life. The life of a component is affected by the environmental conditions it exists in, and by installation, operating and maintenance procedures. As a result, all components of a building require regular inspections and scheduled maintenance to maximize their performance and durability, thus maximizing their service life.

Throughout the first year, the building will generally experience some settlement/shrinkage of the building component which normally results in minor cracking in the drywall, ceramic tiles or other cosmetic flaws. Floor squeaks may also occur and doors may rub against their frames. It is a good idea to deal with these items towards the end of the first year of occupancy for the individual unit and the 12-month allowance period for the Common Property to allow for the majority of the settlement to occur.

Construction Inspection

In addition to our own quality control inspections, architects, city inspectors and other consultants have inspected the building throughout the construction process to ensure that all work has been completed with care and according to specifications.

Pre-Occupancy Inspection

You and a representative of **Qualex Landmark Investments Inc.** will have carried out your pre-occupancy home inspection. At this time, any items needing repair would have been identified and listed on the Pre-Occupancy Inspection Form and signed by both parties. These items will be rectified before or shortly after your move-in date.

Should the work not be completed prior to your move-in date, we ask your assistance in granting us access to your suite when the appropriate trades-people are available on site to carry out the work. Some jobs may take longer than others to complete, so your patience is requested. Materials may have to be ordered or the subcontractors may need to schedule a number of jobs at the same time.

One-Year Service Request

Towards the end of the first year of your One-Year Workmanship and Materials Warranty, as set out in your warranty coverage, we request that you document any concerns you may have **in writing** and forward them to **Qualex-Landmark Investments Inc.** Please use one of the Service Request Forms provided at the back of this section. We will review your concerns with you during regular business hours and arrange to have repairs or adjustments made as required under the terms of the Residential Warranty package provided by Alberta New Home Warranty Program.

Emergencies

For a **Building Emergency** or an **In-suite Emergency**, please contact your Property Manager or the Site Manager as noted in Section Three.

Unless service is of an emergency nature, please do not give service requests to Construction Personnel. These requests may go astray, and we will be better able to service your request if all service requests are made **in writing and faxed directly** to **Qualex-Landmark Investments Inc.** at 604-683-6672. You can also go to www.qualexhomes.com to submit a service request. This will enable us to follow-up on your requests in a timely manner.

YOUR ROLE

Your role during the first year is very important. There are six things you should keep in mind to make certain your warranty serves you well.

1. Read all operations manuals that were supplied with your home. It is recommended that you fill out any warranty cards that were provided with the appliances and submit them to the corresponding manufacturers.
2. It is recommended that you do not cover your walls, particularly with vinyl coverings, until the end of the first year. This will enable you to identify problems such as shrinkage cracks in the drywall and allow us to make the necessary repairs. Of course, you should feel free to paint and otherwise decorate your home as you wish.
3. Use and maintain all equipment properly as recommended in the manuals. This is especially true in regard to your de-humidistat, kitchen fans and other moisture control devices within your home. Please refer to Sections 7 and 8 of this manual for more details.
4. Keep informed of the work of your Condominium Board, especially in regard to the warranty on common areas. Remember that the common area warranty starts with the Substantial Completion of the building. Thus, the year-end for the common area warranty is much earlier than the year-end for most of the residential homes.
5. If you wish an item to be covered by your warranty and corrected by **Qualex-Landmark Investments Inc.**, please do not attempt the repairs yourself or contract anyone else to do the work. Please note this does not apply to very minor paint or drywall flaws that are not covered by your warranty. You can correct these at any time.
6. You must comply with all the obligations required of you under the **Alberta New Home Warranty Program**.

CLASSIFICATION OF PROBLEMS

For your own peace of mind and convenience, it's important to report problems at the appropriate time. Some items should be considered emergencies and dealt with immediately. Others may need prompt attention but can wait until normal working hours. Last are those items to be noted for the One-year Inspection. Below are examples of each type of problem and the appropriate response.

Building Emergencies

Call: Your Property Manager, Evelyn Thompson of **Rancho Realty (1975) Ltd.** or the Site Manager.

A building emergency is a problem that will affect the well being of your fellow neighbours and requires immediate skilled attention to the building. Examples might include:

Any smell of GAS in the corridors or parking garage;
Water leaking from a source that cannot be identified and contained;
Any ELECTRICAL problem that affects a major building system or presents a hazard;
NO HEAT during the winter months;
FALSE ALARMS; or
Problems with ENTRANCE SYSTEMS (i.e. front or garage doors that are not functioning).

Items Needing Attention

To request **warranty** work, please use the form provided at the end of this section and fax your written service request directly to **Quallex-Landmark Investments Inc.** at 604-683-6672.

Items coming under this category are those that pose a safety hazard or which, left unattended until the one-year inspection will do greater harm to the building. In our experience, these items are rare, but might include such things as:

Loose railings and other safety concerns;
Malfunctioning plumbing;
Electrical problems, including inadequate heat or environmental control;
Water seepage visible as damp areas on surfaces such as exterior walls;
Window seal failure (the space inside the sealed glass becomes foggy);
Window cracks not due to accidents;
Exterior or entry doors and windows that no longer fit or function properly; or
Cracked or broken tiles in the shower, not due to accidents.

Items For Your One-Year Inspection

Over the course of the first year of any new building, a certain amount of change and movement is expected. There may be some shrinkage due to building shrinkage or components adjusting and responding to their new environment. As well, there may be other items that you may notice, but don't constitute a hazard or in any way interfere with the enjoyment of your home.

For the purpose of recording these items, **Qualex-Landmark Investments Inc.** is providing Service Request Forms for your convenience. Using this form, you can note each item for review, giving appropriate details and date. Please fax these forms to **Qualex-Landmark Investments Inc.** (fax: 604-683-6672). Having a written record is important.

Please understand that, at the end of the first year, all of the little flaws and imperfections may not be corrected. Your new home has been built to meet or exceed the standards of quality in materials and workmanship set out by the Building Code and the **Alberta New Home Warranty Program**. In addition, **Qualex-Landmark Investments Inc.** takes great pride in the quality of its product and the satisfaction of its homeowners.

If you are not in agreement with the corrective action to be taken or the standards of workmanship, the **Alberta New Home Warranty Program** provides a free conciliation service. Further information about this service and the responsibilities of each party is available from the **Alberta New Home Warranty Program**.

Please refer to the information from **Alberta New Home Warranty Program** at the end of this section for more information. Once you have taken possession of your home, **Alberta New Home Warranty Program** will send you more detailed information about your warranty.



CONDOMINIUM WARRANTY CERTIFICATE

General Warning: Please read this Certificate carefully. It contains limits, exclusions and notice requirements. The protections available under this Warranty Certificate are time limited. (These Protections are not governed by the Act. This is the Condominium Warranty Certificate only.)

1. DEFINITIONS

In this Warranty:

- (a) "Act" is the *Condominium Property Act* c.C-22 R.S.A. 1980 as amended and its Regulations;
- (b) "Arbitration" means a binding Arbitration in accordance with the rules and procedures adopted by the Program;
- (c) "Builder" is the Builder named on your Certificate of Possession;
- (d) "Certificate of Possession" is the Program's form of Certificate of Possession for the Home provided to the Homeowner by the Builder on or about the actual Date of Possession of the Home by the Homeowner;
- (e) "Combined Coverage" is collectively the Deposit Protection Receipt, the Condominium Warranty Certificate and the Condominium Common Property Warranty Certificate provided by the Program;
- (f) "Common Property" subject to the exclusions described below, is as defined in section 11(1)(a) of the Act and includes "related Common Property" as defined in section 11(2) of the Act;
- (g) "Conciliation" means an inspection and a written report issued by the Program that provides a binding decision regarding warranty issues in dispute with respect to Defects and Structural Defects in the Home as provided in this Warranty Certificate. A Conciliation includes, in the case of a Structural Defect, a written Structural Integrity Protection report;
- (h) "Condominium Corporation" is the registered corporation for the Condominium pursuant to the Act;
- (i) "Condominium" is collectively all of the residential units and the Common Property included in the registered Condominium Plan shown on the Certificate of Possession or as registered at the North or South Alberta Land Titles Office;
- (j) "Date of Possession" is the earlier of the date the Purchaser occupies the Home or the Date of Possession described in the Certificate of Possession. The Purchaser shall sign a Certificate of Possession prior to taking possession of the Home. In the event that a Certificate of Possession is not signed or provided to the Program, the Program shall, in its sole discretion, determine the Date of Possession and such date shall be binding upon the Builder and the Purchaser;
- (k) "Defects" are workmanship and material which are not in compliance with the Program's Workmanship and Material Guidelines or were noted on the Certificate of Possession and have not been resolved or are not in compliance with the Alberta Building Code in effect as at the date the building permit was issued for the Condominium or any condition which renders the Home not fit for use as determined by the Program in its sole discretion. Non-compliance with the Alberta Building Code is considered a defect covered by this Warranty only if the non-compliance constitutes an unreasonable health or safety risk, or has resulted in, or is likely to result in, material damage to the Home;
- (l) "Equipment" is all of the mechanical and electrical systems or Equipment installed in the Home or Condominium and without restricting the generality of the foregoing, includes any mechanical, electrical, communication, security, elevator, heating, ventilating, irrigation or appliance systems and components;
- (m) "Home" is the individual Condominium residential unit constructed by the Builder at the address recorded on this Warranty Certificate and described in the Certificate of Possession;
- (n) "Homeowner" is the registered legal owner of the Home;
- (o) "Load Bearing Part" is the support system of the Home and the Condominium capable of transmitting live and dead loads to the supporting ground as determined by the Program from the plans and specifications of the Condominium, and includes only the footings, piles, foundation walls, grade beams, teleposts, load bearing walls, beams, floor systems and roof trusses;
- (p) "Program" means The Alberta New Home Warranty Program;
- (q) "Structural Defect" is a Defect in material or workmanship that results in damage due to the failure of a Load Bearing Part to provide stable and adequate support in the Home or is not in compliance with the Alberta Building Code in effect as at the date the building permit was issued for the Condominium or the Home as the case may be. Excluded are driveways, decks, basement and garage floors, patios, sidewalks, retaining walls, and all other concrete work which is not a Load Bearing Part. Non-compliance with the Alberta Building Code is considered a defect covered by this Warranty only if the non-compliance constitutes an unreasonable health or safety risk, or has resulted in, or is likely to result in, material damage to the Home.

2. BUILDER WARRANTY

- (a) The Builder warrants that the Home was built to the construction standards of the Alberta Building Code in effect at the date the building permit was issued for the Condominium, or the Home as the case may be.
- (b) The Builder agrees to repair or replace Defects or Structural Defects in the Home where written notice has been given to the Builder in accordance with paragraphs 4(a) and 4(b) below.
- (c) The Builder shall assign to the Homeowner any limited warranty provided to it by a manufacturer or supplier. The scope of the Builder's obligation to the Homeowner under a manufacturer's or supplier's material warranty shall be limited to the terms and conditions contained therein.
- (d) The following are Not Defects or Structural Defects:
 - (i) Any workmanship, design or material, provided or contracted directly by the Homeowner or the Condominium Corporation with a supplier, manufacturer or tradesperson;

- (ii) Damage arising from improper or inadequate maintenance by the Homeowner or the Condominium Corporation including damage caused by, or resulting from, failure to maintain proper grading of the ground, failure to make necessary telepost adjustments, water leakage or drainage, inadequate water/moisture seals, or the failure of the Homeowner or the Condominium Corporation to repair and maintain the Home or the Common Property or mitigate any damage thereto;
- (iii) Damage caused by alterations or work done by the Homeowner or the Condominium Corporation or their respective employees, agents or sub-contractors;
- (iv) Defects that were apparent and were accepted by the Homeowner or the Condominium Corporation at the Date of Possession;
- (v) Normal cracks in plaster, drywall, paint, masonry, stucco, parging, ceramic tiles, grout and other cementitious material and concrete;
- (vi) Normal shrinking and warping of material caused by drying after construction;
- (vii) Normal soil movement or subsidence along utility lines or backfill consolidation of compaction around the Home or the Condominium;
- (viii) Damage other than Structural Defects caused by soil movement or subsidence;
- (ix) Damage arising from wear and tear, age or weathering;
- (x) Damage arising from dampness, condensation or fungal or bacterial contamination;
- (xi) Accidental loss or damage caused by a third party or from acts of nature such as, but not limited to: fire, explosion, smoke, water escape, changes which are not reasonably foreseeable in the level of the underground water table, glass breakage, windstorm, hail, lightning, falling trees, aircraft, vehicles, flood and earthquake;
- (xii) A Defect in any workmanship or material specifically agreed between the Homeowner or the Condominium Corporation and the Builder is excluded from this limited warranty;
- (xiii) Any damage to the extent that it is caused or made worse by the Homeowner, the Condominium Corporation or a third party, including:
 - Failure of anyone other than the Builder or its employees, agents, or sub-contractors to comply with the warranty requirement of manufacturers of the Equipment or fixtures;
 - Alterations to the Home, the Condominium or the Equipment by anyone other than the Builder or its employees, agents or sub-contractors; or
 - Changes or failing to maintain the grading of the ground of the Home or the Condominium;
- (xiv) Matters directly or indirectly arising from or related to environmentally harmful substances or hazards, deleterious substances or toxic conditions or materials on, in or about the Home or Condominium, regardless of the party responsible;
- (xv) Any loss or damage which arises while the Home is being used primarily or substantially for non-residential purposes;
- (xvi) Damage arising to the Home, the Condominium or the Equipment from the failure of the Homeowner or the Condominium Corporation to take timely action to prevent or minimize loss or damage, including failure to give prompt notice to the Builder of a discovered loss or potential loss;
- (xvii) Any damage caused by insects, rodents or other animals except where such damage results from a Building Code Defect;
- (xviii) Bodily injury, emotional anguish, inconvenience, damage to personal property, economic loss or damage to real property which is not part of the Home or the Condominium;
- (xix) Diminution in the value of the Home, the Condominium or the Equipment.

3. STANDARD PROGRAM WARRANTY

- (a) The Program shall be responsible to carry out the first year of the Builder Warranty, as defined in this Warranty Certificate and subject to the procedures described herein, if the Builder does not perform in a reasonable and timely manner in accordance with the policies and procedures of the Program.
- (b) For the four (4) year period following the Builder Warranty the Program shall repair any Structural Defect where a Load Bearing Part fails to provide stable and adequate support for the Home including any consequential damages caused to the Home arising directly from the Structural Defect.
- (c) Decisions of the Program by Conciliation or otherwise regarding the investigation, method of repair or correction of Defects or Structural Defects and the retaining and payment of any third parties, consultants and repair contractors, shall be in the sole discretion of the Program and shall be final and binding on the Homeowner, Condominium Corporation and the Builder.
- (d) If the Home cannot be occupied during the warranty period because of a Defect or Structural Defect, the Program will reimburse the Homeowner any increase in living and moving or storage expenses preapproved by the Program in accordance with a schedule adopted by the Program. The limit of these expenses shall be THREE THOUSAND (\$3,000.00) DOLLARS.
- (e) This Condominium Warranty Certificate shall be strictly limited to the repair or replacement of Defects or Structural Defects. The Program shall have no liability other than to repair or replace Defects or Structural Defects and for which there is no monetary alternative, but the Program may determine the reasonable costs associated with the repair or replacement of Defects or Structural Defects and in its sole discretion the Program has the option to choose the alternative of paying monetary compensation to the Homeowner rather than repairing or replacing Defects or Structural Defects. Any such payment by the Program shall be deducted from the limit of liability of the Program referred to in paragraph 5(f) below and the Program and the Builder shall have no further liability for the Defect or Structural Defect or any consequential damages arising therefrom for which compensation has been paid. The Program shall not be liable in any way, directly or indirectly, for any damage, loss or expense, emotional anguish, inconvenience, diminution in the value of property, economic loss, physical injury or damage to a person, or persons or to any personal property, or other property not covered by this Condominium Warranty Certificate. Any repairs or investigations undertaken, or costs incurred, by the Homeowner shall be at the sole expense of the Homeowner and not subject to reimbursement by the Program.

4. HOMEOWNER OBLIGATIONS

- (a) The Homeowner shall:
- (i) Immediately and within one (1) year from the Date of Possession, provide written notice to the Builder giving full details of any Defect and not later than sixty (60) days after the end of that year give to the Program, in the Program's form, written notice of any Defect which has not been repaired or replaced by the Builder and make a written request for assistance of the Program for Conciliation of the Defect;
 - (ii) Immediately and within five (5) years after the Date of Possession, provide a written request for assistance in the Program's form, to the Program, giving full details of any Structural Defect for Conciliation of the Structural Defect;
 - (iii) In cases of a dispute with the Builder, before using any other remedy, provide written notice to the Program for Conciliation of the dispute, the decision of which shall be binding upon both the Builder and the Homeowner unless changed by Arbitration;
 - (iv) Not undertake any unilateral action or remedy without the prior written consent of the Program. The cost of such action and any consequent liabilities arising therefrom, will be for the sole account of the Homeowner. Further, unilateral actions or remedies undertaken by the Homeowner without the Program's consent will be excluded from this warranty and may result in this warranty being voided entirely;
 - (v) Allow timely, free and full access to the Home Monday through Friday, excluding statutory holidays, from 8:00 am to 5:00 pm to the Builder or the Program and their authorized employees, agents and sub-contractors for the purpose of monitoring complaints or claims, inspecting for required maintenance, investigating warranty or claims issues, monitoring warranty or claim issues, conducting further inspections as required, or to repair or replace Defects or Structural Defects; and
 - (vi) Have paid the full purchase price for the Home including all adjustments and extras to the Builder, any holdbacks for Defects, deficiencies, seasonal deficiencies, or Builders' liens being held in trust with the solicitor for the Builder or paid into the Court of Queen's Bench of Alberta.
- (b) The Homeowner:
- (i) Agrees that the Program upon making any payment or assuming liability under this Condominium Warranty Certificate protection coverage, is subrogated to all rights of recovery of the Homeowner against any person, corporation or other entity who may have caused or contributed to the occurrence of any liability under this coverage protection. The Program may bring action, at the Program's expense, in the name of the Homeowner or the Program to enforce such rights. The Homeowner shall fully support and assist the Program in the pursuit of its subrogated rights; and
 - (ii) Acknowledges that any notice required to be given to the Program must in fact be given to the Program in the Program's form of written notice and within the time limits. Any notice given to the Builder is not effective notice to the Program.

5. LIMITS AND EXCLUSIONS

- (a) The only Warranty given by the Builder or the Program, which is binding on the Program, is contained in this Condominium Warranty Certificate.
- (b) When a Structural Defect is not causing damage to the Home, the Program may delay repairs until damage does occur.
- (c) A Structural Defect caused by improper maintenance of, or an alteration to, the Home, the Condominium or Equipment by the Homeowner or the Condominium Corporation is not included in this Warranty.
- (d) No claim shall be made under this Condominium Warranty Certificate where the Program has made a refund to the Homeowner under its Deposit Protection Receipt.
- (e) This Condominium Warranty Certificate shall be strictly limited to the repair or replacement of Defects or Structural Defects. The Program shall have no liability other than to repair or replace Defects or Structural Defects and for which there is no monetary alternative. The Program shall not be liable in any way, directly or indirectly, for any damage, loss, or expense, emotional anguish, inconvenience, diminution in the value of property, economic loss, physical injury or damage to a person, or persons or to any personal property, or other property not covered by this Condominium Warranty Certificate. Any repairs or investigations undertaken, or costs incurred, by the Homeowner or the Condominium Corporation shall be at the sole expense of the Homeowner and the Condominium Corporation and not subject to reimbursement by the Program.
- (f) The limit of liability of the Program for the costs of any and all repairs and third party investigation and consulting engineers under this Condominium Warranty Certificate, including the first year Builder's Warranty and the Standard Structural Warranty is Sixty Thousand (\$60,000.00) Dollars.
- (g) The Home and the Condominium have been enrolled by the Program for Condominium Warranty coverage subject to the terms, conditions, exclusions and limits of this Condominium Warranty Certificate.
- (h) The Program reserves the right, in its sole discretion, to determine what amount of the Sixty Thousand (\$60,000.00) Dollars Condominium Warranty Certificate coverage shall be applied between the Home, other Homes in the Condominium and the Common Property, if applicable.
- (i) The AGGREGATE LIMIT of all liability of the Program for ALL warranty coverage for the Home, the Homeowner, other Homes and Homeowners, the Condominium and the Common Property under the Combined Coverage, or any other warranty coverage whatsoever (collectively called the "Combined Coverage") is the LESSER OF:
 - (i) Sixty Thousand (\$60,000.00) Dollars multiplied by the number of Homes in the Condominium which have been enrolled for warranty coverage by the Program; Minus any amount arising from claims under the Program's Deposit Protection Receipt; OR
 - (ii) One Million Five Hundred Thousand (\$1,500,000.00) Dollars; Minus any amounts arising from claims under the Program's Deposit Protection Receipt.

To the extent that the AGGREGATE LIMIT of the Combined Coverage may be exceeded by claims, the Program reserves the right, in its sole discretion, to apply warranty coverage protection against claims up to but not exceeding the AGGREGATE LIMIT on the basis of as and when claims are made which will reduce the amount of future Combined Coverage available, if any.

- (j) The Program's Warranty with respect to Defects or Structural Defects to the Common Property pertains only to the residential buildings. The Program Warranty expressly excludes the following: driveways, decks, parkade and garage floors, patios, sidewalks, retaining walls whether attached or not, landscaping, roadways, curbs, underground services, recreational facilities and equipment, mechanical systems and/or equipment, security system, irrigation system, fences and gates, garbage or mailbox enclosures, and all elements not integral to the use and occupation of the Home.

6. TERMINATION OF WARRANTY

- (a) This Condominium Warranty Certificate shall terminate automatically if:
- (i) The Homeowner or the Condominium Corporation does not maintain the Home or the Condominium in a reasonable and prudent manner;
 - (ii) The Home is not used for residential purposes by the Homeowner, unless the Homeowner obtains the written consent of the Program which consent shall be in the sole discretion of the Program;
 - (iii) The Homeowner fails to comply with the Homeowner Obligations in paragraph 4 above;
 - (iv) The Homeowner or the Condominium Corporation undertakes any unilateral action or remedy without the prior written consent of the Program, the cost of such action and any consequent liabilities arising therefrom, will be for the sole account of the Homeowner or the Condominium Corporation and unilateral actions or remedies undertaken by the Homeowner or the Condominium Corporation will be excluded from this Condominium Warranty Certificate and will result in the Program's Condominium Warranty Certificate being cancelled entirely.
- (b) In any event, unless the Homeowner has met the written notice requirements and obligations to both the Builder and the Program in paragraph 4 above, then the warranty obligations and liability of the Program to the Homeowner under this Condominium Warranty Certificate shall be absolutely terminated:
- (i) Sixty (60) days after the end of one (1) year from the Date of Possession with respect to the first year warranty in paragraph 3(a) above;
 - (ii) Five (5) years from the Date of Possession with respect to the structural warranty in paragraph 3(b) above.

7. TRANSFER OF WARRANTY

If the legal title to the Home is transferred before the termination of this Condominium Warranty Certificate, then:

- (a) All of the applicable unused benefits under this Condominium Warranty Certificate shall be automatically transferred to any subsequent Homeowner. But whether disclosed or not, prior actions or obligations of the Homeowner shall be binding upon any subsequent Homeowner and, in particular, any previous acts, omissions, defaults, or agreements of any kind made by the Homeowner with the Builder or the Program shall be binding upon any subsequent Homeowner;
- (b) Each Homeowner shall promptly deliver this Condominium Warranty Certificate to any subsequent Homeowner and shall advise any subsequent Homeowner of any matter that may affect or limit the coverage contained in this Condominium Warranty Certificate;
- (c) All of the Homeowner Obligations contained in this Condominium Warranty Certificate shall be binding on any subsequent Homeowner.

8. CONCILIATION PROCEDURE

- (a) If there is a dispute between the Builder and the Homeowner with respect to the Builder Warranty or any additional warranty provided by the Builder, then either the Builder or the Homeowner must provide the Program with the Program's form of written notice requesting Conciliation of the dispute.
- (b) With respect to Defects, the Program's form of written notice together with the non-refundable fee [refer 8(d)(iv)] must be received by the Program not later than sixty (60) days after the end of one (1) year from the Date of Possession.
- (c) With respect to a Structural Defect, the Program's form of written notice together with the non-refundable fee [refer 8(d)(iv)] must be received by the Program not later than five (5) years from the Date of Possession.
- (d) The Builder and the Homeowner must comply with the Program's Conciliation procedures. Upon receiving the Program's form of written request for Conciliation, the Program will apprise the Homeowner and the Builder of the Program's Conciliation procedures which include, but are not limited to, the following conditions:
 - (i) The inspection and Conciliation procedures of the Program are mandatory before the Program will do any repair work;
 - (ii) No Conciliation will be commenced until the full purchase price for the Home has been paid in accordance with paragraph 4(a)(vi) above;
 - (iii) The Homeowner must allow reasonable access to the Home Monday through Friday, excluding statutory holidays, from 8:00 am to 5:00 pm to the Builder or the Program and their authorized employees, agents and sub-contractors for the purpose of inspection or repair;
 - (iv) A non-refundable fee specified by the Program must accompany submission of the Program's form of written request for Conciliation;
 - (v) The Program will provide a written Conciliation report to the Builder and the Homeowner;
 - (vi) A Conciliation decision shall be final and binding;
 - (vii) If repairs are necessary, the Program may conduct inspections of the Home until the work has been completed to the Program's satisfaction;

- (viii) It is an absolute requirement (condition precedent) that prior to the Program commencing any remedial work or repairs, that any outstanding monies due and owing to the Builder including holdbacks for Defects, deficiencies or otherwise as described in 4(g) above must be unconditionally forwarded to the Program and disbursed in accordance with the written decision of the Program unless the Builder or Homeowner proceeds to Arbitration, in which case the monies shall be disbursed in accordance with the Arbitration proceedings.

9. ARBITRATION

- (a) If any issue, with respect to anything in this Condominium Warranty Certificate or contained in a Conciliation report, is disputed, it shall be settled by Arbitration by a single arbitrator in accordance with the Arbitration rules and procedures adopted by the Program. It is expressly agreed that the Arbitration shall be final and binding on all parties.
- (b) Payment of the costs of the Arbitration including: the arbitrator's fees and expenses; the Arbitration application fee; and the law firm administration fee, shall be the responsibility of the parties to the Arbitration but a final award of costs shall be in the discretion of the arbitrator.
- (c) The Homeowner, Builder or the Program may initiate an Arbitration. The application to arbitrate must be commenced by completing an Application to Arbitrate in the form approved by the Program and submitting the Application to Arbitrate and a non-refundable application fee to a law firm designated by the Program not later than thirty (30) days from the date of the Program's Conciliation report.

10. NOTICE

Any notice required to be given must be given in writing and mailed or delivered at the addresses indicated in the Certificate of Possession for the Homeowner and the Builder. The Program's address is:

The Alberta New Home Warranty Program
Calgary
233 Mayland Place, NE
Calgary, Alberta T2E 7Z8
Edmonton
#204, 10464 Mayfield Road N.W.
Edmonton, Alberta T5P 4P4

Any notice delivered by mail shall be deemed to have been received five (5) days after it has been posted in a prepaid addressed envelope.



BETTER LIVING. BY DESIGN.

Service Request Form

Go to: www.qualexhomes.com/service or fax this form to: 604-683-6672 (fax)

Name _____ Suite _____ Date _____

Please note: Tradespeople will require access to your home to undertake the necessary repairs.

- We hereby grant the Contractor access to our suite during normal daytime working hours, through the Site Manager, to complete the following items. **(SEE NOTE)**
- We hereby grant the Contractor access to our suite at normal daytime working hours, **with 24 hours notice** through the Site Manager, to complete the following items. **(SEE NOTE)**
- I, the Suite Owner,** will provide the Contractor access to our suite at normal daytime working hours, 24 hours notice, to complete the following items.

By checking one of the above boxes, we will be able to process your request faster. Should access not be granted to the contractor, your repairs will be undertaken at the end of the one year warranty period.

Purchaser Signature _____

Home # _____ Cell # _____ Bus # _____

PLEASE PRINT CLEARLY:

Location (i.e. room)	DESCRIPTION OF ITEM REQUIRING SERVICE	Was Item noted on Pre or Occupancy Inspection?

NOTE: Suite Owner is responsible for providing Site Manager with suite keys. Owner acknowledges that Site Manager will NOT supervise tradespeople. Site Manager will lock the suite door upon being notified that tradespeople have left.

cc: Contractor