

II. THE OWNERS

3. DUTIES OF THE OWNERS

An Owner SHALL:

- (a) subject always to the Act, permit the Corporation and its agents, at all reasonable times on a minimum of twenty-four (24) hours' written notice (except in case of an Emergency Situation when no notice is required), to enter the Unit for the purpose of:
 - (i) inspecting the Unit and maintaining, repairing or renewing party walls and all pipes, wires, cables, ducts, conduits, plumbing, sewers and other facilities for the furnishing of utilities for the time being existing in the Unit and used or capable of being used in connection with the enjoyment of any other Unit or Common Property;
 - (ii) maintaining, repairing or renewing the Common Property;
 - (iii) ensuring that the Bylaws are being observed;
 - (iv) doing any work for the benefit of the Corporation generally; and
 - (v) gaining access to meters monitoring the use of any utility.

In the event the Corporation must gain access for the aforesaid purposes by using a locksmith, the cost of such locksmith shall be borne by the Owner;

- (b) forthwith:
 - (i) carry out all work that may be ordered by the Municipality or public authority in respect of the Unit; and
 - (ii) pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Unit;
- (c) duly and properly repair, maintain and replace (when required) at the expense of the Owner and subject to the prior written approval of the Corporation as to the type and specifications for any window or door hardware, window screens, screen doors or air conditioning equipment):
 - (i) all appliances and fixtures, the interior of the Unit and all improvements and additions thereto including the concrete basement floor and any garage floor;
 - (ii) with regard to windows and doors:
 - A) all windows located on the interior walls of a Unit, all window screens, all window hardware (including all cranks, hinges and latches), and any adjustments thereto. The Owner shall wash, as required, the exterior surface of all accessible windows located on the exterior walls of a Unit;

- B) all doors located on the interior walls of a Unit, any screen doors, all door hardware (including all door hinges, doorknobs, locking devices and security viewers and garage door tracks, rollers, openers and remotes), and any adjustments thereto. An Owner shall paint the interior surface of Unit access doors and wash, as required, all sliding glass doors;
- C) interior window and door trim including painting of the same, and interior weather seals, caulking and weatherstripping; and
- D) clean and wash, as required, the interior and accessible exterior surfaces of all windows and sliding glass doors;

No Owner shall alter any window or door hardware or locking mechanism on the exterior of the Unit without the prior written consent of the Board as to style, quality and colour;

- (iii) exterior light fixtures (and their bulbs) that are affixed to the Unit (excepting any common lights which are the responsibility of the Corporation);
 - (iv) doorbell buttons;
 - (v) any sheds or air conditioning equipment installed by or at the request of an Owner after obtaining written approval of the Board;
 - (vi) all thermostats in the Unit including the dryer vent;
 - (vii) all electrical, electronic and mechanical devices which are mounted or located on the interior or exterior of the Unit for the Owner's own use entirely including, but not limited to, components of intercommunication systems and security systems; and
 - (viii) the patio and any plants thereon, as well as any flower beds or landscaping features at the front, side or rear of and adjacent to the Unit, all of which are located on or which comprise any part of the Common Property to which the Owner has been granted exclusive use pursuant to Bylaw 5 or Bylaw 58 and if the Owner shall not maintain such Privacy Area to a standard similar to that of the remaining Common Property, the Corporation may give ten (10) days' notice to the Owner to this effect and if such notice has not been complied with at the end of that period, then the Corporation may carry out such work and the provisions of Bylaw 58 shall apply;
- (d) keep his Unit in a state of good repair, EXCLUDING:
- (i) the painting of the exterior surface or finishing of any access doors;
 - (ii) all other outer boundaries, walls and other outside surfaces and roofs and eavestroughs;
 - (iii) all other outside hardware and accoutrements (except as noted herein) affecting the appearance, usability, value or safety of the Unit; and