## CRÈME FLATS CONDOMINIUM

## OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 1008

## **Maintenance and Repair Obligation Chart**

Subject to the right of termination, and except as provided in the Declaration, or where the cost of repair is covered by insurance arranged by the Corporation, each owner shall maintain his or her unit and shall repair his or her unit, subject to the provisions of the Declaration, each owner shall be responsible for damage to any other unit or to the common elements which is caused by the failure of the owner to so maintain or repair his or her unit.

Each owner is responsible for keeping his or her exclusive use common element area clean and free from debris or refuse.

Except as provided in the Declaration or Description (and as reproduced in this chart), the Corporation shall maintain and repair the common elements. Where there are inconsistencies between this chart and the Declaration or Description, the Declaration and Description shall govern.

Section of Declaration	Component	Unit (U) or Common Element (CE)	Maintenance (M) and/or Repair (R)	Responsibility: Unit Owner (O) or Condominium Corporation (CC)
5.03	Window and entrance doors	CE	MR	CC
5.03(a)	Interior surface of doors	U	MR	0
5.03(a)	Interior surface of windows	U	MR	0
5.03(a)	Interior surface of door frames	U	MR	0
5.03(a)	Interior surface of window frames	U	MR	0
5.03(b)	Window screens	U	MR	0
5.03(c)	Window hardware, Maintenance and repair of limiters that restrict the opening of windows shall be undertaken promptly by owners as	U CE	MR	0

Section of Declaration	Component	Unit (U) or Common Element (CE)	Maintenance (M) and/or Repair (R)	Responsibility: Unit Owner (O) or Condominium Corporation (CC)
	the limiter is an integral safety feature of the windows			
5.03(d)	Gas appliances venting and related apparatus	U CE	MR	0
5.03(e)	Common element additions, alterations or improvements undertaken pursuant to Article 4.04 of the Declaration	CE	MR	0
5.03(f)	Additions, alterations or improvements undertaken pursuant to Section 98 of the Act, the Declaration or By-laws	CE	MR	0
5.05	Parking unit and storage locker	U	M (clean and free from debris and refuse)	0
5.05	Parking unit and storage locker	U	MR (including traffic topping, asphalt and curbs, whether or not such elements fall within the boundary of the unit)	CC
5.06	Heating systems and all related components	U	MR	0
5.06	Cooling systems and all related components	U CE	М	0
5.06	Cooling systems and all related components	U CE	R	CC
5.06	Tankless hot water heater	U (rental)	MR	0
5.07	Garbage and recycling containers	CE	MR	CC

Section of Declaration	Component	Unit (U) or Common Element (CE)	Maintenance (M) and/or Repair (R)	Responsibility: Unit Owner (O) or Condominium Corporation (CC)
5.08	Current and future fencing and entrance features located on, or along the exterior perimeter of Condominium Lands	CE	MR	CC
5.09	Unit entry systems and life safety systems for the building, including any components located with a unit	U CE	MR	СС
5.10	Power distribution equipment and transformers, with equipment	CE	MR	СС
5.11	All pipes, wires, cables conduits, ducts, shafts, flues or utility lines used for power, telephone, cablevision, gas, water, heating or drainage which are within a unit, and which provide service to any other unit or the common elements	U	MR	CC

Pursuant to Article 5.12 of the Declaration, the Corporation may undertake any maintenance or repair that an owner is obligated to make and that such owner does not make within a reasonable time and, in such an event, an owner shall be deemed to have consented to having repairs or maintenance completed by the Corporation and such owner shall reimburse the Corporation in full for the cost of such repairs or maintenance, including any legal cost as between solicitor and client and any collection costs incurred by the Corporation in order to collect the cost of such repairs or maintenance, and all sums of money shall bear interest at the prime rate of interest charged from time to time by the financial institution that holds the Corporation's operating account plus 3% per annum. The Corporation may collect all such sums of money in such installments as the Board may decide upon, which installments shall be added to the monthly contributions towards the common expenses of such owner, after receipt of notice from the Corporation thereof. All such payments are deemed to be additional contributions towards the common expenses of the particular unit and recoverable as such.