

DIANE ESTATES CONDOMINIUM ASSOCIATION, INC.
MAINTENANCE STANDARDS

**SECTION 1 – HOT WATER HEATERS
MAINTENANCE, REPAIR AND REPLACEMENT**

Section 1.1. – Unit Owner Responsibility for Maintenance, Repair and Replacement of Hot Water Heaters: Each Unit Owner shall be responsible for maintenance, repair and replacement of the hot water heater that services their Unit.

Section 1.2. – Mandatory Replacement of Hot Water Heaters: Each Unit Owner shall replace the hot water heater that services their Unit not later than the recommended or rated life use of the hot water heater.

Section 1.3 – Automatic Shutoff. Each Unit Owner shall install an automatic shutoff valve on any new hot water heater installed in his or her Unit.

SECTION 2 – CLOTHES WASHER CONNECTIONS AND DISHWASHER CONNECTIONS; MAINTENANCE REPAIR AND REPLACEMENT

Unit Owner responsibility for maintenance, repair and replacement of clothes washer and dishwasher connections: Each Unit Owner shall be responsible for maintenance, repair and replacement of clothes washers and dishwashers connections. Washing machine hoses must be steel braided and turned off when the Unit is vacant.

SECTION 3 – UNIT OWNER RESPONSIBILITY TO MAINTAIN HEAT IN UNIT DURING WINTER

Each Unit Owner shall during the winter months (December 1 through April 30) be responsible to maintain heat of not less than 58 degrees Fahrenheit in all living areas contained within the boundaries of the Unit.

SECTION 4 – TOILETS AND PLUMBING FIXTURES; MAINTENANCE REPAIR AND REPLACEMENT; EVIDENCE OF RUNNING WATER AND/OR MOLD

Section 4.1. No running water spigots may be left unattended or allowed to cause overflow. Outdoor water spigots shall be winterized to prevent freezing. All leaky pipes, valves and running toilets must be promptly repaired. Each Unit Owner shall be responsible for maintenance, repair and replacement of plumbing fixtures within their Unit in order to prevent water damage in their Unit and any

other Unit. Each Unit Owner shall be responsible to prevent running toilets or other water fixtures in order to avoid excessive water usage costs to the Association.

Section 4.2. – Reporting of Leaks and Mold Conditions. Each Unit Owner acknowledges that serious damage to the common interest community is likely to occur where a leak or other condition of escaping water is identified by the Unit Owner but is not reported to the Association on a timely basis. Accordingly, each Unit Owner shall owe a duty to the Association and the other Unit Owners in the common interest community to report to the Association any leak or other condition resulting in escaped water immediately after identifying any such leak or condition or as quickly thereafter as is reasonably possible. Each Unit Owner shall be responsible to report evidence of mold or conditions that could lead to mold immediately to the Association.

SECTION 5 – LICENSED AND INSURED CONTRACTORS

Any maintenance, repair and replacement activity authorized by the Unit Owner, whether performed in connection with one of the maintenance, repair and replacement standards contained herein or for any maintenance, repair and replacement activity not covered by these standards which relates to the Unit or any Limited Common Element to be maintained, repaired and replaced by the Unit Owner, shall be performed by a contractor which is licensed and insured to at least the minimum standards required by the State of Connecticut and the municipality in which the Unit is located. Upon request made by the Association, the Unit Owner shall provide the Association with documentation satisfactory to the Association with regard to the licensing and insurance maintained by any contractor which performs work on the Unit.

SECTION 6 – SMOKE ALARMS

Each Unit Owner shall be responsible to install and on an annual basis shall be responsible for an inspection of any smoke alarms which serve only his or her Unit. Where batteries are utilized in smoke alarms, batteries shall be replaced by the Unit Owner at least annually.

SECTION 7 – ELECTRICAL CIRCUITS AND OUTLETS

Total electrical usage both in the aggregate and per circuit in any Unit shall not exceed the capacity of the circuits which serve the Unit as labeled on or in the circuit breaker boxes. No single electrical device or assemblage of electrical devices creating electrical overloading of standard circuits may be used.

SECTION 8 – GENERAL STANDARD OF CARE

Each Unit Owner acknowledges that the Association's property insurance costs are positively impacted by the diligent maintenance, repair and replacement of the Units, the fixtures and improvements located within the boundaries of the Units and the Limited Common Elements which the Unit Owners are required to maintain] repair and replace. Each Unit Owner shall be under a duty to use reasonable care to maintain, repair and replace his or her Unit, the fixtures and improvements located within the boundaries of the Unit and the Limited Common Elements which the Unit Owner is required to maintain, repair and replace. It is expected that the Unit Owner will use the same level of care in performing his or her maintenance, repair and replacement obligations which a typical homeowner living in a single family home not part of a common interest community would observe.

SECTION 9 - UNIT OCCUPANT RESPONSIBILITIES

Each Unit Owner shall be responsible for ensuring that any tenant, guest, invitee or other occupant of the Unit complies with each of the maintenance, repair and replacement standards set forth above. For the purpose of interpreting and applying these maintenance, repair and replacement standards, where the context requires, the term "Unit Owner" shall also include any tenant, guest, invitee or other occupant of the Unit.

SECTION 10 - ASSOCIATION RIGHT OF ACCESS TO UNITS

Any person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, for the purpose of performing installations, alterations or repairs and for the purpose of reading, repairing or replacing utility meters and related pipes, valves, wires and equipment, provided that requests for entry to a Unit or Limited Common Element are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner consistent with the availability of contractors and others employed or engaged by the Association. Such right of access may be exercised during winter months without Unit Owner notice if there is reason to believe a unit is not occupied in order to make certain heat is being maintained in the unit. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time. If a Unit Owner fails to permit routine access to a Unit as reasonably requested by the Association, the Association may seek a court order to allow access to the unit without the Unit Owner's consent. In such case, any cost and attorney's fee of obtaining such court order shall be assessed to the Unit Owner's account. If a Unit is damaged as a result of access obtained under this Section, the Association will be responsible for the prompt repair of the Unit, except as


provided in Subsection 19.2(f) and Subsection 19.2(i) of the Amended Declaration.

**SECTION 11 – UNIT OWNER RESPONSIBILITY FOR COST INCURRED
DUE TO FAILURE TO COMPLY WITH THESE MAINTENANCE STANDARDS**

Each Unit Owner shall be responsible to pay all damages and costs incurred by the Association to repair any damage to their Unit, any other Unit or any Common Element as a result of the Unit Owners failure to comply with these Maintenance Standards in accordance with Subsection 19.2(i) of the Declaration.

These Maintenance Standards were approved by the Executive Board on 11th day of February, 2011.

**DIANE ESTATES
CONDOMINIUM ASSOCIATION,
INC.**

By: 
Roger Garcia
Its President