

# ***MAINTENANCE, REPAIR AND REPLACEMENT STANDARDS POLICY***

## **Meadow Brook East Condominium Association**

**The following resolutions have been adopted by the Board of Directors of Meadow Brook East on November 17, 2010.**

The Association will hold a unit owner responsible for damages to common areas and the units when such damage is the result of:

1. Willful misconduct;
2. Gross negligence;
3. Unit's owner, tenant, visitor or guest failed to comply with the provisions of the following maintenance standards.

If the Association incurs an expense because a unit owner, his or her tenant, or guest or invitee of a unit owner or tenant, engages in any of the above behavior, then the Association may assess that expense solely against that owner's unit.

Before levying the assessment, however, the Association will provide the owner with notice with an opportunity to be heard. Furthermore the assessment is limited to the portion of the expense that is not covered by the master insurance policy. This includes the following expenses:

- A. Losses of a nature not covered by the master policy and
- B. Losses or portions of losses that are not covered because of the deductible.

### ***Maintenance, Repair and Replacement Standards***

#### **1. Chimney Inspection and Cleaning - (If applicable)**

There is a mandatory chimney inspection and cleaning program. All units must have a chimney inspection completed on even numbered years, dates to be determined by the Association. The Association will hire a contractor to perform the inspection, cleaning and any repairs needed and will bill back each owner for the cost of services rendered to that unit. The exterior repairs to the chimney are the Association's responsibility. **To be completed between July 1<sup>st</sup> and September 30<sup>th</sup> in even numbered years.**

#### **2. Dryer Vent Cleaning - (If applicable)**

All clothes dryers will have lint filters which will remain installed to prevent lint from accumulating in the vent duct. Dryer vents will be cleaned annually or on odd numbered years. Although the Association may arrange from time to time for a contractor to perform the cleaning, it does not remove the responsibility of the unit owner to ensure that the dryer vent is cleaned per the requirements of the Association. Each owner is responsible for the cost of the cleaning and any necessary repairs. Inspections and repairs need to be performed by a properly licensed and insured contractor following all applicable local building codes. The unit owner shall provide the association with access to the Unit for dryer vent cleaning. **To be completed between July 1<sup>st</sup> and September 30<sup>th</sup> annually or in odd numbered years.**

# ***MAINTENANCE, REPAIR AND REPLACEMENT STANDARDS POLICY***

## **3. Water Heater Replacement - (If applicable)**

Water heaters must be replaced within a ten year period. Any damage caused by a malfunctioning water heater past the age of ten years that is not covered by the Master Insurance Policy will be the responsibility of the unit owner whose unit is served by the heater. OR In the event any loss, claim, damage or expense is caused or contributed to by water which escapes from any water heater located within the boundaries of a Unit, there shall be a rebuttable presumption that the water heater failed because it was not replaced prior to the expiration of its anticipated useful life. The aforesaid presumption may be rebutted by the Unit Owner by providing proof to the Association satisfactory to the Association that the water in question had not exceeded its anticipated life.

## **4. Washing Machines - (If applicable)**

All washing machines must have reinforced steel/metal braided hoses designed to prevent or greatly reduce the potential for hose failure and resulting water damage.

## **5. Toilets and Plumbing - (If applicable)**

No running water spigots may be left unattended or allowed to cause overflow. Outdoor spigots must be winterized to prevent freezing. All leaky pipes, valves, toilet seals, toilet gaskets and running toilets must be promptly repaired. Evidence of running or seeping water must be reported immediately to the Association's Management Company. Each unit owner shall be responsible to report evidence of Mold or conditions that could lead to Mold to the Association's Management Company.

## **6. Reporting Leaks**

Unit owners shall promptly report to the Association any leak or other condition resulting in escaped water upon identifying any such leak or condition or as quickly thereafter as is reasonably possible.

## **7. HVAC Maintenance - - (If applicable)**

HVAC units must have a full annual inspection performed by a licensed technician. Inspection shall include the systems, vents, flues used for venting combustion gases or supplying combustion air. All repairs, cleaning, and maintenance must be completed at the time of inspection. Unit owners are required to maintain receipt records from contractors verifying that the required HVAC inspection and cleaning has occurred. **To be completed between March 1<sup>st</sup> and June 30<sup>th</sup>**

## **8. Smoke Detectors**

Smoke detectors are to be tested in January and July each year. Batteries must be replaced annually in January. It is the responsibility of the owner to ensure that any and all smoke detectors found to not be in working order are replaced with the appropriate device (verify if device is 110 volt hardwired with 9 volt battery back up and whether interconnected with other smoke detector devices within the unit or building). **To be completed in January and July**

## **9. Heat in Units**

Each Unit Owner shall be responsible to continuously maintain heat at no less than 65 degrees Fahrenheit in all areas contained within the boundaries of the Unit. In case of the unit being

# ***MAINTENANCE, REPAIR AND REPLACEMENT STANDARDS POLICY***

unoccupied, the unit owner must provide the management company with a local emergency contact. The emergency contact must inspect the vacant unit at least once per week to check for proper functioning of the heating system, frozen pipes, water leaks, or any other issues that may arise in the resident's absence.

## **10. Outside Spigots**

If the shut off for the spigot is inside the unit, the owner must shut off the water and properly winterize the spigot by December 1<sup>st</sup>. Water may be turned on after April 15<sup>th</sup>. Valves replaced shall be replaced using a "frost free valve".

## **11. Grill Safety**

The use of charcoal or solid fuel grills is prohibited. Each unit owner having a gas fueled grill needs to ensure that it is in safe working condition and is operated safely not limited to: providing adequate space between the exterior surfaces of the grills and adjacent surfaces; no propane containers larger than 1 pound be stored within any structure, and that gas supply to the grill be in the closed position when the grill is not being used.

## **12. Work to be Performed by Licensed Professionals**

Each unit owner shall be responsible to the Association for any damage caused by repairs or installations to any unit or limited common element not performed by licensed and insured professionals in accordance to at least the minimum standards required by the State of Connecticut and the municipality in which the unit is located.

## **13. Reporting Association Required Maintenance**

The unit owner is responsible for reporting maintenance problems to management in a timely fashion and, if required, must provide reasonable access to the unit for inspection and/or repairs as needed.

## **14. General Requirements**

- a. There shall be no storage of combustibles or hazardous materials (including but not limited to paints, thinners, gasoline, propane tanks, etc.) inside units, garages, or other enclosed spaces.
- b. Unit owners are responsible for notifying all residents of their unit of these rules and guidelines. Compliance with the maintenance standards outlined herein is the responsibility of the unit owner. For the purpose of interpreting and applying these maintenance, repair standards, where the context requires, the term "unit owner" shall also include any tenant, guest, invitee or other occupant of the unit.
- c. All maintenance, inspections, and repairs to units must be done by licensed and insured contractors. The contractor must obtain permits for work where required by the municipality.
- d. The unit owner should retain a copy of any documentation related to the completion of the above maintenance requirements in the event that documentation of compliance is requested by the Association.

## **14. Optional Maintenance Considerations**

- a. Electrical Panels: Regular inspection of wiring and breakers should be conducted. An electrician must replace any old, worn, or damaged breakers and wiring. Total electrical usage both in the aggregate and per circuit in any Unit shall not exceed the capacity of the circuits

## ***MAINTENANCE, REPAIR AND REPLACEMENT STANDARDS POLICY***

which serve the Unit as labeled on or in the circuit boxes. Electrical breakers shall not be connected to more than one electrical conductor.

- b. Hot Water Tanks: Installation of an automatic shut off device should be considered to minimize damage should the water heater fail. Where feasible, installation of water heater pan with appropriate drainage pipe should be considered. If drain connects to any common piping or travels beyond the boundaries of the unit, an approved variance request is required.
- c. Doors/Windows/Garage Doors: The owner must properly maintain these items by repairing or replacing as needed. The owner shall ensure that all windows and doors are properly closed and latched to prevent damage from precipitation or wind blown precipitation.