

mailed on 1/21/11 to all owners



CM Property Management (CMPM, Inc.)

CMCA

January 20, 2011

Maintenance Standards

Heritage Hill Residents

Please review the enclosed Maintenance Standards. They were drafted by the Association's attorney and approved by the Board and Management Company, in Executive Session, Saturday January 15, 2011..

Please make yourself familiar with these standards. They are a helpful tool to ensure safety for all Residents and to minimize damages to the units and buildings.

If you have any questions, please contact my office for further information or explanation. Barring a majority of negative comments the above will take effect 10 days after receipt of this notice.

Be safe this winter. This is an "Old Fashioned" winter that I remember as a boy. It was more fun back then as I recall.

Sincerely,

Dick Famiglietti

CM Property Management

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MODEL MAINTENANCE, REPAIR, AND REPLACEMENT STANDARDS FOR HERITAGE HILL

WHEREAS, the amendment to 47-257(e) of the Common Interest Ownership Act effective July 1, 2010 allows Associations to assess the amount of the insurance deductible and unreimbursed costs and expenses for losses, whether or not covered by the Association's insurance policy, if a Unit Owner violates adopted maintenance standards; and

WHEREAS, the Board of Directors determined that it is in the best interest of the Association to assess the insurance deductible and all other unreimbursed costs and expenses for violation of maintenance standards to Unit Owner(s); and

WHEREAS, the Board of Directors established March 1, 2011 as the effective date of the policy; and

WHEREAS, the Board distributed the proposed standards to all Unit Owners at least ten days prior to the effective date to allow the Unit Owners the right to Comment upon the Maintenance Standards.

THEREFORE, at its January 15, 2011 Board of Director's meeting, the Board adopted the following maintenance standards, which if violated, grants the Board of Directors, after Notice and Hearing, the authority to assess the insurance deductible and unreimbursed costs and expenses for losses and/or assess fines for violation(s), whether or not covered by the Association's insurance policy;

1. 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.

In the case of an emergency, Unit Owners must use one of the contractors recommended by the Association whose insurance certificate is on file.

2. WATER DAMAGE

Any loss, claim, damage, or expense, which is caused or contributed to by water, which escapes from any Unit due to overflows, clogs, unattended water, or any breaks, breaches, or failure of pipes or waterlines (including, without limitations, ice lines), located within the Unit, or which exclusively serve a Unit, shall be the Unit Owner's sole responsibility.

3. HEAT DURING WINTER MONTHS

Each Unit Owner shall during the winter months (November 1 through April 30) continuously maintain a minimum temperature of at least 60 degrees Fahrenheit in all living areas contained within the boundaries of the Unit.

4. REPORTING LEAKS

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.

5. CHIMNEY CLEANING

Unit Owners acknowledge that inspection of chimneys for possible cleaning is an important part of sound fire prevention practices. The Association shall inspect all chimneys every other year. Each Unit Owner shall provide the Association with access to the Unit within seven (7) days of a request made by the Association for the purpose of conducting the aforesaid chimney inspection.

The Unit Owner may schedule chimney cleaning with a contractor selected by the Association or in the event the Unit Owner wishes to use its own contractor, the Unit Owner shall send a paid receipt from the contractor verifying that the required chimney cleaning has been performed.

6. SMOKE DETECTORS

Unit Owners acknowledge that annual smoke detector inspection and battery replacement is an important part of sound fire prevention practices.

Each Unit Owner shall be responsible on an annual basis for an inspection of any smoke detectors, which serve only his or her Unit. Where batteries are utilized in smoke detectors, the Unit Owner shall replace batteries at least annually. Unit Owner will be responsible to complete the smoke detector maintenance report each September and submit to the Board by October 1 annually.

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 without written permission from the Executive Board.

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.

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.

10. FINES

By resolution, the Board of Directors, after Notice and Hearing, may levy a fine up to \$50.00 per day for each day that a violation of maintenance standard exists. Each violation shall be subject to a daily fine.