

Artillery Hill Association,  
Inc.

**Maintenance  
Standards**

Amended 2010



**ARTILLERY HILL CONDOMINIUM ASSOCIATION, INC.**  
**MAINTENANCE STANDARDS**

The following have been adopted by the Board of Directors as an addendum to the Maintenance Standards of Artillery Hill effective July 1, 2010.

The Association will hold a unit 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 must 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.

**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 or every 10 years whichever comes first.

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 1.4 – Damage. In case of a water heater leaking and causing damage, the tank must remain at the unit until inspected by the management company representative. Failure to have tank available for inspection will result in the assumption that the tank was over ten years old.

## **SECTION 2 – DRYER VENTS; CLOTHES WASHER CONNECTIONS AND DISHWASHER CONNECTIONS; MAINTENANCE REPAIR AND REPLACEMENT**

Section 2.1. 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 2.2. To be completed between July 1<sup>st</sup> and September 30<sup>th</sup> in odd numbered years. Dryer vents will be cleaned on odd numbered years. The Association will hire a contractor to perform the cleaning and will bill each owner for the cost of the cleaning and any necessary repairs.

## **SECTION 3 – UNIT OWNER RESPONSIBILITY TO MAINTAIN HEAT IN UNIT AND PROTECT WATER PIPES DURING WINTER**

3.1. 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.

3.2. Water supplying outside spigots must be shut off during winter. If the shut off for the spigot is inside the unit, the owner must shut off the water by December 1<sup>st</sup>. Water may be turned on after April 15<sup>th</sup>.

## **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 – CHIMNEYS AND FIREPLACES**

### **Chimney Inspection and Cleaning**

**To be completed between July 1<sup>st</sup> and September 30<sup>th</sup> in even numbered years.**

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 chimney flue and exterior repairs to the chimney are the Association's responsibility. Any fireplace that was modified (pellet burning units as an example) must be cleaned every year and cleaning and all repairs including the flue are the unit owner's expense. The cleaning will be done by the Association's contractor.

## **SECTION 6 – 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. Failure to comply with this section may result in the Unit Owner being responsible for any and all damages caused by the Unit Owner's failure to comply with this section, including but not limited to the cost to fix the repairs.

## **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.

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.

## **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 - GENERAL REQUIREMENTS**

1. 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.
2. 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.
3. 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.
4. 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.

#### **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.

#### **Optional Maintenance Considerations**

1. HVAC units should have a full annual inspection performed by a licensed technician. All repairs, cleaning, and maintenance should be completed at the time of inspection. It is suggested to follow the manufacturer's recommendations for maintenance and filter replacement.

2. Electrical Panels: Regular inspection of wiring and breakers should be conducted. An electrician must replace any old, worn, or damaged breakers and wiring.
3. Hot Water Tanks: Installation of an automatic shut off in the event that a water heater less than ten years old malfunctions.
4. Doors/Windows/Garage Doors: The owner must properly maintain these items by repairing or replacing as needed.