

## **THE FAIRWAYS AT TORRINGTON CONDOMINIUM**

### **MAINTENANCE STANDARDS**

Pursuant to the Common Interest Ownership Act, the Association has adopted the following Maintenance Standards, which shall be binding on all Unit Owners, Tenants, Occupants, Guests and/or Invitees:

#### **1. Chimney Inspection and Cleaning**

Subject to the Declaration at Article 5.2, there is a mandatory chimney inspection and cleaning program. All Units with fireplaces must have a chimney inspection completed biannually, or every two years, on dates to be determined by the Association. The Association will hire a contractor to perform the inspections. Cleaning and any repairs needed will be performed by the contractor and billed back to the Unit Owner for the cost of services rendered to that Unit. The exterior repairs to the chimney are the Association's responsibility.

#### **2. Dryer Vent Cleaning**

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 biannually, or every two 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. Pursuant to the Declaration at Article 5.2, each Unit Owner is responsible for the cost of inspecting, cleaning, maintaining, repairing and replacing dryer vents. 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 inspection/cleaning as requested by the Association.

#### **3. Water Heater Replacement**

A Unit's water heater must be replaced *prior to the expiration of its warranty*. Any damage caused by a malfunctioning water heater *which has passed its warranty period* 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 *warranty*. The aforesaid presumption may be rebutted by the Unit Owner by providing sufficient proof to the Association that the water heater in question had not exceeded its *warranty*.

**4. Washing Machines**

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**

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, waste traps and running toilets must be promptly repaired. Evidence of running, leaking 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's Management Company 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**

HVAC units must have a full annual inspection performed by a licensed technician. Inspection shall include the systems, vents, and flues used for venting combustion gases or supplying combustion air. All maintenance, repair, replacement and/or cleaning must be completed at the time of inspection. Unit Owners are required to maintain receipts or records from licensed and insured contractors verifying that the required HVAC inspection and cleaning has occurred.

**8. Smoke Detectors**

Smoke detectors are to be tested in January and July every year. Batteries must be replaced annually in January. It is the responsibility of the Unit 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).

**9. Heat in Units**

Each Unit Owner shall be responsible to continuously maintain heat at no less than 58 degrees Fahrenheit in all areas contained within the boundaries of the Unit. In case of the Unit being 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> of each year. 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, not leaving the grill unattended when operating, and ensuring that the gas supply to the grill is in the closed position when the grill is not being used. The use of propane gas grills on decks that are not accessible from the outside is prohibited. Pursuant to CT State fire code: any propane tank the size of 20 lbs or larger may not be carried through or stored inside any building.

**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 with the minimum standards required by the State of Connecticut and the municipality in which the Unit is located. This Section 12 shall only apply with respect to maintenance and repairs related to structural, electrical or plumbing.

**13. Reporting Association Required Maintenance**

The Unit Owner is responsible for reporting maintenance problems to the Association's Management Company 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, occupants, guest, tenants and/or invitees 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 Standards, where the context requires, the term "Unit Owner" shall also include any tenant, occupant, guest, and invitee of the Unit Owner.

- c. All maintenance, inspections, and repairs to Units must be done by licensed and insured contractors. The contractor must obtain permits for work when 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.
- e. 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.
- f. 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.

**15. 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 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: Unit Owners must properly maintain these items by repairing or replacing as needed. The Unit Owner shall ensure that all windows and doors are properly closed and latched to prevent damage from precipitation or wind.

**16. 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 Owner's 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 2<sup>nd</sup> day of February, 2014.

**THE FAIRWAYS AT TORRINGTON ASSOCIATION,  
INC.**

By: Constance D. Hall  
**Constance D. Hall**  
**Its President**