

## **XXXXXXX Association, Inc**

### **Maintenance Standards Policy**

WHEREAS, the amendment to Title 47 Chapter 828 Section 47-257(e) of the Common Interest Ownership Act effective July 1, 2010 allows Associations to assess back to the offending Unit Owner(s) 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 of XXXXXXXX Association, Inc 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 of XXXXXXXX Association, Inc adopted this policy at a duly held Board of Director's meeting, which if violated, grants the Board of Directors, after Notice and Hearing, the authority to assess back to the offending Unit Owner(s) 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; and

WHEREAS, the Board of Directors of XXXXXXXX Association, Inc distributed this proposed policy to all Unit Owners at least ten (10) days prior to the effective date to allow Unit Owners the right to comment upon the Maintenance Standards Policy; and

WHEREAS, the Board of Directors of XXXXXXXX Association, Inc established \_\_\_\_\_, 2010 as the effective date of this policy:

WHEREAS, this Maintenance Standards Policy will supersede all other maintenance standards policies of XXXXXXXX Association, Inc on \_\_\_\_\_, 2010 and may be further amended with Notice and Comment from time to time,

NOW THEREFORE, it is adopted as follows:

#### *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, who 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 (but not less than General Liability insurance of \$1,000,000 per occurrence and \$2,000,000 aggregate and workman's compensation insurance of \$100,000 per accident, \$100,000 per employee and \$500,000 policy limit). 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 who performs work on the Unit, prior to the work commencing.

The insurance certificate's special provisions section must read: "CERTIFICATE HOLDER: (NAME OF CONDO) is included as Additional Insured on a primary non-contributory basis for work at their premises (ADDRESS OF CONDO). Also included as Additional Insured: (NAME OF MANGEMENT CO.)." The certificate holder section must have the NAME and ADDRESS of the CONDO.

Refer to the attached sample certificate of insurance.

## 2. *Water Heaters*

Unit Owners shall maintain, repair, and replace any water heating device located within the boundaries of their Unit, such that the water heater is kept in a good state of repair. Unit Owners shall provide the Association with access to the Unit within seven (7) days of a request by the Association for the purpose of allowing the Association to evaluate the current condition of water. Upon receiving written notice from the Association that any water heater is to be removed or replaced due to any defect discovered by the Association during inspection or due to the expiration of the water heater's useful life, (at a minimum water heaters located within or above a living unit must be replaced every 10 years) the Unit Owner shall repair or replace the water heater pursuant to the Association's direction and shall provide the Association with documentation satisfactory to the Association verifying compliance with the Association's directive within thirty (30) days of receiving such written notice from the Association.

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 Unit Owner may rebut the aforesaid presumption by providing proof to the Association satisfactory to the Association that the water heater in question had not exceeded its anticipated useful life.

## 3. *Water Damage*

Any loss, claim, damage, or expense, which is caused or contributed to by water, which may or may not which escape from any Unit and enter another Unit or Common Element, due to overflows, clogs, failure to maintain bathroom and kitchen caulking and grouting, toilet seal failures, unattended water, or any breaks, breaches, or failure of pipes or waterlines (including, without limitations, ice lines, rain or snow from windows not properly closed, improperly pitched air conditioners, and water heaters) located within the Unit, or which exclusively serves a Unit, shall be the offending Unit Owner's sole responsibility.

It is the unit owner's responsibility to notify the association immediately of a leak or other condition of escaping water within a unit.

#### 4. *Heat During Winter Months*

Each Unit Owner shall, during the winter months (November 1 through April 30) or another time frame to be announced by the Board of Directors, continuously maintain a minimum temperature of at least fifty-eight (58) degrees Fahrenheit in all living areas contained within the boundaries of the Unit.

#### 5. *Furnaces (gas/fuel oil)*

Must be inspected and cleaned annually by a licensed contractor

#### 6. *Dryer Vents*

All clothes dryers will have lint filters, which will remain installed to prevent lint from accumulating in the vent duct. Each Unit Owner shall be responsible on an annual basis for cleaning all dryer vents which serve that Unit. The Unit Owner may schedule dryer vent cleaning with a contractor selected by the Association or, in the event the Unit Owner wishes to use their own contractor, the Unit Owner shall send to the Association a paid receipt received from the contractor verifying that the required dryer vent cleaning has occurred.

The dryer vent shall be aluminum metal and not plastic construction.

#### 7. *Grease Screens on Ventilation Hoods*

All stove hoods, microhoods, and other ventilation systems that can collect grease will have grease screens installed to prevent grease from accumulating in the vent duct. All such screens will at all times be used and kept in clean, good order and repair by the Unit Owner.

#### 8. *Washer Hoses*

Each Unit Owner shall install steel lined / metal braided safety supply hoses or FloodChek ([www.floodchek.com](http://www.floodchek.com)) hoses between any water source and any clothes-washing appliance located within the boundaries of his or her Unit. The Unit Owner shall provide the Association with documentation satisfactory to the Association demonstrating that each clothes washing appliance located within the boundaries of the Unit with metal braided safety supply hoses within seven (7) days of a request.

#### 9. *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.

#### *10. Smoke Detectors*

All units, whether owner occupied or leased, are required to install a smoke detector on every level of the unit and in every bedroom by order of the Fire Marshal. It must be in working order and maintained at the expense of the unit owner. Each Unit Owner shall be responsible on an annual basis for an inspection of all smoke detectors which serve that Unit. Where batteries are utilized in smoke detectors, the Unit Owner shall replace batteries at least annually. The Unit Owner may schedule smoke detector inspection and battery replacement, if any, with a contractor selected by the Association or, in the event the Unit Owner wishes to use their own contractor, the Unit Owner shall send to the Association a paid receipt received from the contractor verifying that inspection of the smoke detectors and, where batteries are utilized, battery replacement has occurred. No smoke detector may be more than ten (10) years old.

#### *11. 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.

#### *12. 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 owe a duty to use reasonable care to maintain, repair, and replace their 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 maintenance, repair, and replacement obligations which a typical homeowner living in a single family home not part of a common interest community would observe.

#### *13. 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.

#### 14. Fines

By resolution, the Board of Directors, after Notice and Hearing, may levy a fine of up to the maximum as set forth in the Schedule of Fines, as amended from time to time, for each day that a violation of a maintenance standard exists. Each separate uncured violation shall be subject to a daily fine.

This policy is in addition to all rights the Association has under the laws of the State of Connecticut, the Declaration, By-Laws, and Rules and Regulations, as amended.

This policy shall be effective as of the \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2010

Secretary  
XXXXXXX Association, Inc