

ARTICLE X
MAINTENANCE, REPAIR AND REPLACEMENT STANDARDS

Section 10.1 - General Standard of Care. Each Unit Owner acknowledges that the Association's property insurance costs are positively impacted by diligent maintenance, repair, and replacement of the fixtures and the improvements located within the boundaries of the Units, and the Limited Common Elements that 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 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 that a typical homeowner living in a single-family detached home not part of a Common Interest Community would observe.

Each Unit Owner shall not leave any of the following items on while that Unit Owner is not physically in the Unit: stovetop burners, toaster ovens and roasters, irons, clothes washers and dryers, dishwashers, or lighted candles. Failure of the Unit Owner or Tenant to comply with this provision will be viewed as negligence on the part of the Unit Owner.

If a Unit Owner becomes aware of a condition that has the potential for causing personal injury or damage to property, he or she shall report the condition to the Manager or to a member of the Association's Executive Board without delay.

Section 10.2 - Unit Owner/Occupant Responsibilities. Each Unit Owner shall as needed maintain, repair, and replace, at his or her own expense, those portions of his or her Unit that do not include Common Elements or Limited Common Elements.

The Unit Owner will be held financially responsible for the Association's deductible when there has been a failure on the part of that Unit Owner to maintain his or her Unit and Limited Common Elements in accordance with the below adopted Maintenance Standards. Unit Owners are urged to purchase a Homeowners Insurance Policy (HO6 Policy) which should cover the cost of this assessment in the event of a loss.

Each Unit Owner shall be responsible for ensuring the compliance of his or her Tenant(s), guest(s), invitee(s), or other occupant(s) with each maintenance, repair, and replacement standard enacted by the Birchwood Commons Condominium Association [the Association]. The term "Unit Owner" shall include any tenant, guest, invitee, or other occupant of the Unit. The standards shall include but not be limited to the following:

Section 10.3 - 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 nor 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. 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.

Section 10.4 - Access and Keys. Unit Owners and Residents shall (with reasonable notice) provide access to the Board and its authorized agents for the purpose of inspection, maintenance, and repair. It shall be the responsibility of the owner to provide a key

for access in the event of an emergency. In the event of damage to secure emergency access, repairs will be the responsibility of the owner.

Section 10.5 - Water Heaters. Unit Owners shall maintain, repair, and replace any water heating device located within the boundaries of their Unit(s), such that the water heater is kept in good state of repair and is *removed and replaced on or before the expiration of its anticipated useful life*. Most water heaters are warranted for 6 to 9 years; the average life expectancy of an electric water heater is 13 to 14 years [National Association of Home Builders]. *Replacement at ten [10] years is recommended.*

If it is deemed that a water heater failure was due to negligence by the Unit Owner, the Unit Owner will be responsible for the cost of damages to the Unit and to any other Units affected by the failure.

Section 10.6 - Water Supply Hoses and Shutoff Valves. Each Unit Owner shall install metal braided safety supply hoses and quick shutoff valves between the water source and the points of use [clothes washer, dish washer, toilets, and sink faucets] located within the boundaries of the Unit. The Unit Owner shall provide the Association with documentation satisfactory to the Association demonstrating that the required metal braided safety hoses and quick shut off valves are in place. The cost of any damage to the Unit or any other property resulting from failure to install and maintain such safety hoses and/or shut off valves will be the Owner's responsibility.

Section 10.7 - Reporting Leaks. Each Unit Owner acknowledges that serious damage to the Common Interest Community is likely to occur where escaping water is identified by the Unit Owner but is not reported to the Association in a timely manner. Accordingly, each Unit Owner shall owe a duty to the Association and to the other Unit Owners

to report to the Association any condition resulting in escaping water immediately after identifying such a condition - or as quickly thereafter as is reasonably possible. Leaky faucets are to be fixed by the Unit Owner.

Section 10.8 - Dryer Filters and Vent Ducts. All clothes dryers have lint filters which shall remain in place [installed] to prevent lint from accumulating in the vent duct. Each Unit Owner shall be responsible for cleaning the dryer's lint filter according to the frequency and procedure recommended by the dryer manufacturer. The Unit Owner shall also be responsible for cleaning the dryer's vent duct at least annually.

Section 10.9 - Bathroom Exhaust Fans. Bathroom ceiling fans have a life expectancy of 10 - 15 years, but the fans and ductwork require periodic maintenance. Accumulated dust can cause the unit to overheat and lead to a fire. Annual cleaning is recommended. The Unit Owner may clean and/or change the fan unit on his or her own [if capable] or schedule maintenance or replacement using an electrician of his/her choice.

Section 10.10 - 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 that serve an Owner's Unit as labeled on or in the circuit breaker boxes.

Breakers, switches, and outlets do wear out over time. At the first sign of a problem, the Unit Owner shall call in a licensed electrician to evaluate the problem and correct it.

Extension cords and power strips shall be used cautiously. Such devices shall not be used between rooms such that the cords lie in

doorways or door jams; also, they shall not be used as a replacement for permanent wiring.

Section 10.11 - Fireplace and Chimney Maintenance. The Unit Owner shall ensure that his or her unit's fireplace and chimney is inspected annually (prior to the heating season) by a licensed contractor and that all recommended repairs are completed prior to use. If problems are noted during the heating season, discontinue use immediately and contact a contractor for an evaluation and repairs.

Section 10.12 - Smoke Detectors. Smoke detectors are inspected annually [usually in July] by the Montville Fire Inspector as mandated by Chapter 541 of the Connecticut General Statutes. It is the responsibility of the Unit Owner to make his or her Unit(s) available for inspection at a reasonable time. If the Unit Owner does not reside in the Unit, it is the Unit Owner's responsibility to notify your tenant that such an inspection will take place.

Smoke detector batteries should be replaced annually, and the smoke detectors themselves should be replaced every ten [10] years. The Unit Owner may change the battery or the smoke detector on his or her own [if capable] or schedule maintenance using an electrician of his/her choice.

Section 10.13 - Pet Maintenance. Not everyone is comfortable around pets - especially when they're encountered on the loose. Dogs must be leashed at all times when on Association property and should not be left unattended on decks for extended periods. Dog walking areas have been established along the south side of the driveway and in the grassy area between Rte. 32 and the A Building. Owners are expected to pick up after their pets, so don't forget plastic bags.

Section 10.14 - Heat During Winter Months. During the winter months [November 1 through April 30] each Unit Owner shall maintain a minimum temperature of 58 degrees Fahrenheit in all living areas of the Unit.

Section 10.15 - Clearing Decks after Snow Storms. Having two means of egress from each Unit is important for the safety of the Unit Owner, as well as tenants and guests; clearing snow and ice accumulations facilitates emergency egress as well as snow removal on the roof to minimize ice dams. The Unit Owner shall be responsible for snow removal on his/her own deck and rear stairs after each snowfall.

Section 10.16 - Preparing Units for Extended Vacancy. When leaving a Unit for more than one month, the Unit Owner shall give notice to the Board of Directors/Manager of Birchwood Commons.

- (a) **Hot water heater/clothes washer** - The Unit Owner shall shut off both the water input valve and the water valve above the water heater, and he/she shall switch off the breaker to the water heater circuit.
- (b) **Refrigerator** - The Unit Owner shall remove food and ice cubes and shut off the refrigerator and the ice maker. To prevent odor, it is recommended that the refrigerator door be left open.
- (c) **Heating** - If the Unit will be vacant between October and April, thermostats in all living areas will be set no lower than 58 degrees Fahrenheit.