

## EXHIBIT A

### **WALDEN WOODS A PLANNED COMMUNITY**

#### **MAINTENANCE STANDARDS – DUPLEX COUNCIL**

#### **Table of Contents**

Chimney Inspection and Cleaning.....	2
Dryer Vent Cleaning .....	3
Water Heater Replacement.....	3
Washing Machines, Dishwashers, Refrigerators and Ice-Makers.....	3
Toilets and Plumbing .....	3
Reporting Leaks.....	3
Smoke & Carbon Monoxide Detectors .....	4
Heat in Units .....	4
Outside Spigots.....	4
Grill Safety .....	4
Work to be Performed by Licensed Professionals .....	5
Reporting Association Required Maintenance .....	5
Failure to Report Loss .....	5
HVAC Maintenance .....	5
Waste .....	5
Additional Maintenance Standards.....	5
Compliance with Laws, Regulations, Ordinances, Codes and the Like .....	6
General Requirements .....	6
Unit Owner Responsibility for Cost Incurred Due To Failure to Comply with These Maintenance Standards.....	7

# WALDEN WOODS A PLANNED COMMUNITY

## MAINTENANCE STANDARDS – DUPLEX COUNCIL

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 **of Duplex Units only**.

All references to “Unit” or “Units” shall apply to the Duplex Units Only, as well as the owners of same.

It should be noted that the intent of these Maintenance Standards is to provide Walden Woods Unit Owners with information as to what is required for proper maintenance of their units. The intent is not to create a situation where either the Board of Directors or the Property Management Company is policing these standards in an invasive manner. However, Sections 6.5 and 6.6 in the Amended and Restated Declaration of Walden Woods dated January 20, 2022 refers to Unit Owner responsibility to maintain their respective unit and the recourse the Association may take if damage should occur due to willful misconduct, gross negligence, or a violation of these Maintenance Standards.

Unit Owners are also reminded that the Town of Windsor Housing Code Article IV delineates owner responsibility for care and maintenance and allows for town inspection where concerns are raised regarding dwelling safety and/or non-compliance with defined housing regulations.

Whenever this Document mentions requirements, such as minimum temperature, number of tests, etc., and the same language is found in the Town of Windsor Housing Code, The Town of Windsor Housing Code always supersedes.

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

In order to prevent chimney fires, each Unit Owner is responsible for the maintenance of their fireplace. There are several ways that fireplaces are utilized by owners:

- a. **Not at all:** Used for decorations, flu always closed. Chimney inspection and cleaning will only be performed if and when declared as a Council project.
- b. **Wood Burning less than 3 times in a year:** It is recommended that the owner use a Fireplace Cleaning log at the start of the season to keep creosote loose, and have the chimney inspected and cleaned at least **every 3<sup>rd</sup> year**.
- c. **Wood Burning 3-5 times per year:** It is recommended that the owner use a Fireplace Cleaning log at the start of the season to keep creosote loose, and have the chimney inspected and cleaned at least **every other year**.
- d. **Wood Burning more than 3-5 times per year:** It is recommended that the owner use a Fireplace Cleaning log to keep creosote loose, and have the chimney inspected and cleaned at least **every year**.
- e. **Clean Gas Burning:** Inspection and Cleaning will occur if and when declared by Council projects.

- f. **Electric Inserts:** Inspection and Cleaning will occur if and when declared by Council projects.

**2. Dryer Vent Cleaning**

As per State and/or municipal housing and fire codes, dryer lint trays and dryer vents must be kept free of obstructive build-up at all times. A decrease in functionality of the dryer (e.g. taking longer to dry, not drying at all), is more often a sign of a blocked dryer vent than a faulty machine.

If the Council notices exterior signs of an obstructed vent, the Council may hire a contractor to clean the dryer vents through and into the Unit home. The Unit Owner must provide access in this instance. The Unit Owner is responsible for all fees and charges billed by the contractor.

**3. Water Heater Replacement**

Each Unit Owner is responsible for the maintenance of their water heater. Unit Owners may have the standard Gas or Electric hot water tank water heater, which usually has a useful life of 10 years, unless stated otherwise on your purchase documents, or tankless water heaters, which usually have a much greater useful life span.

Each Unit Owner is responsible to learn and recognize the signs of a faulty water heater: leaks in the basement, fails to heat, pilot fails, error codes on electronic panels.

Each Unit Owner is responsible to replace a faulty water heater before the water heater can cause damage to their unit or the adjacent unit or within its useful life, whichever occurs first.

Any damage caused by a malfunctioning water heater, which is not covered by the Master Insurance Policy of Walden Woods, shall be the responsibility of the Unit Owner whose Unit is served by the heater.

**4. Washing Machines, Dishwashers, Refrigerators and Ice-Makers**

All washing machines, dishwashers, refrigerators and ice-makers must have reinforced steel/metal braided hoses designed to prevent or greatly reduce the potential for hose failure and resulting water damage. Washing Machine water valves shall be closed when the washing machine is not in use.

**5. Toilets and Plumbing**

No running water may be left unattended or allowed to cause overflow.

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 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. Smoke and Carbon Monoxide Detectors**

Smoke alarms and carbon monoxide detectors are to be installed in all units and are to be kept in operable condition at all times. Where applicable, back up batteries are to be changed regularly.

It is recommended that smoke detectors be tested no less than twice per year. Take note of reminders from Walden Woods Communications committee, TV, Radio, and civic organizations who will publicize reminders around the Spring, Summer, Fall and Winter solstices.

All Unit Owners are required to ensure that their smoke detectors are in working order at all times, and there exists at least one smoke detector in each of the zones originally installed by the builder.

Further information for rules governing the safe and responsible use of smoke and carbon monoxide detectors can be found in the Windsor Housing Code.

## **8. Heat in Units**

During the months of October through the end of March, each unit and all of its enclosed Limited Common Elements must be heated, to a minimum of 58 or per Windsor Town Housing Code.

For your personal safety and security it is recommended that whenever you are away for more than 24 hours, that you ask your neighbors to keep watch, and/or have a house sitter take care of your home and belongings.

## **9. Outside Spigots**

During the months of October through April, outdoor spigots must be winterized to prevent freezing:

- a. Outside hoses removed
- b. Inside water valves turned off. (The inside water valves are usually located in the basement ceiling area directly opposite each spigot's location.)
- c. Outside spigots open.

The Property Management Company may send out a reminder at the beginning of the season.

The Unit Owner is responsible for repair or replacement of outside spigots and valves.

## **10. 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 not less than 10 feet between the exterior surfaces of the grills and any combustible material and that the gas supply to the grill be in the closed position when the grill is not being used.

CT State Fire Code shall supersede any provision of the Association's Documents including these maintenance standards. Each Unit Owner must comply with the CT Fire Code. Please review the substantial Fire Code Amendments effective in 2015 which affect CT Common Interest Communities such as ours.

**11. 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 to at least the minimum standards required by the State of Connecticut and the municipality in which the Unit is located. This Section 11 shall only apply with respect to maintenance and repairs related to structural, electrical or plumbing.

**12. Reporting Association Required Maintenance**

In situations where the Association is responsible for Unit repair or maintenance and where problems occur during said maintenance, 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.

**13. Failure to Report Loss**

Unit Owners, Tenants, Occupants and/or guests must report damage to the Association immediately and must allow access to the Unit for purposes of adjusting a claim, inspecting a loss, and/or making repairs. Failure to comply may result in a partial or full denial of a claim by the Association's insurance provider. In such cases the Unit shall be assessed any and all shortfalls in insurance proceeds.

**14. HVAC Maintenance**

HVAC systems must have a regularly scheduled inspection performed by a licensed technician. Scheduling for this should either be annual or biennial, based on servicing company recommendations but never less than once every two (2) years. Inspection shall include the systems, air handlers, condensers, vents, flues, and all other portions of the system used for venting combustion gases or supplying combustion air and/or providing air conditioning. All maintenance, repair, replacement and/or cleaning must be completed at the time of inspection. Unit Owners are required to maintain receipt records from licensed and insured contractors verifying that the required HVAC systems' inspection and cleaning has occurred.

**15. Waste**

Nothing shall be flushed down any toilet other than bodily waste and toilet paper. By way of example, and not an exhaustive list, wipes, food, diapers, towels, and feminine products shall not be flushed down any toilet.

**16. Additional Maintenance Standards**

- 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 that 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, Water Heaters:** 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. **All stove hoods** will have grease screens and charcoal filters installed to prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept in clean, good order and repair by the Unit Owner. Screens are to be washed every six months and Charcoal Filters replaced annually.

#### **17. Compliance with Laws, Regulations, Ordinances, Codes and the Like**

Unit Owners and all residents, occupants, guest, tenants and invitees must abide by all Federal, State, and local laws, regulations, ordinances, codes, and the like. If the failure to do so results in a loss, the Unit Owner shall be responsible for any and all shortfalls in insurance proceeds whether resulting from a deductible, insurance exclusion, limitation on insurance, or otherwise.

#### **18. General Requirements**

- a. Failure to cooperate with the Association, including, but not limited to, authorizing access to the Unit for the purpose of mitigating damages, adjusting the claim, inspection or otherwise shall be a violation of these Maintenance Standards. Accordingly, if the Unit Owner/occupant/guest/tenant's action(s) or inaction(s) cause a denial/partial denial of an insurance claim, the Unit Owner of the Unit shall be responsible for any and all shortfalls in insurance proceeds.
- b. There shall be no storage of combustibles or hazardous materials (including but not limited to gasoline, propane tanks, etc.) inside Units or other enclosed spaces.
- c. 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.
- d. 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.
- e. 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.
- f. 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.

- g. 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.

**19. 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.

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 or the Association's Insurance Carrier.

These Maintenance Standards were approved by the Executive Board on 22 day of March, 2023.

WALDEN WOODS CONSERVANCY, INC.

By: 

President