

## **EXHIBIT B**

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

#### **MAINTENANCE STANDARDS – TOWNHOME COUNCIL**

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# **WALDEN WOODS A PLANNED COMMUNITY**

## **MAINTENANCE STANDARDS – TOWNHOME 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 Townhome Units only**.

All references to “Unit” or “Units” shall apply to the Townhome 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**

All units must have a chimney inspection annually. The Association may hire a contractor to perform the inspection, and if necessary, cleaning and repairs. All work will be completed by a properly licensed and insured contractor following all applicable local building codes. Cleaning and repairs will be billed back to each unit owner for the cost of service rendered to that unit. Unit Owner's shall provide the Association with access to the Unit for chimney inspection and cleaning upon request. A failure by the Association to hire a contractor to inspect and clean the chimneys annually shall not relieve the Unit Owners of responsibility.

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

All clothes dryers will have lint filters that will remain installed to prevent lint from accumulating in the vent duct. Dryer vents will be cleaned annually. Each Unit Owner is responsible for the cost of inspecting, cleaning, maintaining, repairing and replacing the dryer venting system. 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 if requested by the Association.

**3. Water Heater Replacement**

Water heaters must be replaced within its useful life. Any damage caused by a malfunctioning water heater past the age of its useful life, 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 to another Unit.

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

All washing machines, dishwashers, refrigerators and ice-makers must have reinforced 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. Plumbing**

No running water may be left unattended or allowed to cause overflow. Any leaky pipes, valves, seals, toilet gaskets, waste traps and running toilets must be promptly repaired by a licensed plumber. Discovery of running, leaking or seeping water must be reported immediately to the Association's Management Company.

**6. Smoke and Carbon Monoxide Detectors**

Smoke detectors are to be tested annually and back up batteries must be replaced as necessary. It is the responsibility of the unit owner to ensure that all smoke detectors found to not be in proper working order, are immediately repaired or replaced with the appropriate device.

**7. Heat in Units**

Each Unit Owner shall be responsible to continuously maintain heat at no less than 58 degrees Fahrenheit in all areas of the unit and 40 degrees in the garages. Should the unit become unoccupied for an extended period of time due to extended travel, death of a sole occupant, or similar, the unit owner or the unit owners estate must make arrangements to continue to monitor the unit and maintain heat. Townhome units contain a wet fire suppression system and failure to maintain heat can result in burst pipes and catastrophic damage. Always provide Management Company with a local emergency contact. Water valves shall be closed near the inside meter when a unit is to be vacant for more than seven (7) days.

**8. Outside Spigots**

Owner must shut off the water and properly winterize all spigots no later than December 1st of each year. Water may be turned on when temperatures are consistently above freezing. Spigots replaced shall be replaced using a "frost free valve" design. The Unit Owner is responsible for the cost to repair or replace all outside spigots.

**9. Gas Grills**

The use of charcoal, solid fuel grills or smokers 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 necessary clearance between the exterior surfaces of the grills and any combustible material. Gas supply to the grill shall be in the closed position when the grill is not being used.

**10. 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 applies with respect to maintenance and repairs related to structural, electrical or plumbing.

**11. Insulation and Attics**

Each Unit Owner is responsible for ensuring that attic insulation does not block, cover or interfere with soffit vents.

**12. Failure to Report Loss**

Unit Owners, Tenants, Occupant 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.

**13. HVAC Maintenance**

HVAC systems must have a full annual inspection performed by a licensed technician. 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 should 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.

**14. Waste**

Nothing shall be flushed down any toilet other than bodily waste and toilet paper. Disposable Wipes, diapers, towels, and feminine products shall not be flushed down any toilet.

**15. Additional Maintenance Standards**

Townhome Units (all except units 10 and 12 Rhodora Terrace and 24 and 26 Last Leaf Circle) contain an active automatic wet sprinkler system. Each unit has a combination of concealed, pendent and sidewall style sprinkler heads installed throughout the unit. Do not paint over, hang or attach anything to these devices. Doing so could damage the liquid filled bulb causing sprinkler head activation and subsequent water damage.

**16. Compliance with Laws, Regulations, Ordinances, Codes**

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 owner shall be responsible for any and all shortfalls in insurance proceeds whether resulting from a deductible, insurance exclusion, limitation on insurance, or otherwise.

**17. 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.

**18. 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