

**WOODLAND HEIGHTS CONDOMINIUM ASSOCIATION INC.  
MAINTENANCE STANDARDS**

**SECTION 1 – HOT WATER HEATERS  
MAINTENANCE, REPAIR AND REPLACEMENT**

Section 1.1. Unit Owner Responsibility for Maintenance, Repair and Replacement of Hot Water Heaters: Each Unit Owner shall be responsible for maintenance, repair and replacement of the hot water heater that services their Unit.

Section 1.2. Mandatory Replacement of Hot Water Heaters Every 10 Years: Each Unit Owner shall replace the hot water heater that services their Unit not more than 10 years from the date the then present hot water heater was installed in their Unit. Each Unit Owner shall be responsible to file a new Hot Water Heater Registration Form with the Condominium Association within 30 days of the date that a new hot water heater is installed. Each Unit Owner shall also provide reasonable evidence concerning the purchase and installation of the new hot water heater.

Section 1.3 Automatic Shutoff. Each Unit Owner shall install an automatic shutoff valve on any water heater located within the boundaries of the Unit. Each Unit Owner shall provide the Association with documentation satisfactory to the Association confirming that an automatic shutoff valve has been installed on each and every water heater located within the boundaries of the Unit.

Section 1.4. Condominium Association List of Preferred Vendor: The Condominium Association shall maintain a preferred list of one or more vendors that will be available to Unit Owners for maintenance, repair and replacement of hot water heaters. This list shall include specific information including hot water heater brand names and price lists for the services that may be required. Each Unit Owner may, but is not required, to contract with the preferred vendor for maintenance, repair and replacement of their hot water heaters

**SECTION 2 – CLOTHES WASHER CONNECTIONS AND DISHWASHER  
CONNECTIONS; MAINTENANCE REPAIR AND REPLACEMENT**

Unit Owner responsibility for maintenance, repair and replacement of clothes washer and dishwasher connections: Each Unit Owner shall be responsible for maintenance, repair and replacement of clothes washers and dishwashers connections. Washing machine hoses must be steel braided and turned off when the Unit is vacant.

### **SECTION 3 – UNIT OWNER RESPONSIBILITY TO MAINTAIN HEAT IN UNIT DURING WINTER**

Each Unit Owner shall during the winter months (December 1 through April 30) be responsible to maintain heat of not less than 58 degrees Fahrenheit in all living areas contained within the boundaries of the Unit.

### **SECTION 4 – TOILETS AND PLUMBING FIXTURES; MAINTENANCE REPAIR AND REPLACEMENT; EVIDENCE OF RUNNING WATER AND/OR MOLD**

Section 4.1. No running water spigots may be left unattended or allowed to cause overflow. Outdoor water spigots shall be winterized to prevent freezing. All leaky pipes, valves and running toilets must be promptly repaired. Each Unit Owner shall be responsible for maintenance, repair and replacement of plumbing fixtures within their Unit in order to prevent water damage in their Unit and any other Unit. Each Unit Owner shall be responsible to prevent running toilets or other water fixtures in order to avoid excessive water usage costs to the Association.

Section 4.2. Reporting of Leaks and Mold Conditions. 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. Each Unit Owner shall be responsible to report evidence of mold or conditions that could lead to mold immediately to the Association.

### **SECTION 5 – 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 which 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 which performs work on the Unit.

## **SECTION 6 – SMOKE DETECTORS**

Each Unit Owner shall be responsible on an annual basis for an inspection of any smoke detectors which serve only his or her Unit. Where batteries are utilized in smoke detectors, batteries shall be replaced by the Unit Owner 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 its 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 have occurred.

## **SECTION 7 – 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 without written permission from the Executive Board.

## **SECTION 8 – 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 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.

## **SECTION 9 - 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.

## **SECTION 10 - ASSOCIATION RIGHT OF ACCESS TO UNITS**

The Association shall have the right to enter Units in order to monitor and enforce these maintenance standards. The Association, except in the case of genuine emergency, shall provide reasonable notice to the Unit Owner in order to request access. The

Association right of access may be used during winter months if a Unit appears to be vacant in order to make certain that heat is being maintained in the Unit. If the Unit Owner does not make reasonable arrangements for the Association to access the Unit following such request, the Association may seek a Court order to gain access. Any costs incurred by the Association including reasonable attorney's fees in connection with gaining access to a Unit shall be assessed against the Unit Account of such Unit.

**SECTION 11 – 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. All costs as set forth herein may be assessed against the Unit account following notice of hearing to the Unit Owner and hearing before the Executive Board.