

**Whispering Pines Village Association, Inc,**

**MAINTENANCE STANDARDS**

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# **Whispering Pines Village Association, Inc,**

## **MAINTENANCE STANDARDS**

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.

### **1. 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. Although the Association may arrange from time to time for a contractor to perform the cleaning, it does not remove the responsibility of the Unit Owner to ensure that the dryer vent is cleaned per the requirements of the Association. Each Unit Owner is responsible for the cost of inspecting, cleaning, maintaining, repairing and replacing Dryer Vents. 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 as requested by the Association.

### **2. HVAC Maintenance**

HVAC Units must have a full annual inspection performed by a licensed technician. Inspection shall include the systems, vents, and flues used for venting combustion gases or supplying combustion air. All maintenance, repair, replacement and/or cleaning deemed required upon inspection must be completed at the time of inspection or, if not feasible for the technician, at the earliest feasible time. Unit Owners are required to maintain receipts or records from licensed and insured contractors verifying that the required HVAC inspection and cleaning has occurred.

### **3. Water Heater Replacement**

Water heaters must be replaced within their useful life, but at minimum every ten (10) years. Any damage caused by a malfunctioning water heater past the age of its useful life (or ten years, whichever is sooner), 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, 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 aforesaid presumption may be rebutted by the Unit Owner by providing proof to the Association, satisfactory to the Association, that the water heater in question had not exceeded its anticipated life.

### **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.

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#### **5. Toilets and Plumbing**

No running water spigots may be left unattended or allowed to cause overflow. Outdoor spigots must be winterized to prevent freezing. All leaky pipes, valves, toilet seals, toilet gaskets, waste traps and running toilets 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 Detectors and Carbon Monoxide Detectors**

Smoke and Carbon Monoxide detectors are to be tested in January and July each year. Batteries must be replaced annually in January. It is the responsibility of the Owner to ensure that any and all smoke detectors found to not be in working order are replaced with the appropriate device (verify if device is 110 volt hardwired with 9 volt battery backup and whether interconnected with other smoke detector devices within the Unit or building). **To be completed in January and July.** Smoke and Carbon Monoxide detectors should be replaced every 10 years.

#### **8. Heat in Units**

Each Unit Owner shall be responsible to continuously maintain heat at no less than 58 degrees Fahrenheit in all areas contained within the boundaries of the Unit. In case of the Unit being unoccupied for a period of five (5) days or more, the Unit Owner must provide the Management Company with a local emergency contact. The emergency contact must inspect the vacant Unit at least once every three (3) days to check for proper functioning of the heating system, frozen pipes, water leaks, or any other issues that may arise in the resident's absence. In lieu of having the Unit inspected once every three (3) days the Unit Owner may purchase, install and maintain a "Freeze Alarm."

#### **9. Outside Spigots**

If the shut off for the spigot is inside the Unit, the Owner must shut off the water and properly winterize the spigot by December 1<sup>st</sup> of each year. Water may be turned on after April 15<sup>th</sup>. Valves replaced shall be replaced using a "frost free valve."

#### **10. Grill Safety**

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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 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 the repairs or installations to any Unit or Limited Common Element not performed by licensed and insured professionals in accordance with 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. Insulation and Attics**

Each Unit Owner is responsible for ensuring that attic insulation does not block, cover, or interfere with soffit vents. There is a rebuttable presumption that insulation has been properly installed to not block, cover, or interfere with soffit vents. Unit Owners are on notice that the Association does not inspect individual attics on a routine basis and accordingly the Association is not able to ascertain whether insulation is blocking, covering, or interfering with soffit vents. Accordingly, each Unit owner is responsible for inspecting and ensuring that attic insulation does not block, cover, or interfere with soffit vents.

#### **13. Reporting Association Required 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.

#### **14. 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.

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#### **15. 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 or 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 flammables or hazardous materials (including but not limited to gasoline, propane tanks, etc.) inside the Units, garages, or other enclosed spaces.
- c. Unit Owners are responsible for notifying all residents, occupants, guests, tenants and/or invitees of the 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.

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- 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.

#### **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 labelled on or in the circuit boxes. Electrical breakers shall not be connected to more than one electrical conductor.
- b.** Hot Water Tanks: 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 the drain connects to any common piping or travels beyond the boundaries of the Unit, an approved variance request is required.
- c.** Doors/Windows: The Unit Owner shall ensure that all windows and doors are properly closed and latched to prevent damage from precipitation, snow, or wind.

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- d. Exterior Doors, Storm Doors, Garage Doors and Shutters: All exterior front doors must be painted Tri-corn black, satin finish. All garage doors must be white in color. All shutters must be black in color. All storm doors must be black full glass doors. Rear exterior entry doors may remain white or be painted Tri-corn black.
- e. Deck Stain: The color of deck stain applied to any wood deck in the community shall be in accordance with standards designated by the Board of Directors.
- f. Composite Deck Improvements: The color and style of any installation of composite decking in the community shall be in accordance with standards designated by the Board of Directors.
- g. Fencing: Any fencing installed by Unit Owners (whether for partition or other purposes) shall be solid, white vinyl fencing and its placement, style, height and length shall be subject to approval by the Board of Directors.
- h. Mulch: The color of mulch used anywhere in the community shall be in accordance with standards designated by the Board of Directors.
- i. Sidewalks/Stoops: Unit Owners shall not use sodium chloride (rock salt) on any exterior concrete surfaces, such as walks and stoops, to melt ice since the freeze/thaw cycle it creates will cause damage to the surface of the concrete.

**17. 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.

These Maintenance Standards were approved by the Board of Directors on the 29<sup>th</sup> Day of November, 2021.

**Whispering Pines Village Association, Inc.**

By: 

**Arthur Quinn, President**