

**MAINTENANCE, REPAIR AND REPLACEMENT STANDARDS
OF
WALNUT TREE VILLAGE PHASE I COUNCIL, INC.**

1. LICENSED AND INSURED CONTRACTORS

Any maintenance, repair and replacement activity authorized by a Phase I 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 Phase I Unit or any Limited Common Element to be maintained, repaired and replaced by the Phase I 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 Phase I Unit is located. Upon request made by the Phase I Council, the Phase I Unit Owner shall provide the Phase I Council with documentation satisfactory to the Phase I Council with regard to the licensing and insurance maintained by any contractor which performs work on the Phase I Unit.

2. WATER HEATERS

Phase I Unit Owners shall maintain, repair and replace any water heating device located within the boundaries of their Phase I Unit, such that the water heater is kept in a good state of repair and is removed and replaced on or before the expiration of its anticipated useful life. Phase I Unit Owners shall provide the Phase I Council with access to the Phase I Unit when requested by the Phase I Council for the purpose of allowing the Phase I Council to evaluate the current condition of water heaters and to establish the date upon which any water heater is to be replaced. Upon receiving written notice from the Phase I Council that any water heater is to be removed or replaced due to any defect discovered by the Phase I Council during inspection or due to the expiration of the water heater's useful life, the Phase I Unit Owner shall repair or replace the water heater pursuant to the Phase I Council's direction and shall provide the Phase I Council with documentation satisfactory to the Phase I Council verifying compliance with the Phase I Council's directive within thirty (30) days of receiving such written notice from the Phase I Council.

3. HEAT DURING WINTER MONTHS

Each Phase I Unit Owner shall during the winter months (December 1 through April 30) continuously maintain a minimum temperature of at least 58 degrees Fahrenheit in all living areas contained within the boundaries of the Phase I Unit.

4. DRYER VENTS

All clothes dryers will have lint filters which will remain installed to prevent lint from accumulating in the vent duct. Every two (2) years, each Phase I Unit Owner shall be responsible for cleaning any dryer vent which serves only his/her/its Phase I Unit. The Phase I Unit Owner may schedule dryer vent cleaning with a contractor selected by the Phase I Council or, in the event the Phase I Unit Owner wishes to use his/her/its own contractor, the

Phase I Unit Owner shall send to the Phase I Council a paid receipt received from the contractor verifying that the required dryer vent cleaning has occurred.

5. GREASE SCREENS

All stove hoods and other ventilation systems that can collect grease will have screens installed to prevent grease from accumulating in the vent duct. All such screens will be kept in clean, good order and repair by the Phase I Unit Owner.

6. HOSES

Connection hoses utilized between any water source and any washing machines, dishwashers, sinks, toilets and/or refrigerators shall be metal braided safety supply hoses designed to prevent or greatly reduce the potential for hose failure and resulting escaped water. The Phase I Unit Owner shall provide the Phase I Council with access to the Phase I Unit upon request made by the Phase I Council for purposes of verifying that all of the aforementioned appliances are fitted with metal braided safety supply hoses.

7. REPORTING LEAKS

Each Phase I Unit Owner acknowledges that serious damage to the Phase I Council Area is likely to occur where a leak or other condition of escaping water is identified by the Phase I Unit Owner but is not reported to the Phase I Council on a timely basis. Accordingly, each Phase I Unit Owner shall owe a duty to the Phase I Council and the other Phase I Unit Owners in the Phase I Council Area to report to the Phase I Council 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.

8. HEATING AND AIR CONDITIONING SYSTEMS

Each Phase I Unit Owner shall be responsible on an annual basis for having the heating and air conditioning systems which serve his/her/its Phase I Unit inspected and cleaned. The Phase I Unit Owner may schedule inspection and cleaning with a contractor selected by the Phase I Council or, in the event the Phase I Unit Owner wishes to use his/her/its own contractor, the Phase I Unit Owner shall send to the Phase I Council a paid receipt received from the contractor verifying that the heating and air conditioning systems' required inspection and cleaning has occurred. Notwithstanding the foregoing, each Phase I Unit Owner shall also be responsible for having filters of the heating and air conditioning systems replaced twice a year.

9. SMOKE AND CARBON MONOXIDE DETECTORS

Each Phase I Unit Owner shall be responsible on an annual basis for an inspection of any smoke and carbon monoxide detectors which serve only his/her/its Phase I Unit. Where batteries are utilized in smoke and carbon monoxide detectors, batteries shall be replaced by the Phase I Unit Owner at least annually. The Phase I Unit Owner may schedule smoke and carbon monoxide detector inspection and battery replacement, if any, with a contractor selected by the Phase I Council or, in the event the Phase I Unit Owner wishes to use his/her/its own

contractor, the Phase I Unit Owner shall send to the Phase I Council a paid receipt received from the contractor verifying that inspection of the smoke and carbon monoxide detectors and, where batteries are utilized, battery replacement have occurred.

10. ELECTRICAL CIRCUITS AND OUTLETS

Total electrical usage both in the aggregate and per circuit in any Phase I Unit shall not exceed the capacity of the circuits which serve the Phase I 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 Phase I Council.

11. DECKS

Phase I Unit Owners must keep any deck which is appurtenant to his/her/its unit, free of snow, leaves and/or any debris. Phase I Unit Owners shall also be responsible, every three (3) years, for having the deck which serves only his/her/its Phase I Unit cleaned and stained. The Phase I Unit Owner may schedule deck cleaning and staining, with a contractor selected by the Phase I Council or, in the event the Phase I Unit Owner wishes to use his/her/its own contractor, the Phase I Unit Owner shall send to the Phase I Council a paid receipt received from the contractor verifying that required deck cleaning and staining have occurred.

12. FIREPLACES

Each Phase I Unit Owner shall be responsible on an annual basis for having the fireplace which serve his/her/its Phase I Unit inspected and cleaned. The Phase I Unit Owner may schedule inspection and cleaning with a contractor selected by the Phase I Council or, in the event the Phase I Unit Owner wishes to use his/her/its own contractor, the Phase I Unit Owner shall send to the Phase I Council a paid receipt received from the contractor verifying that the fireplace's required inspection and cleaning has occurred.

13. GENERAL STANDARD OF CARE

Each Phase I Unit Owner acknowledges that the Phase I Council's property insurance costs are positively impacted by the diligent maintenance, repair and replacement of the Phase I Units, the fixtures and improvements located within the boundaries of the Phase I Units and the Limited Common Elements which the Phase I Unit Owners are required to maintain, repair and replace. Each Phase I Unit Owner shall be under a duty to use reasonable care to maintain, repair and replace his/her/its Phase I Unit, the fixtures and improvements located within the boundaries of the Phase I Unit and the Limited Common Elements which the Phase I Unit Owner is required to maintain, repair and replace. It is expected that the Phase I Unit Owner will use the same level of care in performing his/her/its maintenance, repair and replacement obligations which a typical homeowner living in a single family home not part of a common interest community would observe.

14. UNIT OCCUPANT RESPONSIBILITIES

Each Phase I Unit Owner shall be responsible for ensuring that any tenant, guest, invitee or other occupant of the Phase I 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 " Phase I Unit Owner" shall also include any tenant, guest, invitee or other occupant of the Phase I Unit.