

THE FAIRWAYS AT TORRINGTON ASSOCIATION, INC.
MAINTENANCE STANDARDS

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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. Chimney Inspection and Cleaning

There is a mandatory chimney inspection and cleaning program. All units must have a chimney inspection every other year during even numbered years (2026, 2028, 2030, etc...). The Association may hire a contractor to perform the inspections and if necessary, cleaning and repairs. Cleaning and any repairs needed will be performed by the contractor and billed back to the Unit Owner for the cost of services 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 Board of Directors to hire a contractor to inspect and clean the chimneys annually shall not relieve the Unit Owners of responsibility. In such cases each Unit Owner is responsible for having his or her chimney inspected and cleaned by a licensed and insured contractor.

2. Dryer Vent Cleaning

All clothes dryers will have lint filters which will remain installed to prevent lint from accumulating in the vent duct. Dryer vents must be cleaned every other year during odd numbered years (2027, 2029, 2031, etc...). 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. Pursuant to the Declaration at Article 5.2, 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.

3. Water Heater Replacement

A Unit's water heater must be replaced within 10 years of the date of installation. If the date of installation is not known, it must be replaced within 10 years of the date of manufacture. 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, 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 sufficient proof to the Association that the water heater in question had not exceeded its anticipated useful life.

4. Washing Machines

All washing machines must have reinforced steel/metal braided hoses designed to prevent or greatly reduce the potential for hose failure and resulting water damage.

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 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's Management Company 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

Smoke 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.**

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, the Unit Owner must provide the Management Company with a local emergency contact. The emergency contact must inspect the vacant Unit at least once per week 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 1st of each year. Water may be turned on after April 15th. Valves replaced shall be replaced using a "frost free" valve.

10. Grill Safety

Common Buildings (#'s 6, 7, 8, 9 and 12):

Grills of any kind are prohibited from being stored or used on decks and ground floor patios. This is per the State Fire Code and at the direction of the City Fire Marshall.

Grills are only permitted to be stored or used in Common Elements near these buildings with the written approval of the Board of Directors. Owners desiring to do so should discuss this first with our property manager and must receive

prior written approval to use any grill. A community grill is available for use to all residents near Building 7.

St Andrews Close:

Grills cannot be used or stored on enclosed decks or balconies. Grills shall be used and stored at least five feet away from a building. It is suggested that grills therefore be stored and used on a resident's driveway at the required distance to ensure compliance with this requirement.

Owners of units without a driveway (#'s 2 to 4, 13 to 18) or who do not wish to store or use a grill on their driveway should contact our property manager to determine a suitable location

Two Level Townhouses:

Grills may be stored and used on a deck or patio as long as the grill is at least 5 feet away from the building. Therefore, the grill should be placed at the farthest end of the deck or patio away from the building.

Owners of One Level Townhouses (99 through 110 Berkshire Oval and Spyglass Court):

Grills may be stored and used on a deck or patio as long as the grill is at least 5 feet away from the building. Again, grills shall be placed at the farthest end of the deck or patio away from the building. Grills may not be used on an enclosed deck or balcony. In that situation the Owner should contact our property manager to determine a suitable location.

Charcoal grills and fire pits, etc. are strictly prohibited. Grills and tanks may not be stored or used in a garage or other enclosed space. Do not leave a grill unattended while in use.

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 with 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 so as 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 the Association's Management Company 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, 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.

15. 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 must be completed at the time of inspection. Unit Owners are required to maintain receipts or records from licensed and insured contractors verifying that the required HVAC inspection and cleaning has occurred.

16. 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.

17. Smoking

Unit Owners and all residents, occupants, guest, tenants and invitees must extinguish cigarettes, cigars, and other items properly and in a manner that does not cause smoke or fire damage.

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

19. 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 paints, thinners, gasoline, propane tanks, etc.) inside Units, garages, 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 Owner.
- d. All maintenance, inspections, and repairs to Units must be done by licensed and insured contractors. The contractor must obtain permits for work when 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.

20. Additional Maintenance Considerations

- 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 which 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: 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. Doors/Windows/Garage Doors: Unit Owners must properly maintain these items by repairing or replacing as needed. The Unit Owner shall ensure that

all windows and doors are properly closed and latched to prevent damage from precipitation or wind.

- d. Humidifiers: Occupants shall ensure that in-line humidifiers (if installed) are turned off during the summer months and turned on during the winter months. If condensation appears on the inside of windows, the humidifier must be turned down. The humidifier filter shall be cleaned as needed.
- e. Sump Pumps: If a sump pump is present in a Unit, it must be plugged in at all times. Occupants shall pour water in the sump pit once per year in order to ensure that the pump is working.
- f. Occupants shall immediately contact the Association's management company if they become aware of any drainage issues such as ponding of water against the foundation, clogged exterior drains, ice dams or clogged gutters on the roof, or if they become aware of any evidence of running or seeping water.
- g. Occupants shall regularly check all caulking around tubs, showers, toilets, and sinks to ensure that moisture does not penetrate walls.
- h. In the event an Occupant receives approval from the Executive Board for the installation of anything on the exterior of the building such a satellite dish, antenna, flagpole, planter, etc... it is the responsibility of the Occupant to ensure that any penetrations are properly caulked or flashed to prevent water infiltration.

21. 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 Owner's failure to comply with these Maintenance Standards in accordance with Subsection 19.2(i) of the Declaration.

These Maintenance Standards were approved by the Executive Board on October 16, 2025.

**THE FAIRWAYS AT TORRINGTON
ASSOCIATION, INC.**

By: *Gina Profita*

Its President