

TOWN HOUSE ON THE SQUARE CONDOMINIUM  
NEW HAVEN, CONNECTICUT

## MAINTENANCE STANDARDS

The following Maintenance Standards of Town House on the Square Condominium Association, Inc. ("Association") have been devised in accordance with the Condominium Declaration and Bylaws. These standards are intended to protect the property of all Unit Owners and/or residents. Each owner and/or resident has an obligation to abide by the Maintenance Standards in order to protect the integrity of the Association's property, and the requirements imposed herein address common causes of insurance claims. Adherence to these Maintenance Standards by owners, employees, lessees, renters or guests is the responsibility of the owners. Where the context requires, the term "Unit Owner" shall also include any tenant, guest, invitee or other occupant of the Unit.

- 01 **HOT WATER HEATERS.** Each Unit Owner shall be responsible for the maintenance, repair and replacement of the hot water heater that services the Unit. The installation and replacement dates of the hot water heater shall be clearly marked on the tank at the time of installation. The replacement date shall correspond to the length of the warranty. Each Unit Owner shall replace the hot water heater that services the Unit not later than the rated life of the hot water heater. When replaced, a drain pan shall be placed below the hot water heater. Additional requirements shall be made for the installation of a tankless water heater:
1. A proposal for installation must be submitted to the Board through the management company.
  2. The owner shall provide a signed letter guaranteeing that any costs incurred with replacing damaged wooden slats or to the building structure shall be covered by the owner.
  3. All piping must be hidden behind the wooden slats and must not be visible from the street. Any piping that travels through concrete, cinder block, or the building parapet shall be enclosed in a waterproof sleeve and sufficiently caulked. All pvc piping shall be painted Benjamin Moore 1547 Dragon's Breath prior to installation.
  4. A licensed contractor shall provide a certificate of insurance to the management company. The management company can provide contact information for a plumber with knowledge of this installation at THOTS.
- 02 **CLOTHES WASHER, REFRIGERATOR AND DISHWASHER CONNECTIONS.** Each Unit Owner shall be responsible for maintenance, repair and replacement of clothes washers, refrigerators and dishwashers connections. Washing machine, refrigerator and dishwasher hoses must be steel braided and washing machine hoses must be turned off when the Unit is vacant.
- 03 **CLOTHES DRYER VENT.** The Association shall be responsible to clean dryer vents. The cost of the same shall be assessed to the Unit Owners. Unit Owners shall provide access to the dryer vents as necessary to facilitate the cleaning. Unit Owners are responsible for the maintenance and replacement of the dryer vent pipe. All vent pipes shall be made of metal and segments of flexible duct shall be limited to prevent the buildup of lint within the duct. If it is determined that the ductwork is not installed per current code requirements, the Unit

Owner shall be responsible for immediately repairing the ductwork and bringing it into compliance with the current code requirements.

- 04 **RESPONSIBILITY TO MAINTAIN HEAT IN THE WINTER.** Each Unit Owner shall, during the winter months, (November 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.
- 05 **PLUMBING FIXTURES, VALVES AND PIPES.** No running water spigots may be left unattended or allowed to cause overflow. Each Unit Owner whose Unit or associated Limited Common Elements contain an outdoor water spigot is responsible for winterizing the spigot to prevent freezing. The spigot is a Common Element and any repairs are the responsibility of the Association. Each Unit Owner is responsible for promptly repairing all leaky pipes, valves and running toilets to avoid excessive water usage costs and moisture in the Unit. Each Unit Owner shall be responsible for maintenance, repair and replacement of plumbing fixtures within his/her Unit in order to prevent water damage in his/her Unit and any other Unit. Each Unit Owner shall report to the Managing Agent of the Association any leak or other condition resulting in escaped water immediately after identifying 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 Managing Agent of the Association.
- 06 **PLUMBING MODIFICATIONS.** The condominium was originally built as apartments and at the time no consideration was made for separate water service to the units. Due to this layout, work on the cold water lines requires either shutting off water at each fixture or shutting off the entire building. During renovations, shutoff valves should be added adjacent to the replaced fixture on the cold water pipe prior to repair in order to limit the disruption of water service to neighbors. A valve shall be installed on the hot water line between the hot water heater and the fixtures within the unit. The water shut off for the Greene Street building is in front of 281 Greene Street and the shut off for the Hughes Place building is in front of 5 Hughes Place. *One week's notice* shall be given by the Owner before the shut off of water to a building. The best way to notify residents is to use the group email address for the Association and to distribute a printed notice to ensure that those who do not use email are notified. The work will only affect the 16 Units in each individual building where work is performed. The notice should indicate the date of the shutoff and a period of no more than two hours when the shutoff will occur. Work during the shutoff period should be limited to the installation of shutoff valves at each location where work is required in order to reduce the time. The period of time should avoid the early morning when residents are getting ready for work and the time around noon. The recommended time for non-emergency repairs is between 9:30am and 11:30am or 1:30am and 3:30pm on weekdays only.
- 07 **SEWER LINE CLEANING.** The Association shall be responsible for the cleaning of shared waste water pipes bi-annually. Unit Owners shall provide access to plumbing cleanouts or fixtures as required.
- 08 **LICENSED CONTRACTORS.** Any maintenance, repair and replacement activity associated with structural, plumbing or electrical work 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 who is licensed and insured to at least the minimum standards required by the State of Connecticut and the City of New Haven. 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.

- 09 **SMOKE ALARMS.** Each Unit Owner shall be responsible to install and on an annual basis shall be responsible for an inspection of any smoke alarms which serve his or her Unit. Where batteries are utilized in smoke alarms, batteries shall be replaced by the Unit Owner at least annually. A carbon monoxide sensor should be installed. When electrical work is performed within a Unit, smoke alarms and carbon monoxide sensors shall be installed in such a way to meet current codes.
- 10 **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.
- 11 **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 fixtures and improvements located within the boundaries of the Units which the Unit Owners are required to maintain, repair and replace. Each Unit Owner shall use reasonable care to maintain, repair and replace the fixtures and improvements located within the boundaries of the Unit. 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.
- 12 **RESPONSIBILITY FOR EXTERIOR BUILDING ELEMENTS.** Each Unit Owner shall be responsible for maintenance, repair and replacement of plumbing servicing one Unit exclusively, including gas pipes. Each Unit Owner shall be responsible for maintenance, repair and replacement of his or her mailbox and key, exterior doors and hardware, exterior screen doors, window hardware and screens, doorbell and electric light fixtures.
- 13 **SNOW AND ICE.** The Association is responsible for hiring a contractor to remove snow from the Common Elements, including the stairs and paths to doors and applying ice melt to those areas. Snow conditions may warrant additional snow removal or ice melt application at times or at a frequency that the Association appointed contractor is unable to accommodate. In order to maintain safe walking surfaces, Unit Owners, as they deem necessary, shall apply ice melt and remove melting snow within the Limited Common Elements to prevent melting and freezing which would result in icy conditions. Two Bedroom Unit Owners shall attempt to remove snow without placing it in the patio outside of the One Bedroom Units.
- 14 **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.
- 15 **ASSOCIATION RIGHT OF ACCESS TO UNITS.** 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 impose fines and seek a court order to allow access to the Unit without the Unit Owner's consent. In such a 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.

- 16 **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 his or her 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.

APPROVED BY THE BOARD OF DIRECTORS ON \_\_\_\_\_.