



## 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. Any use of the phrase "Unit Owner" below shall be construed to refer to any of these.

### **1. Dryer Ducting and Vents**

All clothes dryers must utilize lint screens to prevent lint from accumulating in the dryer and vent duct. Dryer lint screens shall be cleaned out between each use. Dryer ducts and vents must be cleaned annually. Although the Association may arrange from time to time for a contractor to perform the cleaning, the Unit Owner is ultimately responsible for this cleaning. Dryer hoses must be rigid metal such as galvanized metal or aluminum. Plastic or vinyl are specifically not permitted. Each Unit Owner is responsible for the cost of inspecting, cleaning, maintaining, repairing and replacing dryer ducts and all other components internal to the Unit. Inspections and repairs must be performed by a properly licensed and insured contractor following all applicable local building codes.

### **2. Fireplace Vents**

Only natural gas fireplaces are permitted. Fireplaces may not use any other combustible material. All gas fireplaces must vent to the outside. Fireplaces, fireplace components, and vents must be inspected and cleaned at least annually before the start of each winter season. The exterior fireplace vent must be inspected for any indication of burning, melting, or warping of the vinyl siding. Any of these indications must be immediately reported to the Association and fireplace use must be discontinued until the underlying cause of any issue is fixed by a licensed and insured professional.

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

Water heaters must be replaced by the expiration of the water heater's original manufacturer warranty. Property damage caused by a malfunctioning water heater which is past its original manufacturer warranty expiration will be the responsibility of the Unit Owner

whose Unit is served by the heater. In the event any loss, claim, damage or expense caused by a malfunctioning water heater, there shall be a presumption that the water heater failed because it was not replaced prior to the expiration of its warranty unless evidence to the contrary—such as a sales receipt and warranty documentation—is produced by the Unit Owner.

#### **4. Water Feed Lines**

All washing machines, toilets, refrigerators, and other water-consuming appliances must have reinforced steel/metal braided hoses designed to prevent or greatly reduce the potential for hose failure and resulting water damage. Rubber hoses or hoses with rubber parts are not acceptable. All Unit Owners shall install steel braided, Flood-Check, or equivalent hoses to serve high-pressure water to washing machines, dishwashers, sinks, toilets, refrigerators, or similar appliances. Water lines connected to washing machines must be turned off when a Unit is vacant for at least two (2) days. Unit Owners are strongly encouraged to consider purchasing an automatic water shutoff system consisting of sensors to detect the presence of water throughout the Unit and a means of shutting off water to the Unit in the event that water is detected.

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

Water spigots may not be left unattended or allowed to cause overflow. 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. Fire Extinguisher, Smoke Detectors & Carbon Monoxide**

Every Unit shall have, on each floor, a working, adequately charged, unexpired fire extinguisher in an area where all occupants can easily find it. The expiration date of the extinguisher shall be checked twice a year when Daylight Saving Time begins and ends. Smoke detectors and carbon monoxide 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 and carbon monoxide 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 or carbon monoxide devices within the Unit or building). **To be completed in January and July.**

## **7. Heat in Unit**

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. Air conditioning shall be kept on and set below 80 degrees during the summer even while homes are vacant to ensure that humidity levels do not get high enough for mold growth. 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. Occupants shall not use any auxiliary portable (i.e. kerosene, propane, LPG, wood, pellet etc.) inside their Units.

## **8. Outside Spigots**

Exterior spigots must be shut off from inside the Unit by the date of the first frost or November 1st of each year—whichever is sooner. As part of this process, the water to the spigot should be shut off from the utility room and the spigot on the outside should be opened to allow any remaining water to fully drain. The water supply may be turned on again on or after April 15<sup>th</sup> of each year. Valves replaced shall be replaced using a "frost free valve".

## **9. Grill Safety**

The use of charcoal or solid fuel grills anywhere on Association property is prohibited. Only natural gas or propane grills are permitted. For propane grilling, a propane tank not to exceed 20 lb must be used. Unit Owners may only use natural gas if the Unit was equipped with a natural gas line to the deck at the time of initial construction. Natural gas lines may under no circumstance be installed later. If a natural gas line is not present, propane must be used for grilling. Each Unit Owner having a gas grill needs to ensure that it is in safe working condition and is operated safely, including but not limited to: providing adequate space between the exterior surfaces of the grills and adjacent surfaces, that the grill be located at least five (5) feet away from the building structure or any overhangs, that a fire-resistant mat be kept under the grill at least while in use, and that the gas supply to the grill be in the closed position when the grill is not being used. Pursuant to CT State fire code: any propane tank the size of 20 lbs or larger may not be carried through or stored inside the building.

## **10. Work to be Performed by Licensed Professionals**

Each Unit Owner shall be liable 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 at least the minimum standards required by the State of Connecticut and the municipality in which the Unit is located.

#### **11. 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.

#### **12. Use of Appliances While Absent**

Unit Owners shall not leave appliances with the potential to cause significant damage such as washing machines, dryers, and stoves, running while they are not in the Unit or nearby the appliance.

#### **13. Caulking**

Occupants shall regularly check all caulking around tubs, showers, toilets, and sinks to ensure that moisture does not penetrate walls.

#### **14. Sump Pumps**

If a sump pump is present in a Unit, it must always be plugged in. Occupants shall pour water in the sump pit once per year in order to ensure that the pump is working.

#### **15. Association-Approved Installations**

In the event a Unit Owner receives approval from the Board of Directors for the installation of anything on the exterior of the building such as a satellite dish, antenna, flagpole, planter, etc., it is the responsibility of the Unit Owner to ensure that any penetrations are properly caulked or flashed against water infiltration.

In the event a Unit Owner receives approval from the Board of Directors for the installation of a storm or screen door, it is the responsibility of the Unit Owner to ensure that weep holes are installed so that no moisture can build up between the two doors.

#### **16. Hazardous Waste**

Hazardous waste shall not be placed in any refuse container or poured down any drain. Trash shall not be stored in any manner as to facilitate the spread of fire or encouragement of vermin.

## **17. Heating and Cooling Systems**

HVAC units must have a full inspection at least annually; systems should be serviced by a licensed technician every spring and fall, with furnace filters replaced as needed. The annual inspection shall include the systems, vents, flues used for venting combustion gases or supplying combustion air. All repairs, cleaning, and maintenance must be completed at the time of inspection. Unit Owners are required to maintain receipt records from contractors verifying that the required HVAC inspection and cleaning has occurred.

## **18. General Requirements**

- a. 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.
- b. 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.
- c. Each Unit Owner acknowledges that the Association's property insurance costs are positively impacted by the diligent maintenance of the Unit, as well as repair and replacement of fixtures and appliances located within the boundaries of the Units and the Limited Common Elements. Each Unit Owner shall be under a duty to use reasonable care to maintain and repair the Unit and any fixtures or appliances located within the boundaries of the Unit and the Limited Common Elements. Unit Owners must 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 that is not part of a common interest community would observe.
- d. 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, or performing emergency installations, adjustments, alterations, or repairs necessary to protect the safety of the Unit and the Association, or 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.

## **19. 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 that serve the Unit as labeled on or in the circuit boxes. Electrical breakers shall not be connected to more than one electrical conductor. No electrical device creating electrical overloading of standard circuits may be used in any Unit.
- 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:** The Unit Owner shall ensure that all windows and doors are properly closed and latched to prevent damage from precipitation, snow or wind.

- 20.** Unit Owners should retain copies of any documentation related to their compliance with the maintenance requirements set forth herein in order to provide them to the Association in the event that documentation of such compliance is requested.

**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 Owners 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 the 16<sup>th</sup> day of January, 2020.

**LEXINGTON MEWS  
ASSOCIATION, INC.**

By:   
Cory Plock  
Its President