

ELM CORNERS CONDOMINIUM ASSOCIATION

MAINTENANCE STANDARDS

The Board of Directors of the Elm Corners Condominium Association has adopted the maintenance standards in accordance with the by-laws to protect the community's integrity and harmony, promote the safety and well-being of residents, and maintain an acceptable quality of life.

Prepared By: Board of Directors

Last Updated Date: November 04, 2025

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Section 1 - Introduction

The specific division of responsibility must always align with the Association's **Declaration, Bylaws, and State Law**. The purpose of this policy is to **define the maintenance standard of care** required by the Unit Owner to prevent damage.

The unit owners are responsible for the maintenance, repair, and replacement of the appliances inside their unit, including the water heater, washer, dryer, furnace, heating & a/c system, toilet, plumbing fixtures, smoke alarms, electrical circuits, outlets, and lights.

The unit owner is ultimately responsible for ensuring all occupants, including tenants, leases, and guests, comply with the maintenance standards.

Section 2 - Hot Water Heaters

Section 2.1 - Unit Owner Responsibility for Maintenance, Repair, and Replacement

The Unit Owner is solely responsible for the maintenance, repair, and replacement of the hot-water heater and all associated components (e.g., expansion tank, supply lines) that exclusively serve their unit.

1. Mandatory Replacement Schedule

To protect the entire community from age-related failures, the hot water heater serving the unit **must be replaced** no later than the earliest of the following conditions:

- **Ten (10) Years from the Date of Installation.** For a standard water heater, this is the maximum permissible service life, regardless of the unit's current operating condition
- **Twelve (12) Years from the Date of Installation.** For a platinum or performance water heater, this is the maximum permissible service life, regardless of the unit's current operating condition
- The **Expiration of the Manufacturer's Warranty**, if that period is less than ten (10) years.
- The first sign of **leakage, corrosion, or malfunction** reported by the Unit Owner or observed by the Association/Manager.

The Association recommends replacement between eight (8) and ten (10) years for optimal risk reduction.

2. Required Installation Features

Any new or replacement water heater must be installed by a licensed plumber and include the following features:

- **Drain Pan:** A functioning drain pan must be placed directly beneath the unit.
- **Automatic Shut-Off Device:** The Unit Owner must install an automatic, water-sensing shut-off valve/sensor connected to the hot water supply line to minimize water damage in the event of a leak or rupture.

3. Documentation and Records

The Unit Owner must provide the following documentation to the Association or Property Manager within **thirty (30) days** of installation or replacement:

- The **invoice** from the licensed plumber.
- A clear image or document noting the **date of installation** and the **manufacturer's serial number/model** of the new hot water heater.

4. Liability for Non-Compliance

If a water heater fails and causes damage to Common Elements or other units **after it has exceeded the ten (10) year mandatory replacement standard**, the following consequences will apply:

- The Unit Owner will be **presumed negligent** for the damage caused.
- The Unit Owner will be directly responsible for the costs of all uninsured damages, including the Association's master insurance **deductible** and any costs to repair their unit and neighboring units that are not covered by insurance.
- When the unit is **vacant or unoccupied** for more than thirty (30) days, the Unit Owner is required to turn the main water supply valve to the unit to the "off" position.

Section 3 - Washer & Dryer Connections

Section 3.1 - Unit Owner Responsibility for Maintenance, Repair, and Replacement

The Unit Owner is solely responsible for the maintenance, repair, and replacement of the washer & dryer and all associated components (e.g., supply lines, machine hoses, dryer vent connections, etc.) that exclusively serve their unit.

1. Washing Machine Hoses (Water Damage Prevention)

Failing hoses are a leading cause of water damage, so associations frequently have strict requirements:

- **Required Hose Type:** Unit owners are often **required** to use **reinforced steel/metal braided hoses** or other high-quality, guaranteed hoses (sometimes

with specific brand recommendations) to prevent hose failure and resulting water damage.

- **Replacement Schedule:** The condo associations establish a mandatory **Washing Machine Hose Replacement Resolution** requiring hoses to be checked or replaced on a set schedule (e.g., every 5 years).
- **Water Shut-Off:** Owners may be required to:
 - Install **easy-to-close or automatic shut-off valves** on the feeder pipes.
 - Manually **turn off the water supply valves** to the washer when the unit is vacant for an extended period.
- **Leak Protection:** Installation of an **overflow pan** (sometimes called a "smitty pan") beneath the washing machine, with some associations also requiring a water sensor alarm or condensation pump.

2. Clothes Dryer Vents (Fire Prevention)

Improperly vented or clogged dryers are a fire risk and can cause moisture issues.

- **Venting Material:** Associations typically require that the dryer vent pipe/ductwork be made of **rigid metal** and prohibit the use of flexible plastic or foil-type venting material, as these materials are more prone to lint buildup.
- **Vent Cleaning: Mandatory, periodic cleaning** (e.g., annually or biennially) of the dryer vent ductwork is common. While the association may hire a contractor to perform the cleaning to ensure compliance, the **cost is often billed back to the unit owner**.
- **Lint Filter:** Owners are responsible for ensuring the **lint filter is always installed** and cleaned after every use to prevent lint accumulation in the vent.

3. General Appliance Installation and Use

- **Approval for Installation:** If a washer and dryer are being installed in a unit that was not originally constructed for them, the owner must often **submit a formal proposal** to the Board for approval.
- **Licensed Contractors:** Any installation, repair, or replacement of plumbing or venting related to the machines may be required to be performed by a **licensed and insured professional**.
- **Noise/Vibration:** The association may require **noise and vibration suppression systems** (like thick rubber or foam pads) to minimize sound transfer to neighboring units.
- **Detergent Use:** Owners may be limited to using specific low-suds or "**he**" (**high-efficiency**) **detergents** to prevent drain line clogs.
- **Manufacture Guideline:** Owners must follow all guidelines mentioned in the user manual for washer/dryer usage.

4. Liability for Non-Compliance

If a washer and/or Dryer fails and causes damage to Common Elements or other units **after it has exceeded the ten (10) year mandatory replacement standard**, the following consequences will apply:

- The Unit Owner will be **presumed negligent** for the damage caused.
- The Unit Owner will be directly responsible for the costs of all uninsured damages, including the Association's master insurance **deductible** and any costs to repair their unit and neighboring units that are not covered by insurance.
- When the unit is **vacant or unoccupied** for more than thirty (30) days, the Unit Owner is required to turn the water supply valve to the unit to the "off" position.

The most important step for any unit owner is to consult their specific Condo Association's Declaration, Bylaws, and Rules & Regulations (CC&Rs) to understand their exact obligations and maintenance schedules. Failure to comply with these standards can result in fines and, more significantly, personal financial liability for extensive property damage.

Section 4 - Heating & Furnace Systems

Section 4.1 - Unit Owner Responsibility for Maintenance, Repair, and Replacement

The most common and critical maintenance standard that Elm Corners Condo Association enforces regarding heating in winter is the **Minimum Required Thermostat Setting** for individual units. This is a crucial rule designed to prevent the single biggest risk in cold climates: **frozen pipes**.

Here is a breakdown of the typical standards and related responsibilities:

1. Mandatory Minimum Thermostat Setting

The Association's primary goal is to ensure pipes do not freeze, which can cause catastrophic flooding in multiple units and common areas.

- **The Standard:** The association's standard with freezing risks requires owners and tenants, and guest occupants to keep the thermostat set to a **minimum of 55°F to 60°F** (or 13°C to 16°C) during the designated cold weather months, *even when the unit is vacant*.
- **The Enforcement:** Failure to maintain this minimum heat level can be classified as **negligence**. If a pipe bursts in an unheated unit, the owner can be held **personally liable** for the master insurance deductible and all damages to common elements and neighboring units.

- **Vacant Units:** This rule is especially important for owners who travel for the winter. The Association often requires them to notify management when they are away and may even conduct periodic welfare checks on vacant units.

2. Unit Owner HVAC Maintenance

The maintenance standards already assign responsibility for the heating system to the owner: "The unit owners, tenants, lessees, and guest occupants are responsible for the maintenance, repair, and replacement of the appliances inside their unit, including the... **furnace, heating & a/c system...**"

In winter, this means the owner, tenants, lessees, and guest occupants are responsible for:

- **Annual Servicing:** Scheduling and paying for an **annual inspection and tune-up** of the furnace or heating components by a licensed HVAC professional. This prevents breakdowns during the coldest weather and reduces the risk of expensive "puff-back" claims (where a malfunction may send smoke and soot into the unit).
- **Filter Replacement:** Routinely replacing air filters to ensure the system runs efficiently, which reduces wear and tear and maintains air quality. Most furnace heating systems need their furnace filter changed every 3 months to 4 months. This is the total responsibility of the unit owners and the occupants.
- **Thermostat Function:** Ensuring the unit's thermostat is operational and accurately controls the temperature.

3. Association's Common Element Responsibilities

While the unit owner maintains the in-unit systems, the Association is responsible for common areas, which often include winterizing:

- **Insulation Checks:** Inspecting insulation in areas where common pipes run, such as attics, crawl spaces, and exterior walls.
- **Common Area Heating:** Ensuring that unheated common areas (such as basements, utility rooms, or stairwells) containing pipes are heated or well-insulated prevents common plumbing lines from freezing.
- **Exterior Water:** Draining and shutting off all exterior water spigots and irrigation systems.
- **Emergency Plan:** Having an emergency contact list and a clear plan for residents to report a lack of heat or a potential water leak.

In summary, the key winter standard is the mandated minimum heat setting, which is a safety requirement designed to protect the entire building from costly burst pipe damage.

Section 5 - Toilets & Plumbing Fixtures

Section 5.1 - Unit Owner Responsibility for Maintenance, Repair, and Replacement

No running water spigots may be left unattended or allowed to cause overflow. Outdoor water spigots shall be winterized to prevent freezing. All leaky pipes, valves, and running toilets must be promptly repaired. Each Unit Owner shall be responsible for maintenance, repair, and replacement of plumbing fixtures within their Unit in order to prevent water damage in their Unit and any other Unit. Each Unit Owner shall be responsible for preventing running toilets or other water fixtures to avoid excessive water usage costs to the Association.

- **Unit Owner Duty to Report:** Unit owners are generally required to report immediately to the association or management any leak or condition that results in escaped water, especially if it could affect common areas or other units.
- **Unit Owner Duty to Mitigate:** If a plumbing issue in a unit causes damage to a common area or another unit (e.g., an overflowing toilet), the unit owner (or their insurance) may be held financially responsible for the damage caused, even if the Condo Association is responsible for repairing the common elements. This is especially true if the issue stems from owner negligence or deferred maintenance.
- **Condo Association Actions:** The association has the right of access to units to inspect or correct any condition that is threatening a common element or another unit.

Section 5.2 - Reporting of Leaks & Mold Conditions

Each Unit Owner acknowledges that serious damage to the common interest community is likely to occur where a leak or other condition of escaping water is identified by the Unit Owner but is not reported to the association on a timely basis. Accordingly, each Unit Owner shall owe a duty to the association and other unit owners in the common interest community to report to the Association 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. Each Unit Owner shall be responsible for reporting evidence of mold or conditions that could lead to mold immediately to the Association.

Section 6 - Licensed & Insured Contractors

Section 6.1 - Unit Owner Responsibility for Maintenance, Repair, and Replacement

Any maintenance, repair and replacement activity authorized by the Unit Owner, whether performed in connection with one of the maintenance, repair and replacement standard 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 which is licensed and insured to at least the minimum standards required by the State of

Connecticut and the municipality in which the Unit is located. 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 that performs work on the Unit.

Section 6.2 - Requirements

The requirement for a condominium association to use licensed and insured contractors is a fundamental risk management and legal protection practice. It is crucial for safeguarding the association's finances, common property, and shielding the board and unit owners from significant liability.

1. Protection from Financial and Legal Liability:

1. **Worker Injury:** If an uninsured contractor or their employee is injured while working on the property (even on common elements), the association could be held legally and financially responsible for their medical bills and lost wages (**vicarious responsibility**). Workers' Compensation insurance carried by a reputable contractor prevents this liability from falling to the association.
2. **Property Damage/Bodily Injury:** If the contractor's work causes damage to the common areas, an individual unit, or injures a resident or guest, the contractor's **Commercial General Liability (CGL)** insurance is the first line of defense to cover the costs. Without this, the association's own insurance, and potentially its reserves, would have to cover the damages.
3. **Recourse for Poor Workmanship:** A licensed contractor is often more accountable. If their work is faulty or causes a leak later, the association has recourse to make a claim against the contractor's **Completed Operations** coverage for damages that arise after the project is finished.

2. Quality and Compliance:

- **Expertise and Codes:** Licensing ensures the contractor has met state or local educational, experience, and knowledge requirements for their trade. This increases the likelihood that the work will be done to a high standard and will comply with all current building codes and safety regulations.
- **Permits:** Licensed contractors are generally required and able to secure the necessary building permits for the work, preventing legal issues and fines for the association.

3. Best Practices for the Hiring Process

To fully protect the association, the board and/or management should follow a structured vetting and contracting process. This same process should be followed by the Unit Owners if they are planning to do any work in their unit(s).

- **Request for Proposal (RFP):** Clearly define the scope of work, materials, schedules, and insurance requirements in a formal RFP document to ensure all bids are comparable.
- **Verify Licensing:** Independently verify the contractor's license with the state or local licensing board.
- **Verify Insurance:**
 - **Ask for a Certificate of Insurance (COI):** The COI is the first step, but it is not sufficient.
 - **Request the Endorsement:** Insist on a copy of the **written endorsement** from the contractor's insurer that explicitly names the condo association (and often the management company) as an **"Additional Insured."**
 - **Check for Exclusions:** Ask your association's insurance broker or attorney to review the full policy for "Condominium" or "Multi-Family" exclusions, which would void the coverage.
 - **Verify Validity:** Call the insurance agent listed on the certificate to confirm the policy is still in force and has not been cancelled.
- **Check References and Reviews:** Contact previous clients and check online reviews and the Better Business Bureau
- **Contract Review:** Have the association's attorney review the final contract **before signing**. The contract should include a strong **indemnification and hold harmless clause** that requires the contractor to defend the association in court if a claim arises from their work.
- **Retainage:** Reserve a portion of the final payment (often 15-20%, known as "retainage") until the work is fully completed to the association's satisfaction and all lien waivers have been secured.

Section 7 - Smoke Alarms

Section 7.1 - Unit Owner Responsibility for Maintenance, Repair, and Replacement

Each Unit Owner shall be responsible for installing and, on an annual basis, shall be responsible for an inspection of any smoke alarms which serve only his or her Unit. Where batteries are utilized in smoke alarms, batteries shall be replaced by the Unit Owner at least annually.

The maintenance standards for smoke alarms in a condominium association are determined by a combination of national fire codes, local building and fire codes, state laws, and the association's own governing documents.

1. National Fire Protection Association (NFPA) Standards

The NFPA 72, **National Fire Alarm and Signaling Code**, provides the national benchmark for fire alarm maintenance in multi-family buildings (Group R-2 occupancies, which include condos).

Frequency	Requirement	Responsibility (General)
Monthly	Testing (Button Test): Recommended to be completed by the occupant to ensure the alarm sounds.	Unit Owner/Occupant (NFPA permits this)
Semi-Annually	Visual Inspection: Check for physical damage, dirt, and obstructions.	Unit Owner/Occupant or HOA/Contractor
Annually	Functional Testing: Professional testing using artificial smoke to ensure the chamber responds properly. This is often required by law for fire systems in multi-unit buildings.	HOA/Contractor (often includes in-unit access)
Per Manufacturer	Cleaning: Clean with compressed air or a vacuum as per the device's instructions.	Unit Owner/Occupant
Every 10 Years	Replacement: All smoke alarms should be replaced 10 years after the date of manufacture.	Unit Owner (typically for alarms within the unit) or HOA (for common areas/central system)

2. Responsibility for Maintenance (Condo Association vs. Owner)

The division of responsibility depends heavily on the type of system and the association's specific bylaws, but a common split is:

Area of Responsibility	Typical Responsible Party
Common Area Systems	Condo Association (HOA): This includes central fire alarm panels, interconnected systems in hallways, stairwells, and other common spaces. The HOA is responsible for hiring and budgeting for the required quarterly and annual professional inspections.
Individual Unit Alarms	Unit Owner/Occupant: This typically covers maintenance of the individual smoke alarms <i>within</i> the unit, such as monthly testing, cleaning, and replacing batteries in non-sealed units.
Replacement of In-Unit Alarms	This can be a gray area . Generally, the Unit Owner is responsible for replacing the alarm when it reaches the 10-year limit or becomes defective, especially if it's a stand-alone alarm. However, if the in-unit alarm is part of a central, interconnected building system, the HOA may take responsibility for the entire system, including in-unit components.

3. FHA and HUD Requirements

For properties seeking FHA financing, the appraisal/inspection guidelines require that a condominium unit have:

- **Working smoke detectors** in the home.
- **A functional smoke alarm on each floor and outside each sleeping area.**
- New HUD inspection standards (NSPIRE) also specify placement: **inside each sleeping room, outside each sleeping room, and on every level.**

4. Local and State Fire Codes

Your local (city/county - Town of Windsor Locks, CT) fire department and your state's building code have the final authority. These codes:

- **Mandate placement** (e.g., inside every bedroom, outside sleeping areas, and on every level).
- **Specify power source** (e.g., hardwired with battery backup is common for new construction).
- **Determine inspection and testing frequency.** Many jurisdictions legally require condo associations and their unit owners to contract a professional for an **annual inspection and functional test** of all fire safety components, including those located inside residential units. This is the responsibility of the unit owners; the condo association may send a reminder to the unit owner regarding the annual inspection.

5. Key Recommendation

The Condo Association Board should work with a qualified fire safety contractor and their local Fire Marshal to establish a documented, compliant maintenance plan that covers:

1. **Annual Common Area Inspections.**
2. **Annual In-Unit Professional Testing** (requires providing Unit Owners / Tenants with proper notice for access).
3. **Regular educational reminders** to all unit owners about their personal responsibility for monthly testing, cleaning, and battery changes for their in-unit alarms.

Section 8 - Electrical Circuits & Outlets

Section 8.1 - Unit Owner Responsibility for Maintenance, Repair, and Replacement

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 may be used that creates electrical overloading of standard circuits.

Maintenance Standards and Safety Requirements

In addition to specifying who is responsible, condo maintenance standards often address safety and code compliance.

1. Unit Owner Standards

Unit owners are typically required to:

- **Prevent Overloading:** Ensure the total electrical usage in the unit does not exceed the capacity of the circuits, which prevents frequent tripping of breakers or fire hazards
- **Do Not Overload:** Never plug too many devices into a single outlet. This can cause the circuit to draw more current than it's designed for, leading to overheating, tripped breakers, and fire risk.
- **Major Appliances:** Always plug major heat-producing appliances (e.g., refrigerators, washers, dryers, toasters, space heaters) **directly into a wall receptacle**. Do not use extension cords or power strips for these devices.
- **Adhere to Capacity:** Be aware of the amperage rating (typically 15-amp or 20-amp) of the circuit and follow the National Electrical Code (NEC) **80% Rule**, which recommends using only up to 80% of a circuit's maximum load for safety.
- **Use Licensed Professionals:** All electrical work, even minor repairs, should be performed by a **licensed electrician** to prevent improper repairs that could affect other units or common systems.
- **Maintain Fixtures and Wiring:** Repair or replace faulty outlets, switches, and wiring that only serve their unit.
- **Upgrade for Safety:** While often not mandatory for existing systems (due to grandfather clauses), unit owners may be encouraged to upgrade to modern safety devices like **Ground-Fault Circuit Interrupters (GFCIs)** and **Arc-Fault Circuit Interrupters (AFCIs)** in required areas during renovations.
- **Bring Issues to Association Attention:** If the unit owners notice electrical issues within their unit, they can bring them to the association's attention or reach out to property management for suggestions. The Association has an obligation to enforce the Covenants, which typically require owners to maintain their units to code and obtain permission for major work.

2. Regular Inspection & Testing

- **Visual Check: Regularly inspect outlets for any signs of damage or malfunction:**

- **Hot or Warm Outlets:** An outlet that is warm or hot to the touch is a serious sign of an underlying wiring issue or overload and requires immediate inspection by an electrician.
- **Scorch Marks or Discoloration:** Any black, brown, or melted marks on the outlet or faceplate indicate overheating and a serious fire hazard.
- **Cracked or Damaged Covers:** Replace any cracked, chipped, or loose faceplates immediately, as they expose live wiring.
- **Loose Plugs:** An outlet should **securely hold a plug**. If a plug falls out easily or feels noticeably loose, the internal contact points are worn out and the outlet needs to be replaced.

3. Test GFCI and AFCI

- **Ground Fault Circuit Interrupters (GFCI):** Test these outlets (typically found in kitchens, bathrooms, garages, basements, and outdoors) **monthly** by pressing the "Test" button, which should trip the circuit and cut power. Then, press "Reset." If the power doesn't shut off, the device is defective and must be replaced.
- **Arc Fault Circuit Interrupters (AFCI):** Test these (typically installed on circuit breakers to protect living areas) monthly according to the manufacturer's instructions.

4. Replacement and Upgrades

- **Replace Old Outlets:** Replace two-prong (ungrounded) outlets with modern, three-prong grounded outlets or GFCI outlets to meet modern safety standards.
- **Schedule Professional Inspection:** Have a licensed electrician inspect your entire electrical system, including wiring and outlets, **every 3 to 5 years** for newer homes, or **every 2 to 3 years** for homes older than 25 years or those with frequent electrical issues.

5. Upgrade to Safety Devices

- Install **GFCI outlets** in all required "wet" locations (kitchens, bathrooms, garages, outdoors).
- Install **AFCI protection** for circuits serving living spaces as required by the current code.
- Install **Tamper-Resistant (TR) receptacles** in all accessible locations, which have a built-in shutter mechanism to prevent a shock if a child inserts an object other than a plug.

6. Safe Usage of Cords and Plugs

Proper use of plugs and cords is an extension of good outlet maintenance:

- **Check Cords:** Inspect all appliance and extension cords regularly for fraying, cracking, or damage, and **replace them immediately** if damaged. Never use electrical tape to repair a cord.
- **Proper Unplugging:** To unplug a device, **pull the plug**, not the cord. Pulling the cord can damage the plug, the cord's wiring, or the outlet itself.
- **Cord Placement:** Do not run cords under rugs, carpet, or furniture, as this can cause heat to build up, crush the cord's insulation, and create a fire hazard.
- **Extension Cords:** Use extension cords only for **temporary use**. If you rely on them regularly, have an electrician install new permanent outlets. Never "daisy-chain" (plugging one into another) extension cords or power strips.

7. Condo Association Standards (Common Elements)

The association is responsible for the overall electrical infrastructure and must:

- **Ensure Code Compliance:** Proactively upgrade older, obsolete electrical systems (e.g., wiring, main panels) that do not meet current **National Electrical Code (NEC)** standards for safety and capacity, especially in buildings over 30 years old.
- **Install Safety Devices:** Mandate the installation and regular testing of **GFCI outlets** in all common areas and exterior locations exposed to moisture to mitigate fire risk.
- **Conduct Regular Inspections:** Schedule professional electricians to perform periodic inspections of the common electrical components, including main panels, to identify signs of deterioration, loose wiring, or overheating.
- **Coordinate Repairs:** Maintain contracts with electricians who are familiar with the building's layout to quickly assess and repair issues involving shared wiring or the main panel.

8. Liability for Non-Compliance

The general rule is that **outlets, switches, and the wiring inside the unit walls** that serve only that unit are the **Unit Owner's responsibility**.

- The Unit Owner will be **presumed negligent** for the damage caused.
- The Unit Owner will be directly responsible for the costs of all uninsured damages, including the Association's master insurance **deductible** and any costs to repair their unit and neighboring units that are not covered by insurance. The association will conduct a thorough investigation to identify the root cause of the issue before paying out any payments from its master policy.
- Unit Owner Non-Compliance creates a widespread Hazard:

- If a unit owner's illegal, unpermitted electrical work (e.g., DIY wiring) causes a fire that spreads to other units or common areas, the **Unit Owner is primarily liable**.

Section 9 - General Standard of Care

Section 9.1 - Key Takeaways

Each Unit Owner recognizes that the Association's property insurance costs are positively influenced by careful maintenance, repair, and replacement of the Units, fixtures, improvements within the Units, and the Limited Common Elements, which the Unit Owners are responsible for maintaining, repairing, and replacing. Negligence by one owner can potentially increase insurance costs for all unit owners.

Each Unit Owner shall have a duty to exercise reasonable care in maintaining, repairing, and replacing his or her Unit, along with the fixtures and improvements within the Unit boundaries, and the Limited Common Elements that the Unit Owner is responsible for maintaining, repairing, and replacing.

It is expected that the Unit Owner will exercise the same level of care in performing their maintenance, repair, and replacement obligations as a typical homeowner living in a single-family home not part of a common interest community. This establishes a **high, objective standard**, meaning a unit owner cannot simply claim they were unaware they needed to fix something. They are expected to maintain their property as any responsible, non-condo single-family homeowner would.

Section 10 - Unit Occupant Responsibilities

Section 10.1 - Key Takeaways

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.

Section 11 - Association Right of Access to Units

Section 11.1 - Access to Units

To ensure maintenance standards are met, the **Association has the right to enter your Unit** to monitor and enforce these rules.

- **Standard Access:** Except in an emergency, the Association will provide **reasonable notice** to request access.

- **Winter Access:** The Association may specifically use this right during **winter months** if a Unit appears to be **vacant** to verify that adequate **heat is being maintained** (to prevent frozen pipes and damage).
- **Failure to Grant Access:** If you do not make reasonable arrangements for the Association to access the Unit after a request, the Association may seek a **Court order** to gain entry.
- **Costs:** Any costs the Association incurs in gaining access, including reasonable **attorney's fees**, will be **charged to your Unit Account**.

Section 12 - Unit Owner Responsibility

Section 12.1 - Unit Owner Maintenance Standards (Interior & Preventing Damage)

The Unit Owner is responsible for the maintenance and repair of everything within the boundary of the unit, and must follow these standards to protect the common elements and neighboring units.

Component	Required Standard/Action	Frequency	Risk Mitigation
Water Heaters	Must be replaced within 10 years of the installation date, or as directed by the manufacturer.	Upon 10-Year Anniversary	Catastrophic water damage/leak claims.
Washing Machine Hoses	Must be reinforced steel/metal braided hoses (not rubber). Documentation of installation must be provided to the Association.	Upon Installation/ Replacement	Burst hose claims causing multi-unit damage.
HVAC System (In-Unit)	Must be inspected and serviced annually by a licensed technician. The inspection must include the system, flues, and vents.	Annually (Receipts Required)	Fires, carbon monoxide (CO) exposure, or "puff-back" smoke damage claims.
Smoke/CO Detectors	Must be tested twice yearly (e.g., when Daylight Saving Time changes). Units must be replaced every 10 years (or per manufacturer's direction).	Twice Yearly / Every 10 Years	Ensuring life safety and preventing fire claims.
Heat Maintenance	If the unit is occupied or vacant, the thermostat must be set no lower than 55° Fahrenheit between October 1 and May 1 to prevent pipe freezing.	Continuously (Oct 1 - May 1)	Burst pipes and water damage during cold weather.
Toilets/ Faucets	All running toilets, leaky faucets, toilet supply lines, and valve seals must be repaired immediately upon discovery.	Immediately	Continuous water waste and slow water damage.
Reporting Leaks	Any evidence of a water leak, seepage, or mold-conducive conditions must be reported to the Property Manager/ Association immediately .	Immediately	Limiting the scope and severity of water damage.

Section 12.2 - Association Maintenance Standards (Common Elements)

The Association is responsible for the scheduled maintenance, repair, and replacement of all Common Elements and Limited Common Elements (unless otherwise noted in the Declaration).

Component	Responsibility / Action	Frequency
Roofs, Siding, Exterior Walls	Regular inspections for storm damage, leaks, wear, and necessary repairs/replacements.	Annually (or after major storms)
HVAC (Common Area/Shared)	Scheduled preventative maintenance on all shared HVAC systems, boilers, and water heaters.	Annually (or Bi-Annually)
Gutters and Downspouts	Cleaning and inspection to ensure proper drainage away from the foundation.	Bi-Annually (Spring and Fall)
Landscaping/ Grounds	Mowing, trimming, weeding, and maintenance of all common lawns, gardens, and shared paved areas (e.g., snow removal).	Seasonally/Weekly
Pavement (Drives/ Walks)	Inspection of asphalt, concrete, and curbing for cracks, sinking, or trip hazards.	Annually
Amenities	Routine cleaning, repair, and code compliance checks for pools, clubhouses, fitness equipment, etc.	Weekly/Monthly/Annually

Unit Owner Maintenance Responsibilities:

The rule you provided places full responsibility for the condition, function, and eventual replacement of high-risk components squarely on the unit owner

Section 12.3 - Key Insurance Requirements for Contractors

A condo association should require all contractors to provide proof of the following types of insurance:

Insurance Type	Purpose/Protection	Key Requirement for Association
Commercial General Liability (CGL)	Protects against claims of bodily injury or property damage arising from the contractor's work.	The Association must be named as an "Additional Insured" on the policy via a written endorsement (not just a certificate). This allows the association to demand that the contractor's insurer defend and protect the association if a lawsuit arises from the contractor's actions.
Workers' Compensation	Provides coverage for the contractor's employees if they are injured on the job.	Essential to prevent the association from becoming liable for worker injuries.
Completed Operations	Covers property damage or bodily injury that occurs <i>after</i> the work is finished (e.g., a new roof leaks a month later).	Should be included in the Additional Insured endorsement.
Errors & Omissions (E&O)	Professional liability insurance for consultants like architects and engineers, covering mistakes in design or advice.	Should be required for any professional services that involve planning or consulting for major repairs.

Section 12.4 - Key Implications for the Unit Owners

Component Category	Unit Owner Responsibility	Key Implication for the Owner
Plumbing & Water	Water Heater, Washer, Dryer, Toilet, Plumbing Fixtures	Owner is liable for damage if failure is due to lack of maintenance (e.g., a burst old water heater or failing washing machine hose).
HVAC & Fire Safety	Furnace, Heating & A/C System, Smoke Alarms	Owner must schedule and pay for regular inspections and service (e.g., annual furnace checks) and ensure smoke alarms are tested and batteries are replaced.
Electrical	Electrical Circuits, Outlets, and Lights	Owner is responsible for all electrical wiring/components from the point of connection to the main building panel (which is usually a common element).
Occupancy	Tenants, Leases, and Other Occupants	The unit owner is ultimately responsible for ensuring all occupants, including tenants, comply with the maintenance standards.

Section 12.5 - Enforcement and Liability

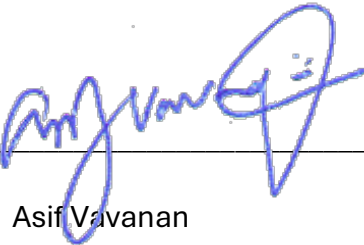
1. **Non-Compliance:** Failure by a Unit Owner to adhere to these written standards may result in the Association enforcing a fine or levy.
2. **Cost Assessment:** If damage is caused by the Unit Owner's failure to adhere to these maintenance standards (e.g., a 15-year-old water heater fails), the Association may **assess the cost of the deductible or uncovered repairs** back to the responsible Unit Owner, as permitted by the governing documents and state law.

Section 12.6 - Failure to comply with Maintenance Standards

Each Unit Owner shall be responsible for paying 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 adopted with the same formalities required to adopt a Rule, following Notice and Comment to the Unit Owners, on this 4th Day of November, 2025

ELM CORNERS
CONDOMINIUM ASSOCIATION, INC.



By: Asif Vavanan

Its President