



MAINTENANCE, REPAIR AND REPLACEMENT STANDARDS

Adopted: September __, 2022

MAINTENANCE, REPAIR AND REPLACEMENT STANDARDS

The standards provided for below, have been adopted by the Hunting Ridge Farms Association (“the Association”) Executive Board of Directors pursuant to the authority provided for Connecticut General Statutes (C.G.S.) §47-244(a)(1). Pursuant to C.G.S. §47-257(e) the Association may, after Notice and Hearing, charge what would otherwise be a common expense, including insurance deductible(s), exclusively against an Owner’s Unit if such common expense was caused by the Unit Owner’s (or their tenant or a guest or invitee of the Unit Owner or tenant’s) failure to abide by such standards. 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.

1. LICENSED AND INSURED CONTRACTORS

Any maintenance, repair and replacement 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 which is licensed and insured to at least the minimum standards required by the State of Connecticut and the Town of Branford. Prior to the contractor beginning work, the Unit Owner shall provide the Association with documentation satisfactory to the Association with regard to the contractor’s license and insurance.

2. WATER HEATERS

Unit Owners shall maintain, repair and replace any water heater for which they are responsible, 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 expected useful life. In the event any loss, claim, damage or expense is caused or contributed to by water which escapes from any water heater for which the Unit Owner is responsible, there shall be a rebuttable presumption that the water heater failed because it was not replaced prior to the expiration of its expected useful life. The aforesaid presumption may be rebutted by the Unit Owner, by providing proof to the Association satisfactory to the Association that the water heater in question had not exceeded its expected useful life. The hot water heater’s expected useful life shall be defined as the term of the manufacturer’s warranty on such product. At the time of this writing, average useful life of water heaters is ten (10) years.

3. HEAT DURING WINTER MONTHS

Each Unit Owner shall during the winter months (November 1 through April 30) continuously maintain a minimum temperature of at least 55 degrees Fahrenheit in all living areas contained within the boundaries of the Unit. The Association’s insurance policy requires that all units keep heat on throughout the year. Unit owners who leave the area for the winter must keep their heat on at least 55 degrees and turn their water off, to avoid burst pipes.

4. DRYER VENTS AND GREASE SCREENS

All clothes dryers will have lint filters which will remain installed to prevent lint from accumulating in the vent duct. The Unit Owner shall annually inspect the dryer vent to determine that it is not clogged with lint, which is a fire hazard. Any vent cleaning or repairs are the responsibility of the Unit Owner.

All stove hoods will have grease screens, which shall remain installed and prevent grease from accumulating in the vent duct. All such filters and screens will at all times be used and kept in clean, good order and repair by the Unit Owner.

5. WASHER HOSES/WATER SUPPLY

Each Unit Owner shall install metal braided safety water supply hoses between any water source and any clothes washing machines, sinks, toilets, dishwashers, and icemakers in his or her Unit. The Association may inspect the Units periodically to ensure compliance. When leaving for the winter or extended periods during cold months the main water valve should be shut off.

6. REPORTING LEAKS/REPAIRING LEAKS

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 in a timely manner. Accordingly, each Unit Owner shall owe a duty to the Association and the 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.

Similarly, each Unit Owner acknowledges any leak or other condition of escaping water from any appliance or fixture that is the responsibility of the Unit Owner with regard to maintenance, repair and replacement which is not repaired promptly can cause serious damage to their Unit and potentially a claim on the Association's insurance which can have a negative impact on the Association. Accordingly, each Unit Owner shall owe a duty to the Association and the other Unit Owners in the common interest community to promptly repair any leak emanating from any appliance or fixture which is the Unit Owner's responsibility with regard to maintenance, repair and replacement.

7. SMOKE DETECTORS, GRILLS, FIREPLACES AND FIRE SAFETY

The U.S. Consumer Product Safety Commission (CPSC) suggests that at least one smoke detector and one carbon monoxide detector be placed on every level of your home. The most important locations are near the bedrooms to provide early warning to sleeping occupants. In addition, the CPSC also suggests that one smoke and CO detector be placed inside every bedroom.

Each Unit Owner shall be responsible for having at least two (2) working smoke detectors and one (2) CO detector installed and maintained in his or her unit. Monthly testing of any and all smoke detectors is suggested. Where batteries are utilized in smoke detectors, batteries must be replaced by the Unit Owner at least annually.

Heating with kerosene or any flammable liquid is not permitted, nor may any kerosene or flammable liquid be stored or kept in the units.

Electric grills are permitted on all levels. Grills/gas grills or any other type of cooker/cooking appliances are strictly prohibited from being used in common areas. Gas or charcoal grills may only be used outdoors only.

Fire pits and bonfires are prohibited in the common areas. Smoking materials and other fire hazards may not be left unattended or allowed to damage any structure. Open fires, tiki-torches, fireworks, indoor wood stoves, pellet stoves and explosive materials are prohibited throughout the community at all times. Annual inspections of units may be conducted to ensure compliance.

Chimneys and fireplaces are not the responsibility of the Association to maintain. Fireplaces must be inspected annually and regularly cleaned. In no event should a fire ever be left burning in the fireplace unattended by the Unit Owner.

8. 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.

9. 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. All electrical work in a Unit must be performed by a licensed and insured professional electrician.

10. GENERAL STANDARD OF CARE

Every Unit Owner must perform promptly all maintenance and repair within his/her unit which, if omitted, would affect any other unit or units, being expressly responsible for the damages and liabilities that his/her failure to do so may engender.

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. Unit Owners are also required to comply with any and all written manufacturer's warnings regarding the proper use of appliances and any and all other devices used within their Unit or elsewhere on the Property. The misuse of any such appliances or devices which causes a loss shall be considered a breach of these Maintenance, Repair and Replacement Standards.

The maintenance, repair and replacement expenses of sunrooms, sunporches and porches added by Unit Owners, are the responsibility of the Unit Owner.

11. 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 herein. 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.

12. GUIDELINES FOR EXTERIOR MAINTENANCE

Each Unit Owner shall comply with the “Architectural Guidelines” set forth in the attached Exhibit (A) *Guidelines for Exterior Maintenance*. Architectural Guidelines shall mean and refer to standards, restrictions, or specifications for the HRFA community that are published from time to time by the HRFA Architectural Compliance Committee. These guidelines shall establish standards for the construction, placement, location, alteration, maintenance, or design of any improvements within or to a Unit or the Common Elements.

13. GENERAL REQUIREMENTS

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, Repair and Replacement Standards. Accordingly, if the Unit Owner/occupant/guest/tenant’s action(s) or inaction(s) cause a denial or partial denial of an insurance claim, the Unit Owner of the Unit shall be responsible for any and shortfalls in insurance proceeds.

Adopted _____, 2022 following notice and comment to the Unit Owners as required by Connecticut statute.

Hunting Ridge Farms Association
Executive Board of Directors

Dom Gatto

Randy McNamara

Rob Toller



GUIDELINES FOR EXTERIOR MAINTENANCE

Hunting Ridge Farms Association, Inc.

Per the Hunting Ridge Farms Declaration, Article VI, Maintenance, Section 6.2, and the Maintenance, Repair & Replacement Policy; all Unit Owners are responsible for the following:

- Removing all litter, trash, dead vegetation, refuse and waste
- Lawn mowing so lawn is no higher than 4"
- Tree and shrub pruning
- Watering landscaped areas
- Keeping exterior lighting in working order
- Keeping lawn and garden areas alive, free of weeds, and attractive
- Keeping driveways in good repair
- Repairing exterior damages to all improvements (unit, garage, outside storage, etc.)
- Keeping right of way areas on the front and side streets of individual Units maintained

"Architectural Guidelines" shall mean and refer to standards, restrictions or specifications for HRFA community that are published from time to time by the HRFA Architectural Control Committee (ACC). These guidelines shall establish standards for the construction, placement, location, alteration, maintenance, or architectural of any improvements within or to a Unit.

The following guidelines are set to assist the Hunting Ridge Farms Association and its Unit Owners in maintaining the exterior of their property in an attractive manner, as required by HRFA. The guidelines are legally non-binding; they are used to provide assistance to Unit Owners of HRFA and the implementation of HRFA's suggestions and direction for Unit and yard maintenance items.

Unit Owners and occupants (including lessees) of any Unit shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep the Unit so owned or occupied, including buildings, improvements, grounds or drainage easements or rights of way incident thereto in a well-maintained, safe, clean and attractive condition at all times. Required maintenance includes, but is not limited to the following:

a.) Removing all litter, trash, dead vegetation, refuse and waste

Architectural Guidelines for litter, trash, dead vegetation, refuse and waste:

1. Obvious trash, garbage and debris, unused construction materials, brush, yard trimmings, discarded items, items that are broken or beyond repair.
2. Pots that are empty, cracked, contain dead plants.

b.) Lawn mowing on a regular basis (Maximum grass height for each Unit is 4")

There are no Architectural Guidelines for lawn mowing

c.) Tree and Shrub pruning

Architectural Guidelines for Tree and Shrub pruning:

1. Shrubs against foundations shall be pruned to allow visibility of the first-floor windows; the ideal is visibility of at least 2/3 of the front window surface.
2. Dead wood and branches in shrubs and trees should be removed.
3. Tree canopies should be lifted to a height that pedestrians can walk underneath. Tree branches located in the right of way of any Unit shall adhere to the Town of Branford Ordinance 216-42.

d.) Watering landscaped areas

Architectural Guidelines for Watering Landscaped Areas:

1. All residents should follow the Town of Branford Environmental Guidelines for Responsible Lawn Care, which contains examples and tips on how to implement the good principles to lawn care.
2. As long as the Town of Branford allows outdoor watering and a water conservation ordinance is not enforced, Unit Owners are expected to supply water to their front yard landscape vegetation and keep their landscapes alive and healthy.

e.) Keeping exterior lighting facilities in working order

There are no Architectural Guidelines for keeping exterior lighting facilities in working order

However, exterior lighting must comply with Rules & Regulations Section 3.5 –Displays Outside of Units.

f.) Keeping lawn and garden areas alive, free of weeds, and attractive

Architectural Guidelines for Keeping Lawn and Garden Areas Alive, Free of Weeds, and Attractive:

1. Areas that are required to be landscaped are front yards, side yards, and adjacent to Unit foundations. Yards that are missing turf and foundation shrubs should replace such in order to be in compliance. Permanent turf is required.
2. Potted plants may not be used as foundation screening or utility box screening.
3. Foundation shrubs and utility box screening shrubs are required to be evergreen shrubs, planted no further than 36” on center and able to create a solid screen within one growing season.
4. Bare spots in turf should be replaced or repaired.
5. Keeping front yards attractive is often a subjective standard. In order to comply with HRFA standards, front yards should appear neat, uncluttered and maintained. Unit Owners are encouraged to move statuary, unused or excessive pots, and personal items to the back yard.
6. Unit Owners with excessive numbers of pots, objects, and yard art that visually obstruct the permanent landscape and/or attempt to substitute for permanent landscaping shall be subject to plan submission and review by the HRFA ACC.
7. Front yard patios require a written approval from the HRFA Executive Board of Directors.
8. Signage should follow signage requirements of the HRFA Rules & Regulations Section 3.3; no signage should be nailed or otherwise attached to trees.

g.) Keeping driveways in good repair

The Architectural Guidelines for Driveways:

1. Driveways should be cleaned to remove mold, mildew, and excessive stains.
2. Driveway drains should be properly maintained and free of debris.

Exhibit A

Maintenance, Repairs & Replacement Standards

h.) Repair of exterior damages to improvements

The Architectural Guidelines for repair of exterior damages to improvements:

1. Exteriors of all Units should be clean and free of wood rot, mold and mildew.
2. Wood, and siding surfaces should be cleaned and painted to replace chipping, rotting, peeling and faded paint. Paint colors must adhere to HRFA Rules & Regulations Section 11.4
3. Fence pickets should be in good condition, not warped, cracked or missing. If you are replacing your side and rear fence with the same fence, HRFA approval is not required. If the Unit backs to a common element area and the fence abuts a common element area, please check the property lines and submit your proposed fence repair for review. Changes in type or height of fence requires an ACC application and written approval from the HRFA Executive Board of Directors.
4. Window screens must be in good condition and not warped, buckled, torn, or deteriorated. Replacement screens of a different color must be reviewed by the HRFA ACC.



ARCHITECTURAL CONTROL COMMITTEE APPLICATION

HUNTING RIDGE FARMS ASSOCIATION

Return to: 36 Hunting Ridge Farms Rd, Branford, CT 06405

E-Mail: admin@huntingridgefarms.com

Date Submitted: _____ Date Received: _____
Property Owner: _____ Phone:(hm) _____ (cell) _____
Mailing Address: _____
City: _____ State: _____ ZIP: _____
Email Address: _____

Architect (If hired): _____ Phone: _____
Email Address: _____

CONTRACTOR

Name: _____

Email Address: _____ Telephone: _____

CT License: _____ Insurance: _____

Projected Start and Completion Dates: _____ (start) _____ (finish)

Who will be Performing Work? (contractor or homeowner) _____

REQUESTED APPROVAL:
(check all that apply)

- ☐ Home
- ☐ Fence
- ☐ Landscaping
- ☐ Detached Structure
- ☐ Other

STRUCTURE INFORMATION:

Lot: _____ Legal Address: _____

Type of Construction: _____

Floor Area Square Footage: _____

Total Square Footage Under Roof: _____

REQUIRED ITEMS (Check with ACC prior to application submittal):

- ☐ Elevations – front, sides, rear
- ☐ Site plans to scale (indicate scale)
- ☐ Location of all improvements (house and any detached structures) on the property
- ☐ Exterior Dimensions (primary and detached structures)
- ☐ Accurate setbacks drawn to scale (including any easements) with structure location

- ☐ Distances between structures (if any detached structures)
- ☐ Location of improvements such as porches, decks, garages, driveways, pool or spa, etc...
- ☐ Fence type, height, and location on property
- ☐ Exterior color scheme (type of facade, accents, roofing material)
- ☐ Drainage plan for the lot if changes in grade or other conditions adversely affecting drainage are anticipated (generally, approval will be denied if adjoining properties are adversely affected by changes in drainage)
- ☐ Landscape site plan (can be submitted at a later date)

PLEASE CHECK ALL APPLICABLE ITEMS

☐ **FENCING: (Maintenance, Repairs, & Replacement Standards Policy -Guidelines (h))**

ALL FENCE APPLICATIONS MUST BE SUBMITTED WITH A LOT SURVEY (OR PLAT DRAWING) WHICH IDENTIFIES THE FENCING LOCATION AND DIMENSIONS.

FENCING TYPE (ex. Ornamental iron, stone, brick etc.): _____

COLOR/FINISH: _____ HEIGHT: _____

COLUMNS MATERIALS (ROCK, BRICK, WROUGHT IRON, ETC. IF ANY) _____

Number of Gates: _____ (Indicate on Lot Survey)

Please also remember the "finished" side of the fence must face out!

☐ **HOME ADDITIONS, EXTENSIONS OR RECREATIONAL USES:**

CHECK ALL THAT APPLY:

- ☐ STORAGE SHED
- ☐ HOUSE ADDITION
- ☐ CHANGES IN HOUSE ELEVATION
- ☐ PATIO/PORCH OR DECK
- ☐ POOL OR SPA
- ☐ LANDSCAPING STRUCTURE
- ☐ PLAY EQUIPMENT
- ☐ OTHER: (PLEASE DESCRIBE) _____

ALL ITEMS LISTED ABOVE MUST BE SUBMITTED WITH A DETAILED PLAN AND SPECIFICATION OF EACH ITEM. PLANS SHOULD INCLUDE A DETAILED ELEVATION AND PLAN VIEW OF THE STRUCTURE. SPECIFICATIONS SHALL INCLUDE ALL COLOR SELECTIONS AND BUILDING MATERIALS TO BE USED. ALL ITEMS MUST BE SUBMITTED WITH A COPY OF THE LOT SURVEY AND ALL STRUCTURE LOCATIONS MUST BE IDENTIFIED ON THE SURVEY. PHOTOGRAPHS OR CATALOG PICTURES ARE ALSO HELPFUL FOR REVIEW.

Notes to the Unit Owner (Applicant):

1. Unit Owners) is responsible for obtaining all necessary permits
2. I understand that no construction activity shall take place prior to the approval of the ACC. The ACC will take a minimum of ten (10) days and a maximum of thirty (30) days to approve the project. If alterations are made prior to approval I may be required to return the property to its former condition at my own expense if this application is not approved wholly or in part, and that I may be required to pay all legal expenses incurred if legal action becomes necessary.
3. I understand that members of the Architectural Compliance Committee are permitted to enter on my property to make reasonable inspection of proposed construction locations.
4. It is understood that I am aware of the Covenants, Conditions and Restrictions and Architectural requirements for Hunting Ridge Farms Association with regard to the review process.

5. It is understood that I am aware of the Design Guidelines for Hunting Ridge Farms Association with regard to the review process.
6. I understand that any approval is contingent upon construction or alterations being completed in a workman-like manner as per plans submitted.
7. Installation or changes made prior to receiving proper approval is a violation of the HRFA Declaration and could result in penalties and/or fines.
8. The approval by the ACC shall not be construed as a representation, warranty or assurance by the ACC or the HRFA that the proposed improvements comply with applicable statutes, laws, ordinances, codes, rules, regulations and requirements and shall not constitute the assumption of any liability on ACC or HRFA part for their accuracy or compliance with such statutes, laws, ordinances, codes, rules, regulations and requirements.

Signature of Applicant: _____ Date: _____

Please allow 30 days review time for any application.

POSSIBLE REASONS FOR DENIAL (for HRFA use only)

- ☐ Incomplete application.
 - ☐ Incomplete drawings, photos, unclear photos, lack of proper labeling.
 - ☐ Building materials not indicated on plans/elevations.
 - ☐ Proposed project not adhering to HRFA Policies.
 - ☐ Other
-

Fee Schedules: A check payable to “Hunting Ridge Farms Association.” for the appropriate amount below is required with the application.

External (non-Unit): \$100.00

Additions or improvements to existing Unit: \$150.00

Landscaping Plans (if not submitted with original application) \$50.00

Approved: Yes_____No_____ Conditional: _____ (See Comments Below or Attached)

Property Owners Signature: _____ Date: _____

ACC Member Signature: _____ Date: _____

Comments: _____

