

**STONYBROOK GARDENS COOPERATIVE, INC.
55 SINGER COURT
STRATFORD, CONNECTICUT 06614
(203) 375-5056**

July 31st, 2026

To the Members of the Stonybrook Gardens Cooperative Community

**RE: DISTRIBUTION OF PROPOSED MAINTENANCE RULES INCLUDING
IMPROVEMENTS AND BETTERMENTS RULE AND EXTERMINATION RULE**

Dear Members:

One of the most important responsibilities of the Stonybrook Gardens Cooperative Board and Office is to address concerns related to your unit and the surrounding grounds. It is our duty to ensure that any issues are handled in a fair, consistent, and timely manner.

To that end, the Board has been working diligently to update and revise the Cooperative Maintenance Rules, Maintenance Policy and Improvements and Betterments Policy. These updates will help provide clearer guidance for every member regarding their responsibility as well as the Coop's responsibility, and the proper process for addressing matters concerning your unit.

Every member who owns a Stonybrook unit has signed an Occupancy Agreement at the time of purchase. The agreement outlines what your unit is, what the allocated surrounding grounds are, and the basic relationship between the Member and Stonybrook Gardens during their ownership.

The purpose of the Rules, Maintenance Policy and Improvements and Betterments Policy is to provide specific guidance to the Board, Office, and Members on how to approach specific circumstances appropriately when they arise.

Please read over the enclosed draft carefully. This draft will be on the agenda for our Monthly Meeting on August 18, 2026, for members' comments and questions.

Thank you for your interest in the Stonybrook Gardens Community.

The Stonybrook Gardens Cooperative Board of Directors

UNIT TRANSFERS & MEMBERSHIP DOCUMENTS

Purpose

The purpose of this policy/rule is to ensure that the Association maintains accurate membership records and that all governing documents, elections, notices, certifications, and other official records are complete, accurate, authentic, and maintained in accordance with applicable law and the Association's governing documents. Most importantly one of the goals must be to ensure that the membership rolls of Stonybrook reflect the current occupancy of each unit as closely as possible.

The Connecticut Common Interest Ownership Act (CIOA) authorizes associations to enforce their governing documents, adopt reasonable rules where authorized, and impose fines after providing notice and an opportunity to be heard.

All changes in ownership of a Stonybrook Cooperative unit must be reported to and processed through the Cooperative Office before they will be recognized by the Association. Any ownership transfer completed without the involvement of the Cooperative Office may be subject to a hearing before the Board of Directors, fines, and legal action.

1. Member/Owner Occupancy

(See Occupancy Agreement, Article 5.)

A **Member/Owner Occupied** unit is one in which the legal owner listed on the deed resides in the unit as their primary residence. Any member as defined by the Occupancy Agreement and the by-laws must also be a signer of an Occupancy Agreement with the Cooperative.

If a Member/Owner's occupancy status is questioned, the Board may require documentation, including but not limited to:

- Driver's license or state-issued ID
- Utility bills or other proof of residency
- A response to a credible complaint regarding occupancy
- Attendance at a meeting with the Board of Directors, if requested

2. Transfer/Sale Requirements (Pre-Closing)

A Member/Owner who intends to transfer or sell a Cooperative unit to a third party or to a family member who is not already a Cooperative member must notify the Cooperative Office **in writing before moving forward.**

Before any transfer or sale is approved:

- The unit must be inspected by the Maintenance Staff and Property Manager.
- The inspection must confirm compliance interior and exterior with the Cooperative's Rules and Regulations.
- The Board of Directors must certify that the unit is in compliance and achieved all requirements before approving the transfer.

3. Extended Absence Notification

Any Member/Owner who anticipates being absent from their unit for a period of four (4) consecutive months or longer shall notify the Cooperative Office in writing prior to their departure, or as soon as reasonably practicable if advance notice is not possible.

The notification shall include:

- The anticipated dates of absence;
- Current contact information during the absence; and
- The name and contact information of a local emergency contact or authorized representative, if applicable.

During any extended absence, the Member/Owner shall remain responsible for the care, maintenance, and security of their unit. The Member/Owner shall ensure that appropriate monitoring and preventive measures are in place to protect the unit from damage, including but not limited to damage resulting from water leaks, plumbing failures, mechanical system malfunctions, or other conditions that could adversely affect the unit or neighboring units. Compliance with this policy does not relieve the Member/Owner of any responsibilities or liabilities under the Cooperative's governing documents. Any damage resulting from the Member/Owner's failure to adequately monitor or maintain the unit during an extended absence shall remain the responsibility of the Member/Owner to the extent provided by the governing documents and applicable law.

4. Compliance with Rules

Any required corrective work to the unit, assigned yard, or other areas under the Member/Owner's responsibility must be completed before closing.

5. Escrow for Weather-Related Delays

If violations cannot be corrected before closing because of adverse weather conditions, the sale may proceed if the seller deposits sufficient funds into escrow to cover the cost of the required corrective work.

If the seller completes the required work within thirty (30) days after weather conditions permit, the escrow funds will be released.

If the seller fails to complete the work within that time, the Cooperative may complete the work and deduct the cost from the escrow funds.

6. No "As-Is" Sales

The transfer or sale of a Cooperative unit in "**as-is**" condition is prohibited.

7. Membership Applications

Before a Cooperative unit may be transferred to a third party, the prospective purchaser must apply for membership and meet the financial qualifications established by the Board of Directors.

Contact the Cooperative Office for current membership requirements.

8. Death of a Member

Ownership of a Stonybrook unit does **not** automatically transfer upon the death of a Member.

A unit may be transferred only to the individual(s) determined by the Probate Court to be the lawful beneficiary(ies), as permitted by the Stonybrook By-Laws.

Within twelve (12) months of the Member's death, the beneficiary must provide the Cooperative Office with:

- A copy of the death certificate;
- A copy of the Probate Court order transferring ownership; and
- Any required tax clearance issued by the court.

(See By-Laws, Article 3 Section 4.)

9. Membership Certificate Changes

Members requesting changes to ownership records or membership certificates, including adding or removing an owner, name changes, or similar modifications, must contact the Cooperative Office for assistance and approval.

10. Enforcement

Failure to comply with this rule may result in:

- A hearing before the Board of Directors;
- Fines imposed in accordance with the Association's governing documents and applicable law;
- Refusal by the Board to recognize an unauthorized membership or ownership transfer; and

- Legal action, including termination of occupancy rights where permitted by law and the governing documents.

STONYBROOK COOPERATIVE CORPORATION

MAINTENANCE RESPONSIBILITY POLICY

Effective Date: [Insert Date]

Adopted By: Board of Directors

DEFINITIONS:

COOPERATIVE: A Common interest community in which the land is owned by the Stonybrook Gardens Cooperative, Inc., each of whose members is entitled by virtue of his ownership interest in the Cooperative Corporation to exclusive possession of a unit

COOPERATIVE OWNER: Any person who has received a deed transferring ownership of one of Stonybrook's 400 units to that person who has also signed an Occupancy Agreement with Stonybrook Gardens Cooperative covering the use and occupancy of that same unit. Evidence of the receipt of the Deed and the signing of the Occupancy Agreement must be recorded with the Stratford Town Clerk.

COOPERATIVE MEMBER: Any person who has been issued a membership certificate by the Cooperative Board of Directors after showing ownership of a Unit by receipt of a Deed and after signing the Stonybrook Occupancy Agreement.

UNIT: The physical interior space within Stonybrook Gardens Cooperative that is designated for separate ownership or occupancy as defined by the Cooperative Occupancy Agreement giving the Owner/Member exclusive rights of use and possession of that space

ASSIGNED YARD AREA / ALLOCATED INTERESTS IN ADJACENT SPACE: That part of the exterior common ground immediately adjacent to a member's unit which is set aside for use by that Member to be maintained by member.

COMMON GROUND: All portions of the Stonybrook Gardens Cooperative other than the individual units.

RULES: Those policies, guidelines, restrictions or regulations established by the Board of Directors of Stonybrook Gardens Cooperative, Inc. which regulate conduct occurring within the property owned by Stonybrook Gardens Cooperative and/or regulates the use, maintenance, repair, replacement, modification or appearance of the premises of Stonybrook Gardens Cooperative, Inc. Please refer to... Rules are located in your Member'/Owner' Handbook under Rules & Regulations.

1. PURPOSE

The 400 units comprising Stonybrook Gardens Cooperative, Inc. constitute a Common Interest Ownership Community as defined by the laws of the State of Connecticut. The legal relationship between the Cooperative and each unit owner is governed by Connecticut General Statutes § 47-200 et seq.

This Maintenance Responsibility Policy ("Policy") establishes the respective obligations of the Cooperative Corporation ("Corporation") and its unit owners ("Members") regarding the maintenance, repair, and replacement of building components, systems, and individual dwelling units located within the boundaries of the property owned by the Corporation in the Town of Stratford.

This Policy is intended to supplement and clarify the Corporation's Occupancy Agreement, Bylaws, "Improvements and Betterments," and the Stonybrook Rules and Regulations. In the event of any conflict, the Occupancy Agreement shall control.

2. GENERAL PRINCIPLES

2.1 Division of Responsibility

Unless otherwise stated, the following general principles shall apply:

- The Member is responsible for all maintenance, repair, and replacement of features located within the interior boundaries of the dwelling unit, as defined by the Occupancy Agreement, and within the assigned yard area granted to that dwelling unit under the Occupancy Agreement.
- The Corporation is responsible for the building structure, common elements, including those portions of the grounds not specifically assigned to individual units, and shared building systems.

2.2 Master Insurance Policy/"Improvements and Betterments Rule"

The division of maintenance responsibilities between the Member and the Corporation is further specified in the Master Insurance Policy/"Improvements and Betterments Rule" approved by the Board of Directors.

All maintenance and repairs required of Members shall be completed in a timely, safe, and workmanlike manner and in compliance with all applicable laws, codes, and Cooperative requirements.

All modifications, alterations, and renovations performed by a Member must comply with the Occupancy Agreement and Cooperative Rules and Regulations and must receive prior written approval from the Board of Directors before any work begins.

3. MEMBER RESPONSIBILITIES

Members shall maintain, repair, and replace the following at their sole cost and expense:

3.1 Building Structure

- Structural and miscellaneous repairs. (Please refer to *Improvements and Betterments Rule*)
- Any damage to property related to the repair (i.e. repair wall, ceiling, floors etc.) shall be repaired by responsible person, determined in accordance with the “Improvements and Betterments” Rule. Repairs to be followed to completion.
 - ****NOTE:** If a member alters or modifies any part of the structure and those changes result in unforeseen issues or additional damage to related structural areas, the member shall be held responsible for the associated repairs under the Improvements and Betterments Rule.
- Exterior painting of the unit. (Please refer to *Painting/Siding Rule*)
- Vinyl siding, where applicable. (Please refer to *Vinyl Siding Rule*)
- Furnace room maintenance. (Please refer to *Air Conditioning, Furnace & Furnace Room Rule*)
- Antennas and satellite dishes shall be attached only to the gable on the side of the dwelling unit. No items shall be attached to the chimney or roof.

3.2 Common Areas

- Yard and walkway maintenance within the assigned yard area of the unit, as defined by the Rules. (Please refer to *Yard and Walkway Care Rule*)
- Tree maintenance for trees located within the assigned yard area, as specified by the Rules. Tree maintenance for all trees located outside a Member's assigned yard area shall be the exclusive responsibility of the Corporation. (Please refer to *Tree Rule*)
- Trash removal in accordance with Town regulations. Garbage containers shall be placed curbside no earlier than the evening before collection and returned no later than the evening following collection. All trash shall be inside the trash containers. Any garbage or debris remaining after collection shall be cleaned up promptly.
- Littering anywhere on Cooperative property is strictly prohibited. Members found littering, including placing items on common grounds or at the curb without authorization, may be subject to fines.
- Compliance with parking regulations and vehicle restrictions. (Please refer to *Motor Vehicles Rule*)
- Compliance with front, rear, and side yard storage requirements. (Please refer to *Outside Storage Rule*)

3.3 Interior Surfaces

- All interior walls, ceilings, and hard wood floors.
- Paint, wallpaper, and all other interior finishes.
- Floor coverings, including non-structural subflooring.

3.4 Fixtures and Appliances

- All appliances, including, but not limited to, refrigerators, ranges, dishwashers, washers, and dryers.
- Garbage disposals shall not be permitted.
- Cabinets, countertops, and built-in fixtures.

- Interior lighting fixtures.

3.5 Plumbing Fixtures and Responsibilities

- Sinks, faucets, toilets, tubs, showers, showerheads, and tile or tub surrounds.
- Accessible shut-off valves located within the unit.
- Scheduled appointments required for shutting off water valves located in crawl spaces.
- Minor clogs and blockages occurring within the unit.
- Washing machine and dishwasher drains, connections, and hookups.

3.6 Pest Control and Exterminating

Members/Owners are responsible for maintaining their dwelling units, decks, porches, sheds, and other appurtenant structures in a manner that prevents or minimizes the spread of destructive insects and rodents. This responsibility includes sealing or repairing any openings, holes, gaps, or separations that could allow insects or rodents to enter the structure, including openings within the dwelling unit.

Members/Owners shall also ensure that attic spaces, crawl spaces, and the areas beneath decks, porches, and sheds are kept free of conditions that attract or promote infestations.

Members/Owners must notify the Cooperative Office immediately if they suspect an infestation of termites or rodents. Upon receipt of notice, the Cooperative will determine the appropriate course of action and any necessary extermination or treatment.

If the Cooperative determines that a Member/Owner failed to maintain their property as required under this policy or failed to correct conditions that contributed to an infestation, the Member/Owner shall be responsible for all extermination costs incurred by the Cooperative and/or its contractors.

Members/Owners are responsible for all damages and extermination costs resulting from infestations caused by unsanitary conditions, including but not limited to roaches, ants, or similar pests. Additionally, if a non-Cooperative alteration or addition contributes to or causes an infestation, the Member/Owner shall be responsible for all related extermination costs.

The Cooperative and its contractors are not responsible for damage to a Member's/Owner's personal property that may occur during extermination services.

The Cooperative will assess the issue as stated above and shall treat the following:

- Bee and wasp nests (**House Structure Only**)
- Mice
- Rats
- Roaches
- Poison Ivy (**Common Ground Only**)

The following are strictly prohibited: **(Violations will be subject to a hearing with the Board Of Directors and potential fines)**

- Bird feeders.
- Feeding stray or wild animals of any kind.

3.7 Electrical

- Wall-mounted outlets, switches, fixtures, and pull-string fixtures.
- Electrical wiring serving only the unit from the distribution panel inward.
- Circuit breakers located within the unit, where applicable.
- Electricity shall not be disconnected at any time. Members shall be responsible for any damage resulting from the interruption of electrical service, including frozen pipes and related property damage.

3.8 Heating, Ventilation, and Air Conditioning (HVAC)

- Maintenance, repair, and replacement of all gas-fired hot-air heating equipment and systems, or hot-water boiler and baseboard heating systems.
- Maintenance, repair, and replacement of in-unit HVAC equipment.
- Filters, thermostats, and related components.
- Central air conditioning systems and window or wall-mounted air-conditioning units.
- A service contract with Southern Connecticut Gas Company is recommended.
- Smoke detectors and carbon monoxide detectors as required by Connecticut law. (Please refer to *Smoke and Monoxide Detectors Rule*)
- Gas service shall not be disconnected at any time. Members shall be responsible for any damage resulting from the interruption of gas service, including frozen pipes and related property damage.

3.9 Windows and Doors

- Interior surfaces of windows. (Please refer to *Exterior Doors & Windows Rule*)
- Interior hardware, including locks, handles, and operating mechanisms. (Please refer to *Improvements and Betterments Rule*)

4. ALTERATIONS AND IMPROVEMENTS

Please refer to *Alterations, Additions and /or Improvements Rule*

Members shall:

- Obtain prior written approval from the Board of Directors before making any alterations.
- Ensure all work complies with approved alteration agreements, applicable laws, and required municipal permits.
- Be fully responsible for the maintenance, repair, and replacement of any altered, upgraded, or added components.

4.1 Damage and Negligence

Please refer to *Occupancy Agreement Articles 5 and 17*

Members shall be responsible for:

- Any damage originating from their unit.
- Damage to other units or common elements resulting from negligence, misuse, or unauthorized Alterations

4.2 Insurance Requirement

COOPERATIVE BY-LAW, ARTICLE 7, SECTION 7: INSURANCE:

In accordance with Section 47-255©, Each Cooperative Members/Owners shall obtain and maintain for the protection of themselves and their family sufficient property, casualty and liability insurance on their unit and their personal property located within their Cooperative unit, their personal liability and building coverage sufficient to offset the deductible amount of the Cooperative master insurance policy as it exists from year to year. This coverage is known as HO-6 coverage or its equivalent. Each Cooperative Members/Owners annually shall place on file with the Cooperative office a certificate of insurance demonstrating the existence of such insurance coverage. In the event that a member fails to obtain such coverage or allows such coverage to lapse, that unit shall be subject to having a fine assessed against it by the Board of Directors and shall also be responsible for the cost of any loss caused by the Members/Owners fault up to the amount of the deductible of the Cooperative's master policy as well as any legal fee incurred in the collection of such losses.

Recommended minimum cover:

- Liability Coverage in the amount of \$300,000
- Additions & Alterations Coverage in the amount of \$25,000-**Mandatory Minimum (May be subject to change)**
- Loss Assessment Coverage no less than \$1,000
- Contents/Personal Property Coverage – at the discretion of the unit owner

5. CORPORATION RESPONSIBILITIES

Work Assignments: In the assignments of work by the Employer to each employee, it will be understood that the Employer is engaged in the management of a 400-unit residential cooperative. It is understood that it is essential for the Employer to receive the most up to date information about the condition of the grounds, structures and interior of each structure. Each employee, when assigned to perform work on either the grounds or around the residential structures that need attention, requires additional maintenance or creates conditions that may be hazardous to the structures themselves or to the residents who reside therein. Such information shall be reported to the Employer at the Cooperative Office immediately. Any such report by an employee shall be kept confidential as a private business record of the Employer and such employee shall be protected according to law against whistle blower liability

The Corporation shall maintain, repair, and replace the following:

5.1 Building Structure

- Roofs, chimneys, brickwork, foundations, and structural supports.

- Gutters and downspouts, including cleaning and repairs as necessary.
- Exterior walls and building facades requiring wood replacement, to include kitchen enclosure and front and rear vestibules wood replacement only. (excluding structural repairs) (Please refer to *Improvements and Betterments Rule* and *Painting /Siding Rule* and *Maintenance Procedure for Open Work Orders Rule*)
- Load-bearing structural elements.
- Pumping water from crawl spaces when necessary.
- Opening and closing crawl space access covers. (Please refer to *Crawl Space Rule*)
- Original concrete stoops. (excluding any structural repairs that may be affected) (Please refer to *Improvements and Betterments Rule*)
- Original black iron railings.
- Exterior electrical panels serving the building

5.2 Common Areas

- Common areas designated throughout the property, including access roads. (Please refer to *Yard and Walkway Care Rule*)
 - Tree maintenance outside of assigned yard areas. (Please refer to *Tree Rule*)
 - Maintenance of the Community Hall (Please refer to *Community Hall Rule*)
 - Maintenance of common walkways and pathways.

5.3 Building Systems

5.3a Plumbing Systems

- Main water supply lines, risers, and shared plumbing systems.
- Sewer and drainage systems serving multiple units.
- Cooperative-owned water heaters 30gal. where applicable.
- Scheduled appointments required for shutting off water valves located in crawl spaces.
- Snaking and clearing stopped drains and toilets. Costs may be charged back to the Member if the blockage is determined to have been caused by negligence, misuse, or improper disposal of material.
- Water supply lines and sanitary drains serving the building.
- Plumbing drains, except for washing machine and dishwasher drains, connections, and hookups.
- Gas piping located inside and outside dwelling units and Cooperative-owned buildings.
- Any damage to property related to the repair (i.e. repair wall, ceiling, floors etc.) shall be repaired by responsible person, determined in accordance with the “Improvements and Betterments” Rule. Repairs to be followed to completion.

****NOTE:** *If a member alters or modifies any part of the structure and those changes result in unforeseen issues or additional damage to directly related structural areas, the member shall be responsible for the associated repairs under the Improvements and Betterments Rule.*

5.3b Electrical Systems

- Main electrical service and distribution systems.
- Electrical wiring serving multiple units or common areas.

5.4 Pest Control and Exterminating

Members/Owners are responsible for maintaining their dwelling units, decks, porches, sheds, and other appurtenant structures in a manner that prevents or minimizes the spread of destructive insects and rodents. This responsibility includes sealing or repairing any openings, holes, gaps, or separations that could allow insects or rodents to enter the structure, including openings within the dwelling unit.

Members/Owners shall also ensure that attic spaces, crawl spaces, and the areas beneath decks, porches, and sheds are kept free of conditions that attract or promote infestations.

Members/Owners must notify the Cooperative Office immediately if they suspect an infestation of termites or rodents. Upon receipt of notice, the Cooperative will determine the appropriate course of action and any necessary extermination or treatment.

If the Cooperative determines that a Member/Owner failed to maintain their property as required under this policy or failed to correct conditions that contributed to an infestation, the Member/Owner shall be responsible for all extermination costs incurred by the Cooperative and/or its contractors.

Members/Owners are responsible for all damages and extermination costs resulting from infestations caused by unsanitary conditions, including but not limited to roaches, ants, or similar pests. Additionally, if a non-Cooperative alteration or addition contributes to or causes an infestation, the Member/Owner shall be responsible for all related extermination costs.

The Cooperative and its contractors are not responsible for damage to a Member's/Owner's personal property that may occur during extermination services.

The Cooperative will assess the issue as stated above and shall treat the following:

- Bee and wasp nests. **(House Structure Only)**
- Mice
- Rats
- Roaches
- Poison Ivy **(Common Ground Only)**

The following are strictly prohibited: **(Violations will be subject to a hearing with the Board Of Directors and potential fines)**

5.5 Insurance Information

MASTER INSURANCE POLICY

The following original 1943 fixtures and components are covered under the Cooperative Master Insurance Policy:

Unit Exteriors The Cooperative structure as originally constructed, including:

- Subflooring
- Support beams and foundation

- Exterior walls
- Windows and doors
- Ceiling support beams
- Roof/Chimney

Unit Interiors Original interior finishes, including:

- Interior wall coverings (plaster or wallboard)
- Interior ceiling coverings (plaster or wallboard)
- Original oak flooring
- Original linoleum flooring in bathroom and kitchen areas

Interior Electrical Fixtures Built-in electrical light fixtures permanently attached to walls or ceilings and consistent with the original design of the unit.

Interior Plumbing Fixtures Built-in plumbing fixtures consistent with the original design of the unit, including:

- Water heater
- Kitchen sink
- Bathroom sink
- Bathtub

Built-In and Permanently Installed Fixtures Original built-in fixtures consistent with the original design of the unit, including:

- Kitchen cabinets
- Countertops

***NOTE: Unit exteriors, unit interiors, electrical fixtures, plumbing fixtures, and built-in fixtures will not be covered if they have been determined to be neglected or have deteriorated due to age, wear, or lack of maintenance.*

Improvements and Betterments

The Cooperative will not maintain, repair, or replace the following items in the event of damage or loss. This list includes, but is not limited to:

1. Fixtures, Improvements, and Betterments Installed by the Member including but not limited to:

- Washing machines
- Dryers
- Stoves
- Microwaves
- Dishwashers
- Refrigerators
- Non-Cooperative furnaces
- Wood paneling

- Carpeting of any kind
- Bookcases
- Shelving
- Additional or replacement cabinetry
- Replacement or modern plumbing fixtures, including sinks, tubs, and shower fixtures

2. Fixtures, Improvements and Betterments Installed by the Member including but not limited to:

- Three-season or four-season room additions
- Front and rear Vestibules (structural)
- Kitchen enclosure (structural)
- Sheds
- Decks
- Patios
- Wooden exterior stairs
- Carports
- Garages
- Fences

6. EMERGENCY MAINTENANCE AND ON-CALL PROCEDURES

6.1 Maintenance Emergency On-Call Information

- On-call telephone number: (203) 522-0348.
- On-call hours of operation:
 - Monday through Friday: 4:30 p.m. to 7:59 a.m.
 - Saturdays and Sundays: 24 hours per day.
- Office holidays: 24 hours per day.
- Members calling the on-call number must follow the recorded prompts and leave a voicemail message. A voicemail must be left in order to receive a return call.
- Members shall answer their telephone when awaiting a return call. Calls will generally be returned within one (1) hour.

PERSON ON-CALL DETERMINES ACTUAL EMERGENCY. If it is determined to be a non-emergency the member can leave a key for their unit in the drop box at the office. The maintenance shall do repairs on the next scheduled business day, or the member may contact the office and set up an appointment.

- For non-emergency maintenance requests, and for all maintenance requests during normal business hours (Monday through Friday, 8:00 a.m. to 4:30 p.m.), Members shall contact the Cooperative office at (203) 375-5056. The on-call maintenance line is not monitored during regular office hours.

6.2 Definition of a Maintenance Emergency

For purposes of this Policy, a maintenance emergency includes conditions that pose an immediate threat to life, health, safety, or property, including but not limited to:

- Active water leaks causing property damage.
- Burst water pipes.
- Sewer backups affecting living areas.
- Gas leaks or suspected gas leaks.
- Electrical hazards, including sparking, smoking, or burning electrical components.
- Structural failures creating an immediate safety hazard.
- Fire-related damage requiring immediate response.

The following are generally not considered maintenance emergencies:

- Dripping faucets.
- Running toilets.
- Appliance malfunctions.
- Cosmetic issues.
- Routine maintenance requests.
- Minor plumbing clogs that do not affect habitability.

6.3 Delayed Reporting and Chargebacks

Members are responsible for promptly reporting maintenance issues.

If a Member's failure to timely report a maintenance issue results in additional damage, emergency service calls, overtime labor, weekend labor, holiday labor, or increased repair costs, the Corporation may assess all or a portion of those costs to the Member, subject to the Occupancy Agreement and applicable governing documents.

7. ACCESS

7.1 Members shall provide access to the Corporation, its agents, employees, and contractors for inspection, maintenance, repair, replacement, and emergency response upon reasonable notice. See Occupancy Agreement, Article 18.

7.2 In the event of an emergency, the Corporation may enter a unit without prior notice when necessary to protect persons, property, or Cooperative assets.

7.3 Any additional costs incurred due to a Member's refusal or failure to provide access shall be assessed to the Member.

8. COST ALLOCATION

8.1 If the Corporation performs maintenance, repair, or replacement work that is the responsibility of a Member, all associated costs shall be charged to the Member.

8.2 If damage affects multiple units or common elements, responsibility for costs shall be determined based upon:

- The origin of the damage.
- Findings of negligence or misuse.
- Insurance coverage and claim determinations.
- Improvements and Betterments Rule.

8.3 If a Member fails to perform required maintenance, repair, or replacement obligations, the Board of Directors may, after notice and an opportunity for hearing, authorize the Corporation to perform the required work and assess all associated costs to the Member's account pursuant to Article 13(c) of the Occupancy Agreement.

9. ENFORCEMENT

Failure to comply with this Policy may result in one or more of the following:

- Chargebacks for repairs, maintenance, or corrective action performed by the Corporation pursuant to Occupancy Agreement Article 13(c).
- Fines authorized under the Occupancy Agreement, Bylaws, or Rules and Regulations.
- Suspension of privileges where permitted by governing documents.
- Legal action, collection proceedings, or other remedies available to the Corporation.

Please refer to *Charges, Fees, Fines and /or Collections and Foreclosure Rule*

10. AMENDMENTS

This Policy may be amended, modified, or repealed by resolution of the Board of Directors in accordance with the Bylaws and applicable law.

CERTIFICATION

The undersigned hereby certifies that the foregoing Maintenance Responsibility Policy was duly adopted by the Board of Directors on the date first set forth above.

Board President

Secretary
