

**MAINTENANCE AND INSURANCE CHART**  
**AVILA PARK CONDOMINIUM ASSOCIATION, INC.**  
As of February 25th, 2019

|   | Item   | Owner Maintains, Repairs and Replaces | Association Maintains, Repairs and Replaces* | Owner Insures (Liability and/or Casualty) | Association Insures (Liability and/or Casualty)** |
|---|--|---------------------------------------|--|---|---|
|   | <b>UNITS</b>   |                                       |  |   |   |
| 1 | Material making up the finished surface of the perimeter walls and ceilings, such as, but not limited to, paneling, tile, wallpaper, paint or any other wall or ceiling covering | X                                     |  | X   |   |
| 2 | Material making up the unfinished surfaces of the perimeter walls and ceilings such as, but not limited to, lath, furring, wallboard, plasterboard, drywall, or plaster          |                                       | X  |   | X   |
| 3 | Materials making up the finished surfaces of the floors, such as, but not limited to, flooring materials, carpeting, hardwood floors, tile or any other floor covering           | X                                     |  | X   |   |
| 4 | Materials making up the unfinished surfaces of the floors, including the subfloor, floor deck material, floor joists, and beams  |                                       | X  |   | X   |
| 5 | Appliances, including but not limited to stoves, ovens, cooktops, dishwashers, refrigerators, washers, dryers, whirlpools  | X                                     |  | X   |   |
| 6 | All bathroom, kitchen or other fixtures, including bath and kitchen vents, cabinets and service equipment  | X                                     |  |   | X   |
| 7 | Fireplace or stove hearth, facing brick, tile or firebox   | X                                     |  |   | X   |
| 8 | All contents, furnishings and furniture, including rugs, draperies, and other items of personal property   | X                                     |  | X   |   |

|    | <b>Item</b>   | <b>Owner<br/>Maintains,<br/>Repairs and<br/>Replaces</b> | <b>Association<br/>Maintains,<br/>Repairs and<br/>Replaces</b> | <b>Owner<br/>Insures<br/>(Liability and/or<br/>Casualty)</b> | <b>Association Insures<br/>(Liability and/or<br/>Casualty)**</b> |
|----|---|--|--|--|--|
| 9  | Utilities serving more than one Unit  |  | X  |  | X  |
| 10 | Unfinished interior surfaces of windows and window frames, including glass, screens, locks and hardware   | X  |  |  | X  |
| 11 | Unfinished interior surfaces of exterior doors and door frames, including locks and hardware  | X  |  |  | X  |
| 12 | Utilities, pipes, fixtures and equipment, such as plumbing, television, telephone, communications systems, electrical receptacles and boxes, utility meters, smoke detector or security system, air conditioning, fan coils, heat, hot and cold water, hot water heater, and other utility services, serving only that Unit, from the point they enter the Unit (the interior of the drywall) | X  |  |  | X  |
| 13 | Water removal and clean up from water leaks, roof leaks, sewer backups, or water intrusion from any source  | X  |  | X  |  |
| 14 | Interior Pest Control (including removal of insects, animals, etc.)   | X  |  | X  |  |
| 15 | Public liability coverage with each Unit and on the Unit's Limited Common Elements  | N/A  |  | X  |  |
| 16 | Worker's compensation coverage within each Unit and on the Unit's Limited Common Elements   | N/A  |  | X  |  |

|    | Item  | Owner Maintains, Repairs and Replaces                         | Association Maintains, Repairs and Replaces | Owner Insures (Liability and/or Casualty) | Association Insures (Liability and/or Casualty)** |
|----|---|---|---|---|---|
|    | <p align="center"><b>LIMITED COMMON ELEMENTS</b></p> <p align="center">Pursuant to Section 10.3 of the Declaration, Common Expenses associated with the maintenance, repair and replacement of Limited Common Elements shall be assessed to the Units to which the Limited Common Elements are appurtenant.</p> |   |   |   |   |
| 17 | Balconies and patios  | X<br>(Routine maintenance care of walls, floors and ceilings) | X<br>(Repair and replace)                   |   | X   |
| 18 | Exterior surfaces of doors, door frames, windows and window frames, including patio door and door frame   | X<br>(Clean exterior surfaces of doors and door frames only)  | X   |   | X   |
| 19 | Light bulbs and sensors for exterior electrical fixtures on balconies or patios   | X   |   |   | X   |
| 20 | Storage Closets   | X<br>(Routine care and maintenance of interior)               | X<br>(Repair and replace)                   |   | X   |
| 21 | Personal property located on or in Limited Common Elements  | X   |   | X   |   |
|    | <p align="center"><b>GENERAL COMMON ELEMENTS</b></p>  |   |   |   |   |
| 22 | All areas and items identified in the Declaration and on the Map as General Common Elements   |   | X   |   | X   |

|    | Item  | Owner Maintains, Repairs and Replaces | Association Maintains, Repairs and Replaces | Owner Insures (Liability and/or Casualty) | Association Insures (Liability and/or Casualty)** |
|----|---|---------------------------------------|---|---|---|
| 23 | All land and structural components of buildings, including roofs, gutters, downspouts, unfinished drywall or concrete perimeter walls, subfloors, landscaping, walkways, steps, stairs and irrigation systems |                                       | X   |   | X   |
| 24 | Sidewalks, steps, walkways and private driveways, including snow removal  |                                       | X   |   | X   |
| 25 | Underground and above ground parking areas  |                                       | X   |   | X   |
| 26 | Elevators   |                                       | X   |   | X   |
| 27 | Mailboxes   | X<br>(Individual lock only)           | X   |   | X   |
| 28 | Lobby, library/meeting room, pool and pool area, exercise room and equipment, and all furnishings in these areas  |                                       | X   |   | X   |
| 29 | Interior hallways, including flooring, walls and ceilings   |                                       | X   |   | X   |
| 30 | Electricity, gas, water for the common use of all Owners  |                                       | X   |   | X   |

**\*Pursuant to Section 11.3 of the Declaration, the cost of damages determined to be caused by the negligence or tortious acts of any Owner(s) may be assessed against such Owner(s).**

**\*\* ASSOCIATION INSURANCE AND RESPONSIBILITY FOR PAYMENT OF DEDUCTIBLE AMOUNT**

**The Association is not required to insure the interior finished surfaces, such as paint, wallpaper, tile or carpeting. The Association is also not required to insure betterments and improvements installed by owners or upgrades from original construction.**

**Whether the Board, in its discretion, chooses to submit a claim under the Association insurance policies or not, the payment of the deductible amount for claims for which the Association is responsible for insurance coverage shall be as follows:**

- 1. The Association shall pay or absorb the deductible amount for any work, repairs or reconstruction for damage to Common Elements unless the damage is caused by the negligent or willful act or omission of an**

Owner, his family, guests, or invitees, in which case the Association shall seek reimbursement of the deductible amount in compliance with and under the terms of the Declaration.

2. Any loss falling within the deductible portion of the Association policies to property for which Owners have repair and maintenance responsibility shall be paid or absorbed by the Owners of the Units involved in the same proportion as each Owner's claim bears to the total amount of insurance proceeds paid for the occurrence.

**CERTIFICATION:** The undersigned, being the President of the Avila Park Condominium Association, Inc., a Colorado non-profit corporation, certifies that the foregoing allocation of Maintenance and Insurance responsibilities was adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board on February 13th, 2019, and in witness thereof, the undersigned has subscribed her/his name.

**AVILA PARK CONDOMINIUM ASSOCIATION, INC.**

By:   
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President