

**CHARLESTON PLACE ASSOCIATION, INC.  
MAINTENANCE, REPAIR, AND INSURANCE RESPONSIBILITY CHART**

The following chart depicts the responsibility for maintenance, repair and insurance between the Owners and the Charleston Place Association, Inc. (“Association”) pursuant to the Declaration of Covenants, Conditions and Restrictions for Charleston Place A Condominium recorded on May 10, 1976 at Reception No. 1734183 (“Declaration”). **This Chart does not amend the Declaration and in all respects, the Declaration will control.**

Key  
O = Owner  
A = Association

	MAINTENANCE <sup>1,2</sup>	AUTHORITY FOR MAINTENANCE	INSURANCE <sup>3,4,5</sup>	AUTHORITY FOR INSURANCE
<b>BUILDING EXTERIOR / BUILDING INTERIOR EXCLUDING UNITS<sup>6</sup></b>				
Structural components of the buildings, including, but not limited to, beams, girders, columns, perimeter and supporting walls	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Exterior surfaces of the condominium buildings	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Roof	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Gutters and downspouts	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Trim	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Chimney and flue	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Window Wells	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Shutters of Units	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Windows of Units – window screens or other glass surfaces	O	Declaration Section 7.1	A	Declaration Section 8.1
Windows of Common Elements – window screens or other glass surfaces	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Windows of Units and Common Elements – caulking and trim around exterior of windows	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Doors – Common Elements	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Exterior light fixtures serving one Unit	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Exterior light fixtures – Common Elements	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1

	<b>MAINTENANCE<sup>1,2</sup></b>	<b>AUTHORITY FOR MAINTENANCE</b>	<b>INSURANCE<sup>3,4,5</sup></b>	<b>AUTHORITY FOR INSURANCE</b>
Balcony appurtenant to or adjoining the Unit – maintenance and repair	<b>A</b>	<b>Declaration Sections 2.7, 7.2</b>	<b>A</b>	<b>Declaration Section 8.1</b>
Balcony appurtenant to or adjoining the Unit – keep in clean and sanitary condition <sup>7</sup>				
Patio appurtenant to or adjoining the Unit - – maintenance and repair	<b>A</b>	<b>Declaration Sections 2.7, 7.2</b>	<b>A</b>	<b>Declaration Section 8.1</b>
Patio appurtenant to or adjoining the Unit – keep in clean and sanitary condition				
Porch appurtenant to or adjoining the Unit – maintenance and repair	<b>A</b>	<b>Declaration Sections 2.7, 7.2</b>	<b>A</b>	<b>Declaration Section 8.1</b>
Porch appurtenant to or adjoining the Unit – keep in clean and sanitary condition				
Storage spaces	<b>A</b>	<b>Declaration Sections 2.7, 7.2</b>	<b>A</b>	<b>Declaration Section 8.1</b>
Laundry rooms	<b>A</b>	<b>Declaration Sections 2.7, 7.2</b>	<b>A</b>	<b>Declaration Section 8.1</b>
Unit entry door to hall	<b>O</b>	<b>Declaration Section 7.1</b>	<b>A</b>	<b>Declaration Section 8.1</b>
Halls, corridors, lobbies, stairs, stairways, railing, fire escapes, entrances and exits within Common Elements.	<b>A</b>	<b>Declaration Sections 2.7, 7.2</b>	<b>A</b>	<b>Declaration Section 8.1</b>
<b>UTILITIES<sup>8</sup></b>				
Utilities <b>outside Units, serving more than one Unit</b> , including but not limited to, electrical and other wires, water/sewer pipes, cables, circuit boxes, water meters, and circuit breakers	<b>A</b>	<b>Declaration Sections 1.1, 2.7, 7.2</b>	<b>A</b>	<b>Declaration Section 8.1</b>
Utilities <b>outside Units, serving only one Unit</b> , including, but not limited to, furnaces, heating equipment, thermostats, ducts, conduits, water pipes, electrical wiring, electrical outlets, telephone wiring, telephone outlets, light switches, hot water equipment, cable wiring, compressors, sump pumps, circuit breakers	<b>A</b>	<b>Declaration Sections 1.1, 2.7, 7.2</b>	<b>A</b>	<b>Declaration Section 8.1</b>

	MAINTENANCE <sup>1,2</sup>	AUTHORITY FOR MAINTENANCE	INSURANCE <sup>3,4,5</sup>	AUTHORITY FOR INSURANCE
Utilities <b>inside Unit serving only that Unit</b> , including, but not limited to, furnaces, heating equipment, thermostats, ducts, conduits, water pipes, electrical wiring, electrical outlets, telephone wiring, telephone outlets, light switches, hot water equipment, cable wiring, compressors, sump pumps, circuit breakers	O	Declaration Sections 1.1, 2.7.2, 7.1	A	Declaration Section 8.1
Utilities <b>inside Unit serving more than one Unit</b> , including, but not limited to furnaces, heating equipment, thermostats, ducts, conduits, water pipes, electrical wiring, electrical outlets, telephone wiring, telephone outlets, light switches, hot water equipment, cable wiring, compressors, sump pumps, circuit breakers	O	Declaration Sections 1.1, 2.7.2, 7.1	A	Declaration Section 8.1
Air conditioner, including attached lines and hoses <b>serving only one Unit</b>	O	Declaration Sections 1.1, 2.7.2, 7.1	A	Declaration Section 8.1
Air Conditioner Housing	A	Declaration Sections 2.7.2, 7.1	A	Declaration Section 8.1
<b>UNIT INTERIORS</b>				
Furnishings, including all personal property such as furniture, electronics, clothing, area rugs, and freestanding appliances	O	Declaration Sections 2.7.2, 7.1	O	Declaration Section 8.3
Permanent fixtures including, but not limited to, ceiling fans, hand rails, cabinets, countertops, bathtubs and showers, sinks, toilets, <b>as initially installed by the Declarant</b>	O	Declaration Sections 2.7.2, 7.1	A	Declaration Section 8.1
Appliances including, but not limited to, an oven, range, refrigerator, and built-in microwave	O	Declaration Sections 2.7.2, 7.1	O	Declaration Section 8.3
Window coverings, if within Unit	O	Declaration Sections 1.1, 2.7.2, 7.1	O	Declaration Section 8.3
Partition walls within Unit – unfinished portions	O	Declaration Sections 1.1, 2.7.2, 7.1	A	Declaration Section 8.1

	MAINTENANCE <sup>1,2</sup>	AUTHORITY FOR MAINTENANCE	INSURANCE <sup>3,4,5</sup>	AUTHORITY FOR INSURANCE
including, but not limited to, studs and insulation				
Partition walls within Unit – finished surfaces including, but not limited to, drywall, paint, wallpaper, and paneling	O	Declaration Sections 1.1, 2.7.2, 7.1	A	Declaration Section 8.1
Perimeter walls – unfinished portions including, but not limited to, studs, insulation, beams, and girders between perimeter wall and building exterior	A	Declaration Sections 1.1, 2.7.2, 7.2	A	Declaration Section 8.1
Perimeter walls – finished surfaces including, but not limited to, drywall, paint, wallpaper, paneling, and texture	O	Declaration Sections 1.1, 2.7.2, 7.1	A	Declaration Section 8.1
Party walls between Units - unfinished portions including, but not limited to, studs and insulation	A	Declaration Sections 1.1, 2.7.2, 7.2	A	Declaration Section 8.1
Party walls between Units - finished surfaces including but not limited to, drywall, wood, tile, paint, wallpaper, paneling, and texture	O	Declaration Sections 1.1, 2.7.2, 7.1	A	Declaration Section 8.1
Ceilings – unfinished portions including, but not limited to, studs, beams, girders, supports, and insulation	A	Declaration Sections 1.1, 2.7.2, 7.2	A	Declaration Section 8.1
Ceilings – finished surfaces including, but not limited to, drywall, paint, wallpaper, paneling, and texture	O	Declaration Sections 1.1, 2.7.2, 7.1	A	Declaration Section 8.1
Floor coverings – including, but not limited to, carpet, tile, vinyl, and hardwood <b>not initially installed by Declarant</b>	O	Declaration Sections 1.1, 2.7.2, 7.1	O	Declaration Section 8.3
Subflooring – including, but not limited to, the beams, floor joists, and plywood deck or similar floor deck material	A	Declaration Sections 1.1, 2.7.2, 7.2	A	Declaration Section 8.1
Interior doors within a Unit	O	Declaration Sections 1.1, 2.7.2, 7.1	A	Declaration Section 8.1
Fireplaces (including hearth, damper, facade, firebox, and	O	Declaration Sections 1.1, 2.7.2, 7.1	A	Declaration Section 8.1

	MAINTENANCE <sup>1,2</sup>	AUTHORITY FOR MAINTENANCE	INSURANCE <sup>3,4,5</sup>	AUTHORITY FOR INSURANCE
screen) located within Unit boundaries				
Pests / insects in individual Units	O	Declaration Sections 2.7.2, 7.1	O	Declaration Section 8.3
<b>GROUNDS</b>				
Grass, trees, shrubbery, flowers and similar landscaping constituting part of the Common Elements	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Sprinkler systems constituting part of the Common Elements	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Private roads, streets and drives, sidewalks, curbs, steps, and walkways (including snow removal)	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Common area parking	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Carport <sup>9</sup>	A	Declaration Sections 2.7.2, 7.2	A	Declaration Section 8.1
Lighting for private roads, streets and drives, sidewalks, curbs, steps, and walkways	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Entry facilities	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Sanitary sewer & storm sewer lines	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Outbuildings	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Pool facilities	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Clubhouse	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Mail kiosks	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1
Monuments and signage for / within the community	A	Declaration Sections 2.7, 7.2	A	Declaration Section 8.1

<sup>1</sup> **Owner's Failure to Maintain:** Generally, an Owner is responsible to the Association or to other Owners for damage caused by said Owner's failure to maintain his/her Unit or Utilities therein. (Section 7.1).

<sup>2</sup> **Association's Failure to Maintain:** If property owned or maintained by an Owner must be maintained or repaired because the Association failed to satisfy its maintenance obligation, such as the Association's failure to properly maintain the Common Elements, the Association is responsible for the cost of the maintenance or repair. Generally, the Association satisfies its maintenance obligation when it acts with reasonable care in light of the apparent risk. *Trailside Townhome Ass'n, Inc. v. Acierno*, 880 P.2d 1197 (Colo. 1994). If the Association acts with reasonable care when maintaining the Common Elements and other areas it must maintain (e.g. roofs), yet the Owner must repair damaged items originating from the Common Elements or other areas (such as replacing carpet due to a leaking roof), the Owner is still responsible for the cost of repair. However, if the Association does not act with reasonable care, the Association might be responsible for the cost of repair.

<sup>3</sup> **Deductibles:** Typically, there is some provision that dictates how deductibles are handled, which we do not see here. We would recommend putting a policy in place to help determine how to handle deductibles. Section 9.3,

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“Insurance Proceeds Insufficient to Repair,” partially addresses this matter in the event of a covered loss, in that a deductible may be part of the “insufficiency,” at which point the deductible becomes a common expense, absent owner negligence. I would recommend having a specific policy in place delineating this more fully.

<sup>4</sup> The Association must obtain insurance to cover the Units, except for improvements or betterments beyond the original construction. (Section 8.1). Thus, if a Unit is damaged, the Association’s insurance and the Owner’s insurance might both provide coverage, depending on whether there were improvements or betterments beyond the original construction. The language of Section 8 says to me that the Association covers almost all of the Unit.

<sup>5</sup> It should be noted that our office has not reviewed the Association’s insurance policies and the content contained herein is merely a depiction of what the Declaration provides pertaining to insurance and has no reflection as to what may actually be insured.

<sup>6</sup> Please keep in mind that any structural components located within a Unit are also the Association’s responsibility pursuant to Section 1.1.

<sup>7</sup> Typically, we see patio and balcony responsibility split, with the Association taking on maintenance and repair responsibility, and the Owner being responsible for keeping it in broom-swept condition. Here, the only affirmative duty is for the Association to the balconies or patios is to “keep in good repair”. It is possible to read the Declaration in two ways: one stating that the Association has to keep the balconies and patios in both good repair AND in good, clean, and sanitary condition; or two, that the responsibility to keep the balconies and patios in clean condition is not specified, and therefore can be assigned to the Owners. I think we can get away with putting the “good, clean, and sanitary condition” responsibility on the Owners for now, but this will require an amendment to clarify.

<sup>8</sup> Insurance of utilities located within a Unit is unclear, as the Owner, in Section 7.1, is deemed to not own the utilities, except as a tenant in common.

<sup>9</sup> See Endnote 7. The same issue is at hand here.