

**REDBUCK AT SORREL RANCH HOMEOWNERS ASSOCIATION, INC.
MAINTENANCE, REPAIR, AND INSURANCE RESPONSIBILITY CHART**

The following chart depicts the responsibility for maintenance, repair and insurance between the Owners and the Redbuck at Sorrel Ranch Homeowners Association, Inc. (“Association”) pursuant to the Condominium Declaration for Redbuck at Sorrel Ranch Condominiums recorded on March 23, 2004 at Reception No. B4051428 (“Declaration”).

Please Note: Per the Declaration, without the prior approval of the Board, no Owner of any Condominium Unit shall make alterations to the exterior portions of its Individual Air Space Unit or to any portion of the Building nor shall an Owner remove any Improvements from the Building. No exterior additions to, alterations, or decoration of the Building or portion of the Common Elements nor any changes in any other Improvements or any exterior improvement of any type shall be commenced, erected, placed, or maintained by the Owner of any Condominium Unit.

Key

O = Owner

A = Association

	MAINTENANCE ^{1,2,3}	AUTHORITY FOR MAINTENANCE	INSURANCE	AUTHORITY FOR INSURANCE
BUILDING EXTERIOR / BUILDING INTERIOR EXCLUDING UNITS				
Structural components of the buildings, including, but not limited to, beams, girders, columns, perimeter and supporting walls	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Exterior surfaces of the condominium buildings	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Roof	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Gutters and downspouts	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Trim	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Chimney and flue	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Awnings (if any)	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Shutters of Units (if any)	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Windows of Units – window screens or other glass surfaces*	O – Interior surfaces, A – Exterior surfaces	Declaration 8.2, 11.1 and Articles 3.3.4	A	Declaration 8.4, 8.5
Windows of Common Elements – window screens or other glass surfaces	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Windows of Units and Common Elements – caulking and trim around exterior of windows	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Doors – Common Elements	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5

	MAINTENANCE^{1,2,3}	AUTHORITY FOR MAINTENANCE	INSURANCE	AUTHORITY FOR INSURANCE
Exterior light fixtures serving one Unit (if any)	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Exterior light fixtures – Common Elements	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Balcony appurtenant to or adjoining the Unit – maintenance and repair	O	Declaration 11.1	A	Declaration 8.4, 8.5
Balcony appurtenant to or adjoining the Unit – keep in clean and sanitary condition	O	Declaration 11.1	A	Declaration 8.4, 8.5
Patio appurtenant to or adjoining the Unit – maintenance and repair	O	Declaration 11.1	A	Declaration 8.4, 8.5
Patio appurtenant to or adjoining the Unit – keep in clean and sanitary condition	O	Declaration 11.1	A	Declaration 8.4, 8.5
Porch appurtenant to or adjoining the Unit – maintenance and repair	O	Declaration 11.1	A	Declaration 8.4, 8.5
Porch appurtenant to or adjoining the Unit – keep in clean and sanitary condition	O	Declaration 11.1	A	Declaration 8.4, 8.5
Concrete stairs and walkways leading to individual units or Unit balconies, patios or porches	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Parking garage to Unit	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Parking garage to Unit – garage door	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Unit entry door to hall	O – Interior Surface, A - Remainder	Declaration 8.2, 11.1 and Articles 3.3.4	A	Declaration 8.4, 8.5
Halls, corridors, lobbies, stairs, stairways, railing, fire escapes, entrances and exits within Common Elements.	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Driveways	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
UTILITIES				
Utilities outside Units, serving more than one Unit , including but not limited to, electrical and other wires, water/sewer pipes, cables, circuit boxes, water meters, and circuit breakers	O – if serving less than all units, A if serving all units	Declaration 8.2, 11.1 and Articles 3.3.4	A	Declaration 8.4, 8.5

	MAINTENANCE^{1,2,3}	AUTHORITY FOR MAINTENANCE	INSURANCE	AUTHORITY FOR INSURANCE
Utilities outside Units, serving only one Unit , 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	A	Declaration 8.2	A	Declaration 8.4, 8.5
Utilities inside Unit serving only that Unit , 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 11.1	A	Declaration 8.4, 8.5
Utilities inside Unit serving more than one Unit , 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 – if serving less than all units, A if serving all units	Declaration 8.2, 11.1 and Articles 3.3.4	A	Declaration 8.4, 8.5
Air conditioner, including attached lines and hoses serving only one Unit	O	Declaration 11.1	A	Declaration 8.4, 8.5
UNIT INTERIORS				
Furnishings, including all personal property such as furniture, electronics, clothing, area rugs, and freestanding appliances	O	Declaration 8.2	O	Declaration 8.4, 12.15
Permanent fixtures including, but not limited to, ceiling fans, handrails, cabinets, countertops, bathtubs and showers, sinks, toilets	O	Declaration 11.1	O	Declaration 12.15

	MAINTENANCE^{1,2,3}	AUTHORITY FOR MAINTENANCE	INSURANCE	AUTHORITY FOR INSURANCE
Appliances including, but not limited to, an oven, range, refrigerator, and built-in microwave	O	Declaration 11.1	O	Declaration 8.4, 12.15
Window coverings	O	Declaration 11.1	O	Declaration 12.15
Wall trimmings	O	Declaration 11.1	O	Declaration 8.4, 12.15
Partition walls within Unit – unfinished portions including, but not limited to, studs and insulation	O	Declaration 11.1	O	Declaration 12.15
Partition walls within Unit – finished surfaces including, but not limited to, drywall, paint, wallpaper, and paneling	O	Declaration 11.1	O	Declaration 12.15
Perimeter walls – unfinished portions including, but not limited to, studs, insulation, beams, and girders between perimeter wall and building exterior	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Perimeter walls – finished surfaces including, but not limited to, drywall, paint, wallpaper, paneling, and texture	O	Declaration 11.1	O	Declaration 12.15
Ceilings – unfinished portions including, but not limited to, studs, beams, girders, supports, and insulation	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Ceilings – finished surfaces including, but not limited to, drywall, paint, wallpaper, paneling, and texture	O	Declaration 11.1	O	Declaration 12.15
Floor coverings – including, but not limited to, carpet, tile, vinyl, and hardwood	O	Declaration 11.1	O	Declaration 12.15
Subflooring – including, but not limited to, the beams, floor joists, and plywood deck or similar floor deck material	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Interior doors within a Unit	O	Declaration 11.1	O	Declaration 12.15
Fireplaces (including hearth, damper, facade, firebox, and screen)	O	Declaration 11.1	O	Declaration 12.15
Pests / insects in individual Units	O	Declaration 11.1	O (if any available)	Declaration 12.15

	MAINTENANCE ^{1,2,3}	AUTHORITY FOR MAINTENANCE	INSURANCE	AUTHORITY FOR INSURANCE
GROUNDS				
Grass, trees, shrubbery, flowers and similar landscaping constituting part of the Common Elements	A	Declaration 8.2, 11.28 and Articles 3.3.4	A	Declaration 8.4, 8.5
Portions of the landscaping on Condominium Units/Constituting Limited Common Elements	O	Declaration 11.1, 11.10 and 11.28	A	Declaration 8.4, 8.5
Sprinkler systems constituting part of the Common Elements	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Private roads, streets and drives, sidewalks, curbs, steps, and walkways (including snow removal)	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Common area parking	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Sanitary sewer & storm sewer lines	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Pool facilities	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4, 8.5
Clubhouse/Pool House	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4
Picnic Area (including shelter and benches)	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4
Bicycle Parking Areas	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4
Mail kiosks	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4
Monuments and signage for / within the community (if any)	A	Declaration 8.2, Articles 3.3.4	A	Declaration 8.4

*Please note that, although the Declaration classifies the interior surfaces of Unit windows as part of the “Individual Air Space Unit,” and therefore arguably assigns maintenance, repair and replacement responsibility for that portion of the window to the Owners, the remainder of the Window would fall under Association responsibility. If the glass of a unit window is broken, the Association will likely either need to obtain agreement from the owner to split the cost of its replacement, or pay entirely for its replacement, but likely cannot compel the Owner to pay the full replacement cost.

¹ **Owner’s Failure to Maintain:** “Except as may be approved in writing by the Board of Directors, nothing shall be done or kept on property within the Project which may result in a material increase in the rates of insurance or would result in the cancellation of any insurance maintained by the Association. No Owner shall cause or permit a situation or condition to exist in that Owner's Individual Air Space Unit which causes or might reasonably cause the insurance rates for neighboring Condominium Units to be increased beyond those that would be applicable absent such situation or condition.” (Declaration 11.17).

² **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.

³ **Repair and Reconstruction:** “The Association is hereby irrevocably appointed attorney-in-fact for each of the Owners to deal with all insurance policies carried by the Association pursuant to Article 8, to have exclusive authority to adjust all losses, and to deal with the Project in the event of its destruction, damage, obsolescence, or condemnation, including, the repair, replacement, and improvement of the Buildings, any Individual Air Space Units, Common Elements, or other portions of the Project which have been destroyed, damaged, condemned, or become obsolete, the adjustment of all losses, the exclusive representation of the Association and the Owners in any condemnation proceeding, and to take all other appropriate actions on behalf of the Association and the Owners in connection therewith...“Repair and Reconstruction” of the Improvements, as used herein, shall mean restoring the Improvements to substantially the same condition in which they existed prior to their damage or destruction, with each Condominium Unit and the Common Elements having substantially the same vertical and horizontal boundaries as before, and all Improvements being reconstructed or repaired in substantial conformance with the Project's original architectural plan and scheme, to the extent then reasonably and economically feasible. The proceeds of any insurance collected by the Association shall be used by the Association in trust for the Owners and their respective Mortgagees, as their interests may appear, for the purpose of repair, reconstruction, restoration, or replacement.” (Decl. 6.1, 6.3).