

**THE SECOND TIMBERS AT SO. GRANBY WAY CONDOMINIUM ASSOCIATION  
MAINTENANCE, REPAIR, AND INSURANCE RESPONSIBILITY CHART**

The following chart depicts the responsibility for maintenance, repair and insurance between the Owners and The Second Timbers at So. Granby Way Condominium Association (“Association”) pursuant to the Condominium Declaration for The Second Timbers Condominiums, recorded on April 13, 1976 at Reception No. 1547015 (“Declaration”). As used herein, the term “Unit” refers to Individual Air Space Unit as defined in the Declaration. This document does not override or replace the provisions of the Declaration.

**Key**

O = Owner

A = Association

	MAINTENANCE <sup>1,2</sup>	AUTHORITY FOR MAINTENANCE	INSURANCE <sup>3</sup>	AUTHORITY FOR INSURANCE
<b>BUILDING EXTERIOR / BUILDING INTERIOR EXCLUDING UNITS</b>				
Structural components of the buildings, including, but not limited to, beams, girders, columns, perimeter and supporting walls	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Exterior surfaces of the condominium buildings	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Roof	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Gutters and downspouts	A	Declaration, Section 1.10 and Section 7.2	A	Declaration, Section 8.2
Trim	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Chimney	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Windows of Units – window screens or other glass surfaces	O	Declaration, Section 1.6 and Section 11.6	A	Declaration, Section 8.2
Windows of Common Elements – window screens or other glass surfaces	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Windows – caulking and trim around exterior of windows	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Doors – Common Elements	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Unit Entry Doors – maintain, repair and replace	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2

	MAINTENANCE <sup>1,2</sup>	AUTHORITY FOR MAINTENANCE	INSURANCE <sup>3</sup>	AUTHORITY FOR INSURANCE
Unit Entry Doors – interior surfaces	O	Declaration, Section 1.6 and Section 11.6	A	Declaration, Section 8.2
Exterior light fixtures – Common Elements	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Balconies & Patios appurtenant to or adjoining the Unit – <b>maintenance and repair</b>	A	Declaration, Section 1.12 and Section 6.1	A	Declaration, Section 8.2
Balconies & Patios appurtenant to or adjoining the Unit – <b>keep in good, clean, sanitary and attractive condition</b>	O	Declaration, Section 1.12 and Section 6.1	A	Declaration, Section 8.2
Halls, corridors, lobbies, stairs, stairways, railing, fire escapes, entrances and exits within Common Elements.	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
<b>UTILITIES</b>				
Utilities <b>outside Units, serving more than one Unit, but fewer than all --</b> including but not limited to, electrical and other wires, water/sewer pipes, cables, circuit boxes, water meters, and circuit breakers	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Utilities <b>within Unit, including utility, heating, air conditioning and hot water heating equipment contained within such Individual Air Space Unit – keep in good, clean, sanitary and attractive condition</b>	O	Declaration, Section 1.12 and Section 6.1	A	Declaration, Section 8.2
Utilities <b>inside Unit serving more than one Unit, including, but not limited to</b> furnaces, heating equipment, thermostats, ducts, conduits, water pipes, electrical wiring, telephone wiring, hot water equipment, cable wiring, compressors, circuit breakers	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Air conditioning serving one Unit – Good, clean, sanitary and attractive condition	O	Declaration, Section 1.12 and Section 6.1	A	Declaration, Section 8.2

	MAINTENANCE <sup>1,2</sup>	AUTHORITY FOR MAINTENANCE	INSURANCE <sup>3</sup>	AUTHORITY FOR INSURANCE
<b>UNIT INTERIORS</b>				
Furnishings, including all personal property including, but not limited to, furniture, electronics, clothing, area rugs, and freestanding appliances	O	Declaration, Section 1.6 and Section 11.6	O	Declaration, Section 8.10
Fixtures or equipment within a Condominium Unit which are normally financed under a First Mortgage including, but not limited to, hand rails, cabinets, countertops, bathtubs and showers, sinks, toilets	O	Declaration, Section 1.6 and Section 11.6	A	Declaration, Section 8.2
Appliances including, but not limited to, an oven, range, refrigerator, and built-in microwave	O	Declaration, Section 1.6 and Section 11.6	A	Declaration, Section 8.2
Window coverings	O	Declaration, Section 1.6 and Section 11.6	O	Declaration, Section 8.10
Partition walls within Unit – unfinished portions including, but not limited to, studs and insulation	O	Declaration, Section 1.6 and Section 11.6	A	Declaration, Section 8.2
Partition walls within Unit – finished surfaces including, but not limited to, drywall, paint, wallpaper, and paneling	O	Declaration, Section 1.6 and Section 11.6	A	Declaration, Section 8.2
Perimeter walls – unfinished portions including, but not limited to, studs, insulation, beams, and girders between perimeter wall and building exterior	A	Declaration, Section 1.6 and Section 6.1	A	Declaration, Section 8.2
Perimeter walls – finished surfaces including, but not limited to, drywall, paint, wallpaper, paneling, and texture	O	Declaration, Section 1.6 and Section 11.6	A	Declaration, Section 8.2
Ceilings – unfinished portions including, but not limited to, studs, beams, girders, supports, and insulation	A	Declaration, Section 1.6 and Section 6.1	A	Declaration, Section 8.2
Ceilings – finished surfaces including, but not limited to, drywall, paint, wallpaper, paneling, and texture	O	Declaration, Section 1.6 and Section 11.6	A	Declaration, Section 8.2
Floor coverings – including, but not limited to, carpet, tile, vinyl, and hardwood	O	Declaration, Section 1.6 and Section 11.6	A	Declaration, Section 8.2

	MAINTENANCE <sup>1,2</sup>	AUTHORITY FOR MAINTENANCE	INSURANCE <sup>3</sup>	AUTHORITY FOR INSURANCE
Subflooring – including, but not limited to, the beams, floor joists, and plywood deck or similar floor deck material	A	Declaration, Section 1.6 and Section 6.1	A	Declaration, Section 8.2
Interior doors within a Unit	O	Declaration, Section 1.6 and Section 11.6	A	Declaration, Section 8.2
Fireplaces – keep in a clean and sanitary condition	O	Declaration, Section 1.12 and Section 6.1	N/A	N/A
Pests / insects in individual Units	O	Declaration, Section 1.6 and Section 11.6	N/A	N/A
<b>GROUNDS</b>				
Grass, trees, shrubbery, flowers and similar landscaping constituting part of the Common Elements	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Sprinkler systems constituting part of the Common Elements	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Private roads, streets and drives, sidewalks, curbs, steps, and walkways (including snow removal)	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Common area parking	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Carpports <sup>4</sup>	A	Declaration, Section 4.3	A	Declaration, Section 8.2
Lighting for private roads, streets and drives, sidewalks, curbs, steps, and walkways	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Entry facilities	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Sanitary sewer & storm sewer lines	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Trash Enclosures	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Pool facilities	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Mail kiosks	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2
Monuments and signage for / within the community	A	Declaration, Section 1.10 and Section 6.1	A	Declaration, Section 8.2

---

<sup>1</sup> **Owner's Failure to Maintain:** Example: 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. (Declaration, Section 6.2).

<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, utilities including pipes, etc.), 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. That said, the Board of Directors of the Association has significant discretion to determine the scope of the Association's maintenance obligations.\*\*

**\*\*Example:** A Common Element pipe leaks or breaks, causing damage to the interior walls and the perimeter walls of a Unit. Generally, if the Association knew or had reason to know of a problem with a common element pipe, and failed to take action to remedy, then it may be held liable for negligence, and therefore would be responsible to repair any resulting damages (likewise, if an owner was negligent or caused the damage to the common element pipe, then they would be responsible for the resulting damages). However, if the Association was not negligent in maintaining the pipe (i.e. did not know or had no reason to know of a problem with the pipe prior to the incident), then the responsibility for damages is simply allocated as reflected in this chart. In this case, that means the owner of the damaged Unit would be responsible for all portions of any **\*interior\*** walls in the unit, and for paint/wallpaper on the perimeter walls (see Declaration at Sections 1.6, 2.4, and 11.6). In contrast, the Association would be responsible for all parts of the perimeter walls up to the unfinished interior surfaces (i.e. everything except paint/wallpaper) (see Declaration at Section 1.10.2).

<sup>3</sup> **Deductibles:** Example: Owners are responsible for the cost of any deductible amounts for which they may be liable through their own negligence or willful act or omissions. (Declaration, Section 6.2)

<sup>4</sup> **Carport Maintenance & Costs:** Under Section 4.3 of the Declaration, while the Association has the duty to maintain and repair the carports for each Unit, the Owners of a Condominium Unit which have the right to the use of a carport shall also have the obligation to reimburse the Association for its costs and expenses in maintaining and repairing the particular carport.