

**WOODGATE TERRACE 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 Woodgate Terrace Homeowners Association, Inc. (“Association”) pursuant to the Declaration of Covenants, Conditions, and Restrictions of Woodgate Terrace Townhomes recorded on June 24, 1986 at Reception No. 2685299 (“Declaration”), the Second Amendment to Declaration of Covenants, Conditions and Restrictions of Woodgate Terrace Townhomes recorded on November 20, 1997 at Reception No. A7147230 in the records of the Arapahoe County Clerk and Recorder (“2<sup>nd</sup> Amendment”), and all duly adopted and recorded amendments thereto.

Key  
O = Owner  
A = Association

	MAINTENANCE <sup>1,2,6</sup>		AUTHORITY FOR MAINTENANCE	INSURANCE <sup>3,4</sup>		AUTHORITY FOR INSURANCE
	Attached (“Townhomes”)	Detached (“Single Family”)		Attached (“Townhomes”)	Detached (“Single Family”)	
<b>BUILDING EXTERIOR</b>						
Structural components of the buildings, including, but not limited to, beams, girders, foundations (except for insurance coverage), columns, walls	O	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Exterior surfaces of the buildings	A	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Roof	A	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Gutters and downspouts	A	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Trim	A	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Chimney and flue	A	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Shutters of Units	A	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Windows – window frames, window screens and glass surfaces	O	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Windows – caulking and trim around exterior of windows	O	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and

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	Attached (“Townhomes”)	Detached (“Single Family”)		Attached (“Townhomes”)	Detached (“Single Family”)	
			1(c)			2.1
Skylights <sup>5</sup> (and any mechanisms associated therewith) – <b>Repair or replacement</b>	O	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Skylight - cleaning and caulking	O	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	N/A		
Exterior Doors and Door Frames – Repairs or Replacement	O	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Exterior Doors and Door Frames – Painting	A	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Exterior light fixtures of residences	A	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Exterior light fixtures – Common Areas	A		2 <sup>nd</sup> Amend., Article VIII, Section 4	A		2 <sup>nd</sup> Amend., Article V, Section 1
Backyard or Patio Area and Landscaping or Improvements within area	O	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Privacy Fencing Around Patio or Backyard Area	O	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Air Conditioning Unit on Patio or in Backyard	O	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Garage Door – Painting	A	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Garage Door and Garage Door Opener – Repair and Replacement	O	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Sidewalks and walkways	A	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Driveways – Snow Removal	A	A	2 <sup>nd</sup> Amend., Article VIII, Section 1(a), 1(c) and 4	N/A	N/A	N/A
Driveways – Maintenance and Repair	A	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and

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	Attached (“Townhomes”)	Detached (“Single Family”)		Attached (“Townhomes”)	Detached (“Single Family”)	
			1(c)			2.1
Perimeter Fencing on Lot (except privacy fencing around patio or backyard areas)	A	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Landscaping on Front Areas of Lots	A	A	2 <sup>nd</sup> Amend., Article VIII, Section 4	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Landscaping on Side Areas of Lots	A	A	2 <sup>nd</sup> Amend., Article VIII, Section 4	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
<u>Landscaping on backyard and patio areas</u>	<b>NOTE: Art. VIII, Section 1 and Section 4 seem to say that both Attached and Detached are responsible for maintenance of landscaping and improvements in backyard and patio areas of both types of Lots. Is this how it has historically been done?</b>					
<b>UTILITIES</b>						
Utilities <b>outside Lots serving more than one Lot</b> including but not limited to, electrical and other wires, water/sewer pipes, cables, circuit boxes, water meters, and circuit breakers	A		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 4	A		2 <sup>nd</sup> Amend., Article V, Section 1
Utilities <b>within Lots, but outside of residence</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	O	O	2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Utilities <b>inside residence</b> , including, but not limited to, furnaces, heating equipment, thermostats, ducts, conduits, water pipes, electrical wiring, electrical outlets, telephone wiring,	O		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1

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	Attached (“Townhomes”)	Detached (“Single Family”)		Attached (“Townhomes”)	Detached (“Single Family”)	
telephone outlets, light switches, hot water equipment, cable wiring, compressors, sump pumps, circuit breakers						
<b>RESIDENCE INTERIORS</b>						
Furnishings, including all personal property such as furniture, electronics, clothing, area rugs, and freestanding appliances	O		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	O		2 <sup>nd</sup> Amend., Article V, Section 8
Permanent fixtures including, but not limited to, ceiling fans, hand rails, cabinets, countertops, bathtubs and showers, sinks, toilets	O		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Appliances including, but not limited to, an oven, range, refrigerator, and built-in microwave	O		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	O		2 <sup>nd</sup> Amend., Article V, Section 8
Window coverings	O		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	O		2 <sup>nd</sup> Amend., Article V, Section 8
Partition walls – unfinished portions including, but not limited to, studs and insulation	O		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Partition walls – finished surfaces including, but not limited to, drywall, paint, wallpaper, and paneling	O		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Perimeter walls – unfinished portions incl., but not limited to, studs, insulation, beams, and girders between perimeter wall and building exterior	O		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Perimeter walls – finished surfaces including, but not	O		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1

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limited to, drywall, paint, wallpaper, paneling, and texture						
Party walls - unfinished portions including, but not limited to, studs and insulation	Shared between owners who use party wall	N/A	Declaration, Article VII	A	N/A	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1; Article VII
Party walls - finished surfaces including but not limited to, drywall, wood, tile, paint, wallpaper, paneling, and texture	Shared between owners who use party wall	N/A	Declaration, Article VII	A	N/A	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1; Article VII
Ceilings – unfinished portions including, but not limited to, studs, beams, girders, supports, and insulation	O		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Ceilings – finished surfaces including, but not limited to, drywall, paint, wallpaper, paneling, and texture	O		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Floor coverings – including, but not limited to, carpet, tile, vinyl, and hardwood	O		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Subflooring – including, but not limited to, the beams, floor joists, and plywood deck or similar floor deck material	O		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Interior doors within a residence	O		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Fireplaces (including hearth, damper, facade, firebox, and screen)	O		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
Pests / insects in individual residences	O		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 1(c)	A	O	2 <sup>nd</sup> Amend., Article V, Section 2 and 2.1
<b>GROUNDS (COMMON AREAS)</b>						
Grass, trees, shrubbery, flowers and similar landscaping	A		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 4	A		2 <sup>nd</sup> Amend., Article V, Section 1

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	Attached (“Townhomes”)	Detached (“Single Family”)		Attached (“Townhomes”)	Detached (“Single Family”)	
constituting part of the Common Areas						
Sprinkler systems constituting part of the Common Areas	A		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 4	A		2 <sup>nd</sup> Amend., Article V, Section 1
Private roads, streets, drives, sidewalks, curbs, steps, and walks (incl. snow removal)	A		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 4	A		2 <sup>nd</sup> Amend., Article V, Section 1
Parking areas	A		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 4	A		2 <sup>nd</sup> Amend., Article V, Section 1
Lighting for private roads, streets and drives, sidewalks, curbs, steps, and walkways	A		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 4	A		2 <sup>nd</sup> Amend., Article V, Section 1
Perimeter Fencing	A		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 4	A		2 <sup>nd</sup> Amend., Article V, Section 1
Sanitary sewer & storm sewer lines	A		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 4	A		2 <sup>nd</sup> Amend., Article V, Section 1
Outbuildings	A		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 4	A		2 <sup>nd</sup> Amend., Article V, Section 1
Pool facilities	A		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 4	A		2 <sup>nd</sup> Amend., Article V, Section 1
Clubhouse	A		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 4	A		2 <sup>nd</sup> Amend., Article V, Section 1
Tennis Court	A		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 4	A		2 <sup>nd</sup> Amend., Article V, Section 1
Mail kiosks	A		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 4	A		2 <sup>nd</sup> Amend., Article V, Section 1
Monuments and signage for / within the community	A		2 <sup>nd</sup> Amend., Article VIII, Section 1(a) and 4	A		2 <sup>nd</sup> Amend., Article V, Section 1

<sup>1</sup> **Owner’s Failure to Maintain:** Per the 2<sup>nd</sup> Amendment, Article VIII, Section 2: ”In the event any Owner shall fail to perform his maintenance or repair obligations in a manner satisfactory to the Board of Directors of the Association, the Association may, if said failure continues for a thirty (30) day period after written notice to said Owners by the Board, enter upon said Lot...to perform any or all of such maintenance. The cost of such maintenance, repair or restoration shall be the personal obligation of the Owner(s) of the Lot...shall be added to and become part of the assessment to which such Lot is subject...”

<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 Areas, 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.

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*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:** Per the Declaration, Article V, Section 4: “Any loss falling within the deductible portion of such policy shall be borne by the person or entity who is responsible for the repair and maintenance of the property which is damaged or destroyed...Notwithstanding the foregoing, after notice and hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or negligence of an Owner...”

<sup>4</sup> **Shifting of Insurance Responsibility:** Per the 2<sup>nd</sup> Amendment, Article V, Section 2(c): “Notwithstanding the provisions contained in Section 2 of this Article V, the Board of Directors may, with the concurrence of 2/3 of a quorum of the Class A-1 members voting in person or by proxy at a duly held meeting of the Association, determine that the Owner(s) of each Attached Townhome Lot shall obtain, maintain and pay the costs of an insurance policy on the structures on Attached Townhome Lots...”

<sup>5</sup> \* **Skylights:** “The Association’s governing documents do not expressly address “skylights.” Additionally, it is hard to say whether a skylight is a window or part of the roof. There are reasonable arguments for either interpretation. However, given the risk to person and property from requiring Owners to maintain and repairs skylights, a more reasonable interpretation is that skylights are part of the roof.”\*

<sup>6</sup> **Shifting of Maintenance Responsibility:** Per the 2<sup>nd</sup> Amendment, Article VIII, Section 1(b): “Notwithstanding the provisions contained in Section 1(a) of this Article VIII, the Board of Directors may, with the concurrence of 2/3 of a quorum of the Class A-1 members voting in person or by proxy at a duly held meeting of the Association, determine that the Owner(s) of each Attached Townhome Lot shall provide, and pay the cost of, exterior maintenance upon the structures of the Attached Townhome Lot...”