

LINCOLN SQUARE LOFTS

2021 Newsletter

Board of Directors

Loyce Smith
President

Carolyn Erickson
Vice President

Brad Hetland
Treasurer

Balaji Ramanatha
Member at Large

Vacancy - Secretary

Management

**Cherry Creek
HOA Professionals**
14901 E Hampden Ave.
Suite 320
Aurora, CO 80014
303-693-2118

Community Manager

Rachael Burke
303-693-2118
rburke@cchoapro.com

Board Meetings

The 3rd Thursday of every
month at 6:30 PM

Link to meetings can be found
on Association's website



Board of Directors

There is currently a vacant position on the Board of Directors. The position is set to expire in November 2021. If you are interested, please contact your community manager at rburke@cchoapro.com

Email Addresses

Please make sure you are keeping your contact information for owners/tenants up to date with Cherry Creek HOA Professionals. The Management and HOA send out frequent updates through email. Notices are and will still be posted at the mailboxes and bulletin boards.



Landscaping Renovations

The Association contracted with ColoradoScapes last fall for a snow removal and grounds maintenance for the 2021 season. In addition, the Board and ColoradoScapes have been working on several Landscaping Renovations throughout the property. Several larger projects include the re-rock and mulching to the front, sides and back of the property, removal of dead trees, addition of plant material to the pool area, reseeding and treatment to the lawn and pet areas, clean out and tree trimming to the detention pond.

The last major renovation is the conversion of the Association's fountain into a continued planter box. The decision came after several service calls for leaks in the water lines which have started to damage the steps in front of the clubhouse as well as the parking lot, deterioration of the brick columns which were very loose and a safety risk and the increased costs for year-round maintenance. ColoradoScapes were also contracted to repair several areas of concrete and brick throughout the complex. All of the landscaping work is expected to wrap up around June 2021.

Decorative Rocks

As the HOA is hard at work improving the landscaping of the community, we are asking those who contributed the inspirational rocks to please either relocate to the pool area once opened, or please collect for your own personal collection. The Board has asked that these all be relocated before the **end of June 2021**. Any left in the front walkways will be permanently removed.

Asphalt

The Association has contracted with Rose Paving to repair the potholes and cracks to the front parking lots. The repairs are scheduled to begin on May 21st and will be drivable within a few hours. The remainder of the repairs to the parking lots will be conducted in phases, to allow residents continued access to the garages as the materials cure for the allowed time. Management will be sending communication through email and posting notices at the elevators and mailboxes for these scheduled dates. The expected dates are to begin June 3rd and run through the 10th. The contractor will also be re-stripping the parking lot and curbs during this time.

Window Screens

Owners are responsible for the overall maintenance of their window screens. The HOA is currently looking at vendors who in the past have come on site too and scheduled appointments with the community for cleanings.

Patio Lighting

Please make sure to check your exterior patio lighting for wasps nests. This is the time of year when they begin to build nests and become a nuisance.

Carpet Cleaning

The Association is gearing up to have all the common area carpets cleaned. We will send out notices for dates/times once decided.



Pool/Hot Tub

The pool and hot tub are scheduled to reopen Memorial Day weekend and run through Labor Day weekend. In order to obtain pool/hot tub access a returned Covid-19 waiver, and registered Key fob will need to be obtained from every unit.

Units who do not return these items, will not have fobs activated for the pool. Per the current State and County guidelines, we ask that residents still maintain a six foot distance while using the pool.

The Association will be auditing the condition of the current pool furniture and disposing of all damaged or worn furniture. Our plan is to replace all the current patio/pool furniture with updated models within this pool season. We will be looking for community input on design, colors and styles when getting ready to purchase. Information will be sent out later for this topic. In the meantime as several damaged chairs will be thrown out, we encourage residents to bring their own travel chairs. For any questions, please email rburke@cchoapro.com.

Clubhouse Rental

Clubhouse rentals are beginning again on June 1st, 2021, keeping in line with current State and County Covid-19 guidelines. All requests need to be made 1 week in advance. In addition, all fees and deposits are to be collected at a minimum of 2 days in advance of the reservation. Clubhouse reservation forms can be found on the associations website at www.lincolnsquareloftshoa.com or through the portal at portal.cchoapro.com

Key Fobs

All key fobs need to be registered with the HOA. The manager will be conducting an audit of all key fobs that are active. Any fobs that have not been registered with a vendor or resident/tenant will be deactivated. Please see the form included in the packet and return to Cherry Creek HOA Professionals by the **June 1, 2021 deadline**.

Garage Storage Rules

All residents are required to follow the Garage Storage Rules and store items stored in the pre-approved storage unit/closet or within their unit. Loose items left in parking spaces will be subject to a violation.

Parking

All vehicles parked at Lincoln Square Lofts must be registered and have current plates. Covered garage spaces are numbered to each unit. Any cars reported to be parked in another owners numbered parking space will be towed at the owner's expense. The areas in front of the elevators are for loading zones only and not a parking space. Overflow parking for owners/tenants is located in the back, uncovered lots or front lots. Guest parking is strictly limited to the front parking lots. All improperly parked vehicles will be subject to tow at the owner's expense.

Roof Access

As summer quickly approaches, please remember that all vendors who are scheduled for AC installation, cleanings and repairs need to follow the Roof Access Guidelines. All access needs to be scheduled 48 hours in advance with your managing agent, and contractors must provide an Insurance Certificate listing Lincoln Square Lofts as the insured. Roof access will not be provided unless this is followed. If you have questions for obtaining roof access, please email your manager at rburke@cchoapro.com.



Move In/Out

All moves need to follow the Associations Moving Policy. Pricing (deposit and fee) are going to increase June 1, 2021. The Deposit is increasing to \$300.00, refundable if no damage occurs. The moving fee has increased to \$200.00. The need for the increases has been a result of continued abuse to both the interior walls and elevator doors. After reviewing all of the emergency calls for elevator repairs over the past year, all but one was due to physical damage of the doors being knocked off their track or propped open during moves. Doors are to never be propped open at any circumstance, including those of the elevators. Any damages to the elevator doors can be billed back to an owners account.

Leases

All leases must be updated yearly and provided to your managing agent. If you have a change in tenants, their contact information must be on file for emergency purposes. The deadline to provide updated leases is July 1st. Any units that have not provided an updated lease are subject to a violation and fine. There are **NO SHORT-TERM RENTALS ALLOWED**. All rentals must be for a minimum of 90 days. Any units reported or found to be in violation of the leasing terms will be fined.

Maintenance & Insurance Chart

The association has revised their Maintenance and Insurance Chart. This chart is included in your packet and is used to define responsibilities of an Owner vs. the Association. Please keep this for your records.

New Online Portal



How To Make Payments

- **Bill Pay:** Owners can sign up for automatic bill pay directly through their own bank. Please be sure to provide your bank with the correct lockbox mailing address, account number and the correct monthly assessment.
- **Online Payments:** Sign up for automatic payments directly through the Association through the portal. Visit <https://portal.cchoapros.com> and make sure you're registered. Once registered, you can choose auto-draft, one time eCheck, or recurring eCheck. Owners who are set up for Auto-draft or recurring eCheck will NOT receive a coupon book.
- **Online Payments:** You can make one-time monthly online payments via credit card or e-check (additional processing fees may apply). Visit www.cchoapros.com and click the "Owner Links" tab. Under "Owner Links", click the "Alliance Association ACH Registration" link. Click either "One Time eCheck Payment" or "Credit Card Payment". Please be aware there is a convenience fee added to all credit card payments by the HOA's bank. You'll need the following information to make a payment:

Management Company ID: 6988

Association ID: LSL

Homeowner ID: Found on statement

- **Checks:** A set of 12 monthly payment coupons will be mailed to you. You can mail in a check to the Association's lockbox with each coupon. If you forget your coupon, you can still mail a check to the Association's lockbox. Please put either your account number or unit address on the check and make your check payable to Lincoln Square Lofts HOA.

Lincoln Square Lofts HOA

PO Box 94773

Las Vegas, NV 89193-4773

Insurance HO6 Policy

Each owner is responsible for carrying their own insurance policy. As a general, it is beneficial for owners to carry an HO6 Policy. If you are not sure about this policy, please contact your personal agent to determine what limits are appropriate for you and what coverage you should have. A flyer has been provided in the packet for view.



Smoking

The Community has a very strict No Smoking Policy. Smoking is only allowed at the smokers posts, located on the far North corner of 10176 and the far South corner of 10184. Any violators will be fined.





Dogs/Pets

The Association allows owners to have 2 dogs/pets not to exceed a weight of 35lbs. per animal. All pets are to be leashed at all times outside of the unit and in common areas. There are no propping open doors, at any time, to be allowed. Pets are not to be left on patios/balconies unattended, tethered to any building, tree, fence or other Common Elements at any time. Pet relief boxes on patios/balconies are not allowed and cause odors to neighboring units. All owners are responsible for their pets and cleaning up after their pet's waste from designated pet relief areas. Any owners not following these rules will receive violations and potential fines.

Dog Urine

There has been a recent increase of dogs urinating on rocks at entrances, walls at callboxes, the interior hallways of buildings and on carpets. We know that accidents happen, and if they do, please notify us so that we can act quickly to get the areas cleaned before they start to smell. We know that there are also some owners who continue to allow pets to use the exterior of the building as a pet relief area. This is not allowed. As the weather warms, those areas begin to smell, and this causes a nuisance to everyone who enters and exits the building. We ask that you please discourage this activity and help to keep the entrances clean for everyone.

LINCOLN SQUARE LOFTS HOMEOWNERS ASSOCIATION, INC.
CORONAVIRUS DISEASE
FACILITIES WAIVER AND RELEASE OF LIABILITY

In response to the Coronavirus Disease 2019 (COVID-19) pandemic, the Lincoln Square Lofts Homeowners Association, Inc., ("Association") closed certain common facilities. The Association seeks to open the clubhouse, the pool and hot tub area, the gym, on a limited-capacity basis, to current owners and residents only.

The Association has taken steps to monitor, and uses best efforts, to comply with COVID-19 recommended guidelines and protocols issued by the Centers for Disease Control and Prevention ("CDC") and by state and local authorities for reopening the facilities. However, due to the contagious nature of COVID-19 and the risk of person-to-person transmission of the disease including through breath, physical contact, or from contact with stable surfaces, the Association is not a guarantor of safety for anyone who chooses to utilize the facilities during the COVID-19 pandemic.

I understand and acknowledge that exposure to COVID-19 may cause illness, personal injury, permanent disability, or death, and that use of the facilities could increase the risk of contracting COVID-19. With full understanding of the contagious nature and potential health consequences of COVID-19, on behalf of myself and any minor child/children, I voluntarily and knowingly assume the risk of COVID-19 exposure or infection that may result from utilizing the facilities and accept sole responsibility for any injury or illness that may occur.

In consideration of using the facilities, on behalf of myself and any minor child/children, I agree to the fullest extent permitted by law to forever release, waive, indemnify, defend, and hold harmless the Association, its members, officers, directors, volunteers, agents, contractors, and employees (collectively the "Released Parties") from any and all claims, demands, and causes of action which I (or my minor child/children) might otherwise have or be entitled to assert as a result of or related to any COVID-19 related injury or illness sustained in connection with the use of the facilities. I also agree to indemnify, defend, and hold harmless the Released Parties from any and all claims brought by third parties arising out of my (or my minor child/children's) acts, errors, or omissions.

I will not utilize the facilities if I am (or my minor child/children are) sick, do not feel well, exhibit COVID-19 symptoms, or have been in contact with a COVID-19 infected person within the last 14 days. I acknowledge and agree to comply (or cause my minor child/children to comply) with rules and regulations for use of the facilities, including, but not limited to, maintaining 6 feet distancing from any non-household member.

I acknowledge that I have knowingly and voluntarily signed this waiver and release, and that no oral representations, statements, or inducements, apart from the foregoing written agreements, have been made; and I execute this release for full, adequate, and complete consideration, fully intending to be bound by same. I agree that this waiver and release shall be governed by and construed in accordance with Colorado law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible, and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the waiver and release as a whole. This waiver and release remains in effect until the later of the following: the State of Colorado lifts all COVID-19 related mandates or the end of the COVID-19 pandemic.

Owner/Resident Signature

Owner/Resident Signature

Print Owner/Resident Name

Print Owner/Resident Name

Address

Date

Lincoln Square Lofts Homeowners Association

Key Fob Registration

All residents must keep track of their key fobs and/or access cards. Please report any fobs that are lost/stolen. Key fobs are limited to four (4) total, per unit number unless otherwise approved in writing by the Association. Lost or stolen fobs will be deactivated. Replacement fobs will be reissued at the expense of the resident or Unit Owner in the event of a lost, stolen, or damaged fob.

Only Owners will be reissued building fobs after providing a photo ID for verification, unless otherwise approved in writing by the Owner only for another person to obtain. **Owners are responsible for managing fobs issued to their Unit and providing tenants or the Owner's property manager for the Unit.**

All tenants must return fobs to the Owner prior to the termination of their lease.

Fob numbers are confidential information and will not be given out to anyone for any purpose. **All fobs must be registered with the HOA or risk being deactivated.** Please either email a completed form to LSL@cchoapros.com or mail it to our offices at 14901 E Hampden Ave, Ste 320, Aurora, CO 80014.

For small key fobs- the number is located under the logo/name.

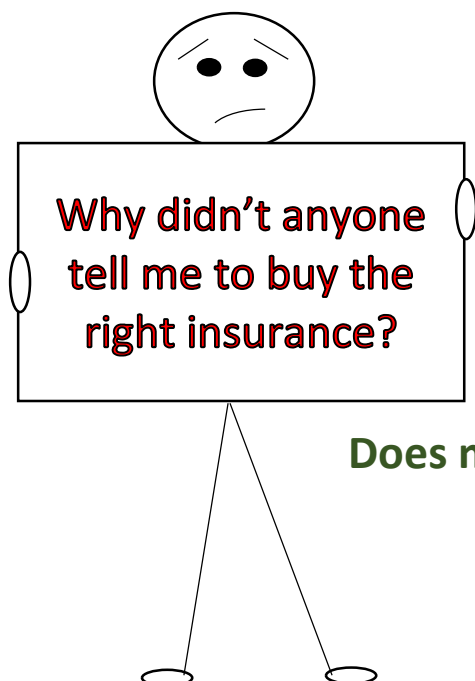
For garage fobs with buttons- the number is located inside the fob, next to the battery.
To open, please use a coin.

Resident(s) Unit Number:

	Fob Number	Name
Fob No. 1		
Fob No. 2		
Fob No. 3		
Fob No. 4		

ATTENTION TOWNHOME & CONDOMINIUM HOMEOWNERS

Did you ask your personal insurance agent the right questions?



Do I have enough coverage to pay my share of the association's wind/hail deductible?

Do I have enough coverage to pay for property damage occurring within my home?

Does my homeowners insurance policy (HO-6 Policy) include Sewer Backup Coverage?

Loss Assessment Coverage:

- Don't wait! For less than \$20 per year, most Condo/Townhome Owners can increase their Loss Assessment Coverage Limits to \$15,000 or more.
- Loss Assessment Coverage Limits should never be less than your share of the association's wind/hail deductible. (Higher limits are strongly recommended!)

Dwelling (Building) Coverage:

- Condo/Townhome Owners should discuss their Dwelling Coverage needs with their personal insurance agent.
- Dwelling Coverage should never be less than the Association's standard property deductible. (Higher limits are strongly recommended!)

Sewer/Drain Backup Coverage:

- Sewer/Drain Backup Losses are common within multifamily communities.
- Sewer/Drain Backup Coverage Limits should never be less than the association's standard property deductible. (Higher limits are strongly recommended!)

It is not the responsibility of the HOA's Community Manager, the HOA's Insurance Agent, nor the HOA's Board of Directors to tell owners how much insurance to buy.



AssuredPartners

**MAINTENANCE, REPAIR AND INSURANCE RESPONSIBILITIES FOR
LINCOLN SQUARE LOFTS HOMEOWNERS ASSOCIATION, INC.**

April 15, 2021

1. Introduction / Purpose.

This chart sets forth both maintenance and insurance allocations between Unit Owners and the Lincoln Square Lofts Homeowners Association Inc. ("Association").

2. Amendment.

This chart is effective as of the date set forth above and is subject to the applicable provisions of the Declaration of Condominium for Lincoln Square Lofts ("Declaration") and the Articles of Incorporation and Bylaws of the Association (the Declaration, Articles of Incorporation, and Bylaws are collectively referred to as the "Governing Documents"). The provisions in this chart are subject to amendment from time to time as determined by the Board, or as may be necessitated by future amendments to the Governing Documents.

3. Maintenance Allocations.

Maintenance allocations include maintenance, repair, replacement, and improvement responsibilities. Allocations of maintenance in the following chart are based on: (i) the Declaration, as of the date this chart was prepared; (ii) the nature of the property component (e.g., Common Element versus Condominium Unit); (iii) how the particular components are allocated in the Declaration, either by type of property or specific allocation; and (iv) determinations of the Board of Directors (when the Declaration does not expressly allocate maintenance responsibilities).

A. Association Maintenance Discretion. The Association determines the extent, scope, timing, and manner of discharging its maintenance responsibilities as provided in this chart and the Declaration.

B. Interior Damage. Any damage to the interior of a Condominium Unit caused by defective property maintained by the Association, but which was not the result of the Association's negligence, is the Owner's responsibility.

C. Owner Negligence and Willful Acts. If maintenance or repair is required to any component normally maintained by the Association, which results from the negligence or intentional act of an owner, such owner may be responsible for the cost of the maintenance.

D. Association Negligence. If maintenance or repair is required for any Owner-maintained component which is caused by Association negligence, the Association is responsible for the cost of such maintenance or repair.

E. Apportionment of Annual Assessment. Pursuant to Declaration Section 11.4, if the Association incurs any costs related to the maintenance of any Units which benefits *fewer than all Units*, such expenses and costs may be assessed exclusively against the Units which benefited from such maintenance.

4. Insurance Allocations.

A. Association Casualty/Property Insurance Election for Condominium Units. The Association insures the Common Elements and certain portions of the Condominium Units. This form of coverage that the Association maintains necessitates that owners maintain their own property insurance, sufficient to cover the items not insured through the policy maintained by the Association. Accordingly, the Association has prepared the chart below, with insurance responsibility allocations, allocating some parts of the community to insurance to be maintained by the Association, and allocating other parts of the community to insurance to be maintained by Owners.

B. Deductibles. In obtaining the property insurance required under the Declaration, the Association obtains a property insurance policy that has a deductible. The current deductible may be obtained by contacting the Association's manager or insurance agent.

C. Owners to Consult with their own Insurance Agent. The Association strongly recommends that each Owner contact his or her own insurance agent for advice on the types and proper amount of insurance coverage needed and the optional coverages available to the Owner on their Unit owners' policy (i.e., "HO-6 Policy"). Owners should check with their insurance agent to confirm that their HO-6 policy covers those areas not insured by the Association's casualty and/or property policies. The Association recommends that each Owner insure his or her own Condominium Unit and personal property and also obtain liability insurance covering, at a minimum, the following:

- i. liability of the Owner to pay deductibles under the Association's insurance policy;
- ii. any portion of the Owner's Condominium Unit not covered by the Association's insurance;
- iii. personal property in the Condominium Unit;
- iv. general liability within the Condominium Unit and on the Limited Common Elements;
- v. any necessary coverage required to cover claims by other Owners for damage to other Owners' Condominium Units; and
- vi. other insurance as Owners and their agents may determine.

D. Association Policies and "Causes of Loss". The Association's policy may exclude certain, identified "causes of loss." It is possible that a cause of loss may not be covered or that a particular type of damage is not covered despite the general allocations set forth herein. The allocation of insurance responsibility in the chart below is a guide. Ultimately, it is the insurer that makes determinations as to whether there is a covered cause of loss and whether a particular property component is covered by the Association's policy. Owners are encouraged to contact their individual insurance professionals to determine what coverage will best protect their interests.

5. Association Insurance Claims Process.

A. In the event of a loss, the Board will notify the Association's insurance carrier of the occurrence, and as to casualty or property claims, determine whether to submit a claim under its policies by balancing the benefits conferred to the Association under the policy versus the costs associated with submitting the claim.

B. If the Board determines that it is in the best interests of the Association to submit a claim under its insurance policies, the Board will follow the procedures in the Association's insurance policies describing the insured's duties in the event of an occurrence, claim, or suit.

C. If the Board determines that it is not in the best interests of the Association to submit a claim under its insurance policies and the property damage would have been covered under the Association's policy, the Association will still be obligated to complete repair of the damages as if a claim had been made.

6. Claims on Behalf of Owners.

If an occurrence is made known to an Owner that results in damages or injury to an Owner or a Condominium Unit which may come within the Association's coverage, the following procedures apply:

A. The Owner(s) is to promptly notify his or her personal carrier of the damage and follow the procedures set out in the Owner's policy describing the insured's duties in the event of an occurrence, claim, or suit.

B. If the damage the Owner has sustained comes within the coverage maintained by the Association, the Owner is to also promptly notify the Association of the damage by providing written notice to the Board and the Association's managing agent setting forth the following: (i) the Owner's home address and phone number; (ii) the time, place, and circumstances of the event; (iii) identification of any damaged property; (iv) in the event of a liability claim, the names and addresses of the injured parties and of available witnesses; and (v) such other information as the Association may reasonably request or require.

C. The Board will then make a determination as to whether the occurrence or claim consists of damages for which the Owner is responsible for insuring under the Declaration. If the damages are the Owner's insurance responsibility, the Association is to notify the Owner.

D. If the Board determines that the occurrence or claim consists of damages for which the Association is responsible for insuring, the Board is to follow the procedures described in this document above.

7. Restrictions on Insurance Claims on Behalf of Owners on Policies Maintained by the Association.

An Owner may not submit a claim to the Association's insurance carrier until the following conditions have been satisfied:

- A. The Owner has submitted the claim, in writing, to the Association (as provided for above);
- B. The Owner has allowed the Association at least 15 days to respond to the claim;
- C. The Owner has allowed the Association and its agents, within the 15 day time period during which the Association may consider the claim, to inspect the damage; and
- D. The subject matter of the claim is within the Association's insurance responsibilities (as set forth in this chart, the Declaration, or applicable Board resolutions).

8. Disclaimers of the Association – Insurance.

This chart, together with any resolutions and guidelines of the Association, represents a summary of the Association's current property insurance policy; however, the policies themselves are controlling. Owners may obtain a copy of the Association's property insurance policy upon request. Owners should consult their own insurance professional with regard to advice about any insurance they may need.

9. General

- A. Definitions. Capitalized terms not defined in this chart have the same meaning as set forth in the Declaration, as amended, or as appropriate for the context.
- B. Supplement to Law. The provisions in this policy are in addition to and in supplement of the terms and provisions of the Declaration and the law of the State of Colorado governing the community.
- C. Deviations. The Board may deviate from the procedures set forth in this policy if, in its sole discretion, such deviation is reasonable under the circumstances.
- D. Amendment. This chart and the policies set forth herein may be amended from time to time by the Board of Directors.

10. Uniform and Non-discriminatory Determination

The Association, acting through the Board of Directors, has determined that this chart has been prepared and approved by the Board of Directors in a uniform and non-discriminatory manner.

NOTE: This chart shows whether Owners or the Association are responsible for the maintenance, repair, and replacement, and insurance of various items pursuant to Declaration of Condominium for Lincoln Square Lofts. Unless otherwise specified, maintenance includes repair and replacement. If the Association, at its discretion, provides maintenance which benefits fewer than all of the Units, it has the authority, under Declaration Section 11.4, to assess the Owners of the Units who received the benefits of the maintenance of fewer than all Units.

A = Lincoln Square Lofts Homeowners Association Inc.
O = Owner

	MAINTENANCE	INSURANCE
BUILDING EXTERIOR		
The land on which the buildings are located ^{1,5,6}	A	A
Foundations ¹	A	N/A
Exterior Siding (including brick, stucco, trim or other exterior siding) ^{1,5,6}	A	A
Gates ^{1,5,6}	A	A
Signs ^{1,5,6}	A	A
Irrigation systems ^{1,5,6}	A	A
Landscaping and ground maintenance ^{1,5,6}	A	A
Retaining Wall ^{1,5,6}	A	A
Roof and roof underlay ^{1,5,6}	A	A
Gutters and downspouts ^{1,5,6}	A	A
Parking Garage Doors ^{1,5,6}	A	A
Building Exterior Doors ^{1,5,6}	A	A
Sliding glass door (including frame) ^{2,4,6}	O	A

	MAINTENANCE	INSURANCE
Patio/Storm/Screen Doors(including thresholds, hinges, knobs/handles, locking mechanisms, and any other elements of the door itself) ^{2,4,6}	O	A
Stairs and railways throughout the property located outside of the Unit. ^{1,5,6}		
Building Exterior Door Frames ^{1,5,6}	A	A
Building Exterior Door Trim ^{1,5,6}	A	A
Patio Door Trim and Patio Door Frames ^{1,5,6}	A	A
Common Element Windows ^{1,5,6}	A	A
Exterior lights ^{1,5,6}	A	A
Balconies ^{1,5,6}	A	A
Fences ^{1,5,6}	A	A
UTILITIES		
Utilities and lines installed within a Unit, including vents, furnaces, heating, air conditioning, plumbing, lighting, telephone, hot water equipment and appurtenances serving that Unit ^{2,4,6}	O	A
Utilities and lines installed within Unit including vents, furnaces heating, air conditioning, plumbing, lighting, telephone, hot water equipment and appurtenances serving more than one Unit ^{1,5,6}	A	A
Utility boxes/circuit boxes and meters installed inside Unit, serving that Unit ^{2,4,6}	O	A
Utility boxes/circuit boxes and meters installed outside of Unit, serving more than one Unit ^{1,5,6}	A	A

	MAINTENANCE	INSURANCE
Utilities and lines, including heating, air conditioning, and plumbing, at the point of entry into the Unit, serving only one Unit ^{2,4,6}	O	A
Utilities and lines, including heating, air conditioning, and plumbing, located outside of Unit. ^{1,5,6}	A	A
Pool and exercise rooms including pool and decking equipment. ^{1,5,6}	A	A
Boiler Units and cooling equipment serving more than one Unit. ^{1,5,6}	A	A
UNIT INTERIORSⁱ		
Furnishings ^{2,4,7}	O	O
Personal property ^{2,4,7}	O	O
Window coverings ^{2,4,7}	O	O
Unit Windows and Screens ^{2,4,6}	O	A
Unit Entry Doors ^{2,4,6}	O	A
Interior Doors ^{2,4,6}	O	A
Carpet and finished flooring material ^{2,4,6}	O	A
Permanent fixtures in Unit including, but not limited to, ceiling fans, hand rails, cabinets, sinks, baths, showers, and toilets. ^{2,4,6}	O	A
Appliances, including oven range, refrigerator, microwave, dishwasher and disposal ^{2,4,7}	O	O
Interior perimeter walls and ceilings-finished surfaces (i.e., drywall, paint, wallpaper) ^{2,4,6}	O	A

	MAINTENANCE	INSURANCE
Interior perimeter walls and ceilings-non-finished surfaces ^{1,5,6}	O	A
Interior non-perimeter walls, ceilings and floors ^{2,4,6}	O	A
Floor coverings, including tile, vinyl and hardwood ^{2,4,6}	O	A
Subflooring ^{1,5,6}	A	A
Circuit boxes serving only one Unit, located inside that Unit. ^{2,4,6}	O	A
Circuit boxes serving more than one Unit, located within a Unit. ^{1,5,6}	A	A
Any subsequent structural changes, additions, alterations, and improvements to the Unit or Limited Common Element made after Declarant sold the Unit to the first Owner ^{1,2,4,7}	O	O
OTHER		
Garbage collection	A	N/A
Snow removal	A	N/A
Water and sewer services on Common Areas	A	N/A
Visitor parking areas, street signs, entry signs, flood lights. ^{1,5,6}	A	A
Outdoor grill in Common Areas ^{1,5,6}	A	A
Parking spaces ^{1,5,6}	A	A
Clubhouse ^{1,5,6}	A	A

	MAINTENANCE	INSURANCE
Exterior Lighting ^{1,5,6}	A	A
Exterior Water Meters ^{1,5,6}	A	A
Detention Pond ^{1,5,6}	A	A
Pool ^{1,5,6}	A	A
Mail Room ^{1,5,6}	A	A
Any improvement or installation installed by Owner ^{1,4,7}	O	O
Building Security systems ^{1,5,6}	A	A
Building Fire systems ^{1,5,6}	A	A
All other parts of the parts of the general common elements reserved for the exclusive use of the owner of a condominium unit ^{1,5,6}	A	A

NOTES

- A) Declaration Section 9.1 sets forth Owner's maintenance obligation. Owners are responsible for repairing and maintaining the Unit, and the fixtures therein. A "Unit" is the airspace located from the unfinished surfaces of the exterior walls, floor, doors, windows and ceiling. Pursuant to Section 9.2, if an Owner fails to adequately maintain various aspects of the Unit, the Association has the right, but not the obligation, to perform the maintenance obligation itself, and then assess the Unit Owner for such maintenance.
- B) Pursuant to Declaration Section 9.3.1, the Association is responsible for maintenance of Common Elements, whether located inside or outside a Unit, unless otherwise allocated to the Owner as set forth in Section 9.1. The Association must give proper notice prior to entering a Unit for such repair. However, if the maintenance obligation presents an emergency, pursuant to Declaration 9.5, the Association may not be required to give such notice.
- C) Pursuant to Declaration Sections 10.1.1 and 10.3 Owners are responsible for obtaining insurance coverage on the furnishings and other items of personal property belonging to an Owner, additional or supplemental insurance coverage for any additions, alterations, or improvements to the Unit which increase the replacement value of the Unit (after the Unit is transferred from the Declarant to the first Owner), and liability insurance for the Unit and Limited Common Elements.
- D) A fixture, equipment, utility or other object is "within a Unit" when such fixture equipment, utility or object passes through the unfinished perimeter wall, unfinished ceiling, unfinished floor, door or window of a Unit.

END NOTES

- 1. Declaration, Section 2.13 (definition of Common Elements, Limited Common Elements, and General Common Elements)
- 2. Declaration, Section 2.34 and 3.5 (definition of Condominium Unit/Individual Air Space Unit)
- 3. Declaration, Section 11.6 (Default Assessment)
- 4. Declaration, Section 9.1 (Owner maintenance responsibility)
- 5. Declaration, Section 9.2 and 9.3 (Association maintenance responsibility)
- 6. Declaration, Section 10.1 (Association insurance)
- 7. Declaration, Section 10.3 (Owner insurance)