



**MAINTENANCE, REPAIRS, REPLACEMENT AND INSURANCE
RESPONSIBILITIES FOR
GATEWAY PARK PAIRED HOMES ASSOCIATION**

November 3, 2022
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NOTE: This chart shows whether Owners or the Association are responsible for the maintenance, repair, replacement, and insurance for various components within the Gateway Park Paired Homes community pursuant to the Declaration of Covenants, Conditions, and Restrictions of Gateway Park Paired Homes.

A = Gateway Park Paired Homes Association
O = Owner

	MAINTENANCE ¹	INSURANCE
BUILDING EXTERIORS		
Residence-structure, including foundation, columns, girders, beams and supports, and all bearing walls	O ³	A ⁵
Siding/stucco (excluding painting), sheathing, wrap, brick, trim, vents, molding, and other exterior facade surfaces	O ³	A ⁵
Roof shingles, roof underlay, and all components of roofing systems including vents and chimneys	O ³	A ⁵
Gutters and downspouts (all excluding painting)	O ³	A ⁵
Siding/stucco, gutters and downspouts – limited only to painting and minor repairs/caulking as may be necessary to paint	A ³	A ⁵
Porches, patios, and decks all including, but not limited to, wood, lattice, and railings	O ³	A ⁵
Windows, skylights, and window screens	O ³	A ⁵
Window wells and window well covers	O ³	A ⁵
Exterior unit doors	O ³	A ⁵
Homeowner installed storm doors	O ³	O ^{5,6}
Homeowner installed satellite dishes	O ³	O ^{5,6}

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	MAINTENANCE ¹	INSURANCE
Exterior light fixtures	O ³	A ⁵
Sump pumps (if any)	O ³	O ^{5,6}
UTILITIES		
Equipment and utilities including: <ul style="list-style-type: none"> • Furnaces • Heating equipment • Thermostats • Hot water heaters and equipment • Compressors 	O ³	O ^{5,6}
Equipment and utilities including: <ul style="list-style-type: none"> • Ducts • Conduits • Water/sewer pipes • Hose bibs and water spigots • Electrical wiring • Electrical outlets • Telephone wiring • Telephone outlets • Light switches • Cable wiring • Circuit breakers and boxes • Water and gas meters 	O ³	A ⁵
RESIDENCE INTERIORS		
Furnishings, including all personal property such as furniture, electronics, jewelry, and clothing	O ³	O ^{5,6}
Window coverings	O ³	O ^{5,6}
Party Walls	O ⁴	A ⁵ (excluding interior finished surfaces which is the responsibility of the owner to insure)

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	MAINTENANCE ¹	INSURANCE
Permanent fixtures including, but not limited to: <ul style="list-style-type: none"> • ceiling fans • hand rails • cabinets • countertops • bathtubs and showers • sinks • toilets 	O ³	O ^{5,6}
Appliances including: <ul style="list-style-type: none"> • oven • range • refrigerator • dishwasher • washer/dryer • countertop microwave 	O ³	O ^{5,6}
Finished surfaces of walls and ceilings—including: <ul style="list-style-type: none"> • paint • wallpaper • paneling • texture • tile 	O ³	O ^{5,6}
Unfinished surfaces of walls and ceilings including drywall	O ³	A ⁵
Components lying <u>between the perimeter drywall and residence exterior</u> including: <ul style="list-style-type: none"> • insulation • girders • beams 	O ³	A ⁵
Interior doors	O ³	A ⁵

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	MAINTENANCE ¹	INSURANCE
Finished surfaces of floors--including: <ul style="list-style-type: none"> • tile • vinyl • hardwood • carpeting 	O ³	O ^{5,6}
Subflooring	O ³	A ⁵
GROUNDS		
Landscaping – front yards (all)	A ³	A ⁵ (to the extent insurable)
Landscaping – back yards (sprinkler system and mowing only)	A ³	A ⁵ (to the extent insurable)
Landscaping – back yards (all except sprinkler system and mowing)	O ³	A ⁵ (to the extent insurable)
Landscape sprinkler systems	A ³	A ⁵ (to the extent insurable)
Fencing	O ³	A ⁵
Community sidewalks and streetscapes	A ^{2,3}	A ⁵ (to the extent insurable)
Other concrete including Lot stoops/steps, driveways, patios, porches, and walkways from driveways to front doors	O ³	A ⁵ (to the extent insurable)
Garage doors including springs, tracts, openers (all except painting)	O ³	A ⁵
Garage doors (exterior painting only)	A ³	A ⁵
Mailboxes	A ³	A ⁵
OTHER		
Snow removal from driveways and sidewalks	A ³	N/A

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	MAINTENANCE ¹	INSURANCE
Common elements existing in community and not otherwise listed	A ³	A ⁵
Any personal property of owners and homeowner installed improvements and betterments not otherwise listed	O ³	O ^{5,6}

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NOTES

1. Major repair and replacement projects such as siding, roofing, and other building components may be undertaken by the Association with the written consent and agreement of the relevant owners and assessed to such owners as more fully provided in Article 4, Section 4.4(d) of the Declaration. Expenses benefitting fewer than all Lots may also be assessed to the relevant owners as more fully provided in Article 4, Section 4.4(a) of the Declaration.

2. Losses and damages resulting from the act or negligence of an owner may be assessed to the relevant owner as more fully provided in Article 6, Section 6.15 and Article 10, Section 10.1 of the Declaration.

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ENDNOTES

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- ¹ The term “maintenance” includes repair and replacement unless otherwise noted on the Chart.
- ² The Declaration of Covenants, Conditions, and Restrictions of Gateway Park Paired Homes, Article 1, Section 1.15
- ³ The Declaration of Covenants, Conditions, and Restrictions of Gateway Park Paired Homes, Article 3, Section 3.2; Article 10, Section 10.1; CRS § 38-33.3-307; and Resolution of the Board of Directors dated November 3, 2022.
- ⁴ The Declaration of Covenants, Conditions, and Restrictions of Gateway Park Paired Homes, Article 6, Section 6.24
- ⁵ The Declaration of Covenants, Conditions, and Restrictions of Gateway Park Paired Homes, Article 8, Section 8.1(a) and Resolution of the Board of Directors dated November 3, 2022.
- ⁶ The Declaration of Covenants, Conditions, and Restrictions of Gateway Park Paired Homes, Article 8, Section 8.3 and Resolution of the Board of Directors dated November 3, 2022.

**RESOLUTION
OF THE
GATEWAY PARK PAIRED HOMES ASSOCIATION
REGARDING MAINTENANCE, REPAIR, REPLACEMENT AND INSURANCE
RESPONSIBILITIES**

- SUBJECT:** Adoption of a policy clarifying the Association's responsibility for maintenance/repair and insurance coverage for property within the Gateway Park Paired Homes community.
- PURPOSE:** To provide notice regarding maintenance/repair and the property insurance to be obtained and maintained by the Association and homeowners.
- AUTHORITY:** The Association's Articles of Incorporation, Bylaws, Declaration, and Colorado law.
- EFFECTIVE DATE:** November 4, 2022
- RESOLUTION:** The Association, acting through its Executive Board, hereby adopts the following resolution.

WHEREAS, the Gateway Park Paired Homes community is subject to that certain Declaration of Covenants, Conditions, and Restrictions of Gateway Park Pair Homes ("Declaration") which, among other things, sets forth the maintenance, repair, replacement, and insurance obligations of the Association and its individual homeowners; and

WHEREAS, certain provisions within the Declaration, including but not limited to, Sections 3.2, 3.13(c), 8.1, 8.2, 8.3, 10.1, 10.4, are ambiguous and provide discretionary authority for the Association's Executive Board as to maintenance/repair and insurance obligations; and

WHEREAS, the Association's Executive Board believes it to be in the best interests of the Association and its homeowners to clarify and define the maintenance, repair, replacement, and insurance obligations of the Association and its individual homeowners unless and until such time as the Declaration is amended.

NOW, THEREFORE, BE IT RESOLVED, that the Executive hereby adopts the following resolution:

I. Adoption of Maintenance and Insurance Chart

Adoption. The Executive Board hereby adopts the Maintenance, Repair, Replacement, and Insurance Responsibilities Chart for Gate Park Paired Homes Association dated as of the Effective Date of this Resolution ("Maintenance and Insurance Chart").

II. Insurance

Association Property Insurance. The Association will obtain and maintain property insurance as provided on the Maintenance and Insurance Chart. Specifically, the Association will obtain and maintain property insurance covering those components within the community that contain an "A" in the insurance column of the Maintenance and Insurance Chart. The Association's obligations are subject to any Association policies and Declaration provisions concerning the responsibility for insurance deductibles.

Owner Property Insurance. Each Owner shall be responsible for obtaining and maintaining property insurance covering those components within the community that contain an "O" in the insurance column of the Maintenance and Insurance Chart and for all other portions of their Lots, Dwelling Units, and personal property that are not expressly insured by the Association pursuant to the Maintenance and Insurance Chart.

III. Maintenance and Repair

Association Maintenance. The Association will maintain, repair, and replace property within the community as provided on the Maintenance and Insurance Chart. Specifically, the Association will maintain, repair, and replace those components within the community that contain an "A" in the maintenance column of the Maintenance and Insurance Chart.

Owner Maintenance. Each Owner shall be responsible for maintaining, repairing, and replacing those components within the community that contain an "O" in the maintenance column of the Maintenance and Insurance Chart and for all other portions of their Lots, Dwelling Units, and personal property that are not expressly the responsibility of the Association pursuant to the Maintenance and Insurance Chart.

IV. Notice

Notice of Change. This Policy and the Maintenance and Insurance Chart may be amended from time to time by the Executive Board. However, the Association shall provide not less than twelve months advanced written notice to all Owners of any such amendment or change.

CERTIFICATION: The undersigned, being the President and Secretary of the Association, certifies that the foregoing Resolution was adopted by the Executive Board of the Association at a duly called and held meeting of the Executive Board on November 3, 2022.

GATEWAY PARK PAIRED HOMES ASSOCIATION,
a Colorado nonprofit corporation,

President

Secretary