

**MAINTENANCE AND INSURANCE OBLIGATIONS OF
STAR POINT CONDOMINIUM ASSOCIATION, INC.**

July 18, 2025

This chart describes the maintenance and insurance obligations between Star Point Condominium Association, Inc. (“Association” or “A”) and the Owners (“O”) within the Association. This chart is intended to be a quick reference describing the maintenance, repair, replacement and insurance responsibilities for the Association as described in the Condominium Declaration for Star Point Condominiums (“the Declaration”).

The term “maintenance” as used below shall include the maintenance, repair and replacement of that component unless otherwise stated. Additional obligations may be imposed by Colorado law, including CCIOA.

TERM DEFINITIONS

“A” = Association Obligation

“O” = Owner Obligation

“N/A” = Not Applicable

“Common Elements” refer to all parts of the Project that exist for the common uses of all Owners.

“Condominium Unit” refers to the fee simple interest in and to an Individual Air Space Unit, together with all fixtures and improvements therein.

“Limited Common Elements” refer to those parts of the Common Elements which are either limited to and reserved for the exclusive use of the Owner or Owners of a particular Condominium Unit or are limited to and reserved for the common use of Owners of more than one but fewer than all of the Condominium Units.

“Finished Surface” means the full thickness of the wallboard, ceiling board, plaster, and finished flooring and the full thickness excluding the surface facing a Common Element of doors and frames, windows and frames, sashes and sills, all on a boundary of a Unit. A basic test is that it has four attributes: flooring, wallcovering, ceiling and the ability to be lived in 365 days a year (has heating).

“Unfinished Surface” means a portion of the property that is not meant to be lived in and there are only the bare floor and bare walls. The term “maintenance” includes repair and replacement unless otherwise noted on the Chart.

“Owner’s Negligence” – Article VI, Section 6.2 of the Declaration – The Association may assess a negligent Owner for damages to the common elements or to another unit.

“Assessments for Misconduct” - If any Common Expense is caused by the misconduct of any Owner, the Association may assess that Common Expense exclusively against such Owner and his or her Unit.

**MAINTENANCE AND INSURANCE OBLIGATIONS OF
STAR POINT CONDOMINIUM ASSOCIATION, INC.**

July 18, 2025

“Deductibles” - The Association may adopt and establish written non-discriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment.

To the extent the Association settles claims *for* damages, it shall have the authority to assess negligent Owners causing such loss or benefiting from such repair or restoration all deductibles paid by the Association. In the event that more than one (1) Unit is damaged by a loss, the Association, in its reasonable discretion, may assess each Owner a pro rata share of any deductible paid by the Association.

	MAINTENANCE	INSURANCE
BUILDING EXTERIOR		
Exterior surfaces of the Condominium Buildings, including siding, replacement of trim and caulking	A ⁱ	A ⁱⁱ
Exterior painting and cleaning of exterior surfaces of buildings	A ⁱ	A ⁱⁱ
Roofs, gutters, and downspouts	A ⁱ	A ⁱⁱ
Windows, window screens, exterior window frames, skylights, and window washing	O ⁱ	A ⁱⁱ
<u>Exterior surfaces</u> of doors to Units, patio doors (unless glass), and door frames that are part of the entry system of the Residence.	A ⁱ	A ⁱⁱ
<u>Interior surfaces</u> of doors to Units, patio doors, door frames, and hardware that are part of the entry system of the Residence.	O ⁱ	A ⁱⁱ
Other Owner-installed exterior improvements subject to Board approval	O ⁱⁱⁱ	O ⁱⁱ

**MAINTENANCE AND INSURANCE OBLIGATIONS OF
STAR POINT CONDOMINIUM ASSOCIATION, INC.**

July 18, 2025

Chimneys and chimney caps	A ⁱ	A ⁱⁱ
Exterior light fixtures	A ⁱ	A ⁱⁱ

	MAINTENANCE	INSURANCE
COMMON ELEMENTS		
Foundations, columns, girders, beams, supports, and the perimeter and supporting walls of a Condominium Building	A ^{vii}	A ⁱⁱ
Hallways, corridors, lobbies, stairs, stairways, fire escapes, entrances and exits of a Condominium Building that are not within or the entry to/from an Individual Air Space Unit	A ^{vii}	A ⁱⁱ
Equipment and materials making up any central utilities of a Condominium Building, including the pipes, vents, ducts, flues, chutes, conduits, wires, and other similar utility installations.	A ^{vii}	A ⁱⁱ
All interior and exterior portions of any recreational facilities	A ^{iv}	A ⁱⁱ

	MAINTENANCE	INSURANCE
GROUNDS		
Exterior Lighting	A ⁱ	A ⁱⁱ
Grass, shrubbery, trees, flowers, and similar landscaping constituting part of the Common Elements	A ^v	A ⁱⁱ
Visitor parking areas, parking areas, and entry signs	A ^{vii}	A ⁱⁱ
Snow Removal and ice mitigation on Common Grounds	A ^{vii}	N/A

**MAINTENANCE AND INSURANCE OBLIGATIONS OF
STAR POINT CONDOMINIUM ASSOCIATION, INC.**

July 18, 2025

Patios - concrete maintenance, repairs, and replacement	A ^{vii}	A ⁱⁱ
Patio Walls – kept in good, clean, sanitary, and attractive condition (keep sightly).	O ^{vii}	N/A

	MAINTENANCE	INSURANCE
UNITS AND LIMITED COMMON ELEMENTS		
Utility, heating and air conditioning components/fixtures, plumbing, and hot water equipment <u>located within an Individual Air Space Unit.</u> • furnaces • heating equipment • HVAC ducts • Smoke detectors • conduits • water pipes • electrical wiring • electrical outlets • light switches • telephone wiring • telephone outlets • hot water equipment • cable wiring • dryer vents • plumbing and gas lines • sewer lines • electrical wires • cables • water shut-off valves	O ^{vi}	A ⁱⁱ
Patio walls - periodic painting and maintenance. See page 4 for Owner's responsibility regarding patio walls.	A ⁱ	A ⁱⁱ
Patio walls – keep in good, clean, sanitary, and attractive	O ^{vii}	N/A

**MAINTENANCE AND INSURANCE OBLIGATIONS OF
STAR POINT CONDOMINIUM ASSOCIATION, INC.**

July 18, 2025

condition (clean, uncluttered, and sightly).		
Crawl Spaces – maintenance and repair	A ^{vii}	A ⁱⁱ
Crawl Spaces – keep in good, clean, sanitary, and attractive condition (clean, uncluttered, and sightly)	O ^{vii}	N/A
Balcony, patio, or storage area that is a limited common element	O ^{vii}	A ⁱⁱ
Fixtures within Unit (including fireplace)	O ^{vi}	A ⁱⁱ
Unfinished portions of walls, ceilings, and floors which border an Individual Air Space Unit	A ^{vii}	A ⁱⁱ
Finished surfaces of all perimeter walls, floors, and ceilings which create the border of an Individual Air Space Unit, including: • wallpaper • drywall • carpet • tile • vinyl • hardwood • paneling • paint • texture	O ^{vi}	O ^{viii}
All interior walls, ceilings and floors within a Unit (if any) that do not create the border of the Individual Air Space Unit	A ^{vi}	A ⁱⁱ
Appliances, including but not limited to: • oven • microwave • range • refrigerator	O ^{vi}	O ^{viii}

**MAINTENANCE AND INSURANCE OBLIGATIONS OF
STAR POINT CONDOMINIUM ASSOCIATION, INC.**

July 18, 2025

- washer/dryer - disposal		
Replacement and maintenance of all fixtures, improvements and betterments installed by Owners (current and prior).	O ^{vi}	O ^{viii}
Any other Limited Common Element not listed above	A ^{vii}	A ⁱⁱ

INSURANCE POLICIES	MAINTENANCE	INSURANCE
Multi-peril insurance policy	N/A	A ⁱⁱ
Blanket policy for flood insurance is located in flood hazard area	N/A	A ^{ix}
Public liability and property damage insurance for Association	N/A	A ^x
Workmen's compensation and employer's liability insurance	N/A	A ^{xi}
Fidelity Insurance	N/A	A ^{xii}
Personal liability insurance for Directors and Officers	N/A	A ^{xiii}
Insurance for furnishings and personal property	N/A	O ^{viii}
Insurance for carpets, draperies, appliances	N/A	O ^{viii}
Public liability insurance for Units	N/A	O ^{viii}

NOTES

- A. IF MAINTENANCE, REPAIR, OR REPLACEMENT IS REQUIRED TO ANY COMMON ELEMENT OR OTHER COMPONENTS THE ASSOCIATION MAINTAINS, WHICH IS CAUSED BY THE NEGLIGENT OR WILLFUL ACT, OMISSION, OR MISCONDUCT OF AN OWNER, OR OF AN OWNER'S GUESTS OR INVITEES, SUCH OWNER SHALL BE RESPONSIBLE FOR THE EXPENSES, COSTS, AND FEES INCURRED BY THE ASSOCIATION FOR SUCH MAINTENANCE, REPAIR, OR REPLACEMENT AND ANY SUCH AMOUNTS MAY BE COLLECTED BY THE ASSOCIATION AS PART OF THEIR ASSESSMENTS. (SEE ARTICLE VI, SECTION 6.2 OF THE DECLARATION).

**MAINTENANCE AND INSURANCE OBLIGATIONS OF
STAR POINT CONDOMINIUM ASSOCIATION, INC.**

July 18, 2025

- B. WHETHER THE MAINTENANCE, REPAIR, OR REPLACEMENT WAS CAUSED BY AN OWNER OR OWNER’S GUEST’S OR INVITEE’S NEGLIGENCE SHALL BE DETERMINED BY A HEARING AFTER NOTICE TO THE OWNER. (SEE ARTICLE VI, SECTION 6.2 OF THE DECLARATION.
- C. WHEN IT COMES TO DETERMINING WHETHER REPAIRS FALL UNDER THE MAINTENANCE OR INSURANCE OBLIGATION, THE RULE OF THUMB IS: “MAINTENANCE” IS TYPICALLY NECESSITATED BY REGULAR WEAR AND TEAR; INSURANCE, ON THE OTHER HAND, IS NECESSITATED BY A CATASTROPHIC EVENT, SUCH AS A FIRE, INCLEMENT WEATHER, OR ACCIDENT (SUCH AS A BURST PIPE).
- D. SECTION 6.1(A) ESTABLISHES THAT THE ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND REPLACEMENT OF THE COMMON ELEMENTS AND KEEPING THEM IN GOOD ORDER AND REPAIR.
- E. SECTION 6.1(A) ESTABLISHES THAT THE OWNERS ARE RESPONSIBLE FOR KEEPING ANY LIMITED COMMON ELEMENTS APPURTENANT TO THEIR UNIT IN A “GOOD, CLEAN, SANITARY, AND ATTRACTIVE CONDITION,” BUT **DOES NOT** REQUIRE AN OWNER TO KEEP SUCH LIMITED COMMON ELEMENTS IN GOOD “ORDER OR REPAIR,” WHICH WOULD BE THE ASSOCIATION’S RESPONSIBILITY.

ENDNOTES

ⁱ Article VI, Section 6.1(b) of the Declaration.

ⁱⁱ Article VIII, Section 8.1(a) of the Declaration.

ⁱⁱⁱ Article XI, Section 11.6 of the Declaration.

^{iv} Article VI, Section 6.1(c) of the Declaration.

^v Article VI, Section 6.1(d) of the Declaration.

^{vi} Article XI, Section 11.12 of the Declaration.

^{vii} Article VI, Section 6.1(a) (Does not provide that Owners are responsible for keeping the Limited Common Elements in good “order and repair,” unlike Common Elements.)

^{viii} Article VIII, Section 8.2 of the Declaration.

^{ix} Article VIII, Section 8.1(b) of the Declaration.

^x Article VIII, Section 8.1(c) of the Declaration.

^{xi} Article VIII, Section 8.1(d) of the Declaration.

^{xii} Article VIII, Section 8.1(e) of the Declaration.

^{xiii} Article VIII, Section 8.1(f) of the Declaration.