



**MAINTENANCE, REPAIR, REPLACEMENT AND INSURANCE
RESPONSIBILITIES FOR
CASTLEWOOD RANCH PAIRED OWNERS ASSOCIATION, INC.**

May 29, 2020

NOTE: This chart shows whether Owners or the Association are responsible for the maintenance, repair and replacement of various components pursuant to the Declaration of Covenants, Conditions and Restrictions of Castlewood Ranch Paired.

A = Castlewood Ranch Paired Owners Association, Inc.
O = Owner

	MAINTENANCE*	INSURANCE
BUILDING STRUCTURE AND EXTERIORS		
Building-structure, including columns, girders, beams and supports	O ¹	A ²
Foundation and crawlspaces	O ¹	N/A
Siding and stone/brick facades	A ³	A ²
Roof shingles and underlayment	A ³	A ²
Chimney and chimney caps	A ¹	A ²
Gutters, downspouts, and soffits	A ³	A ²
Patios and decks	O ¹	O ⁴
Front porches	O ¹	O ⁴
Front porch/patio rails	O ¹	O ⁴
Window glass/screens and section of window in which such glass/screens is encased	O ¹	A ²

* unless otherwise specified in the Chart, the term "maintenance" includes repair and replacement.

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	MAINTENANCE*	INSURANCE
Window frames—that exterior portion of the window surrounding the glass/screen and encasement of same	A ³	A ²
Window shutters	A ³	A ²
Exterior doors (paint and stain)	A ³	N/A
Exterior doors including peep holes, doorknobs and lock mechanisms (maintenance/repair)	O ¹	A ²
Door frame—the exterior portion of the doorway surrounding and encasing the door and its hardware	A ³	A ²
Storm doors installed by owners	O ¹	O ⁴
Patio/balcony sliding glass doors	O ¹	A ²
Garage doors (paint and stain)	A ³	N/A
Garage doors (maintenance and repair)	O ¹	A ²
Garage concrete slab	O ¹	N/A
Garage door openers	O ¹	O ⁴
Light fixtures attached to buildings	O ¹	O ⁴
Light bulb replacement in exterior light fixtures	O ¹	N/A
Address signage on buildings	A ³	A ²
Satellite dishes	O ¹	O ⁴
All other surfaces on the building exterior not otherwise listed	A ³	A ²
Any portion of the building that is not an exterior surface	O ¹	A ²
Any improvement located on a lot and not otherwise listed	O ¹	O ⁴

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UTILITIES		
Air conditioners, including compressors and related equipment	O ¹	O ⁴
Exterior utility fixtures and apparatus <u>within the lot lines</u> , including, but not limited to, the following: • Water meters • Circuit boxes • Water spigots • Cable boxes • Water pipes • Sewer pipes	O ¹	O ⁴
Exterior utility fixtures and apparatus <u>on common elements</u> , including but not limited to the following: • Water meters • Circuit boxes • Water spigots • Cable boxes • Water pipes • Sewer pipes	A ³	A ²

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Any fixtures, apparatus, installations, and facilities <u>inside the residence</u> , including but not limited to: • Power • Light • Gas • Telephone • Television • Hot water • Cold water • Heating • Furnaces • Boilers	O ¹	O ⁴
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RESIDENCE INTERIORS		
<u>Unfinished surfaces</u> of walls, floors, and ceilings including but not limited to: • Lath • Furring • Drywall • Wallboard • Plaster • Girders • Structural components • Columns • Insulation	O ¹	O ⁴
Party walls	O ⁴	O ⁴
Attics	O ¹	O ⁴
Furnishings and personal property such as: • furniture • jewelry • electronics • area rugs • art	O ¹	O ⁴
Window coverings	O ¹	O ⁴

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Permanent fixtures including but not limited to: • Ceiling fans • Light fixtures • Hand rails • Cabinets • Counter tops • Toilets • Sinks • Bathtubs/showers	O ¹	O ⁴
Appliances including oven, range, refrigerator, dishwasher, disposal	O ¹	O ⁴
<u>Finished surfaces</u> of walls, floors, and ceilings, including but not limited to: • Paneling • Wallpaper • Paint • Carpet and pad • Hardwood flooring • Tile/grout • Linoleum • Floor boards	O ¹	O ⁴
Fireplaces, including flu and chimney	O ¹	O ⁴
Garage interiors	O ¹	O ⁴
Other improvements installed by Owners inside individual homes	O ¹	O ⁴

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GROUNDS		
Landscaping on lots –both front and backyards, including drainage and retaining walls	O ¹	O ⁴
Landscaping on common element tracts	A ³	A ²
Sprinkler system and irrigation lines on lots	O ¹	O ⁴
Drainage structures/facilities on common elements and not maintained by the Metro District	A ³	A ²
Fences within lot lines	O ¹	O ⁴
Divider/privacy fences between yards	O ¹	O ⁴
Fences on common elements	A ³	A ²
Driveways and walks leading to individual residences	O ¹	N/A
Divider areas between driveways	O ¹	N/A
Sidewalks in front of homes	O ¹	N/A
Mailboxes ¹	A ³	A ²
OTHER		
Any exterior improvement located on a lot and not otherwise listed	O ¹	O ⁴
Common elements described in the Declaration or on the Plat Map and not otherwise listed	A ³	A ²

¹ The Association is responsible for the maintenance, repair, and replacement of mailboxes unless this is performed by the USPS.

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NOTES

A. IF MAINTENANCE OR REPAIR IS REQUIRED TO ANY COMPONENT NORMALLY MAINTAINED BY THE ASSOCIATION, WHICH RESULTS FROM THE ACT, OMISSION, OR MISCONDUCT OF AN OWNER OR SUCH OWNER'S GUEST, INVITEE, FAMILY MEMBER, OR TENANT, SUCH OWNER SHALL BE RESPONSIBLE FOR THE COST OF THE MAINTENANCE OR REPAIR AND SAID AMOUNT SHALL BE ADDED TO THE OWNER'S ACCOUNT AS AN ASSESSMENT AFTER NOTICE AND HEARING [DECLARATION, ARTICLE 4, SECTION 4.15 AND ARTICLE 9, SECTION 9.5].

B. ANY COMPONENT MAINTAINED BY THE ASSOCIATION SHALL BE MAINTAINED AS DEEMED APPROPRIATE BY THE BOARD IN ITS SOLE DISCRETION. OWNERS SHALL NOT HAVE ANY RIGHT TO CHANGE THE TIMING OR MANNER OF SUCH MAINTENANCE, REPAIR, OR REPLACEMENT EVEN IF SUCH ASSOCIATION MAINTAINED COMPONENTS LIE WITHIN THE LOT LINES.

C. BECAUSE NEGLIGENCE IS A SUBJECTIVE TERM, THE BOARD OF DIRECTORS HAS THE RIGHT TO DETERMINE, IN ITS SOLE DISCRETION, WHETHER AN ACTION OR INACTION CONSTITUTED NEGLIGENCE.

D. ACCORDING TO THE DECLARATION, OWNERS ARE RESPONSIBLE FOR INSURING THEIR RESIDENCES AND THE ASSOCIATION IS RESPONSIBLE FOR INSURING THE COMMON AREA IMPROVEMENTS. THE DECLARATION, HOWEVER, AUTHORIZES THE ASSOCIATION TO PROVIDE ADDITIONAL INSURANCE IF THE BOARD SO DESIRES. THIS CHART IS PREPARED IN ACCORDANCE WITH THE CURRENT INSURANCE COVERAGES THE ASSOCIATION PROVIDES. HOWEVER, THE BOARD MAY CHANGE SUCH COVERAGE AT ANY TIME AND REQUIRE OWNERS TO CARRY THEIR OWN PROPERTY POLICIES ON THEIR RESIDENCES AND STRUCTURES. [ARTICLE 6, SECTION 6.3].

E. INSURANCE OBLIGATIONS ARE DIFFERENT THAN MAINTENANCE OBLIGATIONS. ANY MAINTENANCE/REPAIRS NECESSITATED BY CATASTROPHIC EVENTS, SUCH AS FIRES, STORMS, BURSTING PIPES, ETC. FALL UNDER THE INSURANCE CATEGORY. DAY-TO-DAY MAINTENANCE/REPAIRS AND MAINTENANCE/REPAIRS NECESSITATED BY NORMAL WEAR AND TEAR FALL UNDER THE "MAINTENANCE" CATEGORY.

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F. IN THE EVENT INSURANCE PROCEEDS ARE NOT ISSUED BY THE INSURER WITH RESPECT TO A CLAIM SUBMITTED BY THE ASSOCIATION OR INSURANCE PROCEEDS ARE INSUFFICIENT TO COVER THE COST OF REPAIRS ASSOCIATED WITH A CLAIM, THE INDIVIDUAL/ENTITY RESPONSIBLE FOR THE MAINTENANCE OF THE DAMAGED COMPONENT WILL BE RESPONSIBLE FOR THE COST OF THE REPAIRS NOT OTHERWISE COVERED BY INSURANCE.

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ENDNOTES

- ¹ Declaration, Article 9, Sections 9.2.2 and 9.2.3
- ² Declaration, Article 6, Sections 6.1 and 6.3
- ³ Declaration, Article 1, Section 1.8; Article 9, Sections 9.2.1 and 9.2.2
- ⁴ Declaration, Article 6, Section 6.9