

FACILITIES	RESPONSIBILITY	REFERENCE
Exterior of all dwellings and anything attached to said exteriors including but not limited to, all brick, siding, paint, roofs (including roof deck and shingles, but excluding roof structure), gutters, thaw protection devices, downspouts, windows, doors, screens, porches, patios, balconies, decks, stairs, shutters, chimneys, flues, vents above roof lines, skylights, part of underground sanitary storm lines, and all yards, open spaces, grass, shrubs, trees, landscaping and plantings, flower beds, fences, driveways, access driveways and structures.	Association	Declaration 3.1(a)(1)
Excluded as a Controlled Facility is roof structure, interiors of dwellings, awnings, satellite dish antennas, sprinkler systems, walkways contained within a unit, any increase in size or improvement to decks, patios, driveways, and landscaping above what existed when a unit was conveyed from the Declarant to the first owner.	Unit Owner	3.1(b)1
Grass cutting in front yards and rear yards beyond any privacy fences and side yards.	Association	3.2(a)(1)
Mulching in areas of front, side and backyards	Association	3.2(a)(2)
Snow removal of parking areas, sidewalks along the street, driveways, access roads, private streets and clubhouse parking area.	Association	3.2(a)(3)
Snow removal on sidewalks serving a unit.	Unit Owner	3.2(a)(3)
Maintenance repair and replacement of landscaping and plants installed by the Declarant.	Association	3.2(a)(4)
If landscaping and plants are damaged by the negligent or willful acts of a Unit Owner, said Owner is responsible for the maintenance repair and replacement.	Unit Owner	3.2(a)(4)
Watering of lawns and shrubs located within a unit.	Unit Owner	3.2(b)(1)
Damages caused by the negligence, risk, or conduct of any Unit Owner may be maintained or repaired or replaced by the Association and that expense will be assessed exclusively against the Unit causing the damages.	Unit Owner	3.2(b)(2)
Reasonable repair and maintenance of party walls. Party Fences	Unit Owners (shared) Association	6.6(b) 6.6(b)
Party Wall or Party Fence destroyed or damaged by fire or other casualty not covered by insurance.	Unit Owner(s)	6.6(c)
Insurance – property insurance on Common Facilities and Controlled Facilities to the extent they can be insured separately from a Unit, against all common risks or direct physical loss.	Association	5312(A)(1) Uniform Planned Condominium Act

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<p>Insurance – Comprehensive General Liability Insurance, including medical payment insurance in an amount determined by the Executive Board covering all occurrences commonly insured against for death, bodily injury and property damage, arising out of or in connection with the use, ownership or maintenance of the Common Elements.</p>	<p>Association</p>	<p>5312(A)(2) Uniform Planned Condominium Act</p>
<p>INSURANCE Definitions Common Facilities – All real estate within the Community which is owned by or leased to the Association, but not including any Units.</p> <p>Controlled Facilities – Parts of a Unit which are not common facilities including but not limited to, courtyards, decks, sidewalks (that are not part of a Unit), paving under decks, and the Community Building that are maintained, improved, repaired, replaced, regulated, managed, insured or controlled by the Association. Controlled Facilities are the exterior of all dwellings and anything attached to the exteriors including but not limited to brick, siding, paint, roofs (including roof deck and shingles, but excluding roof structure), gutters, thaw protection devices, downspouts, windows, doors, screens, porches, patios, balconies, decks, stairs, shutters, chimneys, flues, vents above rooflines, skylights, private underground sanitary sewer lines, and all yards, open spaces, grass, shrubs, trees, landscaping and plantings, flower beds, fences, driveways, access driveways and structures.</p> <p>The interior of all dwellings, awnings, satellite dish antennas, sprinkler systems, walkways contained within a Unit and any increase in size or improvement to decks, patios, driveways and landscaping above what existed when a Unit was conveyed from the Declarant to the first owner shall not be considered a Controlled Facility.</p> <p>Limited Common Facilities – The portion of the Common Facilities allocated for the exclusive use of one or more but less than all the Units, including decks, paving underdecks, utility service lines not owned by utility companies or exclusively serving a Unit (storm lines under basement floors), French drains around Units, portions of gutters and downspouts on the rear façade of a Unit.</p>		<p>Declaration 1.3.1(e)</p> <p>1.3.1(f)</p> <p>1.3.1(j)</p>

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<p>The Association shall carry insurance on all Common Facilities and Controlled Facilities, to the extent a Controlled Facility can be insured separately from a Unit, insuring against all common risks of direct physical loss.</p>	<p>Association</p>	<p>Declaration 26.1(a)(1)</p>
<p>Comprehensive general liability insurance, including medical payments, in an amount not less than \$3,000,000.00, to cover all occurrences commonly insured against for death, bodily injury and property damage, arising out of, or in connection with the use, ownership or maintenance of the Common Elements.</p>	<p>Association</p>	<p>Declaration 26.1(a)(2)</p>
<p>The Unit owner shall carry property insurance, to include the Controlled Facilities related to that Unit if they cannot be insured separately, insuring against all common risks of direct physical loss. The total amount of insurance, after application of deductibles, shall not be less than 100% of the replacement cost of the insured property, including excavations, foundations and other items normally included in property policies.</p>	<p>Unit Owner</p>	<p>26.1(b)(1)</p>
<p>The Unit owner shall carry comprehensive general liability insurance, including medical payments, in an amount not less than \$1,000,000.00 to cover all occurrences commonly insured against for death, bodily injury and property damage, arising out of, or in connection with the use, ownership or maintenance of the Unit and the Controlled Facilities to the extent the Controlled Facilities cannot be insured separately from the Unit.</p>	<p>Unit Owner</p>	<p>26.1(b)(2)</p>
<p>Any portion of the Community which is insured by the Association which is damaged or destroyed shall be repaired or replaced promptly by the Association unless the Community is terminated or repair or replacement would be illegal under any state or local health or safety statute or ordinance or 80% of the Unit Owners vote not to rebuild.</p>	<p>Association</p>	<p>26.1(c)(1) –(3)</p>
<p>Any portion of the Community which is insured by the Unit Owner which is damaged or destroyed shall be repaired or replaced promptly by the Unit Owner unless the Community is terminated or repair or replacement would be illegal under any state or local health or safety statute or ordinance or 80% of the</p>	<p>Unit Owner</p>	<p>26.1(d) (1) – (3)</p>

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<p>Unit Owners including every owner of a Unit or assigned Limited Common Facility which will not be rebuilt, vote not to rebuild.</p> <p>The cost of repair or replacement of these portions of these Units or the assigned Limited Common Facilities in excess of the insurance proceeds is the Unit Owner's expense. Unit Owner's insurance shall list the Association as an Additional Insured and shall provide that the insurance may not be canceled until thirty (30) days after notice of the proposed cancelation has been sent to the Association. If the Unit Owner does not promptly repair or replace the Unit or assigned Limited Common Facilities, the Association may demand that all of the proceeds of the insurance be paid to the Association.</p>		