

*Golden Bear*



**MAINTENANCE, REPAIR AND INSURANCE RESPONSIBILITIES FOR  
GOLDEN BEAR CONDOMINIUM ASSOCIATION, INC.**

October 8, 2008

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**NOTE: This Chart shows whether Owners or the Association are responsible for the maintenance, repair, and replacement of various items pursuant to the Declaration of Covenants, Conditions, and Restrictions of the Golden Bear Condominiums.**

A = Golden Bear Condominium Association, Inc.

O = Owner

	MAINTENANCE	INSURANCE
<b>BUILDING EXTERIOR</b>		
Building-structure, including foundations, columns, girders, beams and supports <sup>1</sup>	A	A
Siding, including painting, repairing and replacing <sup>1</sup>	A	A
Brick, trim and other exterior surfaces and improvements, including address numbers <sup>1</sup>	A	A
Roof shingles and roof underlay <sup>1</sup>	A	A
Gutters and downspouts <sup>1</sup>	A	A
Patios, balconies, decks, porches, including surrounding fences <sup>2</sup>	O	O
Windows, frames, panes and caulking around windows in connection with window replacement and repair <sup>3</sup>	O	A
Skylights, including glass and frames <sup>1</sup>	A	A

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	MAINTENANCE	INSURANCE
Exterior door of a Unit, including peep holes, doorknobs and lock mechanisms <sup>3</sup>	O	A
Patio/balcony sliding doors, including glass <sup>3</sup>	O	A
Garage doors <sup>3</sup>	O	A
Garages <sup>2</sup>	O	O
Stairs leading to Units, doorsteps, and landings outside Unit doors <sup>1</sup>	A	A
Light fixtures outside Units, including front yard lights and lamppost <sup>3</sup>	O	A
Chimney repair and replacement, if any <sup>1</sup>	A	A
Flood lights <sup>1</sup>	A	A
Window flower boxes <sup>1</sup>	A	A
Authorized and approved improvements installed by Owners to exterior of units <sup>1</sup>	A	A
<b>UTILITIES</b>		
Utilities, including, circuit boxes, meters, furnaces, lines, heating, plumbing, lighting, telephone, television, garbage disposal, hot water equipment and appurtenances, regardless of location, serving only one Unit <sup>2</sup>	O	O
Utilities, including circuit boxes, meters, furnaces, lines, heating, plumbing, lighting, telephone, television, garbage disposal, hot water equipment and appurtenances, regardless of location, serving more than one Unit <sup>1</sup>	A	A

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	MAINTENANCE	INSURANCE
Main water and sewer lines, installed within or running through Unit which serve more than one Unit <sup>4</sup>	A	A
Water and sewer lines, installed which serve one Unit, regardless of location <sup>2</sup>	O	O
Air conditioners, including compressors and ducts <sup>2</sup>	O	O
Water pipes, ducts and electrical wiring, which serve only one Unit, regardless of location <sup>2</sup>	O	O
Water pipes and ducts serving more than one Unit, regardless of location <sup>1</sup>	A	A
Electrical wiring, switches, and receptacles which serve only one Unit, regardless of location <sup>2</sup>	O	O
Electrical wiring, switches, and receptacles which serve more than one Unit, regardless of location <sup>1</sup>	A	A
<b>UNIT/BUILDING INTERIORS</b>		
Smoke detector <sup>2</sup>	O	O
Security system <sup>2</sup>	O	O
Entry foyer <sup>2</sup>	O	O
Fireplace box, if any <sup>2</sup>	O	O
Fireplace flue repair and replacement, if any <sup>1</sup>	A	A
Furnishings <sup>2</sup>	O	O
Window coverings <sup>2</sup>	O	O

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	MAINTENANCE	INSURANCE
Permanent fixtures including but not limited to ceiling fans, hand rails, cabinets and counter tops <sup>2</sup>	O	O
Appliances including oven, range, refrigerator and disposal <sup>2</sup>	O	O
Interior perimeter walls–finished surfaces (including drywall, paint, texture, wallpaper, and paneling) <sup>2</sup>	O	O
Interior perimeter walls–non-finished surfaces <sup>1</sup>	A	A
Interior non-perimeter walls, ceilings and floors (finished and unfinished surfaces) <sup>2</sup>	O	O
Upper most perimeter ceilings of Units–finished surfaces (including drywall, texture, and paint) <sup>2</sup>	O	O
Upper most perimeter ceilings of Units–unfinished surfaces <sup>1</sup>	A	A
Floor coverings including carpet, tile, vinyl and hardwood <sup>2</sup>	O	O
Subflooring <sup>1</sup>	A	A
Storage facilities <sup>2</sup>	O	O
Space above ceilings, including attics <sup>1</sup>	A	A
Air or gas pumps <sup>2</sup>	O	O
<b>GROUNDS</b>		
Walls and hedges <sup>1</sup>	A	A
Grass, trees, shrubbery, flowers and landscaping <sup>1</sup>	A	A
Ground maintenance, including grading <sup>1</sup>	A	A

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	MAINTENANCE	INSURANCE
Private roads, streets and drives, sidewalks, curbs, steps, walkways <sup>1</sup>	A	A
Sidewalks leading up to buildings <sup>1</sup>	A	A
Visitor parking areas, street signs, entry signs <sup>1</sup>	A	A
Irrigation system <sup>1</sup>	A	A
Street and common lighting <sup>1</sup>	A	A
Storm drainage channels and sewers <sup>5</sup>	A	A
<b>OTHER</b>		
Snow removal <sup>1</sup>	A	N/A
Sewer service <sup>4</sup>	A	N/A
Water service <sup>4</sup>	A	N/A
Water quality measures <sup>4</sup>	A	N/A
Trash removal <sup>6</sup>	A	N/A
Any improvement or installation installed by Owner to the Common Elements <sup>1</sup>	A	A
Common elements depicted on the Map or described in the Declaration and not otherwise listed <sup>1</sup>	A	A
Maintenance of components required by Map, Final Development Plan, or agreement with, requirement of City of Longmont <sup>7</sup>	A	A  *may vary depending on the terms listed

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**NOTES**

A. IF MAINTENANCE (INCLUDING ,BUT NOT LIMITED TO, MOLD REMEDITATION AND WATER DAMAGE) IS REQUIRED TO ANY COMPONENT NORMALLY MAINTAINED BY THE ASSOCIATION, WHICH RESULTS FROM THE NEGLIGENCE, WILLFUL ACT, OR OMISSION OF AN OWNER, SUCH OWNER SHALL BE RESPONSIBLE FOR THE COST OF THE MAINTENANCE. IF SUCH COSTS ARE NOT PAID TO THE ASSOCIATION WITHIN SEVEN DAYS AFTER THE OWNER RECEIVES WRITTEN NOTICE OF SUCH COSTS, THEN SUCH COSTS SHALL BE CHARGED BY THE ASSOCIATION AS A DEFAULT ASSESSMENT AGAINST THE OWNER. DECLARATION, SECTION 5.7.

B. IF MAINTENANCE OR REPAIR (INCLUDING MOLD REMEDIATION) IS REQUIRED FOR ANY OWNER-MAINTAINED COMPONENT, WHICH IS CAUSED BY ASSOCIATION NEGLIGENCE, THE ASSOCIATION SHALL BE RESPONSIBLE FOR THE COST OF SUCH MAINTENANCE OR REPAIR.

C. AS INDICATED, THE ASSOCIATION IS RESPONSIBLE FOR MAINTAINING STORM DRAINAGE CHANNELS, WATER QUALITY MEASURES, AND STORM SEWERS, UNLESS AN AGREEMENT WITH THE MASTER COMMUNITY OR A GOVERNMENTAL AUTHORITY PROVIDES OTHERWISE. DECLARATION, SECTION 4.4(c).

D. ALTHOUGH THE ASSOCIATION IS RESPONSIBLE FOR MAINTAINING AND INSURING IMPROVEMENTS INSTALLED BY OWNERS TO THE COMMON ELEMENTS OR EXTERIOR OF THE RESIDENCES, SUCH IMPROVEMENTS REQUIRE THE PRIOR APPROVAL OF THE DESIGN REVIEW COMMITTEE IN ACCORDANCE WITH SECTION 7.3 OF THE DECLARATION. THE DRC MAY PROHIBIT SUCH INSTALLATION OR MAY CONDITION ITS APPROVAL OF SUCH IMPROVEMENTS ON THE OWNER SIGNING A MAINTENANCE AND INDEMNITY AGREEMENT WITH THE ASSOCIATION WHICH TRANSFERS THE ASSOCIATION'S MAINTENANCE AND INSURANCE OBLIGATIONS FOR SUCH IMPROVEMENT TO THE OWNER.

E. THE ASSOCIATION, AND ITS AUTHORIZED AGENTS, HAVE THE AUTHORITY TO ENTER, REPLACE, MAINTAIN, REPAIR, AND CLEAN UP UNITS THAT DO NOT CONFORM TO THE REQUIREMENTS STATED HEREIN AND TO CHARGE AND COLLECT FROM THE OWNERS THEREOF ALL REASONABLE COSTS REALTED THERETO AS AN ASSESSMENT. DECLARATION, SECTION 4.5.

F. IF COMMON EXPENSES ARE ASSOCIATED WITH THE MAINTENANCE OF A LIMITED COMMON ELEMENT [LIMITED COMMON ELEMENTS ARE IDENTIFIED ON THE MAP AND LISTED IN 4.3 (a)(i) and 4.7(a)-(b) OF THE DECLARATION], THOSE COMMON EXPENSES MAY BE ASSESSED EQUALLY AGAINST THE UNITS TO WHICH THE LIMITED COMMON ELEMENT IS ASSIGNED. DECLARATION, SECTION 4.7.

G. THE ASSOCIATION MAY DECIDE TO PROVIDE BLANKET HAZARD INSURANCE ON THE UNITS, SUBJECT TO RATIFICAITON OF A BUDGET OF THE ASSOCIATION INCLUDING THAT EXPENSE. DECLARATION, SECTION 9.1.

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**ENDNOTES**

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1. Declaration, Sections 4.4 (a) and 9.3.
  2. Declaration, Sections 4.5 and 9.1.
  3. Declaration, Sections 4.5 and 9.3.
  4. Declaration, Sections 4.4(b) and 9.3.
  5. Declaration, Sections 4.4 (c) and 9.3.
  6. Declaration, Section 4.4 (d).
  7. Declaration, Sections 4.4(e) and 9.3.