ARMELLA ARMS II CONDOMINIUM ASSOCIATION

HANDBOOK, RULES AND REGULATIONS

EMERGENCY PROCEDURES

Fire, Police, Ambulance or

Other emergencies: Call 911!

Association Emergencies:

Gas/Electric - Call Xcel Company @ 800-481-4700 xcelenergy.com

Sewer - Call Service Company

Plumbing - Call Service Company

Roof Leak - Call Property Manager @ 303-834-0311

PROPERTY MANAGER:

Realty One Property Management, Inc. 1745 Shea Center Drive Ste 400 Highlands Ranch, CO 80129 Ph. 303-834-0311

www.ropmco.com jrobson@ropmco.com

ASSOCIATION INSURANCE COMPANY:

(Subject to change without notice)

Network Insurance Services, LLC - Travelers Indemnity Company 5261 S Quebec St Ste 100

Greenwood Village, CO 80111

Agent: Curt Henderson

Office: (303) 805-5000 Fax: (303) 708-0202

This Handbook and the Rules and Regulations contained herein have been revised as of November 2020

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ARMELLA ARMS II CONDOMINIUM ASSOCIATION

Welcome to the ARMELLA ARMS II Condominium Association. This booklet has been produced so that owners and tenants may be able to refer readily to the rules and regulations of the Association. The Board of Directors hopes each owner and tenant will find this booklet informative and helpful.

It is essential in a homeowner association that neighbors be aware of others' needs for privacy and quiet enjoyment. It is through the efforts of all residents at ARMELLA ARMS II that our Association becomes a success. It is through the cooperation of everyone that rewards offered by townhome living will be realized. Hopefully, all of us will share the responsibilities and rewards of life at ARMELLA ARMS II.

ARMELLA ARMS II CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

Pursuant to Section 4 of the Condominiums Declaration for ARMELLA ARMS II Condominium Association, Inc., the Board of Directors hereby adopts these revised Rules and Regulations as of November 2020.

ARMELLA ARMS II Condominium Association, Inc. shall be referred to as "Association"; the Board of Directors shall be referred to as "Board"; Condominiums shall be referred to as "Units"; the "project" shall refer to all common areas, amenity facilities and all lots and improvements.

"Assessment" shall mean and refer to any assessment levied, charged or assessed against an owner.

Final definition shall be interpreted as per the Declaration of Covenants, Conditions, Restrictions, and Easements Article.

ARMELLA ARMS II is comprised of all unit owners who share equally in the expenses and responsibilities of our community. The common interest of all who reside here is to maintain the highest quality of life for all residents, and to maintain the value of our property.

This guide contains the rules and regulations governing the Association. They apply to ALL residents of the Association -- owners and non-owners alike -- and compliance is expected. The rules are enforced by the Board of Directors, which is comprised of three (3) homeowners who are elected by the members of the Association.

Your Board encourages all residents to become involved in their community. You are encouraged to attend board meetings and to serve on one of the committees that advise the board.

Information on committees is available from the Board members or from the management company. Only through active resident participation can your Association be responsive to your needs and wishes. This will not only make ARMELLA ARMS II a sound investment where you can be proud to live, but will also make your life here pleasant and enjoyable.

DECLARATION, ARTICLES OF INCORPORATION, AND BY-LAWS:

The Association is governed by these documents, a copy of which each homeowner received at closing. These documents, as well as budgets, minutes and other Association related documents are kept on file at the management company's office and are available for your inspection upon reasonable notice during normal business hours.

RULES AND REGULATIONS:

The Board may adopt reasonable rules as it deems proper and necessary, provided such rules are not in conflict with the Declarations and By-Laws of the Association. A copy of the rules as they are adopted, amended, or repealed must be mailed or otherwise delivered to each owner; upon such mailing or delivery, such rules shall have the same full force and effect and are enforceable.

In the event there is a conflict between any of these rules and any city, state or federal law, the appropriate governmental ordinance shall take precedence.

These Rules and Regulations, the Declarations, the Articles of Incorporation, and the By-Laws shall be enforced by the Board of Directors, and penalties and fines for infractions may be levied in accordance therein.

OWNERS AND TENANTS ARE DEEMED RESPONSIBLE FOR INFRACTIONS COMMITTED BY THEIR CHILDREN AND/OR VISITORS.

REPORTING VIOLATIONS:

- 1. A written signed complaint detailing the violation must be filed with the management company before action shall be taken.
- 2. Written notice of the complaint shall be sent to the violating owner detailing the complaint and requesting compliance at the earliest opportunity. Copies of written notices to tenants will be forwarded to the owner/agent.

After notification of the complaint has been sent, the owner/tenant shall have ten (10) days from the date of the letter to notify the management company that they wish to contest the fine.

- 4. Owners wishing to contest a fine may do so at the next scheduled meeting of the Board of Directors. Should an owner wish to schedule a hearing, he must notify the management company of this intention to do so. All hearings must be scheduled into the agenda. Owners failing to notify the management company cannot be heard. If a person schedules a hearing, the complainant must be present at the hearing.
- 5. Owners/Tenants shall be liable for their own fines and for fines assessed against their guests or family members. If the fine assessed to the tenant remains unpaid after thirty (30) days, the Association shall assess the fine against the owner of the unit in which the tenant resides. The Association shall give the owner written notice of the assessment of the tenant's fine against the owner. The owner shall have ten (10) days from the date of assessment in which to pay or appeal the fine against the tenant.

MAXIMUM FINES AND PENALTIES FOR VIOLATION OF THE RULES AND REGULATIONS:

1. First Offense: A written notice to the owner describing the violation and suggested future procedures for compliance.

2. Second Offense: A \$75.00 fine.

3. Third Offense: A \$100.00 fine.

4. Fourth Offense: A \$150.00 fine.

5. Fifth Offense: A \$200.00 fine, and in the case of pets, mandatory removal from the

complex. In addition, all city, state and federal remedies shall be used.

Third and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action.

These fines and penalties shall be due and payable with the next ARMELLA ARMS II dues installment. If payment of a fine is not received at that time, a late charge of \$15.00 shall be added. Late charges will be levied on the fifteenth day of the month the fine and assessment is due, and for each month thereafter until the fine is paid. Standard collection procedures apply. In extenuating circumstances, a payment schedule may be negotiated with the Board of Directors.

Any charges for damages or work done on behalf of the owner will be charged in the same manner. Standard collection procedures apply.

MONTHLY ASSESSMENTS (Maintenance Fees)

Maintenance fees paid each month by the homeowners cover the cost of the following:

Maintenance of common areas (lawns, trees, shrubs, sprinkler system). Water and sewer.

Maintenance of building exteriors (walls, roofs, and painting). Trash pick-up. Snow removal. Maintenance of community streets. Maintenance of sidewalks and parking areas. Master insurance policy. Newsletter. Management company fees.

Professional fees (lawyers, accountants).

Reserves for future repairs (roofs, painting).

All monthly fees are due and payable on the first of each month. Any balance not paid within 15 days will be subject to a \$15.00 late charge. If the account remains delinquent, the owner will be notified in writing of the Association's intent to lien the property. If no response is forthcoming within ten (10) days, a lien will be filed, and any further legal action deemed necessary will be taken. Any filing or legal costs, including attorney's fees incurred will be added to the unit owner's assessments.

A unit that is delinquent in its assessment will have its voting rights suspended.

INSURANCE

The Association maintains a Master Insurance Policy covering the complex in general. The policy insures the Association for liability for bodily injury and property damage relating to acts that might occur on common property or to a building.

For explanation of insurance items: Please See Exhibit B as attached.

PROPERTY DAMAGE

Damage to a building structure as a result of natural force or fire would be covered by insurance. HOWEVER, EVERYDAY WEAR AND TEAR IS NOT COVERED. (This does not cover items that are owned by residents as a result of fire and/or natural forces.) As per the Declarations, please reference Exhibit B (attached), for maintenance and insurance responsibility.

PERSONAL PROPERTY DAMAGE

The Association's policy does not cover personal property of the residents. Therefore, it is highly recommended that you obtain individual coverage to compensate you or your resident in the case of a major loss. A Renter's policy can be obtained through most major insurance carriers.

DEDUCTIBLE

The Association's insurance policy has a deductible provision of \$5,000, plus a 5% wind and hail deductible. If an owner, his family, or guests have a claim, the owner shall pay the deductible unless approved by the Board of Directors for the Association to pay the deductible. (If an increase in the premium is caused by an owner's negligence, he/she will be responsible for that increase.)

CLAIMS

The Board of Directors must approve all claims. If you wish to make a claim on the insurance policy, or to report damage you must contact the management company. They will advise you of the steps which must be taken. Do not have items repaired before first contacting the management company or the insurance agent for the Association.

MAINTENANCE

The Association is responsible for maintenance of the common areas and each homeowner is responsible for any maintenance of their limited common area. Utility lines will be maintained by the Association for water and sewer from the tap on the City line to the entrance of the unit. Roofs, rims, gutters, and exterior maintenance will be provided by the Association. The Association will paint the exterior of the unit as necessary and if funds are available, including exterior doors.

Each owner is responsible for maintenance, repair and replacement of all fixtures, equipment, facilities, and utilities installed within or attached to the owner's unit. The owner is also responsible for maintenance, repair or replacement of windows, and exterior doors.

If any item is damaged in the common area through the negligence or willful act or omission of an owner, member of the owner's family, guest, or resident in the owner's unit, the expenses will be the personal obligation of the owner.

Maintenance of all common (exterior) areas is provided by contract labor that is hired by the Board and paid for by the homeowner's monthly maintenance fees.

Requests for repair of exterior items must be submitted to the management company. Repair of interior items, as well as windows (screens and glass), doors, etc. is the responsibility of the owner.

Every owner shall perform promptly all repair and maintenance work within his unit, the omission of which would adversely affect any common element or air space of any other unit, and shall be responsible for all loss and damage caused by his failure to do so.

PETS

The City of Arvada has ordinances on pets and their maintenance. The owners, tenants and guests at ARMELLA ARMS II must adhere to these ordinances. If the ordinances are violated, the City will be contacted for enforcement and the owner will be subject to fines by the Association.

Up to two pets may be kept in a Unit, if the pet is not a nuisance to other residents. No resident shall maintain or keep any Pet which, in the sole discretion of the Board, is considered to be a danger to the Owners, management staff or occupants in the Community or is otherwise considered to be a dangerous breed, as may be further defined in the Rules and Regulations. If a Pet is deemed a nuisance by the Association, the resident having control of the Pet shall be given a written notice to correct the problem and if not corrected, that resident will be required to remove the Pet from the Community pursuant to, and in accordance with, any dispute resolution procedures as may be set forth in this Declaration or the Rules and Regulations, if any.

Pets may not be kept for any commercial purposes.

When on Common Elements, Pets must be on a leash and under control. Feces left by Pets upon the Common Elements or Limited Common Elements, must be removed promptly by the owner of the Pet or the person responsible for the pet. Pets shall not be allowed to defecate or urinate on any patio or balcony in the Community. Owners shall hold the Association harmless from any claim resulting from any action of their Pets or the Pets of their tenants, guests or other invitees.

TRASH

The trash pick-up days for the Association are Monday & Thursday each week, subject to change. If there is a holiday that week the pick up will be one day late.

Dumpster use is for residential trash only. Under no circumstances is unwanted furniture to be placed in or near the dumpsters. It is your responsibility to call a disposal agency for pickup of these items. No appliances, construction material or hazardous waste is allowed in the trash bins. If the Management Company needs to call for pickup of these items, charges will be assessed to the owner of the property.

Do not place trash, boxes or other rubbish on your patio/balcony or in the outside entry of your unit. Promptly dispose of these items in the dumpster. Any items or trash lying around your patio/balcony may result in a violation letter and possible fine.

No rubbish or debris of any kind shall be placed or permitted to accumulate in the common area, and no odors shall be permitted to arise therefrom so as to render any unit unsanitary, unsightly, offensive or detrimental to any other property or its occupants.

No resident shall sweep or throw any dirt, pet waste, or other substance into the common area or onto another resident's property.

FLAGS

Nothing in these rules shall prohibit the proper display of the official flag of the United States of America. No other national flag, pennant, or banner other than seasonal shall be displayed outside of a unit.

SEASONAL DECORATIONS

Decorations will be permitted so long as they are put up and taken down in a reasonable length of time. No damage or permanent attachment to the structure will be permitted. Also, decorations must be in good taste and not offend other homeowners.

LANDSCAPING

Entry landscaping cannot be altered in any fashion. Planting in ground or any change in the present landscaping will not be permitted unless approved in writing by the Board of Directors. Live, well-maintained plants and/or pots may be kept on porches.

USE OF THE LIMITED AND COMMON ELEMENTS

All portions or areas of the Limited and Common Elements used for ingress/egress (right or ability to enter and leave the Limited and Common Elements) shall not be restricted, inhibited or obstructed in any fashion except as required by Law Enforcement, Emergency First Responders, construction (new or repair) by licensed and insured contractors with permits, hired by the unit owner, management company, or Association Board, with all three being notified in advance. The sidewalks, driveways, retaining walls, and drainage areas shall not be used as a play area for children nor shall baby carriages, bicycles, skates, or similar articles be allowed to be used in those areas above mentioned or on common area grass areas. No motorized vehicles shall be used on the walkways, landscaped areas, or any other portion of the project. Bicycles will not be permitted except for ingress or egress purposes. Storage on decks is not allowed; however, bicycles and casual outdoor furniture are allowed. Bicycles may be hung under owners steps if space permits, and as long as this doesn't create a hazard to pedestrians. Plants may be keep in pots on common areas as well as some casual patio furniture, but any items must be approved by the board prior to placement. Any furniture placed by approval must be available for the entire membership to use. No items may be permanently installed. No portable basketball hoop may be left in the parking lot overnight.

No fireworks or firearms may be discharged anywhere within the complex.

SCREEN/STORM DOORS

Exterior storm doors are permitted, provided they are white. No silver colored, aluminum or black are permitted. All doors will be the responsibility of the owner to maintain or replace.

FOR SALE AND RENT SIGNS

These signs may be placed only in the window of the unit to be sold or rented. No staking of these signs will be permitted in the space in or around the front, side or rear of the unit. The size of the sign is not to exceed 2' x 3', the standard size for normal real estate signs.

GENERAL

No clothesline of any type shall be placed on any property. Garments, rugs, clothing, or other household items may not be hung from windows, balconies, railings, fences, or sides of the buildings.

No flammable, combustible, or explosive fluids, chemicals or substances may be kept on the property except those required for normal household or automotive use.

All units within the Community shall be used only for those uses and/or purposes as allowed by the local zoning, control and regulation, and permitted by the Association's Declaration. Units shall not be used for any purpose other than a residential dwelling except as set forth in the Declarations Section 7.1. (Please reference this section for specific details.)

No soliciting or door-to-door distribution of printed materials, such as flyers, handbills, leaflets, etc. (except for official Association business) without the express permission of the Board of Directors. No exterior antennae of any type are allowed.

Additions or alterations that require cutting through the roof or exterior wall of the unit (pet doors, windows) will not be permitted. No person shall cause any signs, posters, or advertising devices of any nature to be erected or maintained on any part of the project (including without limitation, upon any lot, exterior walls, doors, roof or any part thereof, or imposed on or at any window, or any vehicle, automobile or other equipment or items), without the prior written consent of the Board, except for a sign or signs identifying the project which may be maintained by the Association.

Any damage to buildings, lawns, landscaping, or any common element/ limited common element, by the unit owner or occupant shall be the responsibility of the owner/occupant causing the damage.

To maintain the architectural continuity within ARMELLA ARMS II, no resident may alter, repair, repaint or do any work upon any of the common elements without prior written consent from the Board of Directors. Items which may not be altered without written approval include, but are not limited to: storm doors, gates, all doors and windows, exterior vents, antenna, air conditioning units, or balconies/railing.

All opening windows MUST have screens. Bent, torn or rotted screens must be replaced promptly by homeowner.

Under no circumstances shall nails be driven into the building siding. Seasonal decorative items are permitted for a limited time surrounding the appropriate holiday and owners are responsible for any and all damage done to the building by such decoration.

No exterior antennae of any type are allowed. All wiring for cable television must be hidden. No wires are to be installed on buildings or laid upon the gravel or landscaped areas. Satellite dishes must be preapproved by the Board of Directors.

All units must have appropriate window coverings. Newspapers, sheets, blankets, aluminum foil or cardboard are not considered proper window attire and are forbidden sixty (21) days after taking occupancy.

Unsightly objects, such as ladders, canoes, appliances, etc. may not be stored on patios. Any other items must be kept from view.

Only authorized maintenance personnel are to be on community roofs and structures. The Association will not be held liable for any injuries from such activity.

Nothing shall be allowed, done or kept in any unit or on the common element in violation of local, state, or federal codes, and/or laws which would cause an increase in premiums or cancellation of Association Insurance coverage.

PARKING

Residents may not use the visitor overflow parking area for their own personal use.

Armella Arms II has 3 parking places for visitors only and for use of a maximum of 12 hours. If a visitor space is occupied for longer than a 12 hour span, you must have prior Board approval.

No owner/occupant shall park or allow guests to park any vehicle in another unit owners designated parking space, for any length of time, without that unit owners written permission. Written permission must be given to the Property Manager.

Parking in designated fire lanes, or stopping or standing in fire lanes, is prohibited by City code. Violators may be ticketed by city police for fire lane violations that are reported to them by ANY individual. Vehicles obstructing any portion of a fire lane or driveway will be towed.

No vehicle belonging to any unit owner, occupant or member of their families or guests shall be parked in such a manner to impede or block any parking space for any reason or emergency ingress/egress. This will result in immediate removal at the owners expense.

Commercial type vehicles, including but not limited to, campers, motorhomes, trailers, boats, limousines or other over-large vehicles may not be parked on ARMELLA ARMS II grounds.

Trucks in excess of 3/4 ton, moving vans, trailers and motor homes are allowed only when engaged in transport to and from a building. Under no circumstances may they be parked on sidewalks or landscaped areas, or left overnight.

No vehicle maintenance, except emergency measures to start the engine or change a flat tire, is to be performed on common ground. Under no circumstances shall the changing of engine fluids be allowed in the common area.

Loud noise emitting from car exhaust pipes, stereos, homes, etc. are strictly against the law and by Bylaws of the Association. All drivers shall refrain from disturbing residents. Owners shall be responsible for the fines and penalties of visitors who violate this rule.

No inoperative, unused, unregistered or abandoned vehicles shall be stored, parked, maintained or kept on any part of ARMELLA ARMS II grounds. A vehicle whose registration has expired and has not been registered within the 30 day grace period as defined by State law shall be deemed "unregistered" and will be served notice of towing.

A written notice describing the abandoned or derelict vehicle and requesting immediate removal thereof may be personally served upon the owner or posted on the vehicle. If such vehicle has not been removed within seventy two (72) hours thereafter, the Association shall have the right to remove the same without liability, and the expense thereof shall be charged to the owner/resident.

NUISANCES - DISTURBING NOISES

No homeowner shall make, or permit to be made, any disturbing noises or disturb, or interfere with the lawful, peaceful, peaceable and quiet occupancy and enjoyment of the other units in his or neighboring buildings of the use and enjoyment of the common elements of the project by the homeowners and their guests.

No owner or occupant shall create or allow any noise disturbances from their unit by musical instrument, television, stereo equipment, voice, dogs or any other means, at any time of the day or night.

RENTAL UNITS

The Armella Arms II Condominium Association has leasing and occupancy restrictions. Please see section 7.2 of the Declarations and the Leasing Permit Requirement Policy if you are interested in leasing your unit.

In cases where owners are leasing their units to another individual, the owner/agent must provide a copy of the ARMELLA ARMS II Condominium Association Rules and Regulations. The owner of a unit hereby agrees to insure that their Tenant obeys the Rules and Regulations of the ARMELLA ARMS II Condominium Association and will evict said Tenant if violations of the Rules are documented. Property owners MUST provide the management company with a copy of the lease and a tenant profile form, for existing and new tenants.

WINDOW AIR CONDITIONING UNITS

Window air conditioning units are permitted, when properly installed.

Guidelines:

- 1. Must be braced from the outside with temporary braces/brackets. No penetrations into the siding is allowed. Any damage to siding will be the responsibility of the homeowner to repair/replace.
 - 2. The brace and any inserts, or covering must be painted to match the siding.
- 3. Window spaces created by an installation must have appropriate window coverings. Newspapers, sheets, blankets, aluminum foil or cardboard are not considered proper window attire and are forbidden twenty-one (21) days after installation. If any material is used to block an opening created by a window air conditioner, it must be painted the color of the siding, as well as any brackets or supports used in the installation.
- 4. The unit owner is responsible for any damage done by the installation, removal or falling/failing of window air conditioner units. The Association is not liable for any personal or property damage.

EXHIBIT B

MAINTENANCE AND INSURANCE OBLIGATIONS

"A" = Association obligation
"O" = Owner obligation

"NA" = not applicable
The term "maintenance" includes repair and replacement unless otherwise noted on the Chart.

	MAINTENANCE	INSURANCE
BUILDING EXTERIORS	A	A
Residence-structure, including foundation, columns, girders, beams and supports	A	A
Siding, sheathing, wrap, brick, trim, molding, and other exterior facade surfaces	A	A
Exterior stoops, steps, and concrete surfaces	A	A
Gutters and downspouts	A	A
Porches, patios, and balconies	A	A
Roof shingles and roof underlay	A	A
Window screens	0	0
Interior glass surfacescleaning	0	N/A
Glassrepair and replacement	0	0
Window panes and framespainting and staining of building surfaces	A	N/A
Window panes and frames maintenance, repair, and replacement, including painting	O	A
Window trim and caulking	O	A

	MAINTENANCE	INSURANCE
Exterior Unit doorspainting and staining	O	A
Exterior Unit doors including peep holes, doorknobs and lock mechanismsmaintenance and repair	O	A
Storm doors	О	A
Balcony/patio sliding glass doors	О	A
All exterior light fixtures	A	A
UTILITIES		
Utilities outside Unit servicing more than one Unit: 1. Electrical and other wires 2. Water and sewer pipes 3. Cables 4. Circuit boxes 5. Water meters 6. Circuit breakers	A	A
Utilities outside Unit servicing only one Unit: 1. Electrical and other wires 2. Water and sewer pipes 3. Cables 4. Circuit boxes 5. Water meters 6. Circuit breakers	O	O

	MAINTENANCE	INSURANCE
Utilities inside or outside Unit servicing only one Unit: 1. Furnaces 2. Heating Equipment 3. Thermostats 4. Ducts 5. Conduits 6. Water pipes 7. Electrical wiring 8. Electrical outlets 9. Telephone wiring 10. Telephone outlets 11. Light switches 12. Hot water equipment 13. Cable wiring 14. Compressors 15. Sump pumps	O	A
Air conditioners, including condensers and lines running from/to such equipment	O	O
RESIDENCE INTERIORS		
Furnishings, including all personal property such as furniture, electronics, jewelry, and clothing	0	О
Window coverings	О	О
Permanent fixtures including but not limited to: 1. Ceiling fans 2. Hendreits	O	O
 2. Handrails 3. Cabinets 4. Countertops 5. Bathtubs and showers 6. Sinks 7. Toilets 		

	MAINTENANCE	INSURANCE
Appliances, including: 1. Oven 2. Range 3. Refrigerator 4. Dishwasher 5. Washer/dryer 6. Countertop microwave 7. Built-in microwave	O	O
Interior <u>non-perimeter</u> walls, floors, and ceilings-including finished and unfinished surfaces, doors, drywall, studs, insulation, hardware and other material lying within such walls, floors and ceilings	O	A
Finished surfaces of <u>perimeter</u> walls and ceilings-including: 1. Drywall 2. Paint 3. Wallpaper 4. Paneling 5. Texture	O	O
Finished surfaces of floors, including: 1. Tile 2. Vinyl 3. Hardwood 4. Carpeting	O	O
Any components lying between the perimeter drywall and residence exterior, including, but not limited to: 1. Insulation 2. Girders 3. Beams 4. Pipes 5. Wiring 6. Plumbing	A	A

	MAINTENANCE	INSURANCE
Subflooring	A	A
GROUNDS		
Retaining walls	A	A
Landscaping	A	A
Irrigation system and time clocks	A	A
Private roads, drives, and sidewalks	A	A
Private parking areas	A	A
Monuments and signage	A	A
Perimeter fence	A	A
Storage sheds	A	A
OTHER		
Snow removal from private roadway and sidewalks	A	N/A
Garbage pick-up	A	N/A
Common Elements existing in Community and not otherwise listed	A	A
Any personal property of Owners not otherwise listed	O	0
Any betterments or improvement to original construction made by a current or previous Owner	O	O