

**MAINTENANCE, REPAIR AND INSURANCE RESPONSIBILITIES FOR THE
HILLCREST AT HOMESTEAD HOMEOWNERS ASSOCIATION, INC. ("ASSOCIATION")**

September 12, 2015

1. Introduction – Purpose of this Chart. This chart sets forth both maintenance and insurance allocations between Owners and the Association.
2. Insurance Allocations.
 - a. Association Casualty/Property Insurance Election for Residences. The Association insures the structures from the exterior surfaces to the unfinished perimeter walls, floors and ceilings (a so called "bare walls" policy"). The "bare walls" form of policy that the Association maintains necessitates that owners maintain their own property insurance, sufficient to cover the items not insured through the policy maintained by the Association. Accordingly, the Association has prepared this chart, with insurance responsibility allocations, allocating some parts of the community to insurance to be maintained by the Association, and allocating other parts of the community to insurance to be maintained by owners.
 - b. Owner Insurance Responsibility. Owners are responsible for insuring the finishes on walls, floors and ceilings. Owners are also responsible for insuring all fixtures (including, but not limited to, tubs, showers, sinks, toilets, light fixtures, and cabinetry). Owners are also responsible for property and liability insurance on all portions of their lots not insured through policies maintained by the Association.
 - c. Betterments and Improvements. The Association does not maintain and is not responsible for maintaining insurance on any betterments or improvements to residences made by the owner or any predecessor owner or anyone acting on behalf of the owner or predecessor owner.
 - d. Owners to Consult with their own Insurance Agent. Owners should consult with their insurance advisor to determine any necessary coverage required to cover claims by other owners or their insurers for damage to other Owners' residences. The Association recommends that each Owner insure his/her own residence and personal property and obtain liability insurance covering, at a minimum, the following:
 - liability of the owner to pay deductibles under the Association's insurance policy
 - any portion of the owner's residence not covered by the Association's insurance (e.g., improvements, upgrades made by owners, prior owners or others on behalf of the owner, furniture, and furnishings, etc.)
 - personal property in the residence
 - general liability within the residence and on the owner's lot
 - workers compensation insurance covering work within each residence or on the lot associated with the residence
 - other insurance and owners and their agents may determine

- e. Type and Amount of Owner Maintained Insurance. The Association strongly recommends that each owner contact his or her own insurance agent for advice on the types and proper amount of insurance coverage needed and the optional coverages available to the owner on their residence owners' policy. Owners should check with their insurance agent to confirm that their owner's insurance policy covers those areas not insured by the Association's casualty or property policy.
 - f. Association as an Additional Named Insured. Each owner is encouraged to name the Association as an additional named insured in his/her policy and provide the Association with a 30 day notice of cancellation.
 - g. Association Policies and "Causes of Loss". The Association's policy covers identified "causes of loss." It is possible that a cause of loss may not be covered or that a particular type of damage is not covered despite the general allocations set forth above. Owners are encouraged to contact their individual insurance professionals to determine what coverage will best protect their interests.
 - h. Perimeter Fences v. Fences on Lots. The declaration distinguishes between perimeter fences surrounding the community and all other fences located on the lots. Pursuant to a declaration amendment approved by the owners, the Association is responsible for all maintenance and repair of the perimeter fences.
3. Maintenance Allocations. Maintenance allocations include maintenance, repair, replacement and improvement responsibilities. Allocations of maintenance in this chart are based on:
- The Declaration as of the date this chart was prepared;
 - The nature of the property component (e.g., Common Area, Living Unit or Lot)
 - How the particular components are allocated in the Declaration, either by type of property or specific allocation; and
 - Determinations of the Board of Directors (when the Declaration does not expressly allocate maintenance or insurance responsibilities).
- a. Association Maintenance Discretion. The Association determines the extent, scope, when, where and how it will discharge its maintenance allocations, as set forth in this Chart and as set forth in the Declaration. The Declaration also permits the Association to maintain, from time to time, portions of the Community that the Association is not required to maintain.
 - b. Owner Maintenance Discretion. This Chart sets forth minimum maintenance allocations for Owners. A high standard of maintenance by Owners is requested by the Hillcrest at Homestead Homeowners Association. If the Association determines that Owner maintenance is insufficient, the Association will notify the Owner and request or require additional maintenance of maintenance at a higher standard.
 - c. Interior Damage. Any damage to the interior of a residence caused by defective property maintained by the Association, but which was not the result of the Association's negligence, and is not covered by insurance maintained by the Association, is the Owner's responsibility.
 - d. Owner Negligence and Intentional Acts. If maintenance or repair is required to any component normally maintained by the Association, which results from the negligence or intentional act or any Owner, that Owner is responsible for the cost of the maintenance as an assessment.

- e. Association Negligence. If maintenance or repair is required for any Owner maintained component, which is caused by Association negligence, the Association is responsible for the cost of such maintenance or repair.
- 4. Uniform and Non-discriminatory Determination. The Association, acting through the Board of Directors, has determined that this Chart has been prepared and approved by the Board of Directors in a uniform and non-discriminatory manner.
- 5. Legend.

A = Hillcrest at Homestead HOA O = Owner

	MAINTENANCE	INSURANCE
Building Exterior		
Building – foundation, support posts/columns, girders, beams, floor joists, subflooring (Declaration Article VI Section 2, Article VII Section 2)	O	A
Exterior surfaces – repairing and replacing (Declaration Article VI Section 2, Article VII Section 2)	O	A
Exterior surfaces – painting (Declaration Article III Section 2, Article VII Section 2)	A	A
Brick, trim and other exterior surfaces and improvements not otherwise listed (Declaration Article VI Section 2, Article VII Section 2)	O	A
Roof shingles and roof underlay (Declaration Article III Section 2, Article VII Section 2)	A	A
Gutters and downspouts (Declaration Article VI Section 2, Article VII Section 2)	O	A
Front porch and sidewalk to porch – general cleaning and maintenance (Declaration Article VI Section 2)	O	N/A
Front porch and sidewalk to porch – repair and replacement (Declaration Article VI Section 2, Article VII Section 2)	O	A
Windows, including glass, frames and hardware (Declaration Article VI Section 2, Article VII Section 2)	O	A
Windows screens (Declaration Article VI Section 2, Article VII Section 2)	O	A
Exterior doors – paint and stain (Declaration Article III Section 2, Article VII Section 2)	A	A

	MAINTENANCE	INSURANCE
Exterior doors - repairs (Declaration Article VI Section 2, Article VII Section 2)	O	A
Garage doors – paint and stain (Declaration Article III Section 2, Article VII Section 2)	A	A
Garage doors – repair and replacement (Declaration Article VI Section 2, Article VII Section 2)	O	A
Exterior garage light bulb replacement and photo cell security fixtures. (Declaration Article III Section 2, Article VII Section 2)	A	A
Exterior surface of chimney (Declaration Article VI Section 2, Article VII Section 2)	O	A
Exterior water meters located on a lot (Declaration Article VI Section 2, Article VII Section 2)	O	A
Exterior water meters located on a common area (Declaration Article III Section 2, Article VII Section 2)	A	A
Utilities		
Utilities and lines, commencing at the point where the utilities enter the living unit, and serving only one living unit (Declaration Article VI Section 2, Article VII Section 2)	O	A
Utilities and lines, installed within a living unit and serving more than one living unit (Declaration Article VI Section 2, Article VII Section 2)	A	A
Utilities and lines installed on common areas (Declaration Article III Section 2, Article VII Section 2)	A	A

	MAINTENANCE	INSURANCE
Interiors		
Furnishings in homes and garages (Declaration Article VI Section 2, Article VII Section 5)	O	O
Cabinets and fixtures in homes and garages (Declaration Article VI Section 2, Article VII Section 5)	O	O
Personal property in homes and garages, appliances, and permanent fixtures, including but not limited to, bathtubs, showers, toilets, ceiling fans, hand rails and counter tops (Declaration Article VI Section 2, Article VII Section 5)	O	O
Unfinished interior walls, floors, and ceilings (i.e., drywall) (Declaration Article VI Section 2, Article VII Section 2)	O	A
Finished surfaces of interior walls, ceilings and floors (Declaration Article VI Section 2, Article VII Section 2)	O	A
Floor coverings including carpet, tile, vinyl and hardwood (Declaration Article VI Section 2, Article VII Section 5)	O	O
Subflooring (Declaration Article VI Section 2, Article VII Section 2)	O	A
Betterments and improvements by owner (or owner's predecessor in title) to any area that the owner maintains and the association insures (Declaration Sections)	O	O
Insect and/or rodent infestations in dwellings	O	O

	MAINTENANCE	INSURANCE
GROUPS		
Grass, trees, shrubbery, flowers and landscaping located on common area (Declaration Article III Section 2, Article VII Section 2)	A	A
Lawn maintenance (mowing) in front yards (Declaration Article III Section 3)	A	N/A
Landscaping and grounds maintenance on lots (other than mowing of front yards), including sprinklers, aeration, plant installation, etc. (Declaration Article III Section 3, Article VI Section 3, Article VII Section 5)	O	O
Landscaping installed by owners	O	O
Private roads, streets and drives, sidewalks, curbs, steps, walkways (Declaration Article III Section 2, Article VII Section 2)	A	A
Perimeter fences (Declaration Article III Section 3, Article VII Section 2)	A	A
All fences (other than perimeter fences), including any fence installed or existing between adjoining lots (Declaration Article IX Sections 1 and 2, Article XIII Section 2(G), Article VII Section 2)	O	O
Walkways and sidewalks leading up to living units (Declaration Article VI Section 3, Article VII Section 2)	O	A
Street signs and entry signs (Declaration Article III Section 2, Article VII Section 2)	A	A

	MAINTENANCE	INSURANCE
OTHER		
Pool, pool mechanical equipment, pool grounds/landscaping, fence around the pool grounds, clubhouse, clubhouse bathrooms/showers, and pool furniture (Declaration Article III Section 2, Article VII Section 2)	A	A
Garage door opening mechanisms	O	O
Driveways on lots (Declaration Article VI Section 3, Article VII Section 2)	O	A
Snow removal on common areas, including roadways in the community (Declaration Article III Section 2, Article VII Section 3)	A	A (Liability insurance on areas of Association maintenance responsibility)
Snow removal on driveways, lots, sidewalks, and walkways up to the front porch (Declaration Article III Section 3, Article VII Section 5)	O	O
Any improvement or installation wholly installed or modified by an owner on a Lot	O	O
Common areas depicted on the map or described in the declaration and not otherwise listed (Declaration Article III Section 2, Article VII Section 2)	A	A