

**CADENCE A TOWN CENTER OWNERS ASSOCIATION  
MAINTENANCE RESPONSIBILITY CHART INSURANCE REQUIREMENTS**

| <b>ITEM</b>                                                                                                                                                  | <b>Homeowner</b> | <b>Association</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------------|
| Painting or Staining of exterior bldg surfaces of unit                                                                                                       |                  | <b>X</b>           |
| Painting surface of exterior doors, including garage door                                                                                                    |                  | <b>X</b>           |
| Repair and/or replacement of exterior doors/door frames and garage doors/frames and patio doors/frames and all related hardware                              | <b>X*</b>        |                    |
| Repar and/or replacement of windows and window frames, including glass in patio doors                                                                        | <b>X*</b>        |                    |
| Repair and/or replacement of exterior lighting or hardware on unit                                                                                           | <b>X*</b>        |                    |
| Repair, replace and maintain gutters and downspouts                                                                                                          |                  | <b>X</b>           |
| Lawn maintenance to include mowing/trimming of grass and blowing of grass/leaves off walkways, porch and patio                                               |                  | <b>X</b>           |
| Watering of individual lawn and plantings around individual townhome units                                                                                   | <b>X</b>         |                    |
| Replacement of plantings and trees which do not survive despite watering by owner                                                                            |                  | <b>X</b>           |
| Cost of plant replacement determined to be due to non-watering                                                                                               | <b>X</b>         |                    |
| Decks/balconies- Stain                                                                                                                                       | <b>X</b>         |                    |
| Deck/balcony railings- repair, replace                                                                                                                       | <b>X*</b>        |                    |
| Privacy wall on deck (if any)                                                                                                                                | <b>X*</b>        |                    |
| Front Porch Roof Structure                                                                                                                                   | <b>X*</b>        |                    |
| Ceiling Structure under Front Porch Roof Structure                                                                                                           | <b>X*</b>        |                    |
| Painted Surface of Front Porch                                                                                                                               |                  | <b>X</b>           |
| Structure/Replacement of Colurmns on Porch                                                                                                                   | <b>X*</b>        |                    |
| Concrete Floor of Front Porch                                                                                                                                | <b>X*</b>        |                    |
| Party Walls- shared by owner                                                                                                                                 | <b>X*</b>        |                    |
| Patios-concrete surface, maintenance and repair                                                                                                              | <b>X*</b>        |                    |
| Patios- concrete foundation- maintenance and repair                                                                                                          | <b>X*</b>        |                    |
| Exterior surfaces- periodic pressure washing between exterior painting cycles                                                                                |                  | <b>X</b>           |
| Exterior surfaces- periodic painting and caulking                                                                                                            |                  | <b>X</b>           |
| Fencing-originally installed portion servicing each individual unit                                                                                          | <b>X</b>         |                    |
| Gutter Cleaning, at least 1X per year                                                                                                                        |                  | <b>X</b>           |
| Heating/AC units & feeder lines & all interior elements                                                                                                      | <b>X</b>         |                    |
| Termite warranty & annual warranty inspection                                                                                                                |                  | <b>X</b>           |
| Pest control- inside home                                                                                                                                    | <b>X</b>         |                    |
| Roof repair/Leaks/Replacement/Roof decking from normal wear & tear                                                                                           |                  | <b>X</b>           |
| Roof repair/Leaks/Replacement/Roof decking from an event covered by HOA's multi-peril policy, ie. hail, named storm, tornado, fire, flood, hurricane, etc.** |                  | <b>X</b>           |
| Roof Flashing/fascia and soffit, wear and tear                                                                                                               |                  | <b>X</b>           |
| Roofing boots around vents, wear and tear                                                                                                                    |                  | <b>X</b>           |
| Roof trusses/joists/structural elements                                                                                                                      | <b>X*</b>        |                    |
| Screens on windows or screened porches                                                                                                                       | <b>X</b>         |                    |
| Plumbing (interior or exterior)                                                                                                                              | <b>X</b>         |                    |
| Sidewalk from porch to common area sidewalk                                                                                                                  | <b>X</b>         |                    |
| Driveway mtnce, repair, replacement                                                                                                                          | <b>X</b>         |                    |
| Retaining Walls in Common Areas                                                                                                                              |                  | <b>X</b>           |
| Retaining Walls serving Single Unit                                                                                                                          | <b>X</b>         |                    |
| Stormwater Control Facilities                                                                                                                                |                  | <b>X</b>           |
| Garbage receptacles mtnce                                                                                                                                    | <b>X</b>         |                    |
| Grounds/Landscaping (builder installed)                                                                                                                      |                  | <b>X</b>           |
| Grounds/Landscaping (common areas)                                                                                                                           |                  | <b>X</b>           |
| Grounds/Landscaping (homeowner installed)                                                                                                                    | <b>X</b>         |                    |
| Mulch around units and in common areas                                                                                                                       |                  | <b>X</b>           |
| Cluster Mailbox Unit/ Door or Pedestal Repair/Rplc                                                                                                           |                  | <b>X</b>           |
| Individual mailbox lock replacement                                                                                                                          | <b>X</b>         |                    |
| Common area lighting                                                                                                                                         |                  | <b>X</b>           |
| Common sidewalk maintenance*                                                                                                                                 |                  | <b>X</b>           |
| Damage to landscaping caused by resident or guest, autos, repairs, spills, pets, etc.                                                                        | <b>X</b>         |                    |

*x\* Please refer to Pages 2 and 3 of this document regarding the Association's "building shell insurance coverage. This means that the items with an asterik (\*) are the homeowner's responsibility to maintain and the cost of any repairs are borne by the homeowner UNLESS the damage is caused by an event covered by the Association's insurance policy. Should such an event occur the unit owner would be responsible for the deductible associated with the claim and any resulting interior damage or personal property damage not covered by Association's policy.*

## IMPORTANT INSURANCE INFORMATION FOR ALL OWNERS

**It is recommended that Owners provide the following insurance requirements and information to their insurance agent to insure that they secure the proper insurance coverage for their unit and personal property.**

### **INSURANCE THE ASSOCIATION CARRIES ON EACH UNIT**

The Association carries "Building Shell" coverage for each unit. This policy will cover the unit in the event of an insurable loss, but does not address failures or maintenance of these areas, which remain the responsibility of the unit owner. These areas include, but are not limited to: the foundation and structure of dwelling, driveway, walkway from driveway to front porch, decks, patios, windows, window frames, doors and door frames, (including garage door and patio doors), all exterior glass and any other areas identified as the maintenance responsibility of unit owners. Below is the specific coverage defined in the Association's governing documents, which owners should share with their insurer:

*Building Shell Coverage. A blanket property insurance policy providing "special perils" coverage for the "Building Shell" of each building of Attached Lots ("Attached Lot Building") located on the Property from time to time, in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof (before application of reasonable deductibles). If "special perils" coverage is not available, the Board shall obtain, at a minimum, fire and extended coverage, including coverage for vandalism and malicious mischief, in like amounts. "Building Shell" shall consist of the following components of each Attached Lot Building: (1) all structural components, including the foundation, footers, pilings, girders, beams, supports, walls (including all exterior walls, weight bearing walls, and party walls) and all studs, drywall, sheetrock or gypsum board attached to such walls; all slabs pillars, columns, insulation, exterior finishes or facades attached or affixed to any of the foregoing; all floor slabs; and all roofs, roof trusses, roof support elements, fascia soffits, roofing materials and insulation; (2) essential and permanent installations and equipment for electrical, plumbing, and mechanical systems, if any, which are utilized for, serve or pass through more than one residence within an Attached Lot Building; (3) exterior windows, exterior doors in the perimeter walls bounding a residence on an Attached Lot; garage doors, skylights and exterior glass; and (4) pipes, conduits, ducts, vents and other service and utility lines which are utilized for, serve or pass through more than one residence in an Attached Lot Building; all of the foregoing as shown on the construction plans used to obtain building permits for the Attached Lot Buildings (collectively, the "Insured Attached Lot Property"). Notwithstanding the foregoing, the Insured Attached Lot Property shall not include, coverings and ceiling coverings or other personal property owned, supplied or installed by any Owner, or predecessor in interest; all paint, coating, covering, finish, millwork or other item applied to, attached to or suspended from the ceiling; all carpeting, tile, slate, wood, parquet, marble, flooring, pain, coating, covering, finish, millwork or other item of flooring; and all paint, tile, wallpaper, fmishes, coatings, coverings, millwork or other item applied to, attached to or suspended from the walls or surfaces of a residence in an Attached Lot Building; all additions, alterations, betterments or improvements owned, supplied or installed by any Owner, or predecessor in interest; and all ventilation, air conditioner and heating equipment and duct work for ventilation, heating and air conditioning systems; all plumbing and electrical fixtures, all appliances; all water heaters and built-in cabinets and countertops, and window treatments within any residence in an Attached Lot Building; all electrical, plumbing and mechanical lines, chutes, flues, ducts, conduits, wires, pipes, chases, equipment or other apparatus serving only one residence in an Attached Lot Building; all mechanical, electrical or plumbing equipment located outside the exterior walls of a residence in an Attached Lot Building but located on an Attached Lot; all landscaping on the Attached Lot; and all replacements of any of the foregoing.*

### **INSURANCE THAT IS REQUIRED TO BE CARRIED BY EACH UNIT OWNER**

Per Article 10 of Declaration

**It is recommended that Owners provide the following insurance requirement information to their insurance agent to insure that they secure the proper insurance coverage for their unit and personal property:**

Each Owner shall procure and maintain fire and extended coverage insurance as follows:

(a) Coverage. Each Lot and improvements upon a Lot shall be insured in an amount equal to one hundred percent (100%) insurable replacement value. Such coverage shall provide protection against:

- (i) Loss or damage by fire and other hazards, including extended coverage, vandalism and malicious mischief;
- (ii) Such other risks as from time to time shall be customarily covered with respect to buildings on the land; and
- (iii) Such policies shall contain clauses providing form waiver of subrogation.

In addition, each Owner shall maintain property insurance on all improvements on all Excluded Property (defined herein) insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils, wind and hail, and flood; and the total amount of such insurance after application of any deductibles shall be not less than one hundred percent (100%) of the full insurable replacement value at the time the insurance is purchased and at each renewal date.

(b) **Liability.** Public liability insurance shall be secured by each Owner with limits of liability of no less than Three Hundred Thousand and No/100 Dollars (\$300,000.00) per occurrence.

All such policies shall name the Declarant and the Association as additional insureds as their interests appear and copies of said policies and renewals thereof shall be furnished to the Declarant and the Association. Upon failure by any Owner to promptly obtain the required coverage, naming the Declarant and the Association as additional insureds, or to pay the premiums due on such policy, the Association may, but is not required to, obtain the required coverage, naming the Declarant and the Association as additional insureds, and add the cost of the premium and all other costs of obtaining such coverage to the annual assessment against the subject Lot. Such cost shall be due and payable on or before the first day of the calendar month following payment of same by the Association.

Owners may, at their option, obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense and such other coverage as they may desire.

### **IMPORTANT NOTICE REGARDING INSURANCE DEDUCTIBLE**

**The unit owner from which a loss or claim originates, and/or any unit owner that is informed by the Association's insurance carrier that their claim is subject to a deductible will be responsible for payment of the deductible on any such claim. Should a claim not meet the current insurance deductible, the unit owner is responsible for the full cost of unit repairs. Currently, as of 1/2021, that deductible amount is \$5,000, but that amount may increase without notice. Therefore, the Association STRONGLY recommends that every unit owner obtains a DEDUCTIBLE ENDORSEMENT ON THEIR PERSONAL INSURANCE POLICY to cover those sums up to the Association's deductible.**