

**RESOLUTION OF  
SUNRIDGE AT AVON II CONDOMINIUM ASSOCIATION  
REGARDING INVESTIGATION OF WATER LEAKS AND REPAIRS**

**SUBJECT:** Adoption of a procedure to be used for the investigation of water leaks and any resulting damage.

**PURPOSE:** To adopt a resolution clarifying responsibility for repair of damage to the Common Elements, Limited Common Elements and the Unit caused by water intrusion.

**AUTHORITY:** The Declaration, Articles and Bylaws of the Association and Colorado law.

**EFFECTIVE  
DATE:** March 23, 2022

**RESOLUTION:**

The Association hereby gives notice of its adoption of a Resolution clarifying responsibility for repair of damage caused by water intrusion. The Resolution adopted is as follows:

WHEREAS, in general, Article VIII of the Declaration requires the Association to maintain and repair the Common Elements and the Owners must repair their Units and Limited Common Elements appurtenant to the Unit; and

WHEREAS, questions arise in situations in which damage to the Unit which is caused by the leak, flow or other failure of a component located outside the Unit boundaries, whether from the Common Elements, Limited Common Elements, or another Unit; and

WHEREAS it is in the best interest of the Association for the Board of Directors clarify the responsibility for repair of damage to a Unit and/or Limited Common Element which is caused by a leak, flow or other failure of a component located outside the Unit boundaries.

IT IS HEREBY RESOLVED that responsibility for repair of damage to the interior of a Unit caused by a leak, flow or other failure coming from outside the Unit boundaries is as follows:

1. DEFINITIONS. Unless otherwise defined below, initially capitalized or terms defined in the Declaration shall have the same meaning herein.

- a. Unit. Generally, an individual air space which is contained within the walls, basement or base floor, roof, windows and doors of such unit in the Building as shown on the Condominium Map, bounded by the interior surfaces of the perimeter walls (or the adjoining walls, if two or more Units adjoin each other), unfinished interior surfaces of floors, unfinished interior surfaces of ceilings, window surfaces, and window frames, together with all fixtures and improvements therein contained but not including any of the structural components of the building. This definition is intended to clarify but not alter the definition contained in the Declaration.

The Unit shall include any personal property and furnishings contained in the Unit. The Unit shall further include the finished surfaces of the perimeter walls, floors and ceilings of the Unit which includes: plaster, gypsum, dry wall, lath, furring, wallboard, plasterboard, paneling, surface texture, wallpaper, paint, tiles, carpet, hardwood, and any other finished flooring or other materials that could reasonably constitute finishing on the walls, floors and ceilings, but not including the sub-flooring. For clarity, all of the drywall is considered to be part of the Unit.

- b. General Common Elements. All of the property in the community that is not a Unit or Limited Common Element. This includes all of the real property described in Exhibit A of the Declaration and further set forth in Article I, Section 9 of the Declaration.
- c. Limited Common Elements (“LCE”). Those Common Elements designated in the Declaration or on the Condominium Map as reserved for use by fewer than all of the Owners, including: patios, sun decks, balconies and porches, if any, appurtenant to each Unit

## 2. RESPONSIBILITIES FOR DAMAGE TO THE UNIT ABSENT NEGLIGENCE.

- a. Unit Owner Responsibility. The Owner is responsible for repairing any and all damage to his or her Unit and/or LCE. If water intrusion causes damage to the Unit and/or LCE, the Owner of the Unit is responsible for repairing the damage to the Unit and/or LCE, regardless of the source of the water intrusion, except as provided in Sections 3 below. This responsibility includes repairing damage to: (i) the finished interior surfaces of the perimeter walls, floors and ceilings of the Unit; (ii) patios, sun decks, balconies, patio fences, patio or balcony doors, and porches which are appurtenant to a Unit (iii) all improvements, interior finishes, fixtures, appliances, personal property, furniture, and other property contained within the Unit and/or LCE, and (iv) the Common Element plumbing fixtures, electrical outlets and switches, domestic hot water equipment, furnaces and appurtenances servicing the Unit and commencing at a point where such fixtures and equipment enter the Unit.

The above responsibility applies even if the damage is caused by the leak, flow or other failure coming from a Common Element component or other property outside the Unit boundaries.

- b. Association Responsibility. The Association shall **not** be responsible for the cost of repairing damage to a Unit and/or LCE unless the Association's negligence, action or failure to act was the primary cause of the damage, as clarified in Section 3 below.
- c. Leaks Originating from General Common Elements. If the source of the water leak originates from a General Common Element, as determined by the Association's vendors, the Association shall be responsible for the cost of the investigative work, repairing the source of the leak, and repairing any damage to the General Common Elements resulting from the leak. If the Association damages a Unit while investigating or repairing a leak (e.g., the Association has to open up a Unit wall in order to get to the pipe that is leaking), the Association is responsible for the cost of repairing the damage to the Unit caused by the Association and returning the Unit to substantially the same condition existing prior to the work. However, to be clear, the repair and/or replacement of any damages to a Unit's interior finishes (including any upgraded drywall texturing or coverings) caused by the leak itself (as opposed to the Association's investigation and repair of the leaking component) shall be the responsibility of the Owner of the Unit.
- d. Leaks Originating from Unit and/or LCE. If the source of the water leak originates from a component that is part of the Unit the Owner of that Unit shall be responsible for the cost of the investigative work, repairing the source of the leak, and any damage to that Owner's Unit as a result of the leak. Absent negligence, as set forth in Section 3, repair of any damage to the General Common Elements shall be the responsibility of the Association. Repair of damage to any other Unit shall be the responsibility of the Owner of the other Unit.

### 3. REPAIR RESPONSIBILITIES IF CAUSED BY NEGLIGENCE.

- a. Unit Owner Responsibility. In the event the Owner's negligence, or the negligence of the Owner's tenants, guests, or agents, causes the water damage, including negligence in failing to maintain the Unit and/or LCE, any portion thereof or any improvements or fixtures thereon, or any misuse, tortious or willful act or omission, the Owner shall also be responsible for the cost to repair the damaged portion of the General Common Elements, other Unit(s), or LCE not covered by insurance. This includes the cost of the deductible. If the Association incurs the cost of repairing the damaged portion of the General Common or Limited Common Elements or other Unit caused by the Owner's negligence, the Owner shall promptly, upon receipt of a statement of its expenditures, reimburse the Association for such costs.

- b. Association Responsibility. In the event the Association's negligence causes damage to the Unit and/or LCE, the Association shall be responsible for any costs and expenses incurred in repairing such damage. Negligence shall be established if the Association fails to comply with its duty to maintain and repair the Common Elements as follows:
    - i. The Association is placed on notice, through general inspection conducted by the Board of Directors, management company, or any other agent of the Association, or through notification by an Owner:
      - 1. of a specific leak or flow into the Unit from any General Common Element component under the Association's maintenance responsibility, or
      - 2. that a General Common Element component under the Association's maintenance responsibility is in need of repair or replacement (in the sole discretion of the Board), and
    - ii. The Association fails to exercise due care to stop the leak or flow or make the repair or replacement, within a reasonable time thereafter.
4. PROCEDURE FOR INSURANCE CLAIMS. The Association has adopted that certain Policy Regarding Submittal of Insurance Claims and Payment of Deductibles which is dated of even date herewith.

**PRESIDENT'S**

**CERTIFICATION:** The undersigned, being the President of Sunridge at Avon II Condominium Association, a Colorado nonprofit corporation, certifies the foregoing Resolution was approved and adopted by the Board of Directors of the Association, at a duly called and held meeting of the Board of Directors of the Association on March 23, 2022 and in witness thereof, the undersigned has subscribed their name.

**SUNRIDGE AT AVON II CONDOMINIUM  
ASSOCIATION, INC.,** a Colorado nonprofit  
corporation

By: \_\_\_\_\_ (signature on file)  
President