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# MEMORANDUM

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**To:** Hudson Oaks Board  
**From:** Doyle Epps  
**Date:** November 30, 2015  
**Subject:** Owner verses Association Costs.

There are three critical paragraphs in the Condominium Declaration that govern the responsibility of costs and expenses as follows:

Article 1; Definition 1. Apartment shall mean an enclosed space consisting of one or more rooms occupying part of a floor or floors in a Building, which enclosed space is not owned in common with the owners of other Apartments in the Project. The boundaries of an Apartment shall be the interior surface of its perimeter walls, floors, and ceilings, and shall include the portions of the Building so described and the air space thereby enclosed. All heating and air conditioning equipment, ducts, and lines, and all utility pipes, lines, systems, and fixtures that serve only one Apartment shall also be included within the definition of an "Apartment", whether such items are located within the space enclosed by the boundaries of such Apartment or not. There are 151 Apartments in the Project, as designated on the plat (the "Plat") attached hereto as Exhibits "A" and "B-1" through "B-13".

Article 2; Section 2; (c) Each Owner shall maintain such Owner's Apartment (including the portions thereof which are not located within the physical boundaries of the Apartment) in good order and repair at all times. If any Owner shall fail to so maintain an Apartment, or any portion thereof, the Association shall have the right (but not the obligation) to perform such

work as is necessary to put any such Apartment in good order and repair, and the cost thereof shall be deemed a debt of such Owner to the Association, payable on demand, and payment thereof shall bear interest and be secured in the same manner as for Maintenance Expense Charges as set out in Article 4, Section 5 hereof.

Article 8; Section 4. Individual Insurance. Each Owner shall be responsible for insuring the contents and furnishings of his Apartment and of the Limited Common Elements subject to his exclusive control, and for insuring the Owner's improvements, alterations, additions, and fixtures not covered by the master policy to be purchased by the Association. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Owners as above provided. Each Owner, at his own cost and expense, should carry an individual policy for liability insurance insuring against the liability of such Owner, inasmuch as liability insurance policies to be carried by the Association will, as to each Owner, be only with respect to his liability arising out of the ownership, maintenance, or repair of that portion of the Project which is not reserved for his exclusive use or occupancy.

Since the development of the property the various Board of Directors have made various decisions that define and/or interpret the aforementioned paragraphs concerning equipment, ducts, and lines, and all utility pipes, lines, systems, and fixtures that serve only one Apartment that are the responsibility of Owners. Some of these decisions have been very generous to the Owners. They are summarized as follows (the term Association in this memo includes the Board, Maintenance Workers, Landscape Crew and Management):

**Front Doors:** Owners are responsible for their replacement and maintenance. As a practical matter, the Association supplies paint to the owner for the front doors and often actually paint the doors. The molding on the exterior of the doors is purchased and installed by the Association. This is not really the responsibility of the Association but to do otherwise would create a mixture of different front door looks. The Owner is responsible for the threshold but the Association will

chalk and/or replace the exterior trim. The Association will make adjustments to the front door as a convenience if time is available.

**Windows and Sliding Glass Doors:** Owners are responsible for their replacement and maintenance. Any change to exterior view of the windows or doors must be approved by the Association. The Association will supply paint but it is the Owner's responsibility to have the color conform to standards and chalking. Association will chalk when the exterior trim (not the window) is replaced.

**Air Conditioning Systems:** Owners are responsible for their replacement and maintenance. This includes the handler in the home, all AC lines, pans, electrical lines, mounting systems, brackets and covers located inside or outside the home's walls. Also includes the AC compressor (approximately 50% are located on the roofs) and includes mounting systems, plates and covers.

**Plumbing:** Owners are responsible for all fixtures, lines, filters, brackets and valves that service only that home whether located inside or outside the walls of the home. This includes exhaust lines that vent to the exterior. Historically, when a roof, whether flat or pitched, is replaced the plumbing exhaust lines that extend through the roof are recovered with new lead jackets (see attached photograph). This is probably not an Association expense but the cost is contained within the roofing contracts and has never been separated.

**Vents:** : Owners are responsible for their replacement and maintenance. There are at least two types of vents that extend from the home to the exterior. Dryer vents and stove vents (see attached photograph). Some extend to the side of the building and some extend through attic space to the roof. These vents have vent covers. Historically, when a roof, whether flat or pitched, is replaced the vent covers on the roof are replaced. This is probably not an Association

expense but the cost is contained within the roofing contracts and has never been separated. When a individual vent cover is replace (not part of roof replacement) it is the cost of the Owner.

**Chimney ;** Chimneys, for the purposes of this memo, includes the fireplace located in the unit, the cutoffs, dampers, smoke lifts, flues, hearths, flue liners, flue (chimney caps) and flue (chimney) crowns. Owners are responsible for the repair and maintenance of their chimney systems. The Association has maintained and repaired the exteriors that surround the chimney systems whether wood or stucco. During the maintenance of the exteriors, the Associations has painted and chalked the exterior exposed surfaces of the chimney flue and crown.

**Cable;** Owners are responsible for their replacement and maintenance except that Comcast Cable has contacted to maintain the cable systems. The Association does bury the cables because of an inability to get Comcast to consistently perform this function.

**Alterations:** The Association allows alterations to the units unless it creates a structural compromise. The Owner is responsible for the maintenance, repair and related damages caused, directly or indirectly, by that alternation.

Annually the Association provides Owners information and guidance concerning the various systems they should periodically inspect, or have inspected, and repair.

**Conclusion:** The chimney system, including the chimney cap and crown, is the responsibility of the owner and, as such, any damage caused by the system not being properly maintained is the responsibility of the owner. The chimney

system services only that unit and is not any different from any other unique system.