

Clark Farms

Maintenance Responsibility Chart

Item / Component	Owner Responsibility	Association Responsibility	Declaration Reference
Unit/Lot (general upkeep)	Maintain the Unit and all structures and improvements in good repair, condition, and order, except items maintained by the Association under Sections 5.1 and 5.4.	Only for items expressly listed under Association maintenance (Common Property, Community-wide items, and limited Unit exterior landscaping).	5.2, 5.1, 5.4
Common Property (overall)	N/A	Maintain and keep in good repair the Common Property, including landscaping, repair, and replacement of improvements on the Common Property, as determined by the Board.	5.1
Entry features & entry area landscaping	N/A	Maintain all entry features and entry area landscaping in the Community.	5.1(a)
Community exterior landscaping (parks/open space/medians/islands)	N/A	Maintain landscaping improvements located on the exterior portions of the Community, including parks, open space, medians, and islands.	5.1(b)
Irrigation system for entry/features & Community landscaping (including water/electric)	N/A (but sprinkler heads located inside a Unit may be specially assessed to that Unit).	Maintain any irrigation system and pay expenses for water and electricity serving entry features and Community landscaping; the common irrigation system is Common Property. May specially assess costs for sprinkler heads located inside a Unit (and related damage caused by Owner/Occupants).	5.1(c) and the last paragraph of 5.1
Community street signs & streetlights (including electricity)	N/A	Maintain Community Street signs and streetlights, including electricity expenses.	5.1(d)

Private Community streets/roads/parking lots/paths	N/A	Maintain all private Community streets, roads, parking lots, and paths.	5.1(e)
Stormwater ponds & storm drainage serving the Community	N/A	Maintain storm water detention/retention ponds and drainage facilities serving the Community when not maintained by a governmental entity.	5.1(f)
Perimeter walls & retaining walls (if any)	N/A	Maintain perimeter walls and retain walls in the Community, if any.	5.1(g)
Fencing located solely on Common Property	N/A	Maintain fencing located solely on Common Property.	5.1(h)
Fence portions on an Owner's Unit that tie into/connect to the Common Property fence	The owner is responsible (explicitly excluded from Association fence responsibility).	Specifically excluded from Association responsibility.	5.1(h)
Water & sanitary sewer pipes/facilities serving more than one Unit	N/A (Owner maintains lines serving only their Unit, including up to the Unit's meter/sub-meter).	Maintain water and sanitary sewer pipes/facilities serving more than one Unit when not maintained on an ongoing basis by a governmental entity.	5.1(i), 5.2
Recreational facilities (if any)	N/A	Maintain recreational facilities serving the Community, if any.	5.1(j)
Community mailboxes / central mailbox system	N/A	Maintain any community mailboxes or central mailbox system.	5.1(k)
Exterior landscaped portions of Units (limited scope)	The owner maintains landscaping on the Unit except as expressly provided by the Association; other landscaping duties include pruning, watering, etc.	Association is responsible for exterior landscaped portions of Units, limited to mowing and blowing (extent may be further defined by Board rules).	5.4, 5.2
Driveways serving a Unit	Keep driveways of dwellings in good repair.	N/A	5.2
Exterior damage to improvements (painting/pressure washing)	Maintain and repair exterior damage to improvements, including painting and pressure washing as needed, except as expressly provided by the Association.	N/A (unless Board assumes additional maintenance by rule for like-kind Units).	5.2, 5.4
Utilities serving only a Unit (pipes/wires/conductors/apparatus)	Maintain, repair, and replace any pipes, wires, conduits or apparatus serving only the Unit, whether located inside or outside Unit	N/A	5.2

	boundaries; maintain the water line up to the Unit's water meter/sub-meter.		
Maintenance of grading & storm drainage on the Unit	Maintain grading and storm water drainage as originally established on the Unit (notwithstanding local ordinances to the contrary).	N/A	5.2
Owner/Occupant performing work on Common Property	If Owner/Occupant performs maintenance/repair on Common Property that is Association responsibility (including landscaping), it is at Owner/Occupant's expense, and no reimbursement is owed even if accepted.	Not required to reimburse Owner/Occupant for such work.	5.2
Owner failure to maintain (Association "self-help" and chargeback)	Owner pays costs if Association performs maintenance/repair/replacement after notice (or emergency).	Association may provide maintenance/repair/replacement after notice (except emergency), then assess all costs as a specific assessment against Owner and Unit.	5.2 (last paragraph)
Damage to Association-maintained items caused by Owner/Occupant negligence or willful act	The Responsible Owner may be assessed as costs not paid by insurance.	May perform maintenance/repair/replacement and assess costs as a specific assessment when need is caused by a willful or negligent act of Owner/Occupants/guests/invitees.	5.1 (negligence/willful act paragraph)
Party walls / party fences between adjoining Units	Shared equally between adjoining Owners for reasonable repair and maintenance; restoration cost generally split 50/50 subject to negligence/willful-act liability rules.	N/A	5.3

Disclaimer

This Maintenance Responsibility Chart is provided as a general reference to assist Owners and the Association in understanding maintenance obligations within Clark Farm. It is prepared from the recorded Declaration of Protective Covenants, Conditions, Restrictions and Easements for Clark Farm, primarily Article 5 (Maintenance; Common Property). This chart is for convenience and informational purposes only and does not replace, amend, or supersede the governing documents. If any conflict exists between this chart and the Declaration (or other governing documents), the Declaration controls.