

Coopers Walk

Maintenance Responsibility Chart

Component / Area	Responsible Party	Maintenance Responsibility Description	Declaration Section Reference
Common Property (General)	Association	Maintain, keep in good repair, replace and, in the Board's discretion, improve or alter Common Property, including amenities, paved access and parking areas, greenbelts, trees, shrubs, grass, walks, drives and other improvements on Common Property.	Declaration §5.2
Street Frontage Landscaping & Lot Lawn/Ornamental Plantings (if required)	Association	Maintain street frontage landscaping and lawn and ornamental planting maintenance on individual Lots so long as required by applicable zoning conditions.	Declaration §5.2
Water/Sewer Pipes & Stormwater Facilities Serving Only Common Property	Association	Maintain and keep in good repair all water and sewer pipes or stormwater facilities which serve solely the Common Property, to the extent not maintained by public/private/municipal utility companies.	Declaration §5.2
Stormwater Ponds & Community Drainage Facilities	Association	Maintain storm water detention/retention ponds and storm water drainage facilities serving the Community and not maintained by a governmental authority.	Declaration §5.2(a)
Community Signage & Street Lights (if not maintained by authority)	Association	Maintain any signage or street lights serving the Community which are not maintained by any municipal or governmental authority.	Declaration §5.2(b)
Community Mailboxes / Central Mail System	Association	Maintain any community mailboxes or central mailbox system.	Declaration §5.2(c)
Fencing Located Solely on Common Property	Association	Maintain fencing located solely on Common Property, excluding any portions of a fence located on an Owner's Lot that tie into or connect to a fence on Common Property.	Declaration §5.2(d)

Component / Area	Responsible Party	Maintenance Responsibility Description	Declaration Section Reference
Unpaved Trails & Pedestrian Connections to Conservation Areas	Association	Maintain unpaved trails and pedestrian connections to designated conservation areas.	Declaration §5.2(e)
Adjacent Public Rights-of-Way / Non-Association Property (Optional)	Association (at Board discretion)	May maintain adjacent public rights-of-way and other property not owned by the Association if the Board determines it benefits the Community; Board may later cease such maintenance.	Declaration §5.2
Owner-Caused Damage to Common Property / HOA-Maintained Items	Owner (via specific assessment)	If the need for maintenance/repair on Common Property is caused by the willful or negligent act of an Owner/Occupant (or their guests, tenants, invitees), the Association may charge the cost as a specific assessment against the Lot.	Declaration §5.2
Owner Item Needed to Complete HOA Project (Emergency Work)	Owner (cost reimbursed to Association)	If, during HOA maintenance, the Board discovers an Owner-responsibility item must be repaired/replaced to complete the HOA project, the Association may perform the work without prior notice (deemed emergency) at the Owner's expense.	Declaration §5.2
Failure of Owner to Maintain (Self-Help / Chargeback)	Owner (via specific assessment)	After notice (generally 10 days) or in emergencies/re-occurring violations, the Association may perform necessary maintenance/repair/replacement and assess the cost against the Owner and Lot.	Declaration §5.3

Owner Maintenance Responsibilities

Component / Area	Responsible Party	Maintenance Responsibility Description	Declaration Section Reference
Lot, Dwelling & All Improvements Thereon	Owner	Maintain and keep the Lot, dwelling and all improvements thereon in good repair, condition and order, consistent with the Declaration and the Community-Wide Standard.	Declaration §5.1

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Owner Maintenance Conduct	Owner	Perform maintenance in a manner that does not unreasonably disturb other Lot Owners.	Declaration §5.1
Owner Work on Common Property (No Reimbursement)	Owner	Any maintenance/repair performed by an Owner/Occupant on or to Common Property that is the Association's responsibility is at the Owner's sole expense and is not reimbursable, even if accepted by the Association.	Declaration §5.1
Owner-Installed Improvements / Alterations (ARC-Approved or Otherwise)	Owner	Any modifications or improvements made by an Owner shall be maintained, repaired and/or replaced by the Owner (and successors) at their sole expense.	Declaration §6.2
Utilities Serving a Lot (Pipes, Wires, Cables, Conduits, Lines, Flues, Ducts)	Owner	Each Lot has a nonexclusive easement for access and for installation, maintenance, repair, replacement and use of utilities serving the Lot; work must be done with minimum interference and damage repaired by the party causing damage.	Declaration §10.6
Party Walls / Party Fences / Appurtenances Between Two Lots	Adjoining Owners (shared)	Reasonable repair and maintenance costs are shared equally by Owners who make use of the party wall/fence/appurtenance; restoration after casualty shared as provided.	Declaration §5.5

Special Rules / Clarifications (Cost Allocation & Shared Items)

Special Item / Clarification	Responsible Party	Declaration Support / Notes
Party Walls / Party Fences Maintenance	Adjoining Owners (shared)	Shared in equal proportions for reasonable repair/maintenance;

Special Item / Clarification	Responsible Party	Declaration Support / Notes
		restoration cost sharing rules apply. (Declaration §5.5)
Owner Negligence / Willful Acts Causing HOA Expense	Owner (via specific assessment)	Costs of maintenance/repair/replacement caused by Owner/Occupant negligence or willful acts may be charged as a specific assessment. (Declaration §5.2)
Failure to Maintain After Notice / Emergency	Owner (via specific assessment)	Association may perform work after notice (generally 10 days) or immediately in emergencies/re-occurring violations, and assess costs. (Declaration §5.3)
Owner Improvements Must Be Maintained by Owner	Owner	Owner-made modifications/improvements must be maintained/repared/replaced by Owner. (Declaration §6.2)
Association Easement to Access Lots for Required Maintenance	Association	Association has a perpetual easement across Lots as reasonably necessary for required maintenance; damage repaired by Association/contractors. (Declaration §10.8)
Lot-to-Lot Maintenance Easement (5 feet)	Owner performing work	Owners have reciprocal easements to maintain/repair improvements; user is liable for prompt repair of damage. (Declaration §10.9)
Utility Access Across Other Lots (2-day notice; immediate in emergencies)	Owner performing work	Owner must coordinate access; cannot be unreasonably withheld; damage repaired by the party causing damage. (Declaration §10.6)



Special Item / Clarification	Responsible Party	Declaration Support / Notes
Fencing Tie-Ins	Owner (for portions on Lot) / Association (for fence solely on Common Property)	Association maintenance excludes fence portions on Owner's Lot that tie into/connect to Common Property fencing. (Declaration §5.2(d))
Board Authority to Provide for Operation/Care/Upkeep/Maintenance	Board/Association	Board is responsible to provide for operation, care, upkeep, and maintenance of areas that are the maintenance responsibility of the Association. (Bylaws §3.18(c))

Coopers Walk Maintenance Responsibility Chart Disclaimer

This Maintenance Responsibility Chart is provided as a general reference to assist Owners and the Association in understanding maintenance obligations within the Coopers Walk Community. This chart has been prepared based on Article 5 (Maintenance) and related provisions of the recorded Declaration of Protective Covenants, Conditions, Restrictions and Easements for Coopers Walk.

While every effort has been made to ensure accuracy, this document is intended for informational purposes only and does not replace, amend, or supersede the Association's governing documents, including the Declaration, By-Laws, Rules, or any applicable legal requirements.

In the event of any conflict or inconsistency between this chart and the recorded Declaration or other governing documents, the Declaration (and applicable law) shall control. Maintenance responsibilities are primarily addressed in Declaration Sections 5.1 (Owner's Responsibility), 5.2 (Association's Responsibility), 5.3 (Failure to Maintain), and 5.5 (Party Walls and Fencing), and related provisions including Sections 6.2 and 10.6–10.9.