



Somerset at Riverbrook

Maintenance Responsibility Chart

Component / Area	Responsible Party	Responsibility Description	Declaration Reference
Common Property (general)	Association	Maintain and keep in good repair all Common Property and improvements located thereon (the Board sets scope/schedule).	Art. 5 §5.1
Entry features & entry landscaping	Association	Maintain entry features and landscaping, including irrigation and utilities serving them.	Art. 5 §5.1(a), (d)
Community landscaping (exterior portions, parks/open space, medians/islands)	Association	Maintain landscaping on exterior/common areas; may include areas outside Units.	Art. 5 §5.1(c)
Streetlights & Streetlights; electricity for streetlights	Association	Maintain community street signs and street lighting and pay for electricity.	Art. 5 §5.1(e)
Private community streets/roads/paths/parking	Association	Maintain private streets, roads, paths, and parking lots.	Art. 5 §5.1(f)
Stormwater facilities (detention/retention, drainage)	Association	Maintain stormwater ponds and drainage facilities if not maintained by a governmental entity.	Art. 5 §5.1(g)
Perimeter/retaining walls & fencing (Association-owned)	Association	Maintain perimeter walls, retaining walls, and fencing in the Community (if any).	Art. 5 §5.1(h)



Water/sewer pipes or facilities serving >1 Unit	Association	Maintain shared water/sewer facilities not maintained by a governmental entity.	Art. 5 §5.1(i)
Community amenities (pool/cabana) & mail kiosks	Association	Operate and maintain recreational facilities and community mailbox systems.	Art. 5 §5.1(j), (k)
Termite bond (covering Units)	Association	Maintain a termite bond covering the Units.	Art. 5 §5.1(l)
Landscaping on exterior portions of Units	Association	Routine mow/blow/fertilize/weed of sod areas; pine straw/mulch; includes patios/planters/courtyards.	Art. 5 §5.4(a)
Roofs, gutters & downspouts (Units)	Association	Maintain and keep in good repair all roofs, downspouts, and gutters.	Art. 5 §5.4(c)
Driveways, walkways, steps, decks & patios (surfaces)	Association	Maintain surfaces of driveways, walkways, steps, decks/patios (enclosed or not).	Art. 5 §5.4(d)
Exterior building surfaces (excluding hardware & glass)	Association	Maintain exterior building surfaces (excluding hardware & glass; not responsible for waterproofing foundations).	Art. 5 §5.4(e)
Owner Unit (general) – interior & improvements	Owner	Maintain Unit and all structures/improvements; remove litter; comply with codes; maintain pipes/wires/conduits serving only that Unit (inside or outside boundaries).	Art. 5 §5.2
HVAC or similar equipment outside Units	Owner	Maintain exterior HVAC or similar equipment serving only that Unit.	Art. 5 §5.4 (exceptions) (i)

Doors (including storm/screen) & garage doors/hardware	Owner	Maintain doors, frames, hinges, hardware, and garage doors.	Art. 5 §5.4 (exceptions) (ii)
Hose bibs in exterior walls	Owner	Maintain hose bibs contained in exterior walls of a Unit.	Art. 5 §5.4 (exceptions) (iii)
Exterior lighting fixtures for a Unit	Owner	Maintain lighting fixtures outside an entryway or in a garage for that Unit.	Art. 5 §5.4 (exceptions) (iv)
Windows, screens, frames & glass	Owner	Maintain/replace windows, screens, frames, and glass.	Art. 5 §5.4 (exceptions) (v)
Foundations & waterproofing (above/below grade)	Owner	Maintain foundations/footings and any waterproofing.	Art. 5 §5.4 (exceptions) (vi)
Fences installed by Owner; locks on gates serving only one Unit	Owner	Maintain owner-installed fencing and locks on any exterior gates serving only one Unit.	Art. 5 §5.4 (exceptions) (vii), (viii)
Unit-specific pipes/wires/conductors (even outside Unit boundaries)	Owner	Maintain pipes/wires/conduits serving only that Unit, including the water line up to the Unit's sub-meter/meter.	Art. 5 §5.2; §5.4 (exceptions) (ix)
Party walls/fences between Units	Owners of affected Units	Share the cost of reasonable repair/maintenance; restoration after casualty shared equally (subject to negligence rules); arbitration process for disputes.	Art. 5 §5.3
Damage caused by negligence/willful act	Owner (Specific Assessment)	If the Association must repair due to Owner/Occupant negligence or	Art. 5 §5.1 (last ¶)

		willful act, costs may be assessed to that Unit.	
Failure to maintain by Owner; emergency action	Owner (Specific Assessment)	If the Owner fails to maintain it after notice (or in an emergency), the Association may perform work and assess costs as a lien.	Art. 5 §5.2 (last ¶)
Association insurance & repairs after casualty	Association	Carry property/liability on Common Property; may carry blanket on Units (excludes owners' personal property & betterments); manage repair/reconstruction; levy special assessments if proceeds are insufficient.	Art. 8 §8.1–§8.2
Insurance deductible allocation	Owner / Multiple Owners	Deductible allocated to party(ies) who would repair absent insurance; if multiple Units/Common Property are affected, the Board may apportion equitably; per-occurrence cap.	Art. 8 §8.3

****Disclaimer: **** This chart is a summary. See Articles 4–5 (Assessments & Maintenance), Article 8 (Insurance & casualty), and Article 10 (Easements). In any conflict, the recorded Declaration controls.