

A letter to the Homeowners in the Ridge – September 2024

Dear Fellow Homeowners,

This letter is for those that want to better understand the walls and the related problems with our Covenants. It is rather detailed, but the information is truly enlightening, so PLEASE give it a read. It pertains to **some** of OUR covenants, and how they have been MISUNDERSTOOD and NOT FOLLOWED by us, since this Development was built!

My name is Scott Cantrell and I am an original owner in The Ridge. I am sorry to say that after all my years of living here, it has been only in the last six months that I have truly grasped the meaning of our Covenants as they pertain to **Walls and Easements**.

It is easy to understand that it is difficult to engage most any community on issues that people feel have little or no bearing on their everyday lives and I'm guilty as charged. This is the first time I have been involved in anything more than voting obligations, for the past 39 years. Regardless, the importance of revising these covenants, but most of all, **UNDERSTANDING** them, cannot be overstated.

Thankfully, Steve Tassini, a resident and Board member of our community, has worked tirelessly to assess wall damage and then assign responsibility for maintenance and repair to backyard walls. He also exposed the ambiguity of our Declaration of Covenants regarding easements, maintenance, and definitions. That sparked my interest as to why there has been such a misunderstanding of easements and definitions throughout the Development.

Nobody, myself included, has ever "fully" understood them, so I have spent the last few months reviewing and deciphering what the documents actually mean, and hope you will find it of interest.

DID YOU KNOW:

- 1.) **Party Fences**, the **Lot Perimeter Wall**, and the **two (2) foot easement** are the most misunderstood terms in our Covenants. (**Party Fences** are defined as the **two side walls** and **back wall** in a **backyard**. The **Lot Perimeter Wall** is the **LEFT SIDE of your HOUSE**)
- 2.) Unless there is another homeowner on the opposite side of a backyard party wall, the covenants fail to address who is to maintain it. (this is being addressed)
- 3.) The only reason the **lot line** is **not the Lot Perimeter Wall of our home** is because The Town of Jupiter Building Department requested moving the lot line outward two (2) feet because of the **AERIAL ENCROACHMENT** of the **roof overhang – back when the place was being built**.
- 4.) The two **(2) foot easement on the LEFT side of your house** necessitated by this, is for **YOUR LEFT SIDE ADJACENT NEIGHBOR, not for you**.

5.) The original Covenants gave the roof responsibility to the Association.

6.) However in 1989, we amended the covenants to give homeowners the responsibility of roof maintenance, but we NEVER created an easement to do so. TO THIS DAY, there is NO EASEMENT for a homeowner to access the left side of their house. (this is being addressed)

7.) The original colors of these houses were supposed to be permanent, so touch ups and repainting efforts would always just blend in. This is important; Please keep reading...

8.) As it stands in our current covenants, YOU - NOT the walls' owner - have to maintain your neighbors' Lot Perimeter Wall that faces you, looking out your kitchen window. (this is being addressed)

9.) What that means is that none of us that lived here at the time, as well as the ACC and the Board of Directors, understood the existing Covenants when voting to approve multiple colors for our houses. We all (homeowners, ACC and the Board), should have realized there was no legal way for a homeowner to paint their lot perimeter wall. The left side adjacent homeowner was still responsible per the Covenants, but now their painting would involve two different colors. (this is being addressed)

10.) Besides the lot perimeter wall, the two (2) foot easement granted, is for YOU to maintain the Party Wall (Party Fence by definition in current covenants), and the portions of any other grounds, walls or fences residing in that area of your backyard. (that part should stay as is in covenants)

11.) The side Party Walls (Party Fences by definition in current covenants) that FACE YOU in your backyard, have ALWAYS been yours to paint and maintain, **but there is no mention of the backyard wall, unless it was a party wall to another homeowner.** (this is being addressed)

I REALIZE THIS IS A BIT TO PROCESS, but these are the issues in our Covenants that needed addressing!

The following were our objectives for revising the covenants:

1.) An easement needs to be established allowing homeowners to maintain their roof, and lot perimeter wall. Repair, most maintenance, and painting of the lot perimeter wall should be given back to the homeowner since the houses are now different colors and need repainting on occasion.

2.) In large part, due to the **mandatory and exorbitant** costs associated with involving the Association in the repair of an Association shared backyard wall, the **Association needs to be**

removed from any maintenance or repair responsibility, except for pressure cleaning and painting the side facing common area, where it is publicly viewed. The rest of the repair, maintenance, and painting duties must be given to the homeowner of the yard that the inside of the wall forms a part.

3.) We need to give Party "Walls" their own definition, separate from Party Fences.

4.) We need to **include all backyard walls** in the definition of **Party Walls**, when another homeowner **or** Association property is on one side.

5.) We need to give a Party "Fence" its own definition.

6.) We need to give a "Mid Yard Wall" its own definition.

7.) We need to give the Association property Walls, Fences, and Gates, their own definition.

There is a group of us working on revising the covenants. We're all quite different in how we think, the types of walls we have (some with fences, others with back walls, one on a corner lot, etc), and how we explain our thoughts. But we all look forward to accomplishing appropriate changes to the Covenants and then sharing them with you when completed. It has been our objective to get them **approved by all of us** in this Development, so we can finally have covenants we can all understand, without breaking the rules. I remain optimistic that we can make this happen and hope you see the value in these changes – enough so to get a **YES** vote when the time comes.

Sincerely,

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