

# Walls & Covenants Changes

Part 3 of 3

What's Changing and Why?

The Ridge



# What's Changing In the Covenants?

Article I: Definitions – we're addressing the undocumented walls...



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# Proper Definitions Results in...

- No more “ambiguity”
- Solid baseline for setting up proper maintenance
- No more debates about which wall is what! 😊

Define: (verb)

State or describe exactly the nature, scope, or meaning of.

*13. “Lot walls and fence types. Note: All references to a particular side are as seen from the street in front of the lot.”<sup>5</sup>*

- “Association Wall, Fence, or Gate means any wall, fence, or gate in The Ridge development that is on Association property and does not form a part of a homeowner’s house or yard.”<sup>5</sup>*
- “Gated Wall” means the wall and/or fence structure with an attached gate that forms an entrance to the backyard, located between the right side of a single family home and the Lot Perimeter Wall of an adjacent home.<sup>5</sup>*
- “Lot Perimeter Wall” means the left exterior side wall, under the roof overhang of each single family home, which is located approximately two (2) feet inbound of the Zero Lot Line.<sup>5</sup>*
- “Mid Yard Wall” means the occasional retaining wall structure that is built parallel to and in between the back of a house and its backyard Party Wall.<sup>5</sup>*
- “Party Fence” means the rail and picket metal fence, which may contain a gate, spanning the two side Party Walls of a homeowner’s yard.<sup>5</sup>*
- “Party Wall” means any of the two (2) side yard concrete walls or the one (1) back yard concrete wall that is located to help surround an owner’s functional backyard, regardless of the wall’s relation to property lines of Association property or adjoining homeowner property. Note: A Mid Yard Wall is not a Party Wall.<sup>5</sup>*

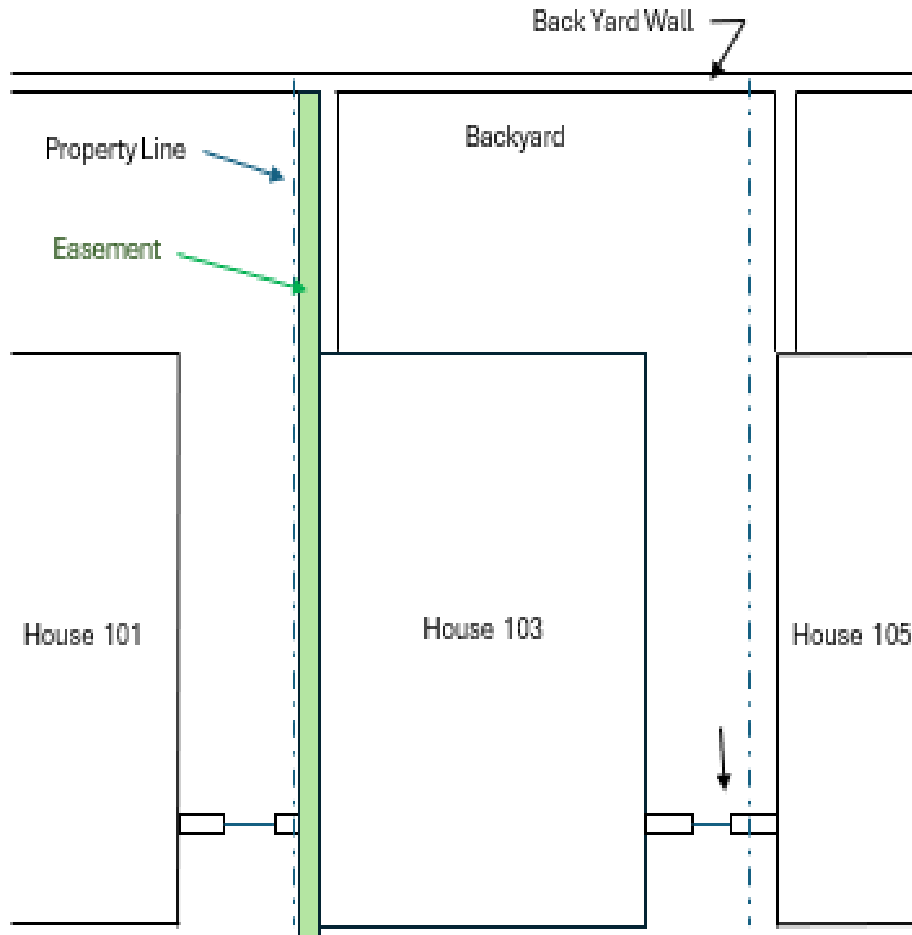
# What Else is Changing In the Covenants?

## Easement to be Clarified:

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# Why the Change to Easements?



Easement area shown in **GREEN**.  
This 2' of land belongs to House 103.

- Yet the current documents...
  - FORBIDS the owner in House 103 from this area.
  - FORBIDS the 103 owner from working on his house wall or roof!
  - Gives the owner of House 101 access and responsibility to repair the house wall!

This all needs to be fixed. The appropriate people need proper access.

From Article V.3:

“The easement area shall be used exclusively by the owner of the lot adjoining the easement area”

“The easement area shall not be used in any manner by the owner of the lot holding the title...”

# Proper Easement Results in...

- Happy Neighbors
- Proper maintenance, repairs and painting
- Better planning
- Better communication



## Article V. EASEMENTS<sup>5</sup>

3. The Association hereby grants to each owner, a two (2) foot side yard easement over the zero lot line of a right side adjacent lot on which a the right adjacent Owner's lot perimeter wall and party wall has been located. Said side yard easement is granted for the purpose of maintaining the grounds in that area as well as the exterior of the lot perimeter wall, party wall, and any other portions of walls or fences adjoining facing the easement area as explained in detail in Article VI Maintenance. The easement area shall not be used by the owner of the lot holding the fee simple title for the easement area except for an occasional house inspection and for maintenance issues as explained in detail in Article VI Maintenance, both which require reasonable notice from the left adjacent Owner.

# What else is Changing In the Covenants?

## Maintenance responsibility gets fixed:

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# What's Changing in the Covenants?

## Yard Wall Maintenance, Repair & Painting Responsibilities



# Why the Change to Maintenance Responsibilities?

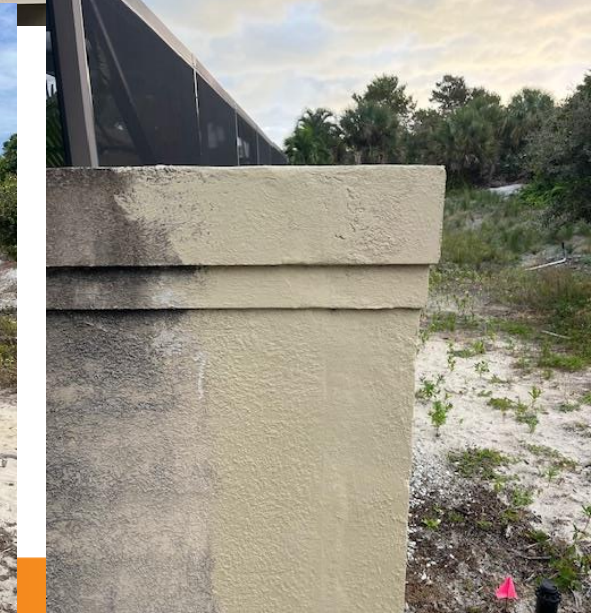
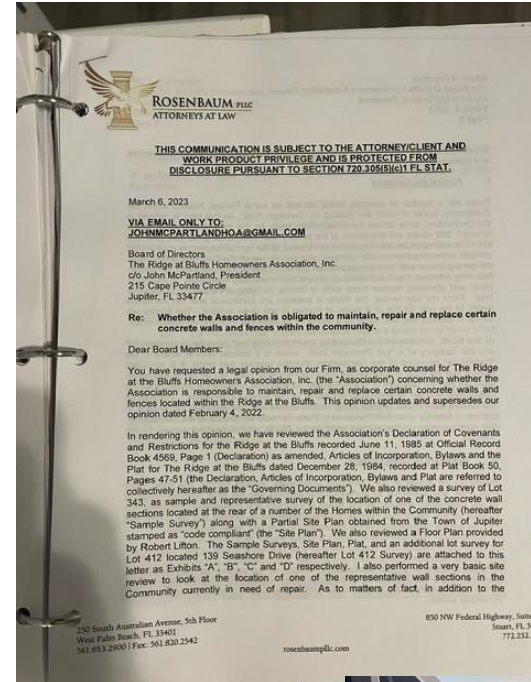
The Documents aren't clear enough. For example:

- Who Paints & Patches the wall I see?
- What if the wall is partially on the Association's property?
- Who's caring for the tops of the walls?
- What about the fences?
- And much much more...



# Why the Change to Maintenance Responsibilities?

- Save Money \$\$\$
- Reduce the attorney's involvement
- Homeowner's manage their yard walls & fences – not the Association. This was the developer's original plan!



# So, what really changes?

No more guesswork. We'll have clarity.

- Homeowner's handle maintenance & repairs
- HOA has minor involvement (but that is now clearly defined)



# So, what really changes?

Our documents will get it right

Example:

- We will call each of these a side Party Wall – not a Party Fence!
- Work to both sides and the top now have clear ownership.
- Painting options are clear – and user friendly!
- The Association is not involved.



# So, what really changes?

Our documents will get it right

Example:

- We will call this a back Party Wall
- The backside has a neighbor, so the wall is private property and shared between owners.
- That means the Association is not involved. The owners have joint responsibility which they control.



# So, what really changes?

Our documents will get it right

Example:

- We also call this a back Party Wall
- The backside is often on Association property, but the HOA obligation will now be for the backside painting only.
- That means the HOA is not involved with maintenance and repair work – even if the wall is partially on Association property.
- Fence maintenance & repair work will now match that of the walls.



# So, what really changes?

Our documents will get it right

Example:

- This is a Lot Perimeter Wall. The amendment eliminates any confusion.
- Access and maintenance responsibilities have been corrected
- The HOA's involvement has been removed from this wall.





# Please – VOTE to update the Covenants!!!

Current Documents =



Revised Documents =



# What now?

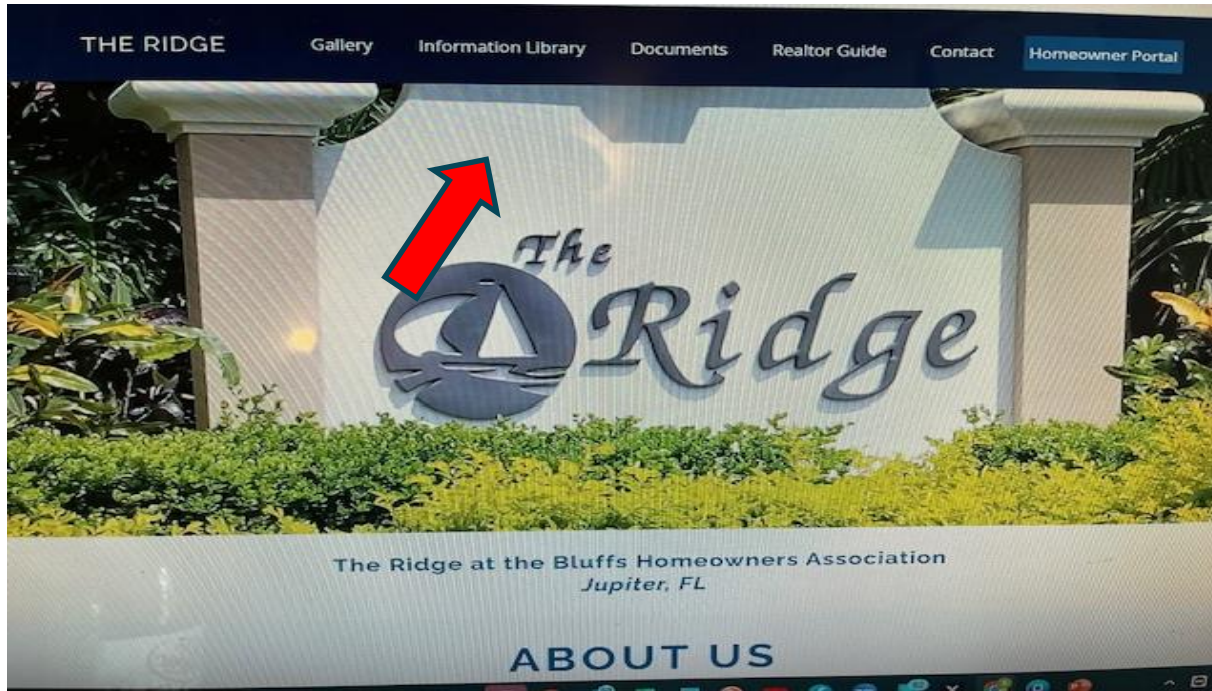
1. While we work to finalize the Voting process...
  - Please also review both Part 1 & Part 2 presentations
  - Attend an Information Session (to be scheduled)
2. Talk to your friends and neighbors.
  - Help each other understand things.
  - Read the Q&A sheet on the Website (Information Library)
3. We're here to help as well so contact us with issues
  - Steve Tassini – [smtassini@icloud.com](mailto:smtassini@icloud.com) 508-326-0031
  - Scott Cantrell – [scoffin123@gmail.com](mailto:scoffin123@gmail.com) 561-234-0544
4. Vote in favor!
  - We need to fix the Covenants on this issue.
  - It'll bring sanity and save money here at The Ridge
  - We need 310 + homeowners to vote YES!



Check out Channel 99 on your TV!

> Arrow down and over to “Wall Amendment”

# Need more info? On our Web Page....



## Documents:

- Walls & Covenants Q&A sheet
- Walls Report: 618 Homes
- Amendment 5 to the Covenants

## Presentations:

- Part 1: Is it Worthy if Your Vote
- Part 2: Leave As Is or Update?
- Part 3: What's Changing and Why

Please vote **YES!** To Amendment 5.



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