



Walls at the Ridge

WORKSHOP #1: WALL FUNDAMENTALS & BASELINE

- WALL TYPE CLARITY
- GOVERNING DOCUMENT INSIGHTS
- IDEAS FOR DOCUMENT CLARIFICATIONS

Our Governing Document on walls: Declaration of Covenants and Restrictions

DECLARATION OF COVENANTS AND RESTRICTIONS FOR

THE RIDGE AT THE BLUFFS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 24TH day of May, 1985, by BURG & DIVOSEA CORPORATION, a Florida corporation, hereinafter called the "DEVELOPER", and by THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereinafter called the "ASSOCIATION".

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property described in Exhibit "A" to this Declaration; and the Developer desires to create thereon a planned community of single-family homes with permanent open spaces, and traffic and recreation areas for the benefit of the community; and

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desires to subject the real property described in Exhibit A to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an entity to which should be delegated and assigned the powers of owning, maintaining and administering the community properties and facilities; administering and enforcing the covenants and restrictions; collecting and disbursing the assessments and charges hereinafter created; and promoting the recreation, convenience, safety and welfare of the residents; and

WHEREAS, Developer has incorporated under the laws of the State of Florida THE RIDGE AT THE BLUFFS HOMEOWNERS ASSOCIATION, INC. as a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Developer hereby declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed and occupied subject to the terms, conditions, covenants, provisions, restrictions, easements, servitudes, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which shall be binding on all persons, their heirs, successors and assigns having any right, title or interest in or to the real property, and shall inure to the benefit of each lot owner.

We have 7 Wall Types to Discuss...



Lot Perimeter Wall

Declaration of Covenants and Restriction for The Ridge at the Bluffs
"Living" Version with Amendments 1,2,3,4
NOT A CERTIFIED COPY

12. "Lot" shall include a parcel of real property as described on the subdivision plat of The Ridge at the Bluffs, zero lot line, a single-family home, also referred to as home, and a membership interest in The Ridge at the Bluffs homeowners Association, Inc.
13. "Lot Perimeter Wall" means the exterior wall of a single-family home, which is located approximately 2 feet from the lot line.
14. "Occupant" shall mean the occupant of a single-family home in The Ridge of the Bluffs, who shall be the owner, the lessee, or the respective guest.
15. "Owner" shall mean the fee simple title holder of any lot, whether one or more persons or entities.
16. "Property" shall mean all of the real estate and personal property subject to this Declaration. The real property is described in exhibit A, attached hereto, and made a part hereof.
17. "The Ridge at the Bluffs" (which is also referred to as The Ridge) is the name given to the planned residential community of single-family homes to be constructed by Developer in the Town of Jupiter, Florida.
18. "Rules and Regulations" shall mean, the rules, regulations, and policies which are attached to and incorporated into this Declaration, and, as may be adapted by the Board from time to time by resolution duly made and carried.
19. "Transfer Date" shall mean the date that the Developer relinquish is the right to appoint a majority of the Directors to the Board of Directors of the Association and conveys legal title to the common area to the Association. The transfer date shall occur 120 days after the Developer has closed the sales of 70% of the 618 lots contemplated by the general plan of development of The Ridge, at the Bluffs, or three years after the development, as close the sale of the first lot in The Ridge, at the Bluffs, or after the Developer Alex to relinquish, it's control of the Association, which ever show first occur.

Article II. GENERAL PLAN OF DEVELOPMENT

1. Developer intends to build 618 single-family homes at The Ridge.
2. If sales response warrants the development, it is the intention of the Developer to develop The Ridge in a single phase. The general plan of development may not be completed in its entirety, but the Developer will complete any single-family home for which a town of Jupiter building permit is obtained. Development shall be commenced within 90 days of the recording of this Declaration in the public records of Palm Beach County, Florida.

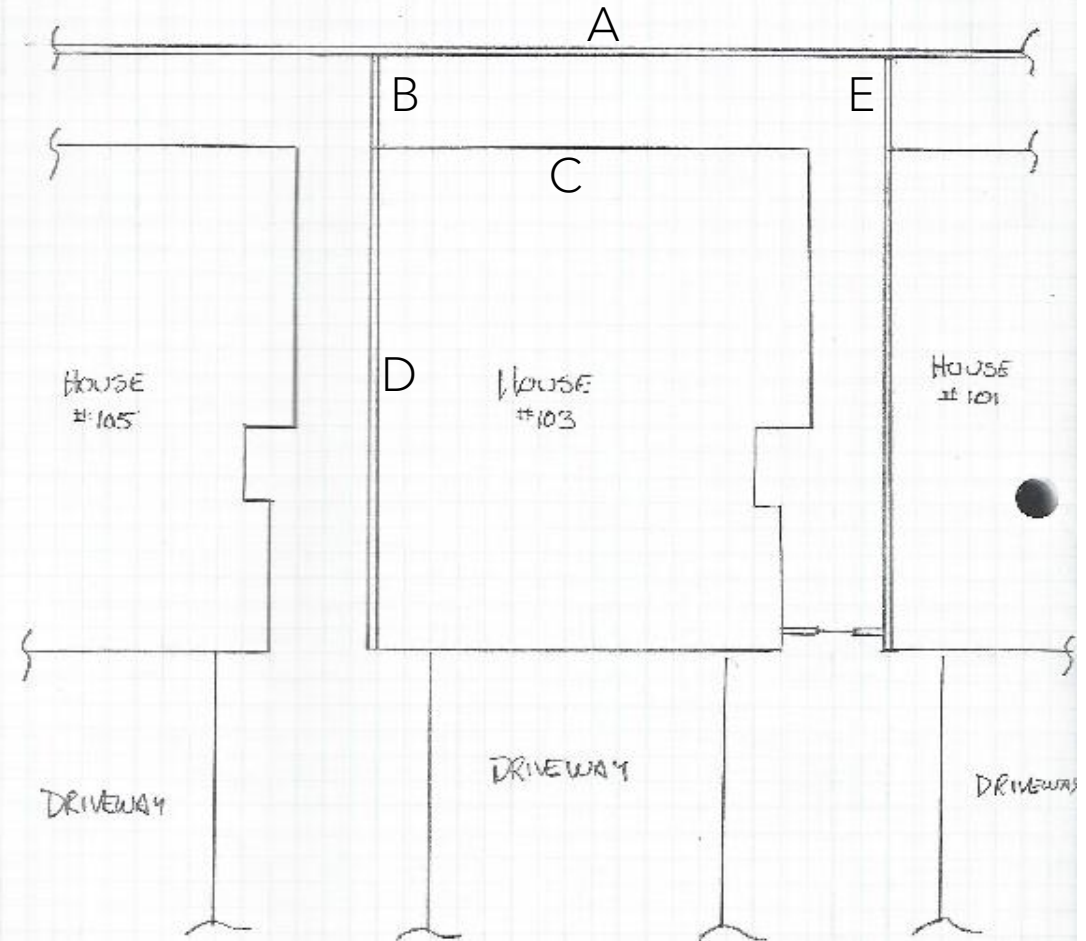
13. "Lot Perimeter Wall" means the exterior wall of a single family home, which is located approximately 2 feet from the lot line.

Simple enough - right?

Lot Perimeter Wall

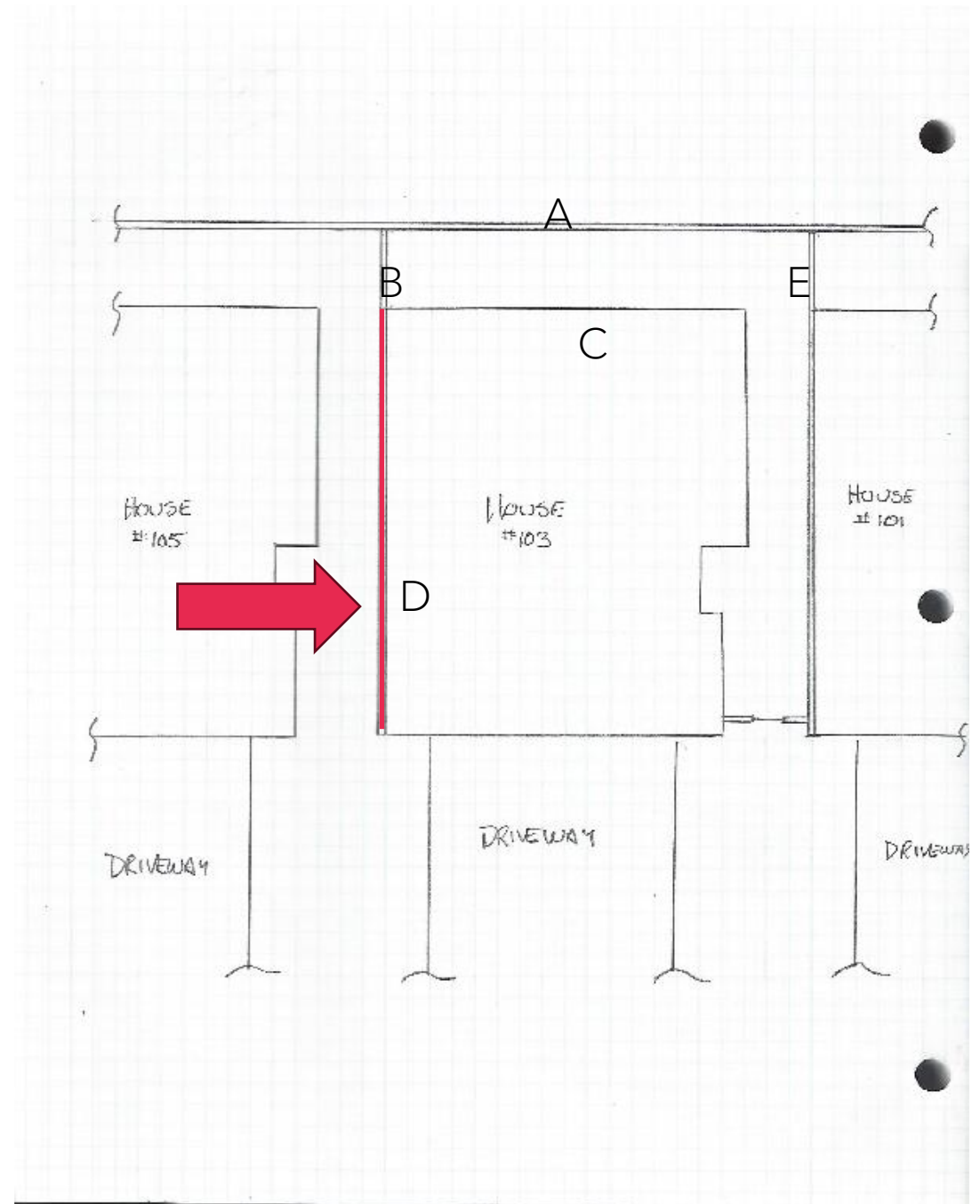
Focus on House 103. Where's the Lot Perimeter Wall?

- A?
- B?
- C?
- D?
- E?



Lot Perimeter Wall

Answer: D. It's the wall of your home typically facing a neighbor that goes from the front BR to the back BR. The long wall with no windows.



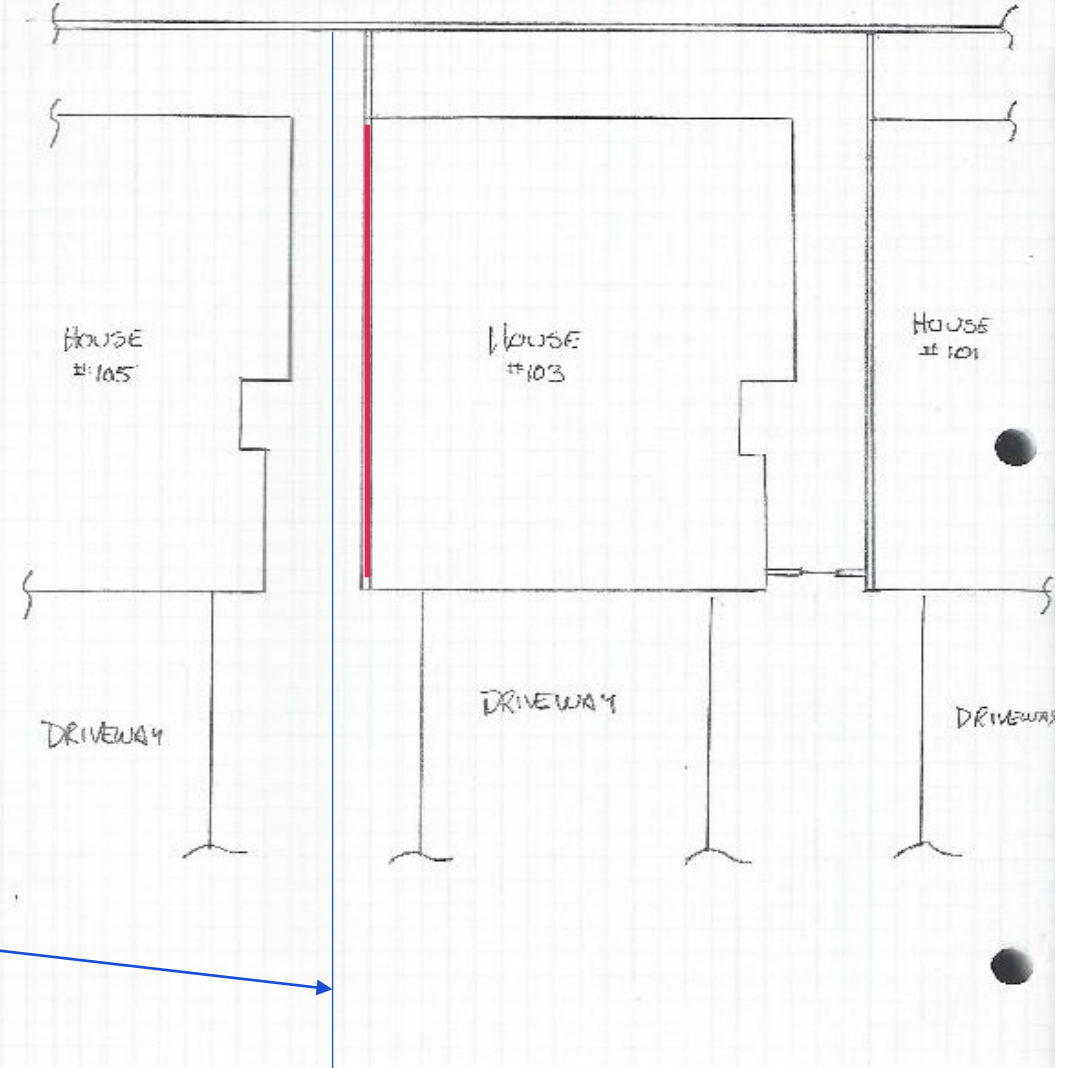
Lot Perimeter Wall

Remember the definition: the exterior wall of a single family home, which is located approx. 2' from the lot line.

Know that our lot line extends 2' left of our home - basically 2' into what appears to be our neighbor's yard?

Why does any of this matter?

Lot Line



Lot Perimeter Wall - The devil is in the details

From Art. VI paragraph 3 of the Covenants:

Maintenance of the lot perimeter wall shall be the obligation of the owner of the lot adjacent to the lot perimeter wall. The adjacent lot owner shall have an easement over that portion of the adjacent lot on which the lot perimeter wall shall be located, as specified herein, in order to maintain and to make superficial repairs to said lot perimeter wall. However, in no event, shall any person make any structural changes to the walls, including, but not limited to, change of paint color, without the express written approval of the Architectural Control Committee. Structural repairs to the lot perimeter wall shall be performed solely by the Association or its assigns....

Let that sink in for a moment.....

At least the wall is defined and there are clear statements on repairs.

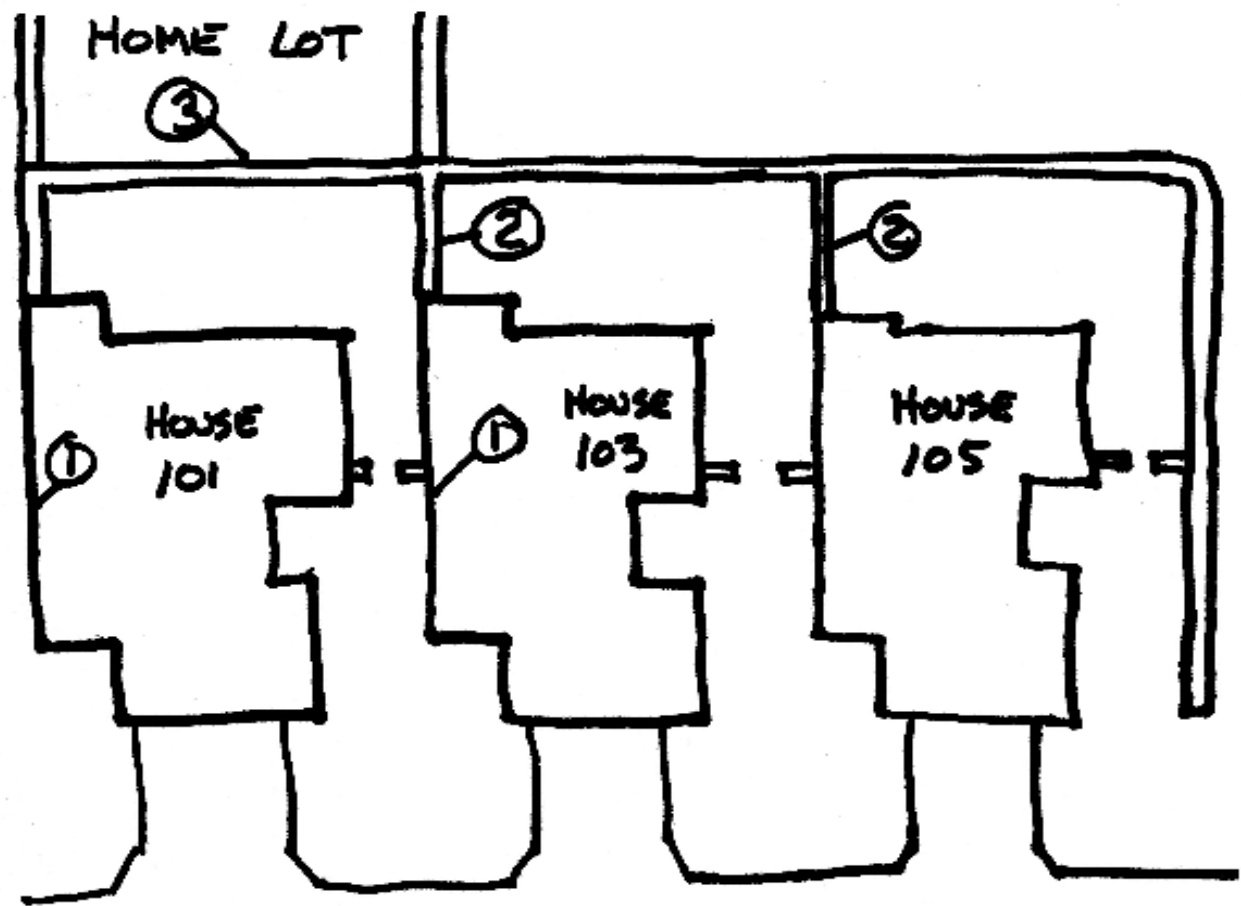
...but there's more to ponder Let's talk Party Fences

From Art. VI paragraph 4 of the Covenants:

"Those walls or fences which are constructed between two adjoining lots and are to be shared by owners of said lots are to be known and are hereby declared as "Party Fences."

Walls 2 and 3 are Party Fences.

BTW - why are they called Party Fences and not Party Walls????? Kind of confusing.



- ① LOT PERIMETER WALL
- ② PARTY 'FENCE' (SIDEWALL)
- ③ PARTY 'FENCE' (BACKWALL)

Party Fences...



Side Party Fence

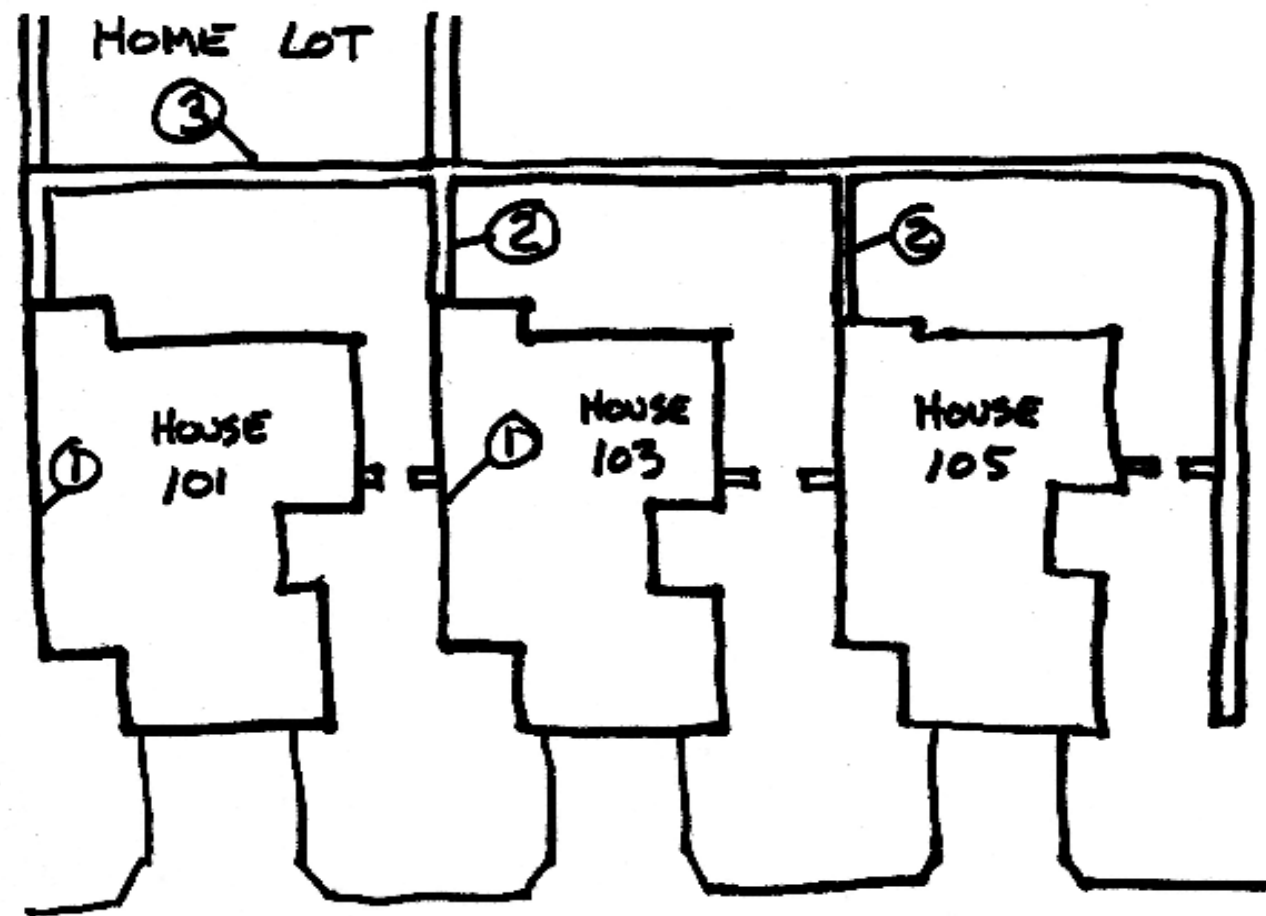


Back Party Fence

More on Party Fences...

From Art. VI paragraph 4 of the Covenants:

- "Party fences shall be the joint maintenance obligation of the owners of the lots bordering the fences."
- "Each owner shall have the right and duty to maintain and to perform superficial repairs to the portion which faces the owner's lot." aka: *If you can see it, you fix it.*
- "In the event of damage or destruction of the Party Fence.... The owners shall at their joint expense, repair and rebuild..."

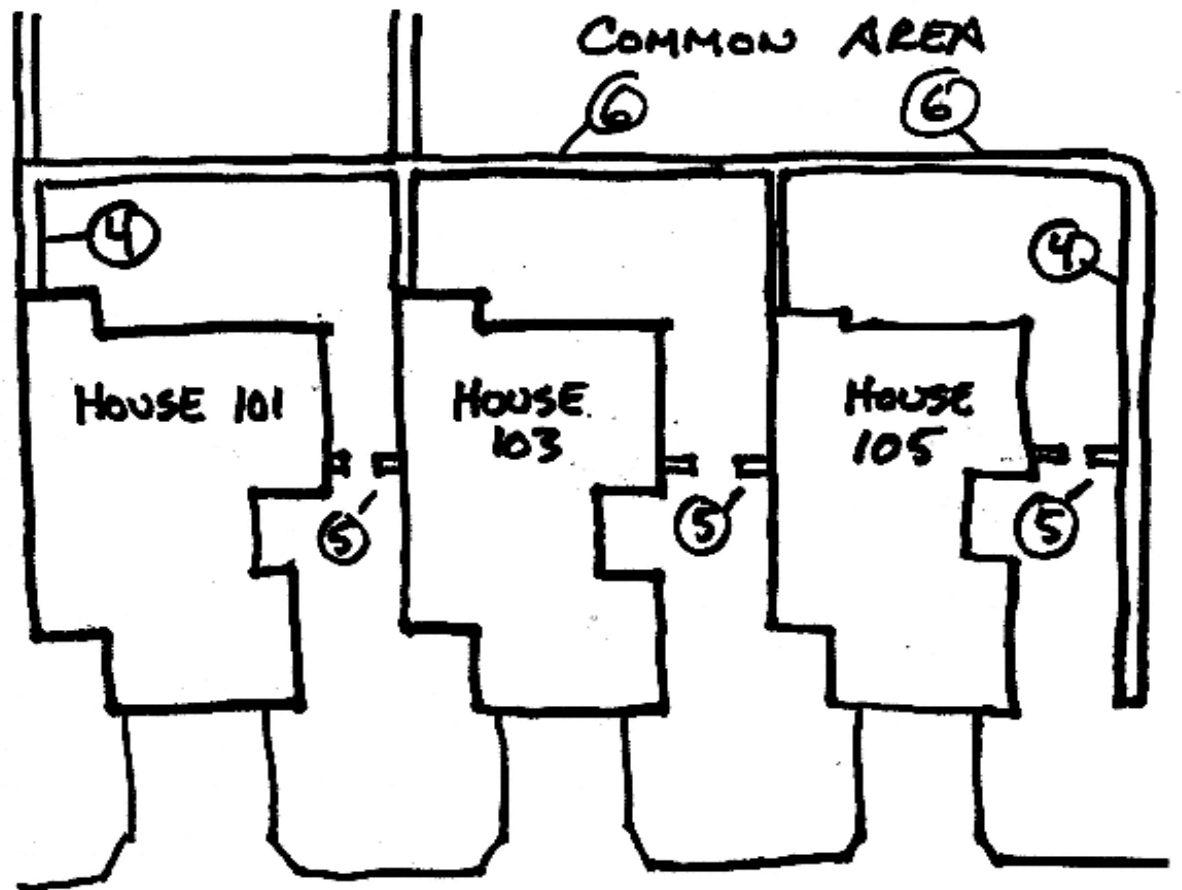


- ① LOT PERIMETER WALL
- ② PARTY 'FENCE' (SIDEWALL)
- ③ PARTY 'FENCE' (BACKWALL)

Party Fences are well defined and have clear statements on repairs.

... but again, there's more! Non-defined walls:

4. End walls (on home lots at ends of streets). Both left end and right end walls are missing from the Covenants.
5. Gated Walls. Mentioned in Art. VI para. 2, but Not defined.
6. Back Common Walls. Not defined. These walls have no homeowner, but rather have Common Area behind them
7. Mid-walls. See slide 14...



- ④ NOT DEFINED (END WALL)
- ⑤ NOT DEFINED (GATED WALL)
- ⑥ NOT DEFINED (BACK COMMON WALL)

Non-Defined Walls...



Ends Wall - Left

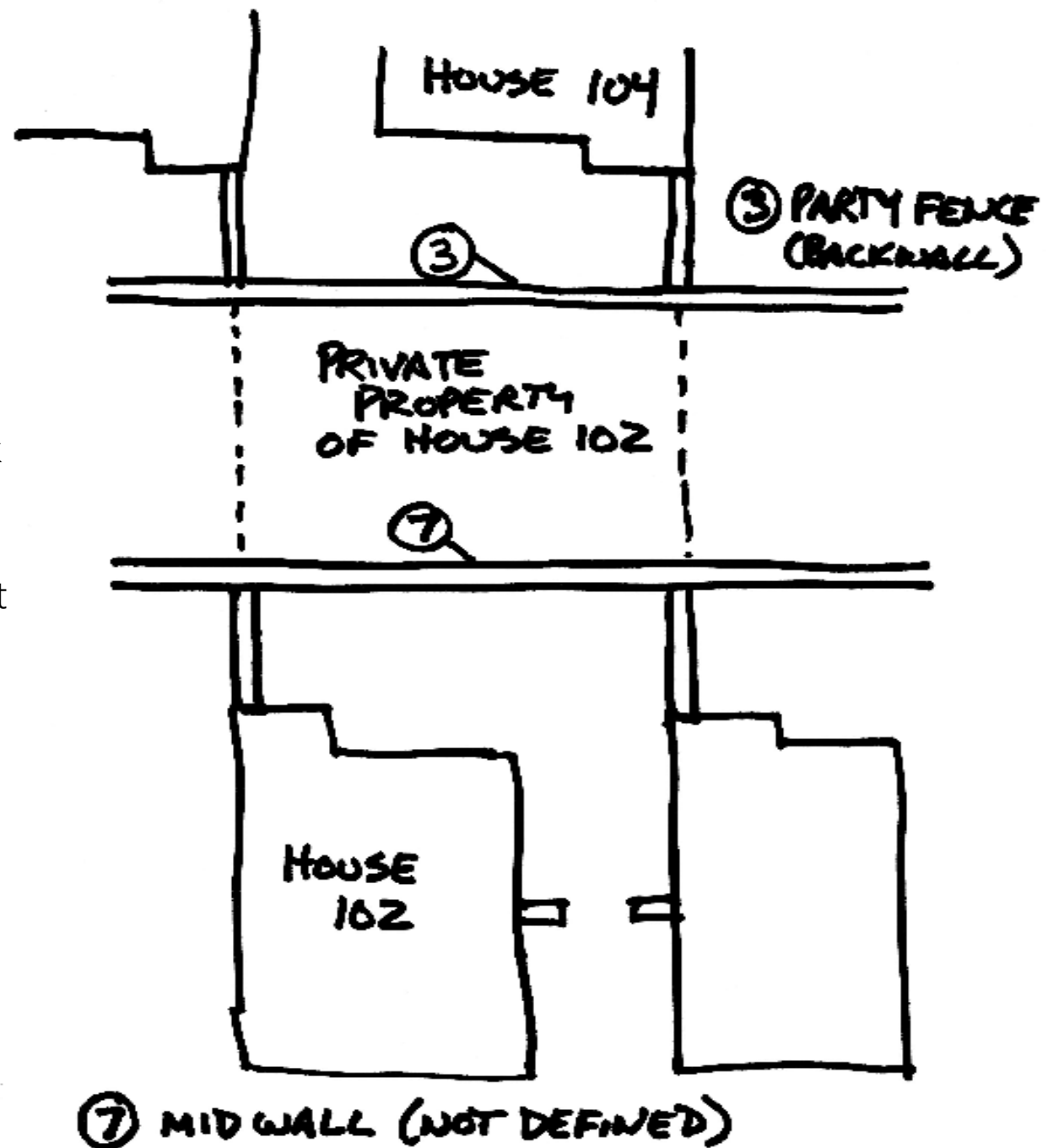
End Wall - Right

Gated Wall

Back Common Wall

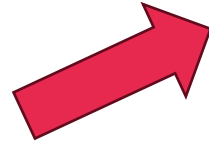
Final Wall Type: Mid-walls

7. Mid-walls. Some homeowners have two back walls. First is the "Mid-wall" - a retaining wall of sorts that is completely on their property. Behind this wall is land deeded to the lot that abuts the back "Party Fence"

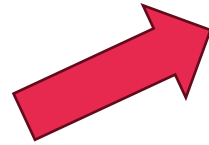


Non-Defined Walls

Back Part Wall



Mid-wall



So let's do something helpful to us all... Update the Covenants to define all the walls!!!

	Wall Type	Defined?
1	Lot Perimeter Wall	Yes
2	Party Fence (side)	Yes
3	Party Fence (back)	Yes
4	End Wall	No
5	Gated Wall	No
6	Back Common Wall	No
7	Mid-wall	No

13. ~~“Lot Perimeter Wall” means the exterior wall of a single-family home, which is located approximately 2 feet from the lot line.~~

Exterior Wall Definitions. All references to a particular side (Right, Left) are as seen from the street in front of the lot.

- a. “House Walls” shall mean the exterior walls that make up the perimeter of all four sides of a single-family home. These walls are all inbound of the outline of the house roof.
- b. **“House Perimeter Wall.”** Means the left-side House Wall that is constructed approximately 2 feet inbound from the owner’s lot line.
- c. Yard Walls shall include:
 - i. **“Side Party Wall”** means the backyard wall attached to an owner’s home that is constructed between two side-adjointing lots. This party wall is to be shared by owners of said adjoining lots.
 - ii. **“Back Party Wall”** means any back wall that abuts to a property owner or owners on the far side of this wall, and is generally perpendicular to the left and the right Side Party Walls;
 - iii. **“End Lot Wall”** means any side yard wall that abuts to common area or preserves whether or not the wall is located on any part of the common area or preserves. These side walls are primarily on end unit lots;
 - iv. **“Gated Wall”** means each gated wall between a single family home and an adjacent house perimeter wall or End Lot Wall.
 - v. **“Back Common Wall”** shall mean the backyard wall that abuts up to common area or preserves and generally perpendicular to one or more Side Party Walls;
 - vi. **“Mid-wall”** means any back yard back wall entirely on an owner’s lot with the property behind said wall being of that owner. Side Party Walls are not Mid-walls.

Winding Down: What we covered....



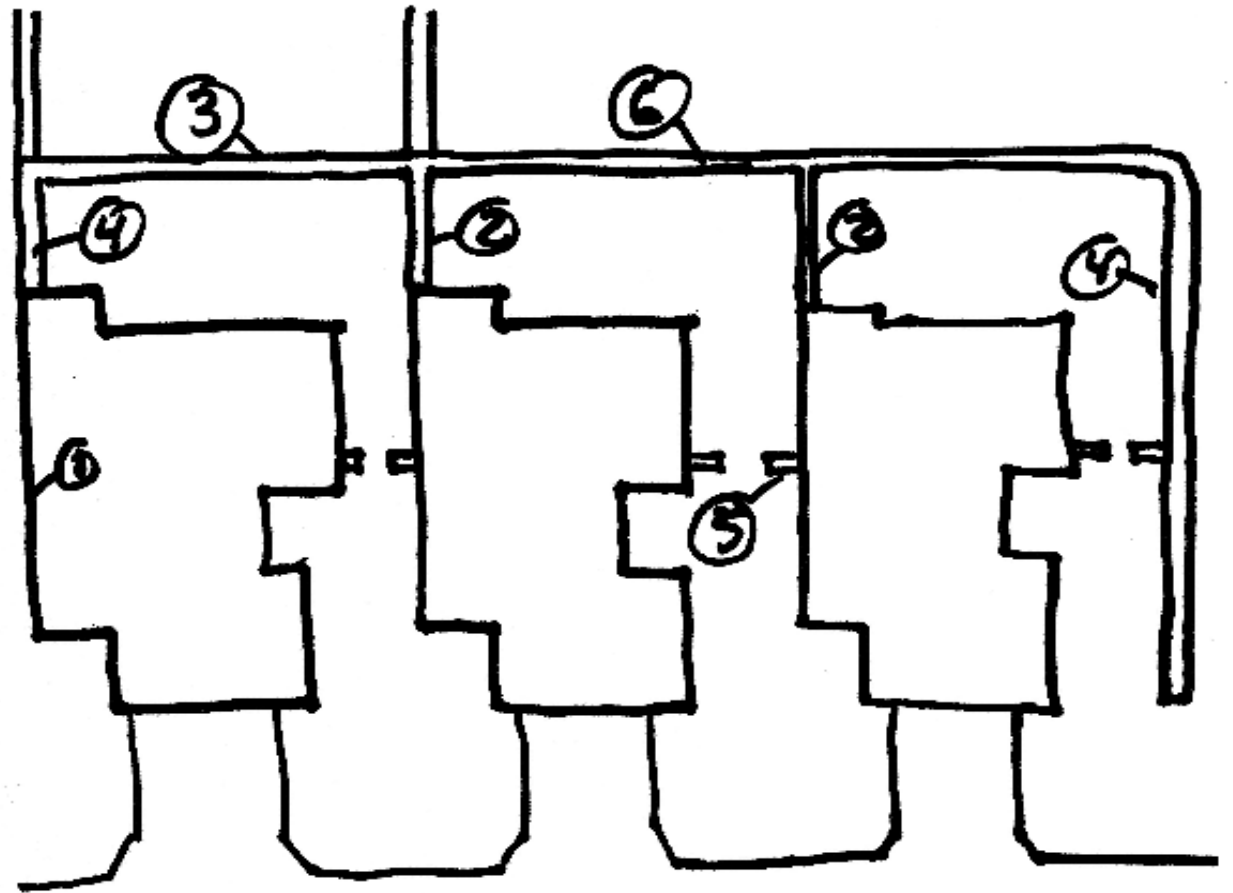
Winding down... What we didn't cover:

1. Results of the recent Walls survey.
2. Maintenance & repair responsibility to yard walls

But we've been working on this and more...

- Planning a workshop in January to help address the wall maintenance issues facing the homeowner's in The Ridge.
- We've created different drafts of Covenant changes to consider – focused largely on repair and maintenance issues from different view points.

Questions, concerns,
ideas....



- ① LOT PERIMETER WALL
- ② SIDE PARTY WALL
- ③ BACK PARTY WALL
- ④ END WALL

- ⑤ GATED WALL
- ⑥ BACK COMMON WALL
- ⑦ MID-WALL (NOT SHOWN)

Workshop #1: Wall Fundamentals & Baseline

The End