

LakeRidge Falls

4200 LakeRidge Blvd.
Sarasota, FL 34243

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Here are the more important stories we had this past and upcoming weeks:

Approaching Association's Vendors – In recent weeks, we noticed an increased number of incidents in which residents approached the Association's vendors, mainly landscaping companies, inquiring if they would consider performing a job on their private residence. While hiring vendors who perform work for the Association is 100% acceptable, and some may say even preferable, it may lead to some unfortunate situations. Here is one hypothetical example.

A resident wishes to perform an ornamental fertilization treatment in her backyard so the shrubs will fully bloom come spring-time. Seeing the Association's landscape pest control company working on her street, she approaches the crew and asks if they can treat her back yard. "After all," she rationales her request to the crew, "you guys are already here and it will take no more than a few minutes." "Of course," she ensures them, "I am more than happy to pay for this service." Here are just a handful of questions that may emphasize the problem with this action, assuming the crew agrees to the request, of course:

- Is the private job being done on the Association's paid time?
- Does it delay the schedule to which the vendor agreed to?
- Who pays for the extra time it takes for the crew to finish the job the Association hired them for?
- Has the job been performed based on a signed contract? If not, is the crew insured to perform the job?
- Who gets paid? The crew or the company that hires them?
- Is the Association liable in case a crew member gets injured?
- Who is responsible for the outcome in case the crew oversprays the area or damages an adjacent property?

While this is truly a hypothetical example, can you see the problems with this scenario? Please understand that pulling aside vendors who work for the Association while they are on-site is unacceptable and should stop without delay. Please also understand that is not to be rude or picky, but simply to protect the Association and its residents from potentially unfavorable outcomes. If you see a vendor on-site working for the Association and feel they can be a good fit for your personal needs, by all means, feel free to contact the vendor. However, it must be done while the vendor is not working for the Association. You should contact the vendor directly by calling or emailing the office. Remember, the shortest route usually ends up being the longest one. Therefore, please follow this simple request and don't approach vendors while they work for the Association. We thank you in advance for your understanding and cooperation on this matter.

Originally Installed Landscape Beds – On a related issue, LakeRidge Falls is considered to be a maintenance-free community as far as landscaping goes. What does it mean? Here is an attempt to explain it.

Article VI, Maintenance and Repair, 6.1 Maintenance of Lots, (a), of the governing documents, states that each homeowner “must maintain his or her Lot, including all structures, landscaping, and other improvements comprising the Lot, in a manner consistent with the Governing Documents, the Community-Wide Standard, and any other applicable covenants, except to the extent that such maintenance responsibility is assigned to or assumed by the Association pursuant to this Declaration or any Supplemental Declaration or additional covenants applicable to such Lot.” Let’s take a closer look at this paragraph.

The Article states that homeowners must maintain their lot based on a Community-Wide Standard unless such maintenance responsibility is assigned to or assumed by the Association. In other words, the homeowner is responsible to maintain the lot, i.e. land and building, based on some standard unless the Association assumes or is being assigned this responsibility. A little bit of dry information, so let’s dig a little bit deeper into the governing documents maybe we will find some oil.

Article VI, Maintenance and Repair, 6.1 Maintenance of Lots, (b), (i), explains that the “Association shall perform, or cause to be performed, the following on Lots: maintenance (including, mowing, fertilizing, watering, pruning, and replacing, and controlling disease and insects), of all lawns and landscaping installed on the Lot as part of the initial construction on the Lots, specifically excluding landscaping within any enclosed area not readily accessible from outside the dwelling and landscaping added by the Owner or occupants of a Lot after issuance of a certificate of occupancy for the dwelling on the Lot...”

What it means is simple. ***The Association was given the responsibility, under this article, to perform maintenance of all lawns and initially installed landscaping***, for example, the landscaping on the front of every single property in the community. Notice that the landscaping added by homeowners or residents is specifically excluded, for example, landscaping added at the back of one’s property after the turnover from the builder to the members. However, this is beside the point. Now, let’s talk about the issue we wish to bring up.

So we now know that the Association is responsible to maintain, among other things, the landscape beds in front of residential homes in the community. Now, what happens if homeowners do not like the look of the landscaping or a specific plant at the front of the house?

Can homeowners simply rearrange the design of a landscape bed, which falls under the maintenance reasonability of the Association, to express their unique individuality or meet their wants and needs?

The answer is... not really.

You see, Article V, Architecture and Landscaping, 5.1, General, of LakeRidge Falls governing documents state that “...no structure or thing shall be placed, erected, or installed upon any Lot, and improvements or other work (including, without limitation, staking, clearing, excavation, grading and other site work, exterior alterations or additions, or planting or removal of landscaping) shall take place within the Community, except in compliance with this Article and the Architectural Guidelines.”

In other words, ***homeowners are required to submit a request and obtain approval from the Architectural Review Board (ARB)***. What does the Architectural Guidelines have to say about this you may wonder? Good question. Article 12, Landscaping, in General, of LakeRidge Falls’ Architectural Guidelines, revision 10, states that the “objective of the landscaping guideline is the maintenance of an orderly and harmonious community. Therefore, absent ARB approval, changes by owners to the design of front yard landscaping as originally installed or as previously approved by the ARB are not permitted.”

A straightforward directive that states homeowners cannot remove, rearrange, add, alter, etc anything on their lot without the approval of the ARB. Harsh, annoying, and unacceptable are the more pleasant adjectives we received through the years when members learn this fact. We will discuss the rationale behind the governing documents in a second, but first, let's talk about a follow-up question some ask:

Can homeowners assume the reasonability of maintaining the landscape which is maintained by the Association?

Unfortunately, no. Article 12 of the Architectural Guidelines also states that “regarding the ability of owners to “opt-out” of Association maintenance of “initially installed landscaping” per Section 6.1 of our Declaration owners may not “opt-out” of Association maintenance of initially installed landscaping.”

Here is why. A few years back, some homeowners were allowed to assume the responsibility of maintaining the landscaping at the front of their homes. After a couple of years, a problem arose. Some of those homeowners were no longer residents of LakeRidge Falls for whatever reason, i.e. passed away, moved to be closer to family, etc. The new homeowners who purchased their properties refused to assume the responsibility of maintaining the landscape. After all, they argued, Article 6.1 states that the association shall perform maintenance of all lawns and landscaping installed on the Lot. To their argument, a significant portion of their Association dues is composed of landscape maintenance. Without going into the legal language and interpretation of the issue, the new homeowners were right. The Association could not have charged them for services it did not provide and/or direct them to maintain the landscaping at the front of the house without providing some sort of recorded documentation showing this responsibility was shifted to them.

You see, the governing documents are a legal and binding agreement between the Association and the members (i.e. homeowners). That is, a homeowner who buys in LakeRidge Falls enters into a legal contract with the Association. This legal contract defines the operation of the community, which helps to protect the common interest of the community. It is similar, for example, to a real estate sale contract. In super simple terms, Party A agrees to sell an asset for some monetary consideration to Party B who agrees to pay this monetary consideration in exchange for the asset. If any party for any reason doesn't follow the signed contract, this party is in breach of the contract. The same goes for LakeRidge Falls governing documents. In easy terms, new homeowners were right, the Association was wrong, and because the Association deviated from the contract.

The end result was that the Association reassumed the responsibility of maintaining these yards. The biggest problem arose, however, when the Association had to restore the design of some of those landscape beds to meet the Community-Wide Standard. For example, one of the homeowners converted her yard into a landscape composed only out of annuals. As one can imagine, annuals don't last forever and therefore require constant care and replacement. The Association can't maintain a yard that is composed of annuals because these need to be replaced every few months. Operation-wise and cost-wise, it will be impossible. Therefore, the Association had no other choice but to restore the original look of the landscape bed based on the Community-Wide Standard while observing the financial burden associated with this work. As one can guess, cheap it was not. Was it right that the vast majority of homeowners had to pay for the personal wants and needs of a few? We all know the answer.

Please don't fall asleep and try to stay with me. I am almost done.

Three things that are very important to remember:

1. ***Binding Agreement*** - The governing documents, or Declaration of Covenants, Conditions, and Restrictions in their full name, are a set of binding documents between the Association and its members. It is a legal agreement that can't be breached. As far as landscape goes, homeowners can't perform any work on their lot without the clear approval of the ARB.

2. **ARB** – The entity that is trusted with the responsibility of ensuring the Community-Wide Standard is kept, besides the Board of Directors, of course, is the ARB. It is important that you understand, therefore, that homeowners requesting landscape and/or exterior architectural changes must apply to the ARB first.
 - a. First, this is the directive all agreed to under the legal contract with the Association.
 - b. Secondly, the ARB preserves the architectural integrity, harmonious design, and aesthetic principles of the community. After all, no one would like to wake up one morning to find out their neighbors placed at their front yard a large statue of a pink elephant that shoots water out of its trunk while playing Johann Sebastian Bach’s Toccata and Fugue in D minor, right? I mean, who does not love pink elephants, but Bach?!
 - c. Finally, it ensures that the Association will not endure unwarranted expenses. You see, some homeowners feel that planting one or two plants in their front is not a big deal. After all, it is only one plant, right? Well, some plants need more sun while others more shade. Some need more water while others need less water. So when new homeowners take ownership of a property where such plants die, or if the plant is invasive, more often than none the Association ends up paying to replace or remove it. Is it right that 399 LakeRidge Falls homeowners, including the new homeowners, pay for someone else’s expression of individualism?
3. **Community-Wide Standard** – The standard is defined in the governing documents as “the standard of conduct, maintenance, or other activity generally prevailing throughout the Community.” As far as landscaping goes, it ensures efficient and just landscape operations. This way, members can know the Association is not providing preferable accommodation to some homeowners while ignoring others. Again, would you be happy if you learn the Association is replacing annuals at your neighbors’ house three times a year while not providing the same to you? “After all,” you will tell yourself, “I am paying for the Association to do this work for my neighbors while I am not getting the same service.” Can you see why the Community-Wide Standard is so important?

Taking all the above into mind, it should not come as a surprise that the Association is required to enforce the governing documents. Enforcement is not done because Person A dislikes Person B. It is not done because someone wants to “punish” someone else. It is not even done because someone decided dictatorship sounds like a cool idea. It is done for the mere reason that the legal binding agreement, i.e. the governing documents, states in 5.7, Enforcement, that any “construction, alteration, or other work done in violation of this Article or the Architectural Guidelines is subject to enforcement action pursuant to Section 8.4.”

If one acted without approval, for example turning a front yard into an annual bed without obtaining approval from the ARB, Article 8.4, Enforcement, (a), (i), states that the “Association, acting through the Board, may impose sanctions for violation of the Governing Documents subject to the notice and hearing procedures set forth in the By-Laws, as applicable. Such sanctions may include, without limitation... requiring an Owner, at its own expense... to remove any structure, item, or improvement on such Owner’s Lot in violation of the Governing Documents and to restore the Lot to its previous condition.” Self-explanatory.

To sum this long, but hopefully not too boring, article up, LakeRidge Falls is responsible under the governing documents to maintain initially installed landscaping. Homeowners can’t “opt-out” of Association maintenance of initially installed landscaping. Changes by homeowners to the design of front yard landscaping as originally installed or as previously approved by the ARB are not permitted. Homeowners who wish to change something at the front yards are required to apply to the ARB first. Finally, homeowners who fail to follow the guidelines, well, enforcement. Not fun, but required. We hope that this information is helpful and more importantly informative. First, thank you for taking the time to read it and secondly for your understanding and assistance on this matter.

Yom Kippur - Due to Yom Kippur, the Jewish Day of Atonement, please note that I will be out of the office on Monday, September 28th. In my absence, please feel free to contact Mrs. Paula Murray for further assistance or need. And as always, if you experience a situation that falls under the scope of responsibility of the Association and which requires our assistance during the time the offices are closed, please call our "Emergency Only" line at 941-951-4034.

For those who celebrate Yom Kippur, I wish you *Gemar Chatimah Tovah* and have an easy and safe fast.

Have a healthy and safe weekend.

Sincerely,

Oded Neeman - CAM

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