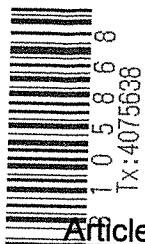


**Walnut Ridge Estates Declaration of Restrictions**

**Amended by approval 1/10/2020\***

**Amended by approval September 2020\*\***



**Article 1:**

THIS DECLARATION, made on this 30th day of September, 2008, by WALNUT RIDGE ESTATES LEAVENWORTH COUNTY HOMEOWNERS ASSOCIATION:

WITNESSETH THAT:

WHEREAS, WALNUT RIDGE ESTATES LEAVENWORTH COUNTY HOMEOWNERS ASSOCIATION, Inc., is the record owner of the fee simple title or reserves the right to restrict in the manner hereinafter provided all of the following described land being and situated in Bonner Springs, County of Leavenworth, State of Kansas, to wit:

Lots 1 (one) through 38 (thirty-eight) in Walnut Ridges Estates, a subdivision of Leavenworth County Kansas, according to the plat thereof, which was duly recorded in the records of the Register of Deeds in Leavenworth County Kansas in Plat book 15 at page 54.

NOW, THEREFORE, in consideration of the premises and to the end that the said WALNUT RIDGE ESTATES LEAVENWORTH COUNTY HOMEOWNERS ASSOCIATION, INC. its successors and assigns and its future grantees, its heirs, successors and assigns and each of them, may be protected and assured that the above-described land will be used for residence purposes only, said WALNUT RIDGE ESTATES LEAVENWORTH COUNTY HOMEOWNERS ASSOCIATION does hereby agree and declare that all of the land above described shall be and the same is hereby restricted as to its use in the manner hereinafter set forth;

**Article 2. DEFINITIONS**

2.1 "HOA" shall mean and refer to WALNUT RIDGE ESTATES LEAVENWORTH COUNTY HOMEOWNERS ASSOCIATION.

\*2.2 "HOA Property" shall mean:

The HOA will govern all common properties deeded to the Walnut Ridge Estates Leavenworth County Homeowners Association by the developer, i.e. the pond, and common areas around the pond as designated on the plat map, as well as the entrance (Walnut Ridge Sign and Rock) and immediate surrounding area, which resides within the privately owned Lot #28. Any changes to the sign or immediate surrounding area will be discussed with the current homeowner of Lot 28 before being made. Maintenance of the rock, sign, and immediate surrounding area will be paid for by the HOA.

2.3 "Lot" shall mean and refer to any separately numbered tract upon the recorded subdivision plat or after a dwelling is built thereon, any portion of such lot or tract upon which there is a dwelling unit.

2.4 " Dwelling " shall mean and refer to any portion of the building situated upon the properties designed and intended for use and occupancy as a residence.

2.5 " Owner " shall mean and refer to the record owner whether one or more persons or entities of the fee simple title to any lot situated upon the properties but shall not mean or refer to the mortgagee unless such mortgagee has acquired title pursuant to foreclosure or any proceeding instead of foreclosure.

\*\*2.6 " Accessory Buildings " are structures such as detached garages, sheds, storage buildings, private studios, boathouses, pool houses, cabanas, other similar residential buildings.

2.7 " Member in Good Standing " shall mean members who have paid their HOA dues and who abide by rules stated herein.

2.8 " Street " shall mean the public streets shown on the plat.

### ARTICLE 3. PERSONS BOUND BY THESE RESTRICTIONS

All owners who now own or shall hereafter acquire any interest in the above enumerated lots hereby restricted shall be taken to hold and agree and covenant with HOA and with its successors and assigns, to conform to and observe the following covenants restrictions thereof for a period of twenty (20) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years. However, a 75% majority of the Members in Good Standing, may at any time execute and record amended Declaration of Restrictions changing said covenants in whole or in part provided, however, that each of said restrictions shall be renewable in the manner hereinafter set forth.

### ARTICLE 4. USE OF LAND

4.1 None of the lots hereby restricted may be improved, used or occupied for any other purpose than private single-family residential purposes. Any owner who purchases an adjacent lot shall not be required to build a residence on said lot.

4.2 All lots, including vacant lots, shall be maintained and mowed at all times and kept free of noxious weeds. Trees shall be free of dead limbs.

### ARTICLE 5. ARCHITECTURE RESTRICTIONS

5.1 The Architectural Committee shall be composed of at least three and no more than seven Association members, who shall serve one-year terms to be renewed each year on or before September 30 of each calendar year. Architectural Committee members will be elected at the same time as HOA Board Members. Neither the member of the committee, nor HOA Board Members shall be entitled to any compensation for services performed pursuant to this covenant, nor may the member have possibility of financial gain from this committee while serving on it.

**\*\*5.2 Attached Garages:**

New Additions including attached garage should match the exterior and roof line of the existing home and must have construction plans and a plot plan filed with the HOA Board. Any plans that fall outside of the following restrictions must be reviewed by the Architectural Committee and approved by the HOA Board. A drawing or picture of the plan as well as dimensions must be submitted to the Committee for their recommendation. The Architectural Committee may itself approve plans that fall within the restrictions.

5.3 Walnut Ridge Estates HOA believes it to be in everyone's best interest to maintain higher property Values by maintaining a measure of uniformity in the neighborhood. Therefore:

Roofing: Roofing materials are restricted to minimum 30-year laminate shingles in the color of "weathered wood."

\*Home Exterior: Exterior walls should be brick, stone, wood siding, plate glass, Masonite stucco or any combinations thereof. Windows, doors and louvers must be glass, wood or colored metal or vinyl. Decks or porches should meet building safety codes and be maintained with stain or paint. Any paint or stain color other than muted neutral colors must be approved by the Architecture Committee. Size restrictions in accordance with the Leavenworth County regulations will apply. No carports are allowed.

\*Exterior Paint: Effective 1/1/2020 exterior paint (house, trim, doors, etc.) colors must be in a muted neutral earth tones and approved by the Architecture Committee before repainting. The HOA Board's approval as required in these covenants shall be by noting "Plans Approved on (date)" on the back of the Front Elevation drawing and upon the Plot Plan.

**\*\*5.4** All driveways shall be constructed of concrete and if replacement is necessary, must be replaced with poured concrete. No asphalt may be use for replacement or repair of driveways except for leveling between street and end of driveway to comply with the county ordinance. All driveway plans much be approved by the architectural committee.

**ARTICLE 6. REQUIRED SIZE OF RESIDENCE**

After the effective date of the Declaration of Restrictions adopted by the HOA, any residence erected on any lot in Walnut Ridge Estates shall contain a minimum of one thousand eight hundred (1800) square feet of enclosed floor area for a single floor residence; a minimum of two thousand one hundred (2100) square feet of enclosed area for a residence of one and one half stories and reverse story and one half; a minimum of two thousand and four hundred (2400) square feet of enclosed living area for a split level or a residence of a two stories.

6.1 The words "enclosed floor area" as used herein shall mean and include all areas on the first and second floors of the residence enclosed, finished, heated and cooled for all year-round occupancy, computed on outside measurements of the residence and shall not mean or include any areas in basement, garages, porches or attics.

## ARTICLE 7. UNFINISHED STRUCTURES

No partially constructed building shall be permitted to stand with its exterior in an unfinished condition longer than eight (8) months after commencement of construction (Partially Constructed Building). In the event of a fire, windstorm, or other damage manmade or natural, no damaged building shall be permitted to remain in a damaged condition without commencement of repairs within six (6) months of the event causing the damage (Damaged Building). The HOA Board may approve an extension of this time frame.

In the event of the failure of the owner and/or builder to comply with these restrictions relating to a Partially Constructed Building, HOA has the option to buy the lot upon which such Partially Constructed Building is located, in which option shall be exercised by written notice in a certified letter to the owner and/or builder. Within ten (10) days from the receipt of such notice said lot shall be conveyed to the HOA for a sum equal to the net original lot sale price (less any commissions, closing and other costs of the original sale) together with the direct cost to the owner and/or builder of any Partially Constructed Building located on said lot. Any costs of litigation or other expenses associated with the enforcement of this provision will be deducted from the proceeds due violators of this provision.

## \*ARTICLE 8. UNSIGHTLY PROJECTION

In compliance with the Telecommunications Act of 1996, any satellite dish mounted to the exterior of the home must be 39 inches (1 meter) in diameter or smaller. Basketball goals should not be affixed to the front of the home. Any projection that is not environment or communication related must be approved through the Architecture Committee.

## ARTICLE 9. LANDSCAPING

All front lawns shall be fully sodded prior to occupancy; this requirement may be postponed until the weather and season permit installation. Seed may be substituted for sod for the land area that extends beyond the rear of the primary structure. Each owner of a residence in Walnut Ridge Estates shall plant, maintain and replace as necessary, at least one tree with a minimum diameter of 2 inches in front yard, within 20 feet of street. Trees already existing in that same space between the residence and the curb may be substituted for the aforementioned tree requirement. Owners shall attempt to preserve and retain the maximum number and amount of natural trees and vegetation to be found on each lot, thus preserving the wooded character of the district. However, any trees or other vegetation that might threaten the foundation or drainage system or might otherwise pose a safety hazard may be removed at the discretion of the builder or owner. All homeowners shall be required to plant and maintain screening for visible utility boxes with appropriate landscaping. Each homeowner shall be required to maintain their yards and garden/flower beds and vacant lots. Lawns shall be maintained and trees free of dead branches.

A Landscaping Committee shall be formed to give recommendations to homeowners and supervising and/or scheduling the work in the common areas and easements of the HOA. The Landscape Committee shall be composed of at least three and no more than seven Association

members in good standing and elected by the HOA at the same time as the HOA Board Members, who shall serve one-year terms to be renewed each year on or before September 30 of each calendar year.

## ARTICLE 10. OUTBUILDINGS

\*\*10.1 All such building must reasonably (i.e. paint, color, trim, shingles) match the exterior of the home. Accessory Building must not be metal or vinyl structures. Accessory Building must follow all county, city, and state building codes in structure and placement on property. Minimum structure size is 120 square feet.

10.2 Any building, (barn, shed, shelter, playhouse) or other detached structures, temporary or permanent, appurtenant to any residence must meet the following restrictions or have the approval of the Architectural Committee. Any plan not within the following restrictions must be reviewed by the Architectural Committee and approved by the HOA Board. A drawing or picture of the plan as well as dimensions must be submitted to the Committee for recommendation.

## ARTICLE 11. FUEL TANKS PROHIBITED

No tank for the storage of fuel may be maintained on any of the lots hereby restricted.

## 12. SWIMMING POOLS

After the effective date of the restrictions adopted by the HOA, no swimming pools may be installed/erected above the surface of the ground. Any in-ground pool must have a fence that meets or exceeds Kansas law at the time of the installation. Homeowner's must carry insurance on pools, and they must meet any county, city, or state safety codes.

## ARTICLE 13. SIGNS

No advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the lots hereby restricted, except that, permission is hereby granted for the temporary erection and maintenance of not more than one (1) sign for each lot or tract advertising such lot or tract to be for sale or temporary garage sale signs. *In accordance with Kansas law, homeowners may place an unrestricted number of political signs in yards during the election season.*

Nothing in this section shall be construed in any way to prevent the HOA to erect signs advertising and naming the subdivision and the houses therein.

## ARTICLE 14 .REPAIRS AND STORAGE OF AUTOS, BOATS AND TRAILERS

14.1 No repair to exceed two-weeks outside garage unit, rebuilding or manufacture, whether for hire or otherwise, of automobiles, trucks, motorcycles of any type, trailers of any type, boats of any type,

airplanes of any type, camping or recreational units of any type, and including any other wheeled and/or motorized equipment, or devices and/or appliances of any type, no repair shall be performed or occur on any of the lots hereby restricted, or on any streets within the Walnut Ridge Estates subdivision except that such repairs or acts on a non-commercial basis and not for hire may be conducted entirely within any enclosed garage/structure built on said premises if not otherwise prohibited under other provisions of these restrictions. The aforementioned vehicles and/or equipment may not be stored on any of the lots hereby restricted shall be permitted entirely within the confines of any building on any lot hereby restricted if not otherwise prohibited under other provisions of these restrictions. Nothing in this section, however, shall be so construed as to prohibit the regular parking on non-commercial passenger vehicles or company vehicles in running condition and in a reasonable state of repair and preservation as determined at the discretion of the HOA, on any lots subject to these restrictions.

14.2 No equipment or materials may be stored outside of any enclosed building except single items kept by the occupants for ordinary household or yard use, or as temporarily needed for new buildings or home repair.

14.3 No racing of engines or squealing of tires.

14.4 No owner, tenant or occupant of any lot shall park, store, leave, keep or permit to be parked any truck with a gross weight in excess of one ton load capacity, trailer boat, bus, camper or other recreational vehicle upon or adjacent to any lot, except for the time needed to make deliveries, to load and unload; or such time as may be incidental to the repair, construction or alteration of the improvements upon any lot. This restriction shall not apply to passenger vehicles.

14.5 Visiting RV shall be allowed to be parked in the driveway or adjacent to the residence for a period of two (2) weeks. After two (2) weeks, written consent from the HOA is required.

## ARTICLE 15. FENCES

After the effective date of the restrictions adopted by the HOA, no wire or chain link fences of any type shall be erected, except the back-property lines that are adjacent to farmer's fields. In these cases, chain link may be only erected parallel to the barbed wire fence already in place. No fence shall exceed six (6) feet in height from the average ground surface that it is installed upon. Fences should be maintained and may not extend past the front end of the house. Fencing plans and material shall be submitted in writing with appropriate sketches or drawings to the Architectural Committee for approval prior to installation. Wire fences from adjoining non-HOA properties may not be removed without the permission of the property owner.

## ARTICLE 16. ANIMAL RESTRICTIONS

16.1 Dogs shall be confined to the lot of the owner(s) thereof. All dogs must be on a leash or accompanied by owner at all times. Any damage to property by an unleashed or unaccompanied animal will be the responsibility of the owner(s). Dog owners shall be responsible for removal of animal waste on any property other than their own, including common ground. A barking dog may be

considered an annoyance to neighbors; therefore, dog owner(s) shall remain conscience of these possible annoyances. For any annoyance that continues, homeowners may submit in writing, a formal complaint to the HOA board.

16.2 No animals, livestock or poultry or pot-bellied pigs of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

16.3 The number of animals set forth by the Leavenworth County regulations (*three at this time*) shall be adhered to.

## ARTICLE 17. HOMEOWNERS ASSOCIATION

17.1 The Homeowners Association shall have the power to assess annual dues or special assessments to be used to conduct the business of the Homeowners Association. Annual dues shall be due and payable beginning September 30, 2008 and every year thereafter on September 30<sup>th</sup>. The amount of the annual dues upon each lot shall be determined by not less than 75% of the owner(s), one vote per lot, in good standing attending a public meeting or voting by proxy. Dues may not be raised more than 50% each year and increases must be approved by the HOA. Each member agrees to pay the annual dues within thirty (30) days after September 30<sup>th</sup>. Members failing to pay said dues by November 30<sup>th</sup>, will be assessed a 10% late fee per month on dues assessed, thereafter until member pays in full. Members acknowledge and agree that the HOA may place a lien on the real property in question to the full extent of unpaid dues, interest and penalties to be collected at the closing of purchase of any lot in the subdivision. If financial hardship is established, the HOA Board may waive the late fee.

## ARTICLE 18. RESOLUTION OF COMPLAINT AND VIOLATIONS

It is the intent of the Board of Directors to:

1. Achieve compliance with the rules, policies and procedures
2. Promote unity and harmony within the community
3. Maintain the appearance and value of our property
4. Maintain cohesive community relationships in a manner that is fair and equitable for all residents

### 18.1 Violations, Complaints and Notification

- a) A suspected rules violation, nuisance complaint, or safety issue may be identified by the Board of Directors, an appropriate committee, and may be brought to the Board's attention by any member of the HOA and must be filed in writing. Upon receipt of a written complaint, the committee or Board will examine the condition and will make an initial determination of whether a violation exists.
- b) If it is determined that a violation does exist, the property owner will be notified in writing within ten (10) days. First Class Mail and electronic mail, if available, will be the means by which the written notification will be sent to the owner(s). The notification will state the rule that has been violated, a description of the violation,

## 18.2 Right to Appeal:

The homeowner has the right to appeal a ruling by the HOA Board. Homeowners may overturn a ruling through a 75% approval of all members in good standing of the HOA at a meeting by ballot or proxy. A request for an HOA meeting must be made in writing either by letter or e-mail.

## ARTICLE 19. ADDITION OF OTHER LAND

The HOA, with 75% approval, hereby reserves the right to make additional property subject to these Restrictions as HOA may, from time to time, in its sole discretion deem fit.

## ARTICLE 20. RIGHT TO ENFORCE

The restrictions set forth herein shall run with the land and bind the undersigned, their successors and all assigns and all parties claiming, by through and under them shall be taken to hold, agree and covenant with the owner(s) of the other lots hereby restricted, and with their successors and assigns and with each of them, to conform to and observe said restrictions, as to the use of the lots and construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons except in respect of breaches committed during his/her possession of title to said land and the owner(s) of said lots hereby restricted shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent breach of or to enforce the observance of the restrictions above set forth, in addition to ordinary legal actions for damages, and the failure of the owner(s) of the lots hereby restricted to enforcement of any of the restrictions herein set forth at the time of its violation shall in no event be deemed a waiver of the right to do so thereafter. HOA shall have the right to request the installation, removal or correction of any violation of or deficiency of any of the above stated restrictions and covenants, and further cause to be placed a lien for the full costs of any such action upon the property involved in a violation of these restrictions. The prevailing party in any legal action to enforce these restrictions may in addition to any other recovery or order, seek to recover the cost of attorney fees incurred in such action.

## ARTICLE 21. RIGHT TO MODIFY OR AMEND

HOA reserves the right to amend or modify these declarations only if such amendment or modification is approved by 75% or more of the members in good standing of the HOA and such amendment or modification shall be effective on recording of such in the office of Register of Deeds for Leavenworth County, Kansas.



Stephanie Oehlert  
Stephanie Oehlert, President

State of Kansas            )  
County of Leavenworth    )

Dated this 9<sup>th</sup> day of November, 2021 appeared Stephanie Oehlert,  
president of Walnut Ridge Estates Home Owners Association.

Paula L. Eveland  
Notary Public

