

# TRV HOA

## A Quick Guide



**To the Covenants, Conditions, and Restrictions  
Of the Timber Ridge Villas Homes Association**

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# INTRODUCTION

This index is a quick guide to the governing documents (CCR's) and guidelines and has been approved by the Home Owners Association (HOA) Board of Directors. Additional information is provided in the original Timber Ridge Villas source documents as identified on the website (<https://timberridgevillas.com/trv-documents/>) referenced and itemized as follows:

1. Declaration of Restrictions (2008) - **DOR**
2. Homes Association Declaration (2010) - **HAD**
3. Articles of Incorporation (2012) - **AOI**
4. Statement of Unanimous Consent (2012) - **SOC**
5. Bylaws (2012) - **BYL**
6. Amendment to Declaration of Restrictions (February 2014) - **A14**
7. Amendment to Declaration of Restrictions (2016) - **A16**
8. Amendment to Declaration of Restrictions (2017) - **A17**
9. Amendment to Declaration of Restrictions (2019) - **A19**
10. Amendment to Homes Association Declaration (2023) - **A23**
11. Amendment to Homes Association Declaration (2026) - **A26**

These documents, currently in effect, were written by the Developers in 2008, 2010, and 2012 before the formation of our current board, but they are binding upon the board and all lots today. (**DOR 17**)

These documents are in place in order to retain the integrity of the community. As such, homeowners are required to maintain the land and structure in a neat, clean and orderly fashion. This includes repair,

watering, maintaining tree and bush trimming so they do not get in the way of sidewalks, mowers, walkways, etc. (DOR 10.b)

All homeowners, tenants, invitees and guests of our community are required to follow these rules, regulations and guidelines. Any covenant, condition, or restriction may be amended by a 2/3 majority vote of the members. (BYL XVI)

The HOA was formed to create and maintain a residential neighborhood and a homes association for the purpose of enhancing and protecting the value, desirability, attractiveness and maintenance of the property within the subdivision. All lots are subjected to the covenants, charges, assessments and easements set forth. (HAD)

The business of the Home Owners Association (HOA) will be managed by a board of directors. (AOI VII)



# COVENANTS, CONDITIONS, RESTRICTIONS

## EXTERIORS

- No exterior change may be made to your home or landscaping without Architectural Committee approval. (DOR 6.b)
- Exterior change requests must be made via the AC approval request form. Owners will receive a response within 35 days of the request. (DOR 15.c)
- Exteriors must be repainted by the Owner every five years or less, as needed. Any exterior color change must be approved in advance by the Architectural Committee. (DOR 10.b)
- Exteriors must be repainted by the Owner within 6 months if notified by the Architectural Committee to do so. (A16 B)
- Fencing along the perimeter of any lot is not allowed. (DOR 9.b)



- Fencing and privacy screens must be approved by the Architectural Committee. (DOR 9.b)
- Limited fencing may be approved of the Architectural Committee (DOR 9.b):
  - Wrought iron only
  - No more than 15 feet from the back wall of the house
  - May not exceed 4 feet in height
  - May not extend beyond the sides of the house
  - May not enclose more than 150 square feet
- Small satellite dishes (maximum 18 inches) may be installed with the approval of the Architectural Committee. (DOR 10.g)
- Solar panels may be installed with the approval of the Architectural Committee. (A26)
- Exterior structures (DOR 1.i) are not allowed in any yard. (DOR 10.g, 10.n)
- All exterior doors must be made of wood, glass, metal, or fiberglass. (DOR 3.a)

- No windows or exterior doors may be silver or any other bright finish. (DOR 3.a)
- All exterior basement foundations must be painted the same color as the residence; no more than 12 inches of exposed concrete can remain unpainted. (DOR 3.b)
- Exterior Structure means, without limitation, any deck, gazebo, greenhouse, doghouse, outbuilding, boundary wall, bridge, dock, patio enclosure, sport court, tennis court, paddle tennis court, swimming pool, hot tub, pond, basketball goal, flagpole, antennae, swingset, jungle gym, trampoline, sand box, playhouse, treehouse, batting cage, or other recreational or play structure, and all exterior sculptures, statuary, fountains, and similar yard decor. (DOR 1.i)
- See also "*Holidays*" and "*Lawns, Landscaping, & Gardening*".

## TRASH & RECYCLING

- Trash cans must be stored out of public view when not out for collection (after sundown the day before or the day of collection). Paper yard waste bags are allowed on the side of the house waiting for trash collection. (DOR 10.r)



### **DID YOU KNOW?**

*The TRV HOA provides trash & recycling collection services as part of your dues. Currently, TRV's service provider is KC Disposal and includes:*

- *Weekly trash and recycling collection on Mondays--up to 65-gallons each*
- *Weekly yard waste collection on Mondays--up to 10 standard 30-gallon yard waste bags*
- *One bulky item per month, collected on the last Monday of each month--some restrictions apply*
- *Neighborhood representative: Chris Clements (zoxil@yahoo.com)*

## **STORAGE**

- Attached or detached sheds or barns, detached garages or other storage facilities cannot be built upon, moved onto or maintained upon any Lot. (DOR 10.n)
- No storage is permitted under a deck or beside a house. (DOR 10.n)
- No outside fuel storage tanks of any kind shall be permitted (except standard propane tanks for outdoor grills). (DOR 10.o)

## **OCCUPANCY**

- The lots are to be used for single family residential purposes (e.g. no day care). A home business is allowed so long as the residential character is maintained. (DOR 10.a)
- Transient or hotel purposes are not allowed. (DOR 10.t)

## **LAWNS, LANDSCAPING, & GARDENING**

- Artificial flowers, trees or other vegetation is not permitted on the exterior of any residence or in the yard. (DOR 10.h)
- Decorative objects such as sculptures, birdbaths, fountains, and yard art are allowed with the approval of the Architectural Committee. (DOR 10.h)
- Each Owner shall properly water, maintain and replace all trees and landscaping and keep the land in good condition at all times. (DOR 12)
- Only Fescue turf products may be planted. Sodding and seeding are permitted. (A16 D)
- Each Owner must use their sprinkler system as necessary without runoff. (DOR 12)



- No vegetable gardens shall be located outside of a fenced patio area. (DOR 12)
- All tree removal is at the sole expense of the Owner. (DOR 6.e)



### **DID YOU KNOW?**

*The TRV HOA provides lawn maintenance services as part of your dues. Currently, TRV's service provider is 4T Total Lawn and includes:*

- *Weekly seasonal mow, trim, and blow*
- *Six lawn applications per year*
- *Spring and fall leaf clean-up*
- *Bi-annual opt-in irrigation services are available at an additional cost*
- *Neighborhood representative: Chris Clements (zoxil@yahoo.com)*

*Note: Homeowners are responsible for the maintenance of their own landscaping, trees, and irrigation systems*

## **GARAGES**

- Garage doors must remain closed unless open for ingress or egress. (DOR 10.s)
- Garage sales are only allowed with prior written consent of the HOA. (DOR 10.j)
- No carports are permitted. (DOR 3.g)
- See also "*Vehicles & Parking*" and "*Signage*".

## **HOLIDAYS**

- Except for holiday lights, all exterior lighting shall be white or clear. Holiday lights are only permitted between November 15 and January 31. (DOR 10.i)
- See also "*Vehicles & Parking*".



## **SIGNAGE**

- One sign not more than three feet high or three feet wide may be maintained offering the residence for sale. (DOR 10.p.i)
- One garage sale sign not more than three feet high or three feet wide is permitted on the Lot when an approved garage sale is being held. The sign can be displayed for no more than two hours before the start of the sale and must be removed within two hours after the close of the sale. (DOR.10p.ii)
- Political yard signs less than six square feet are allowed 45 days prior and two days after an election. Only one sign per candidate or issue is allowed. Signs must be removed on mowing day. (DOR 10.p.iii, A26)
- Signs are not allowed in the Common Areas without the approval of the Architectural Committee. (DOR 10.q)

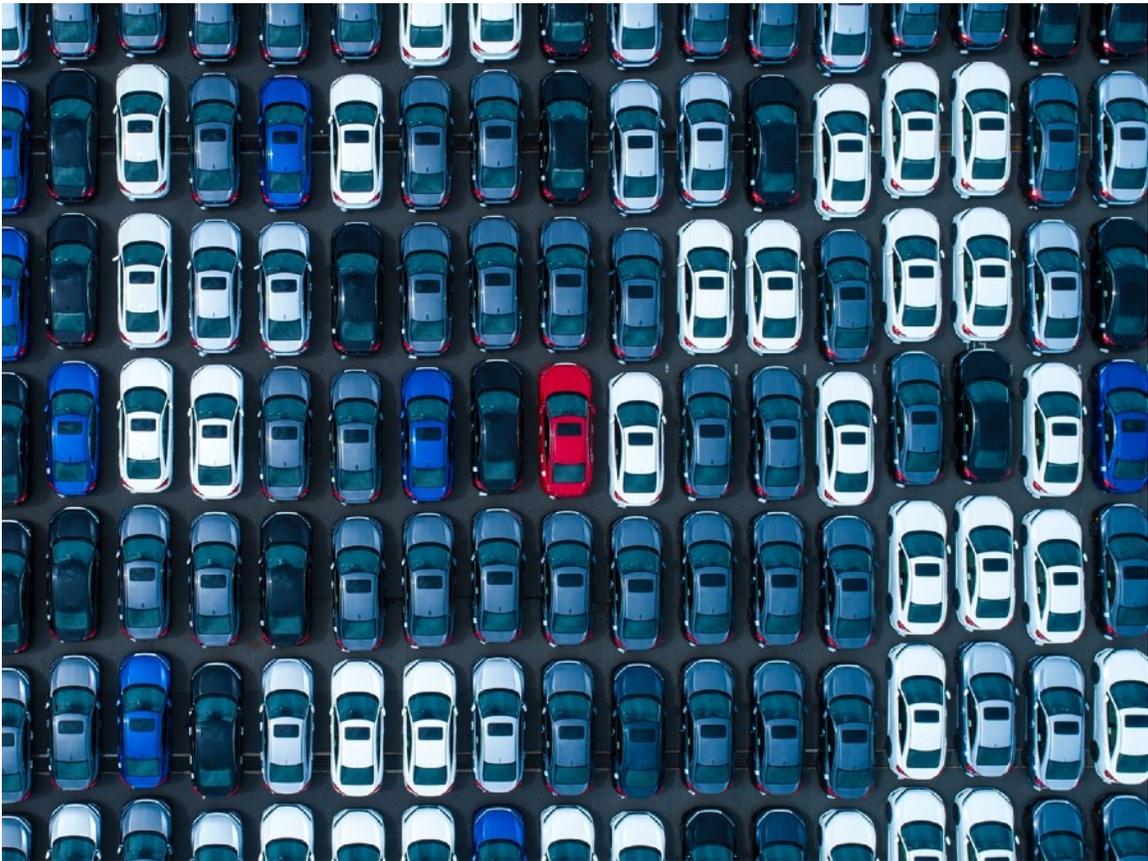
## **COMMON AREAS**

- Common Areas are for the use, benefit and enjoyment of all owners within the Subdivision. (DOR 1.f)
- “Common Areas” means the Green Areas, walking trails, landscapes, parking areas, entrances, monuments, berms, and other similar ornamental areas and related utilities, lights, sprinkler systems and landscaping constructed or installed by or for the Homes Association. (DOR 1.f)

## **VEHICLES & PARKING**

- Inoperative vehicles are only permitted in an enclosed garage. (DOR 10.c)
- Parking overnight only in garage or driveway except for the night of or preceding: Easter Sunday, Independence Day, Thanksgiving, Christmas, New Year’s Day, or the Super Bowl. Driveway and

garage spaces must be used first and these nights don't apply if snow/ice is present. (DOR 10.d, A16, and A19)



- Commercial trucks are only allowed when loading and unloading. RV, tractor haulers, tow trucks, open flat bed trailers, passenger hauling vans must be stored in the garage. (DOR 10.d, e, and f and A16 E)

## **PETS & ANIMALS**

- No animals of any kind shall be raised, bred, kept or maintained on any Lot except for dogs, cats and other common household pets, which may be raised, bred, kept or maintained so long as they are not done so for commercial purposes. (DOR 11.a)
- Approved household pets are allowed only if they do not constitute a nuisance and city ordinances and other applicable laws are satisfied. (DOR 11.b and c)



- All pets shall be confined to the Lot of the Owner except when on a leash controlled by a responsible person. Owners shall immediately clean up after their pets on all streets, Common Areas and Lots owned by others. (DOR 11)
- No pet owner shall permit solid pet waste to be left unattended upon their lots, the lots of other homeowners, or any common area or city property within Timber Ridge Villas. Such waste must be removed immediately. In the event of turf damage as result of pet waste, pet owner shall be responsible for restoring the turf to the original condition. (A16 C.a)

# HOME OWNERS ASSOCIATION

## HOA

- The HOA Board of Directors may enforce any covenant, condition, or restriction by levying and collecting fines, having vehicles, trailers or other apparatus towed at the Owner's expense, or taking such other lawful actions as it, in its sole discretion, deems appropriate. (DOR 10.u)
- Each lot owner is a member of the HOA but each lot has only one vote. If a member is in default in payment of any assessment, voting rights are suspended until paid in full. (HAD II and AOI VI)
- All provisions within the Covenants, Conditions, and Restrictions are binding. By accepting a deed to any of the Lots, each owner, tenant, invitee, or guest shall be deemed to have personally consented and agreed to the provisions. (HAD XII.1)
- In the event an Owner fails properly to maintain, repair, repaint, or replace any improvements, the HOA, acting through the Board, and after giving adequate notice to the Owner, may enter onto the Lot and perform such maintenance, repair, repainting, or replacement. The HOA's costs plus a reasonable overhead and supervisory fee, shall be payable by the Owner of the Lot and shall be a special assessment against the Owner and the Owner's Lot. (HAD V.2)



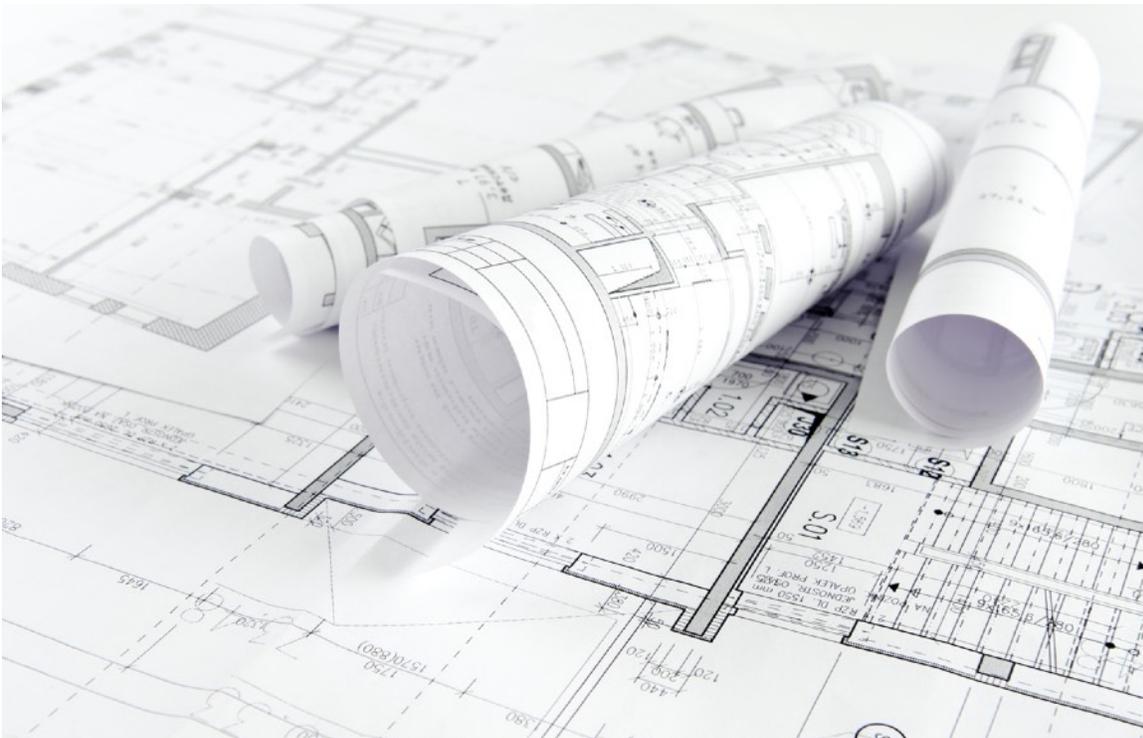
## **HOA'S POWERS AND DUTIES**

- To levy, enforce, and collect all assessments (HAD III.1.a, e)
- To control and maintain the Common Areas (HAD III.1.c)
- To maintain liability and insurance for the Common Areas (HAD III.1.d)
- To enter into agreements for services benefiting the HOA (HAD III.1.f)
- To have volunteers, employees, or obtain services to keep books and records (HAD III.1.h)
- To engage the services of security patrol (HAD III.1.i)
- To provide for the collection and disposal of trash weekly (HAD III.1.j)
- To exercise architectural and aesthetic control over any part of the Subdivision (HAD III.1.k)
- To provide utilities and irrigation to Common Areas (HAD III.2.c)

- To make, amend, enforce, or revoke rules, regulations, restrictions, and guidelines (HAD III.1.l, m)
- To maintain the fire access land between Wedd Place and 67th Street (HAD III.2.d)
- To provide lawn care consisting of mowing, edging, fertilizing, mulching, and weed control for the Subdivision (HAD III.2.e)
- To maintain, repair and replace any perimeter fencing installed by the Developer (HAD III.2.f)
- To provide any other services at the discretion of the Board (HAD III.3)

## **ARCHITECTURAL COMMITTEE**

- The Architectural Committee is a committee comprised of at least three members of the Homes Association, all of whom shall be appointed by and serve at the pleasure of the Board. (DOR 1.b)



- No more than two members of the Board shall serve on the Architectural Committee at any time. (DOR 15.a)
- The Architectural Committee may specify a form of application that must be used by applicants. A majority of members constitutes a quorum for all decisions. (DOR 15.b)
- All decisions of the Architectural Committee shall be in writing and delivered to the applicant within 35 days. Any written application complete with all required drawings and other information that is not acted upon by the Architectural Committee within 35 days shall be considered approved. (DOR 15.c)
- Any applicant who is dissatisfied with a decision of the Architectural Committee shall have the right to appeal the decision to the Board within 30 days. The Board's decision is final. (DOR 15.d)

## **ASSESSMENTS**

- All lots are subject to a quarterly assessment fixed periodically by the Board. (HAD IV.1)
- The rate of the quarterly assessment may be increased without member vote by up to 10%, or at any time in any amount by a majority vote of the membership. However, the Board, without a vote of the members, shall always have the power to set the rate of quarterly assessment at an amount that will allow the Homes Association to perform its duties. (HAD IV.2)
- The quarterly assessment is due the first day of each quarter (HAD IV.3)
- A special assessment may be collected by the HOA from an Owner if the Owner fails to maintain, repair, repaint, or replace any improvements on the Owner's Lot. The HOA's costs plus a reasonable overhead and supervisory fee, shall be payable by the Owner of the Lot and shall be a special assessment against the Owner and the Owner's Lot. (HAD V.2)

- An initiation fee of \$500 must be paid by each initial or subsequent Owner of any Lot. (HAD IV.4 and A23)
- Any assessment delinquent after 30 days will have a late fee applied in the amount of \$30 per month or 5% of the unpaid amount, whichever is greater. And the unpaid amount including late fees will bear interest at a rate of 10% annual, compounded monthly. All assessments, fees, and any resulting collection costs will be added to the lien on the property. (HAD VI.1, A26)
- The HOA may cease all services to a delinquent Lot. (HAD VI.5)
- An Owner may not waive the liability of assessments by declining services provided by the HOA. (HAD VI.5)
- Any quarterly assessment, special assessment, delinquent assessment, or initiation fee shall be a lien on any Lot until paid in full. (HAD V.4)
- If needed, the board may levy a special assessment against all Lot owners if the cost of performing its duties is in excess of the general fund. This may also pay for emergency expenditures and/or capital improvements. (HAD V.1b)

## **ANNUAL MEETING OF MEMBERS**

- The annual meeting of the members of the HOA is held between 10 and 14 months from the previous annual meeting, on a date and time, and in a place determined by the Board of Directors. At each annual meeting, directors shall be elected, reports of the affairs of the Association shall be considered, and any other business within the powers of the membership may be transacted. (BYL X.10.1, A17 B)
- Meetings will be held in Johnson County, Kansas. A written meeting notice will be sent to members not less than 10 days (2 days for emergency) nor more than 60 days in advance of the meeting. The

notice will be sent by US mail, email, or by post to the Website. (BYL X.10.3 and A17 D)

- 20% of total possible votes shall constitute a quorum and a majority vote of quorum is necessary to transact business. (BYL X.10.4)



- Each proxy vote shall expire 11 months from issue date or sale of lot, whichever happens first. (BYL X.10.5)

## **HOA BOARD OF DIRECTORS**

- The board will be composed of five directors each serving a two-year term. Elections will be staggered with a group of 3 directors being elected one year, followed by a group of 2 directors being elected the next year. (BYL VI.6.1.b)
- The officers shall be a president, a vice president, a secretary and a treasurer and any other officers elected by the Board. (BYL XI.11.1 and 11.3)

- Nomination for election to the Board of Directors may be made in writing by any member and delivered to the secretary of the Board in advance of the annual meeting or from the floor at the annual meeting of the members. (BYL VIII.8.1)
- Members in good standing (or their proxy) may vote in each election. The candidate receiving the largest number of votes wins. (BYL VIII.8.2)
- A director must remain a member of the HOA in good standing. (BYL VI.6.2)
- Commencement of Term of Office. A director shall be deemed elected at the time of his or her election, but he or she shall not be deemed to have commenced his or her term of office or to have any of the powers or responsibilities of a director until the time he accepts the office of director either by a written acceptance or by participating in the affairs of the HOA at a meeting of the Board of Directors. (BYL VIII.8.3)
- A director may be removed by a majority vote of the members, by death, or by resignation. (BYL VI.6.3)
- The board will be a volunteer board with no compensation, but directors may be reimbursed for expenses in duty of the Board. (BYL VI.6.4)
- Annual Board meetings will be held within 15 days following the annual meeting of members. Regular and special Board meetings will be held from time to time as fixed by Board. (BYL VII.7.1)
- A written Board meeting notice will be sent to all directors and members not less than 5 days prior to the meeting by US mail, email, or by a post to the Website. (BYL VII.7.4 and A17 C)
- A majority constitutes a quorum. (BYL VII.7.5)

- Meetings by conference telephone or similar communications equipment are permitted. The Board may meet whereby all persons can hear each other; participation in the meeting is equivalent to being present. (BYL VII.7.7)
- All Board meetings are open to all HOA members. Board meetings are not required to be conducted with Robert's Rules of Order unless specified by the Board of Directors. (BYL VII.7.9)
- The annual budget, books, records, and minutes of meetings shall be subject to inspection by any HOA member. Notice of any meeting where the annual budget will be considered will be given to members at least 10 days prior to meeting. (BYL XII.12.3 and XIII)

## **AMENDMENT & TERMINATION**

- These Covenants, Conditions, and Restrictions may be terminated, amended or modified by written agreement executed by the HOA after affirmative vote of 75% of the Board of Directors and then approved by 60% of the Owners of the Lots. (HAD X)