Gmail Administrator WGEHOA <walnut.grove.estates@gmail.com>

2149 Winning Colors

Administrator WGEHOA <walnut.grove.estates@gmail.com> Tue, Mar 19, 2024 at 9:47 AM
To: Nathan Billings <nbillings@blfky.com>
Cc: Dave Winters <davelexky@gmail.com>, David & Carla Demarest <dwdemarest@yahoo.com>, Mike Huber <mike@huber-realestate.com>, Martha Smith <mcsmith53@icloud.com>, Duncan MacIvor <duncan_macivor@hotmail.com>, Bill & Diane Chlebowy <chlebowy@yahoo.com>, Danny & Stefanie Erwin <dterwin3989@gmail.com>, Mike Adkins <adkinspm@outlook.com>

The HOA Board voted 6-0 last night (March 18, 2024) to have you proceed with legal action against the owner of 2149 Winning Colors Lane (KMB Irrevocable Trust) for violating the deed restrictions by constructing a wall in the front yard.

Kerry Ball contends that as the developer he has the authority under Section 2 to self-approve his house plans and landscape plans.

“The Developer, JJK-Thomas, did not give up control rights on new construction.
My house is new construction and I am the Developer.
We still have other lots left in this community and intend to enforce our right as Developer over any issue the BOD has.

The plan we provided was a courtesy and there was no intention
on our part to agree to your opinion of the aesthetics of it.
We disagree with your opinions and believe you will like it
as much as we do, if you are honest about it.”

The deed restrictions were amended on January 1, 2022.
WHEREAS, the Developer wishes to retain all of its rights with respect to Section 2 in Original Declarations 1-A, 1-B and 1-C regarding "Approval of Construction Plans" for all unimproved Lots

The HOA Board feels the Ball’s have incorrectly interpreted Section 2 because the amendment clearly states “for all unimproved lots.” The real estate definition of “unimproved lots” is raw land. The definition further states that the addition of landscaping or utility infrastructure will result in an “improved status”. Since utilities and landscape were already in place as well as the foundation from the previous house, 2149 Winning Colors Lane cannot be considered “unimproved” and thus is not covered under Section 2.

According to the amended deed restrictions, with the exception of Section 2, all other developer authority has been turned over to the HOA.

Therefore, Section 6(g) is applicable to the front wall that has been constructed at 2149 Winning Colors Lane despite being denied by the HOA Board.

6(g) Fences - No chain-link, wire or stockade fences or walls shall be constructed or permitted on any lot. No other type of fence or wall may be constructed or permitted on any lot without the prior written approval of the Developer (or its designated representative) as to type and location, and no fence or wall may exceed five (5) feet in height. No fence or wall of any nature may be extended toward the front or street side property line beyond the rear corners of the residence without the prior written approval of the Developer or its authorized representative.

The HOA is the designated representative and the front yard wall was denied by the Board.

Please let us know your next steps.

Dave Winters
Treasurer
--
Board of Directors

