



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29112987

Receipt #: 1736166
Pages Recorded: 4
Cashier Initials: MLB

Recording Fee: \$20.00
Authorized By: 

Date Recorded: 12/23/2009 9:46:20 AM



Grantor	<u>COUNTRY WALK THIRD HOMEOWNERS ASSOCIATION</u>
Grantee	<u>COUNTY WALK THIRD ESTATES</u>
Type of Document	<u>RESTRICTIVE COVENANTS AMENDMENT</u>
Recording Fees	<u>\$20.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$20.00</u>
Return Address	<u>MARK HANKINS</u>
	<u>1699 PRAIRIE RUN CIR</u>
	<u>MULVANE KS 67110</u>
	<u> </u>

Amendment to Declaration of Covenants, Conditions and Restrictions of Country Walk Third Estates.

This Amendment of Declaration of Covenants, Conditions and Restrictions is made or granted as of the 15th of September 2009 by Country Walk Third Estates Homeowners' Association, Inc, for itself and its successors, grantees and assigns.

Witnesseth:

Whereas, on the 4th day of October 1999, Declarant executed that certain Declaration of Covenants, Conditions, and Restrictions of Country Walk Third Estates and caused the same to be recorded on the 5th day of October 1999 as Document No. 1834603, in the Office of Sedgwick Country Register of Deeds. On Film 1972. Commencing on Page 1124, covering the following described real property, to wit:

Country Walk Third Estates
Mulvane, Sedgwick County, Kansas

The above described property being hereinafter referred to as the "Original Property" or the "Property".

Whereas, Section 16.02 of Article XV of the Declaration authorizes the Declarant to amend the Declaration, upon the affirmative vote of fifty percent plus one (50%+1) of the tallied votes of the Class A Members of the Association, and

1. Whereas, Declarant desires to and does hereby amend the Declaration to replace the following paragraphs 9.01 through 9.05 of Article IX of the Declaration.

9.01. For the purpose of providing a general fund to enable the Association to exercise the powers and maintain the Improvements and render the services herein provided for, each Lot within the Development owned by a Class A Member shall be subject to an annual general fund assessment which may be levied by the Association from year to years. Said assessment shall be paid to the Association annually or at such other times as the voting majority of the Class A Members of the Association determine in advance. The Association, by vote of its Class A Members, shall from year to year fix and determine the total amount required in its general fund and may levy and collect an annual assessment for each Lot owned by a Class A Member. Assessments shall commence upon acceptance of title to a Lot. The assessment for the year in which the title is transferred shall be determined on the basis of date of closing and prorated on a 365-day year basis.

9.02. The annual assessments upon each Lot as aforesaid may be increased by the Association on all the Lots of its Members by an amount not exceeding fifty percent (50%) of the preceding year annual assessment, which the Association may levy against such Lot and collect from year to year. Annual dues assessment increase requires fifty percent (50%) plus one of the votes of eligible Class A members present in person or by proxy at a meeting of the Members, with a minimum 30 days prior to the date on which the assessment is levied for the year for which such increase is proposed. The Association, through vote of its eligible Class A Members, shall be empowered to levy and collect special assessments for capital improvements or repairs in such amounts as the Association deems reasonably necessary.

9.03. Unless the increases provided for in paragraph 9.0.2 of this Article IX are specifically limited by the resolutions in which they are contained to be for a specified period, they shall continue to be effective until rescinded by the Association, by an affirmative vote of fifty percent (50%) plus one of the eligible Members present in person or by proxy, or by action taken under the terms of paragraph 9.05 of this Article IX and in either such event the rescission shall be effective commencing on the first day of the next succeeding year.

9.04. Whenever the Association, through the Board of Directors, may deem it advisable to submit to the members a proposal under paragraph 9.02 of this Article IX for increasing or decreasing the amount of the annual assessments, it shall notify the Members of the Association by mailing to such Members at the last known address, with United States postage prepaid thereon, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase or decrease in the amount of the annual assessment is to be voted upon at such meeting. Such notice must be deposited in the United States mail not less than fifteen (15) days prior to the date of such meeting.

9.05. The general assessment hereunder for the Association shall be for the calendar year beginning January 1st, 2010; and shall be due and payable thirty (30) days after such assessment, future assessments shall be due and payable on January 31st of each year thereafter unless otherwise determined by the Association. Within fifteen (15) days from the levying of each assessment, the Association shall notify all Owners of assessable Lots who are Class A Members of the amount of such assessment. Notification of such assessment will be via the Association website and electronic or postal mail. Failure of the Association to levy the assessment prior to January 1st of each year for the next succeeding fiscal year shall not invalidate any such assessment subsequently made for that particular year, nor shall failure to levy an assessment for any one year affect the right of an Association to do so for any subsequent year. In the event an assessment is levied

subsequent to the 1st day of December which precedes such fiscal year then such assessment shall become due and payable not later than thirty (30) days from the date of levying the assessment. The Association may elect to permit collections in monthly, quarterly or semiannual payments in lieu of the annual payments provided for herein.

- 2. Whereas, Declarant desires to and does hereby amend the Declaration to remove the following paragraphs 9.08 of Article IX of the Declaration.
- 3. Declarant hereby certifies that this Amendment has been executed in accordance with Section 16.02 of the Declaration and is in effect and valid in pursuant to all terms and provisions of the Declaration.
- 4. Except as herein expressly amended, the declaration is hereby ratified and confirmed. This Amendment shall be effective as of the date signed by the Acting President of The Country Walk Third Estates Homeowners' Association, Inc.

Country Walk Third Estates Homeowners' Association, Inc.

Olivia Merrick
By: Olivia Merrick

12-22-09
Date

Acting President, Country Walk Third Estates Homeowners' Association

STATE OF KANSAS)
)ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on 12-22, 2009 by Olivia Merrick as Acting President of the Country Walk Third Estates Homeowner's Association.

Susan K Evans
Signature of Notary Officer

My appointment expires: 9-13-10

