



Sedgwick County  
Register of Deeds - Bill Meek  
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**FOURTH AMENDMENT OF  
DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF COUNTRY WALK THIRD ESTATES**

This Fourth Amendment of Declaration of Covenants, Conditions and Restrictions of Country Walk Third Estates (the "Fourth Amendment") is made and granted as of the 20<sup>th</sup> day of December, 2010, by Country Walk Third Estates Homeowners' Association, Inc., for itself and its successors, grantees and assigns.

WHEREAS, on October 4, 1999, Declarant executed a certain Declaration of Covenants, Conditions and Restrictions of Country Walk Third Estates and caused the same to be recorded on the 5<sup>th</sup> day of October, 1999, as Document No. 1834603, in the Office of Sedgwick County Register of Deeds on Film 1972, commencing on Page 1124 (the "Original Declaration"), and covering the following described real property, to wit:

Country Walk Third Estates  
Mulvane, Sedgwick County, Kansas

(the "Property"); and

WHEREAS, the Original Declaration was subsequently amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions of Country Walk Third Estates dated February 28, 2004, and recorded in the Office of Sedgwick County Register of Deeds as Document No. 28600403 on August 20, 2004 (the "First Amendment"); that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Country Walk Third Estates dated May 19, 2009, and recorded in the Office of Sedgwick County Register of Deeds as Document No. 29112986 on December 23, 2009 (the "Second Amendment"); and that certain Amendment to Declaration of Covenants, Conditions and Restrictions of Country Walk Third Estates dated September 15, 2009, and recorded in the Office of Sedgwick County Register of Deeds as Document No. 29112987 on December 23, 2009 (the "Third Amendment") (the Original Declaration as amended by the First Amendment, Second Amendment and Third Amendment are collectively the "Declaration"); and

WHEREAS, the Class A Members of the Association voted and approved, at a properly called meeting at which a quorum was present, to further amend the Declaration as set forth herein.

NOW, THEREFORE, the following amendments to the Declaration are hereby ratified and approved by the Class A Members:

1. Article 7.02 Use of the Property; Compliance with Plat is hereby deleted in its entirety and replaced with the following:

Article 7.02 Use of Property; Compliance with Plat. No Structure or improvement shall be erected, altered, placed, or permitted to remain on any building site other than a Single-Family Residential Dwelling designed for private use and occupancy by a single-family, along with a private garage and other Structures or Improvements incidental to single-family residential use. Each Structure and Improvement shall comply with the minimum front, back and side setback requirements and all other requirements as shown on the recorded plat of the Property and shall comply with the requirements of any applicable law, code, ordinance, rule or regulation.

2. Article 7.03 Minimum Size of Dwellings is hereby deleted in its entirety and replaced with the following:

Article 7.03 Minimum Size of Dwellings. Each Single-Family Residential Dwelling constructed upon a Building Site shall conform to such square footage requirements as are determined from time to time by the Association. In the event of loss, the replacement dwelling must be of equal or greater square footage of original floor plan.

3. Article 7.05 Building Sites is hereby deleted in its entirety and replaced with the following:

Article 7.05 Building Sites. No lot shall be divided into more than one Building Site, but two or more contiguous full Lots or at least one full Lot along with contiguous fractional Lot may be used as one Building Site for one Dwelling. No Lot shall be split, divided or subdivided for sale, resale, gift or transfer

4. Article 7.06 Landscaping is hereby deleted in its entirety and replaced with the following:

Article 7.06 Landscaping. Upon completion of a dwelling or as soon as practicable and appropriate thereafter, the Owner shall plant or sod a lawn on the entire Building Site, plant a minimum of two (2) trees on such Lot with a minimum caliper of one (1) inch at the time of planting, and plant at least four (4) perennial shrubs or bushes on such Building Site; provided however, no hedge, shrub, mass planting or tree shall be allowed by the Owner to obstruct site lines at

any corner. Trees, shrubs and other plantings which die shall be promptly removed by the Owner from the Property. No tree shall be removed from any Lot without the prior written consent and authorization of the Board of Directors

- 5. Article 7.07 Maintenance is hereby deleted in its entirety and replaced with the following:

Article 7.07 Maintenance. All Owners shall keep and maintain all Lots and all Improvements therein or thereon in good order and repair including, by way of illustration and not by way of limitation, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees, shrubbery and plantings and the painting (or other appropriate external care) of all Structures and Improvements, all in a manner and with such frequency as is consistent with good property management in relation to the high quality residential neighborhood to be developed on the Property.

- 6. Article 7.08 Excavations is hereby deleted in its entirety and replaced with the following:

Article 7.08 Excavations. No excavations, except such as are necessary for the construction of a Dwelling or Improvements, shall be permitted on any Lot without the prior written consent of the Board of Directors

- 7. Article 7.09 Prohibited Improvements and Uses is hereby deleted in its entirety and replaced with the following:

Article 7.09 Prohibited Improvements and Uses. No trailer, trailer house, mobile home, modular home, used home, secondhand home or previously constructed building or outbuilding may be moved, placed, parked or used upon the Property nor permitted to remain upon the Property. Any temporary stage units (example: PODS or any metal shipping container) may be utilized with written permit from the Board of Directors. No garage, tent, shack, temporary structure, outbuilding or other Improvement, except a Dwelling, may be used at any time for human habitation nor converted into apartments, rental or living quarters. No external antennas, satellite dishes (except digital satellite system discs not to exceed thirty (30) inches in radius which are permitted), permanent clothes lines, poles, towers or wires shall be erected or maintained on the Property. All utility and phone lines shall be underground.

- 8. Article 7.10 Trash: Storage is hereby deleted in its entirety and replaced with the following:

Article 7.10 Trash: Storage. No trash, ashes, dirt, rock or other refuse may be thrown, dumped or maintained on any Lot or Building Site in the Property. All trash containers must not be visible from the street except on days when trash

pickup is scheduled. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance of a private residence or as is appropriate to and during construction of Improvements or Structures on the Property in accordance with this Declaration.

- 9. Article 7.12 Signs is hereby deleted in its entirety and replaced with the following:

Article 7.12 Signs. No sign, advertisement, billboard or other advertising device of any nature may be erected, placed or maintained on any Lot in the Property without the Board of Director's prior written consent. Garage sale signs and real-estate signs are permitted but must be removed within twenty-four (24) hours of the sale or closing of the Property.

- 10. Article 7.13 Model Homes and Real Estate Offices is hereby deleted in its entirety and replaced with the following:

Article 7.13 Model Homes and Real Estate Offices. Intentionally left blank.

- 11. Article 7.14 Home Professions and Businesses is hereby deleted in its entirety and replaced with the following:

Article 7.14 Home Professions and Businesses. Home based businesses (example: home daycare centers) that exist within the home with no exterior signage shall be allowed. No retail, wholesale, manufacturing or repair business shall be conducted or permitted on any Lot or in any Residence, Structure or Improvement erected thereon.

- 12. Article 7.15 Contractors is hereby deleted in its entirety and replaced with the following:

Article 7.15 Contractors. All contractors used for HVAC, structural, plumbing and electrical upon a Lot or in any Residence or Structure must be licensed by the City of Mulvane.

- 13. Article 7.16 Vehicles is hereby deleted in its entirety and replaced with the following:

Article 7.16 Vehicles and Parking. No inoperable automobile, truck, motorcycle, boat, trailer of any type, camper, recreational vehicle or any other vehicle of any type or description may be stored or permanently, continually or regularly parked in or on any street or in the open on any Lot or driveway; provided however, boats may be continually or regularly parked in any area enclosed by a fence of at least six feet (6") in height and constructed in accordance with the requirements of this Declaration. Vehicle repairs other than ordinary light maintenance are not permitted on the Property.

14. Article 7.18 Fencing-General is hereby deleted in its entirety and replaced with the following:

Article 7.18 Fencing-General. No chain link or wire fences shall be permitted on the Property, except for use specifically for a dog run or kennel which shall be located in the rear yard and in an area enclosed by a fence which conceals such dog run or kennel from the view of all other Owners and which shall be constructed, placed and maintained in accordance with these Declarations, including architectural control. No split rail fences shall be allowed.

Any fence erected or maintained on any part of the Property shall be constructed, placed and maintained in accordance with these Declarations, including any rules, regulations and requirements established from time to time and at any time by architectural control, and shall be at least one (1) inch above ground level along its entire length, except posts; shall be no less than six (6) feet nor more than six and one-half (6-1/2) feet in height above ground level along its entire length; and shall provide for adequate drainage under such fence along its entire length.

15. Article 7.20 Roof Construction is hereby deleted in its entirety and replaced with the following:

Article 7.20 Roof Construction. Roofs shall be constructed with composition shingles similar in color.

16. Article 7.21 Use of Lakes is hereby deleted in its entirety and replaced with the following:

Article 7.21 Uses of Lakes. No human operated craft (with the exception of remote control crafts) of any type shall be used or maintained on the lakes in the Property. Use of the lakes shall otherwise be controlled by rules and regulation adopted from time to time and at any time by the Board of Directors.

17. Article 7.22 Exterior Color Schemes is hereby deleted in its entirety and replaced with the following:

Article 7.22 Exterior Color Schemes. All exterior color schemes shall be in neutral colors and at all times subject to the prior approval of Board of Directors. Pre-approved exterior colors and color schemes may be established from time to time and at any time by the Board of Directors and may be maintained at Developer's sales office in the Property. All exterior colors and color schemes not so pre-approved must be authorized and approved by the Board of Directors in accordance with the terms and provisions of Article XI.

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18. Article 7.23 Nuisances: Noxious or Dangerous and Offensive Activities Prohibited is hereby deleted in its entirety and replaced with the following:

Article 7.23 Nuisances: Noxious or Dangerous and Offensive Activities Prohibited. Each Owner and occupant shall obey and comply with all applicable laws, ordinances, rules and regulations now in effect or hereafter enacted and all terms and provisions now or hereafter established by this Declaration. No owner or occupant shall do or allow to be done any act which causes or threatens to cause any damage or encroachment to the Residence or Lot of any Owner. No noxious, dangerous or offensive activity or thing shall be carried on or permitted on the Property, nor shall anything be done which may be or may become an annoyance or nuisance to any other Owner in the Property or to the neighborhood.

19. The capitalized words and phrases used herein, unless otherwise specifically defined, shall have the meanings set forth in the Declaration.

20. Except as set forth above, the Declaration remains unchanged, is hereby ratified and confirmed and is fully enforceable according to the terms and conditions contained therein. In the event of any conflict between the terms of the Declaration and this Fourth Amendment, the terms of this Fourth Amendment control.

21. This Fourth 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  
HOMEBOWNERS' ASSOCIATION, INC.

By: *Mark Hankins*  
Name: Mark Hankins  
Title: Acting President  
Date: 1/13/2012

STATE OF KANSAS            )  
  )ss:  
SEDGWICK COUNTY        )

This instrument was acknowledged before me on January 13, 2012, by Mark Hankins as the Acting President of the Country Walk Third Estates Homeowners' Association, Inc.

*Karen Tatro*  
Signature of Notary Officer

My appointment expires: 6-17-14

