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BUTLER COUNTY, KS
REGISTER OF DEEDS
Marcia McCoy

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**2015 AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
QUAIL CROSSING
OF
ANDOVER, BUTLER COUNTY, KANSAS**

THIS 2015 AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("2015 AMENDMENT") is made this 7th day of May, 2015, by Quail Crossing Homeowners' Association ("Association"), for itself, its successors, grantees and assigns ***and runs with the land.***

WITNESSETH:

WHEREAS on the 11th day of September, 1996, 3 A.H. Inc. ("Developer") executed that certain Declaration of Covenants, Conditions, and Restrictions for Quail Crossing Addition ("Declaration") and caused the same to be recorded on the 11th day of September, 1996 as document no. 9399, in Book 785, commencing on Page 299, in the office of the Butler County Register of Deeds covering the following described real property, to wit:

Quail Crossing
An Addition to Andover,
Butler County, Kansas

REC
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The above described property, the "Original Property" and subsequent additions to the Original Property are encumbered by and subject to the Declaration;

WHEREAS on the 29th day of January, 1999, Quail Crossing LLC ("Developer") executed that certain Annexation of Additional Land and First Amendment to Declaration of Covenants, Conditions, and Restrictions for Quail Crossing Addition ("First Amendment") and caused the same to be recorded on the 30th day of March, 1999 as document no. 3885, in Book 893, commencing on Page 169, in the office of the Butler County Register of Deeds covering the Original Property and the following additional described real property (including Reserves), to wit:

Final P.U.D. Plan – Phase 2, Quail Crossing
Addition to Andover,
Butler County, Kansas,

The above described property (the "1999 Property Addition"), the Original Property (the Original Property and 1999 Property Addition together the "Property") and subsequent additions to the Property are encumbered by and subject to the Declaration;

WHEREAS on the 22nd day of July, 1999, Developer executed that certain Second Amendment to [Declaration of] Covenants, Conditions, and Restrictions for Quail Crossing Addition ("Second Amendment") and caused the same to be recorded on the 21st day of December, 2000 as document no. 12391, in Book 967, commencing on Page 91, in the office of the Butler County Register of Deeds;

WHEREAS on the 28th day of February, 2005, Developer executed that certain Third Amendment to [Declaration of] Covenants, Conditions, and Restrictions for Quail Crossing Addition ("Third Amendment") and caused the same to be recorded on the 3rd day of March, 2005 as document no. 21705, in Book 1315, commencing on Page 113, in the office of the Butler County Register of Deeds.

WHEREAS on the 14th day of February, 2008, Quail Crossing LLC ("Association") executed that certain Fourth Amendment to [Declaration of] Covenants, Conditions, and Restrictions for Quail Crossing Addition ("Fourth Amendment") and caused the same to be recorded on the 21st day of February, 2008 as document no. 45432, in Book 2008, commencing on Page 8680, in the office of the Butler County Register of Deeds.

WHEREAS North Meadow Home Owner's Association Inc. executed that certain Certificate of Amendment to Declaration of Covenants Conditions and Restrictions of North Meadow Home Owners Association ("Certificate") and caused the same to be recorded on the 22nd day of October, 2008 as document no. 50800, in Book 2009, commencing on Page 7357, in the office of the Butler County Register of Deeds.

NOW, THEREFORE, THE UNDERSIGNED PRESIDENT OF QUAIL CROSSING HOMEOWNERS' ASSOCIATION ON BEHALF OF THE RECORD OWNERS HEREBY AMENDS THE DECLARATION AS FOLLOWS:

- **Amend Article V as follows:**

Add the following new subsection to Section 5.2 Construction Requirements, Paragraph A, as amended:

(3) Sheds must comply with City of Andover requirements regarding construction, avoidance of placement in easements and setbacks, and be constructed on concrete slab foundation or concrete footings. Concrete footings should be at least twelve (12) inches by twelve (12) inches in length and width and at least twelve (12) inches in depth in undisturbed soil with an additional six (6) inches of concrete above ground level, for at least a total of eighteen (18) inches in depth.

Replace Section 5.7 No Storage; Trash, with the following:

5.7 Trash and Trash Containers. No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot or on the Common Area, except building materials stored temporarily during the course of construction of any approved structure. Trash or other refuse shall be disposed of on a regular and recurring basis. Trash containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to the person making such pick-up. At all other times, trash containers shall be stored in such manner that they are not seen in front of the home or garage.

Replace Section 5.12 Signs, with the following:

5.12 Signs. Except as authorized by the Board and State law, no signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any Lot; provided, however, that permission is hereby granted for the erection and maintenance of not more than one temporary, unlighted, unanimated signboard on each Lot, which signboard shall not be more than ten (10) square feet in size and may be used for the sole and exclusive purpose of advertising for sale the residence and Lot upon which it is erected. Signs regarding candidates for public or association office or ballot questions are also permitted for temporary periods associated with voting elections.

Replace Section 5.17 Requirement to Keep Lot in Good Order and Repair, with the following:

5.17 Requirement to Keep Lot in Good Order and Repair. Each Owner shall keep the Lot and all Improvements therein or thereon, in good order and repair, including the following: painting, sealing, staining (or other appropriate external care) of all structures; planting, watering, edging, trimming and mowing of all lawns; and pruning and maintenance of all trees, shrubbery and plantings on the Owner's Lot and any contiguous portion of public easements and rights-of-way abutting the Owner's Lot. Lawns visible from the street and common areas shall be continually maintained green in color throughout the growing seasons, including the minimum time period from May to October. All yard and home maintenance shall be conducted in a manner and with such frequency as is consistent with good property management reflective of a high quality residential neighborhood.

- **Amend Article VI as follows:**

Replace Section 6.1 Powers and Duties, subsection B with the following:

B. All actions of the Association shall be taken on its behalf by the Board of Directors, except for when a vote of the Members is specifically required by this Declaration or Kansas statute. The Board of Directors will consist of a president, vice

president, treasurer, secretary, and a minimum of two (2) members-at-large. Upon a Director's death, resignation, or absence from four (4) or more consecutive Board meetings, the Board may fill the Director vacancy for the unexpired portion of any term or, if earlier, until the next regularly scheduled election of Board members.

- **Amend Article VIII as follows:**

Replace Section 8.9 Initial Policy Guidelines, subsection j with the following:

j. Fescue is the approved grass type. Effective January 2015, no other grass types shall be planted and/or seeded unless such plans and specifications have been submitted in advance and approved in writing by the Design Committee.

- **Amend Article XI as follows:**

Replace Section 11.12 Enforcement and Arbitration with the following:

11.12 Enforcement.

A. The covenants set forth herein shall run with the land and bind each Owner, its successors and assigns, and all parties claiming by, through or under each Owner, and shall be taken to hold, agree and covenant by the Owner of each Lot, its successors and assigns, to conform and observe this Declaration and each and every term and condition hereof. The Association, or any Owner shall have the right to seek enforcement of or to prevent the breach of the terms and conditions set forth herein and the right to include in such claim for relief a reasonable sum for attorney's fees and all other expenses reasonably incurred in enforcing the rights, terms, provisions, covenants, conditions and restrictions hereunder. Failure by the Association, or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B. The Board shall have the authority to determine compliance with the Use, Occupancy and Conduct Restrictions set forth in Article V. Upon receipt of an allegation of a Lot's non-compliance with Article V, the Board shall review the allegation and determine if action is necessary. If the Board determines that action is necessary, the Owner shall be notified in writing of the allegation and the Owner shall have fifteen (15) days to request and receive a hearing with the Board to dispute the allegation. If the Owner fails to respond to the notification, or after a hearing, the Board determines the Owner's dispute of the allegation is without merit, the Board shall notify the Owner in writing of the Board's determination of the Lot's non-compliance.

C. **Liquidated Damages**. The Owner shall have fifteen (15) days from the date of the notice of non-compliance to bring the Lot into compliance, determination of compliance to be in the Board's sole discretion. In the event the Lot is not in compliance within fifteen (15) days of the notice of non-compliance, the Owner shall pay the Association an amount equal to \$50 multiplied by the number of days of non-compliance from the date of the notice of non-compliance, not to exceed \$500 per month of non-compliance, not as a penalty but as liquidated damages for the Owner's breach of Article V. Such amount due shall become a lien on the Lot as soon as it is due and payable; provided, however, such lien shall be inferior or subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on the Lot. In the event of Owner's failure to pay the amount due within thirty (30) days from the date levied, then

such amount due, from the thirtieth (30th) day after levy shall bear interest at fifteen percent (15%) per annum. The liquidated damages provisions of this Section shall be in addition to, not in lieu of, the specific remedies set forth in Article IV, Section 4.4, Article V, Sections 5.17 and 5.26, Article VIII, Section 8.5 and the rights of an Owner or the Association to seek enforcement of or to prevent the breach of the Declaration in accordance with Section 11.12, Subsection A.

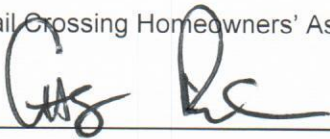
The undersigned hereby certifies that this 2015 Amendment has been executed in accordance with Article XI, Section 11.10 and is in effect and valid pursuant to all terms and provisions of the Declaration.

If any restriction, condition, covenant or reservation contained in this 2015 Amendment shall at any time be held invalid or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation or any part thereof, shall be affected or impaired. The failure the Board of Directors of the Quail Crossing Homeowners' Association or of any Owner to enforce any of the restrictions, conditions, covenants or reservation contained herein shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant or reservation.

Except as herein expressly amended, the Declaration, First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Certificate are hereby ratified and confirmed. This 2015 Amendment shall be effective as of the date of recording.

Association:

Quail Crossing Homeowners' Association



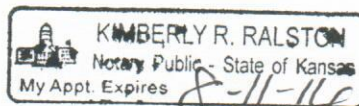
By: Chris Robrahn

President

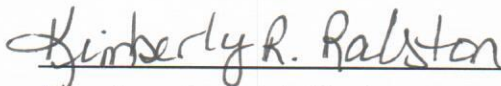
STATE OF KANSAS)

) ss:

BUTLER COUNTY)



This instrument was acknowledged before me on May 7th, 2015 by Chris Robrahn as President of Quail Crossing Homeowners' Association



(Signature of notarial officer)

My appointment expires: 8-11-16