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RTN: Quail Crossing HOA
(2) HOA Management Services, LLC
900 N. Tyler, Ste 7
Wichita, KS 67212



**2017 AMENDMENT TO
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
QUAIL CROSSING
OF
ANDOVER, BUTLER COUNTY, KANSAS**

THIS 2017 AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("2017 AMENDMENT") is made this 12th day of October, 2017, 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 12
COMP 1
NUM 1

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.

WHEREAS on the 7th day of May, 2015, Quail Crossing Homeowners' Association executed that certain 2015 Amendment to Declaration of Covenants, Conditions and Restrictions (2015 Amendment) and caused the same to be recorded on the 8th day of May, 2015 as document no. 102561, in Book 2015, commencing on Page 3622, 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 II MEMBERSHIP AND VOTING RIGHTS as follows:

- Replace Section 2.2 Voting Rights with the following:

2.2 Voting Rights. All Members, so long as they shall qualify under this Article II, shall be entitled to vote on each matter submitted to a vote at a meeting of Members.

Each Lot shall have one (1) vote, subject to the following exceptions and conditions:

- A. When a Lot is owned by tenants in common, joint tenancy or any other manner of joint or common ownership or interest, the one (1) vote for that Lot may be cast only in accordance with the agreement of a majority of the Owners. There is majority agreement if any one (1) of the Owners casts the vote without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Lot.
- B. When assessments against a Lot established pursuant to the terms hereof are delinquent, the Owner(s) of such Lot shall not be entitled to vote on matters involving assessments and fees during any period during which such assessments remain due and unpaid.
- C. One (1) vote for each Lot may be cast at a meeting in person, by absentee ballot, by proxy, or when a vote is conducted without a meeting, by electronic or paper ballot. All voting methods shall comply with state law as described in K.S.A 58-4614.
- D. The Board shall adopt such Bylaws, consistent with the terms hereof, the Articles of Incorporation of the Association and the laws of the State of Kansas, as it deems advisable for any meeting of Members with regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of Members for voting purposes, voting by proxy and such other matters concerning the conduct of meetings and voting as it shall deem proper.

The undersigned hereby certifies that this 2017 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 2017 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 of 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, Certificate and 2015 Amendment are hereby ratified and confirmed. This 2017 Amendment shall be effective as of the date of recording.

Association:

Quail Crossing Homeowners' Association



By: Chris Robrahn

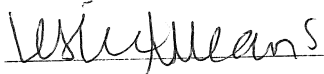
President

STATE OF KANSAS)

) ss:

BUTLER COUNTY)

This instrument was acknowledged before me on 02.28.18, 2018 by Chris Robrahn as President of Quail Crossing Homeowners' Association



(Signature of notarial officer)

My appointment expires: 03.11.19

