

**FOURTH AMENDMENT TO COVENANTS, CONDITIONS AND
RESTRICTIONS FOR QUAIL CROSSING ADDITION**

THIS FOURTH AMENDMENT TO COVENANTS, CONDITIONS AND RESTRICTIONS FOR QUAIL CROSSING ADDITION (Phase One and Phase Two) ("Amendment"), is made this 14th day of February, 2008, by Quail Crossing LLC a Kansas limited liability company ("Association").

WITNESSETH:

WHEREAS, 3 A.H., Inc. ("Developer") filed with the register of Deeds Office, Butler County, Kansas, that certain Declaration of Covenants, Conditions and Restrictions for Quail Crossing Addition ("CCR") on the 11th day of September, 1996, recorded at Book 785, Page 299, and

WHEREAS, Association, successor to Developer has the power and authority to amend the CCRs pursuant to Section 11.10 thereof, and

WHEREAS, the Board of Directors of the Association ("Board") has proposed an amendment to the CCR, a notice of the proposed amendment was included in a notice to the owners of Lots within Quail Crossing Addition ("Owners") of a Special Meeting of the Association called for the purpose of voting on the proposed amendment and not less than two-thirds (2/3) of the aggregate number of votes cast by the Owners present at such meeting, in person or by proxy, approved the proposed amendment, and

WHEREAS, Association desires to further amend the CCRs as provided herein

NOW THEREFORE, Developer hereby amends the CCRs as provided herein as described in paragraphs.

Within Article V – USE OCCUPANCY AND CONDUCT RESTRICTIONS add new paragraph:

5.28 Leasing Restriction. Except as otherwise authorized by a waiver granted by the Board as specifically enumerated herein, no Owner of a Lot shall rent or lease such Lot or any portion of a Lot for business, speculative investment or any other purpose, provided that any Owner renting or leasing a Lot as of the date of recordation of this amendment may continue renting or leasing such Lot for a period of time not to exceed the earlier occurrence of: (i) the sale, assignment, conveyance, contribution or other transfer of the Lot by the Owner(s) as of the date of recordation of this amendment; (ii) the death of the Owner(s) of the Lot; or (iii) the cessation by the Owner(s) to rent or lease the Lot for more than three (3) consecutive months following the date of recordation of this amendment. The Board may grant a waiver to this rental

REC
COMP
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BUTLER COUNTY, KS
- MARCIA MCCOY-
REGISTER OF DEEDS

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Receipt #: 45432 Total Fees: \$12.00
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or leasing limitation for any hardship situation that may require temporary leasing such as a call to military service, a temporary job transfer, or a family illness that forces an Owner to move for a limited period of time. Any waiver granted under this provision must be in writing, signed by the President of the Board, and shall expire within one year of being granted unless otherwise extended in writing by the Board.

IN WITNESS WHEREOF, the Board has executed this amendment the day first above written.

QUAIL CROSSING, LLC
A Kansas Limited Liability Company

By: *Richard L. Elam*
Richard Elam

Title: Quail Crossing, LLC President

President

On this 19th day of February, 2008 before me,

Judith Ann Hein, a Notary Public, personally appeared to me Richard Elam, who is known to me to be the person named above, and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

IN TESTEMONY WHEREOF, I have hereunto set my hand affixed my official seal at the day and year last above written.

Judith Ann Hein
Notary Public

