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2024 AMENDED & RESTATED  
DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR QUAIL CROSSING ADDITION

THIS 2024 AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR QUAIL CROSSING ADDITION ("Declaration") is made effective the 17<sup>th</sup> day of April, 2024, by QUAIL CROSSING HOMEOWNERS' ASSOCIATION, a Kansas not for profit corporation (hereinafter referred to as the "Association").

WITNESSETH, THAT:

WHEREAS on the 11<sup>th</sup> day of September, 1996, 3 A.H. Inc. ("Declarant") executed that certain Declaration of Covenants, Conditions, and Restrictions for Quail Crossing Addition ("Original Declaration") and caused the same to be recorded on the 11<sup>th</sup> 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

The above described property, the "Original Property";

WHEREAS on the 29<sup>th</sup> 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 30<sup>th</sup> 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 and the Original Property together the "Property" are encumbered by and subject to this Declaration;

WHEREAS, the Association intends to incorporate all prior amendments, restatements and annexations of the Original Declaration into one document, along with other amendments incorporated herein, whereby this Declaration shall replace and supersede same as one comprehensive amendment and restatement of all prior annexations, declarations, covenants, conditions, restrictions, easements and disclosures for Quail Crossing, as amended, restated and annexed, whether by Declarant, Developer or Association.

NOW, THEREFORE, the undersigned President of Quail Crossing Homeowners' Association, on behalf of the record owners, hereby covenants, agrees and declares that all prior declarations, covenants, conditions, restrictions, easements and disclosures for Quail Crossing filed of record by Declarant, as amended, restated and annexed, whether by Developer or Association, are hereby replaced and superseded in their entirety by the following covenants, conditions, restrictions and easements, which are hereby declared to be for the benefit of all of the Property described herein and the Owners thereof, their successors and assigns and which shall run with the land.

## ARTICLE I DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

1.1 "Association" shall mean and refer to Quail Crossing Homeowners' Association, a nonprofit corporation to be incorporated under the laws of the State of Kansas, its successors and assigns.

1.2 "Board" shall mean and refer to the Board of Directors of the Association.

1.3 "Common Area" shall mean those portions of the Property owned by the Association for the common use and enjoyment of the members of the Association, as follows:

Reserves A, B, C, D, E, F, G, H, and I, Quail Crossing Addition to Andover, Butler County, Kansas.

1.4 "Lot" shall mean and refer to each platted Lot within the Property upon which there may be constructed a single-family residence. It shall not mean or include any part of the Common area.

1.5 "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.6 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.7 "Property" shall mean and refer to all of the property described as:

Quail Crossing Addition to Andover, Butler County, Kansas.

1.8 "Structure" shall mean and include any thing or device (other than trees, shrubbery, hedges and landscaping), the placement of which upon any Lot may affect the appearance of such Lot, including, by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, covered or uncovered patio, swimming pool, tennis court, clothesline, radio or television antenna, fence, curbing, paving, wall more than two (2) feet in height, satellite dish, signboard or any temporary or permanent improvement to such Lot. "Structure" shall also include (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface water from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot; and (ii) any change in the grade of any Lot of more than six (6) inches from that existing at the time of purchase by each Owner.



ARTICLE II  
MEMBERSHIP AND VOTING RIGHTS

2.1 Membership. The Association shall have as Members only Owners. All Owners shall, upon becoming such, be deemed automatically to have become Members, and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from, the ownership of any Lot.

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.

ARTICLE III  
PROPERTY RIGHTS IN THE COMMON AREA

3.1 Members' Easements of Enjoyment. Every member shall have a right and easement and to the Common Area, and such easement shall be appurtenant to and shall pass every Lot, subject to the following provisions and to the other provisions of this Declaration.

A. The right of the Association to limit the number of guests of Members;

B. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area, including but not limited to the recreational facilities thereof;

C. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Area and facilities and to mortgage the Common Area; provided that the rights of such mortgages shall be subordinate to the rights of the Members;

D. The right of the Association to suspend the use of the Common Area and any recreational facilities thereon by a Member and his family for any period during which any assessment against his or her Lot remains unpaid and delinquent, and for a period not exceeding thirty (30) days for any single infraction of the rules and regulations of the Association.

E. To charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Area;

F. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Association; provided that such dedication or transfer shall not be effective unless authorized by a majority of Members present at a specially convened meeting called for such purpose; and

G. The covenants and restrictions contained herein.

3.2 Delegation of Use. A Member's right of enjoyment in the Common Area shall automatically extend to all members of his or her immediate family residing on any part of the Property. No guests shall be entitled to exercise such right of enjoyment or to any use of the Common Area except as provided in, and subject to, such regulations as may be promulgated by the Board.

3.3 Waiver of Use. No Member may exempt himself or herself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him or her from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his or her Lot.

3.4 Title to the Common Area. Developer may retain the title to the Common Area until such time as it desires to convey title to the Association; provided, however, title shall be conveyed no later than the time that Developer relinquishes in full its right to designate the members of the Design Committee as referenced in Section 8.1 below. Notwithstanding anything to the contrary provided herein, Developer, prior to conveyance of the Common Area to the Association, and after such conveyance to the Association, may incorporate portions of the Common Area in adjoining Lots, from time to time.

#### ARTICLE IV COVENANTS CONCERNING ASSESSMENTS AND LIENS

4.1 General Assessments. For the purpose of providing funds for the operation of the Association, and for the operation, maintenance, care and improvement of the Common Area, and to afford the Association (and Developer, during such time as it is performing the duties and powers of the Association pursuant to Section 6.1 B. hereof) the means and resources necessary to carry out its duties and functions. The Association shall have the right, in each year, to assess against each Lot a general assessment, which general assessment shall subject each Lot to a lien to secure payment thereof. The general assessment may be paid annually, monthly or quarterly, as specified by the Association, from time to time; assessments for any part of the year shall be prorated. The Association will notify all Owners stating the amount of the assessment and when payment is due; provided, in no event shall payment be due sooner than thirty (30) days following the notice of such assessment is mailed by the Association or Developer.

4.2 Basis of Assessment; Exemption; Transfer Assessment; Proration.

A. All general assessments shall be made against the Owners on an equal basis for each Lot or fraction thereof owned by the Owner or Owners.

B. At any time legal title to a Lot transfers, the transferee shall pay at the time of the closing of such transfer to the working capital of the Association an amount equal to a semi-annual general assessment.

4.3 Limitations on General Assessments.



A. The maximum annual general assessment may not be increased for any subsequent year by the Association, to an amount which is more than 30% compounded above the annual assessment for the previous year, without a vote of the membership of the Association.

B. The annual assessment for any year may be increased to an amount greater than that permitted by subparagraph (A) of this Section only by an affirmative vote of two-thirds of the vote of the Members in attendance, who are voting in person or by proxy, at meeting duly called for such purpose.

C. The Board, pursuant to Section 6.1 B. hereof, may not fix the annual assessment at an amount in excess of the amounts permitted hereunder.

4.4 Special Assessments. In addition to general assessments, the Association may, from time to time, at a regular meeting or a special meeting called upon notice for such purpose, establish a special assessment to be levied equally against each Lot for the purpose of providing additional funds (not available through general assessments) to carry out its duties and other functions and purposes contemplated hereunder. No such special assessment shall be valid unless two-thirds of the Members present, in person or by proxy, at the meeting duly called approve the same. Any special assessments shall become a lien against each individual Lot (subject to the exemptions specified in Section 4.2 above) in the same manner otherwise provided for in this Article. Further, the Association shall have the authority to establish and fix a special assessment on any Lot to secure the liability of the Owner of such Lot to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall result in an expenditure by the Association for repair or remedy. Any special assessments shall be payable in full (unless a schedule for payment in installments is specified) on the first day of the second calendar month next following the date that the same shall be established by the Association.

4.5 Collection and Expenditures. The Association shall have the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration, and may, in addition to such assessments, charge and assess costs, including reasonable attorneys' fees, and penalties and interest for the late payment or nonpayment thereof. The Association shall have the authority to expend all monies collected from such assessments, costs, penalties and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association as provided for in this Declaration and the Articles of Incorporation and Bylaws of the Association. However, the Association shall not be obligated to spend in any year all the sums collected in such year by way of general assessments, or otherwise, and may carry forward, as surplus or in reserves, any balances remaining; nor shall the Association be obligated to apply any such surpluses or reserves to the reduction of the amount of the assessments in the succeeding year, but may carry forward from year to year such surplus as the Board, in its absolute discretion, may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

4.6. Assessments and Liens; Delinquency. Thirty (30) days after any general or special assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent and a lien on the Lot and shall so continue and automatically increase by subsequent delinquent assessments until the amount of said charge and assessment, together with all costs, penalties and interest as herein provided, has been fully paid or otherwise satisfied.

4.7 Notice of Delinquency. At any time after any general or special assessment against any Lot has become a lien and delinquent, the Association may record in the office of the Register of Deeds, Butler County, Kansas, a Notice of Delinquency as to such Lot, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees) and penalties which have accrued thereon, a description of the Lot against which the same has been assessed, and the name of the Owner thereof, and such Notice shall be signed by an officer of the Association. Upon payment or other satisfaction of said assessment, interest, penalties and costs in connection with which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.



4.8 Enforcement of Liens. Each lien established pursuant to the provisions of this Declaration and which is specified in a Notice of Delinquency as hereinabove provided, may be foreclosed in like manner as a mortgage on real property as provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorneys' fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

4.9 Subordination to Mortgages. Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate to the lien of any valid bona fide mortgage which has been given in good faith and for value on any interest of any Owner covered by this Declaration. Any subsequent Owner of any Lot purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale.

4.10 Personal Liability. In addition to the covenants and agreements heretofore set forth herein, each Owner of each Lot, by the acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall be deemed to have agreed to be personally liable for the payment of each general or special assessment levied against such Lot during the period of ownership.

4.11 Interest on Delinquent Assessments. All assessment charges (general or special) which remain due and unpaid thirty (30) days after the same are due shall thereafter be subject to interest at the rate of fifteen (15%) percent per annum, or such other rate as may be established from time to time by the Board; provided, however, that such interest rate shall never exceed the maximum allowed by law.

## ARTICLE V

### USE, OCCUPANCY AND CONDUCT RESTRICTIONS

5.1 General. The Property is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to ensure the best use and the most appropriate development and improvement of each Lot; to protect the Owners against such improper use of surrounding Lots as will depreciate the value of the Property; to preserve, so far as practicable, the natural beauty of the Property; to guard against the erection thereon of poorly designed or proportioned improvements and improvements build of improper or unsuitable materials; to ensure the best development of the Property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper setback from streets and adequate free spaces between Structures; and, in general, to provide adequately for proper drainage from each Lot onto adjacent Lots and Common Area.

5.2 Construction Requirements. Unless approval is otherwise granted by the Design Committee, the following construction requirements shall be complied with:

A. Except as provided in paragraph B below, as to all Lots within the Quail Crossing Addition and Quail Crossing Second Addition, the applicable construction requirements shall be as follows:

Exterior walls of all buildings, Structures and appurtenances thereto constructed on any lot shall be of brick, stone stucco, wood siding, wood paneling, glass, glass blocks, vinyl or steel siding, or any combination thereof or as approved by the Design Committee. A one story residence shall contain not less than 1,000 square feet of finished floor area, exclusive of basements, porches, and garages. A one and one half, two story residence and tri-level, quad-level or higher level residence, exclusive of basements, porches, and garages, shall contain not less than 1,300 square feet of finished floor area. A bi-level residence, exclusive of basements, porches, and garages, shall contain not less than 1,400 square feet of finished floor area. Each residence shall, unless otherwise approved by the Design Committee, include a poured concrete basement which shall contain a floor area of comprising at least eighty percent (80%) of the ground level floor area contained in such residence, exclusive of basements, porches, and garages. All Roofs on all building improvements on any such Lot shall be Approved Composition. As used in this Declaration, "Approved Composition" shall mean composition roofing materials approved by the design committee from time to time.



Sheds shall look like front of residence, materials used (siding, roofing, paint, etc.) must be the same as residence, constructed in accordance with Article VIII. Sheds on lake lots will not be allowed. (2) All roofs must be "weathered wood" composite heritage type shingles.

(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.

B. As to all Lake Lots in both Additions of the property (Lake Lots shall mean Lots with a common boundary with Reserve D of the Common Area), the applicable construction requirements shall be as follows:

Exterior walls of all buildings, Structures and appurtenances thereto constructed on any lot shall be of brick, stone stucco, wood siding, wood paneling, glass, glass blocks, vinyl or steel siding, or any combination thereof or as approved by the Design Committee. A one story residence shall contain not less than 1,300 square feet of finished floor area, exclusive of basements, porches, and garages. A one and one half, two story residence and tri-level, quad-level or higher level residence, exclusive of basements, porches, and garages, shall contain not less than 1,450 square feet of finished floor area. A bi-level residence, exclusive of basements, porches, and garages, shall contain not less than 1,500 square feet of finished floor area. Each residence shall, unless otherwise approved by the Design Committee, include a poured concrete basement which shall contain a floor area of comprising at least eighty percent (80%) of the ground level floor area contained in such residence, exclusive of basements, porches, and garages. All Roofs on all building improvements on any such Lot shall be Approved Composition as defined previously.

C. Flat Roofs and Windows. No flat roof shall be permitted, except with permission of the Design Committee. Window frames shall be wood, metal or vinyl or other composition materials as approved from time to time by the Design Committee.

5.3 Rules and Regulations. Each Owner shall obey and comply with all applicable public laws, ordinances, rules and regulations, and all rules and regulations now or hereafter promulgated, as provided for in this Declaration. No activity which may be or become a nuisance to the neighborhood shall be carried on upon the Property.

5.4 Damage to Common Area, Etc., Prohibited. No Owner shall do or allow to be done any act which causes or threatens to cause any damage, encroachment or disrepair to the Common Area or the residence or Lot of any other Owner.

5.5 Single-Family Residences. No building shall be erected, altered, placed or permitted to remain on any Lot, other than one new single-family residence for private use, with a private garage and other Structures incidental to residential use, which are approved by the Design Committee. No prefabricated or modular buildings will be permitted to be constructed or installed on any Lot.

5.6 No Excavations. No excavations, except such as are necessary for the construction of a residence or improvements, shall be permitted on any Lot without written permission of the Design Committee.

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 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.

5.8 No Businesses Allowed. Except as otherwise specified in this Declaration or as authorized by the Board, no retail, wholesale, manufacturing or repair business of any kind, nor so-called home occupations, shall be permitted on any Lot or in any residence or appurtenant Structure erected thereon, even though such activity does not include the employment of any additional person or persons in the performance of such



services. The following home occupations are hereby approved: residential home building contractors; Amway and Avon sales representatives; child care; hair dressers; and realtors.

5.9 Temporary Buildings. Except as authorized by the Board, no basement, tent, shack, garage, barn or outbuilding erected on a Lot covered by this Declaration shall at any time be used for human habitation, temporarily or permanently, nor shall any Structure of a temporary character be used for human habitation.

5.10 Unused Houses; Trailers. No used, secondhand or previously erected house or building of any kind can be moved or placed, either in sections or as a whole, upon the Property, nor shall any trailer be moved, placed or permitted to remain upon a Lot subject to this Declaration.

5.11 Animals. No birds, animals or insects, except dogs, cats or other household pets, shall be kept or maintained on any Lot. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted on the Property without the express written consent of the Board. The Board may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot, and the Owners shall strictly comply therewith.

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.

5.13 Sight Lines. No fence, wall, hedge, or scrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty five feet (25') from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended past the corner. The same sight line restrictions shall apply to any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless foliage is maintained at a sufficient height to avoid obstruction of such sight lines.

5.14 Antennas. Except as authorized by the Design Committee, there shall not be erected any external television or radio antennas or permanent clothesline structures, and no Owner shall erect any Structures, either permanently or temporarily, upon any of the Common Area; provided, notwithstanding the foregoing, an Owner may install within his or her Lot a television satellite dish having a diameter of not more than 24 inches, so long as the location of such dish is satisfactory to the Design Committee.

5.15 Vehicles, Parking and Garages. No boat, boat trailer, house trailer, motor home, camper, camping trailer, horse or other livestock trailer, recreational vehicle, bus, specially equipped commercial vehicle, or similar item shall be stored or permanently, continually, or regularly parked in and on any street, the Common Area, or in the open on any Lot or driveway. All vehicles shall not be continually parked on a regular basis in the street. Garage doors that face on a street shall be kept closed at all times except for purposes of entry, exit, or maintenance.

5.16 No Joyriding. Except as otherwise authorized by the Board, motor scooters, minibikes or similar vehicles shall be operated for transportation only, and no joyriding on the streets, any Lot or the Common Area shall be allowed except on a designated bike or cycle trail.

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.

5.18 Division of Lots Prohibited. Except as authorized by the Design Committee, no platted Lot shall be split or divided into more than one Lot or building site, but more than one Lot may be used as a building site for one dwelling.

5.19 Trees. Except as authorized by the Board, no tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the Design Committee, other than those which are diseased or materially damaged. The Association, in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources upon the Property. Association may designate certain trees, regardless of size, as not removable without written authorization.

5.20 Requirement to Plant Lawn, Etc. Owner shall maintain a healthy, weed free lawn, consistent with the Association's neighborhood standards and a minimum of three (3) trees in the front yard of the Lot with the trunk of each tree being a minimum of two (2) inches in diameter.

5.21 No Disturbances of Streams. No lake, pond, stream or water drainage facilities, natural or erected, shall be disturbed other than by the Association.

5.22 Boating. Except as approved from time to time by the Association, no boat, raft, canoe or surfboard shall be operated or stored upon any body of water, if any, within the Common Area.

5.23 Fishing. Fishing in any body of water, if any, within the Common Area will only be permitted at such times and at such places as may be determined by the Association pursuant to rules and regulations promulgated from time to time concerning such use.

5.24 Fences.

A. Association may, and hereby reserves the right to, in its sole discretion, construct and install a fence, wall or entrance treatment in its sole discretion, within any of the fence or wall easement areas or entry areas shown on the plat of the Property, or established by other easement instruments.

B. Except as provide din paragraph A above, all Lots other than Lake Lots may utilize fences made of black wrought iron, wood or both, provided the same shall not exceed six feet in height. No fences shall be constructed or maintained on any Lake Lot, except for privacy fences immediately adjacent to patios which are appurtenant to a residence, and except for black wrought iron fences which do not exceed six feet in height and which do not materially obstruct the passage of light and air. Lake Lots shall mean Lots with a common boundary with Reserve D of the Common Area. All fences will be made of wood or wrought iron or vinyl or a combination of these and cannot exceed 6 ft. in height. All fence pickets will be on the outside of the fence except with Design Committee approval. On lake lots only black wrought iron fences will be used and must be 5 ft.

C. All fences shall be approved by the Design Committee prior to construction or installation on any Lot.

5.25 [Reserved].



5.26 Drainage. Upon the completion of construction of improvements to each Lot, the Owner of such Lot shall cause such Lot to be graded so as to strictly comply with drainage guidelines, standards and plans concerning water drainage from such Lot to other Lots and/or the Common Area, as such guidelines, standards and plans are established by the City and County within which the property is located, or the Design Committee. The Board and persons designated by the Board shall have the right to enter upon any Lot upon reasonable advance notice to the Owner thereof for the purpose of determining whether the Lot is in compliance with such drainage guidelines, standards and plans. A determination by the Board concerning whether or not a Lot or Common Area is in compliance with such guidelines, standards and plans, shall be final and binding on all Owners,. In the event and time the Board determines that a Lot is not in compliance with the aforesaid guidelines, standards and plans, the Board shall give notice to the Owner thereof and demand that such corrective action be taken as is necessary to achieve compliance. If thirty (30) days after the notice of such violation, or such additional time as may be specified by the Board, the Owner of such Lot shall have not have taken reasonable steps to correct the same, the Board shall have the right, through its agents and contractors, to enter the Lot and/or Common Area and to take such steps that may be necessary to bring the same into compliance. The Owner of the Lot so corrected shall reimburse the Association for the costs of such correction together with 20 percent of such amount. In the event such Owner fails to pay such reimbursement in full within ten (10) days following demand thereof, the Association shall establish a special assessment applicable to such Lot for the costs thereof and enforce the same as provided in Article IV hereof.

5.27 No Rights Beyond Property. Notwithstanding the proximity of lakes or other amenities to the Common Area and/or Property, no Owner shall have any right of access, use or enjoyment of any lakes or other amenities outside the Property.

5.28 Pipeline. A pipeline crosses a portion of the Property, as shown by the Right-of-Way Grant originally granted to Kaneb Pipe Line Company and Agreement and Partial Release of Right-Of-Way between Developer and Kaneb Pipe Line Operating Partnership, L.P. Each Owner shall comply with any provisions of the aforesaid documents which are applicable to such Owner's Lot and the Association shall comply with any such provision pertaining to the Common Area, which documents, among other things, limit the right of an owner of a Lot to construct fencing and other improvements within the pipeline right-of-way. Each Owner acquiring a Lot acknowledged by acceptance of a deed thereto, that such Owner has satisfied himself or herself concerning the pipeline and the rights of the owner and operator of such pipeline.

5.29 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, including but not limited to such programs as "Airbnb" or "Vrbo" or similar short term rentals. The Board of Directors may grant a waiver of this restriction for any temporary hardship situation. Any waiver granted under this Section 5.29 must be in writing, signed by the Board of Directors, and shall expire within one (1) year of being granted unless otherwise extended in writing by the Board of Directors.

5.30 Association May Trim or Prune. The Association shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which, in the opinion of the Association, by reason of its location upon the lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given not less than fifteen (15) days' prior written notice of such action.

5.31 Noxious, Dangerous, and Offensive Activities Prohibited. No noxious, dangerous, or offensive activity or thing shall be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the Association. This is to specifically include, but it is not limited to; the burning of trash, excess building materials, or leaves/brush.

5.32 Laundry and Machinery. No clothing or other household fabric shall be hung in the open on any Lot, except with specific written approval of the Board. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance of a private residence.



ARTICLE VI  
THE ASSOCIATION

6.1 Powers and Duties.

A. The Association shall have the rights and powers as set forth in its Articles of Incorporation and Bylaws, together with its general powers as a nonprofit corporation, and it shall perform each and every duty required of it by this Declaration.

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.

B. The Association shall own, maintain, mow and keep clean the Common Area. It further shall maintain, repair and/or replace the decorative entrance treatments, fence(s) and walls erected and installed by Developer or the Association.

C. The Association shall maintain such insurance on the Common Area and facilities thereon as it deems necessary and advisable.

D. The Association may improve the Common Area in any manner that it shall find to be necessary, desirable or beneficial to the interest of the Common Area and the Members.

E. The Association shall have the right to create and establish reserves for the repair, restoration or replacement of any improvement it has the duty to repair, restore or replace hereunder.

F. The Association, through the Board, shall have the right to adopt such rules and regulations as it may deem advisable for the maintenance, use, conservation and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and occupants of Lots in the Property.

G. The Association shall be empowered to determine the manner and extent of operating, maintaining, improving, restoring, mowing, trimming and keeping clean the Common Area.

6.2 Delegations and Expenses. The Association shall establish such committees as may be provided for in its Bylaws, and may engage a manager, secretaries, engineers, auditors, accountants, legal counsel and other employees or consultants as may be reasonably necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay for all other expenses necessary or incidental to the conduct or carrying on of its business concerning the Property.

6.3 Taxes and Assessments. Each Owner shall be obligated to pay the taxes or assessments assessed against such Owner's Lot and personal property located thereon.

6.4 Repair and Restoration of Improvements on Common Area. Should any improvements on the Common Area, or any part or portion thereof, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair and restoration, and, so long as there are sufficient insurance proceeds collected as a result of such damage or destruction, the same shall be done substantially in accordance with the original plans and specifications for the improvement of same. The repair and restoration work referred to in this section shall be commenced promptly after the happening of the destruction or damage occasioning the same, and once commenced, the same shall be pursued diligently to completion.



shall be deemed to bind the Design Committee to approve or disapprove any feature or matter subject to approval or to waive the exercise of the Design Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Design Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot, and such approval may not be revoked or rescinded thereafter, provided that (i) the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this Declaration, and (ii) the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question. In the event that the Design Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

8.5 Violation. If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Design Committee pursuant to the provisions of this Article VIII, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article VIII and without the approval required herein, and, upon written notice from the Design Committee, any such Structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation. If fifteen (15) days after the notice of such a violation, the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association shall have the right, through its agents and contractors, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the Association may establish a special assessment on such Lot for the cost thereof and enforce the same as provide in Article IV hereof.

8.6 No Liability. Neither the Design Committee, Developer, the Association, nor any officer, director, member, agent or employee thereof, shall be liable to any owner or to any person, firm, corporation or other entity for any damages arising from any performance or nonperformance of any duties, responsibilities or functions under this Declaration, including but limited to this Article and Section 5.26 hereof.

8.7 Retention of Approved Plans and Specifications. Upon approval by the Design Committee of any plans and specifications submitted hereunder a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Association, and a copy of such plans and specifications bearing such approval in writing, shall be returned to the applicant submitting the same.

8.8. Right of Inspection. The Association, through any of its agents may, at any reasonable time or times, enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof, and neither the Design committee, the Association, nor any such agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

8.9 Initial Policy Guidelines. Policy guidelines may be established and the same may be changed from time to time by the Board or Design Committee without the necessity of filing any formal amendment to this Declaration. Accordingly, inquiry should be made of the Board or Design Committee to determine current policy guidelines.

#### ARTICLE IX NOTICE OF POSSIBLE SPECIAL ASSESSMENTS AND WATER ENCROACHMENT



9.1 Special Assessments. Notice is hereby given to each purchaser of a Lot that special assessments may be spread by the City of Andover, Kansas, to Lots in the future, due to the installation of streets, sewers, sidewalks, etc.

9.2 Water Encroachment. Notice is hereby given to anyone acquiring a Lot that due to the grading and drainage of such Lot (which is necessary to enhance the views from residences, particularly those with "walk-out" or "view-out" basements), at times following considerable amounts of rainfall, water may encroach into the yard areas within such Lot. Water may accumulate in areas to the rear of the Lot, which has been graded at lower elevations to provide drainage, or if the Lot is adjacent to a lake, stream or other waterway, water from such areas may spill over into the Lot as a result of such rainfall. Depending upon how much water accumulates on the Lot and how long it remains, damage could occur to the yard, trees, vegetation, or to fences, gazebos, patios, playground equipment or other improvements or installations within the yard area.

ARTICLE X  
[RESERVED]

ARTICLE XI  
MISCELLANEOUS

11.1 Provisions Binding on Grantees. The Association and each grantee hereafter of any part of this Declaration, and any purchaser under any grant, contract of sale or lease covering any part or portion of such Property, accepts the same subject to all of the restrictions, liens and charges and the jurisdiction rights and powers of the Association provided for in this Declaration.

11.2 Interpretations of Restrictions. In interpreting and applying the provisions of this Declaration, they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the Owners of the Property. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants or other agreements between parties; provided, however, that where this Declaration imposes a greater restriction upon the use or occupancy of any residence site or upon the construction of buildings or Structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then, in that case, the provisions of this Declaration shall control.

11.3 Construction and Validity of Restrictions. All of the restrictions, conditions, covenants, reservations liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, are invalid or for any reason become unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired.

11.4 Assignment of Powers. Any powers of Developer provided for in this Declaration and any modification or amendment hereof have been delegated, transferred, assigned, conveyed or released by Developer to the Association. The Association has accepted the same without further recording of a notice thereof.

11.5 Waiver and Exceptions. The failure by the Association, any Owner or any other person to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which the Property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant, reservation, lien or charge.

11.6 Titles. All titles used in this Declaration are intended solely for convenience of reference, and the same shall not affect that which is set forth in the terms and conditions of this Declaration nor the meaning thereof.

11.7 Singular and Plural, Masculine and Feminine. The singular shall include the plural and the plural the singular, unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter, as the context requires.

11.8 Successors-in-Interest. Reference herein to either the Association or Developer shall include its respective successor, and each such successor shall succeed to the rights, powers and authority hereunder of its predecessor, whether by appointment or otherwise.

11.9 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association, and the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date hereof, after which time the covenants, conditions and restrictions hereof shall be automatically extended for successive periods of one (1) year each, unless an instrument, signed by Owners of not less than seventy-five percent (75%) of the lots, has been recorded, agreeing to abolish or change these covenants, conditions and restrictions, in whole or in part.

11.10 Amendments. Amendments to this Declaration may be made Association, as follows:

- A. Notice. Notice of the subject matter of the proposed amendment shall be included in a notice to the Owners of a meeting of the Association, at which the proposed amendment shall be considered.
- B. Resolution. A resolution adopting a proposed amendment may be proposed by the Board. Unless otherwise specified in this Declaration, any proposed amendment must be approved by the Owners casting not less than two-thirds (2/3) of the aggregate number of votes cast by the Owners present at such meeting. Such votes may be cast in person or by proxy as provided for herein and in the Bylaws of the Association.

A copy of each amendment provided for in this section shall be filed of record in the Register of Deeds for Butler County, Kansas. The President of the Association shall file a certificate along with such amendment, certifying that the meeting at which the vote was taken was either the annual meeting of the Association or a special meeting of the Association, duly called in accordance with the Bylaws of the Association, and that the proper number of votes approving the amendment was obtained. Such certificate will be filed as part of or with such amendment.

No amendment materially impairing the rights of any mortgagee shall be binding on such mortgagee unless consented to in writing by such mortgagee.

11.11 Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any mortgage made in good faith and for value, but all of these covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure sale or deed in lieu thereof.

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 thereof. 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 with Section 5.29 and \$100 for every two (2) week period of non-compliance from the date of the notice of non-compliance of other restrictions set forth in this Declaration, 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 Declaration 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 Original Declaration.

If any restriction, condition, covenant or reservation contained in this Declaration 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.

This Declaration shall be effective as of the date of the recording.

\*\*\* Signature Page Follows \*\*\*



IN WITNESS WHEREOF, Association has executed this Declaration the day and year first above written.

Jeanie Shackelford

Quail Crossing Homeowners' Association

By: Jeanie Shackelford, President

STATE OF KANSAS     )

) ss:

BUTLER COUNTY     )

This instrument was acknowledged before me on April 17th, 2024 by Jeanie Shackelford as President of Quail Crossing Homeowners' Association

[Signature]

(Signature of notarial officer)

My appointment expires: March 12, 2028

