

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR**

QUAIL RIDGE

A Subdivision in Hutchinson, Reno County, Kansas

It is the intention of the Developers and Owners of **Quail Ridge, Inc.** to create a community, to be known as **Quail Ridge**, of compatible and complimentary single family residential homes for the benefits of the residents of **Quail Ridge** and to protect the value and desirability of **Quail Ridge**. Natural areas will be preserved within **Quail Ridge**, complementing the country-like setting.

The Developers and Owners also deem it desirable for the preservation of **Quail Ridge** and for the assurance of consistent quality and architectural design to establish certain restrictions and covenants as to how **Quail Ridge** may be developed. The declarations of covenants, conditions, easements, land use and restrictions are as follows and will control values, amenities, desirability and attractiveness of real property within **Quail Ridge**.

THIS DELARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") shall apply to all lots and parcels of land known as **Quail Ridge**, located in the City of Hutchinson, Reno County, Kansas, as shown on Exhibit " A " attached hereto and desires to create a community possessing superior standards of aesthetics, improvements and quality of life. THIS DECLARATION AND DEDICATION is made this ____ day of _____, 2015, by **Quail Ridge, Inc.**, a corporation organized and existing under and by virtue of the law of the State of Kansas, referred to hereinafter as the " Developers " and filed in Reno County at the Reno County Court House.

For the efficient management of the Community, Developers wish to create a Home Owners Association which shall exercise such power and function as are set forth herein and be known as **Quail Ridge Homeowner Association, Inc.** (hereinafter called the "Property Owners").

NOW, THEREFORE, in consideration of the premises, the Developers with any and all persons, firms, corporations, or other entities acquiring any of the property hereinabove described that the same shall be and is hereby subject to the following restrictions, covenants, conditions, and easements relating to the use and occupancy thereof. These

restrictive covenants shall become effective upon the recordation of this **Declaration** and shall run with the land and be binding on all parties holding or acquiring any right, title, or interest in the Property, or any part thereof, whether or not expressed in any deed or other conveyance, and shall inure to the benefit of and be the responsibility of each Owner and each Member of the Association.

Article I

Definitions

The following words when used in this **Declaration, The Rules and Regulations, and The Bylaws** shall have the following meanings.

- Section 1.1** **Addition.** “Addition” shall mean and refer to Quail Ridge, a subdivision in Hutchinson, Reno County, Kansas.
- Section 1.2** **ACC.** “ACC” shall mean and refer to the Architectural Control Committee which is further described in Article IV.
- Section 1.3** **Assessments.** “Assessment” shall include the following:
- (a) “Regular Assessment” means the amount which is to be paid by each Owner’s share of the Common Expenses of the Association.
 - (b) “Special Assessment” means (i) a charge against a particular Owner directly attributable to such Owner to reimburse the Association for costs incurred in bringing the Owner or Owner’s Lot into compliance with the provisions of this Declaration. The Design Standard, or the Association Rules. (ii) any other charge designated as a Special assessment in this Declaration, the Association Rules or Design Standards; and (iii) attorneys’ fees and other charges payable by such Owner as a Special Assessment pursuant to the provisions of this Declaration.
- Section 1.4** **Association.** “Association” shall mean and refer to Quail Ridge Homeowners Association, Inc., its successors and assigns, a Kansas nonprofit corporation, which shall be established by the Developer after **75%** of all lots in contemplated phases are sold and conveyed, unless, established sooner at the Developers discretion.

- Section 1.5** **Board.** “Board” shall mean and refer to the Board of Directors of the Association.
- Section 1.6** **By-Laws.** “ By-Laws” shall mean the By-Laws of Quail Ridge Home Owners Association Inc., as originally adopted and as from time to time amended. Attached hereto as **Exhibit B.**
- Section 1.7** **City.** “ City” shall mean the City of Hutchinson, Hutchinson, Kansas
- Section 1.8** **Committee.**“Committee” shall mean and refer to the Architectural Control Committee (ACC)
- Section 1.9** **Common Area.**“Common Area” shall mean all real property now or hereafter owned by the Association for the common use and enjoyment of Association Members and shall include reserve areas A and B (thePond) and the main entrance including the 25 feet of frontage adjacent to 43rdStreet. This includes all areas other than the owner’s Lot.
- Section 1.10** **Common Expenses.** “ Common Expenses” shall mean and refer to the actual and estimated expenses for operating the Association, including any reasonable reserve as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the bylaws and Articles of Incorporation by the Association and the following:
- (a) expenses incurred by the Association in the maintenance, management, operating, repair, and replacement of all areas and facilities with in the Community that are owned, maintained or operated by the Association, including utilities provided directly to the Association.
 - (b) the cost of management and administration of the Association including, but not limited to, compensation paid by the Association to mangers, accountants, superintendents, attorneys, and employees;
 - (c) alltaxes of any nature owing by the association and the cost of any insurance maintained by the Association.
 - (d) expenses that the majority of the Board deems appropriate for the betterment of the Association
 - (e) all other expenses agree upon as Common Expenses by the Association.
- Section 1.11** **Declaration.** “Declaration” shall mean the covenants, conditions, restrictions and easements and all other provisions herein set forth in this instrument, sometimes referred to as Covenants and Restrictions, as may be amended from time to time.

- Section 1.12** **Design Standard.** “Design Standard” means the rules, regulations, restrictions, architectural standards, and construction guidelines herein designated as such and as otherwise which may from time to time be adopted by the Architectural Control Committee (ACC). Criteria executed to ensure that all Homes and the overall community meet intended expectations of the compatible characteristics.
- Section 1.13** **Developers.** “Developers” shall mean and refer to Quail Ridge Inc. a Kansas corporation.
- Section 1.14** **Development** “Development” shall mean and refer to all platted Lots within Quail Ridge.
- Section 1.15** **Improved Lot.** “Improved Lot” shall mean a Lot in the Property for which a building permit has been issued for the construction of Improvements, and on which the construction has commenced.
- Section 1.16** **Improvements.** “Improvements” shall mean any alteration, modification, or other process resulting in a change in appearance, structure, style, or composition of any part of an existing Structure, as defined herein.
- Section 1.17** **Lot.** “Lot” shall mean and refer to all platted Lots located in the “ Addition.”
- Section 1.18** **Majority in Interest.** “Majority in Interest” shall mean more than **75%** of the total votes to which members of the Association are entitled.
- Section 1.19** **Owner.** “Owner” shall mean and refer to any record titleholder, whether one or more Persons or entities, of the fee simple title to any Lot which is a part of the Property, other than Developers, of a fee simple interest to a Lot, but not including such record titleholder selling an interest in a Lot under an executory contract. During such time as such executory contract is a force, the contract purchaser shall be considered the Owner.
- Section 1.20** **Person.** “Person” shall mean and refer to a natural person, corporation, partnership, association, trust or other legal entity, or combination thereof.
- Section 1.21** **Plat.** “Plat” shall mean and refer to that certain Final Subdivision Plan of Quail Ridge, prepared by Garber Surveying Service, P.A. and recorded in Plat Book _____ on page _____ in the Register’s Office of Reno County, Kansas, together with any additional or subsequent plats for additional phases as same may be prepared and recorded in said Register of Deeds Office.
- Section 1.22** **Property.** “Shall mean and refer to that certain real property described in **Exhibit A** attached hereto and by reference made a part thereof, together with such additional real propertyas may bysubsequent amendment be added to and subjected to this Declaration.

- Section 1.23** **Reserve Area.** “Reserve Area” shall mean and refer to Reserve A and B, as shown in the recorded plat of the “Addition.”
- Section 1.24** **Rules and Regulations.** “Rules and Regulations” shall mean and refer to the Rules and Regulations of Quail Ridge Home owners Association, Inc., as originally adapted and as from time to time amended, attached here to as Exhibit B.
- Section 1.25** **Structure.** “Structure” shall mean and refer to: (i) any thing or object, the placement of which upon any Lot may affect the appearance of such Lot. Including by the way of illustration and not limitation, any building or part thereof, garage, porch, gazebo, shed, greenhouse, bathhouse, coop, cage, covered or uncovered patio, swimming pool, tennis court, fence, curbing, paving, wall, tree, shrub, satellite dish, sign, signboard, mailbox. Driveway, temporary or permanent improvement to such lot; (ii) any excavation, grading, fill ditch, diversion dam or other object which affects or alters the natural flow of surface waters from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial creek, stream, wash or drainage channel from, across or upon any Lot; and (iii) any change in grade at any point on a Lot of more that twelve (12) inches, whether or not subsection (ii) of this section applies to this change.

Article II

Use and Design Criteria, Maintenance of Lots, Improvements and Reserve Area

Residential Use. Use and design criteria are hereby established for all Lots and Parcels within the Development, “Quail Ridge “. Each Lot within the Development may be used for only residential purposes and no other. Nothing herein contained shall be deemed to limit the Developer’s rights as set forth in Article II. All uses of the Lots must, at a minimum, comply with zoning and other applicable ordinances and regulations of the City of Hutchinson and the State of Kansas. The Standards and requirements contained in this Declaration are in addition to said zoning and other applicable ordinances and regulations. Where a conflict between these guidelines and state or local regulations occurs, the stricter standard is to be used. No changes shall be made to this covenant without the approval of the ACC and the Board of Directors.

Section 2.1

Subdivision

A. ACC approval, is required on all buildings or other structures design, construction, lot lay out and shall be in full compliance with any set back lines or restrictions shown on the applicable plat.

B. No Lot, may be combined, subdivided or split by any means whatsoever into any greater or lesser number of Lots other than that shown in the Plat without the prior written consent of ACC.

Section 2.2

LotUse

A. No business or commercial building may be erected on any Lot and no business or commercial enterprise, or other non-residential use, may be conducted on an part thereof ; provided, however, nothing herein shall prohibit a business being conducted from the actual residence of the business owners, so long as such business does not require or involve exterior signage or any visible evidence of such business on the exterior of the residence or Lot, and does not interfere with the quiet enjoyment of other Lot owners. No Business or commercial vehicles, or trailers will be allowed to park overnight within the subdivision.

B. No temporary buildings, structures, or trailers may be erected, placed or maintained on any Lot, except as expressly permitted by, and in compliance with, the Design Standards and approved by the ACC.

C. No Lot and no Home thereon may be used except for private residential purposes (except for in-Home occupations as defined and permitted by the City in the Subject zoning district)

D. All uses of the Lots must, at a minimum, comply with zoning and other applicable ordinances and regulations of the City of Hutchinson and the State of Kansas. The standards and requirements contained in this Declaration are in addition to said zoning and other applicable ordinances and regulations.

E. When altering Home or Lot in any fashion including but not limited to changes in orientation of the Home or driveway, addition of Accessory Structures or fences, changing of exterior colors or landscaping refer to Article IV, Architectural Control Committee.

F. Outbuildings Generally Prohibited. No building or other detached structure, (**NO detached garages or outbuildings shall be permitted on Block B, Lots 4, 5, 6, 7, 8, 9, 10, 11, 14, 15, 16**) may be erected on any Lot without the consent of the ACC; gazebos, similar ornamental structures, small garden buildings and garages may be approved by the ACC, with such materials, dimensions, heights and construction attributes as may be determined in the sole discretion of the ACC.

a. Detached garages or other out-buildings approved by the ACC shall be of the same design and style as the primary residence, and all building materials utilized in said structure shall be of the same materials as utilized in the residence. All such outbuildings and detached garages must be proportional to the residence as determined by the discretion of the ACC committee. Out building eave height will not be higher than twelve (**12**) feet, and top of structure shall be proportional to the residence

G. Swimming Pools, Tennis Courts and Spas. All swimming pools and pool areas, spas, tennis courts, equipment associated therewith (including Lighting) and screening therefore shall be subject to approval of the ACC. No above-ground or above grade swimming pools shall be allowed; provided, however, that in the uneven topographical features of the Lot, in the opinion of the ACC, require a swimming pool to be partial above- grade, the ACC shall have the right to approve such partial above-grade construction. No external or outdoor hot tubs or spas shall be above-ground or above-grade or otherwise allowed without the prior approval of the ACC, and shall provide appropriate screening.

H. Drives. All driveways shall be hard surface- no sand or rock drives are permitted.

I. Fences. No fence or wall shall be erected on any Lot, except those specifically approved as to location, size, type, material and architectural compatibility and approved by the ACC committee.

- a.** No chain link, wood, wire, or stockade fencing is permitted and only wrought iron or vinyl shall be considered by the ACC.
- b.** No fencing shall exceed five (5) feet in height unless required by the City for screening of pool, hot tub or spa areas.
- c.** Retaining or screening walls shall be made of natural materials or faced with quality materials approved by the ACC.

J. Animals. No animals of any kind may be kept, bred, or maintained on any Lot, except reasonable commonly accepted household pets as specified in the Rules; provided, however, that not more than two (2) dogs and/or two (2) cats may be maintained on any Lot.

- a. In no event shall any domestic pet be allowed to leave its Owner's Lot unattended by the Owner or create a nuisance.
- b. Animal runs or cages will be allowed, if approved by the ACC.
- c. Owners will be responsible for cleaning up after their pets.
- d. Pit bull dogs will not be allowed in the development under any circumstance.

K. Parking. No automobiles, trucks, motorcycles, motorbikes, boats, any and all trailers, buses, motor homes, mobile homes, recreational vehicles or other similar vehicles of any type shall be parked or stored in, or upon the Lot except within an enclosed garage.

- a. All vehicles shall be deemed stored if they are routinely left in one location for a period in excess of seventy-two (72) hours. The running of the seventy-two (72) hour period referred to herein shall not be tolled until such vehicle has been removed from such location for a minimum of twelve (12) hours.
- b. The term "one location" shall mean not only the original location of such vehicle, but any other location to which such vehicle is moved within one hundred fifty (150) feet of the original location.
- c. No vehicle within visual site shall be repaired (excepting minor repairs) or rebuilt on any Lot.
- d. The Association after reasonable notice to the appropriate party may remove, or cause to be removed, any unauthorized vehicle or other items prohibited hereby at the expense of the owner.

L. Lights. No spotlights, floodlights, or other lighting shall be placed or utilized upon any Lot in a manner with unreasonably interferes with the enjoyment of adjoining Lots.

- a.** All exterior lighting shall have a concealed energy source and an ACC approved color.
- b.** No exterior lighting shall be installed or maintained on any Lot unless approved by the ACC. Provided, however, that decorative holiday lighting may be permitted in such types, at such times and in such manner as may be provided by the ACC. or the Rules.

M. Antennae. No external radio, television, satellite dish or other antennae of any kind or nature or other device for the reception or transmission of radio, microwave or other similar signals in excess of eighteen (18) inches in diameter, shall be placed or maintained upon any Lot. Approved antennae should not be visible from the street and will required ACC approval of location.

N. Other facilities. No facilities, including poles, wires and external antennae for the transmission of electricity, telephone messages, TV, radio and the like shall be placed or maintained above the surface of the ground on any lot.

O. Garbage.No garbage or trash or their containers shall be kept, maintained or contained on any Lot so as to be visible from the street, including City trash containers (except on the days of pickup).

- a.** No incinerator shall be kept or maintained on any Lot.
- b.** No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a Lot.
- c.** Trash shall be placed in such designated locations and containers as may be established from time to time in the Rules.

P. Basketball Goals. No basketball goals shall be attached to any building.

- a.** All basketball goals shall be free standing and located behind the front building set back line shown on the applicable Plat.

P. Continued

b. All such goals and devices are subject to the approval of the ACC and all basketball goal backboards shall be of a clear material.

Q. All playground equipment and playhouses shall be subject to approval by the ACC; approval of placement, color, design and landscaping/screening shall be made by the ACC in its sole discretion.

R. Clothes Drying Area. No portion of any Lot outside of a residence shall be used as a drying or hanging area for laundry.

S. Storage Tanks. No exterior storage tanks shall be allowed on any lot.

T. No turbines or solar panels shall be permitted.

U. Solar Panels. Solar panels shall not be allowed.

V. Lawn Ornamentation. No lawn ornaments of any kind are permitted in yards visible from any street without the approval of ACC.

W. No Obstructions to Drainage. No Owner shall erect, construct, maintain, permit or allow any fence or structure or obstruction that would interrupt the normal drainage of the land, or which has been intentionally contoured to facilitate drainage; provided, however, that with the prior consent of the City and the ACC, nonpermanent structures, including fences, may be erected in those areas that contain only underground closed conduit storm drainage facilities.

X. Mail Boxes. Mail boxes will be furnished and maintained by the Association.

Y. Safe Condition. Without limiting any other provision in this Article II, each Owner shall maintain and keep his Lot at all times in a safe, sound and sanitary condition and repair, and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other Owners of their respective Lots. All improvements on a Lot which are damaged by or destroyed by fire or other casualty shall be repaired and restored by the Owner thereof with due diligence.

Z. Lot Maintenance. All lots, together with any landscaping, shall be maintained in neat and attractive condition by their respective owner. Such maintenance shall include but not be limited to watering of grass, pruning and cutting of all shrubs, trees and other landscaping. See also section 2.8 (c) for more details.

Section 2.3 Construction Period Requirements

A. During the period that construction is being undertaken on a Lot, the following minimum measures will be required to minimize disturbance to adjacent sites.

- a.** No dumping of construction materials, waste or trash shall occur in the Community within the development.
- b.** Each Lot shall be maintained in a clean and orderly manner during construction. Erosion shall be controlled on each Lot in a manner approved by the ACC while it is in a disturbcondition.
- c.** Streets will be kept clean and clear of debris.
- d.** Appropriate construction procedures shall be followed to protect and preserve trees, shrubs and other landscaping which may exist on the construction site or on adjacent or nearby sites

Section 2.4 Home Standards

A. Residence Design The design of each residence shall be subject to the approval of the ACC and, without limiting the foregoing, shall comply with the following criteria: (i) appropriateness of form, color and materials to design style; (ii) relationship of window to wall and wall to total form (well designed massing); (iii) appropriateness of detailing to form, style and massing; and (iv) the proportions of roofs shall be consistent with the proposed architectural style.

- a.** The use and design criteria included in this Declaration do not replace or supersede state or local codes.

- b. ACC will require a basic residential house plan, all four elevations of building, site plan and landscape design prior to approval of construction. Builder will be given a document of approval from the ACC prior to start of construction.
- c. Colors, materials, finishes and building forms shall be in the conformity with the requirements hereof and integrated with the particular landscape and topographical character of each site. Samples of construction materials and colors may be required by ACC for final approval of residence.
- d. The site dimensions must be adequate to accommodate the proposed improvements, including the house, parking drives, and screening.
- e. Finished grades and elevations must be compatible with neighboring sites, particularly with regard to drainage and reviews.

B. Exterior Materials and Colors.

- a. Residences shall be faced on all sides with quality materials such as brick, wood, stone or stucco (including dryvit) as approved by ACC. High quality siding, such as fiber cement siding, is permitted. Exposed concrete block, prefabricated metal buildings, lava rock, batt and board, will not be allowed. All exterior materials and the color of all exterior material's (including the color of decks and porches) shall be subject to the approval of the ACC. Metal or vinyl siding shall **not** be permitted.
No exposed concrete block walls are permitted

b. Window shall be wood clad with anodized aluminum.

c. Roof shall be composition shingles consisting of at least a 30 year shingle of weathered wood color and prefer the same tones and colors throughout the development.

d. All exposed surfaces of fireplace chimneys shall be constructed of or faced with stucco, brick or stone.

- e. Exterior decks and porches shall be Natural wood color, or stained or painted to match the color of the residence, or vinyl materials may be used to coordinate with fencing materials.

Section 2.5 Building square footages and other requirements.

A. The **minimum square footage requirement** for each residence shall be as follows. The basement area, including any so-called “walk-out basement”, porches and garage areas, shall be disregarded in computing such square footage.

a. **One story residence**, one thousand five hundred (1,500) square feet finished living space.

b. **Two story, one and one-half story residence and tri-levels**, one thousand seven hundred (1,700) square feet with no less than one thousand (1,100) square feet on the first, main floor level.

c. No exterior alterations of any existing building or structure shall be permitted without the prior approval of the ACC.

d. No excavation will be made except in conjunction with construction or an improvement. When such improvement is completed all exposed openings will be back filled and graded. All bare surfaces will be sodded or mulched.

e. Once commenced, construction will be diligently pursued to completion and it may not be left in a partly finished condition for more than 30 days without written approval from the ACC.

B. Patios. No screening of a patio or other recreation area will be installed without the written approval of the ACC.

C. HVAC. No window air conditioning or heating units will be permitted. All HVAC equipment will be screened with approved fencing or landscaping.

D. Garages. Each residence must have an attached, fully enclosed garage for not less two or more than four vehicles, unless the ACC shall consent to capacity for a greater number of vehicles.

a. Garages, shall have the same architectural treatment and be constructed of the same materials as the house.

b. Garages, normally should remain closed except when vehicles are entering or exiting.

c. No garage will be permitted to be enclosed for living or used for purposes other than storage of vehicles and related used.

d. Any detached garages or carports will require ACC approval and be constructed of same materials as the house. Lots 4,5,6,7,8,9,10,11,14,15,16 in Block B will not be allowed to have out buildings.

E. Maintenance, Alteration and Repairs.

a. A residence totally destroyed by fire or other casualty shall be removed from the Lot and new construction begun within three months after the date of such destruction, and thereafter such construction shall be performed with due diligencethrough completion. Also, all improvements on a Lot which are damaged by fire or other casualty shall be repaired and restored by the Owner thereof with due diligence.

b. In the event of partial damage to a structure or improvement the owner shall either (a) demolish the structure and comply with the provisions set for in part (a) of this section or (b) as promptly as the insurance adjustment may be made, cause the damage or destruction to be repaired and restored to a first class condition to the same specifications that where approved by the ACC. In the event the owner would like to make alterations to the structure all such alterations shall be approved by the ACC before reconstruction shall begin. ACC will provide a written document of approval.

c. Building Maintenance. All tracts, together with exterior of all improvement (if any) located thereon shall be maintained in a neat and attractive condition by their respective owner. Such maintenance shall include but shall not be limited to painting, repairing, replacing, and caring for roof, gutters, downspouts, building surfaces, walks and other exterior improvements.

Section 2.6 Easements

A. Each Lot of the Subdivision shall be subject to perpetual easements for installation and maintenance of utilities and drainage facilities. Such easements vary but are basically for a width of ten (10) feet along all Lot lines. The granting of these easements shall not prevent the use of the area by the owner for any permanent purpose; however no structures of any kind shall be erected or maintained upon or over said easements, except structure for public utilities. Original Plat of subdivision Exhibit (A) shows location and dimensions of said easements. If one owner owns adjoining tracts, this provision shall not apply to the interior tract lines as long as the tracts are so owned.

B. All new **utility lines** within “ Quail Ridge” shall be placed underground.

C. All **claims for damage**, if any, arising out of the construction, maintenance and repair of utilities, or on account of temporary or other inconvenience caused thereby against the subdividers or their successors in title, or any utility company or municipality, or any of its agents or servants, are hereby waived by the owners.

Section 2.7 Landscaping Standards

A. Plans must be submitted to the ACC for approval of any and all landscaping design plans or changes. Maintenance of landscaping beds, plants, bushes and trees is the responsibility of the Lot Owner. In the event the Lot Owner does not maintain the landscaping properly, the ACC shall cause the proper maintenance to be performed at Lot Owner’s expense.

- a.** Landscape improvements as approved by the ACC shall be installed within sixty (60) days after completion of the residence; provided, however, said 60 day period shall be subject to reasonable extension on account of inclement weather.

- b. Sod will be required in the front yard and in and around a reasonable amount of the areas adjoining the main Structure and other yards shall be covered with plants or mulched with approved landscape materials.

B. Minimums. Each Lot when first improved for occupancy, shall utilize an amount of not less than two (2) percent of the sales price (Lot plus improvements) in the construction and planting of landscaping, excluding the cost of trees required below, sprinkler system, grading and sod.

- a. Landscaping shall include at least one(1) shade tree planted in the front and one(1) shade tree in the back yard of each Lot, all such trees should be at least 2.6 inches or over in caliper each.
- b. A whole Lot, in ground, sprinkler system shall be installed to maintain all planted areas including grass areas on each Lot.
- c. Planting for Lots shall reinforce the natural meadow and woodland character of the Community.
- d. Cleared areas should be landscaped with trees, shrubs and lawns designed to compliment the architectural character of proposed buildings and the rest of the development.
- e. Plantings will be used to screen utility equipment in a reasonable manner.

C. Street Obstructions. No fence, wall, hedge, or shrub planting which obstructs sight line at elevations between 2 and 6 feet above the roadways will 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 points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitations will apply on any Lot within 10 feet of the intersection of a street property line with the edge of a driveway or alley pavement. No tree will be permitted to remain within such distances of such intersections unless the foliage lines are maintained at a sufficient height to prevent obstruction of such sight

Section 2.8 Lot Maintenance and Other Conditions

- A. Permission.** Written permission is required from the ACC before removing any tree 4” inches or over in caliper. Attractive mature vegetation should, whenever practical, be saved to give the Community an established feeling.
- B. Planting** for Lots shall reinforce the natural meadow and woodland character of the Community
- C. Maintenance of Lots.**
 - a. Mowing** of all lawn areas on each Lot within the development and common areas as indicated on Exhibits A and B shall be maintained on a regular basis by the Association unless the Board grants variance to owner to maintain their own area. Owner’s granted a variance will maintain their lot on an equal basis to the Association yard program. Owner’s Association monthly dues would be adjusted for any variances accordingly.
 - b. Preservation** of the area’s native grasses is encouraged, and this section shall not be interpreted to require that such grasses be mowed. However, native grasses need to be maintained for fire safety issue’s and may require mowing once or twice a year and will be the responsibility of the Home Owners Association to manage.
 - c. All lots**, together with any landscaping, shall be maintained in neat and attractive condition by their respective owner. Such maintenance shall include but not limited to seeding, watering, pruning and cutting all shrubs, trees, yard and other landscaping in a manner and with such frequency as is consistent with good property management.
 - d. Maintenance of Reserve Areas.** The Association shall be charged with the responsibility for the proper maintenance of the Reserve Areas and all improvements located thereon in a manner consistent with good property management.

Section 2.9 Nonperformance.

If, in the opinion of the Committee, any Owner charged with the responsibility of properly maintaining the Lots and improvements as set forth in the preceding sections fails to so perform. The Committee, after fifteen (15) days written notice to remedy such default, shall have the right, through its agents and employees, to discharge the responsibility of such defaulting Owner, and the cost thereof shall be a binding personal obligation on such defaulting Owner and shall constitute a lien on any Lot owner by such Owner after the filing of the Affidavit of Nonpayment hereinafter referred to. The lien shall run in favor of either Developer or Association, depending upon from whom the Committee obtained the necessary funds to discharge the defaulting Owner. The Committee may record an Affidavit of Nonpayment in the office of the Register of Deeds of Reno County, Kansas, stating (a) the legal description of the Lot upon which the lien is asserted; (b) the name(s) of the Owner(s) of the Lot; and (c) the amount of the cost which is unpaid.

The lien created by the filing and recording of such affidavit shall be superior to all other charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon the Lot whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and accepting, only such liens for taxes and other public charges as are by applicable law made superior. Such lien may be foreclosed by the lien holder in the same manner as a mortgage lien upon the Lot in question.

Article III

Quail Ridge Home Owners Association Inc.

Association Purpose, Membership Voting Rights and Administration

Section 3.1 Purpose. The Association will be incorporated as a not-for-profit corporation organized under the laws of Kansas, and shall be responsible for the protection, alteration, improvement, maintenance, repair, administration, replacement of real property owned by the Association, including such action as is necessary for the assessment of expenses and other matters as shall come before it and the general operation of the Community.

Section 3.2 Membership. The Owner of each Lot shall be a member of the Association and shall remain a member for the period of his or her ownership of a lot. Each owner shall be entitled to one vote for each Lot owned by the Owner in the subdivision. When more than one Person owns a lot, the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any one lot. The Association Member must be an individual designated in writing by the Owner to be the member representative. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot. Developer shall also be a member of the Association for such period of time as Developer owns any Lot.

Section 3.3 Administration. The affairs of the Association shall be conducted by the Board with help from the ACC as herein provided in Article IV and in accordance with the Association Articles and Association Bylaws. Except for directors and ACC members elected by the Developer as provided for in Section 3.5, each board and any committee member shall be an Association member. The Board shall consist of no less than three (3) and no more than five (5) members.

Section 3.4 Board Powers. In order to be able to address specific matters relating to the administration, operation and development of, or other matters relating to, the Community, the Board shall be empowered to adopt, amend, or repeal such rules and regulations as it deems reasonable and appropriate (the “Rules”).

- A. The Rules may include the establishment of a system of fines and penalties enforceable as Special Assessments or otherwise.
- B. The Rules shall not be inconsistent with the terms of this Declaration.
- C. The Rules may not unreasonably or unlawfully discriminate among Association members.
- D. The Rules shall have the same force and effect as if they were set forth in and were part of this Declaration and shall be binding on the Owners and Association members, and all other Persons having any interest, or making any use of, the Association, whether not actually received thereby.

(e) The Rules, as adopted, amended, or repealed, shall be available at the principle office of the Association to each Owner, Association member, or other Person entitled thereto, upon request.

(f) Any conflict between any provisions of the Rules and any provisions of this Declaration, the provisions of the Rules shall be superseded.

Section 3.5 Initial Board, Initial ACC Committee and Election of First Board

A. The “Initial Board” of the association shall be composed of three (3) persons appointed by the Developer. Not later than sixty (60) days after fifty per cent(50%)of the Lots are deeded by Developer to third party purchasers, one (1) member of the appointed “Initial Board” shall resign and a new member shall be elected by Owners other than Developer.

B. The “Initial Board” shall serve until the “First Board” is elected by the Members. Election of the First Board shall be held in accordance with the By-Laws upon the earlier to occur of (i) two (2) years after the Developer or its successors and assigns cease to offer Lots for sale in the ordinary course of business; (ii) within sixty (60) days after Developer has conveyed, by deeds duly executed and recorded to third party purchasers, seventy-five percent(75 %) of all the lots created in the Project. Thereafter elections of Board members shall be held in accordance with the By-Laws.

C. The “Initial ACC Committee” shall be appointed by the developer. The initial “ACC Committee” will be in effect until the “First Board” is in place. Thereafter, the “ACC Committee” will be appointed by the Board.

Section 3.6 Duties of the Association Board

A. **Management Duties.**The Association Board shall be responsible for the exclusive management, control, maintenance and repair of the Reserve Areas and Entrance Area from and after the date Association acquires fee simple title thereto. All Lot mowing will be contracted thru the Association and bids from qualified Lawn Contractors for this service will be obtained and the Board will select the most qualified Contractor to perform this work.

B. Liability Insurance. From and after the date the Association acquires fee simple title to the Reserve and Entrance Areas, the Association shall maintain public Liability insurance thereon in such amounts and with such coverage as shall be required by the Board. Board shall have the power and authority to obtain insurance as it sees fit for the Association.

C. Non-Liability of Association/Board/President. Anything in this Declaration to the contrary notwithstanding, neither the Association nor any members of its Board nor any officer of the Association nor the Developer shall be liable to any Owner or Association member or other Person, if any risks or hazards are not covered by insurance or if the amount of insurance is not adequate, and it shall be the responsibility of each Owner to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner desires.

D. All funds received by the Association shall be held and applied for the common benefit of its members in accordance with the Bylaws of the Association. Association board duties will include taking such action as is necessary for the assessment of expenses, payment of losses, disposition of casualty insurance proceeds (if any), and other matters as provided in or contemplated by this Declaration, the Association Articles, the Association Bylaws, and the Association Rules or Design Standards.

E. Investment of Funds. The Board shall have the power and authority over Association funds to invest them and use them at Board discretion. (ex. special dinners, cards or flowers for association members).

Article IV

Architectural Control Committee (ACC)

Section 4.1 Architectural Control Committee. The Association shall have an architectural Control Committee (ACC) consisting of not less than three nor more than five persons, as specified from time to time by the Developers during periods in which the Developers have the right to appoint the members of the ACC pursuant to Article III, Section 3.5, and there after, by resolution of the Board. The initial committee shall be appointed by the Developers and may vary year to year.

Developers must fully relinquish their rights hereunder at such time as Developers shall cease to own any vacant Lots in the Addition. The Developers may relinquish here rights or any portion thereof under this paragraph to the Association at any time by advising the Association in writing of there intent to do so and in such event, the Association shall succeed to the duties of the ACC Committee. Upon Developers resignation from appointment duties of the committee, the first ACC Committee shall consist of (3) owners, to be selected by members of the Association for such terms as are established by the Association. Upon the death or resignation of any member of the Committee, the Association Board of Directors shall appoint a successor. Thereafter, members of the ACC shall be appointed by the Board of the Association. The ACC shall be empowered to utilize professional consultants as may be approved by the Board. The act of a majority of the Committee shall be binding, and the majority of the Committee may designate a representative to act for it. Board members may also serve on the ACC committee.

Section 4.2 Approval of Plans and Specifications.No residence, building, wall, fence or other structure or improvement shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein or thereto be made, until the plans and specifications showing the nature, materials, color scheme and location of the same shall have been submitted to and approved in writing as to harmony of external design, appearance and location in relation to surrounding structures and topography by the Committee. In connection therewith, the Committee is granted authority to adopt written guidelines as an aid to determine whether the necessary approval contemplated hereunder is withheld or granted. Such guidelines shall be made available to any Owner or prospective purchaser. Such guidelines may be altered, amended or repealed by the action of a majority of the Committee. The ACC shall be the sole arbiter of such plans and may withhold a written approval for any reason including purely aesthetic considerations. TheACC shall be able to stop any construction in violation of these restrictions stated throughout this Declaration. No Owner shall have the right to enjoin such action by the Committee based upon such Owner's prior reliance upon existing guidelines. In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after two sets of complete plans and specifications have been submitted to and received by it, approval will not be required and this Article will be deemed to have been fully complied with.

Article V

ASSESSMENTS

Section 5.1 Assessments. All of the Lots of the Members of the Association shall be subject to a monthly assessment charge to be paid by the respective Owners thereof to the Association monthly in advance of the 1st day of each month. Assessments shall commence to an Owner on the date when the residence on the lot is first occupied, and shall be prorated based upon a 365 day year and measured from the date the Owner has the right of possession. The Board of Directors of the Association may permit the assessment charge to be paid either annually or semi-annually or monthly.

Section 5.2 Determination of Regular Assessments. For each assessment year the Board of Directors of the Association shall, prior to April 1, determine the total amount to be raised by the assessment charges for the next succeeding year.

- A. The cost of services shall be prorated based on the size of each Lot. Common areas of the Association will not be assessed.
- B. Not later than 60 days prior to the beginning of each fiscal year of the Association, the Association shall make available for review by each Owner a pro forma operating statement or budget for the upcoming fiscal year, approved by the Board, estimating the total Common Expenses to be incurred by such Association for such fiscal year. The operating statement or budget shall also set forth the amount of the Regular Assessment to be paid by each Owner and the Association shall notify each Owner thereof.
- C. Assessments shall be for actual and estimated expenses for operating the Association and to be know as “Common Expenses”

Section 5.3 Special Assessments.

Special Assessments shall be levied by the Association against an Owner for:

A. If the Association subsequently determines that the total Regular Assessments for the current year are, or will become inadequate to meet all Common Expenses for whatever reason, the Association President shall then immediately determine the approximate amount of such inadequacy and, the approval of the Board, issue a

supplemental estimate of the Common Expenses and determine the revised amount of the Regular Assessment to be paid by each Owner for the balance of the year, and the date or dates due. Each Owner shall be notified of the additional amount required to be paid and the due date of such payment, and each Owner shall pay the additional amount when due. If the total Regular Assessments for a current year exceed the actual Common Expense, the Association may, at the discretion of the Board, retain such excess as an additional working capital or reserves, or reduce the amount of Regular Assessments for the next fiscal year.

- B.** Cost incurred in bringing an Owner or his Lot into compliance with the provision of this Declaration, The Association Articles or Bylaws, or the Rules.
- C.** Fines levied or fixed by the Board as provided herein.
- D.** Attorneys' fees, interest, and other costs or charges provided to be paid as, or which are incurred in connection with, a Special Assessment in accordance with this Declaration or the Rules.
- E.** Any other charge designated as a Special Assessment in this Declaration or the Rules.

Section 5.4 Use of Assessments. The assessments shall be used for the purpose of discharging the obligations and responsibilities of the Association as set forth in Article III. Assessments levied by the Association shall be used: (a) to promote the health, safety, and welfare of Owners; (b) to enhance the value of the Community; (c) to pay the costs of administration of the Association; (d) to pay all other Common Expenses; and /or (e) to otherwise further the interest of the Community, including but not limited to the cost of repair, replacement or additions thereto; and for the payment of taxes assessed against the Common Areas, the procurement and maintenance of insurance or any other needs as may arise at the discretion of the Association. The Association shall solicit competitive bids for the provision of services by the Association from contractors deemed reliable and competent to render such services.

Section 5.5 Interest on Delinquent Assessments. All assessment charges which shall remain unpaid thirty (30) days after they are due shall thereafter be subject to interest at the rate of 10% per annum.

Section 5.6 Personal Obligation for Assessments. It is expressly agreed that by the acceptance of title to any Lot, the Owner (not including thereby a mortgagee as long as it is not the Owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association all charges provided for herein which were then due and unpaid to the time of his acquiring the title and all such charges thereafter falling due during his ownership thereof. A certificate in writing issued by the Association or its agent shall be given on demand to any Owner or prospective purchases liable, or who may be liable, for said charges which shall set forth the status of said charges. This certificate shall be binding upon said parties.

Section 5.7 Lien for Delinquent Assessments. It is expressly understood and agreed that the assessment charges shall be a lien and encumbrance on the Lot with respect to which said charge is made from and after its due date, provided written notice in the form of an affidavit of nonpayment is recorded in the office of the Register of Deeds of Reno County, Kansas within 120 days of such due date. Such affidavit of nonpayment shall state (a) the legal description of the Lot upon which the lien is asserted; (b) the name (s) of the Owner(s) of the Lot; and (c) the amount of the assessment which is unpaid. The Lien created hereunder shall be superior to all other charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon the Lot whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and excepting only such liens for taxes and other public charges as are being applicable law made superior. Such lien may be foreclosed by the Association in the same manner as a mortgage lien upon the Lot in question.

Section 5.8 Extinguishment of Assessment Lien. The sale of any Lot pursuant to a decree of foreclosure of a first mortgage, or any transfer to the holder of a first mortgage in lieu of foreclosure thereof, shall extinguish the lien of any assessments which became due subsequent to the date such mortgage was recorded and prior to the date of such sale or transfer.

Section 5.9 Right of Association to Enforce Payment of Assessment. By the acceptance of title, each Owner shall be held to vest in the Association the right and power in its own name to take and prosecuted all suits, legal, equitable, or otherwise, which may in the opinion of the Association be necessary or advisable for the collection of such charge or charges.

Section 5.10 First Assessment Year. The first assessment year shall commence on January 1, 2015. Any Lot acquired from Developer subsequent to commencement of the first assessment year shall be subject to the pro rata payment of the stated assessment for the assessment year then in effect.

Section 5.11 Working Capital Contribution. Every Owner, at the time of acquisition of his or her Lot, shall make a one-time nonrefundable cash payment of Two Hundred Dollars (\$ 200.00) to the Association as a working capital contribution.

Section 5.12 Developers Exemption. Developers are herewith exempted from the payment of any working capital contributions or assessments to the Association during the period of Developer's ownership of any Lot or Lots.

Section 5.13 Reserves. The responsibility of the Board shall be only to provide for such reserves as such Board in good faith deems reasonable, and neither the Developer, the Board nor any member thereof shall have any liability to the Association, any Owner, or Association member, with regard to the adequacy of such reserves. At no time shall the reserve be less than ten percent (10 %) of the existing year's budget.

Article VI

Covenant Running with the Land

Section 6.1 Duration: The covenants and restrictions stated in this Declaration shall run with and bind the Properties for a term of 25 years from the date hereof, after which time they shall be automatically extended for successive periods of twenty- five (25) years.

Section 6.2 Amendments: Declarations may be amended by an instrument signed by Owners of not less than three-fourths (3/4) majority. Each Lot shall carry (1) vote for each deed on record, to alter, amend, or revoke the same in whole or in part. No amendment to these Declarations shall restrict or limit the rights retained by the Developer or ACC under these Declarations, including but not limited to, the right of architectural approval, without the ACC's written consent.

A. Any Amendment to these declarations shall only become effective when an instrument evidencing such change, and signed by the appropriate parties, has been filed with the Register of Deeds Office, Reno County, Kansas.

Section 6.3 Governing Law: This Declaration shall be construed under and governed by all laws of Hutchinson, Reno County Kansas, and the State of Kansas.

Article VII

Common Area Property Rights

Section 7.1 Owner rights. Every owner shall have non-exclusive right and easement of enjoyment in and to the Common Areas which shall be Appurtenant to and pass with the title of every Lot, Whether or not mentioned specifically in the deed to said Lot, subject to the provisions of this declaration, and the by-laws of the Association, including but not limited to the following,

- (a) The right of the Association to limit the use of the Common area to owner families and guests.
- (b) The right of the Association to suspend enjoyment rights of an Owner for any period during which any assessments against his Lot remains unpaid, or for any infraction of the Association's published rules and regulations.

Section 7.2 **Owner interest.** Every Owner shall have interest in all the property owned by the Association as is represented by the ratio of the number of Lots owned by said member to the total number of Lots in the Subdivision.

Section 7.3 **Common Area.** The common areas shall be conveyed to the Association by Developer after formation of Association or sooner at Developer's discretion.

Article VIII

Exemption of the Developer from Restrictions

Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of the Developer, its employees, agents and subcontractors, or parties designated by it in connection with the construction, completion, sale or leasing of the Lots, or any part of the Community owned by the Developer.

Article IX

Remedies

Section 9.1 General Remedies. In the event of any violation or default by any Owner, Occupant or other Person under the provisions of this Declaration, the Association, or the successors, assigns, or agents thereof, or the Developer, shall have each and all of the rights and remedies which may be provided for in this Declaration, or which may be available at law or equity, and may prosecute any action or other proceedings, against such defaulting Owner, Occupant, or other Persons for injunctive relief, for enforcement or foreclosure of any lien herein provided, for damages, specific performance, for judgment for payment of money and collection thereof, or for any combination of remedies.

Section 9.2 Expenses of Enforcement. All expenses of the Association of the Developer or other Person granted rights of enforcement hereunder, including court costs and reasonable attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest therein until paid at the judgment rate of interest, shall be charged to and assessed against such defaulting Owner, or other Person, and shall be a Special Assessment against such Owner or other Person, and the Association shall have a lien as provided in this Declaration.

Article X

Annexation of Additional Property

Section 10.1 Development of the Project. Additional real property may be annexed to and become subject to this Declaration as hereinafter set forth in this Article X at such time as the Developer may elect, without the consent or assent of the Association.

Section 10.2 Supplemental Declarations.

A Supplemental Declaration shall be writing in recordable form which annexes Annexation Property to this Declaration and which incorporates by reference all of the covenants, conditions, restrictions, easements and other provisions of this Declaration. Supplemental Declarations may contain such additions and modifications of the covenants, condition and restrictions contained in this Declaration as may be determined by the Developer in its sole discretion.

Article XI

Miscellaneous

Section 11.1 Successors and Assigns. Any reference in this Declaration to Declarant will include any successor or assigns of Declarant's rights and powers granted hereunder.

Section 11.2 Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provision of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of
this _____ day of _____, 2015.

Quail Ridge, Inc.

By: _____
Lynn E. Lackey, President/Director

Cheryl A. Lackey, Director

ACKNOWLEDGMENT

STATE OF KANSAS)
)ss:
COUNTY OF RENO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Lynn E. Lackey, the President of Quail Ridge, Inc, who executed the foregoing on behalf of said entity, being authorized so to do, for the purpose therein contained.

Notary Public

