

**AMENDED COVENANTS AND RESTRICTIONS
OF CENTRAL PARK ADDITION
CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS**

This **AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS**, is made effective the 21st day of December, 2007, by the Security Bank of Kansas City, hereinafter referred to as "Declarant," as the current owner of more than seventy-five (75) percent of the single-family Lots in the Central Park Addition.

WITNESSETH: That,

WHEREAS, the Covenants and Restrictions of the Central Park Addition to the City of Bel Aire, Sedgwick County, Kansas were made effective the 21st day of December, 2007; and

WHEREAS, Section 9.3 of said Covenants and Restrictions of the Central Park Addition to the City of Bel Aire, Sedgwick County, Kansas provides: "This Declaration may be amended by an instrument signed by the Owner(s) of not less than seventy-five (75) percent of the single-family Lots in the Central Park Addition and recorded in the office of the Register of Deeds of Sedgwick County, Kansas"; and

WHEREAS, this Declarant, in consultation with the officers of the existing association of homeowners within the Central Park Addition to the City of Bel Aire, Sedgwick County, Kansas, the existing covenants and restrictions amendments committee comprised of homeowners within the Central Park Addition to the City of Bel Aire, Sedgwick County, Kansas, and the City Council of the City of Bel Aire, Kansas, deems it advisable, desirable and appropriate to amend said Covenants and Restrictions of the Central Park Addition to the City of Bel Aire, Sedgwick County, Kansas in the following manner; and

WHEREAS, upon recording these Amended Covenants and Restrictions of the Central Park Addition to the City of Bel Aire, Sedgwick County, Kansas in the office of the Register of Deeds of Sedgwick County, Kansas, the Declarant deems it appropriate to mail a copy of the same to all of the current owners of the single-family Lots in the Central Park Addition except the Declarant.

NOW, THEREFORE, this Declarant hereby declares that the Covenants and Restrictions of the Central Park Addition to the City of Bel Aire, Sedgwick County, Kansas made effective the 24th day of January, 2007 are hereby amended to provide the following, to-wit:

WHEREAS, the Declarant is the owner of and contemplates the sale and transfer of various parcels and lots in the following described real estate situated in City of Bel Aire, Sedgwick County, Kansas to wit:

Block 1 Lots 1-16; Block 2 Lots; 1-21; Block 3 Lots 1-21; Block 4 Lots 1-38; Block 5 Lots 1-56; Block 6 Lots 1-8; Block 7 Lots 1-8; Block 8 Lots 1-32; Block 9 Lots 1-29; Block 10 Lots 1-8; Block 11 Lots 1-8; Block 12 Lots 1-8; Block 13 Lots 1-8; Block A Lots 1-7; Block B Lots 1-11; Block C Lots 1-2; Block 16 Lots 1-8; Block 17 Lots 1-8; Block 20 Lots 2-7; and in

the event reserve "A" and or reserve " B" is replatted and creates any new residential lots those will be included.

Excluded from these covenants and restrictions shall be the following parcels of land:

- Block 1, Lot 17 –Commercial and multifamily
- Block 18 – Government Complex
- Block 19 – Commercial 53rd & Rock Road
- Block 21 – Patio, Garden, etc. – 45th Street
- Block 22 – Commercial, etc. and Patio, Garden, etc.
- Block 23 – Office, apartments, etc.
- Block 24 – Patio, Garden, etc. – 45th Street
- Block 25 – Patio, Garden, etc. – 45th Street
- Block 26 – Patio, Garden, etc. – 45th Street
- Block 27 – Patio, Garden, etc. – 45th Street
- Block 28 – Patio, Garden, etc. – 45th Street
- Block 29 – Patio, Garden, etc. – 45th Street
- Block 30 – Patio, Garden, etc. – 45th Street
- Block 31 – Commercial, etc. - 45th Street& Rock Road
- Block 32 – Patio, Garden, etc. – 45th Street

ADDITIONAL LEGAL DESCRIPTION: The tract of land hereinafter referred to as the CENTRAL PARK ADDITION the City of Bel Aire, Sedgwick County, Kansas has the following pre-platting legal description, to-wit:

A tract of land legally described as the Northwest Quarter, the Northeast Quarter and the East half of the Southeast Quarter of Section 19, Township 26 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, containing approximately 388.97 acres.

AND, WHEREAS, such Declarant believes it advisable to establish protective covenants and restrictions which will preserve and protect the desirability, beauty and value of the above described property for the benefit of all the owners thereof and their heirs, personal representatives, successors and assigns; and

WHEREAS, it is the purpose and intention of Declarant that all lots and reserve areas in the Addition, shall be held and/or conveyed subject to the covenants, conditions and restrictions as hereinafter set forth; and

NOW, THEREFORE, Declarant hereby declares that the Addition shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding on all parties having the right, title, interest therein or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
GENERAL COVENANTS AND RESTRICTIONS**

SECTION 1.1 PURPOSE. The purpose of these covenants is to ensure the use of the property for residential purposes only, to prevent nuisances, to prevent the impairment of the charisma of the property, and to maintain the desired character of the community, and thereby to insure to each Lot owner the full benefit and enjoyment of their home, with no greater restriction on the free and undisturbed use of the lot than is necessary to insure the same advantages to the other Lot owners.

The Declarant has formed an “Architectural Design Committee” through the City of Bel Aire staff located at City Hall, Bel Aire, Kansas. All plans must have written approval from the Architectural Design Committee prior to construction of any kind.

Without the prior written approval of the Architectural Design Committee, no additional building or structure approved shall be used for any purpose other than that for which it was originally designed, and no used or previously constructed residence or building of any kind shall be moved or placed, either in sections or as a whole, upon a Lot.

SECTION 1.2 LAND USE AND BUILDINGS. Each lot shall be used as a site for a single-family dwelling for private residence purposes only, not to exceed two and one-half (2 ½) stories in height and a private garage containing no less than two parking spaces for the sole use of the owners or occupants of the Dwelling. Said garages shall not be used for rental purposes, although defined livable space outside of the parking space restrictions maybe occupied as an apartment or office by family members only. No underground homes are permitted.

None of the Lots may be improved, used, or occupied for other than the uses designated by the recorded plat thereof and most recent zoning code and other applicable regulations.

SECTION 1.3 MINIMUM FLOOR SIZE PLAN. The minimum square footage of living space of dwellings constructed in the development, exclusive of porches, terraces, garages, basements, etc, shall be Twelve-hundred (1,200) square feet footprint (ground floor) unless approved by the Architectural Design Committee. Dwellings are not required to have a basement but shall have an approved “safe room”.

SECTION 1.4 TEMPORARY STRUCTURES. Every lot is a residential lot and shall be used exclusively for single-family residential purposes; provided, however, that the Developer and approved Builders may retain a sales office until lots have been sold. Any temporary covering of a swimming pool, tennis court, patio, or otherwise shall be deemed a structure that is subject hereto.

SECTION 1.5 BUILDING HEIGHT. No dwelling containing more than two and one-half (2 1/2) stories, excluding basements, nor having a height in excess of thirty-five (35) feet, shall be erected, altered, or placed on a lot.

SECTION 1.6 LOTS. No lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise with out the approval of the Declarant and or the City of Bel Aire. Each

Owner shall maintain and keep his or her 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.

SECTION 1.7 ANTENNAS. No facilities, including poles and wires, for the transmission of electricity, telephone messages, and the like shall be placed or maintained above the surface of the ground on any Lot or Lots, and no external or outside antennas of any kind including satellite receiving antennas may be so maintained on any Lot or Lots, unless completely enclosed within the attic of the residence, except by Declarant during the construction period of any home. Notwithstanding the foregoing, certain satellite receiving antennas not to exceed 36 inches in diameter if appropriately screened and/or landscaped so that the same are not visible from the front of the property and not placed above the ridgeline of the roof, may be permitted if approved in writing by the Architectural Design Committee.

SECTION 1.8 VEHICLES AND PARKING. No recreational vehicles, boats, boat trailer, house trailer, semi-trucks, bus, specially equipped commercial vehicles or similar items shall be permanently or regularly parked or stored in the street or driveway. No vehicle shall be repaired or maintained on any street or driveway.

SECTION 1.9 FENCES. No fence or wall shall be erected on any Lot, except those specifically approved by the Architectural Design Committee. Privacy fences immediately adjacent to patios or decks that are appurtenant to a home shall be permitted upon the prior approval of the Architectural Design Committee. No fencing or walls shall be allowed to be constructed on the property line unless originally designed as part of the living unit and consistent with adjacent units. Hidden, (invisible buried electronic), fence shall not be installed over utility easements or Public Right of Ways.

SECTION 1.10 LAWNS AND TREES. All lawns shall be seeded or sodded prior to occupancy or within one (1) growing season. In the event that the homeowner fails to comply, the Developer has the right to seed or sod and all costs shall be the responsibility of the homeowner. Refer to landscape guidelines in the Architectural Design Manual. Lawns shall be mowed on a regular basis at a height not to exceed five (5) inches.

Owner shall remove no live tree having a diameter of two (2) inches or more (measured from a point two (2) feet above the ground level) from any Lot without the express written authorization of the Architectural Design Committee.

SECTION 1.11 ANIMALS. No birds, reptiles, animals, fowl or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted within the Addition without the express written consent of the Architectural Design Committee. As by City of Bel Aire ordinance, all dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site.

SECTION 1.12 SIGNS. No sign or other advertising device of any nature shall be placed upon any Lot except those specifically permitted by the City of Bel Aire.

SECTION 1.13 NO STORAGE; TRASH. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot, except building materials may be stored on a Lot during the course of construction of any approved structure.

If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, 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 persons making such pick-up. At all other times containers must be stored in, or within a structure or enclosure making said container invisible and odorless to any adjacent properties.

SECTION 1.14 PIPES. All piping shall be underground except temporary garden hoses no larger than one (1) inch in diameter.

SECTION 1.15 GARAGES. Garage doors shall be kept closed at all times except for purposes of entry, exit, or access for outdoor activities such as yard or property maintenance.

SECTION 1.16 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 neighborhood.

SECTION 1.17 MAINTENANCE OF DRAINAGE CHANNELS AND SWALES. Each Owner shall maintain, mow, and keep in good repair and condition any drainage channels and swales located on any Lot owned by such Owner, in accordance with the master drainage plan. Additionally, each owner of a Lot directly adjacent to any lake, pond or drainage basin shall maintain, mow, and keep in good repair and condition the area between said Lot and the adjacent bank of said lake, pond or drainage basin. No alteration or plants within said drainage channel or swale shall be permitted that alters, changes, impedes the intent of the Master Drainage Plan.

SECTION 1.18 LAUNDRY AND MACHINERY. No clothing lines or any other household fabric shall be permitted to be hung, maintained, or displayed outside of any building structure. No machinery shall be placed or operated upon any Lot except such machinery as is usual in the maintenance of a private residence.

SECTION 1.19 UTILITY SERVICE. All lines, wires, or other devices for the communication or transmission of electric current or power, including telephone, television, and radio signals, must be contained in conduits or cables installed and maintained underground or concealed in, under, or within structures.

SECTION 1.20 DRAINAGE. No Owner may interfere with or obstruct the drainage pattern over the Addition from or to any other Lot as may be established by the City of Bel Aire.

SECTION 1.21 REPAIR OF BUILDING. No building or improvement on the Addition shall be permitted to fall into disrepair. Each building and improvement must at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner.

SECTION 1.22 DECLARANT'S EXEMPTION. Nothing contained in this Declaration will be construed to prevent the construction, installation, or maintenance by Declarant or its agents of structures, improvements, or signs deemed necessary or convenient by Declarant, in its sole discretion, for the development or sale of property within the Addition.

SECTION 1.23 RESTRICTIONS NOT EXCLUSIVE. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases, or this Declaration shall be taken to govern and control.

SECTION 1.24 BASKETBALL GOALS. All basketball goals shall be clear or white and well maintained. No "homemade" basketball backboards or supports shall be permitted. No basketball goal may protrude into or above any public right-of-way or easement.

SECTION 1.25 RECREATION/PLAY EQUIPMENT. All recreation and play equipment shall be located in the rear of any Lot and placed no closer than fifteen (15) feet of any property line except for basketball goals not within any side yard or easement. All playground equipment installed on any Lot directly adjacent to any lake, pond or drainage basin must be previously approved by the Architectural Design Committee. A homeowner shall install all equipment in a manner which as the most minimal impact to adjacent owners.

SECTION 1.26 SWIMMING POOLS. There shall be no above ground swimming pools. Pool buildings or gazebos may be constructed within any rear yard setback area, provided that the same shall not exceed one (1) story in height and approved by the City of Bel Aire for code compliance and the Architectural Design Committee for architectural integrity.

SECTION 1.27 DOG RUNS. All dog runs must be in the rear yard on the back of the home and approved by the Architectural Design Committee.

Except, no dog runs may be erected and maintained in any rear yard which is directly adjacent to any lake, pond or drainage basin. No dogs shall be continually or regularly chained or staked in any yard.

SECTION 1.28 VEGETABLE GARDENS. All vegetable gardens shall be in the rear yards only, and shall not be visible to any adjacent lake, pond or drainage basin upon approval by the Architectural Design Committee.

SECTION 1.29 CHRISTMAS LIGHTS. No Christmas lights shall be installed before November 1 and lit before Thanksgiving and shall be taken down no later than February 1 of the following year.

SECTION 1.30 TENNIS COURTS. All tennis courts must be approved by the Architectural Design Committee.

SECTION 1.31 FLAGPOLES. All flagpoles not attached to a building structure must be first approved by the Architectural Design Committee.

SECTION 1.32 FIREWOOD. All firewood stacks in excess of two (2) cords shall be screened from view of neighboring Lots.

SECTION 1.33 YARD ART. All forms of sculpture and “yard art” shall be approved by the Architectural Design Committee.

SECTION 1.34 SWIMMING POOLS. All swimming pools shall be underground and approved by the Architectural Design Committee. Jacuzzis, hot tubs, etc. must be enclosed by privacy fence or wall and approved by the Architectural Design Committee.

ARTICLE II CONSTRUCTION

SECTION 2.1 REMOVAL OF DIRT. No addition or removal of dirt with approval of the Architectural Design Committee.

SECTION 2.2 ACCESS. During construction, no access to the building site shall be allowed over adjacent lots. If any damage is done to the adjacent lots, the building permit permittee of the home under construction shall restore or pay the Declarant for the restoration of said property to its pre-damaged condition.

SECTION 2.3 BUILDING GRADE. No owner shall grade his property in a manner inconsistent with the drainage plan established by Declarant as recorded on the Plat.

SECTION 2.4 ACCESSORY BUILDINGS. No independent or freestanding structures shall be allowed with the exception of a detached garage as depicted in the Central Park Design Guidelines with the approval of the Architectural Design Committee. All structures must be attached to the garage or house.

SECTION 2.5 EXTERIOR. All exterior wood surfaces on homes must be painted or stained and sealed. No vinyl shall be allowed. All four sides must be architecturally treated equally.

SECTION 2.6 PAD ELEVATIONS. Pad elevations and corner pins will be set by the Declarant’s engineer. Any deviation therefrom shall not be permitted. A spot survey shall be provided by the contractor following installation of the foundation prior to the construction of said building.

SECTION 2.7 ADDRESSES. The address of the home shall appear on the front wall visible and readable from the street and not to exceed six (6) inches in height.

SECTION 2.8 MAIL BOXES. Homeowners are responsible for maintaining the approved mailbox, column and concrete pad in the approved location. Two boxes on a shared column and pad will require both homeowners to maintain the assembly equally.

ARTICLE III MAINTENANCE

SECTION 3.1 MAINTENANCE OF LOTS AND IMPROVEMENTS; LIEN. Each Owner, other than Declarant, shall keep all Lots owned by such Owner, and all improvements therein or thereon, in good order and repair, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting or other appropriate exterior care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management.

SECTION 3.2 MASTER DRAINAGE PLAN; PRIVATE DRAINAGE SYSTEMS – VIOLATION AND ENFORCEMENT. As part of the planning process, there has been established for the Addition and all other portions of the Central Park Addition, a Master Drainage Plan, which plan includes appropriate surface drainage. Each Owner of a Lot and such Owner's builders shall be responsible for compliance therewith. Construction which impairs the drainage or violates the Master Drainage Plan must be remedied by such Owner at such Owner's expense. If in the opinion of the Architectural Design Committee, any Owner fails to perform the duties imposed by the preceding sentence, the Architectural Design Committee, after fifteen (15) days written notice to such owner to remedy such default, shall have the right, through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, repaint, remove, and restore such Lot or Lots or such improvements, and the cost thereof (hereinafter sometimes called the "Maintenance Charge") shall be a binding personal obligation of such Owner and the cost may mature into a lien enforceable in the same manner as a mortgage upon the Lot(s) in question in the following manner: the Architectural Design Committee may record an Affidavit of Non-payment of Maintenance Charge in the office of the Register of Deeds in Sedgwick County, Kansas, stating: (a) the legal description of the Lot upon which the lien is claimed, (b) the name(s) of the Owner(s) of the Lot, and (c) the amount of the Maintenance Charge which is unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien 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 by applicable law made superior. Owners may install private surface drainage water systems on such Lots in accordance to City of Bel Aire code. Any liability to third parties arising from any failure to maintain and repair such private surface water drainage systems shall be that of such Owner.

SECTION 3.3 SUMP PUMP COLLECTOR LINE. Installed by the developer in utility easements shall be maintained by the City of Bel Aire for 10 years. From the point of connection onto the collector line to the structure on each lot shall be maintained by the homeowner.

Damaged lines within parcel boundaries including the collector line if damaged by roots from any source originating within, landscaping, activity by the homeowner or agent including but not limited to planting trees, digging in and around the collector line, or to cause damage to, will be monetarily responsible to reimburse the city. The City of Bel Aire has the right to redesign, alter location, or abandon parts or sections of this system if deemed necessary.

ARTICLE IV ARCHITECTURAL CONTROL

SECTION 4.1 APPROVAL REQUIRED. No residence, building, fence or other structure or improvement shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition be made thereto until plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to the City of Bel Aire and approved. All required permits must be obtained from the City of Bel Aire prior to construction. Central Park Design Guidelines shall be used as a reference to approve the various design standards and issues.

SECTION 4.2 FORM OF PLANS AND SPECIFICATIONS. Such plans and specifications shall be in such form and shall contain such information as may be required by the City of Bel Aire, but in any event shall include: (a) detailed plans showing elevations of all sides, detailed specifications and a site plan of the Lot showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot, including proposed front, rear and side setbacks, of all structures, the location thereof with reference to structures on adjoining portions of the Lot, and the number and location of all parking spaces and driveways on the Lot; and (b) a grading plan for the particular Lot showing the building pad elevation and the Lot corner elevations. The City of Bel Aire requires a building permit with plan approval.

SECTION 4.3 RETENTION OF APPROVED PLANS AND SPECIFICATIONS. Upon approval by the Architectural 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 Architectural Design Committee, and if an extra copy of such plans and specifications are provided then the second set bearing such approval, in writing, shall be returned to the applicant submitting the same. The Architectural Design Committee records will become the City of Bel Aire's permanent records that have and will continue to allow construction in the Central Park Addition, until such time the City of Bel Aire is removed from the Design Committee and no longer obligated to enforce architectural design.

SECTION 4.4 REMOVAL AND ALTERATION OF STRUCTURES; LIEN. (a) If any structure shall be altered, erected, placed or maintained upon the Lot, or any new structure construction commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Design Committee pursuant to the provisions of this Article, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein, and, upon written notice from the Architectural Design Committee, any such structures so altered, erected, placed, or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

(b) 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 Architectural Design Committee shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the cost thereof shall be a binding, personal obligation of such Owner and the cost may mature into a lien (enforceable in the same manner as a mortgage) upon the Lot(s) in question in the following manner: The Architectural Design Committee may record an Affidavit of Nonpayment of Removal or Alteration Charges in the office of the Register of Deeds of Sedgwick County, Kansas, stating: (I) the legal description of the Lot upon which the lien is claimed, (II) the name(s) of the Owner(s) of the Lot, and (III) the amount of the Removal and Alteration Charges which are unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien 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 or other public charges as are by applicable law made superior.

(c) In the event a lien is obtained pursuant to this Section and thereafter the Removal or Alteration Charges plus interest at the rate of twelve (12) percent per annum shall be fully paid, the Architectural Design Committee shall within ten (10) days following payment file with the Register of Deeds of Sedgwick County, Kansas, an affidavit of Payment of Removal or Alteration Charges which Affidavit shall: (I) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which has been satisfied, (II) state the legal description of the Lot affected, and (III) state the name(s) of the Owner(s) of the Lot. The recording of the Affidavit of Payment of Removal or Alteration Charges shall be conclusive evidence to any purchaser or encumbrancer or as to any title insurer or title examiner that the pre-existing lien has been fully and completely released and discharged.

(d) In the event of any transfer, sale or assignment of any Lot or Lots to a bona fide purchaser, and in the event that no Affidavit of Nonpayment of Removal or Alteration Charges has been recorded as provided in this Section prior to such transfer, sale or assignment, any such Affidavit filed subsequent to the above referenced transfer, sale or assignment shall be invalid and unenforceable.

SECTION 4.5 COMPLETION DATE. All homes must be started within sixty (60) days of lot purchase and completed twelve (12) months after commencement of building and shall not be occupied prior to being completed and upon approval of inspection by the City of Bel Aire and the receipt of an "Occupancy Permit" by said City of Bel Aire. Prior to occupancy, unless approved by the City of Bel Aire for an "extension of cause" and the posting of any appropriate bond for one hundred (100) percent coverage of the required landscape for said lot as outlined in the Landscape Design Guide section 8.00-9.03 contained in the Architectural Design Guide booklet and as approved by the Architectural Design Committee.

SECTION 4.6 CERTIFICATE OF COMPLIANCE. Upon completion of the construction, remodeling, or alteration of any structure in accordance with plans and specifications approved

by the Architectural Design Committee, it shall, upon written request of the Owner thereof, issue a Certificate of Compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed, and stating that the plans and specifications, the location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such Certificate shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer or title examiner, such Certificate shall be conclusive evidence that all structures on the Lot, and the use or uses described therein, comply with all the requirements of this Declaration as to which the Architectural Design Committee exercises any discretionary or interpretive power.

SECTION 4.7 RIGHT OF INSPECTION. The Architectural Design Committee or 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 Architectural Design Committee, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

SECTION 4.8 NO LIABILITY. Neither the Architectural Design Committee, nor any 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 or functions under this Article.

SECTION 4.9 ARCHITECTURAL DESIGN COMMITTEE. The Architectural design committee consists of City Administrator, Zoning Administrator, Sales Agent under contract with the City of Bel Aire and a Homeowner appointed by the HOA. When 100% of the lots are sold, The Committee shall be comprised of 3 Central Park homeowner's appointed by the HOA board. Upon the death or resignation of any member of the Architectural Design Committee, Declarant shall appoint a successor, unless at such time, Declarant has relinquished its rights hereunder as hereinafter provided. In such event, the Architectural Design Committee shall have full authority to designate a successor. The act of a majority of the Architectural Design Committee shall be binding, and the majority of the Architectural Design Committee may designate a representative to act for it. Upon request to the Declarant, the names of the Architectural Committee and the Architectural Design Guide will be made available to requesting party. Declarant shall retain its rights hereunder until the same are relinquished to the Owners and or the City of Bel Aire. Declarant may relinquish its rights or any portion thereof under this paragraph to the Owners and or the City Of Bel Aire by advising the Owners in writing of its intent to do so and in such event, the Owners and or the City of Bel Aire shall have the authority of Declarant under this paragraph. Declarant and or the City of Bel Aire shall fully relinquish its rights hereunder at such time as Declarant and or the City of Bel Aire shall cease to own any Lots in the Addition.

**ARTICLE V
ENFORCEMENT**

SECTION 5.1 ENFORCEMENT. The Declarant, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**ARTICLE VI
REPLAT**

SECTION 6.1 REPLAT. Declarant shall have the right, power and authority to replat any or all of the Addition. The Declarant shall decide if lots resulting from such replat shall be subject to this Declaration.

**ARTICLE VII
RELEASE-LAKE**

SECTION 7.1 LAKE. Certain Lots adjoin or are in the vicinity of the Central Park Addition lakes. There are inherent dangers associated with a lake, pond or drainage basin, including but not limited to injury or damage caused by boating, fishing, and swimming activities. Each grantee of the Declarant or of any Owner of a Lot, by the acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each invitee, tenant, family member, successor and assign, hereby agree to and releases Declarant from all liability whatsoever relating to injury or damage sustained as a result of a lake, pond or drainage basin, and its use or its proximity to his or her Lot. All fencing, dog runs, vegetable gardens and landscaping plans for lake lots must be approved by the Architectural Design Committee.

**ARTICLE VIII
CENTRAL PARK HOMEOWNERS ASSOCIATION**

SECTION 8.1 There shall be formed a non-profit corporation named the Central Park Homeowners Association, whose purpose is to ensure the Central Park neighborhood, including the common areas and recreational facilities, are maintained and operated in a manner consistent with the normal and reasonable expectations and standards of both the developer and the members as specified by the provisions of this document.

SECTION 8.2 The acquisition of a single-family residential lot within said Central Park Addition shall automatically carry with it a membership in said non-profit corporation, with all of the liabilities and benefits of such membership. Said non-profit corporation may also annually levy an assessment on each single-family residential lot excluding lots owned by the City of Bel Aire and or the Declarant and any lots actively being built on that have yet to receive a Certificate of Occupancy within said Central Park Addition. Said annual assessment on each

single-family residential lot within said Central Park Addition shall not exceed \$252.00 for the year 2006. This annual amount shall not exceed five (5) percent per annum increase whether or not assessed. All assessments shall be due and payable upon written notification to the owner of said single-family residential lot by said non-profit corporation. Any unpaid assessments shall become a lien against such single-family residential lot by the filing of a notice of non-payment of assessment in the office of the Register of Deeds of Sedgwick County, Kansas against each single-family residential lot on which an assessment is due and unpaid.

SECTION 8.3 The developer recognizes that until a certain level of occupancy is reached in the Central Park neighborhood, the Central Park HOA will not have the financial resources, nor the means, to maintain the neighborhood or recreational facilities to the high standards desired mutually by the HOA and the developer as described in this document. Therefore, there shall be negotiated in good faith between the HOA Board of Directors and the developer, or their representatives, and agreed to in written form, a letter of understanding entitled "Central Park's Transition of Assets, Terms and Conditions". This document will house a transition plan that will describe in detail the conditions that must exist for the full transfer of assets and responsibilities, as well as an agreement for the sharing of costs and responsibilities, until such conditions are fulfilled.

ARTICLE IX MISCELLANEOUS

SECTION 9.1 SUCCESSORS AND ASSIGNS. Any reference in this Declaration to "Declarant" will include any successors or assignees of Declarant's rights and powers. Any assignment will be evidenced by a recorded instrument executed by Declarant and its successor or assignee.

SECTION 9.2 SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

SECTION 9.3 TERM AND ENFORCEMENT. This Declaration, as amended from time to time, shall run with and bind the land for a term of twenty (20) years from the date of its recordation, after which time it shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended by an instrument signed by the Owner(s) of not less than seventy-five (75) percent of the single family Lots in the Central Park Addition and recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

ENFORCEMENT. Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain a violation or to recover damages. In the event of litigation to enforce these conditions, covenants and restrictions, the non performing party or the party violating any of the conditions, covenants and restrictions shall reimburse the Developer and/or Owners for all out-of-pocket expenses, including actual attorneys' fees and court costs, incurred in enforcing these conditions, covenants, and restrictions.

SECTION 9.4 ADDITIONAL RIGHT OF AMENDMENT. Anything in Section 9.3 to the contrary notwithstanding, Declarant, without the vote of the Owners, reserves the right to amend this Declaration if requested or required by the FHA, VA, FMHA, or any other agency with whom Declarant elects to do business as a condition precedent to the Agency's approval of this Declaration or by any federally chartered lending institution as a condition precedent to lending funds upon the security of any Lot or purchasing loans secured by any Lot. Any amendment will be effected by Declarant recording a Certificate of Amendment duly executed and acknowledged by Declarant specifying the agency or the lending institution requesting the amendment and setting forth the requested or required amendment. Recordation of this Certificate will be deemed conclusive proof of the agency's or institution's request or requirement, and the Certificate, when recorded, will be binding upon all of the Addition.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of this 21st day of DECEMBER 2007.

SECURITY BANK OF KANSAS CITY

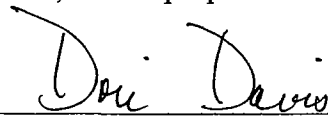
By: 

ACKNOWLEDGEMENT

STATE OF KANSAS)
)ss:
COUNTY OF SEDGWICK)

The foregoing instrument was acknowledged before me this 21st day of December, 2007 by Shawn Hoebener, Security Bank of Kansas City, who executed the foregoing on behalf of the bank, being authorized so to do, for the purpose therein contained.




Notary Public

My Appointment Expires: 8/31/11