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Sedgwick County Kansas
Tonya Buckingham,
Register of Deeds
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**THE AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS
OF CERTAIN LOTS WITHIN CENTRAL PARK ADDITION CITY
OF BEL AIRE, SEDGWICK COUNTY, KANSAS**

This **AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS**, is made effective the 3rd day of April, 2025, by the signed approval of not less than seventy-five (75) percent of the Owners of certain single family Lots in the Central Park Addition, as defined below.

WITNESSETH: That,

WHEREAS, the “Covenants and Restrictions of Central Park Addition City of Bel Aire, Sedgwick County, Kansas” dated January 24, 2007 and recorded in the Sedgwick County, Kansas real estate records were amended and superseded in its entirety by the “Amended Covenants and Restrictions of Central Park Addition City of Bel Aire, Sedgwick County, Kansas,” dated December 21, 2007 (“the December 2007 Declaration”), which was then partially amended by amendments dated as of December 16, 2009, February 16, 2010, and February 18, 2010;

WHEREAS, the owners of not less than seventy-five (75) percent of the following Lots have deemed it advisable, desirable and appropriate to amend and restate the December 2007 Declaration in the following manner, thereby superseding the same as to the following portion of Central Park Addition, Bel Aire, Sedgwick County, Kansas:

Block 1 Lots 1-16; Block 2 Lots 1-21; Block 3 Lots 1-21; Block 4 Lots 1-38; Block 5
Lots 41-56; Block 10 Lots 1-8; Block 11 Lots 1-8; Block 12 Lots 1-8; Block 13 Lots
1-8 (the “Subject Lots”).

WHEREAS, for clarity, the amendments cited hereinabove dated as of December 16, 2009, February 16, 2010, and February 18, 2010, as they apply to the Subject Lots, are deemed null and void;

WHEREAS, for clarity, the Subject Lots and Common Area (defined below) are commonly known as The Park and The Village;

WHEREAS, upon recording this Amended and Restated Declaration of Covenants and Restrictions of Certain Lots Within 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 Board deems it appropriate to mail a copy of the same to all of the Subject Lots;

WHEREAS, 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 Subject 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 Subject Lot owners; and

WHEREAS, those above-described Subject Lots in the Central Park 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 any right, title, interest therein or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof;

NOW, THEREFORE, by the signed approval of not less than seventy-five (75) percent of the Owners of the above-described single family Subject Lots, a record of which is retained by the Association and available for examination upon written request of an Owner, the December 2007 Declaration is hereby amended and superseded in its entirety with respect to the Subject Lots to provide the following, to-wit:

ARTICLE I ASSOCIATION MEMBERSHIP AND VOTING RIGHTS; DEFINITIONS

Section 1.01. ASSOCIATION. The Association shall be organized as a non-profit corporation named the Central Park Homeowners Association ("the Association"), whose purpose is to ensure the Subject Lots covered by this Declaration, and the Common Areas as defined in this Declaration, are maintained and operated in a manner consistent with the normal and reasonable expectations and standards of the Members as specified by the provisions of this Declaration.

Section 1.02. MEMBERSHIP. Membership in the Association shall be mandatory for each person or entity who or which has record ownership of a fee or undivided fee interest in any Lot. Each such owner is hereinafter referred to as an "Owner."

Section 1.03. DEFINITION OF "MEMBER." "Member" shall be defined as every person or entity who is an Owner, including any Owners who have sold their interest under executory contract. During such time as such contract is in force, the contract vendee shall also be considered to be a Member.

Section 1.04. DEFINITION OF "LOT." "Lot" shall be defined as those specific numbered lots constituting the Subject Lots as set forth in the recorded plat of Central Park Addition; provided that where property has been attached or detached from any Lot, the enlarged Lots and/or the diminished Lots shall be deemed to be a "Lot." Two or more Lots which are combined into a single homesite shall be deemed to be two or more (whatever the case may be) Lots for the purpose of computing both voting rights and liability for assessments hereunder.

Section 1.05. VOTING RIGHTS. There shall be one (1) vote for each Lot.

Section 1.06. BOARD OF DIRECTORS. All actions of the Association shall be taken on its behalf by its Board of Directors ("the Board"), unless otherwise specified by this Declaration, and except for when a vote of the Members is specifically required by this Declaration, the Articles of Incorporation, or the Bylaws.

Section 1.07. "ADDITION," "CENTRAL PARK ADDITION," and "CENTRAL PARK NEIGHBORHOOD" shall mean the Subject Lots and Common Area which are subject to this Amended and Restated Declaration as of the date hereof within Central Park Addition, City of Bel Aire, Sedgwick County, Kansas, as the same has been replatted from time to time.

Section 1.08. "COMMON AREA" shall mean the green space located within the right-of-way running along Woodlawn Avenue, the entrance signs and entrance walls, the flower beds under the entrance signs, the entrance median, and the median along East Central Park Avenue between Lake Breeze Court and North Yorkshire Street. Specifically excluded from Common Area is the sidewalk running along Woodlawn Avenue, the area of green space within the cul-de-sac that is part of E. Central Park Ave. and St. James Street, and the lighting for the entry monuments along Woodlawn Avenue. Nothing in this Section should be construed as a claim to ownership of any real property.

ARTICLE II GENERAL COVENANTS AND RESTRICTIONS

SECTION 2.1. LAND USE AND BUILDINGS. Each Lot shall be used for a single family dwelling for private residence purposes only. Private garages shall be used by the owners or occupants of the dwelling and shall not be used for rental purposes, although defined livable space outside of the parking space restrictions may be 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 2.2 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 2.3 STRUCTURES. Every Lot shall be a residential lot and shall be used exclusively for single-family residential purposes. Any deviation therefrom must be pre-approved in accordance with the procedures set forth in Article V of this Declaration.

SECTION 2.4 BUILDING HEIGHT. No dwelling containing more than two and one-half

(2 ½) stories, excluding basements, nor having a height in excess of thirty-five (35) feet, shall be erected, altered, or placed on a Lot.

SECTION 2.5 DIVISION OF LOTS. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise.

SECTION 2.6 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, and no external or outside antennas of any kind including satellite receiving antennas may be so maintained on any Lot, unless completely enclosed within the attic of the residence, except during the construction period on 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 Lot and not placed above the ridgeline of the roof, may be permitted if approved in writing by the Architectural Design Committee.

SECTION 2.7 NO BUSINESSES ALLOWED. Except as authorized by the Board or its designee in accordance with the procedures set forth in Article V of this Declaration, no retail, wholesale, manufacturing or repair business of any kind, nor so-called home occupations, shall be permitted on any Lot except any Lot that may be used for a model home or for a real estate sales office.

SECTION 2.8 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, alleyway or in the open on any Lot or driveway. No vehicle shall be repaired or maintained on any street, alleyway or driveway.

SECTION 2.9 FENCES. No fence or wall shall be erected on any Lot, except those specifically approved by the Architectural Design Committee. Privacy fences are prohibited. Hidden (invisible buried electronic) fence shall not be installed over utility easements or public right of ways.

SECTION 2.10 LAWNS AND TREES. As soon as practicable but no later than nine months after occupancy, the Owner shall sod or seed a Fescue grass lawn (or other grasses which are approved by the Architectural Design Committee). The Owner must also plant at least twelve (12) perennial shrubs and/or bushes and at least two (2) trees, with the trunk of each tree being a minimum of two inches (2") in diameter, on

such Lot. In the event that the Owner fails to comply, the Association has the right to seed, sod, or plant to bring the Lot into compliance with this section, and all costs thereof shall be the responsibility of the Owner. Such costs may mature into a lien enforceable in the same manner as set forth in Section 4.3 of this Declaration.

Each 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 2.11 ANIMALS. No birds, reptiles, animals, or insects shall be kept or maintained on any Lot except for domestic and companionship purposes. Under no circumstances shall

any commercial or agricultural business enterprise involving the use of animals be conducted on a Lot 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 2.12 SIGNS. No sign or other advertising device of any nature shall be placed upon any Lot except as may be provided herein and except for the usual and customary real estate broker signs advertising a Lot as "for sale," the usual and customary political signs (no more than 45 days prior to an election), the usual and customary security system signage, signage relating to a specific personal event (such as a graduation or birthday) that is in place for no longer than 30 days, and the usual and customary signs advertising a garage sale. The Association may, in its discretion, adopt rules and regulations relating to signs. The Association may remove nonconforming signs upon three (3) days' written notice to the Owner, such removal to be at the cost of said Owner.

SECTION 2.13 STORAGE AND 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 and the evening prior, at such place on the Lot so as to provide access to persons making such pickup. At all other times containers must be stored in the garage, in the rear of the home or within a permanent enclosure in a manner that most reasonably minimizes visibility and odors to adjacent properties.

SECTION 2.14 PIPES. All piping shall be underground except temporary garden hoses no larger than one (1) inch in diameter.

SECTION 2.15 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 2.16 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 2.17 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 2.18 LAUNDRY AND MACHINERY. No clothing lines or any other household fabric shall be permitted to be hung, maintained, or displayed in the open on any Lot. No machinery shall be placed or operated upon any Lot except such machinery as is usual in the

maintenance of a private residence.

SECTION 2.19 UTILITY SERVICE. All lines, wires, or other devices for the communication or transmissions 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 2.20 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 2.21 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 must be previously approved by the Architectural Design Committee. An Owner shall install all permitted equipment in a manner which has the most minimal impact to adjacent Owners.

SECTION 2.22 SWIMMING POOLS. All swimming pools shall be approved by the Architectural Design Committee prior to the commencement of construction. 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. Jacuzzis, hot tubs, etc. must be enclosed by privacy fence or wall and approved in advance by the Architectural Design Committee.

SECTION 2.23 DOG RUNS. All dog runs must be in the rear yard on the back of the home and approved in advance by the Architectural Design Committee. No dog run 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. Refer to the Architectural Design Guidelines for further information.

SECTION 2.24 VEGETABLE GARDENS. All vegetable gardens shall be in the rear yards only and shall be in compliance with the Architectural Design Guidelines.

SECTION 2.25 CHRISTMAS LIGHTS. No Christmas lights shall be installed before November 1 and lit before November 15. No Christmas lights shall be lit after January 15. All Christmas lights shall be taken down no later than March 1.

SECTION 2.26 COURTS. All tennis courts, pickleball courts, sport-courts, and any similar sports surfaces must be in the rear yard on the back of the home and approved in advance by the Architectural Design Committee.

SECTION 2.27 FLAGPOLES. All flagpoles not attached to a building structure must first be approved by the Architectural Design Committee.

SECTION 2.28 FIREWOOD. All firewood stacks in excess of two (2) cords shall be screened from view of neighboring Lots.

SECTION 2.29 YARD ART. All forms of sculpture and other “yard art” must be approved in advance by the Architectural Design Committee.

SECTION 2.30 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. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, or this Declaration shall be taken to govern and control.

ARTICLE III CONSTRUCTION

SECTION 3.1 BUILDING GRADE. No Owner shall grade his property in a manner inconsistent with the Master Drainage Plan as approved with the Central Park Addition Plat.

SECTION 3.2 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. All exterior paint or stain colors must be approved in advance by the Architectural Design Committee.

SECTION 3.3 ADDRESSES. The address of the home shall appear on the front wall visible and readable from the street and not to exceed seven (7) inches in height.

SECTION 3.4 MAILBOXES. All mailboxes shall comply with the Architectural Design Guidelines mailbox suggestion and must be located in the approved location. Each Owner is responsible for the maintenance of their respective mailbox. Mailboxes on a shared column and pad require both Owners to maintain the assembly equally.

ARTICLE IV MAINTENANCE

SECTION 4.1 MAINTENANCE OF LOTS AND IMPROVEMENTS; LIEN. Each Owner 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 lawns, the pruning and cutting of all trees and shrubbery, the painting, staining, 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. If, in the opinion of the Architectural Design Committee, any Owner fails to perform such duties, the Association, upon approval by the Board and no fewer than 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 involved and to repair, maintain, repaint, remove, and restore such Lot or such improvement, and the cost thereof (the “Maintenance Charge”) shall be a binding personal obligation of such Owner and the cost may mature into a lien enforceable against the Lot in question in the manner set out in Section 4.3 below.

SECTION 4.2 MASTER DRAINAGE PLAN; PRIVATE DRAINAGE SYSTEMS. As part of the planning process, there has been established for the Subject Lots and all other portions of

the Central Park Addition, a certain drainage plan ("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 that impairs the drainage or violates the Master Drainage Plan must be remedied by such Owner at such Owner's expense. Owners may install private surface drainage water systems on such Lots in accordance with the 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 4.3 ENFORCEMENT; LIEN. If in the opinion of the Board or its designee, any Owner fails to perform the duties set forth in this Article, the Architectural Design Committee, after fifteen (15) days written notice to such Owner to remedy such default, the Association shall have the right, through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, remove, and restore such Lot or Lots or such improvements, and the cost thereof (hereinafter sometimes also called the "Maintenance Charge") shall be a binding personal obligation of such Owner and such cost may mature into a lien enforceable in the same manner as a mortgage upon the subject Lot in the following manner: the Board or its designee 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 of the Owner 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. The lien shall accrue interest at a rate of 15% per annum. This is not the sole remedy for the failure to comply with the maintenance requirements contained in this Article IV. The Board may pursue other remedies at law or in equity as provided for herein, including, but not limited to, fines and other remedies provided for in section 9.4, below.

ARTICLE V ARCHITECTURAL CONTROL

SECTION 5.1 APPROVAL REQUIRED. No residence, building, fence, enclosure, 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, and approved by, the Architectural Design Committee. In the event the Architectural Design Committee fails to approve or disapprove an application for approval within thirty (30) days after said application has been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All required permits must be obtained from the City of Bel Aire prior to construction. The Central Park HOA Design Guidelines shall be used as reference when an application is submitted for approval.

SECTION 5.2 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 Architectural Design Committee, 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 references 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.

SECTION 5.3 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 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 shall retain a copy of such plans and specifications, as approved, for no less than ten (10) years.

SECTION 5.4 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 re-altered, 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, upon approval of the Board, 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 fifteen (15) 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 or sale 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 or sale, any such Affidavit filed subsequent to the above referenced transfer or sale shall be subordinate in priority to the interest acquired by the bona fide purchaser.

SECTION 5.5 COMPLETION DATE. The construction of homes upon each Lot shall commence within sixty (60) days of Lot purchase, shall be completed no more than twelve (12) months after commencement of building construction, and shall not be occupied prior to being completed and upon approval of inspection by the City of Bel Aire and the issuance of an "Occupancy Permit" by the City of Bel Aire.

SECTION 5.6 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, the Architectural Design Committee shall, upon written request of the Owner thereof, issue a Certificate of Compliance in a 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 5.7 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 provision 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 5.8 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 function under this Article.

SECTION 5.9 ARCHITECTURAL DESIGN COMMITTEE. The Architectural Design Committee may, subject to the approval of the Board, develop and promulgate the Central Park HOA Design Guidelines to establish construction and design criteria and aesthetic standards. The Architectural Design Committee shall consist of three (3) Owners who are appointed by

the Board to serve a two-year term. In the event of the death or resignation of any member of the Architectural Design Committee, the Board shall appoint a successor. The act of a majority of the Architectural Design Committee shall control and the majority of the Architectural Design Committee may designate a representative to act for it. However, any Member or Owner subject to a decision of the Architectural Design Committee may appeal such decision to the Board in writing. The decision by the majority of the Board shall be binding. Upon request to the Board, the names of the Architectural Design Committee and a copy of the Central Park HOA Design Guidelines will be made available to requesting party.

ARTICLE VI ENFORCEMENT

SECTION 6.01. RIGHT TO ENFORCE. The Board, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, including the authority to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs, subject to reimbursement, of any such action or other enforcement procedure, provided however, only the Board shall have the right to enforce the liens provided for in this Declaration.

SECTION 6.02. NO WAIVER. Failure by the Board, or any Owner, to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 6.03. ATTORNEY FEES AND COSTS. The Board, or any Owner, shall have the right to include in such action a claim for a reasonable sum for attorney's fees and all other expenses reasonably incurred in enforcing the rights, terms, provisions, covenants, conditions and restrictions hereunder. This Article shall not be construed to limit the Association's right to collect attorneys' fees and any other expenses reasonably incurred in enforcing its rights as otherwise may be provided in this Declaration and applicable law.

ARTICLE VII LIABILITY RELEASE

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 a Lot, by the acceptance of a deed, and each purchaser under any contract for a deed of conveyance, and each invitee, family member, successor and assign, hereby agree to and releases the Association 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.

ARTICLE VIII ASSESSMENTS

Section 8.01. ANNUAL ASSESSMENT. The Association may annually levy an assessment on each Lot, excluding only those Lots which have not yet been developed and those Lots

which are actively being built on that have yet to receive a Certificate of Occupancy.

Section 8.02. MAXIMUM ANNUAL ASSESSMENT. The Board may fix the annual assessment at an amount which shall not exceed \$315.97 for the year 2024. This annual amount shall not exceed ten (10) percent per annum increase whether or not assessed. Notwithstanding the foregoing, the annual assessment for any year may be increased by more than ten (10) percent but only by an affirmative vote of two-thirds (2/3) of the votes of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

Section 8.03. ASSOCIATION DUTIES/USE OF FUNDS. The assessment fund shall be used for such of the following purposes as the Board shall determine necessary and advisable: for improving and maintaining the Common Area and other property of the Association; for planting trees and shrubbery and the care thereof; for expenses incidental to the proper operation and maintenance of any recreational facilities located within the Common Area; for constructing, purchasing, maintaining, or operating any community service including publishing a directory of the membership of the Association; for purchase of insurance; for doing any other thing necessary or advisable for the general welfare of the Members; for expenses incidental to the enforcement of these restrictions; for the payment of operating expenses of the Association; or for any other purpose within the purposes for which the Association is incorporated. The Board shall be obligated to expend such portion of the assessment fund as shall be necessary in order to maintain the Common Area in a first-class condition and shall not have the authority to reduce standards of maintenance below such level without the vote of two-thirds (2/3) of all Members of the Association.

Section 8.04. PAYMENT OF ASSESSMENT. All assessments shall be due and payable upon written notification to the Owner of said Lot by the Association.

Section 8.05. SPECIAL ASSESSMENTS. In addition to the annual assessments authorized above, the Board may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that, any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose. The Board may also levy a special assessment necessitated by an emergency. Any special assessment necessitated by an emergency shall be adopted and become effective in accordance with the terms of K.S.A. 58-4620(c) and amendments thereto.

Section 8.06. INTEREST ON DELINQUENT ASSESSMENTS. All assessment charges which shall remain due and unpaid sixty (60) days after they are due shall thereafter be subject to interest at the rate of fifteen percent (15%) per annum.

Section 8.07. PERSONAL OBLIGATION AND ASSESSMENT LIEN. Any annual assessment or special assessment levied under this Article shall be a binding personal obligation of such Owner and shall become a lien against such 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 Lot on which an assessment is due and unpaid.

Section 8.08. SUBORDINATION OF ASSESSMENT LIEN. The lien provided for herein

shall be subordinate to the lien of any valid first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot or Owner from liability for any assessments owed or thereafter becoming due.

Section 8.09. ENFORCEMENT OF PAYMENT. The Association shall have the right to collect a reasonable sum to reimburse it for its attorneys' fees and any other expenses reasonably incurred in enforcing its rights hereunder. In addition, at its discretion, the Association shall have the right to sue to seek such reimbursements. By the acceptance of title, each Owner shall be held to vest in the Association the right and power in his or her own name to take and prosecute all suits, legal, equitable, or otherwise, which may be necessary or advisable for the collection of such charge or charges.

ARTICLE IX MISCELLANEOUS

SECTION 9.1 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 9.2 TERM. 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.

SECTION 9.3 AMENDMENT. Amendments to this Amended and Restated Declaration shall be proposed and adopted in the following manner:

- a) NOTICE. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment shall be considered.
- b) RESOLUTION. A resolution adopting a proposed amendment may be proposed by either the Board or by petition signed by no less than 25% of the membership of the Association. Unless otherwise specified in this Declaration, such proposed amendment must be approved by not less than two-thirds (2/3) of the Members of the Association. Such votes may be cast in person or by proxy.
- c) CERTIFICATION; RECORDING. In the event the notice provision above is satisfied, and such proposed amendment is approved by the requisite number of votes, a copy of such amendment shall be certified by the Board as having been duly adopted and shall be effective when filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

SECTION 9.4 ENFORCEMENT. Enforcement of this Declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provision herein, either to restrain a violation or to recover damages or both. In the event of litigation to enforce the provisions of this Declaration, the non-performing party or the party violating any of the conditions, covenants and restrictions shall reimburse the Association and/or Owners for all reasonable out-of-pocket expenses, including attorneys' fees and court costs, incurred

by such enforcement.

SECTION 9.5. FINES. The right to enforce provided in this Declaration shall give the Association, on a vote of no less than two-thirds (2/3) of the Board of Directors, the authority to levy a fine against any Owner who is in violation of any provision of this Declaration. In no event shall any fine exceed an amount equal to three (3) times the annual assessment per year for any single violation, and in no event shall any fine exceed an amount equal to six (6) times the annual assessment per year in the aggregate for multiple violations. No fine shall be imposed without twenty (20) days' written notice to any such Owner (i) identifying the violation, (ii) providing instructions on how to cure the violation, and (iii) specifying the amount of the fine to be levied in the event the Owner(s) fail to take reasonable steps to cure such violation within the twenty-day period. The Board may develop and promulgate a fee schedule upon approval of no less than two-thirds (2/3) of the Board. This provision in no way restricts the Association's right to bring any proceeding at law or in equity for violations of this Declaration or the By-Laws and in no way limits the association's ability to seek its attorneys' fees and any other expenses reasonably incurred in enforcing its rights hereunder. Any fine levied under this provision shall be a binding personal obligation of such Owner and may mature into a lien enforceable in the same manner as a mortgage upon the Lot.

SECTION 9.6 ADDITIONAL RIGHT OF AMENDMENT. Any provision herein to the contrary notwithstanding, the Association, 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 Association 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 the Association recording a Certificate of Amendment duly executed and acknowledged by a representative of the Board 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 Subject Lots.

IN WITNESS WHEREOF, having achieved the signed approval of not less than seventy-five (75) percent of the Owners of the Subject Lots, the Board of Directors of the Central Park Homeowners Association has executed this Declaration as of this 3rd day of April, 2025.

CENTRAL PARK HOMEOWNERS ASSOCIATION

By:  _____

Name: Ruth Tieszen

Title: Chairman

ACKNOWLEDGEMENT

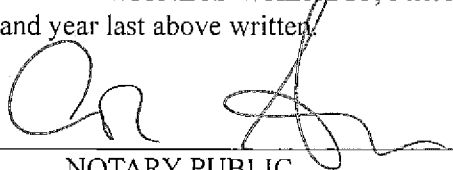
STATE OF KANSAS)

) ss:

SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 3 day of April, 2025, before me, a Notary Public in and for the County and State aforesaid, came, Ruth Tieszen, Chairman of Central Park Homeowners Association, a Kansas non-profit corporation, to me personally known to be the same person who executed the within instrument of writing in such capacity, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I hereunto set my hand and affix my official seal, on the day and year last above written.



NOTARY PUBLIC

My Commission Expires:

