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Sedgwick County Kansas
Tonya Buckingham
Tonya Buckingham,
Register of Deeds
Electronically Submitted Document

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

This Rental Amendment to the Second Amended Covenants and Restrictions of Central Park Addition City of Bel Aire, Sedgwick County, Kansas (this "Rental Amendment") is made this 20 day of August, 2026, by the Central Park Homeowners Association (the "Association") on behalf of the Owners and for itself, its successors, grantees and assigns.

WITNESSETH:

WHEREAS the Covenants and Restrictions of Central Park Addition City of Bel Aire, Sedgwick County, Kansas dated January 24, 2007, were executed by Declarant and recorded with the Sedgwick County Register of Deeds at Doc.#/Flm-Pg: 28852684 (the "Original Declaration"); and

WHEREAS, subsequently, Declarant executed and recorded with the Sedgwick County Register of Deeds an instrument entitled "Amended Covenants and Restrictions of Central Park Addition City of Bel Aire, Sedgwick County, Kansas" dated December 21, 2007 and recorded at Doc.#/Flm-Pg 28948440 (the "Amended Declaration") which amended and superseded the Original Declaration in its entirety and excluded a portion of the land which was subjected to the Original Declaration; and

WHEREAS, the Amended Declaration was amended on February 16, 2010 by an instrument titled "February 16, 2010 Amendment To Covenants And Restrictions of Central Park Addition City of Bel Aire, Sedgwick County, Kansas" and filed of record with the Sedgwick County Register of Deeds on February 26, 2010 at Doc.#/Flm-Pg: 29125060; and

WHEREAS, the Amended Declaration was amended again on May 20, 2021 by an instrument titled "May 2021 Amendment To The Amended Covenants And Restrictions of Central Park Addition City of Bel Aire, Sedgwick County, Kansas" and filed of record with the Sedgwick County Register of Deeds on May 21, 2021 at Doc.#/Flm-Pg: 30061500, covering the real property (and improvements thereon) legally described on Exhibit "A" thereto; and

WHEREAS, the Amended Declaration was amended and superseded in its entirety on April 3, 2025, by an instrument titled "Amended Covenants and Restrictions of Certain Lots within Central Park Addition City of Bel Aire, Sedgwick County, Kansas" and recorded as Document # 2025-011312(the "Current Declaration"); and

WHEREAS, Section 9.3 of the Current Declaration provides that the Current Declaration may be amended if approved by an affirmative vote of not less than two-thirds (2/3) of the Members of the Association; and

WHEREAS, the Members of not less than two-thirds (2/3) of the Association have voted to approve an amendment to the Current Declaration that prohibits the short-term rental or leasing of residences on Lots.

NOW THEREFORE, having obtained the approval of not less than two-thirds (2/3) of the Members of the Association, the Current Declaration is hereby amended to include the following provision:

SECTION 2.31. RENTAL PROHIBITION.

(a) As used in this Section, a "Short-Term Rental" means any rental, lease, or license of a residence, or any portion thereof, for a period of thirty (30) consecutive days or fewer. As of the effective date of this Amendment, the Short-Term Rental of a residence, or a portion of a residence, is prohibited. Without limitation, this prohibition applies to any Short-Term Rental that is entered into directly by the Owner, or by or through any broker or agent of the Owner.

(b) The prohibition in subsection (a) above does not apply if, by majority vote, the Board of Directors, in its sole discretion, grants a waiver of this prohibition for hardship purposes or otherwise, to any Owner who submits a request for a waiver in writing. The Board of Directors is authorized, but is not required, to create and publish rules or guidelines as it deems necessary or desirable to be used when considering a request for a waiver under this section.

(c) Residences that, as of the date of the recording of this Amendment, can demonstrate that the Lot was lawfully and actively used for short-term rental purposes prior to the effective date of this Amendment shall be defined as "Grandfathered Units." Grandfathered Units shall be exempt from the Short-Term Rental restrictions of subsection (a) and (b) above for as long as they meet the following conditions:

1. Non-Transferability. The Grandfathered Unit shall be subject to the restrictions in subsection (a) above upon the transfer of title to the Lot (including by sale, gift, or inheritance), except transfer to a revocable trust for the benefit of the same Owner.
2. No Expansion. The Grandfathered Unit shall not be expanded or intensified beyond its historical scope, including increasing occupancy limits or use of additional structures.

(d) Owners of Short-Term Rentals shall comply with all applicable laws, zoning, and licensing requirements, and reasonable association rules, including noise, parking, and nuisance restrictions. Reasonable Association rules for Grandfathered Units shall not include restrictions that materially restrict use of the Grandfathered Units beyond its

historical scope prior to the recording of this Amendment or subsequent regulations and zoning limitations adopted by local governing bodies.

(e) The failure of any Owner to comply with this Section shall be an event of default under this Declaration and shall permit the Board of Directors to proceed directly against the defaulting Owner and/or the residence as permitted by this Declaration and any applicable rules and regulations of the Association.

(f) It is the intent of the Association that this Section 2.31 complies with all federal and state laws. In the event a portion of Section 2.31 is determined or considered to be in violation of law, it shall be deemed modified to comply with such law, or stricken, and the remaining provisions herein shall survive.

Except herein expressly amended, the Current Declaration and recorded amendments and restrictions thereto are hereby ratified and confirmed.

The Board hereby certifies this Amendment as having been duly adopted and effective when recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

Capitalized terms used herein shall have the meaning assigned to them by the Current Declaration and amendments thereto unless otherwise expressly defined herein.

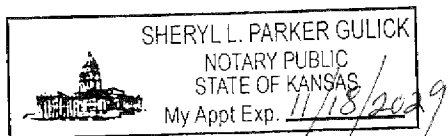
IN WITNESS WHEREOF, this instrument is executed as of the date first written above.

Central Park Homeowners Association

By: [Signature]
Print: Ruth L Tieszen
Title: President

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on Aug. 20, 2026, by Ruth Tieszen, as President of the Board of Directors of the Central Park Homeowners Association, a Kansas not-for-profit corporation.



Sheryll Parker Gulick
Notary Public
My appointment expires: 11/18/2029