

**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.

