

**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 53<sup>rd</sup> & Rock Road
- Block 21 – Patio, Garden, etc. – 45<sup>th</sup> Street
- Block 22 – Commercial, etc. and Patio, Garden, etc.
- Block 23 – Office, apartments, etc.
- Block 24 – Patio, Garden, etc. – 45<sup>th</sup> Street
- Block 25 – Patio, Garden, etc. – 45<sup>th</sup> Street
- Block 26 – Patio, Garden, etc. – 45<sup>th</sup> Street
- Block 27 – Patio, Garden, etc. – 45<sup>th</sup> Street
- Block 28 – Patio, Garden, etc. – 45<sup>th</sup> Street
- Block 29 – Patio, Garden, etc. – 45<sup>th</sup> Street
- Block 30 – Patio, Garden, etc. – 45<sup>th</sup> Street
- Block 31 – Commercial, etc. - 45<sup>th</sup> Street& Rock Road
- Block 32 – Patio, Garden, etc. – 45<sup>th</sup> 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 6<sup>th</sup> 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.

