



Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29125061

Receipt #: 1740649
Pages Recorded: 5
Cashier Initials: KV

Recording Fee: \$24.00
Authorized By:

Date Recorded: 2/26/2010 3:45:26 PM



After Recording Return To:
Ty Lasher, City Administrator
City of Bel Aire
7651 East Central Park Ave.
Bel Aire, KS 67226

**FEBRUARY 18, 2010 AMENDMENT TO
COVENANTS AND RESTRICTIONS OF CENTRAL PARK ADDITION
CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS**

This February 18, 2010 Amendment to Covenants and Restrictions of Central Park Addition City of Bel Aire, Sedgwick County, Kansas (“**Amendment**”) is executed effective February 18, 2010, by Security Bank of Kansas City (“**Declarant**”).

RECITALS:

A. 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 in the Sedgwick County real estate records at DOC.#/FLM-PG: 28852684 concerning real estate *located in a portion of the real property platted as Central Park Addition to the City of Bel Aire, Sedgwick County, Kansas* (the “**Original Declaration**”);

B. Subsequently, Declarant executed and recorded in the Sedgwick County real estate records an instrument entitled “Amended Covenants and Restrictions of Central Park Addition City of Bel Aire, Sedgwick County, Kansas” dated December 21, 2007 (the “**Current Declaration**”) which amended and replaced the Original Declaration in its entirety and *excluded a portion of the land which was subjected to the Original Declaration*. The Current Declaration was recorded at DOC.#/FLM-PG: 28948440 in the Sedgwick County, Kansas real estate records;

C. The Current Declaration was amended by the February 16, 2010 Amendment to Covenants and Restrictions of Central Park Addition City of Bel Aire, Sedgwick County, Kansas as recorded in the Sedgwick County real estate records (with the Current Declaration, as so amended being hereafter referred to collectively herein as the “**Central Park Declaration**”);

D. Portions of the land referenced in the Original Declaration and Central Park Declaration has been replatted or otherwise modified in accordance with applicable land subdivision laws, rules and regulations so that a legal descriptions of such land now differs from the legal descriptions used in the Original Declaration and the Central Park Declaration;

E. As of the date hereof, Declarant is the Owner of not less than seventy-five (75%) of the single-family Lots in Central Park Addition to the City of Bel Aire, Sedgwick County, Kansas and pursuant to Section 9.3 of the Central Park Declaration, Declarant continues to have the right to amend such instruments; and

F. Declarant desires to further amend the Central Park Declaration as provided below.

NOW, THEREFORE, the Central Park Declaration is hereby further amended by Declarant as follows:


1. The Central Park Declaration is hereby amended to remove the Lots, Common Area and other land described on Schedule 1 hereto from the Central Park Declaration in its entirety, and such removed land shall no longer be subject to the Central Park Declaration or the Original Declaration in any respect.

2. For clarification, as a result of the removal of the land described on Schedule 1 hereto and the removal of land by previous amendments to the Original Declaration and the Current Declaration, the only Lots and Common Area which remain subject to the Central Park Declaration are described on Schedule 2 hereto. The terms Lots and Common Area, as used in the Central Park Declaration, shall exclusively refer to the Lots and Common Area described on Schedule 2 hereto.

3. Except as provided herein, the Central Park Declaration shall remain in full force and effect with its prior terms and provisions.

IN WITNESS WHEREOF, the Declarant has executed this Amendment the day and year first above written.

SECURITY BANK OF KANSAS CITY

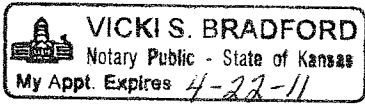
By: 
Name: SHAWN T. HOEBENER
Title: VICE PRESIDENT & TRUST OFFICER

STATE OF KANSAS)
)
COUNTY OF Sedgwick)

SS:

BE IT REMEMBERED, that on this 19th day of February, 2010, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Shawn Hoebener, duly authorized VP + Trust Officer of Security Bank of Kansas City, Kansas City, Kansas (the "Bank"), a state banking corporation duly organized under the banking laws of the State of Kansas, who is personally known to me to be the same person who executed the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

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



Vicki Bradford
NOTARY PUBLIC

My Appointment Expires:

4-22-11

Schedule 1

Lots and Common Area Removed from Central Park Declaration

The Lots and Reserves contained in the land currently platted as Central Park 3rd Addition, Bel Aire, Sedgwick County, Kansas.

The Lots and Reserves in land currently platted as Central Park 4th Addition (the "4th Addition"), Bel Aire, Sedgwick County, Kansas.

The portion of Reserve "F" which is not listed on Schedule 2 hereto as continuing to be part of the Common Area and Reserves "C," "E" and "K"; together with street and alley rights-of-way therein or contiguous thereto, each located in Central Park Addition, City of Bel Aire, Sedgwick County, Kansas.

The Lots 1-40, inclusive, Block 5; Lots 1-8, inclusive, Block 6; and Lots 1-8, inclusive, Block 7; together with street and alley rights-of-way therein or contiguous thereto, all located in Central Park Addition, City of Bel Aire, Sedgwick County, Kansas.

The Lots and Reserves contained in Elk Creek Addition, City of Bel Aire, Sedgwick County, Kansas.

The Lots contained in Blocks 18, 19, 22 and 23, Central Park Addition, City of Bel Aire, Sedgwick County, Kansas.

Block
C & 20

Schedule 2**Lots and Common Area Remaining Subject to Central Park Declaration**

Lots 1-16, inclusive, Block 1; Lots 1-21, inclusive, Block 2; Lots 1-21, inclusive, Block 3; Lots 1-38, inclusive, Block 4; Lots 41-56, inclusive, Block 5; Lots 1-8, inclusive, Block 10; Lots 1-8, inclusive, Block 11; Lots 1-8, inclusive, Block 12; and Lots 1-8, inclusive, Block 13; and the Common Area described as (i) the portion of Reserve "B" which has not been replatted in Central Park 4th Addition, Bel Aire, Sedgwick County, Kansas and (ii) the portion of Reserve "F" which is contiguous to any of the foregoing Lots or Reserves, together with all alley rights-of-way therein or contiguous thereto, all in Central Park Addition, Bel Aire, Sedgwick County, Kansas.



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After Recording Return To:
Ty Lasher, City Administrator
City of Bel Aire
7651 East Central Park Ave.
Bel Aire, KS 67226

**FEBRUARY 16, 2010 AMENDMENT TO COVENANTS AND RESTRICTIONS
OF CENTRAL PARK ADDITION
CITY OF BEL AIRE, SEDGWICK COUNTY, KANSAS**

This February 16, 2010 Amendment to Covenants and Restrictions of Central Park Addition City of Bel Aire, Sedgwick County, Kansas (“**Amendment**”) is executed effective February 16, 2010, by Security Bank of Kansas City (“**Declarant**”).

RECITALS:

A. 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 in the Sedgwick County real estate records at DOC.#/FLM-PG: 28852684 concerning a portion of the real estate platted as Central Park Addition to the City of Bel Aire, Sedgwick County, Kansas (the “**Original Declaration**”);

B. Subsequently, Declarant executed and recorded in the Sedgwick County real estate records an instrument entitled “Amended Covenants and Restrictions of Central Park Addition City of Bel Aire, Sedgwick County, Kansas” dated December 21, 2007 (the “**Current 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. The Current Declaration was recorded at DOC.#/FLM-PG: 28948440 in the Sedgwick County, Kansas real estate records;

C. As of the date hereof, Declarant is the owner of not less than seventy-five (75%) of the single-family Lots in Central Park Addition to the City of Bel Aire, Sedgwick County,

Kansas and pursuant to Section 9.3 of the Current Declaration Declarant continues to have the right to amend such instrument; and

D. Declarant desires to amend the Current Declaration as provided below.

NOW, THEREFORE, for good and valuable consideration:

1. Current Declaration Supersedes Original Declaration. The Current Declaration amended and superseded the Original Declaration.

2. Certain Terms Defined. Certain terms contained in the Current Declaration are undefined therein and shall have the meaning described below:

A. **“Addition”** or **“Central Park Addition”** or **“Central Park neighborhood”** shall mean the Lots and Common Area which are subject to the Current Declaration as of the date hereof within Central Park Addition, Bel Aire, Sedgwick County, Kansas, as the same has been replatted from time-to-time.

B. **“Central Park HOA”** or **“HOA”** shall mean the Central Park Homeowners Association, a Kansas corporation.

C. **“Common Area”** or **“common area”** shall mean each reserve subject to the Current Declaration.

D. **“Cul-de-sac Green Space”** shall mean the planting area within the cul-de-sac which is a part of Central Park Avenue and St. James Street.

E. **“Lot”** or **“lot”** shall mean each platted lot which is subject to the Current Declaration, as hereafter amended; provided, that where land has been attached or detached from any lot the enlarged or diminished lot shall be deemed to be a single lot hereunder.

F. **“Owner”** shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot. The term **“homeowners”** as used in the Current Declaration refers to “Owners.”

3. Deletion of Additional Legal Description. The provisions entitled **“ADDITIONAL LEGAL DESCRIPTION”** provided on page 2 of the Current Declaration are hereby deleted in their entirety. The Current Declaration pertains only to the Lots and Common Area referenced herein and not to any other portion of Central Park Addition, Bel Aire, Sedgwick County, Kansas.

4. Article I “General Covenants and Restrictions” contained in the Current Declaration is hereby amended to add the following Section thereto:

“Section 1.35 **POOL MEMBERSHIPS.** Each calendar year, the HOA shall pay to the City of Bel Aire (**“City”**) an annual family membership fee for all Lots on which a residence has been substantially completed.

Such family membership fee shall permit the use of the swimming pool facility owned by the City and located in Central Park by the Owner of each Lot, all in accordance with rules and regulations adopted by the City from time-to-time. One-half (1/2) of such payment shall be delivered to the City on or before February 1st and the other one-half (1/2) shall be paid on June 1st of each calendar year; provided, if a residence is substantially completed on a Lot other than the 1st day of a calendar year, such family membership fee payment shall be prorated for the 1st partial year and paid by the HOA to the City within five (5) business days following the substantial completion of such a residence. For the calendar year 2010, the annual family membership fee shall be One Hundred Fifty Dollars (\$150.00) which fee may be increased by the City, in its discretion, up to ten percent (10%) for each subsequent calendar year.”

5. Section 2.1 **“REMOVAL OF DIRT”** in the Current Declaration is amended to delete the only sentence contained in such Section and to substitute the following:

“No addition to, or removal of, dirt shall be made regarding any Lot without the prior written approval of the Architectural Design Committee.”

6. Section 2.4 **“ACCESSORY BUILDINGS”** in the Current Declaration is hereby amended to substitute “without” for the word “with” appearing in the third line of such Section. *Detached Garage requires approval*

7. Article II **“CONSTRUCTION”** in the Current Declaration is hereby amended to add the following Section:

“Section 2.9 **REQUIREMENT TO PLANT LAWN, ETC.** As soon as practicable after completion of a residence on a Lot, the Owner shall sod or plant a lawn and 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.”

8. The language contained in Section 3.3 **“SUMP PUMP COLLECTOR LINE”** is hereby deleted in its entirety and the following is substituted therefor:

“Sump pump collector mainlines have been installed by Declarant within utilities easements and shall be maintained by the City for a period of ten (10) years following the recordation of the Original Declaration. The Owner of each Lot shall maintain, repair and replace the collector line serving such Owner’s Lot and the improvements thereon from the point of connection of such collector line into the sump pump collector mainline, including any damage resulting to the collector line due to roots from trees or other landscaping at any location; any activity by the Owner or anyone on such Owner’s behalf; and/or from digging in or around the collector line. Additionally, Owner’s of the Lots shall reimburse the City for any damage to the sump pump collector mainline caused by such Owner

or any contractor or other party on behalf of Owner. The City shall have the right from time-to-time to redesign, alter, relocate or abandoned all or any portion of the sump pump collector mainline as it deems necessary. The City is a third-party beneficiary of the obligations of the Owners contained in this Section 3.3.”

9. Section 8.3 of the Current Declaration is hereby deleted in its entirety and there shall be no further transition plan between the City and Central Park Addition.


10. Article VIII “Central Park Homeowners Association” is hereby amended to add the following new Section:

“Section 8.4 **MAINTENANCE OF CERTAIN AREAS.** The HOA shall irrigate, fertilize, mow and otherwise maintain and care for the Common Area; the Cul-de-sac Green Space; the portion of the Woodlawn Avenue road right-of-way between the western boundaries of the Lots abutting Woodlawn Avenue and the curb and/or other street improvements associated with Woodlawn Avenue, so that the same shall remain in a good appearance at all times. The assessments received by the HOA pursuant to the Current Declaration shall be utilized, in part, for the purpose(s) described in this Section 8.4.”

11. Except as provided herein, the Current Declaration shall remain in full force and effect with its prior terms and provisions.

IN WITNESS WHEREOF, the Declarant has executed this Amendment the day and year first above written.

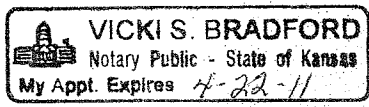
SECURITY BANK OF KANSAS CITY

By: 
Name: SHAWN T. HOEBENER
Title: VICE PRESIDENT & TRUST OFFICER

STATE OF KANSAS)
)ss:
COUNTY OF Sedgwick)

BE IT REMEMBERED, that on this 17th day of February, 2010, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Shawn Hoebner, duly authorized VP + Trust Officer of Security Bank of Kansas City, Kansas City, Kansas (the "Bank"), a state banking corporation duly organized under the banking laws of the State of Kansas, who is personally known to me to be the same person who executed the within instrument on behalf of said Bank, and such person duly acknowledged the execution of the same to be the act and deed of said Bank.

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



Vicki Bradford
NOTARY PUBLIC

My Appointment Expires:

4-22-11