

SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
APPLICABLE TO A PART OF KAPPELMAN'S BEL AIRE HEIGHTS,  
AND ADDITION TO SEDGWICK COUNTY, KANSAS

BILL NEEK  
REGISTER OF DEEDS

*Jeffrey  
Deputy*

This Second Amendment to Declaration of Covenants, Conditions and Restrictions Applicable to a Part of Kappelman's Bel Aire Heights, and Addition to Sedgwick County, Kansas, made on the date hereinafter set forth by Chester-Kappelman Group, Inc., formerly known as Chester-Kappelman-Gaudreau, Inc.:

W I T N E S S E T H :

WHEREAS, the Declaration of Covenants, Conditions and Restrictions Applicable to a Part of Kappelman's Bel Aire Heights, an Addition to Sedgwick County, Kansas (herein "the Covenants"), were filed with the Register of Deeds of Sedgwick County, Kansas, at Film 453 at Page 989; and

WHEREAS, said Covenants were amended on January 25, 1983 which amendment was filed at Film 565, Pages 624-625 with the Register of Deeds of Sedgwick County, Kansas; and

WHEREAS, certain conditions have made it necessary to again amend said Declaration; and

WHEREAS, pursuant to Article XV of said Declaration, Chester-Kappelman Group, Inc., formerly known as Chester-Kappelman-Gaudreau, Inc., has the power to amend said Declaration in its sole discretion by an instrument in writing signed by Chester-Kappelman Group, Inc., formerly known as Chester-Kappelman-Gaudreau, Inc., and filed of record, setting forth such amendment;

NOW THEREFORE, Chester-Kappelman Group, Inc., formerly

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known as Chester-Kappelman-Gaudreau, Inc., hereby declares that the Declaration of Covenants, Conditions and Restrictions Applicable to a Part of Kappelman's Bel Aire Heights, an Addition to Sedgwick County, Kansas, is amended as follows:

ARTICLE IV, Sections 1, 2 and 4 are deleted in their entirety and inserted in its place are the following:

Section 1. All of the Lots located within and comprising the Properties shall be subject to an annual assessment charge to be paid by the respective Owners thereof, to the Association annually and in advance prior to the 1st day of March, in each year, commencing with January 1 of the year following occupancy of the first residential structure located in the Properties. In addition to the annual assessment, each first Owner of a Lot, not, however, including Declarant, shall pay an original charge of \$100.00 to the Association.

Section 2. Each year the Board of Directors of the Association shall, prior to January 1, determine the total amount of money needed by the Association for the next succeeding year. The amount so determined shall be divided by the total number of votes attributable to the Class A and Class B Members collectively, including the members who at the time may not be in good standing. The result of such division shall be known as the "assessment unit". The annual assessment applicable to the Owner of each Lot shall be computed by multiplying the "assessment unit" by the number of votes attributable to such Owner by virtue of his ownership of such Lot, even if such Owner is not a member in good standing at such time; provided, however, and regardless of the

provisions of ARTICLE II Section 3 hereof, Declarant, for the purpose of computing its annual assessments hereunder, shall be treated as having two (2) votes for each single family residential Lot and one (1) vote for each multifamily residential Lot Owned by it. Should the Board of Directors of the Association at any time determine in its sole discretion that the assessments levied are or may prove to be insufficient, or in the event of emergencies, the Board of Directors shall have the authority to levy additional assessments as it shall deem to be necessary against the Owners of all Lots, excluding Declarant.

Section 4. Notice in writing of the amount of each annual assessment charge attributable to each Lot shall be delivered to or mailed to the owner or owners of each Lot (if mailed, then to their last address shown on the records of the Association), no later than January 15 of each year. All assessment charges which shall remain due and unpaid after they are due, shall thereafter be subject to interest at the rate of ten percent (10%) per annum.

ARTICLE VI, Section 1 is deleted in its entirety and inserted in its place is the following:

Section 1. Approval Required. No building, fence, landscape scheme, wall, roof or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein or thereto be made until the plans and specifications showing the nature, kind, size, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to the aforesaid and as to

harmony of external design and location in relation to surrounding structures and topography by CHESTER-KAPPELMAN-GAUDREAU, INC., its agents, assignees or successors. In the event CHESTER-KAPPELMAN-GAUDREAU, INC. fails to approve or disapprove such plans and specifications have been submitted to and received by it, approval will be deemed to have been given.

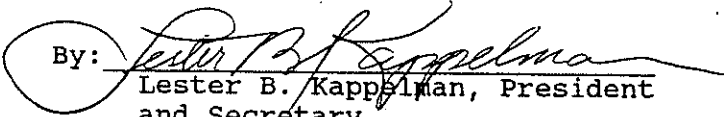
ARTICLE IX, Section 6 is deleted in its entirety and inserted in its place is the following:

Section 6. Requirement to Plant Lawn and Trees, Shrubs or Bushes. As soon as practicable after completion of a residence on a Lot, and no longer than twelve (12) months from said date, the Owner thereof shall plant a lawn on such lot and at least fifteen (15) perennial shrubs, bushes or trees on the side of the residence facing the street.

IN WITNESS WHEREOF, the undersigned, being the original Declarant in the above described Declaration of Covenants, Conditions and Restrictions Applicable to a Part of Kappelman's Bel Aire Heights, an Addition to Sedgwick County, Kansas, has executed this Second Amendment to the original Declaration as of this 5<sup>th</sup> day of June, 1998.

CHESTER-KAPPELMAN GROUP, INC.  
 formerly known as Chester-Kappelman-  
 Gaudreau, Inc.

By:

  
 Lester B. Kappelman, President  
 and Secretary

STATE OF KANSAS )  
 ) SS:  
COUNTY OF SEDGWICK )

BE IT REMEMBERED that on this 5<sup>th</sup> day of June, 1998, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came LESTER B. KAPPELMAN, President and Secretary of Chester-Kappelman Group, Inc., formerly Chester-Kappelman-Gaudreau, Inc., who is personally known to me to be the same person who executed the above and foregoing instrument, and such person duly acknowledged the execution of the same for and in behalf of said company.

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

Debra K. Hashbarger  
Notary Public

My Appointment Expires:

11-21-99



Lot 30, Block 5, in Kappelman's Bel Aire Heights, an Addition to Sedgwick County, Kansas

And

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 1; Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, Block 2; Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 14, Block 3; Lots 1, 2, 3, 4, 8, 11, 12, 13 and 14, Block 4; Lots 1, 2, 3, 4, 6, 8, 9 and 10, Block 5; and Lot 1, Block 9, all in Kappelman's Bel Aire Heights, an Addition to Sedgwick County, Kansas.