



Sedgwick County
Register of Deeds - Tonya Buckingham

Doc. #/Flm-Pg: 30283902

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Pages Recorded: 6

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Cashier: kmilliga

Authorized By: *Tonya Buckingham*

Date Recorded: 01/02/2024 03:37:25 PM



Following recording return to:
Hinkle Law Firm LLC
Attn: Michael D. Herd
1617 N. Waterfront Parkway, Suite 400
Wichita, Kansas 67206

AMENDED AND RESTATED PROTECTIVE COVENANTS FOR GRAY'S FOURTH ADDITION

This AMENDED AND RESTATED PROTECTIVE COVENANTS FOR GRAY'S FOURTH ADDITION (this "Amendment") is made effective the 19th day of December, 2023, by Southwest Homeowner's Association, a Kansas not-for-profit corporation (the "Association"), for itself, its successors, grantees, and assigns, and the owners.

WHEREAS, on October 14, 1988, Billy J. Gray and Denise M. Gray (hereinafter "Original Declarant") executed that certain Protective Covenants for Gray's Fourth Addition (the "Covenants"), and caused the Covenants to be recorded on October 14, 1988, at Film 1001 Page 0322 in the Office of the Sedgwick County Register of Deeds covering the following real property (the "Property");

The W ½ of the SE ¼ of section 10, T28S, R1W, of the 6th P.M., except the south 694 feet, of Sedgwick County Kansas

WHEREAS, the owners, as members of the Association, voted and approved at a properly called meeting at which a quorum was present, to amend and restate the Covenants as set forth below.

NOW, THEREFORE, the following Amendment to the Covenants are hereby ratified and approved, and the Covenants are hereby amended as set forth herein, all other provisions of the Covenants not expressly amended herein remain valid and enforceable, by the Association and the owners:

The restrictions hereinafter set forth shall be filed in the office of the Register of Deeds of Sedgwick County, Kansas, and shall be applied to all the lots and blocks above mentioned and described, and all deeds to said lots that shall be given shall be subject to the provisions thereof:

1. These Covenants are to run with the land and shall be binding on all parties and persons using, occupying, or owning such real property and their heirs, successors, and assigns until the 28th day of April, 2027, at which time said Covenants shall be automatically extended for successive ten year periods, unless by a vote of the majority of the then land owners in said addition, as shown by the records in the office of the Register Of Deeds in Sedgwick County, Kansas, it is agreed to change said restrictions or covenants in whole or in part.

2. No trailer house or mobile home may be parked or placed on any lot upon said property.

3. No tent, shack, garage, barn, trailer, or other outbuilding erected in the tract shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No garage may be converted into apartments or living quarters.

4. No used, secondhand, modular, or previously erected houses or buildings of any kind shall be moved or placed, either in sections or as a whole, upon said land.

5. Regarding ownership of personal animals, pets, chickens, livestock, fowl, and other animals refer to City of Wichita Ordinance Chapter 6.04.157 through 6.04.159 Code of the City of Wichita, Kansas, as currently existing and any amendments thereto.

6. No noxious or offensive activity shall be carried on upon said real property nor anything be done thereon that may be or become an annoyance or nuisance to the neighborhood. No trash, stored lumber or building materials not contemplated for immediate usage, auto parts, inoperative dilapidated vehicles, or other debris shall be permitted to remain on any real estate subject to these Covenants. Anyone owning a personal service business located in a home needs a Home Occupation Business License in accordance with Chapter 3.96 City of Wichita Code- (Ordinance No. 45-559 1; Ord. No. 37-119).

7. No private water well may be constructed without prior application through the Wichita-Sedgwick County Department of Health. The construction, maintenance, and operation of private water wells shall comply with state law and City of Wichita Ordinances regarding private water wells.

8. All real property shall be subject to the easements, rights of way, set-in lines, and set back lines as shown on the recorded plats of this addition.

9. None of the land herein shall be used for or in connection with the storage of gas, oil, or minerals.

10. Any construction completed upon said owned property shall be in accordance with local municipal code and law. No egregious, objectionable, or harsh colors of paint inconsistent with the color scheme in the neighborhood shall be used on any home in this subdivision, for example, hot pink, neon green, etc. Properties shall be maintained in good condition and comply with local City of Wichita Ordinances.

11. No semi-truck or tractor, or farm equipment, or any large industrial/construction type of machinery (except for instances of a residence under construction, work being performed) shall be permitted or parked on any street of the subdivision. Campers or any currently registered vehicles within the subdivision are allowed to be parked in the street for no more than 48 hours consistent with City of Wichita Municipal Code Sec. 11.97.0101(b)(1). Vehicles that are not current in registration and have expired tags need to be stored on the property of said owner. Campers are allowed to be stored on said owner's property in a garage or behind a fenced enclosure. The parking of recreational vehicles, boats, and trailers are not permitted on front or side street setback, inclusive of driveway on front or street side yard of the owner's lot during the months of November 1 – March 31 of each year (consistent with City of Wichita Ordinance regarding parking under Section III, D.7.b (12)). Further, from November 1 – March 31 of each year, boats and watercraft are permitted to be stored on owner's property provided the boats and watercraft are stored neatly on the side of the residence, while campers must be stored in the owner's garage or backyard behind a fence, or otherwise required to be stored at an offsite location. Anytime between April 1 and October 31, said owner of property would be allowed to park/store their boat and camper in their own driveway. There shall be no boat/watercraft/vehicle parts or pieces in a nonoperational condition stored in the front yard on any lot of this subdivision. Any complaints about parking and recreational vehicles will be referred to the City of Wichita.

12. No lot shall be used or maintained as a dumping ground for rubbish or any other trash-like material. Trash, garbage, or other waste or materials shall not be kept, except in sanitary containers, which containers shall be kept covered to avoid blowing debris. No incinerators shall be kept on any lot with the

exception of incinerator use by a licensed contractor. Any complaints of excessive garbage and trash need to be referred to the City of Wichita.

13. No billboards shall be erected or maintained on any lot in this subdivision. Advertisements and signs are allowed provided such advertisement is in compliance with applicable federal, state, and local laws.

14. Lawns shall be maintained in compliance with local City of Wichita Ordinances. Any complaints of overgrown weeds/vegetation/rodent breeding grounds need to be addressed to the City of Wichita.

15. Solar systems, swimming pools, and tennis courts shall be permitted as long as they are constructed in accordance with City of Wichita Ordinances and laws of the State of Kansas

16. The Covenants are rules intended to guide and ALL owners should follow to ensure the owners are being good neighbors to each other, while maintaining their properties to increase the resale value of our homes and build the community with a positive vision. No Member of the Board or any committee shall be compensated for services performed pursuant to these Covenants.

17. The owners of all lots in the Property were to become and are now members of the Southwest Homeowner's Association, a Kansas not-for-profit corporation, and further, each household shall have one share of voting stock, and maintain that part of the Southwest Homeowner's Association known as reserve A, legally described as follows:

Part of the W ½ of the SE¼ of Section 10, T28S, R1W of the 6th P.M., Sedgwick County, Kansas described as follows: Commencing at the SW corner of said SE ¼; Thence N89° 37'30"E along the south line of said SE ¼, 66 feet; Thence N0°00' 47"E, 60 feet to a point of beginning; Thence N0°00'47"E, parallel to the west line of said SE¼ 634 feet; Thence N89°37'30"E, 231.24 feet; Thence S0°00'24"W, 389.24 feet; Thence on a curve to the left, said curve having a radius 114 feet, a distance of 62.50 feet; Thence S58°35'25"W, 114.88 feet; Thence S0°00'E, 126 feet to a point 60 feet north of the south line of said SW¼; Thence S89°37'30"W parallel to the south line of said SE ¼, 150 feet to the point of beginning, to be platted as Reserve A, Gray's Second Addition, Sedgwick County, Kansas.

18. Invalidation of any one of these Covenants by judgment or court order shall not otherwise affect any of the other provisions which shall remain in full force and affect.

19. This Amendment restates any and all provisions of the Covenants expressly amended herein. All other provisions not amended or modified by this Amendment, provided it does not expressly conflict with this Amendment, shall remain in force and effect.

20. Owner Certification. The undersigned, being duly appointed officers of the Association, hereby certify that this Amended and Restated Protective Covenants has been adopted with the consent of the required number of owners.

(signature page follows)

IN WITNESS WHEREOF, the undersigned have caused this Amended and Restated Protective Covenants of Gray's Fourth Addition to be executed this 2nd day of January, 2024.

SOUTHWEST HOMEOWNER'S ASSOCIATION

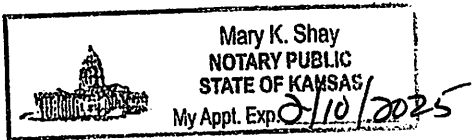
By: Adam Lynch
ADAM LYNCH, President

By: Robert Matthews
ROBERT MATTHEWS, Secretary

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 2nd day of January, 2024 before me the undersigned, a Notary Public in and for the County and state aforesaid, came Adam Lynch, on behalf of Southwest Homeowner's Association, as its President, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

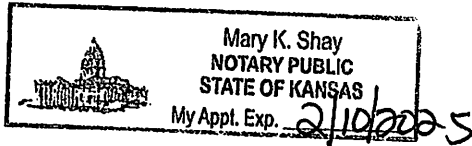


Mary K Shay
Notary Public

My appointment expires:
2/10/2025

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 2nd day of January 2024 before me the undersigned, a Notary Public in and for the County and state aforesaid, came Robert Matthews, on behalf of Southwest Homeowner's Association, as its Secretary, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.



Mary K. Shay
Notary Public

My appointment expires:

2/10/2025



Sedgwick County
Register of Deeds - Tonya Buckingham
Doc.#/Film-Pg: 30282746

Receipt #: 2409151
Pages Recorded: 7

Recording Fee: \$123.00

Cashier: vbunch

Authorized By *Tonya Buckingham*

Date Recorded: 12/26/2023 11:50:06 AM



Following recording return to:
Hinkle Law Firm LLC
Attn: Michael D. Herd
1617 N. Waterfront Parkway, Suite 400
Wichita, Kansas 67206

AMENDED AND RESTATED PROTECTIVE COVENANTS FOR GRAY'S SECOND ADDITION

This AMENDED AND RESTATED PROTECTIVE COVENANTS FOR GRAY'S SECOND ADDITION (this "Amendment") is made effective the 19th day of December 2023, by Southwest Homeowner's Association, a Kansas not-for-profit corporation (the "Association"), for itself, its successors, grantees, and assigns, and the owners.

WHEREAS, on May 18, 1987, Billy J. Gray and Denise M. Gray (hereinafter "Original Declarant") executed that certain Protective Covenants for Gray's Second Addition (the "Covenants"), and caused the Covenants to be recorded on May 19, 1987, at Film 0890 Page 1160 in the Office of the Sedgwick County Register of Deeds covering the following real property (the "Property");

The South 694 feet of the W ½ of the SE ¼ of section 10, T28S, R1W, of the 6th P.M., Sedgwick County Kansas (as stated and described on Exhibit A [site plan] and Exhibit B [legal description])

WHEREAS, the owners, as members of the Association, voted and approved at a properly called meeting at which a quorum was present, to amend and restate the Covenants as set forth below.

NOW, THEREFORE, the following Amendment to the Covenants are hereby ratified and approved, and the Covenants are hereby amended as set forth herein, all other provisions of the Covenants not expressly amended herein remain valid and enforceable, by the Association and the owners:

The restrictions hereinafter set forth shall be filed in the office of the Register of Deeds of Sedgwick County, Kansas, and shall be applied to all the lots and blocks above mentioned and described, and all deeds to said lots that shall be given shall be subject to the provisions thereof:

1. These Covenants are to run with the land and shall be binding on all parties and persons using, occupying, or owning such real property and their heirs, successors, and assigns until the 28th day of April, 2027, at which time said Covenants shall be automatically extended for successive ten year periods, unless by a vote of the majority of the then land owners in said addition, as shown by the records in the office of the Register Of Deeds in Sedgwick County, Kansas, it is agreed to change said restrictions or covenants in whole or in part.
2. No trailer house or mobile home may be parked or placed on any lot upon said property.
3. No tent, shack, garage, barn, trailer, or other outbuilding erected in the tract shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No garage may be converted into apartments or living quarters.

4. No used, secondhand, modular, or previously erected houses or buildings of any kind shall be moved or placed, either in sections or as a whole, upon said land.

5. Regarding ownership of personal animals, pets, chickens, livestock, fowl, and other animals refer to City of Wichita Ordinance Chapter 6.04.157 through 6.04.159 Code of the City of Wichita, Kansas, as currently existing and any amendments thereto.

6. No noxious or offensive activity shall be carried on upon said real property nor anything be done thereon that may be or become an annoyance or nuisance to the neighborhood. No trash, stored lumber or building materials not contemplated for immediate usage, auto parts, inoperative dilapidated vehicles, or other debris shall be permitted to remain on any real estate subject to these Covenants. Anyone owning a personal service business located in a home needs a Home Occupation Business License in accordance with Chapter 3.96 City of Wichita Code- (Ordinance No. 45-559 1; Ord. No. 37-119).

7. No private water well may be constructed without prior application through the Wichita-Sedgwick County Department of Health. The construction, maintenance, and operation of private water wells shall comply with state law and City of Wichita Ordinances regarding private water wells.

8. All real property shall be subject to the easements, rights of way, set-in lines, and set back lines as shown on the recorded plats of this addition.

9. None of the land herein shall be used for or in connection with the storage of gas, oil, or minerals.

10. Any construction completed upon said owned property shall be in accordance with local municipal code and law. No egregious, objectionable, or harsh colors of paint inconsistent with the color scheme in the neighborhood shall be used on any home in this subdivision, for example, hot pink, neon green, etc. Properties shall be maintained in good condition and comply with local City of Wichita Ordinances.

11. No semi-truck or tractor, or farm equipment, or any large industrial/construction type of machinery (except for instances of a residence under construction, work being performed) shall be permitted or parked on any street of the subdivision. Campers or any currently registered vehicles within the subdivision are allowed to be parked in the street for no more than 48 hours consistent with City of Wichita Municipal Code Sec. 11.97.0101(b)(1). Vehicles that are not current in registration and have expired tags need to be stored on the property of said owner. Campers are allowed to be stored on said owner's property in a garage or behind a fenced enclosure. The parking of recreational vehicles, boats, and trailers are not permitted on front or side street setback, inclusive of driveway on front or street side yard of the owner's lot during the months of November 1 – March 31 of each year (consistent with City of Wichita Ordinance regarding parking under Section III, D.7.b (12)). Further, from November 1 – March 31 of each year, boats and watercraft are permitted to be stored on owner's property provided the boats and watercraft are stored neatly on the side of the residence, while campers must be stored in the owner's garage or backyard behind a fence, or otherwise required to be stored at an offsite location. Anytime between April 1 and October 31, said owner of property would be allowed to park/store their boat and camper in their own driveway. There shall be no boat/watercraft/vehicle parts or pieces in a nonoperational condition stored in the front yard on any lot of this subdivision. Any complaints about parking and recreational vehicles will be referred to the City of Wichita.

12. No lot shall be used or maintained as a dumping ground for rubbish or any other trash-like material. Trash, garbage, or other waste or materials shall not be kept, except in sanitary containers, which containers shall be kept covered to avoid blowing debris. No incinerators shall be kept on any lot with the

exception of incinerator use by a licensed contractor. Any complaints of excessive garbage and trash need to be referred to the City of Wichita.

13. No billboards shall be erected or maintained on any lot in this subdivision. Advertisements and signs are allowed provided such advertisement is in compliance with applicable federal, state, and local laws.

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15. Solar systems, swimming pools, and tennis courts shall be permitted as long as they are constructed in accordance with City of Wichita Ordinances and laws of the State of Kansas

16. The Covenants are rules intended to guide and ALL owners should follow to ensure the owners are being good neighbors to each other, while maintaining their properties to increase the resale value of our homes and build the community with a positive vision. No Member of the Board or any committee shall be compensated for services performed pursuant to these Covenants.

17. The owners of all lots in the Property were to become and are now members of the Southwest Homeowner's Association, a Kansas not-for-profit corporation, and further, each household shall have one share of voting stock, and maintain that part of the Southwest Homeowner's Association known as reserve A, legally described as follows:

Part of the W ½ of the SE¼ of Section 10, T28S, R1W of the 6th P.M., Sedgwick County, Kansas described as follows: Commencing at the SW corner of said SE ¼; Thence N89° 37'30"E along the south line of said SE ¼, 66 feet; Thence N0°00' 47"E, 60 feet to a point of beginning; Thence N0°00'47"E, parallel to the west line of said SE¼ 634 feet; Thence N89°37'30"E, 231.24 feet; Thence S0°00'24"W, 389.24 feet; Thence on a curve to the left, said curve having a radius 114 feet, a distance of 62.50 feet; Thence S58°35'25"W, 114.88 feet; Thence S0°00'E, 126 feet to a point 60 feet north of the south line of said SW¼; Thence S89°37'30"W parallel to the south line of said SE ¼, 150 feet to the point of beginning, to be platted as Reserve A, Gray's Second Addition, Sedgwick County, Kansas.

18. Invalidation of any one of these Covenants by judgment or court order shall not otherwise affect any of the other provisions which shall remain in full force and affect.

19. This Amendment restates any and all provisions of the Covenants expressly amended herein. All other provisions not amended or modified by this Amendment, provided it does not expressly conflict with this Amendment, shall remain in force and effect.

20. Owner Certification. The undersigned, being duly appointed officers of the Association, hereby certify that this Amended and Restated Protective Covenants has been adopted with the consent of the required number of owners.

(signature page follows)

IN WITNESS WHEREOF, the undersigned have caused this Amended and Restated Protective Covenants of Gray's Second Addition to be executed as of the 19th day of December, 2023.

SOUTHWEST HOMEOWNER'S ASSOCIATION

By: Adam Lynch
Adam Lynch, President

By: Robert W. Matthews
Robert W. Matthews Secretary

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 19th day of December 2023 before me the undersigned, a Notary Public in and for the County and state aforesaid, came Adam Lynch, on behalf of Southwest Homeowner's Association, as its President, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.



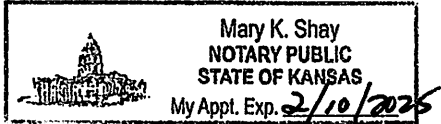
Mary K. Shay
Notary Public

My appointment expires:

2/10/2025

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 19th day of December 2023 before me the undersigned, a Notary Public in and for the County and state aforesaid, came Robert W. Matthews on behalf of Southwest Homeowner's Association, as its Secretary, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.



Mary K. Shay
Notary Public

My appointment expires:
2/10/2025

SUBDIVISIONS • CONSTRUCTION STAKING • SURVEYS

LOWELL D. HIGH

LAND SURVEYOR
1542 SOUTH ST. FRANCIS
WICHITA, KANSAS 67211
(316) 264-0341

April 23, 1987

LEGAL DESCRIPTION OF RESERVE A IN
GRAY'S SECOND ADDITION

Part of the W 1/2 of the SE 1/4 of Section 10, T28S, R1W of the 6th P.M., Sedgwick County, Kansas described as follows: Commencing at the SW corner of said SE 1/4; Thence N89°37'30"E along the south line of said SE 1/4, 66 feet; Thence N0°00'47"E, 60 feet to a point of beginning; Thence N0°00'47"E parallel to the west line of said SE 1/4, 634 feet; Thence N89°37'30"E, 231.24 feet; Thence S0°00'24"W, 389.24 feet; Thence on a curve to the left, said curve having a radius 114 feet, a distance of 62.50 feet; Thence S58°35'25"W, 114.88 feet; Thence S0°00'E, 126 feet to a point 60 feet north of the south line of said SW 1/4; Thence S89°37'30"W parallel to the south line of said SW 1/4, 150 feet to the point of beginning, to be platted as Reserve A, Gray's Second Addition, Sedgwick County, Kansas.

Prepared By
Lowell D. High



EXHIBIT B