

PLAT NO. S/D 70-10 MAP NO. E-13-C

NAME THE VILLAS AT CRESTVIEW

LOCATION On the east side of 127th Street East,  
½ mile north of Central.

ENGINEER Reiss and Goodness

OWNER Mansiones del Sol, Inc.

APPLICATION FILED 2-24-70

SKETCH PLAT FILED None

PRELIMINARY FILED 2-24-70

S/D ACTION 3-5-70 Approve

FINAL FILED 4-27-70

S/D ACTION 5-7-70 Approve

MAPC ACTION 5-14-70 Approve

BCC ACTION 6-2-70 Approve

RECORDED 6-18-70

REMARKS \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ACTION

DATE

3-5-70

5-7-70

COMMITTEE (Wilson) Approved  
" Special Approval

5-11-70

M.A.P.C. Approved

6-2-70

B.C.C. Approved

S/D 70-10 - THE VILLAS AT CRESTVIEW  
On the east side of 127th Street  
East, 1/2 mile north of Central.  
Reiss & Goodness

Map No. E-13-C  
Sec. No. 14  
Twp. No. 27 S  
Range 2 E

Subdivision Report and Progress  
S/D No.: 70-10

Name: THE VILLAS AT CRESTVIEW

General Location: On the east side of 127th Street East, 1/2 mile north of Central.

Owner: Mansiones del Sol, Inc.

Address: 229 South Market Phone: AM 7-2881

Subdivider: Jerald R. Jones Phone: MU 3-4621

Address: 6629 East Kellogg 67207

Engineer/Surveyor: Reiss and Goodness

Address: 2160 East Douglas Phone: AM 4-1391

**CORRESPONDENCE**

ALSO TO: ROBERT H. NELSON, ATT'Y.

Application Received 2-24-70

Conf. with Applicant Feb. 1970

Sketch Plat Received same

Present Zoning R-1

Proposed Zoning LC

Letter of Intent none

PREL. PLAT RECEIVED 2-24-70

S/D Comm. Action 3-5-70 Approve

Dept. Report on Prel. 3-9-70

TRACING PROGRESS:  
Received 4-27-70

Released \_\_\_\_\_

Received \_\_\_\_\_

Released \_\_\_\_\_

FINAL PLAT RECEIVED 4-27-70  
S/D Comm. Action 5-7-70 Approve

Dept. Report on Final 5-8-70

M.A.P.C. ACTION 5-14-70 Approve

Dept. Report on Final 5-15-70

Letter on Irons Received N/A

Title/Taxes Rec'd & Reviewed 5-21-70

Final Review 5-29-70

Referral to B.C.C. 5-27-70

B.C.C. ACTION 6-2-70 Approve

Recorded 6-18-70

Comments:

COUNTY PLAT
Earl Fulk-Township Trustee
Minneha Township
14228 East 13th Street 67230
Harold McCreight
Superintendent USD 385
P. O. Box 248
Andover, Kansas 67002

associated County zone, Case SCZ-0243

REGISTER OF DEEDS

SEDGWICK COUNTY, KANSAS

The Villas at Crestview ADDITION was

filed for record on June 18, 1970.

R-2 3-13

Book 77

vh

*John Hale*  
Register Of Deeds

T9-328

April 17, 1972

Ralph C. Eberly, City Clerk

Jack H. Galbraith, Chief Planner

S/D 70-10 - The Villas at Crestview, Irrevocable  
Letter of Credit guarantee.

The above referred to plat was approved by the Metropolitan Area Planning Commission on May 14, 1970, and by the Board of City Commissioners on June 2, 1970. Two of the conditions of approval were that the applicant guarantee extension of sanitary sewer in an amount not to exceed \$25,000, and guarantee extension of City of Wichita water lines in an amount not exceeding \$5,875. The applicant submitted an Irrevocable Letter of Credit in the amount of \$30,875, from the Fidelity Investment Company for the account of Mansiones del Sol (The Villas), guaranteeing that the sewer and water line extensions would be completed within two years from the date of approval of the plat by the Planning Commission.

Our office has been advised by the Engineering Division of the Department of Public Works and the City of Wichita Water Department, that the sewer and water line extensions have been completed in accordance with City of Wichita specifications.

Your office is holding said irrevocable letter of credit #100, in the amount of \$30,875 and said letter of credit may now be released at request from the applicant. It is our understanding that release of the letter of credit requires no formal action by the governing body.

If you have any questions concerning this matter, please call.

JHG:CLN:rme

cc: Mansiones del Sol, Inc., 229 South Market, 67202  
H. Marvin Bastian, President  
Fidelity Investment Company, 229 South Market, 67202  
Bill Otten, Water Department  
Dick Linn, City Engineer

THE CITY OF WICHITA  
OFFICE OF WATER DEPARTMENT

DATE April 7, 1972



TO Jack Gallbraith, Chief Planner

FROM Bill H. Otten, Design & Planning Supt.

SUBJECT The Villas at Crestview

The water main extension to serve the Villas at Crestview has been completed. Therefore, the irrevocable letter of credit guaranteeing this extension may be released.

*Bill H. Otten*

Bill H. Otten  
Design & Planning Supt.

BHO:bg

cc: John D. Wynkoop, Operations Chief Engineer



THE CITY OF WICHITA

OFFICE OF Ass't. Supt. of Public Works Maintenance

DATE 6/12/70



TO John Gist, Planner III  
FROM M. S. Mitchell

SUBJECT : The Villas at Crestview (SD70-10)

Please be advised that I have received a copy of the "Agreement Relative To Drainage", plans in 7 sheets and a revised flood study. This completes the information required and all of the items should be complete enough to permit final processing of the plat.

*M. S. Mitchell*

M. S. Mitchell,  
Ass't. Superintendent of  
Public Works Maintenance

MSM/glm

cc: G. H. Wilton  
The Villas at Crestview Plat File  
Four Mile Creek Stream File  
Reiss & Goodness Engineers

ROUTE SLIP (PLEASE CIRCLE DESTINATION)

- |                      |                   |                       |
|----------------------|-------------------|-----------------------|
| City Manager         | Dir. of Adm.      | <u>Planning Dept.</u> |
| Deputy City Manager  | Auditing          | Police Dept.          |
| Housing              | Budget            | Dir. of Public Works  |
| Human Res. Dev.      | Data Proc.        | Administration        |
| Model Cities         | Industrial Rel.   | Central Insp.         |
| City Clerk           | Personnel         | Engineering           |
| Civil Defense        | Public Info.      | Traffic Engr.         |
| Community Facilities | Purchasing        | Maintenance           |
| Fire Department      | Duplicating       | Sanitation            |
| Health Department    | Rel. & Group Ins. | Urban Renewal         |
| Director of Law      | Treasury          | Water Department      |
| Prosecutor's Office  | Library           | Water Pol. Control    |
| Municipal Court      | Park Department   |                       |

For: John Gist  
 For your information     Reply sending me \_\_\_ copies  
 For your comments     Prepare reply for my signature  
 Note and return     You handle. No report required.

MESSAGE:



SIGNED Flood Control  
000-013

DATE 6/12/70

June 12, 1970

Reiss & Goodness Engineers  
2160 East Douglas Ave.  
Wichita, Kansas 67214

Subject: The Villas at Crestview  
(SD70-10)

Gentlemen:

Enclosed please find memorandum to Mr. Gist regarding  
subject plat. Please forward two vapo prints of the flood study  
so that photo-copies can be made for our files.

Yours truly,

M. S. Mitchell,  
Ass't. Superintendent of  
Public Works Maintenance

MSM/glm

cc: G. H. Wilton, Supt. of Public Works Mncc.  
The Villas at Crestview Plat File  
Four Mile Creek Stream File  
Reiss & Goodness File  
John Gist, Planner III ✓

Enc.-1

COPY

**KAHRS, NELSON, FANNING, HITE & KELLOGG**

ATTORNEYS AT LAW

SUITE 630 • 200 WEST DOUGLAS AVENUE

WICHITA, KANSAS 67202

AREA 316  
262-3777

AUSTIN M. COWAN (1898-1949)  
W. A. KAHRS  
ROBERT H. NELSON  
H. W. FANNING  
RICHARD C. HITE  
GARRELL D. KELLOGG  
ROGER M. SHERWOOD  
RICHARD L. HONEYMAN  
LARRY A. WITHERS

June 9, 1970



**Security Abstract & Title Co., Inc.**  
434 North Main  
Wichita, Kansas 67202

Attention: Mr. Roger Bell

Re: Crestview Country Club  
(Agreement relative to drainage)

Dear Roger:

I am enclosing herewith original agreement which has been signed by Crestview Country Club, Crestview Development Corporation and Mansiones Del Sol, Inc. I desire this to be filed in the office of the Register of Deeds and I request that you notify the Metropolitan Area Planning Commission, attention Mr. John Gist, when said instrument has been filed and the book and page number.

This is being done on behalf of Crestview Country Club.

Yours very truly,

A handwritten signature in cursive script that reads "Robert H. Nelson".

OF KAHRS, NELSON, FANNING, HITE & KELLOGG

RHN:kd  
Enclosure

cc: Crestview Country Club  
Attention: Mr. Maurice Edwards  
  
Crestview Development Corporation  
  
Mansiones Del Sol, Inc.  
  
Metropolitan Area Planning Commission  
Attention: Mr. John Gist

P.S. to Mr. Gist

Copy of said agreement is herewith enclosed for your files.

RHN

MISC BOOK 668 PAGE 438

AGREEMENT RELATIVE TO DRAINAGE  
IN SECTION 14, TOWNSHIP 27 SOUTH, RANGE 2 EAST  
SEDGWICK COUNTY, KANSAS

THIS AGREEMENT, Made and entered into this 5th day of June, 1970, by and between:

and CRESTVIEW COUNTRY CLUB,  
hereinafter referred to as  
"Crestview"

and CRESTVIEW DEVELOPMENT CORPORATION  
hereinafter referred to as  
"Development Corporation"

and MANSIONES DEL SOL, INC., herein-  
after referred to as  
"Mansiones"

WHEREAS, Crestview has heretofore entered into real estate contracts of sale with Development Corporation and Mansiones as to certain portions of said land now owned by Crestview, all located in Section 14, Township 27 South, Range 2 East, Sedgwick County, Kansas; and

WHEREAS, Crestview has developed and is operating a country club and golf course; and

WHEREAS, the lands being sold under said contracts of sale are being planned by the purchasers thereof for development of residential and/or commercial activities; and

WHEREAS, a plan of an overall system of drainage for said area will be designed by engineers employed by said parties; and

WHEREAS, it is the desire of all of said parties that the purchasers of said land and their subsequent assignees shall have the continued right to direct or discharge drainage on the club's property in accordance with said drainage plan; and

*filed of record @ 8:00 am June 10, 1970 No. 9540 w/ Register of Deeds*

WHEREAS, the said purchasers are in the process of preparing and filing plats of their properties and will in the future file additional plats covering certain portions of the purchased property and also a Planned Unit Development will be filed in the future wherein all of said parties have agreed to cooperate and join in the filing and completion of said plan; and

WHEREAS, one of the requirements in connection with the approval of said plats by the governing bodies is that the drainage of the properties so being sold and acquired by Development Corporation and Mansiones shall have the right to continue to direct or discharge the drainage on the club's property in accordance with said plan.

NOW THEREFORE, it is agreed by and between the said parties as follows:

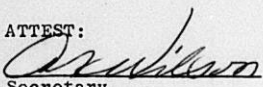
Said Development Corporation and Mansiones shall have the right to continue to direct and/or discharge drainage on the club's property in accordance with the overall drainage plan; and said Crestview does hereby agree that no alterations or construction will be made on the club's property which would destroy or impede the overall drainage system within said section.

It is further agreed that the overall drainage plan may be changed at subsequent dates but only by agreement of all of the parties to this agreement and their successors and assigns.


THIS CONTRACT entered into the date first above written and shall be binding upon the successors and assigns of each of the parties hereto.

CRESTVIEW COUNTRY CLUB

ATTEST:

  
Secretary

By

  
President



ATTEST:

Warren E. Tomlinson  
Secretary

CRESTVIEW DEVELOPMENT CORPORATION

By James J. Haugen  
President



ATTEST:

William Bastian  
Secretary

MANSIONES DEL SOL, INC.

By [Signature]  
President

STATE OF KANSAS

SS:

SEDGWICK COUNTY

BE IT REMEMBERED that on this 5<sup>th</sup> day of June, 1970, before me, the undersigned a Notary Public in and for the County and State aforesaid, came M. J. Edwards, President, and A. K. Wilson, Secretary, of CRESTVIEW COUNTRY CLUB, personally known to me to be the same persons who executed the foregoing instrument of writing as officers of said corporation, in behalf of said corporation, and they duly acknowledged the execution of the same for themselves and for said corporation for the uses and purposes therein set forth.

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



Kay Davis  
Notary Public

My Commission Expires:

August 5, 1974

STATE OF KANSAS

SS:

SEDGWICK COUNTY

BE IT REMEMBERED that on this 5<sup>th</sup> day of June, 1970, before me, the undersigned a Notary Public in and for the County and State aforesaid, came James Haugen, President, and Warren Tomlinson, Secretary, of CRESTVIEW DEVELOPMENT CORPORATION, personally known to me to be the same persons who executed the foregoing instrument of writing as officers of said corporation, in behalf of said corporation, and they duly acknowledged the execution of the same for themselves and for said corporation for the uses and purposes therein set forth.

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



V. Jean Feil  
Notary Public

My Commission Expires:

22 February 1972

STATE OF KANSAS

SEDGWICK COUNTY

SS:

BE IT REMEMBERED that on this 5<sup>th</sup> day of JUNE, 1970, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Frank M. Kessler, President and H. Marvin Bastian, Secretary, of MANSIONES DEL SOL, INC., personally known to me to be the same persons who executed the foregoing instrument of writing as officers of said corporation, in behalf of said corporation, and they duly acknowledged the execution of the same for themselves and for said corporation for the uses and purposes therein set forth.

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



Ila M. Wright  
Notary Public

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number	70-10	Name	THE VILLAS AT CRESTVIEW
Application Filed:	2-24-70	Sketch Filed:	None
Preliminary Plat Filed:	2-24-70	Approved by S/D:	3-5-70
Final Plat Filed:	4-27-70	Approved by S/D:	5-7-70
Approved by Metropolitan Area Planning Commission:			5-14-70

DESCRIPTION

General Location: East side of 127th Street East, 1/2 mile north of Central

Surveyor or Engineer: Reiss and Goodness  
Owner: Mansiones del Sol, Inc.  
Address: 229 South Market

- |                          |             |                                |
|--------------------------|-------------|--------------------------------|
| 1. Gross Acreage of Plat | 12.11±      | 5. Lineal Feet of New Streets: |
| 2. Number of Lots:       | 72          | a. 20 R/W 529 ft.              |
| Residential _____        |             | b. _____ R/W _____ ft.         |
| Commercial _____         |             | c. _____ R/W _____ ft.         |
| Industrial _____         |             | d. _____ R/W _____ ft.         |
| Other _____              |             | e. _____ R/W _____ ft.         |
| Total Number of Lots:    | 72          | TOTAL 529 ft.                  |
| 3. Minimum Lot Frontage: | 11 ft.      | 6. Existing Zoning: "R-1"      |
| 4. Minimum Lot Area      | 2786 sq.ft. |                                |

Subject property is located outside the City within the section of land occupied by, and being developed under the proposals of the Crestview Country Club. The streets and sidewalks are all private, covered under The Villas Homeowners Association, and the applicant has submitted an irrevocable letter of credit guaranteeing municipal sanitary sewer and extension of City of Wichita water.

Planning Commission Recommendation:

BLEDSE moved and KAMEN seconded that the Planning Commission recommend to the City Commission that this plat be approved, subject to:

- The applicant shall obtain by separate instrument, a 10-foot utility easement parallel and adjacent to the perimeter of the plat.
- Recording within 30 days after approval by the Board of City Commissioners.

Associated County Zone Case: SCZ-0243 - "R-1" to "LC", approved by Board of County Commissioners on March 4, 1970, subject to applicant's voluntary covenants and platting.  
Vote of Planning Commission: Unanimous

ACTION: Receive and file the irrevocable letter of credit, instruct the City Clerk to file the easement of record with the Register of Deeds, and approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

IRREVOCABLE LETTER OF CREDIT

FIDELITY INVESTMENT COMPANY

(Name of Bank)

Date: May 15, 1972

THE CITY OF WICHITA  
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your demand draft sight on us for a sum not exceeding \$ 30,875.00 for the

account of Manaciones del Sol (The Villas)

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before May 14, 1972  
(Insert date two years from MAPC approval of plat)

- ✓ 1. Provide extension of sanitary sewer in an amount not exceeding \$25,000.00.
- ✓ 2. Provide extension of City of Wichita Municipal water lines not exceeding \$5,875.00.
- 3.

in The Villas at Creekside, a subdivision of the City of ~~Wichita~~ Wichita, Kansas, County of Sedgewick,

Acting through the City Engineer, you will notify us when either:

1. The improvements have been timely completed and the credit may be released, or
2. The purchaser has failed to perform or is in default hereunder.

All ~~drafts~~ demands drawn hereunder must be marked: Demand Drawn under Fidelity

Investment Company, Credit No. 100, dated May 15, 1972, and forwarded to the Fidelity Investment Company, 229 So. Market, Wichita, Kansas 67202

The amount of any ~~draft~~ demand drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentment of any such draft shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before August 14, 1972

Very truly yours,

FIDELITY INVESTMENT COMPANY  
Secretary

BY: [Signature]  
(Authorized Signature)  
M. [Name]

FIDELITY INVESTMENT COMPANY



229 SOUTH MARKET ■ WICHITA, KANSAS 67202 ■ (316) 267-2881  
Incorporated 1902  
Branch Office, Topeka, Kansas

May 27, 1970

Mr. John Gist  
Wichita Planning Department  
City Building  
Wichita, Kansas

Re: The Villas at Crestview

Dear Mr. Gist:

Attached you will find an original Irrevocable Letter of Credit dated May 15, 1970 in an amount not exceeding \$30,785. This replaces our previous Letter of Credit of the same date in an amount \$19,875. Please return the \$19,875 Letter of Credit.

Yours very truly,

*Ivan P. Salyer*  
Ivan P. Salyer  
Executive Vice President

IPS:sr  
Enclosure

H. MARVIN BASTIAN  
President and Chairman of the Board  
IVAN P. SALYER  
Executive Vice President  
HAROLD H. BOWMAN  
Senior Vice President  
MAURICE A. ROBERTS  
Vice President, Trusts Division  
DONALD L. DAY  
Comptroller and Treasurer  
HUGH M. McCLURE  
Secretary  
CHARLES W. BEATY  
Assistant Vice President  
PAUL W. QUINN  
Assistant Vice President  
E. SANDY STEWARD  
Assistant Vice President



FHA, GI, CONVENTIONAL, COMMERCIAL, FARM LOANS AND PROPERTY MANAGEMENT

Hand — 25,000  
with — 5,875  
30,875

*Ivan P. Salyer*

Fidelity Invest.  
am 7-2 882

140

✓ Dick Gunn  
# 73909.50  
CHECK WITH LABEL 5/26

EASEMENT

THIS EASEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_,  
BY AND BETWEEN Mansiones del Sol, Inc.  
Sedgwick County, Kansas  
OF THE FIRST PART AND THE CITY OF WICHITA, OF THE SECOND PART.

WITNESSETH: THAT THE SAID FIRST PARTY \_\_\_\_\_, IN CONSIDERATION OF THE SUM OF ONE DOLLAR (\$1.00) AND OTHER VALUABLE CONSIDERATION, THE RECEIPT WHEREOF IS HEREBY ACKNOWLEDGED, DO HEREBY GRANT AND CONVEY UNTO THE SAID SECOND PARTY A PERPETUAL RIGHT-OF-WAY AND EASEMENT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND REPAIRING SEWER AND ALL OTHER PUBLIC UTILITIES, OVER, ALONG AND UNDER THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SEDGWICK COUNTY, KANSAS, TOWIT:

A ten (10) foot wide easement south of and adjacent to the south line of The Villas at Crestview an addition to Sedgwick County, Kansas and running from a point 14 feet east of the southwest corner of Lot 1 to the southeast corner of Lot 18 of said addition.

AND SAID SECOND PARTY IS HEREBY GRANTED THE RIGHT TO ENTER UPON SAID PREMISES AT ANY TIME FOR THE PURPOSE OF CONSTRUCTING, OPERATING, MAINTAINING, AND REPAIRING SUCH SEWER AND ALL OTHER PUBLIC UTILITIES.

IN WITNESS WHEREOF: THE SAID FIRST PARTY \_\_\_\_\_ HAS \_\_\_\_\_ SIGNED THESE PRESENTS THE DAY AND YEAR FIRST WRITTEN.

MANSIONES DEL SOL, INC.  
\_\_\_\_\_  
FRANK H. KESSLER  
\_\_\_\_\_  
H. MARVIN BASTIEN  
\_\_\_\_\_

STATE OF KANSAS)  
SEDGWICK COUNTY) SS

PERSONALLY APPEARED BEFORE ME A NOTARY PUBLIC IN AND FOR  
AND STATE AFORESAID Mansiones del Sol, Inc. a corporation of the  
Frank H. Kessler and Secretary, H. Marvin Bastien

TO ME PERSONALLY KNOWN TO BE THE SAME PERSON \_\_\_\_\_ WHO EXECUTED THE FORE-  
GOING INSTRUMENT OF WRITING AND SAID PERSON \_\_\_\_\_ DULY ACKNOWLEDGED THE EXECUTION THEREOF.

DATE WICHITA, KANSAS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 19\_\_\_\_.

(My \_\_\_\_\_)  
\_\_\_\_\_  
NOTARY PUBLIC

AGREEMENT RELATIVE TO DRAINAGE  
IN SECTION 14, TOWNSHIP 27 SOUTH, RANGE 2 EAST  
SEDGWICK COUNTY, KANSAS

THIS AGREEMENT, Made and entered into this 18<sup>th</sup> day  
of May, 1970, by and between:

CRESTVIEW COUNTRY CLUB,  
hereinafter referred to as

"Crestview"

and

CRESTVIEW DEVELOPMENT CORPORATION  
hereinafter referred to as

"Development Corporation"

and

MANSIONES DEL SOL, INC., hereinafter  
referred to as

"Mansiones"

WHEREAS, Crestview has heretofore entered into real estate  
contracts of sale with Development Corporation and Mansiones as to  
certain portions of said land now owned by Crestview, all located in  
Section 14, Township 27 South, Range 2 East, Sedgwick County, Kansas;  
and

WHEREAS, Crestview has developed and is operating a country  
club and golf course; and

WHEREAS, the lands being sold under said contracts of sale  
are being planned by the purchasers thereof for development of  
residential and/or commercial activities; and

WHEREAS, <sup>a plan of</sup> an overall system of drainage for said area ~~has been~~ <sup>will be</sup>  
designed by engineers employed by said parties; and

WHEREAS, it is the desire of all of said parties that the  
purchasers of said land and their subsequent assignees shall have  
the continued right to direct or discharge drainage on the club's  
property in accordance with said drainage plan; and

WHEREAS, the said purchasers are in the process of preparing and filing plats of their properties and will in the future file additional plats covering certain portions of the purchased property and also a Planned Unit Development will be filed in the future wherein all of said parties have agreed to cooperate and join in the filing and completion of said plan; and

WHEREAS, one of the requirements in connection with the approval of said plat <sup>§</sup> by the governing bodies is that the drainage of the properties so being sold and acquired by Development Corporation and Mansiones shall have the right to continue to direct or discharge the drainage on the club's property in accordance with said plan.


NOW THEREFORE, it is agreed by and between the said parties as follows:

Said Development Corporation and Mansiones shall have the right to continue to direct and/or discharge drainage on the club's property in accordance with the overall drainage plan; and said Crestview does hereby agree that no alterations or construction will be made on the club's property which would destroy or impede the overall drainage system within said section.

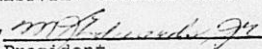
It is further agreed that the overall drainage plan which has heretofore been submitted to all of said parties may be changed at subsequent dates but only by agreement of all of the parties to this agreement and their successors and assigns.

THIS CONTRACT entered into the date first above written and shall be binding upon the successors and assigns of each of the parties hereto.

ATTEST:

  
Secretary

CRESTVIEW COUNTRY CLUB

By   
President



CRESTVIEW DEVELOPMENT CORPORATION

ATTEST:

*Warren Tomlinson*  
Secretary

By *James J. Haugen*  
President

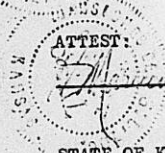


MANSIONES DEL SOL, INC.

ATTEST:

*Marion Barton*  
Secretary

By *James J. Haugen*  
President



STATE OF KANSAS

SS:

SEDGWICK COUNTY

BE IT REMEMBERED that on this 20<sup>th</sup> day of May, 1970, before me, the undersigned a Notary Public in and for the County and State aforesaid, came M. J. Edwards, President and A. K. Wilson, Secretary of CRESTVIEW COUNTRY CLUB, personally known to me to be the same persons who executed the foregoing instrument of writing as officers of said corporation, in behalf of said corporation, and they duly acknowledged the execution of the same for themselves and for said corporation for the uses and purposes therein set forth.

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



My Commission Expires:

Sept. 3, 1970

*Ivan P. Salver*  
Notary Public  
IVAN P. SALVER

STATE OF KANSAS

SS:

SEDGWICK COUNTY

BE IT REMEMBERED that on this 20<sup>th</sup> day of May, 1970, before me, the undersigned a Notary Public in and for the County and State aforesaid, came James Haugen, President and Warren Tomlinson, Secretary of CRESTVIEW DEVELOPMENT CORPORATION, personally known to me to be the same persons who executed the foregoing instrument of writing as officers of said corporation, in behalf of said corporation, and they duly acknowledged the execution of the same for themselves and for said corporation for the uses and purposes therein set forth.

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



My Commission Expires:

25th day of May 1972

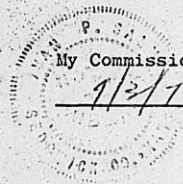
*Jean Feil*  
Notary Public  
J. JEAN FEIL

STATE OF KANSAS  
SS:  
SEDGWICK COUNTY

BE IT REMEMBERED that on this 18 day of May, 1970, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Frank H. Koser, President and H. Mann Burton, Secretary of MANSIONES DEL SOL, INC., personally known to me to be the same persons who executed the foregoing instrument of writing as officers of said corporation, in behalf of said corporation, and they duly acknowledged the execution of the same for themselves and for said corporation for the uses and purposes therein set forth.

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

Ivan P. Salyer  
Notary Public  
IVAN P. SALYER



My Commission Expires:  
9/2/70

REAL ESTATE CONTRACT

THIS AGREEMENT, made and entered into this 6<sup>th</sup> day of May, 1970, by and between CRESTVIEW COUNTRY CLUB, a Kansas Corporation, hereinafter referred to as "Seller" and MANSIONES DEL SOL, INC., a Kansas Corporation, hereinafter referred to as "Purchaser".

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable considerations and the covenants hereinafter contained to be kept and performed by each of the parties hereto, the parties do hereby covenant and agree by and with each other as follows:

1. Sale. The Seller does hereby agree to sell to the Purchaser, and the Purchaser does hereby agree to purchase from the Seller, all those certain parcels of land situated in the County of Sedgwick, State of Kansas, and being described on Exhibit "A", which is attached hereto and made a part hereof.

2. Purchase Price. The purchase price which the purchaser agrees to pay to the Seller and which the Seller agrees to accept for the property covered by this contract is the sum of Two Hundred Thousand Dollars (\$200,000.00) payable in the following manner:

- (a) The sum of \$51,200.00 which has been previously paid to Crestview Country Club and receipt of which is hereby acknowledged.
- (b) The balance of \$148,800.00 in cash upon closing.

3. Title Evidence. The Seller is to furnish to the Purchaser an abstract of title or title insurance on January 1, 1970, showing title to be good and marketable or insurable without exceptions. Purchaser shall have five days after delivery of such abstract of title or insurance commitment within which to notify the Seller of any defects in the title. In the event the Seller is unable to furnish such evidence of good and marketable or insurable title, the Purchaser may at its option elect to have the earnest money repaid to it or may take such other action as may be available to it in accordance with law. This transaction shall close and the Purchaser shall pay the \$50,134.00 payment and execute all papers required to be executed for the completion of this purchase on January 10, 1970, and the Seller shall deliver a good and sufficient warranty Deed to Purchaser on that date. The transaction shall be closed at the offices of Seller. If for any reason other than failure of title, the Purchaser does not close this transaction as herein provided the deposit made by the Purchaser shall be retained by the Seller as liquidated damages.

4. Easements. The Master Plan as submitted to the Wichita-Sedgwick County Metropolitan Area Planning Commission by Oblinger & Smith of Wichita, Kansas, generally divides Section 14-27S-2E into golf course and clubhouse and clubhouse facility areas, townhouse and

apartment sites, commercial areas, and duplex and single family dwelling sites, and it is recognized by both Seller and Purchaser that the owners of various portions of Section 14 must necessarily own their properties subject to easements in favor of the owners of other parcels in said Section and that also they must be provided easements which affect properties owned by others. Without limiting the scope of the easements which may be necessary to be given in connection with the entire development of Section 14, it is agreed that the property to be conveyed to Purchaser hereunder will be subject to the following easements:

- (a) Easement in favor of Seller for public and private utilities and drainage easements where necessary to adequately serve the improvements which are now or may hereafter be constructed upon the portion of the Section to be retained by Seller or on the portion of the Section consisting of approximately 309 acres being sold contemporaneously herewith in the duplex and single family dwelling areas, and to drain surface waters from said areas into the natural drainage through the Section. All electric and telephone utilities constructed on the Section at any place shall be underground facilities.
- (b) Easement in favor of Purchaser over and across land to be retained by Seller and land to be sold by Seller to third parties covering the duplex and single family dwelling sites for public and private utilities and drainage easements where necessary to adequately serve the improvements which are now or may hereafter be constructed upon the portion of the Section which is being sold to Purchaser, and to drain surface waters from said areas into the natural drainage through the Section.
- (c) In connection with the operation of the golf course facilities which are now constructed on the property to be retained by the Seller, it is contemplated that persons, including, but not limited to participants and spectators, using such facilities may from time to time require a small amount of additional land adjacent to such facilities in order to fully enjoy the golf course facilities. The Purchaser does hereby agree by and with Seller that Seller shall have a non-exclusive temporary easement over and across that portion of the land to be conveyed by Seller to Purchaser hereunder which lies within fifty feet of the perimeter of the present golf course facility on the land which is being retained by Seller. Said temporary non-exclusive easement shall run in favor of the Seller and persons who may with the approval of the Seller use the present golf course facility. This temporary easement shall remain in effect only until such time as Purchaser plats any such area, and shall expire upon platting. At the time of platting the Purchaser

agrees to consult with Seller and in the event Seller and Purchaser are of the opinion that the enjoyment of the golf course facilities by participants and/or spectators will require a permanent easement over and across any portion of the land in any such plan which is adjacent to the golf course facility then and in that event Purchaser will execute an easement in favor of Seller covering such easement up to but not exceeding fifty feet over and across the affected portion of such plat adjoining such golf course facility and in selling any such portion of the platted property, Purchaser hereunder will convey the same subject to such easement. Any such permanent easement will be non-exclusive but will run generally in favor of the Seller and any person either participant or spectator, who may wish to use the same from time to time in connection with their use of the golf course facility. Seller agrees to maintain temporary and permanent easement areas at its sole cost and expense. Seller agrees that no such easement will be requested or imposed so as to conflict with any improvements built or plan on the property, whether or not said improvements are located within fifty feet of the perimeter of the golf course.

- (d) Easement in favor of Purchaser over and across land to be retained by Seller and subject to any assignments made thereafter for the use of the existing sewer system or any subsequent sewer system constructed thereafter, all tie-ins to said systems shall be at the sole cost of the Purchaser.

In connection with the easements referred to in (a) and (b) above, the location and the extent of any such easements shall be agreed upon at the time of platting of any portion of land to be conveyed to Purchaser hereunder or of any land in the duplex or single family dwelling portion upon platting of any portion thereof and appropriate instruments granting such easements shall be prepared, executed and, if necessary, filed of record, in order to assure the availability of utilities to adequately serve any improvements to be constructed on any portion of Section 14 and to provide for the proper drainage of this Section. It is understood that any such easements will be located in keeping with good development practices and to minimize the damage done to any portion of the Section.

5. Planned Unit Development. The Seller has heretofore through Oblinger & Smith of Wichita, Kansas, filed a Master Plan and requested zoning of the entire Section 14 under Planned Unit Development, and Seller agrees that it will at its sole cost and expense proceed with the application for approval of this Master Plan and attempt to obtain this approval at the earliest possible time, and Purchaser agrees for itself, its successors and assigns that it will join in applications under planned unit development as requested by Seller and will cooperate with the Seller in obtaining approval of the Master Plan.

Seller hereby consents on its behalf and on behalf of its assigns, that Purchaser may at its option replat the garden apartment portion and the townhouse portions as single family or duplex lots.

6. Restrictive covenants. The Purchaser agrees that it will prior to filing a plat for any portion of the land to be conveyed to it hereunder prepare and furnish to Seller a set of proposed restrictive covenants which will govern the development and use of all of such land. The Seller shall have the right to make any reasonable amendments or changes in such proposed covenants and to furnish purchaser a copy of its proposed amendments and modifications. The final restrictive covenants shall be approved in writing by both Purchaser and Seller and filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

7. Club Improvements. In connection with the construction of additional improvements by Seller on land which is to be retained by it, Seller agrees to consult with Purchaser concerning the location of any such new structures or improvements. In the event any proposed structures or improvements are to be located within 100 yards of the land to be conveyed hereunder, Purchaser must approve in writing the location of any such improvements or structures.

8. Resale. Purchaser agrees that it will not sell to any one person, firm or corporation, in excess of 25 acres out of the land which is being purchased hereunder without first securing the written approval of Seller.

9. Water Service. Seller warrants that there is an existing water main servicing the improvements on Section 14 and grants Purchaser the right to tie on said main or to extend said main without cost to Purchaser, other than tie on or extension costs.

10. Possession. Purchaser shall have the right to assume possession of the land to be conveyed to it under this contract on the signing of this instrument and the payment of the sum due on October 10, 1969.

11. Binding Effect. This agreement shall be binding upon the successors and assigns of the respective parties hereto.

CRESTVIEW COUNTRY CLUB

By

W. J. ...  
President

ATTEST:

Caroline ...  
Secretary

"SELLER"

MANSIONES DEL SOL, INC.

By [Signature]  
President



[Signature]  
Secretary

"PURCHASER"

STATE OF KANSAS, SEDGWICK COUNTY: ss:

BE IT REMEMBERED that on this 6th day of May, 1970, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came M. J. Edwards, Jr., President of Crestview Country Club, a corporation of the State of Kansas, personally known to me to be the same person who executed the foregoing instrument of writing as an officer of said corporation, in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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



Cheryl Kasten  
Cheryl Kasten - Notary Public

STATE OF KANSAS, SEDGWICK COUNTY: ss:

BE IT REMEMBERED that on this 6th day of May, 1970, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Frank M. Kessler, President of Mansiones del Sol, Inc., a corporation of the State of Kansas, personally known to me to be the same person who executed the foregoing instrument of writing as an officer of said corporation, in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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



Cheryl Kasten  
Cheryl Kasten - Notary Public

EXHIBIT "A"

Beginning at a point on the West line of Section 14, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, 1492.95 feet South of the Northwest corner of said Section 14; thence North 89°11'12" East 50.00 feet to monument "1-A"; thence North 84°48'23" East 180.48 feet to monument "2"; thence North 32°23'44" East 267.75 feet to monument "3"; thence North 35°37'17" East 541.87 feet to monument "4"; thence North 65°54'59" East 664.82 feet to monument "5"; thence South 52°49'40" East 78.27 feet to monument "6"; thence S 07°30'45" East 280.16 feet to monument "7"; thence South 55° 17'52" West 139.85 feet to monument "8-A"; thence South 08°08'36" West 445.26 feet to monument "9-A"; thence South 75°59'50" West 645.00 feet to monument "10-A"; thence North 31°06'00" West 246.38 feet to monument "90"; thence South 60° 23'44" West 90.00 feet to monument "91"; thence South 32°23'44" West 175.00 feet to monument "92"; thence South 89°11'12" West 250.00 feet to the West line of said Section 14; thence North 0°48'48" West 60.00 feet along said Section line to the point of beginning,

and

Beginning South 0°58'09" East a distance of 316.95 feet from the West Quarter corner of Section 14, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence North 89°01'10" East 701.25 feet; thence North 1°07'34" West 214.71 feet; thence North 88°51'26" East 294.98 feet to monument "15" of Crestview Country Club Boundary Survey; thence South 69°17'34" East 304.33 feet to monument "16"; thence South 65°15'14" East 175.69 feet to monument "17"; thence South 51°14'54" East 170.10 feet to monument "17-A"; thence South 30°00'56" West 402.28 feet to monument "22-A"; thence North 61°21'59" West 184.23 feet to monument "22"; thence North 71°03'49" West 259.39 feet to monument "23"; thence North 68°45'49" West 239.59 feet to monument "24"; thence South 14°05'38" West 313.02 feet to monument "25"; thence South 02°21'18" East 110.26 feet to monument "26"; thence South 63°23'38" East 543.79 feet to monument "27"; thence South 57°48'18" East 215.76 feet to monument "28"; thence South 41°47'40" East 407.24 feet to monument "29"; thence South 22°14'53" West 65.25 feet to monument "30"; thence South 72°19'57" West 477.34 feet to monument "31"; thence South 78°22'39" West 142.88 feet to monument "32"; thence South 76°30'55" West 245.60 feet to monument "33"; thence North 38°57'05" West 155.15 feet to monument "33-A"; thence South 89°01'51" West 580.00 feet to monument "33-B"; thence South 89°01'51" West 50.00 feet to West line of Section 14; thence North 0°58'09" West 1404.17 feet along said Section line to the point of beginning.

DECLARATION OF COVENANTS AND  
RESTRICTIONS OF PHASE I OF THE VILLAS AT  
CRESTVIEW, A CONDOMINIUM

MANSIONES DEL SOL, INC., hereinafter referred to as "Declarant" being the owner of that certain real property subject to this Declaration, DOES HEREBY DECLARE, FIX AND ESTABLISH a general plan for the development, improvement, protection and maintenance of the property subject to this Declaration, and DOES HEREBY DECLARE, FIX AND ESTABLISH the covenants, conditions, restrictions, liens and charges upon and subject to which all of the property subject to this Declaration, and all part or portions thereof, improvements thereon and interests therein, shall be held, used, occupied, leased, subleased or otherwise transferred; all of which are for the benefit of said property and each person having any interest therein as owner or lessee or sublessee; and the same and each of them shall inure to and be binding upon each and every successive successor in interest of each such person, and the same and each of same is hereby imposed upon said property as a servitude in favor thereof and interest therein as the dominant tenement or tenements, to-wit:

ARTICLE I

PROPERTY DESCRIPTION:

The property subject to this Declaration hereinbefore and hereinafter referred to as "subject property" is situated in the County of Sedgwick, State of Kansas, and is particularly described as follows:

The Villas at Crestview, an addition to  
Sedgwick County, Kansas.

ARTICLE II

DEFINITIONS:

Unless the context clearly indicates a different meaning therefor, the following words, phrases or terms as hereinafter used in this Declaration (regardless of the tense or person in which the same may be used) shall be deemed to mean and shall be defined as hereinafter in this Article II set forth:

ARTICLES OF INCORPORATION AND BY-LAWS:

Articles of Incorporation or By-Laws, as the case may be, of the Association as the same may be amended from time to time.

ASSOCIATION:

The Villas Homeowners Association, a Kansas non-profit corporation, the members of which shall be all of the several owners of the subject property hereinafter described.

COMMUNITY FACILITIES:

All facilities placed or erected on a community area and all facilities serving more than one residence site or one owner and including drives, walks, parking areas, sewers, electrical, water, gas, television, and telephone services and fixtures, storage and equipment areas or enclosures, parks, open spaces, planted and landscaped areas, sprinkling systems and recreation areas.

RESIDENCE SITES:

A fee simple interest in the lot upon which a townhouse is or will be constructed and which is conveyed to an owner together with an undivided interest in the common areas. Each lot shall extend only to the limits of the improvements thereon, including enclosed patios, courtyards, and garages. The maximum number of residence sites permitted on the subject property shall be sixty-five (65).

OWNER:

Any person or persons who own a residence site in fee simple together with equal interest in the common areas with all other owners, and the successive successors, assigns, heirs, devisees or personal representatives of such person or persons.

COMMUNITY OR COMMON AREAS:

All of the subject property other than the residence sites as described above.

NOTICE:

Notice, declaration, certification, approval, consent, authorization shall mean and be effective as such only when in writing.

PARTY WALL:

A wall erected upon the boundary line of a residence site and being the wall separating two individual residences one from the other; or a wall erected upon the boundary line of a residence site, being the end wall of a residence building.

TRANSFER:

A transfer of any and every kind or nature whatsoever of any right, title or interest in subject property or in a residence site or any part or portion thereof or interest therein or improvement thereon or appurtenant thereto, including a transfer by deed or trust or mortgage and also including, but not limited to, a sale, assignment, gift, lease or sublease.

UTILITY:

Electricity, gas, water, telephone, television, trash pickup and like services whether or not provided or supplied by a public utility company.

ARTICLE III

INCORPORATION OR EXISTING RESTRICTIONS:

To the extent that all or any portion of the subject property shall heretofore have been made subject to any conditions or restrictions of use by a recorded instrument or instruments the Association and each member shall abide by any such conditions or restrictions. Nothing herein contained is intended to abrogate any existing valid restrictions or covenants concerning subject property.

ARTICLE IV

OCCUPANCY:  
Limitations:

Except upon express consent of the Association given and evidenced in the manner provided for leasing and transfer of ownership in Article V, no residence sites shall be occupied by any person or persons other than the owner and owner's immediate family, his casual guests, and his domestic employees or servants.

OCCUPANCY:  
Conduct:

An owner shall not interfere with the rights of other owners, the Association, or the Declarant, nor intentionally or unintentionally, annoy any of such or any of the occupants of subject property by unreasonable noises, offensive odors, improper neighborly conduct or otherwise.

An owner shall obey and comply with all public laws, ordinances, rules and regulations and all ground rules now or hereafter promulgated as provided for in this Declaration. No owner shall do or allow to be done any act which causes, or threatens to cause any damage, encroachment, or disrepair to the subject property community facilities, any party wall, or the residence site of any other owner.

ARTICLE V

LEASING OR TRANSFER:  
Rights of Association:

In the event of a sale or a lease or a sublease of any residence site or any portion thereof, the Association has and shall have the option to purchase, rent, or lease the same on the same terms and conditions as are offered to the owner. Any attempted sale or lease or sublease of any residence site, without prior offer to the Association, shall be wholly null and void and shall confer no title or interest whatsoever to the intended purchaser, tenant or sublessee.

LEASING OR TRANSFER:  
Notices and Conditions:

Should an owner wish to sell, lease or rent his interest in any residence site, or any part thereof, he shall, before accepting any offer to sell, purchase, lease or rent any such interest, deliver to the Association written notice of his intent to sell, lease, or rent, which notice shall contain a true copy of any instrument containing the terms of any such offer. The Association shall, within seven (7) days after receiving such notice, either consent to the transaction specified in said notice or, by written notice delivered to Owner's residence site, indicate the Association's intention to purchase, lease or rent the Owner's interest upon the same terms and conditions specified in Owner's notice to Association. Association shall have fourteen (14) days after the giving of its notice to Owner to perform the duties and obligations and to make the payments provided to be performed and to be made by the prospective buyer, tenant or sublessee in Owner's notice to Association. Within the same fourteen (14) day period, Owner may without prejudice, withdraw his offer to sell, lease or sublet all or any portion of his residence site. Failure of the Association to indicate by notice to Owner its intention to buy or lease, as may be, Owner's interest in his residence site as set forth in Owner's notice within the seven (7) days period following Owner's notice to Association to perform as provided in said notice within fourteen (14) days after receipt by

Owner of Association's notice, shall be deemed a consent by the Association to the transaction specified in Owner's notice. An Owner shall have no right to sell, lease or rent any interest in any residence site or any part thereof except as expressly provided in this Article. The subleasing of any interest in any residence site shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of an Owner under these covenants shall continue, notwithstanding that he may have leased or rented said interest as provided herein.

LEASING OR TRANSFER:  
Fees to Be Paid:

All fees, charges, assessments, interest, penalties, and special assessments levied against the residence site proposed by any Owner to be transferred or leased as provided in this Article shall be fully paid to the Association to the extent that the same has not been waived by the Association before any transfer, lease or sublease shall be effective.

LEASING OR TRANSFER:  
Exceptions:

The provisions of this Article shall not apply to (a) the leasing or transfer of ownership by the Owner of any residence site to a member of his immediate family; or (b) if ownership be held jointly or in common with others, the leasing or transfer of ownership of a residence site by one of such joint or common owners to another joint or common owner; or (c) the leasing or transfer of ownership by the Owner of another residence site in the subject property; or (d) the granting by an Owner to a friend or relative of the limited license, upon the receipt of no consideration by way of rent or otherwise, to use and to occupy a residence site for a term of not longer than four (4) weeks; provided, however, that an Owner shall give the Association two (2) weeks notice in writing of the intended license and of the name and address of the licensee.

LEASING OR TRANSFER:  
Mortgage Protection:

Should the interest in any residence site become subject to a mortgage or deed of trust given as security, in good faith and for value, the holder thereof, upon becoming the owner of such interest through whatever means, or the buyer at any sale under a power of sale therein contained, shall have the unqualified right to sell, lease or otherwise dispose of said interest and the fee ownership of said residence site, without offer to the Association notwithstanding the provisions of this Article.

LEASING OR TRANSFER:  
Non-Waiver:

Regardless of any prior consent theretofore given, no Owner of a residence site nor his executor, administrator or personal representative, nor any trustee or receiver of the property of such Owner nor anyone to whom the interest of such Owner shall pass by law shall be entitled to lease or transfer the ownership of any interest therein of any residence site except upon full compliance with the provisions of this Article.

#### ARTICLE VI

RESTRICTIVE COVENANTS: The subject property shall be used and occupied for residential purposes only.

No exterior shades, awnings or window guards shall be used by any Owner on his individual residence site, except those that are authorized by the Association.

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 and in the common areas. Dogs and other animals shall not be allowed to trespass on the adjacent Crestview Country Club whether on leash or not.

There shall not be any additional external television or radio antennas erected or any external structure changes or additions and no Owner shall erect any structures either permanent or temporary upon any of the common areas.

No automobile, truck, motorcycle, motorbike, boat, housetrailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the common area, except in storage areas designated for that purpose by the Association.

Garage doors shall be kept closed at all times when not necessary for the purpose of ingress, egress or maintenance.

✓ The Board of Directors of Crestview Country Club shall also have the right to enforce the restrictive covenants set out herein.

#### ARTICLE VII

ASSOCIATION:  
Powers and Duties:

THE VILLAS HOMEOWNERS ASSOCIATION of the State of Kansas shall have the rights and powers as set forth in its Articles of Incorporation and By-laws, together with its general powers as a non-profit corporation, and it shall perform each and every duty required of it by this Declaration.

✓ Declarant shall manage the Association pursuant to the powers and duties set forth by this Declaration until such time fifty (50) units have been sold to individual owners and shall exercise the powers of the Association and duties as set forth in the Charter and By-laws of the Association. Declarant has the option of turning over the management of the Association to the Association at any earlier time as it sees fit.

✓ Declarant shall maintain, develop and manage all unsold portions of the subject property at its sole cost and the Association shall not levy any assessment against Declarant for any reason.

ASSOCIATION:  
Maintenance:

The Association shall maintain the community facilities, the landscape setbacks, the exteriors (including roofs) and the foundations of the residence buildings, and shall engage and pay for all labor and materials as may be reasonably necessary for such maintenance. The Association and such persons as may be engaged by the Association for maintenance purposes, shall have the right to enter upon the exteriors of any residence site

for the performance of maintenance but they shall not have the right to enter a residence unit without permission of the Owner of such residence unit.

ASSOCIATION:  
operations and  
expenses:

The Association shall establish such committees as may be provided for in its By-laws, shall engage a manager, secretaries, engineers, auditors, legal counsel, and other employees or consultants as may be reasonably necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay all other expenses necessary or incidental to the conduct or carrying on of its business.

The Association may engage a professional management firm and turn over to such firm any duties required by its Charter and By-laws and this Declaration.

ASSOCIATION:  
enforcement:

The Association shall have the duty to enforce each and every of the provisions of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of any such action or other enforcement procedure.

The Association by three-fourths vote of the Board of Directors shall have the power to levy fines up to and including \$100.00 against any Owner who has breached or threatens to breach any of the provisions of this Declaration or By-laws of the Association.

ASSOCIATION:  
taxes and Assessments:

Each Owner shall be obligated to pay the taxes or assessments assessed by the County Assessor against his own residence site, or personal property and interest in the common area.

ASSOCIATION:  
utilities:

The Association shall have the authority to pay the water charges, refuse collection charges and other charges for utilities for the common benefit of all owners.

#### ARTICLE VIII

ASSESSMENTS AND LIENS:  
General Assessments:

Each Owner shall pay to the Association, the assessments which shall be established by the Association for the operation of the Association and the operation, maintenance, care and improvement of such property. Each residence site within subject property shall be subject to a lien to secure payment of the assessment established against it.

ASSESSMENTS AND LIENS:  
Insurance and Operating  
Fund:

All general assessments shall be made against each Owner on an equal basis, except that insurance assessments shall be made pro-rata on the basis of the square footage of the improvements erected on each residence site. Each new Owner shall pay an original charge of \$75.00 to the Association to be used as an operating fund for the Association.

**ASSESSMENTS AND LIENS:  
Special Assessments:**

The Association may, from time to time, at a regular meeting or a special meeting called upon notice, establish a special assessment to be levied equally against each residence site for the operation of the Association and the operation, maintenance, care and improvement of such property. In addition, the Association shall have the authority to establish and fix a special assessment on any residence site to secure the liability of the Owner of such residence site to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Any special assessment shall become a lien against each individual residence and residence site in the same manner otherwise provided in this Article. Any special assessment shall be payable in full on the first day of the second calendar month next following the date that the same shall be established by the Association.

**ASSESSMENTS AND LIENS:  
Collection and  
Expenditures:**

The Association shall have the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration, and may in addition to such assessments charge and assess costs (including reasonable attorney fees) and penalties and interest for the late payment or non-payment thereof. The Association shall have the authority to expend all moneys collected from such assessments, costs, penalties, and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association and provided for in this Declaration and in the Articles of Incorporation and By-laws of the Association.

**ASSESSMENTS AND LIENS:  
Delinquency:**

Thirty (30) days after any general or special charge and assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent, and shall so continue until the amount of said charge and assessment together with all costs, penalties and interest as herein provided have been fully paid or otherwise satisfied.

**ASSESSMENTS AND LIENS:  
Notice of Delinquency:**

At any time after general or special charge and assessment against any residence site has become a lien and delinquent, the Association may record a Notice of Delinquency as to such residence site, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees) and penalties which have accrued thereon, a description of the residence site against which the same has been assessed, and the name of the record or reputed record owner thereof and such notice shall be signed by an officer of the Association.

Upon the payment or other satisfaction of said assessments, interests, penalties and costs in connection with which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

**ASSESSMENTS AND LIENS:  
Enforcement of Liens:**

Each lien established pursuant to the provisions of this Declaration by the recording of a Notice of Delinquency as hereinabove provided, may be foreclosed as by the laws of Kansas. In any action to foreclose any such lien the Association shall be entitled to costs, including reasonable attorney's fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

**ASSESSMENTS AND LIENS:  
Reservation of Liens:**

Declarant, as to the property covered by this Declaration and each residence site embraced therein, has established and does hereby establish, reserve and impose a lien thereon securing each assessment provided by this Declaration, together with said costs, penalties and interest, and Declarant does hereby assign to the Association the right to collect and enforce the collection of the same in accordance with and subject to the limitations contained in each of the provisions of this Declaration.

**ASSESSMENTS AND LIENS:  
Subordination to  
Mortgages:**

Each and every assessment and lien, together with any costs, penalties and interest, reserved under this Declaration, shall be subordinate to any valid bona fide mortgage (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any owner covered by this Declaration. Any subsequent owner of any residence site purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale.

ARTICLE IX

**PARTY WALLS:  
Maintenance:**

A party wall is erected for the benefit of the Owner of the residence sites on either side of the center line of such wall, and each such Owner shall maintain that portion of such party wall or party walls within the boundaries of his residence site at all times in good order and repair, and no party wall, its footings or any portion thereof, shall be removed, damaged, injured, or destroyed, nor shall the same be altered, added to, enlarged, or extended except only for the purpose of maintaining or repairing the same, unless upon the prior consent of the Association or of Declarant. In the event of the failure of any Owner or Owners properly to maintain a party wall, the Association may and shall maintain the party wall and perform all works of restoration and repair as may be necessary in its sole discretion.

**PARTY WALLS:  
Cost of Repair:**

The cost of repair or re-erection of a party wall shall be borne by the Owners of the residence sites on either side thereof proportionately, based upon the extent and nature of such repair or re-erection, and in the event of a dispute between the responsible parties as to the apportionment of such costs, the Association shall fix and apportion them to and between the responsible parties and the determination of the Association shall be conclusive and binding.

PARTY WALLS:  
Assessment for Repairs:

In the event that any responsible party should fail to pay for such repair or re-erection of his proportionate share thereof as provided above (whether such repair or re-erection was done or cause to be done by the responsible party or parties or by the Association) the residence site of the responsible party or parties shall be subject to and the Association shall fix and establish a special charge and assessment for the payment of such costs as provided in Article VII of this Declaration.

PARTY WALLS:  
Easement:

In the event that there shall be located within any party wall pipes, vents, outlets or other structures serving more than one residence site, the Owner of each residence site so served shall have and enjoy a perpetual easement to the maintenance and use of any such pipe, vent, outlet or other structure.

#### ARTICLE X

INSURANCE:  
Duties of Association:

The Association shall have the duty to purchase, carry and at all times to maintain in force insurance covering all of the subject real property, the improvements thereon and appurtenant thereto, for the interest of the Association, and of all Owners and their mortgages, as their interests may appear, in such amounts and with such endorsements and coverage as shall be considered similar in construction, location and use to subject property. Such insurance shall include, but need not be limited to:

- (a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier.
- (b) Public liability and property damage insurance on a broad form basis.
- (c) Fidelity bond for all officers and employees of the Association having control over the receipt or disbursement of funds in such penal sums as shall be determined by the Association in accordance with its By-laws.

INSURANCE:  
Proceeds:

Proceeds of insurance shall be disbursed by the insurance carrier as follows:

- (a) For any loss, damage, or destruction affecting an individual residence unit of one (1) Owner only, the proceeds shall be paid to such an Owner with an affirmative duty on such Owner to rebuild or repair his residence unit, except as hereinafter provided in the event of destruction of three-fourths (3/4) or more of the project.

- (b) For any loss, damage, or destruction affecting more than one individual residence or Owner, the proceeds shall be paid to the Association with an affirmative duty on the Association to rebuild or repair the damage to which said insurance proceeds relate.

The Association and the Owners shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of subject property.

INSURANCE:  
Insufficient Proceeds:

If the insurance proceeds are insufficient to repair or replace any loss or damage for the repair of which the Association is bound hereunder, the Association shall levy a special assessment as provided for in Article VII of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as his undivided responsibility, pay any excess costs of repair or replacement.

INSURANCE:  
Mortgage Protection:

There shall be attached to all policies of insurance against loss or damage by fire and other hazards, a mortgagee or lender's loss payable clause, provided, however, that amounts payable under such clause to the mortgagee shall be paid to the Association to hold for the payment of all costs of repair or replacement. The Association shall be responsible to hold said moneys or to collect additional moneys if the proceeds are insufficient to pay for the cost of all repairs or replacements and shall be responsible that all mechanics', material and similar liens which may result from said repairs or replacements, are satisfied.

INSURANCE:  
Total Destruction:

In the event of total destruction or of substantial total destruction or destruction affecting all of the individual residences, it shall be a duty of the Association to obtain bids for reconstruction and to proceed with reconstruction as set forth in Article XI of this Declaration; unless there shall have been an unanimous decision of all Owners not to rebuild, in which event, the Association, as agent for all Owners coupled with its own interest, shall be granted the power to sell the entire property in its then present condition. The proceeds of sale, together with any available insurance proceeds, shall then be distributed to the Owners and their mortgages as their interest may then appear of record.

ARTICLE XI

REPAIR AND RESTORATION: Notwithstanding that the placing, carrying and main-  
General: taining in force of insurance against all loss, damage  
and destruction is provided for in this Declaration,  
the Association and the Owners shall have the affirmative  
obligation for repair and restoration as set forth in  
this Article.

REPAIR AND RESTORATION: Should any individual residence or any part thereof,  
Individual Residence: including windows, be damaged or destroyed by fire or  
other casualty or by intentional mischief, the Owner  
of the residence site upon which the same is situated  
shall, at his own cost and expense repair and restore  
the same or cause the same to be repaired and restored  
substantially in accordance with the original plans.  
All such repair and restoration work and the plans  
and specifications therefor shall be approved, done  
and performed in accordance with all applicable laws,  
ordinances, regulations and building codes, subject  
to the approval by the Association.

REPAIR AND RESTORATION: Should more than one individual residence or any  
More than One parts thereof, including windows, be damaged or  
Individual: destroyed by fire or other casualty or by intentional  
mischief, the Owners of each of the residence sites  
upon which such damage or destruction has occurred  
shall bear the cost of the same proportionately based  
upon the nature and extent of same as it affects the  
individual residence of each such Owner. In the  
event of a dispute between the responsible parties  
as to the apportionment of such costs, the Association  
shall fix and apportion them to and between the  
responsible parties and the determination of the  
Association shall be conclusive and binding.

REPAIR AND RESTORATION: Should any community facilities or any part or  
Community Facilities: portion thereof, be damaged or destroyed by fire or  
other casualty or by intentional mischief, the  
Association, shall be responsible for the cost and  
expense of repair and restoration, and the same shall  
be done substantially in accordance with the original  
plans and specifications for the improvement of sub-  
ject property.

REPAIR AND RESTORATION: The repair and restoration work referred to in this  
Timing and Completion: Article XI shall be commenced within thirty (30) days  
after the happening of the destruction or damage,  
occasioning same, time being the essence, and once  
commenced the same shall be pursued diligently to  
completion; and should the same not be timely commenced,  
the Association may, by notice to the responsible party,  
elect to repair or restore the same or cause the same  
to be repaired or restored on behalf of and at the  
cost and expense of the responsible party or parties,  
and in that event all insurance proceeds collected and  
any additional amount of cost and expense in excess  
thereof shall be forthwith paid over to the Association  
to be used by or to reimburse it for such repair or  
restoration.

REPAIR AND RESTORATION:  
Approval of Plans: No work provided for in this Article or elsewhere in this Declaration shall be commenced and no structure shall be painted or repainted on the exterior thereof or constructed, altered or repaired until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Association and by any governmental body having jurisdiction of the work.

REPAIR AND RESTORATION:  
Mechanic's Liens: All work of whatever nature on subject property when commenced shall be done, performed, expeditiously pursued and completed in accordance with the approval given. Neither the Association nor any Owner who or which performs any work, or causes any work to be performed, on subject property shall suffer or permit any mechanics', laborers', materialmen's, contractors', subcontractors' or other such or similar liens arising from any claim for damages or growing out of any work, or any other claim or demand howsoever the same may arise, to be enforced against subject property or any part or portion thereof, but the Association or such Owner, as the case may be, shall pay or cause to be paid all such liens, claims and demands before any action is brought to enforce the same against any part or portion of subject property; and the Association and each such Owner each separately, but jointly and severally, covenants to indemnify all Owners of the subject property and hold them free and harmless from all liability for any and all such liens, claims or demands together with all costs and expenses in connection therewith. If the Association or any such Owner, as the case may be, shall in good faith contest the validity of any such lien, claim or demand, then the Association or such Owner, as the case may be, shall, at its own expense defend itself and other Owners against the same and shall pay and satisfy any adverse judgment that may be rendered before the recordation thereof against any Owner of the subject property.

REPAIR AND RESTORATION:  
Acceptable Completion: No work on subject property which requires the approval of the Association pursuant to this Declaration shall be deemed completed until the Association shall have issued its Certificate of Acceptable completion. The Association shall issue such Certificate upon written request therefor or shall set forth in writing its specific objections to work as not completed or complying. If the Association fails to issue a Certificate of Completion (or its written specific objections) within sixty (60) days after a request in writing for the same has been made to it, acceptable completion of the work shall be presumed.

REPAIR AND RESTORATION:  
Waiver of Approval: The approval by the Association of any plans and specifications, plot plan, grading, or any other plan or matter requiring approval under this Declaration shall not be deemed to be a waiver of any right to withhold approval as to a similar or any other feature or element embodied therein when subsequently or additionally submitted for approval by the same or any other Owner or by the Association.

**REPAIR AND RESTORATION:** Neither the Association, nor any member thereof, shall be responsible or liable for any loss or damage whatsoever to any Owner or any person or persons whomsoever for any error or defect in any structure which may or may not be shown on any plans and specifications or on any plot or grading plan or in any structure or part or portion thereof, nor for any work done in accordance with any such plans and specifications or plan, nor for any error or defect, nor for any act or omission, nor for creating or maintaining drainage channels, diversions or facilities, nor in any instance whatsoever for developing or maintaining subject or adjoining property, nor in connection with any other matter whether or not the same was or was not submitted to or approved by the Association or any member thereof.

ARTICLE XII

**EASEMENTS:**  
Reservation:

There are hereby specifically reserved for the benefit of the Association, for the Owners in common and for each Owner severally, as their respective interests shall obtain, the easements and rights of way as particularly identified in this Article.

**EASEMENTS:**  
Utilities:

There is reserved for the benefit of each residence site and individual residence, as dominant tenement, an easement for utility services over, under and through the subject property and each other residence site, jointly, as the servient tenement.

**EASEMENTS:**  
Encroachments:

There is reserved for the benefit of each residence site and individual residence, as dominant tenement, of such portion of the subject property and each other residence site, jointly as the servient tenement, as shall be encroached upon, used and occupied by the Owner of the dominant tenement as a result of any construction errors, errors in survey, movement or subsidence of a residence building or structure or any portion thereof.

**EASEMENTS:**  
Rights of Association:

There is reserved to the Association as an easement in gross of which the subject property and all residence sites and individual residences shall be jointly and servient tenement, an easement of entry and of access for the installation and maintenance of utility lines, utility meter boxes, landscaping, and community facilities as defined in this Declaration, and for the performance generally of its rights and duties as provided in this Declaration.

**EASEMENTS:**  
Reservation of Right of Way:

Declarant specifically reserves unto himself, his successors and assigns, a perpetual, non-exclusive easement and right of way over the common area, for the purpose of constructing, maintaining, repairing, replacing, and rebuilding underground pipe lines, drains and/or mains for the purpose of conveying gas, water, and sewerage over, across and through the lands hereinabove described, together with the right to excavate and level ditches and/or trenches for the

location of said pipe lines, drains, and/or mains; provided, however, the subject property is at all times to be replaced in its original state at the expense of the Declarant, his successors and assigns, for the purpose of developing all residence sites located upon subject property and any contiguous and adjacent property to be developed at a later time. This easement is not intended to be exclusive and it is not intended to prohibit or restrain the owners of the subject property to use the said land for their benefit.

#### ARTICLE XIII

##### WAIVER OF PARTITION:

Each Owner, and the successors of each Owner, whether by deed, gift, devise or operation of law, do by their respective acceptance of the covenants herein contained for their own benefit and for the benefit of other sites, specifically waive and abandon all rights, interests and causes of action for a judicial partition of the tenancy in common of subject property and do further promise and covenant that no action for a judicial partition of the common tenancy interest of the subject property shall be instituted, prosecuted, or reduced to judgment earlier than the limitation contained in this Article. The waiver and abandonment here covenanted shall be operative and in force during the term of these covenants.

#### ARTICLE XIV

##### MISCELLANEOUS: Acceptance of Provisions by Grantee:

The Association and each grantee hereafter of any part or portion of the property covered by this Declaration and any purchaser under any grant contract of sale or any lessee under any lease covering any part or portion of such property, accepts the same subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association and Declarant provided for in this Declaration.

##### MISCELLANEOUS: Interpretations of Restrictions:

In interpreting and applying the provisions of this Declaration they shall be held to be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners and occupants of said property. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants, or other agreements, between parties; provided, however, that where this Declaration imposes a greater restriction upon the use or occupancy of any apartment site or upon the construction of buildings or structures, or in connection with any other matters than are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits or by such easements, covenants and agreements, then in that case the provisions of this Declarant shall control.

MISCELLANEOUS:  
Construction and  
Validity of  
Restrictions:

All of said restrictions, conditions, covenants, reservations, liens and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be thereby affected or impaired.

MISCELLANEOUS:  
Assignment of Powers:

Any and all rights and powers of Declarant provided for in this Declaration and any modification or amendment thereof, may be delegated, transferred, assigned, conveyed, or released by Declarant to the Association, and the Association shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein.

MISCELLANEOUS:  
Waiver and Exemptions:

The failure by the Association or of Declarant or of any Owner of any residence site included in said property or any other person, to enforce any of the restrictions, conditions, covenants, reservations, liens or charges to which said property or any part thereof is subject, shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restrictions, condition, covenant, reservation, lien or charge.

MISCELLANEOUS:  
Titles:

All titles used in this Declaration, including those of articles, sections and subsections, are intended solely for convenience of reference, and the same shall not, nor shall any of them affect that which is set forth in such Article, section or subsection nor any of the terms or provisions of this Declaration nor the meaning thereof.

MISCELLANEOUS:  
Singular and Plural  
Masculine and Feminine:

The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

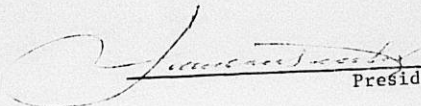
MISCELLANEOUS:  
Successors in Interest:

Reference herein to either the Association or Declarant shall include each successor to the affairs of such, and each such successor shall succeed to the rights, powers, and authority hereunder of such to whose affairs it succeeds.

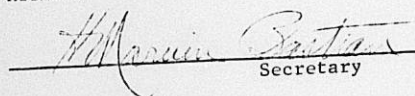
MISCELLANEOUS:  
Amendments:

These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of fifty (50) years from the date hereof. No modification, repealer or amendments of this Declaration shall be effective or binding upon any party or upon any real property subject hereto or benefited hereby unless an instrument in writing shall be duly recorded and unless it be executed by the Association and by not less than seventy-five (75%) percent of the members.

IN WITNESS WHEREOF \_\_\_\_\_ has caused  
this Declaration to be executed this \_\_\_ day of \_\_\_\_\_, 1970.

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

STATE OF KANSAS)  
                          ) ss:  
SEDGWICK COUNTY)

BE IT REMEMBERED that on this \_\_\_ day of \_\_\_\_\_, 1970,  
before me, the undersigned a Notary Public in and for the county and  
state aforesaid, came \_\_\_\_\_ President of  
Mansiones del Sol, Inc., a corporation of the State of Kansas, personally  
known to me to be such officer, and to be the same person who executed  
as such officer the foregoing instrument of writing in behalf of said  
corporation, and he duly acknowledged the execution of the same for  
himself and for said corporation for the uses and purposes therein  
set forth.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

ACCEPTANCE AND APPROVAL

THE VILLAS HOMEOWNERS ASSOCIATION, a non-profit corporation organized and existing under the laws of the State of Kansas, does hereby accept and consent to all of the terms, provisions and conditions, including all protective restrictions, conditions, covenants, reservations, liens, charges and assessments contained in the foregoing Declaration and by this Acceptance and Consent agrees to act in the capacity and with the powers and authority given it under said Declaration. The acceptance and consent is hereby executed and the undersigned hereby causes its signature seal to be hereunto affixed by its authorized officers, on the \_\_\_\_ day of \_\_\_\_\_, 1970.

THE VILLAS HOMEOWNERS ASSOCIATION

By *H. M. ...*  
President

ATTEST:  
*Robert H. ...*  
Secretary

STATE OF KANSAS)  
                  ) ss:  
SEDCWICK COUNTY)

BE IT REMEMBERED that on this \_\_\_\_ day of \_\_\_\_\_, 1970, before me, the undersigned a Notary Public in and for the county and state aforesaid, came \_\_\_\_\_ President of The Villas Homeowners Association a corporation of the State of Kansas, personally known to me to be the same person who executed the foregoing instrument of writing as an officer of said corporation, in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_



ABSTRACTS—TITLE INSURANCE—ESCROW CLOSINGS



June 2, 1970

Metropolitan Area Planning Commission  
City Building Annex  
Wichita, Kansas

Attn: John Gist

Dear Mr. Gist:

In answer to a request by Robert Nelson, we wish to inform you that the Declaration of Restrictions executed by Crestview Country Club Association covering the tracts of land sold to Crestview Development Corporation and Mansiones del Sol, Inc., were filed for record May 19, 1970.

The Mansiones restrictions were recorded in Book Misc. 667, Page 311, and the development corporations restrictions in Book Misc. 667, Page 307.

Yours very truly,

Roger N. Bell

RNB/jw



O. A. BELL  
President

F. R. McEWEN  
Exec. Vice President

JOHN M. BELL  
Vice President

ROGER N. BELL  
Vice President

KENNETH P. BROWN  
Vice President

KAHRS, NELSON, FANNING, HITE & KELLOGG

ATTORNEYS AT LAW

SUITE 630 - 200 WEST DOUGLAS AVENUE

WICHITA, KANSAS 67202

May 13, 1970

AREA 316  
262-3777

AUSTIN M. COWAN (1889-1949)  
W. A. KAHR  
ROBERT H. NELSON  
H. W. FANNING  
RICHARD C. HITE  
DARRELL D. KELLOGG  
ROGER M. SHERWOOD  
RICHARD L. HONEYMAN  
LARRY A. WITHERS

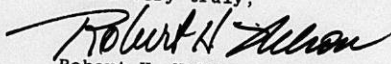
Metropolitan Area Planning Commission  
City Building Annex  
Wichita, Kansas 67202

Re: SCZ-0243

Gentlemen:

Enclosed herewith pursuant to the requirements of the above zoning matter are two copies of the restrictive covenants which are being filed in the office of the Register of Deeds. One applicable to the tracts being acquired by Mansiones Del Sol, Inc., and the other tract applicable to Crestview Development Corporation with reference to the north point addition.

Yours very truly,



Robert H. Nelson  
of KAHRS, NELSON, FANNING, HITE & KELLOGG

RHN/jj  
Encls.

- cc: Jerald R. Jones  
6629 E. Douglas, Wichita, Ks.
- cc: Crestview Country Club  
M. J. Edwards, Pres.  
1000 N. 127th St. East, Wichita, Ks.

*Recorded  
Bk. Misc. 667  
P. 311*

DECLARATION OF RESTRICTIONS

WHEREAS, CRESTVIEW COUNTRY CLUB ASSOCIATION, hereinafter referred to as "Declarant" is the owner of the property as set forth in Exhibit A attached hereto and by reference made a part hereof; and,

WHEREAS, the said Declarant desires to place certain restrictions on the said property set forth in Exhibit A as to the use to which same may be put, all of which restrictions shall be for the use and benefit of Declarant.

NOW, THEREFORE, in consideration of the premises, for itself and for its successors and assigns and for the subsequent grantees of said property set forth in Exhibit A, the use of said property is hereby restricted as hereinafter set forth.

1. None of the property as set forth in Exhibit A may be improved, used or occupied for other than residential purposes.
2. With reference to Tract 1 in Exhibit A, no improvements placed thereon shall be in excess of 25 feet in height.
3. No fence or wall shall be erected or placed on any of said property which is adjacent to the property owned by Declarant, unless Declarant shall approve same.
4. Density - The density of the use for residential purposes in Tract 1 shall not exceed eight (8) per acre;  
The density as to Tract 2 as set forth in Exhibit A shall not be in excess of fifteen (15) per acre.
5. All utilities shall be below the surface of the ground.
6. No animals, livestock, or poultry may be kept or maintained upon any of said lots except that dogs or cats may be kept, provided that they are not permitted to be on any lands owned by the Declarant.
7. Duration of Restrictions - The restrictive covenants set out herein shall continue in full force and effect until such time as a planned unit development is filed with the proper official authorities and approved by the proper parties including this Declarant, said planned unit development to be in accordance with K.S.A. 12-725 to 733 inclusive; or in the

event a planned unit development is not so filed, then until proper zoning changes are affected and any change in the above restrictions shall be first approved by this Declarant.

8. The restrictions herein set forth shall run with the land and shall be considered as covenants running with the land and Declarant and its subsequent assignees of any lands as set forth in the master plan as submitted to the Metropolitan Area Planning Commission shall have the right to enforce said covenants either to prohibit violation and to prevent breach thereof and to compel observance thereof.

IN WITNESS WHEREOF, CRESTVIEW COUNTRY CLUB ASSOCIATION, by authority of its Board of Directors, has caused this instrument to be executed by its President and Secretary respectively, this \_\_\_ day of \_\_\_\_\_, 1970.

CRESTVIEW COUNTRY CLUB ASSOCIATION

BY *M. J. Edwards, Jr.*  
President

ATTEST:

*Archie L. ...*  
Secretary

STATE OF KANSAS  
SS:  
SEDGWICK COUNTY

BE IT REMEMBERED, that on this \_\_\_ day of \_\_\_\_\_, 1970, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_, President, and \_\_\_\_\_, Secretary, of CRESTVIEW COUNTRY CLUB ASSOCIATION, personally known to me to be the same persons who executed the within instrument of writing and such persons acknowledged the execution of the same.

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

\_\_\_\_\_  
Notary Public

My commission expires:  
\_\_\_\_\_

## A.L.T.A. COMMITMENT

FORM 3283

## SCHEDULE C

Number  
169717

The land referred to in this Commitment is described as follows:

## TRACT 1

Beginning at a point on the West line of Section 14, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, 1492.95 feet South of the Northwest corner of said Section 14; thence North 89°11'12" East 50.00 feet to monument "1-A"; thence North 84°48'23" East 180.48 feet to monument "2"; thence North 32°23'44" East 267.75 feet to monument "3"; thence North 35°37'17" East 541.87 feet to monument "4"; thence North 65°54'59" East 664.82 feet to monument "5"; thence South 52°49'40" East 78.27 feet to monument "6"; thence S 07°30'45" East 280.16 feet to monument "7"; thence South 55° 17'52" West 189.85 feet to monument "8-A"; thence South 08°08'36" West 445.26 feet to monument "9-A"; thence South 75°59'50" West 645.00 feet to monument "10-A"; thence North 31°06'00" West 246.38 feet to monument "90"; thence South 60° 23'44" West 90.00 feet to monument "91"; thence South 32°23'44" West 175.00 feet to monument "92"; thence South 89°11'12" West 250.00 feet to the West line of said Section 14; thence North 0°48'48" West 60.00 feet along said Section line to the point of beginning,

and

## TRACT 2

Beginning South 0°58'09" East a distance of 316.95 feet from the West Quarter corner of Section 14, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence North 89°01'10" East 701.25 feet; thence North 1°07'34" West 214.71 feet; thence North 88°51'26" East 294.98 feet to monument "15" of Crestview Country Club Boundary Survey; thence South 69°17'34" East 304.33 feet to monument "16"; thence South 65°15'14" East 175.69 feet to monument "17"; thence South 51°14'54" East 170.10 feet to monument "17-A"; thence South 30°00'56" West 402.28 feet to monument "22-A"; thence North 61°21'59" West 184.23 feet to monument "22"; thence North 71°03'49" West 259.39 feet to monument "23"; thence North 68°45'49" West 239.59 feet to monument "24"; thence South 14°05'38" West 313.02 feet to monument "25"; thence South 02°21'18" East 110.26 feet to monument "26"; thence South 63°23'38" East 548.79 feet to monument "27"; thence South 57°48'18" East 215.76 feet to monument "28"; thence South 41°47'40" East 407.24 feet to monument "29"; thence South 22°14'53" West 65.25 feet to monument "30"; thence South 72°19'57" West 477.54 feet to monument "31"; thence South 78°22'39" West 142.88 feet to monument "32"; thence South 76°30'55" West 245.60 feet to monument "33"; thence North 38°57'05" West 155.15 feet to monument "33-A"; thence South 89°01'51" West 580.00 feet to monument "33-B"; thence South 89°01'51" West 50.00 feet to West line of Section 14; thence North 0°58'09" West 1404.17 feet along said Section line to the point of beginning.

EXHIBIT A

*Law Offices of*  
**BLAKE, JONES, HOPPER, FOSTER & ALLISON**  
808 BROWN BUILDING  
WICHITA, KANSAS  
67202

HAROLD L. BLAKE (1898-1968)  
WILBUR H. JONES  
HERBERT H. HOPPER  
BENJAMIN FOSTER  
LYNN D. ALLISON

May 21, 1970

AREA CODE 316  
AMHERST 2-6466  
AMHERST 4-4348

Metropolitan Area Planning Commission  
104 South Main  
Wichita, Kansas

Gentlemen:

This is to certify that I have examined abstract of title covering the following described property:

The Villas at Crestview, an Addition  
to Sedgwick County, Kansas,

which abstract was last certified by the Security Abstract and Title Co., Inc., on May 20, 1970, at 7:00 a.m., and from such examination of the foregoing, I find fee simple title vested in:

MANSIONES DEL SOL, INC., a Kansas  
Corporation,

subject, however, to the following:

*should be indicated on plat or arrangements made to release asmt.*  
1. A pipe line easement dated May 11, 1970, and granted to Cherokee Pipe Line Company which covers the West 125 feet of Section 14, Township 27 South, Range 2 East, Sedgwick County, Kansas.

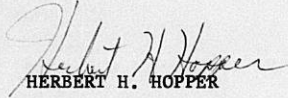
2. I hereby certify that the ad valorem taxes on the above described property have been paid for the year 1969 and



Page 2

all prior years.

Respectfully submitted,

  
HERBERT H. HOPPER

HHH:ckk

THE WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH

OFFICE OF Environmental Health

DATE May 15, 1970

*Gist*

TO John Gist, Planner III, Regulations Division

FROM James F. Aiken, Jr., Environmental Health Director

SUBJECT Sewage System for Crestview  
Country Club Estates  
North Point Addition and The  
Villas at Crestview

Attached is a copy of the letter from Reiss & Goodness Engineers, the consulting engineers who are developing the plans for the sanitary sewage system to serve the indicated subdivisions. The plans and specifications for the sewage system will be reviewed and approved by this department and by the State Health Department.

The subject plats are approved subject to the formation of the Improvement District and the processing of the sanitary sewage system plans through this office and the State Health Department.

*James F. Aiken, Jr.*  
James F. Aiken, Jr.  
Environmental Health Director

JFA:pp



**REISS & GOODNESS ENGINEERS**

*Consulting Engineers*

2160 E. DOUGLAS AVE.  
WICHITA, KANSAS 67214

May 9, 1970

Mr. James F. Aiken, Jr., Director  
Wichita-Sedgwick County Health Department  
1900 E. 9th Street  
Wichita, Kansas 67214

Re: Plats of Crestview Country Club  
Estates, North Point Addition and  
The Villas At Crestview

Dear Mr. Aiken:

In the requirements for filing the above plats, staff comments refer to approval by you on the necessary sanitary sewerage facilities. Please note that previous approval of the Sanitary Sewerage Purification Plant plans for Crestview envisioned the stages that we are now progressing into. The entire control of the sewers and treatment plant will be with a Board of Directors of Crestview Improvement District which is now in the process of being formed by Attorney, Mr. Grey Dresie.

Plans are now being developed by my office for the plant expansion that will be necessary. The sewer lines will also continue to follow the original planned patterned development. These plans will also be ready very soon. Both the plant and the lines will be controlled and built by the Crestview Improvement District as approved by the Kansas State Department of Health.

If you have any further questions, please feel free to contact me.

Sincerely,



A. E. Reiss, P. E.

AER:h

May 15, 1970

Reiss and Goodness  
Engineers  
2160 East Douglas  
Wichita, Kansas 67214

Re: S/D 70-10 - Final Plat of  
THE VILLAS AT CRESTVIEW

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on May 14, 1970, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee, subject to the conditions stated in our letter of May 8, 1970.

In addition to complying with those conditions, it is necessary that you meet the following requirements before this plat can be forwarded to the Board of City Commissioners for consideration:

1. Compliance with the requirements of the Metropolitan Area Planning Commission.
2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
3. Certification by an attorney that fee title is vested in the plattor.
4. Certification that all taxes due and payable for 1969 and prior years have been paid.

If you have any questions concerning this matter, please call our office.

Sincerely,

Jack H. Galbraith  
Senior Planner

JHG:ber

Page 2 - Reiss and Goodness  
May 15, 1970

cc: Mansiones del Sol, Inc.  
229 South Market 67202

Jerald R. Jones  
6629 East Kellogg 67207

Robert H. Nelson  
Attorney at Law  
Suite 630, Olive W. Garvey Building  
200 West Douglas  
Wichita, Kansas 67202

May 8, 1970

Reiss and Goodness  
Engineers  
2160 East Douglas  
Wichita, Kansas 67214

Subject: S/D 70-10 - Final Plat of  
THE VILLAS AT CRESTVIEW

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, May 7, 1970, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

1. The applicant's restrictive covenants offered in the consideration of the associated zone case SCZ-0243, governing the use of subject property for residential purposes, type of structures, heights, density, etc., shall be submitted to the Planning Department for forwarding with the plat to the Board of City Commissioners.  
*→ see letter from Nelson and attached Declaration of Restrictions dated May 13, 1970*
2. The applicant shall furnish adequate assurances, or copies of actual contracts of sale, etc., which include and bind obligations on the part of all present and future owners within the subdivision, to cooperate and join with the Crestview Country Club in the filing and completion of a Planned Unit Development (PUD) covering the entire section of land. *→ SEE: - Copy of Real Estate Contract - Agreement Relative to Drainage in 14-27-2E subject also here to PUD.*
3. The appropriate approval and acceptance text for signatures of the Board of Commissioners of the City of Wichita shall be added to the final plat.
4. A legend for the designation of the irons shall be indicated on the face of the plat.

OK The common lot line between Lots 18 & 19, 30 & 31, 31 & 32, 32 & 33 and 33 & 34 shall be properly dimensioned.

OK Those easements which are for drainage purposes shall be labeled on the face of the plat.

OK A "Block" number or letter shall be indicated on the face of the plat, and referred to in the plat's text.

OK Since the applicant chose to submit continuous lotting of that portion of the plat lying south of the private drive, the restrictive covenants shall include adequate setbacks and minimum separation between structures.

OK Amending the plat's text as follows: "...Governing Body, except for one access to be located within the south 60 feet thereof. Reserve A..."

OK A copy of the applicant's Homes Association agreement shall be furnished to the Planning Department, which provides for the construction, development and continued maintenance of common open space, parking areas, the private drive and access road, green strip, sidewalks adjacent to the drive, etc.

OK The applicant shall obtain by separate instrument, a 10-foot utility easement parallel and adjacent to the perimeter of the plat. → granted from legal description by applicant

OK A letter giving approval of the applicant's proposed sanitary sewage treatment system shall be obtained from the Wichita-Sedgwick County Health Department, and a copy of said letter shall be submitted to the Planning Department. see memo from Jerry Aiken of Health Dept dated 5/11/70

OK The applicant shall install or guarantee the installation of the sanitary sewer lines in accordance with specifications of the City of Wichita, the construction plans and profiles for which are to be submitted to the City's Engineering Division of the Department of Public Works.

OK The applicant shall make satisfactory arrangement for the extension of municipal water to serve all lots within the subdivision. → checked w/ Eng. Div. & guarantee of \$25,000 furnished

→ guarantee of \$5,875. furnished

IRREVOCABLE LETTER  
OF CREDIT  
FOR \$30,875.

adj to S. side of this plat.

Page 3 - S/D 70-10  
Reiss and Goodness  
May 8, 1970

15. The subdivision shall be served with underground electrical and telephone utilities.
16. The applicant shall furnish a copy of an agreement between themselves and the Crestview Country Club which assures a continued right to direct or discharge the plat's drainage onto the Club's property. Such agreement should also provide that no alterations, construction, etc. be made on the Club's property which would destroy or impede the overall drainage system within the section.
17. The applicants and/or their engineer shall contact M. S. Mitchell of the Maintenance-Flood Control Office of the Department of Public Works, relative to minimum building pad elevations near the vicinity of the existing lake and regarding a proposed grading plan for the Reserves or open space areas. A letter giving approval of said plan and setting forth the needed elevations shall be obtained and forwarded to the Planning Department.
18. Recording within 30 days after approval by the Board of City Commissioners.

The enclosed "marked" copy of the final plat is for your information and files.

This matter will be forwarded to the Planning Commission for its consideration on Thursday, May 14, 1970, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Very truly yours,

John D. Gist  
Planner III

JDG:vjp

Enclosure

cc: Mansiones del Sol, Inc.  
229 S. Market 67202

Jerald R. Jones  
6629 East Kellogg 67207

Robert H. Nelson  
Attorney at Law  
630 Olive W. Garvey Bldg. 67202

FINAL PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 70-10 Name THE VILLAS AT CRESTVIEW  
Date Application Rec'd. 2-24-70 Preliminary Approval 3-5-70  
Scheduled S/D Meeting 5-7-70

DESCRIPTION

General Location On the east side of 127th Street East, 1/2 mile north of Central

Owner Mansiones del Sol, Inc.  
Surveyor/Engineer Reiss & Goodness Phone AM 4-1391  
Address 2160 East Douglas

- |   |   |                                      |                        |
|---|---|--------------------------------------|------------------------|
| 1. Gross Acreage of Plat                          | <u>12.11 ±</u>                                    | 7. Lineal Feet of New Streets:       |                        |
| 2. Number of Lots:                                |   | a. <u>20</u> R/W <u>529</u> ft.      |                        |
| Residential                                       | <u>72</u>   | b. _____ R/W _____ ft.               |                        |
| Commercial  | _____   | c. _____ R/W _____ ft.               |                        |
| Industrial  | _____   | d. _____ R/W _____ ft.               |                        |
| Other   | _____   | e. _____ R/W _____ ft.               |                        |
| Total Number of Lots                              | <u>72</u>   | TOTAL                                | <u>529</u> ft.         |
| 3. Minimum Lot Frontage                           | <u>11</u> ft.                                     | 8. Sidewalk adjacent to all streets? | <u>yes</u> <u>X</u> no |
| 4. Minimum Lot Area                               | <u>2786</u> sq. ft.                               |                                      |                        |
| 5. Existing Zoning                                | <u>R-1</u>  |                                      |                        |
| 6. Proposed Zoning                                | <u>LC</u>   |                                      |                        |
| 9. Public Water Supply                            | <u>Yes</u> (Yes-No), Name <u>City of Wichita</u>  |                                      |                        |
| 10. Public Sanitary Sewers                        | <u>Yes</u> (Yes-No), Name <u>Benefit District</u> |                                      |                        |
| 11. Health Department Approval (where applicable) | <u>Yes</u> (Yes-No)                               |                                      |                        |
| 12. City of Wichita                               | <u>Three-Mile Area</u> <u>X</u>                   |                                      |                        |

STAFF COMMENTS:

- The associated county zone case SCZ-0243 "R-1" to "LC" has been approved by the Board of County Commissioners subject to platting. The applicant's restrictive covenants offered in the consideration of said zoning change, governing the use of subject property for residential purposes, type of structures, heights, density, etc., shall be submitted to the Planning Department for forwarding with the plat to the Board of City Commissioners.
- In consideration of the preliminary plat, the applicant was to provide for the extension of the access road along 127th Street East, north to the location of the present entrance to the Country Club. The final plat now differs in that it is proposed to extend the access road to the south in lieu of the north, down to a point of direct access to 127th Street which is not indicated on the original overall plan for the entire section, but which is agreeable with the County Engineer.
- The applicant shall furnish adequate assurances, or copies of actual contracts of sale, etc., which include and bind obligations on the part of all present and future owners within the subdivision, to cooperate and join with the Crestview Country Club in the filing and completion of a Planned Unit Development (PUD) covering the entire section of land.
- The appropriate approval and acceptance text for signatures of the Board of Commissioners of the City of Wichita shall be added to the final plat.
- A legend for the designation of the irons shall be indicated on the face of the plat.

(over)

LAW OFFICES  
DRESIE AND JORGENSEN

615 UNION NATIONAL BUILDING  
BROADWAY AND DOUGLAS  
WICHITA, KANSAS 67202

GREY DRESIE  
J. PAUL JORGENSEN (1912-1967)  
JAMES F. RICHEY

PHONE AMHERST 7-4231  
AREA CODE 316  
W. E. WOODARD  
ASSOCIATE

30 April 1970

Metropolitan Area Planning Commission  
City Building  
Wichita, Kansas 67202

Re: Plat of The Villas at Crestview,  
an Addition to Sedgwick County,  
Kansas

Gentlemen:

This letter is to inform you that I am in the preliminary process of forming an improvement district to be known as Crestview Country Club Improvement District of Sedgwick County, Kansas.

It is the intention of the developers that such improvement district will construct a sanitary sewer system, including laterals and main sewers, and will purchase the existing disposal unit and will in conformity with the requirements of the State Board of Health construct additional sewage disposal facilities. Of course, it is understood that such sewers whether they be laterals, mains or disposal units, will not only meet the requirements of the State Board of Health but will also be submitted to the City Engineer of the City of Wichita for his approval as to meeting City requirements. The above sewer system will be paid for by the issuance of special assessment improvement bonds under the improvement district law and the state bond law.

It is also intended that such improvement district will negotiate and enter into a contract with the Water

Department of the City of Wichita for the construction of necessary mains and a water distribution system to serve the plat area. This will also be financed by special assessment improvement district bonds as in the case of the sewer improvement.

Very truly yours,

DRESIE & JORGENSEN

By 

GD/ew

FINAL PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 70-10 Name THE VILLAS AT CRESTVIEW  
Date Application Rec'd. 2-24-70 Preliminary Approval 3-5-70  
Scheduled S/D Meeting 5-7-70

DESCRIPTION

General Location On the east side of 127th Street East, ½ mile  
north of Central  
Owner Mansiones del Sol, Inc.  
Surveyor/Engineer Reiss & Goodness  
Address 2160 East Douglas Phone AM 4-1391

1. Gross Acreage of Plat 12.11 ±
2. Number of Lots:
  - Residential 72
  - Commercial \_\_\_\_\_
  - Industrial \_\_\_\_\_
  - Other \_\_\_\_\_
  - Total Number of Lots 72
3. Minimum Lot Frontage 11 ft.
4. Minimum Lot Area 2786 sq. ft.
5. Existing Zoning R-1
6. Proposed Zoning LC
7. Lineal Feet of New Streets:
  - a. 20 R/W 529 ft.
  - b. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - c. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - TOTAL \_\_\_\_\_ 529 ft.
8. Sidewalk adjacent to all streets? yes  no
9. Public Water Supply Yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers Yes (Yes-No), Name Benefit District
11. Health Department Approval (where applicable) Yes (Yes-No)
12. City of Wichita \_\_\_\_\_: Three-Mile Area X

STAFF COMMENTS:

1. The associated county zone case SCZ-0243 "R-1" to "LC" has been approved by the Board of County Commissioners subject to platting. The applicant's restrictive covenants offered in the consideration of said zoning change, governing the use of subject property for residential purposes, type of structures, heights, density, etc., shall be submitted to the Planning Department for forwarding with the plat to the Board of City Commissioners.
2. In consideration of the preliminary plat, the applicant was to provide for the extension of the access road along 127th Street East, north to the location of the present entrance to the Country Club. The final plat now differs in that it is proposed to extend the access road to the south in lieu of the north, down to a point of direct access to 127th Street which is not indicated on the original overall plan for the entire section, but which is agreeable with the County Engineer.
3. The applicant shall furnish adequate assurances, or copies of actual contracts of sale, etc., which include and bind obligations on the part of all present and future owners within the subdivision, to cooperate and join with the Crestview Country Club in the filing and completion of a Planned Unit Development (PUD) covering the entire section of land.
4. The appropriate approval and acceptance text for signatures of the Board of Commissioners of the City of Wichita shall be added to the final plat.
5. A legend for the designation of the irons shall be indicated on the face of the plat.

(over)

6. The common lot line between Lots 18 & 19, 30 & 31, 31 & 32, 32 & 33 and 33 & 34 shall be properly dimensioned.
7. Those easements which are for drainage purposes shall be labeled on the face of the plat.
8. A "Block" number or letter shall be indicated on the face of the plat, and referred to in the plat's text.
9. Amending the plat's text as follows: "...Governing Body, except for one access to be located within the south 60 feet thereof. Reserve A..."
10. Since the applicant chose to submit continuous lotting of that portion of the plat lying south of the private drive, the restrictive covenants shall include adequate setbacks and minimum separation between structures.
11. A copy of the applicant's Homes Association agreement shall be furnished to the Planning Department, which provide for the construction, development and continued maintenance of common open space, parking areas, the private drive and access road, green strip, sidewalks adjacent to the drive, etc.
12. The applicant shall obtain by separate instrument, a 10-foot utility easement parallel and adjacent to the perimeter of the plat where needed.
13. A letter giving approval of the applicant's proposed sanitary sewage treatment system shall be obtained from the Wichita-Sedgwick County Health Department, and a copy of said letter shall be submitted to the Planning Department.
14. The applicant shall install or guarantee the installation of the sanitary sewer lines in accordance with specifications of the City of Wichita, the construction plans and profiles for which are to be submitted to the City's Engineering Division of the Department of Public Works.
15. The applicant shall make satisfactory arrangement for the extension of municipal water to serve all lots within the subdivision.
16. The subdivision shall be served with underground electrical and telephone utilities.
17. The applicant shall furnish a copy of an agreement between themselves and the Crestview Country Club which assures a continued right to direct or discharge the plat's drainage onto the Club's property. Such agreement should also provide that no alterations, construction, etc. be made on the Club's property which would destroy or impede the overall drainage system within the section.
18. The applicants and/or their engineer shall contact M. S. Mitchell of the Maintenance-Flood Control office of the Department of Public Works, relative to minimum building pad elevations near the vicinity of the existing lake and regarding a proposed grading plan for the Reserves or open space areas.
19. Recording within 30 days after approval by the Board of City Commissioners.

74.175,57.40,304.31

73.158,09.0,294.99

72.90,01.0,214.77

73.270,8,44,651.28

76.1,0,0,1

# BOUNDARY SURVEY

## THE VILLAS AT CRESTVIEW

T/S VERSION 001 TRAVERSE ANALYSIS OUTPUT

UNADJUSTED TRAVERSE  
PROBLEM ID 123456

STATION	DISTANCE	BEARING	COORDINATES	
			NORTH	EAST
BEGINNING	AZIMUTH	S 0 58 8.98 E	20000.000	20000.000 (Assumed)
185.000	185.000	N 0 58 8.98 W	20184.974	19996.871
525.000	340.000	S 89 1 51.03 W	20179.223	19656.920
658.870	133.870	N 73 29 59.94 W	20217.244	19528.562
886.300	227.430	S 71 30 0.07 W	20145.079	19312.885
1125.900	239.600	N 68 45 48.90 W	20231.867	19089.555
1385.300	259.400	N 71 3 48.87 W	20316.047	18844.194
1569.550	184.250	N 61 21 58.85 W	20404.341	18682.478
1971.730	402.180	S 30 0 56.15 W	20056.097	18481.293
2141.810	170.080	S 51 14 53.83 E	19949.636	18613.933
2317.490	175.680	S 65 15 13.81 E	19876.097	18773.480
2621.800	304.310	S 69 17 33.79 E	19768.495	19058.131
2916.790	294.990	N 88 51 26.22 E	19774.378	19353.063
3131.560	214.770	N 1 7 33.76 W	19989.106	19348.842
3782.840	651.280	N 89 1 10.27 E	20000.251	20000.027

ERROR OF CLOSURE      LENGTH      BEARING      LINEAR PRECISION  
 0.252      S 6 4 12.26 W      0.000

T/S VERSION 001 TRAVERSE ANALYSIS OUTPUT

LEAST SQUARES ADJUSTED TRAVERSE  
PROBLEM ID 123456

STATION	DISTANCE	BEARING	COORDINATES	
			NORTH	EAST
BEGINNING	AZIMUTH	S 0 58 8.98 E	20000.000	20000.000
184.951	184.951	N 0 58 8.98 W	20184.924	19996.872
524.964	340.013	S 89 1 51.03 W	20179.173	19656.907
658.828	133.864	N 73 29 59.94 W	20217.193	19528.555
886.285	227.457	S 71 30 0.07 W	20145.020	19312.852
1125.870	239.585	N 68 45 48.90 W	20231.801	19089.537
1385.256	259.386	N 71 3 48.87 W	20315.977	18844.189
1569.488	184.232	N 61 21 58.85 W	20404.262	18682.489
1971.768	402.280	S 30 0 56.15 W	20055.932	18481.254
2141.872	170.104	S 51 14 53.83 E	19949.456	18613.912
2317.566	175.694	S 65 15 13.81 E	19875.911	18773.472
2621.895	304.329	S 69 17 33.79 E	19768.302	19058.141
2916.873	294.978	N 88 51 26.22 E	19774.185	19353.061
3131.586	214.713	N 1 7 33.76 W	19988.856	19348.841
3782.840	651.254	N 89 1 10.27 E	20000.000	20000.000

AREA OF TRAVERSE REQUESTED  
 ATEA 475298.589      SQUARE FEET  
 10.911      ACRES

INITIAL DATA  
799

END TRAVERSE ANALYSIS  
STOP

*Charles M. Goodner*  
 4/27/90

RUNNING TIME: 03.7 SECS    I/O TIME: 05.9 SECS

March 9, 1970

Reiss and Goodness  
2160 East Douglas  
Wichita, Kansas 67214

Subject: S/D 70-10 - Preliminary Plat of  
THE VILLAS AT CRESTVIEW

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, March 5, 1970, the above captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to:

1. The applicant shall furnish adequate assurances, or copies of actual contracts of sale, etc., which include and bind obligations on the part of all present and future owners within the subdivision, to cooperate and join with the Crestview Country Club in the filing and completion of a Planned Unit Development (PUD) covering the entire section of land.
2. If the applicant chooses to submit continuous lotting of that portion of the plat lying south of the private drive, restrictive covenants shall be provided establishing adequate setbacks and minimum separation between structures. The applicant shall also include within the covenants, provisions which guarantee the density or number of units to be constructed, and which describes the intended development as to type, quality, etc. A copy of these covenants are to be submitted to the Planning Department.
3. A copy of the applicant's Homes Association agreement shall be furnished to the Planning Department, which provide for the construction, development and continued maintenance of common open space, parking areas, the private drive and access road, green strip, sidewalks adjacent to the drive, etc.

Page 2 - S/D 70-10  
Reiss and Goodness  
March 9, 1970

4. Either by plat or by separate arrangement, the applicant shall provide for the extension of the private access road to the north to its connecting intersection to 127th Street East (location of present entrance to Crestview Country Club).
5. "Complete access control" adjacent to the east line of 127th Street East, shall be indicated both on the face of the plat and within the plat's text.
6. The applicant shall obtain by separate instrument, a 10-foot utility easement parallel and adjacent to the perimeter of the plat where needed.
7. All areas of the plat intended for open space shall be labeled as reserves and defined within the plat's text as to what use the reserves are for. It is recommended that the perimeter 10-foot utility easement be included as part of, and the connecting link between the open space reserves within the plat. The result being that the rear of the lots extend only to the utility easement rather than the perimeter boundary of the plat.
8. The 30-foot dividing strip between 127th Street East and the private access road, shall be labeled as a Reserve and its purpose defined within the plat's text.
9. A letter giving approval of the applicant's proposed sanitary sewage treatment system shall be obtained from the Wichita Sedgwick County Health Department, and a copy of said letter shall be submitted to the Planning Department.
10. The applicant shall install or guarantee the installation of the sanitary sewer lines in accordance with specifications of the City of Wichita, the construction plans and profiles for which are to be submitted to the City's Engineering Division of the Department of Public Works.
11. The applicant shall make satisfactory arrangement for the extension of municipal water to serve all lots within the subdivision.
12. The subdivision shall be served with underground electrical and telephone utilities.

Page 3 - S/D 70-10  
Reiss and Goodness  
March 9, 1970

13. The applicant shall furnish a copy of an agreement between themselves and the Crestview Country Club which assures a continued right to direct or discharge the plat's drainage onto the Club's property. Such agreement should also provide that no alterations, construction, etc. be made on the Club's property which would destroy or impede the overall drainage system within the section.
14. Prior to the preparation of the final plat, the applicant and/or their engineer shall contact M. S. Mitchell of the Maintenance-Flood Control office of the Department of Public Works, relative to minimum building pad elevations near the vicinity of the existing lake and regarding a proposed grading plan for the Reserves or open space areas.
15. Prior to the preparation of the final plat, the applicant shall contact Kansas Gas and Electric and Southwestern Bell Telephone Companies regarding the location of required utility easements.
16. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

The enclosed "marked" copy of the preliminary plat is for your information and files. If you should have any questions concerning this matter, please call.

Very truly yours,

John D. Gist  
Planner III

JDG:vjp

Enclosure

cc: Mansiones del Sol, Inc.  
229 S. Market 67202

Jerald R. Jones  
6629 E. Kellogg 67207

Robert H. Nelson  
Attorney at Law  
Union Center Bldg. 67202

PRELIMINARY PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 70-10 Name THE VILLAS AT CRESTVIEW  
Date Application Rec'd. 2-24-70 Preliminary Approval \_\_\_\_\_  
Scheduled S/D Meeting 3-5-70

DESCRIPTION

General Location On the east side of 127th Street East, 1/2 mile  
north of Central  
Owner Mansiones del Sol, Inc.  
Surveyor/Engineer Reiss & Goodness  
Address 2160 East Douglas Phone AM 4-1391

- |   |  |   |  |
|---|--|---|--|
| 1. Gross Acreage of Plat                          | <u>11</u>  | 7. Lineal Feet of New Streets:                  |  |
| 2. Number of Lots:                                |  | a. <u>        </u> R/W <u>        </u> ft.      |  |
| Residential                                       | <u>77</u>  | b. <u>        </u> R/W <u>        </u> ft.      |  |
| Commercial  | <u>        </u>                                      | c. <u>        </u> R/W <u>        </u> ft.      |  |
| Industrial  | <u>        </u>                                      | d. <u>        </u> R/W <u>        </u> ft.      |  |
| Other   | <u>        </u>                                      | e. <u>        </u> R/W <u>        </u> ft.      |  |
| Total Number of Lots                              | <u>77</u>  | TOTAL <u>        </u> ft.                       |  |
| 3. Minimum Lot Frontage                           | <u>12</u> ft.  | 8. Sidewalk adjacent to all                     |  |
| 4. Minimum Lot Area                               | <u>3,000</u> sq. ft.                                 | streets? <u>        </u> yes <u>        </u> no |  |
| 5. Existing Zoning                                | <u>R-1</u>   |   |  |
| 6. Proposed Zoning                                | <u>LC</u>  |   |  |
| 9. Public Water Supply                            | <u>yes</u> (Yes-No), Name <u>Wichita Water Dept.</u> |   |  |
| 10. Public Sanitary Sewers                        | <u>yes</u> (Yes-No), Name <u>Benefit District</u>    |   |  |
| 11. Health Department Approval (where applicable) | <u>        </u> Yes <u>        </u> (Yes-No)         |   |  |
| 12. City of Wichita                               | <u>        </u> : Three-Mile Area <u>        </u> X  |   |  |

STAFF COMMENTS:

1. The associated county zone case SCZ-0243 has been approved by the Board of County Commissioners subject to platting.
2. It is intended that Crestview Country Club will eventually complete the original planned unit development (PUD) on the entire section with cooperation of all the ultimate landowners within the section. The applicant shall furnish adequate assurances, or copies of actual contracts of sale, etc., which include obligations on the part of the purchases to cooperate and join with the Country Club in the filing and completion of a PUD.
3. The applicant shall include within their proposed restrictive covenants, provisions which guarantee the density or number of units to be constructed, and which describes the intended development as to type, quality, etc. A copy of these covenants are to be submitted to the Planning Department.
4. A copy of the applicant's Homes Association agreement shall be furnished to the Planning Department, which provide for the construction, development and continued maintenance of common open space, parking areas, the private drive and access road, greenstrip, sidewalks adjacent to the drive, etc.
5. A means needs to be provided, either by the plat or by separate arrangement, for the extension of the private access road to the north to its connecting intersection to 127th Street East (location of present entrance to Crestview Country Club).

(over)

6. "Complete access control" adjacent to the east line of 127th Street East, shall be indicated both on the face of the plat and within the plat's text.
7. The applicant shall obtain by separate instrument, a 10-foot utility easement parallel and adjacent to the perimeter of the plat where needed.
8. All areas of the plat intended for open space shall be labeled as reserves and defined within the plat's text as to what use the reserves are for. It is also recommended that the perimeter 10-foot utility easement be included as part of, and the connecting link between the open space reserves within the plat. The result being that the rear of the lots extend only to the utility easement rather than the perimeter of the plat.
9. The 30 foot dividing strip between 127th Street East and the private access road, shall be labeled as a Reserve and its purpose defined within the plat's text.
10. The applicant intends to install a sanitary sewage treatment system to serve subject property. A letter giving approval of the proposed system shall be obtained from the Wichita-Sedgwick County Health Department and a copy of said letter shall be submitted to the Planning Department.
11. The applicant shall install or guarantee the installation of the sanitary sewer lines in accordance with specifications of the City of Wichita.
12. The applicant shall make satisfactory arrangement for the extension of municipal water to serve all lots within the subdivision.
13. The subdivision shall be served with underground electrical and telephone utilities.
14. The applicant shall furnish a copy of an agreement between themselves and the Crestview Country Club which assures a continued right to direct or discharge the plat's drainage onto the Club's property. Such agreement should also provide that no alterations, construction, etc. be made on the Club's property which would destroy or impede the overall drainage system within the section.
15. It may be necessary that minimum building pad elevations be determined and established for the lots at the east end of the plat which are in the vicinity of the existing lake.
16. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
17. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

16<sup>TH</sup> FEB. '70

## CRESTVIEW PLAT FOR TOWNHOUSES :

- Covenants - involving land-use, type & quality of development and density of development.
- Homes Assoc. Agreement - involving construction & maintenance of private drives, parking, sidewalks, common open areas, etc.
- Associated zoning case: SCZ-02A3, R-1 to LC, approved by the Bd. of County Com. on 2-11-70.
- 10' perimeter utility easement on plat and 10' utility easement parallel and adjacent to plat granted by separate instrument from the Country Club.
- possible easement within front yard setback area for purposes of water and gas?
- geometrics of intersection between 27<sup>TH</sup> St. East and the frontage road as it relates to the private drive leading on to & from private property.
- designate street name for access road. (see Bob Vinson of Dept. P.W.)

- guarantee paving of access road to urban standard and specifications of County Eng.
- Guarantee extension of municipal water supply (City of Wichita) to serve all lots.
- guarantee extension of sanitary sewer system which meets approval of Health Dept. & specs. of City of Wichita.
- on-site drainage and its relation to overall solution to entire section including golf course?
- Topography and requirements for a Preliminary Plat.
- fieldy. dat. elevations necessary near and around lake on east edge of property.
- agreement and rights to drain onto golf course
- topo. req. of prelim. plat
- grading plan showing drainage & relation to golf course
- sewer plan & grade relation to

Map No.: E-13-C  
Section No.: 14  
Twp. No.: 27S  
Range: 2E

S/D No. 70-10

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: The Villas at Crestview  
General Location: East side of East 127th St. and one-half mile north of Central Ave.

Name of Property Owner: Mansiones del Sol, Inc.  
Address: 229 S. Market St., Wichita, Kansas 67202 Phone: AM 7-2881  
Name of Subdivider: Jerald R. Jones  
Address: 6629 E. Kellogg Ave., Wichita, Kansas 67207 Phone: MU 3-4621  
Name of Agent/Surveyor: Reiss & Goodness Engineers  
Address: 2160 E. Douglas Ave., Wichita, Kansas 67214 Phone: AM 4-1391  
Date of Application: \_\_\_\_\_

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 11  
2. Number of Lots: 77  
Residential \_\_\_\_\_  
Commercial \_\_\_\_\_  
Industrial \_\_\_\_\_  
Other \_\_\_\_\_  
Total Number of Lots 77  
3. Minimum Lot Frontage 12 ft.  
4. Minimum Lot Area 3,000 ft.  
5. Existing Zoning LC-RI  
6. Proposed Zoning LC

- All streets private.  
7. Lineal Feet of New Streets:  
a. \_\_\_\_\_ R/W \_\_\_\_\_ ft.  
b. \_\_\_\_\_ R/W \_\_\_\_\_ ft.  
c. \_\_\_\_\_ R/W \_\_\_\_\_ ft.  
d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.  
e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.  
TOTAL \_\_\_\_\_ ft.  
8. Sidewalk adjacent to all streets? yes x no

9. Public Water Supply Yes (Yes-No), Name Wichita Water Dept.  
10. Public Sanitary Sewers Yes (Yes-No), Name Benefit District  
11. Health Department Approval (where applicable) Yes (Yes-No)  
12. City of Wichita Three-Mile Area x

The owner herein agrees to comply with the Subdivision Regulations for the Wichita-Sedgwick County Metropolitan Area, as approved, and all other pertinent ordinances of the City of Wichita and/or Resolutions of Sedgwick County, Kansas, and Statutes of the State of Kansas. He further agrees that he waives the 60-day statutory period in which the Planning Commission or governing body must act. In addition, it is agreed that all costs of recording the plat and supplemental documents thereto including petitions for improvements such as streets, sewer, sidewalks, etc. with the register of deeds as well as all costs of publication of initiating resolutions approving any petition for improvements shall be assumed and paid by the owner when billed. The undersigned further states that he is the owner of the property proposed for platting.

Mansiones del Sol, Inc.  
Owner's Signature: Jerald R. Jones  
Assoc. V. P. M. E.

Wichita-Sedgwick County Metropolitan Area  
Planning Commission, Room 402, City Building  
Annex, 104 South Main Street, Wichita, Kansas

Received by Jerald R. Jones  
Date 2/18/70  
Fee Submitted 5.70

T9-301B (10-68)



Form 273-021

**PAYMENT NOTICE**

City of Wichita

**PAY AT TREASURER'S OFFICE - FIRST FLOOR**

Bldg & Elev.	Elec.	Elev. Insp.	Exam. Fees
Hse. Mvr.	Hse. Moving	Licse	Mech.
Oil Well	Pav. Cuts	Plan.	Plbg. Cert.
Sanitation	Sewer	Signs	Sidewalk
Street	Trailer		

DESCRIPTION	AMOUNT
<i>Preliminary Plat</i>	<i>\$278</i>
<i>Wallas St (Continued)</i>	
Name <i>Fidelity Investment Co</i>	
Address <i>239 S. Market</i>	
Type <i>R-71-C</i>	Due Date <i>2-24-70</i>
Comments:	
Date <i>2-24-70</i>	By <i>HJP</i>