

Box 72-2

PLAT NO. S/D 72-3 MAP NO. 6447 F-14-D

NAME SHADYBROOK FARMS

LOCATION In an area south of Central and east of
143rd Street East

ENGINEER _____

OWNER John E. Siefkes

APPLICATION FILED 1-13-72

SKETCH PLAT FILED 1-13-72 / REVISED 2-8-72

PRELIMINARY FILED 2-22-72

S/D ACTION 3-2-72 Approve

FINAL FILED 4-10-72

S/D ACTION 4-20-72 Approve

MAPC ACTION 4-27-72 Approve

BCC ACTION 10-10-72 Approved

RECORDED Nov. 2, 1972

REMARKS _____

S/D 72-3 - SHADYBROOK FARMS - In
an area south of Central and east
of 143rd Street East

ACTION

S/O JONES (prelim.) Approve 3-2-72
S/O Com. (final) Approve 4-20-72
M.A.F.L. Approve 4-27-72

B.C.C.  Approved 10-10-72

REGISTER OF DEEDS

Φ
11-8-72

SEDGWICK COUNTY, KANSAS

SHADYBROOK FARM ADDITION was

filed for record on November 2, 1972

S-2 7-18

81

vh

John Hall

Register Of Deeds

T9-328

*JG
Dear John?*

April 22, 1974

Mr. John E. Siefkes
114 Lochinvar
Wichita, Kansas 67207

Dear John:

I apologize for being so long in answering your inquiry concerning street lighting in Shadybrook Farm Addition. I have searched the statutes and have found what I believe to be a practical way to handle the problem. Under KSA 19-2721 and following sections, there is authority for Board of County Commissioners, when petitioned, to enter into contracts (presumably with someone like KG&E), to provide street lighting and to handle the financing through a special assessment technique on an annual basis. A copy of the statute is attached. I have looked, and barring any change in the 1974 Legislature, there has been no amendment thereto.

The statute basically provides that the County can enter into contracts for up to 20 years for the provision of these services, subject to the general provisions of the act. There is a judgment to be made by the County Commissioners that the lighting of such streets is necessary to promote the public convenience, welfare and safety. The lighting must be in platted areas, and Shadybrook Farms qualifies in this respect.

It is apparently necessary that a petition be presented to the Board of County Commissioners representing at least a majority of the owners of land abutting the street which is to be lighted. Of course the larger the petition, the better it would be. After receiving the petition, the County Commissioners shall notify each owner of land in the district to be benefited, in writing, stating that the petition has been filed and that a public hearing will be held at a given time and place. The benefit district, I assume would be all of those properties abutting where the streets are to be lit. There may be some latitude in this and I assume it would be at the discretion of the County Commission to establish that benefit district. I would also think the petition itself could specify what is requested to be the appropriate benefit district.

Page 2 - Mr. John E. Siefkes
April 22, 1974

In addition to the written notice, the County must provide publication notice in the official County paper, with two publications on successive days. Such publication shall be at least ten days before the time set for the public hearing on the petition. From the language, I would think also the written notice would have to be sent out at least ten days before the hearing.

If, at the hearing, the Commission finds that the petition conforms to the provisions of the act and that the notices have been properly sent, then they may order such lighting to be done and may enter into a contract therefor. Such order, I would think, would probably be in the form of a resolution and would contain the terms under which such lighting would be handled and the method by which it would be paid, such as special assessment on given lands spelled out and legally described. The contract that the County would then enter into with KG&E would be payable semi-annually in accordance with the statute. In July of each year, the County would act to levy such special assessments and such assessments would be collected as provided for the collection of other such taxes within the County. The normal penalties for non-payment, late, etc., would be in force.

I would think that this statute would provide clear authority for the County to act. I would see no reason why KG&E would not be in a position to contract with the County in much the same fashion they do with the City of Wichita and other cities.

By copy of this letter, I am requesting that the County Counselor affirm my observations in this matter. If so, then I think the appropriate thing to do would for you to have your attorney prepare the necessary petitions, obtain the signatures and submit them to the County Counselor for processing before the County Commission.

I hope this will provide you a satisfactory answer. If I can be of any additional assistance, please advise.

Sincerely,

Robert A. Lakin
Director of Planning

RAL:ber

Attachment

cc: Elmer Peters, County Commissioner
Jack Turner, County Counselor
Robert Armstrong, KG&E, P. O. Box 208 67201
Chuck Steele, KG&E, P. O. Box 208 67201

SHADYBROOK DEVELOPMENT CORPORATION

114 Lochinvar
Wichita, Kansas 67207

Shadybrook Stables
14531 East Central
Wichita, Kansas 67230
(316) 733-0111

Shadybrook Farm Addition
J. P. Weigand & Sons
Exclusive Agent
(316) 262-6407

January 11, 1974

Mr. Robert A. Lakin, Director
Wichita-Sedgwick County Planning Department
104 S. Main St.
Wichita, Kansas 67202

Dear Bob:

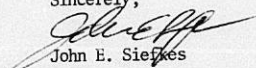
While I don't expect an immediate answer, I am requesting your assistance in providing a means of installing street lighting in the Shadybrook Farm Addition, since your requirements for financing improvements of Shadybrook Farm Addition precludes any lawful means of providing street lighting.

As you recall, we were specifically wanting to form an Improvement District. In this way, we would have had a legal governmental entity to allow us to contract for street lighting. Since we do not have an Improvement District, KG&E suggested we go to the County. We contacted Mr. Elmer Peters, our county commissioner, and he advises us the county, through the township, does not have any way possible of providing us with street lighting, even if the cost is charged back to the Homeowners Association.

KG&E will not contract with the Homeowners Association, or us individually as developers to install street lighting. Consequently, it appears that since you denied us the formation of an Improvement District, our addition has absolutely no alternate means of obtaining street lighting. Since your denial of the Improvement District has placed us in this situation, we feel certain you will be able to provide us with an alternate method of installing street lighting.

We will look forward to receiving your solution.

Sincerely,


John E. Sieffkes

JES:dp

cc Mr. Elmer Peters, Commissioner
Mr. Robert Armstrong, KG&E

Chuck Steele



RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 72-3	Name SHADYBROOK FARMS
Application Filed: 1-13-72	Sketch Filed: 1-13-72
Preliminary Plat Filed: 2-22-72	Approved by S/D: 3-2-72
Final Plat Filed: 4-10-72	Approved by S/D: 4-20-72
Approved by Metropolitan Area Planning Commission: 4-27-72	

DESCRIPTION

General Location: In an area south of Central and east of 143rd Street East.

Surveyor or Engineer: K. O. Taylor, P.E.
Owner: John E. Siefkes
Address: 114 Lochinvar

1. Gross Acreage of Plat <u>77</u>	5. Lineal Feet of New Streets:
2. Number of Lots: <u>69</u>	a. <u>50</u> R/W <u>1563</u> ft.
Residential _____	b. <u>54</u> R/W <u>9700</u> ft.
Commercial _____	c. _____ R/W _____ ft.
Industrial _____	d. _____ R/W _____ ft.
Other <u>9</u>	e. _____ R/W _____ ft.
Total Number of Lots: <u>78</u>	TOTAL <u>11263</u> ft.
3. Minimum Lot Frontage: <u>123</u> ft.	6. Existing Zoning: <u>R-1</u>
4. Minimum Lot Area <u>25,000</u> sq.ft.	

Satisfactory arrangements have been made with the County for the paving of streets within the subdivision and a County Sewer Benefit District has been established to serve the subdivision with sanitary sewer. Satisfactory arrangements have also been made with the City of Wichita Water Department for the extension of City water to serve the subdivision.

Planning Commission Recommendation:

That the plat be approved subject to:

- A. Either prior to or at the time of development the applicants engineer shall submit to the City Engineer for approval, appropriate plans and profiles for the streets and drainage within the plat.
- B. Recording of the plat within 30 days after approval of the plat by the Board of City Commissioners. KAMEN moved, HARRISON seconded and it carried unanimously.

ACTION: Approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

#5340
BEFORE THE BOARD OF COUNTY COMMISSIONERS, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE
SHADYBROOK FARM JOINT SEWER DISTRICT
OF SEDGWICK COUNTY, KANSAS.

ORDER EMPLOYING ENGINEER

At a regular meeting of the Board of County Commissioners held on the 5th day of July, 1972 at 9:00 A.M., with the following commissioners present,

Earl E. Rush
Elmer S. Peters
Tom Scott,

the following resolution was moved, seconded and unanimously carried:

"BE IT RESOLVED that K. O. Taylor, a Registered Engineer, be employed to plan and superintend the construction of a sewer system for the SHADYBROOK FARM JOINT SEWER DISTRICT OF SEDGWICK COUNTY, KANSAS, consisting of a disposal plant, mains and lateral sanitary sewer, and such engineer prepare a preliminary survey and determine the cost of such construction and such plans and specifications to be approved by the County Commissioners and the State Board of Health,

"BE IT FURTHER RESOLVED that the compensation or fee of the engineer shall be conditioned upon and contingent upon such work being actually done and that the cost of such preliminary survey and other work shall be and become a part of the completed project as shall all other engineering work and services performed in connection therewith by the said K. O. Taylor, Registered Engineer, and that as such construction is performed that upon completion thereof the said engineer shall be paid from a part of special assessments levied to pay for such construction in conformity with the statutes in such cases made and provided."

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

By: Earl E. Rush

ATTEST:

Mavis Warden by Sharon Murray Deputy
County Clerk of Sedgwick
County, Kansas



BEFORE THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS

IN THE MATTER OF SHADYBROOK FARM JOINT SEWER DISTRICT, SEDGWICK COUNTY, KANSAS

ORDER ESTABLISHING A JOINT SEWER DISTRICT

This matter comes on for hearing before the Board of County Commissioners of Sedgwick County, Kansas, at 9:00 a.m. on the 19th day of April, 1972 at which time said matter was presented to the Board of County Commissioners. The following commissioners were present: Earl E. Rush, Chairman, Elmer S. Peters, Commissioner and Tom Scott, Commissioner.

The Board of County Commissioners having examined the files and being advised in all the premises and heard all of the evidence in regard thereto finds as follows, to wit:

1. That the petition filed herein is in due legal form and was signed by the owners of more than fifty-one percent (51%) of the following described real property, to wit:

Part of the NW/4 of Section 24, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at a point on the north line of said NW/4, 1079 feet east of the NW corner of said NW/4; thence south parallel to the west line of said NW/4, 1950 feet; thence southeasterly to a point 1460 feet east of the west line and 2175 feet south of the north line of said NW/4; thence south parallel to the west line of said NW/4 to the south line of said NW/4; thence east along the south line of said NW/4 to the SE corner of said NW/4; thence north along the east line of said NW/4 to the NE corner of said NW/4; thence west along the north line of said NW/4 to the point of beginning.

2. That the certification of insanitary conditions and/or expected development of insanitary conditions on the above described real property was in due legal form and made by the County Health Officer of Sedgwick County, Kansas.

3. That notice of this hearing has been given by publication for two consecutive weeks as provided by statute, the first of such publications being 3-31-72 and the second publication 4-7-72 in the Beacon a newspaper printed in the State of Kansas and published in and of general circulation in Sedgwick County, Kansas, and that such newspaper is one authorized to carry legal publications under the statutes made and provided in the State of Kansas.

4. That a copy of such notice was mailed to all of the owners of the property within the proposed joint sewer district more than ten days prior to the date set for hearing.

5. That proper proof of publication and of mailing said notice has been filed herein and such notice is in conformity in all respects to the statutes of such cases made and provided and is in due legal form and is hereby approved and that such a matter should be heard on its merits forthwith.

6. That insanitary conditions exist and are expected to further develop within the area above described and that such conditions may be removed and further development prevented by the installation and utilization of a sanitary sewer system including mains, disposal units and laterals.

7. That the formation of a joint sewer district is determined to be necessary for the purpose of providing necessary sewer service to the above described area and further to provide for the construction of sewers therein.

THEREFORE BE IT RESOLVED by the Board of County Commissioners of Sedgwick County, Kansas, in regular session duly assembled that the above described real property be formed into a joint

sewer district in conformity with K.S.A. 19-2704 and K.S.A. 1971
Supp. 192704a et seq. Said joint sewer district to be named the
Shadybrook Farm Joint Sewer District of Sedgwick County, Kansas,
and thenceforth the said territory and the inhabitants residing
therein and their successors shall and do constitute a body
politic and corporate under the above name and that the same shall
have perpetual succession.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

Earl E. Rusk
Chairman

ATTEST:

Mario Warden
County Clerk of Sedgwick
County, Kansas

by Anne Alving, Deputy



BEFORE THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE APPLICATION OF PETITIONERS FOR THE IMPROVEMENT OF STREETS IN CERTAIN PLATTED LANDS IN SEDGWICK COUNTY, KANSAS OUTSIDE THE LIMITS OF ANY INCORPORATED CITY, to wit: SHADYBROOK FARM ADDITION TO SEDGWICK COUNTY, KANSAS.

RESOLUTION

NOW, on this 19 day of July, 1972, come the owners of land abutting on and fronting on all of the streets, roads and avenues contained within the following described real property, to wit:

Shadybrook Farm Addition to Sedgwick County, Kansas,

and present to the Board of County Commissioners of Sedgwick County, Kansas, a petition signed by all of the owners of all of the land within such described real property praying that the Board of County Commissioners, in conformity with K.S.A. 1971 set 68-728, find that the construction of curb and gutter and the paving or macadamizing, including drainage, of the aforesaid streets, roads or avenues is necessary and that the Board of County Commissioners, by resolution, declare such work or improvement necessary to be done.

WHEREFORE, said petition is examined by the Board of County Commissioners and found to be in due legal form and the Board of County Commissioners being advised in all the premises finds:

1. That the signers of said petition are the owners of all of the land and front footage of the lots abutting on or fronting on the streets, roads or avenues sought to be improved.
2. That such streets, roads and avenues, to wit: All of those contained in Shadybrook Farm Addition to Sedgwick County, Kansas as shown on the recorded plat thereof, are within Sedgwick County, Kansas and outside of the limits of any incorporated city.
3. That there is no street, road or avenue included in those which are sought to be improved on which less than 50 percent of the property abutting or fronting is platted into lots and blocks.
4. That it is necessary that curb and gutter be constructed and paving or macadamizing, including drainage, be constructed on all of the streets, roads and avenues abutting upon and contained in Shadybrook Farm Addition to Sedgwick County, Kansas.

THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Sedgwick County, Kansas, in regular session duly assembled, on this 27th day of July, 1972, that it is necessary that all of the streets, roads or avenues which abut upon and are contained within Shadybrook Farm Addition to Sedgwick County, Kansas, have curb and gutter constructed thereon and that said streets, roads or avenues be paved or macadamized, including drainage.

BE IT RESOLVED that this resolution be published for three consecutive weeks in the official paper of this county; and if the owners of more than one-half of the property liable to taxation for said work shall not within twenty (20) days from the date of such last publication, file with the County Clerk their protests against such improvements, that the Board of County Commissioners shall thereupon cause such streets, roads and avenues to be improved, constructed or built as aforesaid, and to contract therefore, and to levy taxes as provided by law, and now, therefore, all owners of said property liable for taxation therefore take notice hereof.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

By: Earl E. Burch
Chairman

Tom Scott
Commissioner

Edmond Peters
Commissioner

(SEAL)

ATTEST:

Marie Warden
County Clerk
by Sharon Klearing, Deputy



DECLARATION OF COVENANTS AND RESTRICTIONS OF
SHADYBROOK HOMEOWNERS ASSOCIATION

JOHN E. SIEFKES and JANICE G. SIEFKES, GEORGE J. MASTIO and VIRGINIA G. MASTIO, and the FOURTH NATIONAL BANK AND TRUST COMPANY, WICHITA, hereinafter referred to as the Mortgagees "Declarant" being the owners of that certain real property subject to this declaration, DO HEREBY DECLARE, FIX AND ESTABLISH a general plan for the development, improvement, protection and maintenance of the property subject to this Declaration and DO HEREBY DECLARE, FIX AND ESTABLISH the covenants, 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 successor in interest of each said 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

Part of the NW 1/4 of Section 24, T27S, R2E of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at the NE corner of said NW 1/4; thence S0°09'30"W along the east line of said NW 1/4, 2659.86 feet to the SE corner of said NW 1/4; thence N89°54'26"W, 825 feet along the south line of said NW 1/4; thence N6°54'26"W, 380 feet; thence N37°52'53"W, 401.02 feet; thence S89°30'W, 173.59 feet; thence N62°26'40"W, 375.96 feet; thence N0°00'W, 407.00 feet to the P.C. of a curve; thence northeasterly on a curve to the right having a radius of 157.48 feet and a deflection angle of 55°35', a distance of 152.77 feet to a point of reverse curvature; thence northeasterly on a curve to the left having a radius of 900 feet and a deflection angle of 7°35', a distance of 119.12 feet to the P. T. of said curve; thence N48°00'E on a tangent to said curve, 90 feet to the P.C. of a curve; thence northeasterly on a curve to the left having a radius of 225 feet and a deflection angle of 27°53'31", a distance of 109.53 feet; thence northwesterly and westerly on a curve to the left having a radius of 307.50 feet and a deflection angle of 29°15'18", a distance of 157.01 feet, (the tangents of said curve being described as follows: Beginning at the north end of the 225 foot radius curve described in the previous course; thence N63°00'W, 80.26 feet; thence S87°44'42"W, 80.26 feet); thence N2°15'18"W, 705.22 feet; thence N21°25'07"W, 261.90 feet to a point 50 feet south of the north line of said NW 1/4 and on the easterly right of way line of the Kansas Turnpike Authority as condemned in Case A-54126; thence N51°03'39"E, 79.56 feet to the north line of said NW 1/4; thence N90°00'E along the north line of said NW 1/4, 1554.76 feet to the point of beginning, said property being platted as Shadybrook Farm Addition, Sedgwick County, Kansas.

ARTICLE II

- DEFINITIONS:** Unless the context clearly indicates a different meaning therefore, the following words, phrases or terms as hereinafter used in this Declaration (regardless of the tense or person in which the same 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 Shadybrook 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.
- OWNER:** Any person or persons who own a residence site in fee simple in any part of the realty hereinbefore described, 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 or lots.
- NOTICE:** Notice, declaration, certification, approval, consent, authorization shall mean and be effective as such only when in writing.
- 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 or an improvement district.

ARTICLE III

INCORPORATION OF 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:
CONDUCT:

An owner shall not interfere with the rights of other owners, the Association, or the Declaration, 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 and damage, encroachment, or disrepair to the subject property community facilities, or the residence site of any other owner.

ARTICLE V

RESTRICTIVE COVENANTS:

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

household
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.

There shall not be any external television or radio antennas or permanent clothesline structures to be erected 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.

Motor scooters, mini trail bikes, or similar vehicles shall be operated for transportation only and no joy riding on the streets or lot premises shall be allowed except on a designated mini bike or cycle trail.

Those garage doors which are allowed to face on a street shall be kept closed at all times when not necessary for the purpose of ingress or maintenance.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used, second hand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land. The first construction on such land must be a dwelling for humans. Such dwelling must be completed within one year after construction is commenced and may not be used for human habitation until completed.

No animals or poultry of any kind, other than pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants. Provided that the ordinance of the City of Wichita governing the care and number of pets or dogs should apply and be used to regulate pets or animals.

No signs, advertisements, billboard or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted, provided, however, that permission is hereby granted for the creation and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall be not more than five (5) feet square in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Oil drilling, oil development, operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, or in any common area to all building sites, not shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building

sites covered by these covenants, or in any area common to all building sites. Fuel oil storage tanks as a part of the heating equipment of a detached single-family dwelling shall be permitted only if located underground.

It is further required that owners other than these declarants of a building site or sites must plant and maintain a minimum of five (5) trees or shrubs on each building site each year for a minimum of five (5) years. Any existing trees or shrubs may not be removed without the permission of the architectural control committee. If any owner shall fail to comply with such provision, the Shadybrook Homeowners Association, aforesaid, may cause this restriction to be complied with and for such purpose the Homeowners Association, or its agents, shall have access to any such building site to be so improved and the cost of such compliance shall be certified by the Homeowners Association and may be filed in proper form so as to constitute a lien against the real property so improved.

No trash, rock or other debris may be placed on any lot or building site. No building material of any kind shall be placed or stored on any building site for more than thirty (30) days prior to commencement of construction of the dwelling thereon and that such material shall be placed within the property lines of the building site upon which the intended structure is to be erected.

All building sites or lots subject to these restrictions must be mowed at least once a month during the months from May to September, inclusive, and if any owner shall fail to comply with this restriction then the Homeowners Association shall have access to such building site and may cause the same to be mowed and the cost of such mowing may be assessed against such building site as a lien against the same.

No platted lot or building site shall be divided into more than one building site but more than one site may be used for one dwelling.

ARTICLE VI

**ASSOCIATION:
Powers and Duties:**

The Shadybrook 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 carry out all of the duties and powers herein delegated to the Association in regard to each particular platted area until at least fifty (50) percent of the building sites in each separate plat shall have residences constructed thereon occupied in accordance with these Declarations of Covenants and Restrictions. As each separate platted area reaches fifty (50) percent of development as aforesaid, such platted area shall be turned over to the Association which shall then exercise the powers and duties herein set out in regard to such platted area. Owners in platted areas shall not vote in the Association until the management of the particular platted area wherein they reside has been turned over to the Association. Provided, however, that the Declarant may at its option at any time turn the management of any platted area over to the Association. The Association and the Declarant shall cooperate fully in the management of all areas.

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

The Association shall own and maintain, improve, landscape, mow and keep clean common areas reserved and access easements included, but not limited to, Reserve A as platted.

The cost of such maintenance shall be paid from the proceeds of special assessments levied against each lot as hereinafter set out.

This instrument conveys and the undersigned owners hereby quit claim to the Shadybrook Homeowners Association, a non-profit Kansas corporation, the common areas described as follows, to-wit:

Lots A in Blocks 1, 2, 4, 5, 6, and 7
Shadybrook Farms Addition to
Sedgwick County, Kansas.

If the Association shall fail or refuse for any reason to maintain the aforescribed common areas, then the proper governmental

unit shall have the right to maintain such common areas and assess the costs thereof, pro rata, to the benefited adjacent property. This provision shall endure, even though the rest of these declarations and restrictions shall terminate, as long as such common areas are used as such and until all of the owners of property abutting any given common area shall execute a written consent to the discontinuance of the use of any such common area as such. If the use of such common area shall be discontinued as a common area, as above set out, then the ownership of the same shall revert to the abutting land owners as tenants in common.

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 for all other expenses necessary or incidental to the conduct or carrying on of its business.

ASSOCIATION
Enforcement:

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. 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.

ARTICLE VII

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 the 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:
Basis and Operating Fund:

All general assessments shall be made against such Owner on an equal basis, for each lot or fraction thereof owned by the Owner or Owners, except the Declarant.

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:
Limitations on Special
Assessments:

The amount of such assessment as fixed above shall not exceed \$120.00 per building site in any one year unless it is increased at a meeting of the members called for that purpose prior to which the date on which the assessment is due for the year for which such increase is proposed and two-thirds of the members present at such meeting must vote for such increase in order for it to be effective. Whenever the Association deems it advisable to submit to the members

a proposal for increasing the rate of assessment for any particular year, then it shall notify the members of the Association by mailing to such members at the last known address with the United States postage thereon prepaid, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase in the rate of assessment is to be voted upon at such meeting. No increase of rate of assessment may be made for more than one (1) year at a time.

**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, care, maintenance 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 assessments shall become a lien against each individual residence and residence site in the same manner otherwise provided in this Article. Any special assessments 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 and shall thereafter bear interest until paid in full at a rate to be established by the Association Board of Directors.

**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 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 payment or other satisfaction of said assessment, interest, penalties and costs in connection of 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 provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorneys 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 VIII

**REPAIR AND RESTORATION:
Community Facilities:**

Should any community facilities or any part or 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 subject property.

**REPAIR AND RESTORATION:
Timing and Completion:**

The repair and restoration work referred to in this Article shall be commenced within thirty (30) days after the happening of the destruction or damage occasioning the same, time being of 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 paid over to the Association to be used by or to reimburse it for such repairs 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.

EASEMENTS:
Reservation:

ARTICLE IX

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

EASEMENTS:

Declarant specifically reserves unto itself, its 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 pipes, drains, and/or mains; provided, however, that 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 land for their benefit. Provided, that the appropriate utilities may use such easements and shall have easements for the purposes necessary to construct, erect and maintain public utilities for the benefit of such property.

There is also reserved for the use of the residents and property owners within the real property covered by these Declarations access easements for purposes of ingress and egress to the common areas, such easements to be over and across the public utility drainage easements as designated on the recorded plat of such real property. These last mentioned

easements being identified as the "access easements" referred to in Paragraph 4 of Article VI of these declarations.

ARTICLE X

OFF STREET PARKING:

Each residence site upon which a dwelling is constructed shall contain a minimum of three suitably surfaced parking spaces, such parking spaces shall be off-street and shall be behind the building set back lines as shown on the plat and shall be on the dwelling site either connected to or a part of the driveway from the street. Each of such off-street parking spaces shall be of sufficient size to accomodate a passenger motor vehicle.

ARTICLE XI

ARCHITECTURAL CONTROL
COMMITTEE:

No dwelling, outbuilding, landscaping, fencing or improvement shall be erected, placed, altered or permitted to remain on any premises in said development, until the building or other improvements, plans, specifications and any plats showing the location of such improvement on the particular building site have been submitted to and approved in writing as to the external design and as to the location of improvements with respect to topography, grade and finished ground elevation by a committee to be known as the Architectural Control Committee composed of not more than five persons, at least a majority of whom must be Owners and the original committee to be appointed by Janice G. Siefkes and John E. Siefkes, husband and wife. A majority of the committee may at any time remove any member and appoint a successor to fill such vacancy. In the event of the resignation of any of the above to serve, a majority of the remaining members shall have the power to appoint a successor. In the event all of such persons shall be incapacitated or resign then their successors shall be chosen by a vote of the Owners of fifty-one (51) percent of the land composing the real property effected hereby.

Such committee shall consider and pass upon such matters, and the decisions of such committee, or of a majority of the members thereof, shall be binding upon all parties. The Architectural Control Committee shall have the power to regulate the distance between improvements on adjoining residence sites in order that no residence shall be closer than fifty (50) feet to any other residence, and also to control the minimum size of the structure to be erected on any building site. In no event shall the front width of a house extend eighty (80) percent of the width of the building site at the front set back line and neither shall any house be placed closer than twenty-five (25) feet to any side lot line. Provided, however, that the Declarant's Board of Directors may at any time at its option delegate the authority herein contained.

Provided, however, that if the Architectural Control Committee does not approve or reject the design and location within thirty (30) days as above set out, that the owner or his agent shall notify one of the Architectural Control Committee members of his intention to commence construction on the plans submitted by delivering such notice to such member at least forty-eight (48) hours before such construction is commenced.

Provided further that neither said Committee nor the Declarant shall be liable in damages to anyone so submitting plans for approval, for failure or neglect to approve the same. In the event said committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to said committee, this covenant will be deemed to have been fully complied with.

It is further provided that no residential structure which covers less than 2000 feet of ground, in excess of porches and garages, shall be constructed on any building site and further that each residence shall have at least a double garage. Provided, however, that the Architectural Control Committee shall have the right to allow a deviation in this regard. If construction or alteration or improvements are begun in violation of the terms and conditions of this agreement, said committee, or their successors in interest, may enjoin the erection, establishment, or alteration of such improvements, or bring mandatory injunctions to require the removal thereof.

ARTICLE XII

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 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 residence site or upon the construction of buildings or structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then in that case the provisions of this Declaration 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 affected or impaired.

MISCELLANEOUS:
Assignment of Powers:

Any and all rights and powers of the 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. In a like manner and for a like term, such powers and duties may be assigned to the Shadybrook Farm Improvement District of Sedgwick County, Kansas.

MISCELLANEOUS:
Waiver and Exceptions:

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 restriction, 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 this 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 as such, and each such successor shall succeed to the rights, powers and authority hereunder of such to whose affairs it succeeds.

MISCELLANEOUS:
Amendments:

These covenanat, restrictions, reservations and conditions shall remain in full force and effect for a period of 25 years from the date hereof. Provided, however, that the same may be amended as to any one block of such property by the owners of all of the property within such block to be affected by such amendment.

IN TESTIMONY WHEREOF, the undersigned have signed their names this 27th day of September, 1972.

John E. Siefkes
John E. Siefkes

Janice G. Siefkes
Janice G. Siefkes

George J. Mastio
George J. Mastio

Virginia G. Mastio
Virginia G. Mastio

ATTEST:

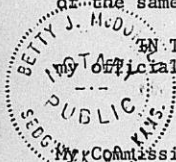
By B. H. Loveless

THE FOURTH NATIONAL BANK AND TRUST COMPANY, WICHITA

By B. H. Loveless
Vice President and Trust Officer

STATE OF KANSAS, SEDGWICK COUNTY, ss.

BE IT REMEMBERED, That on this 27th day of September, 1972, before me, the undersigned, a notary public in and for said county and state, personally appeared John E. Siefkes and Janice G. Siefkes, his wife, George J. Mastio and Virginia G. Mastio, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.



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

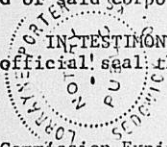
Betty J. McDonald
Notary Public

My Commission Expires:

STATE OF KANSAS, SEDGWICK COUNTY, ss.

BE IT REMEMBERED, That on this 27 day of September, 1972, before me, the undersigned, a notary public in and for said county and state, came E. H. Loveless, Vice President and Trust Officer of the Fourth National Bank and Trust Company, Wichita, to me personally known to be the same person who executed the within instrument as such of said corporation, and such person duly acknowledged the execution of the same as Vice President & Trust Officer for and on behalf of, and as the act and deed of said corporation.

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



Lorraine Porier
Notary Public Lorraine Porier

My Commission Expires: November 14, 1975

ACCEPTANCE OF DECLARATION OF COVENANTS AND
RESTRICTIONS OF SHADYBROOK HOMEOWNERS ASSOCIATION

The Shadybrook Homeowners Association hereby accepts the obligations imposed upon them by the above and foregoing Declaration of Covenants and Restrictions of the Shadybrook Homeowners Association.

Dated at Wichita, Kansas, this 27th day of September,
1972.



SHADYBROOK HOMEOWNERS ASSOCIATION

BY J. M. E. P.
President

ATTEST:

Jessie M. Lefkus
Secretary

*new opinion
to be delivered
Dresie & Jorgensen
6/24/72*

LAW OFFICES
DRESIE AND JORGENSEN
615 UNION NATIONAL BUILDING
BROADWAY AND DOUGLAS
WICHITA, KANSAS 67202
(316) 267-4231

GREY DRESIE
J. PAUL JORGENSEN (1912-1967)
JOHN F. JORGENSEN
DAVID J. WOOD

May 25, 1972

MT. HOPE, KANSAS 67108
P. O. Box 292
(316) 567-3611

Note:

Metropolitan Area Planning Commission
City Annex Building 104 South Main
Wichita, Kansas 67202



In Re: Real Property being replatted as
Shadybrook Farms, Sedgwick County, Kansas

Gentlemen:

We have examined the title to the above described real property.
As a means of such examination, we have used the following title
evidence, to wit:

1. A base abstract covering a period of time from the United States Government to December 17, 1934 at 7:00 A.M. and
2. A supplemental abstract covering a period of time from the last mentioned date to the 20th day of April, 1972 at 7:00 A.M.

Assuming such title evidence to be complete, it is our opinion that at the time and date last mentioned the fee simple title to such property was vested in

JOHN E. SIEFKES and
JANICE G. SIEFKES,

subject to the following, to wit:

Taxes paid
Mortgage

1. Taxes for the year 1971 show as paid. Key No. MI-156.
2. At Entry No. 44 there appears a mortgage to the Fidelity Investment Company dated September 1, 1965 and filed for record September 2, 1965 at 8:05 A.M., such mortgage being recorded in Book 1541 of Mortgages at page 501. At Entry No. 47 an assignment recorded in Book 1545 at page 120 appears. This mortgage is assigned to the Businessmen's Assurance Company of America.

Page 2

another mortgage ✓

3. At Entry No. 45 there appears a mortgage to E. B. Shawver II Jerry E. Shawver. This mortgage is dated September 1, 1965 and recorded in Book 1542 of Mortgages at page 119.

3rd mortgage ✓

4. At Entry No. 46 there appears a mortgage to Thomas E. Morton which is dated September 1, 1965 and filed for record in Book of Mortgages 1542 at page 121. This mortgage affects an undivided one-half interest in the captioned property. The foregoing mortgage was assigned twice and ended with Glenda J. Morton as the final assignee.

Very truly yours,

DRESIE & JORGENSEN

By: *[Signature]*

GD:bjm

April 28, 1972

Mr. K. O. Taylor, P.E.
1542 South St. Francis
Wichita, Kansas 67211

Re: S/D 72-1 - Final Plat of
SHADYBROOK FARMS

Dear Mr. Taylor:

At the regular meeting of the Metropolitan Area Planning Commission on April 27, 1972, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Sub-division Committee, subject to the conditions stated in our letter of April 21, 1972.

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 plat.
4. Certification that all taxes due and payable for 1971 and prior years have been paid.

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

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:ber

cc: John E. Siefkes, 114 Lochinvar 67207
Woodman-VanDoren-Reynolds, 1012 Century Plaza 67202

April 21, 1972

K. O. Taylor, P.E.
1542 South St. Francis
Wichita, Kansas 67211

Subject: S/D 72-3 - Final Plat
of SHADYBROOK FARMS

Dear Mr. Taylor:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, April 20, 1972, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- OK* The new Mayor's name, "Glenn J. Shanahan" shall be indicated beneath his respective signature line on the plat.
- P.* The KSTA Turnpike right-of-way and its associated condemnation case number as reflected in the engineer's certificate, shall be labeled adjacent to the northwest corner of Lot 1, Block 1, on the face of the plat.
- EL* The applicant's engineer shall contact Kansas Gas and Electric Company regarding various easements which, when agreed upon, shall be indicated on the plat.
- EL* Lots 13 and 14, Block 8, shall be labeled as "Floodway" on the plat with the proper language for maintenance and responsibility for same being reflected in the plat's text. Said language to be obtained from the Maintenance-Flood Control Office.
- A* The street "Stagecoach Road" shall be changed to read as Stagecoach on the face of the plat.
- A* The names of the east-west street between Blocks 4 and 8, and the north-south street between Lots 10 and 11, Block 8, shall be labeled on the face of the plat. The applicant should contact Bob Vinson of the Department of Public Works concerning this matter.

G. It should be pointed out that the streets referred to in item number "D" above, together with Sagebrush between Lots 5 and 7 Block 8, will not be opened nor maintained until right-of-way for said streets have been extended onto the adjacent properties.

H. The applicant's proposed restrictive covenants which include provisions for assuring three off-street parking spaces per platted lot, shall be executed and forwarded with the final plat to the City Commission.

I. The Homes Association Agreement needs to be expanded to provide for the maintenance and responsibility for improvement of the open space areas labeled as Reserve A, and once the agreement has been approved in final form, it shall be executed and forwarded with the final plat to the City Commission.

J. The applicant's engineer shall prepare and submit to the City Engineer for approval, appropriate plans and profiles for the streets and drainage within the plat. Said streets are to be in conformance to urban standards and the specifications of the City Engineer, and the improvement thereof shall be installed or guaranteed by the applicant. Provisions for the drainage shall include a network of easements through the open space areas, and the designation of floodway and minimum building pad elevations as determined necessary from the approved plans.

K. The proposed sanitary sewer system to serve subject property shall be designed and guaranteed to City of Wichita standards, and a County operated sewer improvement district shall be created, all in accordance with the adopted County-wide Sewer Plan. The applicant's plans and specifications for said sewer system shall be submitted to the Wichita-Sedgwick County Environmental Health Department, and the City Engineer of Wichita, for review and approval. NOTE: The Board of County Commissioners has adopted a resolution creating said sewer improvement district.

L. ^{100% petition to be submitted} The applicant shall contact the City of Wichita Water Department relative to the means of providing for the guarantee of extension of City water to serve subject property.

M. 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.

N. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Page 3 - Final Plat of SHADYBROOK FARMS
April 21, 1972

Since the applicant intends to delete that portion of the final plat lying west of Stagecoach, the applicant's engineer should submit two prints of the revised final plat along with the final plat tracing.

Enclosed with the applicant's copy of this letter is a list of the five methods which have been adopted as being acceptable for guaranteeing improvements required in the approval of plats. Forms for the bond and irrevocable letter of credit are available from this office.

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, April 27, 1972, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Planning Analyst

CLN:rme

Enclosure

cc: John E. Siefkes, 114 Lochinvar, 67207
Woodman-Van Doren-Reynolds, 1012 Century Plaza, 67202

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 72-3 Name SHADYBROOK FARM ADDITION
Date Application Rec'd. 2-22-72 Preliminary Approval 3-2-72
Scheduled S/D Meeting 4-20-72

DESCRIPTION

General Location In an area south of Central and east of 143rd
Street East

Owner John E. Siefkes
Surveyor/Engineer K. O. Taylor
Address 1542 South St. Francis Phone 264-4072

- | | | | |
|--------------------------------|---|--|------------------|
| 1. Gross Acreage of Plat | <u>77</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>50</u> R/W <u>1563</u> ft. | |
| Residential | <u>69</u> | b. <u>54</u> R/W <u>9700</u> ft. | |
| Commercial | | c. <u> </u> R/W <u> </u> ft. | |
| Industrial | | d. <u> </u> R/W <u> </u> ft. | |
| Other | <u>9</u> | e. <u> </u> R/W <u> </u> ft. | |
| Total Number of Lots | <u>78</u> | TOTAL | <u>11263</u> ft. |
| 3. Minimum Lot Frontage | <u>123</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>25,000</u> sq. ft. | streets? <u> </u> yes <u>X</u> no | |
| 5. Existing Zoning | <u>R-1</u> | | |
| 6. Proposed Zoning | <u>R-1</u> | | |
| 9. Public Water Supply | <u>Yes (Yes-No)</u> , Name <u>City of Wichita</u> | | |
| 10. Public Sanitary Sewers | <u>Yes (Yes-No)</u> , Name <u>Sedgwick County</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:

- A. The new Mayor's name "Glenn J. Shanahan" shall be indicated beneath his respective signature line on the plat.
- B. The K.S.T.A. Turnpike right-of-way and its associated condemnation case number as reflected in the engineer's certificate, shall be labeled adjacent to the northwest corner of Lot 1, Block 1, on the face of the plat.
- C. Various utility easements requested by Kansas Gas and Electric Company in the approval of the preliminary plat have not been indicated on the final plat, and unless other arrangements have been made with said company, the easements as requested shall be indicated thereon.
- D. The names for the east-west street between Blocks 4 and 8, and the north-south street between Lots 10 and 11 Block 8, shall be labeled on the face of the plat. The applicant should contact Bob Vinson of the Department of Public Works concerning this matter.
- E. It should be pointed out that the streets referred to in item number "D" above, together with Sagebrush between Lots 5 and 7 Block 8 and Stagecoach Way between Blocks 1 and 7, will not be opened nor maintained until right-of-way for said streets have been extended onto the adjacent properties.
- F. The applicant's proposed restrictive covenants which include provisions for assuring 3 off-street parking spaces per platted lot, shall be executed and forwarded with the final plat to the City Commission.
- G. The Homes Association Agreement needs to be expanded to provide for the maintenance and responsibility for improvement of the open space areas labeled as Reserve A, and once the agreement has been approved in final form it shall be executed and forwarded with the final plat to the City Commission.
- H. The applicant's engineer shall prepare and submit to the City Engineer for approval, appropriate plans and profiles for the streets and drainage

4-3-72

- ~~1. Bill note~~
- ~~2. Submittal note~~
- ~~3. Letters~~
- 4. Curt - file in Shadybrook Farms plat file

LEGAL PUBLICATIONS

Published in the Wichita Beacon, March 31 and April 7, 1972
 BEFORE THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS
 IN RE: The Shadybrook Farm Joint Sewer District of Sedgwick County, Kansas

NOTICE OF HEARING TO FORM A JOINT SEWER DISTRICT

TO ALL PERSONS CONCERNED:
 You are hereby notified that the following documents have been filed in the office of the County Clerk of Sedgwick County, Kansas, to wit:

1. A petition signed by owners of more than fifty-one percent of the following described land, to wit:

Part of the NW-4 of Section 24, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, described as follows:
 Beginning at a point on the north line of said NW-4, 109 feet east of the NW corner of said NW-4; thence south parallel to the west line of said NW-4, 190 feet; thence southeasterly to a point 160 feet east of the west line and 215 feet south of the north line of said NW-4; thence south parallel to the west line of said NW-4 to the south line of said NW-4; thence east along the south line of said NW-4 to the SE corner of said NW-4; thence north along the east line of said NW-4 to the NE corner of said NW-4; thence west along the north line of said NW-4 to the point of beginning.

asking that the above described land be formed into a joint sewer district.

2. A certification by the Sedgwick County Health Officer that sanitary conditions exist or are expected to exist in and upon the above described realty and asking for the formation of a sewer district to remedy and prevent such condition.

You are further notified that the Board of County Commissioners of Sedgwick County, Kansas will meet in the hearing room of the County Commission on the third floor of the Courthouse in Wichita, Kansas at 9:00 a.m. on the 19th day of April, 1972, to consider such petition and certification and the adoption of a resolution forming the sewer district and to hear objections thereto.

EARLE RUSH, Chairman
 ELMER PETERS, Commissioner
 TOM SCOTT, Commissioner
 Board of County Commissioners
 of Sedgwick County, Kansas

ATTEST:
 MARIE WARDEN, County Clerk
 (SEAL)

W.C. [unclear]
[unclear]
[unclear]

March 17, 1972

Mr. James Aiken
Community Health Department
1900 E. Ninth
Wichita, Kansas

Dear Jim:

The application for the formation of the East Sedgwick County Main Sewer District of Sedgwick County, Kansas, will be on the agenda on March 22, 1972, at 9:00 A. M. in the County Commission Meeting Room, at which time the Board will decide whether they desire to proceed and set the same for hearing and give publication notice.

I would suggest that both you and Mr. Lakin and any other persons whom you consider as having an interest in this matter should be present at that meeting.

Very truly yours,

Grey Dresie
Grey Dresie
County Counselor

GD:hs
cc: Robert Lakin, Director
Metropolitan Area Planning Comm.

Mr. Herb Hopper, Attorney at Law
Mr. William Woodard, Attorney at Law



March 13, 1972

Mr. K. O. Taylor, P.E.
1542 South St. Francis
Wichita, Kansas 67211

Subject: S/D 72-3 - Preliminary
Plat of SHADYBROOK FARM ADDITION

Dear Mr. Taylor:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, March 2, 1972, 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 the following:

- a. The applicant's proposed restrictive covenants which include provisions for assuring 3 off-street parking spaces per platted lot, shall be executed and forwarded with the final plat to the City Commission.
- b. The Homes Association Agreement needs to be expanded to provide for the maintenance and responsibility for improvement of the open space areas labeled as Reserve A, and once the agreement has been approved in final form it shall be executed and forwarded with the final plat to the City Commission.

OK "Complete access control" shall be indicated on the plat adjacent to the south line of Central Avenue, except at the locations of the two intersecting streets.

OK The east-west street indicated between Blocks 4 and 12 should be relocated to near midpoint of the east line of said blocks, and the right-of-way for said street shall be increased to 64 feet.

OK The 54 foot wide "Reserve A", indicated in Block 4, shall be deleted from the plat.

~~OK~~ The "Reserve A" open spaces shall be indicated as being reserved for both open space and utility easements on the final plat, and for drainage purposes as determined needed.

~~OK~~ The use intended for the area indicated as Reserve B shall be indicated on the plat.

~~OK~~ The applicant and/or his engineer shall contact Bob Vinson of the Department of Public Works regarding proper names for the streets being platted.

? i. Indicating utility easements as marked on the "engineers" copy of the preliminary plat, and contacting the Kansas Gas and Electric Company regarding any additional side lot easements which might be needed.

~~OK~~ The applicant's engineer shall contact the Engineering and Traffic Engineering Divisions of the Department of Public Works relative to redesigning the geometrics of the right-of-way for the intersection of Stagecoach Road and Swallow.

k. The applicant's engineer shall prepare and submit to the City Engineer for approval, appropriate plans and profiles for the streets and drainage within the plat. Said streets are to be in conformance to urban standards and the specifications of the City Engineer, and the improvement thereof shall be installed or guaranteed by the applicant. Provisions for the drainage shall include a network of easements through the open space areas, and the designation of floodway and minimum building pad elevations as determined necessary from the approved plans.

l. The proposed sanitary sewer system to serve subject property shall be designed and guaranteed to City of Wichita Standards, and a County operated sewer improvement district shall be created, all in accordance with the adopted county wide sewer plan. The applicant's plans and specifications for said sewer system shall be submitted to the Wichita-Sedgwick County Environmental Health Department, and the City Engineer of Wichita, for review and approval.

m. The applicant shall contact the City of Wichita Water Department relative to the means of providing for the guarantee of extension of City water to serve subject property.

n. Both telephone and electric service shall be installed underground.

~~OK~~ o. The applicant shall install or guarantee the installation

Page 3 - S/D 72-3
March 13, 1972

of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.

- P. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Enclosed herewith is the "marked" copy of the preliminary plat for your information and files.

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

Very truly yours,

John D. Gist
Principal Planner

JDG:rme

Enclosure

cc: John E. Siefkes, 114 Lochinvar, 67207
Woodman-Van Doren-Reynolds, 1012 Century Plaza, 67202
Grey Drésie, County Counselor, Union National Bldg., 67202
W. E. Woodard, Jr., Suite 815 Union National Bank Bldg.
67202

February 29, 1972

John D. Gist, Principal Planner

Robert A. Lakin, Director of Planning

Shadybrook Farms - Financing of Improvements

I have indicated that I am opposed to the creation of a benefit district such as the Crestview Country Club or the financing of improvements in this area. I believe the rural water district would impose the same problem for me by the creation of a separate governing body in order to finance the improvements. Please investigate the tests and for other personnel as needed to see if there is not some other device for financing the water improvements. May I suggest the use of 12-6a01 of the statutes involving property outside the city limits of the City of Wichita and the improvement district therefor.

The street and the sewer proposals are satisfactory.

RAL:ber

cc: Grey Dresie, County Counselor

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 72-3 Name SHADYBROOK FARM ADDITION
Date Application Rec'd. 2-22-72 Preliminary Approval _____
Scheduled S/D Meeting 3-2-72

DESCRIPTION

General Location In an area south of Central and east of 143rd
Street East
Owner John E. Siefkes
Surveyor/Engineer K. O. Taylor
Address 1542 South St. Francis Phone 264-4072

- | | |
|---|----------------------------------|
| 1. Gross Acreage of Plat <u>77</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>50</u> R/W <u>1563</u> ft. |
| Residential <u>69</u> | b. <u>54</u> R/W <u>9700</u> ft. |
| Commercial _____ | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other <u>9</u> | e. _____ R/W _____ ft. |
| Total Number of Lots <u>78</u> | TOTAL <u>11263</u> ft. |
| 3. Minimum Lot Frontage <u>123</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>25,000 sq.</u> ft. | streets? <u>yes</u> <u>X</u> no |
| 5. Existing Zoning <u>R-1</u> | |
| 6. Proposed Zoning <u>R-1</u> | |
9. Public Water Supply Yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers Yes (Yes-No), Name Sedgwick County
11. Health Department Approval (where applicable) Yes (Yes-No)
12. City of Wichita Three-Mile Area X

STAFF COMMENTS:

- a. A sketch plat for subject property has been previously submitted, reviewed by the Planning Staff and discussed in meetings with the applicant. In the course of this review the applicant submitted a revised sketch and indicated that his intent was to plat subject property into large suburban type residential lots, with streets to be developed to urban standards and providing for a sanitary sewer system and public water supply to serve the property.
- b. It should be noted that the 54 foot street rights-of-way indicated on the preliminary plat are in accordance with urban street standards as specified in the Subdivision Regulations when the proposed development density is less than one dwelling unit per gross acre, and provided that at least 3 off-street parking spaces for each platted lot can be assured.
- c. The applicant has submitted a draft of his proposed restrictive covenants for subject property and said covenants do provide for the required 3 off-street parking spaces per platted lot to be located behind the front building setback line.
- d. There are several open space areas, indicated as "Reserve A", and the applicant has submitted a draft of a Homes Association Agreement for subject property in which the use and purpose of said open space reserves have been defined. However, the agreement needs to be expanded to provide for the maintenance and responsibility for improvement of said open space.
- e. "Complete access control" shall be indicated on the plat adjacent to the south line of Central Avenue, except at the locations of the two intersecting streets.
- f. It is recommended that the one east-west street indicated between Blocks 4 and 12 be relocated to near midpoint of the east line of said blocks, and the right-of-way for said street should be increased to 64 feet.

(over)

- g. The 54 foot wide "Reserve A" indicated in Block 4, shall be deleted from the plat as it is not needed as means of future access to the adjoining land to the east nor does it appear to function as usable open space.
- h. The "Reserve A" open spaces shall be indicated as being reserved for both open space and utility easements on the final plat.
- i. The use intended for the area indicated as Reserve B shall be indicated on the plat.
- j. The applicant shall install or guarantee the paving of all streets within the subdivision to urban standards and the specifications of the City Engineer of the City of Wichita.
- k. The applicant and/or his engineer shall contact Bob Vinson of the Department of Public Works regarding proper names for the streets being platted.
- l. Since subject property is located in an area where it is reasonable to expect urban growth to occur in the foreseeable future, the proposed sanitary sewer system to serve subject property shall be designed and guaranteed to City of Wichita Standards and a County operated sewer improvement district shall be created, all in accordance with the adopted county wide sewer plan.
- m. The applicant has indicated his desire to utilize City of Wichita water. Therefore, the applicant shall contact the City of Wichita Water Department relative to the means of providing for the guarantee of extension of City water to serve subject property.
- n. Both telephone and electric service shall be installed underground.
- o. The possible need for establishing Floodways and minimum building pad elevations, together with possible adjustments in the geometrics of the right-of-way at the intersection of Stagecoach Road and Swallow, will be discussed at the Subdivision Committee meeting.
- p. 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. The applicant should be prepared to discuss with the Subdivision Committee the manner in which it is proposed to provide for such utilities and facilities, e.g., petition, actual construction, monetary guarantee, etc.
- q. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 72-3 Name SHADYBROOK FARM ADDITION
Date Application Rec'd. 2-22-72 Preliminary Approval 3-2-72
Scheduled S/D Meeting 4-20-72

DESCRIPTION

General Location In an area south of Central and east of 143rd
Street East
Owner John E. Siefkes
Surveyor/Engineer K. O. Taylor
Address 1542 South St. Francis Phone 264-4072

- | | | | |
|--------------------------|----------------|--------------------------------|-----------|
| 1. Gross Acreage of Plat | 77 | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. 50 R/W | 1563 ft. |
| Residential | 69 | b. 54 R/W | 9700 ft. |
| Commercial | | c. R/W | ft. |
| Industrial | | d. R/W | ft. |
| Other | 9 | e. R/W | ft. |
| Total Number of Lots | 78 | TOTAL | 11263 ft. |
| 3. Minimum Lot Frontage | 123 ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | 25,000 sq. ft. | streets? | yes X no |
| 5. Existing Zoning | R-1 | | |
| 6. Proposed Zoning | R-1 | | |
9. Public Water Supply Yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers Yes (Yes-No), Name Sedgwick County
11. Health Department Approval (where applicable) Yes (Yes-No)
12. City of Wichita : Three-Mile Area X

STAFF COMMENTS:

- A. The new Mayor's name "Glenn J. Shanahan" shall be indicated beneath his respective signature line on the plat.
- B. The K.S.T.A. Turnpike right-of-way and its associated condemnation case number as reflected in the engineer's certificate, shall be labeled adjacent to the northwest corner of Lot 1, Block 1, on the face of the plat.
- C. Various utility easements requested by Kansas Gas and Electric Company in the approval of the preliminary plat have not been indicated on the final plat, and unless other arrangements have been made with said company, the easements as requested shall be indicated thereon.
- D. The names for the east-west street between Blocks 4 and 8, and the north-south street between Lots 10 and 11 Block 8, shall be labeled on the face of the plat. The applicant should contact Bob Vinson of the Department of Public Works concerning this matter.
- E. It should be pointed out that the streets referred to in item number "D" above, together with Sagebrush between Lots 5 and 7 Block 8 and Stagecoach Way between Blocks 1 and 7, will not be opened nor maintained until right-of-way for said streets have been extended onto the adjacent properties.
- F. The applicant's proposed restrictive covenants which include provisions for assuring 3 off-street parking spaces per platted lot, shall be executed and forwarded with the final plat to the City Commission.
- G. The Homes Association Agreement needs to be expanded to provide for the maintenance and responsibility for improvement of the open space areas labeled as Reserve A, and once the agreement has been approved in final form it shall be executed and forwarded with the final plat to the City Commission.
- H. The applicant's engineer shall prepare and submit to the City Engineer for approval, appropriate plans and profiles for the streets and drainage

within the plat. Said streets are to be in conformance to urban standards and the specifications of the City Engineer, and the improvement thereof shall be installed or guaranteed by the applicant. Provisions for the drainage shall include a network of easements through the open space areas, and the designation of Floodway and minimum building pad elevations as determined necessary from the approved plans.

- I. The proposed sanitary sewer system to serve subject property shall be designed and guaranteed to City of Wichita Standards, and a County operated sewer improvement district shall be created, all in accordance with the adopted county wide sewer plan. The applicant's plans and specifications for said sewer system shall be submitted to the Wichita-Sedgwick County Environmental Health Department, and the City Engineer of Wichita, for review and approval. NOTE: The Board of County Commissioners will consider the adoption of a resolution creating said sewer improvement district at their regular meeting on April 19, 1972.
- J. The applicant shall contact the City of Wichita Water Department relative to the means of providing for the guarantee of extension of City Water to serve subject property.
- K. Both telephone and electric service shall be installed underground.
- L. 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.
- M. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Map No.: F-14-D
Section No.: N10Y4 24
Twp. No.: 27 S
Range: 2 E

S/D No. 72-3

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Shadybrook Farm Addition
General Location: South Side Central between 143 RD ST.
East + Butler County Line
Name of Property Owner: John Sickles
Address: _____ Phone: _____
Name of Subdivider: _____ Phone: _____
Address: _____
Name of Agent/Surveyor: K O Taylor
Address: 1542 So St. Francis Phone: 264-4072
Date of Application: Feb 22, 1972

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 77
2. Number of Lots:
 - Residential 69
 - Commercial _____
 - Industrial _____
 - Other 9
3. Minimum Lot Frontage 123 ft.
4. Minimum Lot Area 25000 ft.
5. Existing Zoning R-1
6. Proposed Zoning R-1
7. Lineal Feet of New Streets:
 - a. 50 R/W 1563 ft.
 - b. 54 R/W 9700 ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL 11263 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 Sedgwick County
11. Health Department Approval (where applicable) Yes (Yes-No)
12. City of Wichita Three-Mile Area

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 with the Register of Deeds, as well as all costs of publication of initiating resolutions approving any petition for improvements, such as streets, sewer, sidewalks, etc. 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.

Owner's Signature: John Sickles

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

Received by Grist
Date 2-22-72
Fee Submitted 291.00

T9-301B
(2-71)



FORM 223-021

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

5/10 *[Handwritten]* 291
[Handwritten]

Name *[Handwritten]*

Address *[Handwritten]*

Type *[Handwritten]* Due Date

Comments: *[Handwritten]*

[Handwritten]

[Handwritten]

Date *[Handwritten]* BY *[Handwritten]*

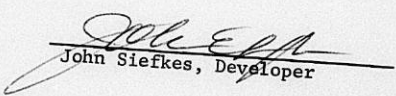
February 22, 1972

Metropolitan Area Planning Commission
Wichita, Kansas

Statement in conformity with Paragraph D, sub-paragraph
(4), Subdivision Report.

The improvements to be installed would be municipal water supply and water distribution system; a sewage disposal and sewer lateral system and roads in conformity with applicable requirements of the county or city of Wichita, as the case may be.

It is estimated that such improvements would be completed within six (6) months from this date.


John Siefkes, Developer



PRELIMINARY DRAFT

DECLARATION OF COVENANTS AND RESTRICTIONS
OF SHADYBROOK HOMEOWNERS ASSOCIATION

*John G. Siefkes
Charles Mastio*

JOHN E. SIEFKES and JANICE G. SIEFKES, GEORGE J. MASTIO and VIRGINIA G. MASTIO, and THE FOURTH NATIONAL BANK AND TRUST COMPANY, WICHITA, hereinafter referred to as "Declarant" being the owners of that certain real property subject to this declaration, DO HEREBY DECLARE, FIX AND ESTABLISH a general plan for the development, improvement, protection and maintenance of the property subject to this Declaration, and DO 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:

Part of the NW/4 of Section 24, Township 27 South, Range 2 East of the 6th P. M. Sedgwick County, Kansas, described as follows: Beginning at a point on the north line of said NW/4, 1079 feet east of the NW corner of said NW/4; thence south parallel to the west line of said NW/4, 1950 feet; thence southeasterly to a point 1460 feet east of the west line and 2175 feet south of the north line of said NW/4; thence south parallel to the west line of said NW/4 to the south line of said NW/4; thence east along the south line of said NW/4 to the SE corner of said NW/4; thence north along the east line of said NW/4 to the NE corner of said NW/4; thence west along the north line of said NW/4 to the point of beginning.



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 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 Shadybrook 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.
- OWNER:** Any person or persons who own a residence site in fee simple in any part of Shadybrook Farm Improvement District of Sedgwick County, Kansas, 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 or lots.
- NOTICE:** Notice, declaration, certification, approval, consent, authorization shall mean and be effective as such only when in writing.
- 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 or an improvement district.

ARTICLE III

INCORPORATION OF 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:
CONDUCT:**

An owner shall not interfere with the rights of other owners, the Association, or the Declaration, 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 and damage, encroachment, or disrepair to the subject property community facilities, or the residence site of any other owner.

ARTICLE V

RESTRICTIVE COVENANTS:

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

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.

There shall not be any external television or radio antennas or permanent clothesline structures to be erected 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.

Motor scooters, mini trail bikes, or similar vehicles shall be operated for transportation only and no joy riding on the streets or lot premises shall be allowed except on a designated mini bike or cycle trail.

Those garage doors which are allowed to face on a street shall be kept closed at all times when not necessary for the purpose of ingress or maintenance.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used, second hand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land. The first construction on such land must be a dwelling for humans. Such dwelling must be completed within one year after construction is commenced.

No animals or poultry of any kind, other than pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants. Provided that the ordinance of the City of Wichita governing the care and number of pets or dogs should apply and be used to regulate pets or animals.

No signs, advertisements, billboard or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted, provided, however, that permission is hereby granted for the creation and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall be not more than five (5) feet square in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Oil drilling, oil development, operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, or in any common area to all building sites, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building

sites covered by these covenants, or in any area common to all building sites. Fuel oil storage tanks as a part of the heating equipment of a detached single-family dwelling shall be permitted only if located underground.

It is further required that owners of a building site or sites must plant and maintain a minimum of five (5) trees or shrubs upon each building site each year for a minimum of five (5) years. If any owner shall fail to comply with such provision the Shadybrook Homeowners Association, aforesaid, may cause this restriction to be complied with and for such purpose the Homeowners Association, or its agents, shall have access to any such building site to be so improved and the cost of such compliance shall be certified by the Homeowners Association and may be filed in proper form so as to constitute a lien against the real property so improved.

All building sites or lots subject to these restrictions must be mowed at least once a month during the months from May to September, inclusive, and if any owner shall fail to comply with this restriction then the Homeowners Association shall have access to such building site and may cause the same to be mowed and the cost of such mowing may be assessed against such building site as a lien against the same.

No platted lot or building site shall be divided into more than one building site.

ARTICLE VI

ASSOCIATION: Powers and Duties:

The Shadybrook 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 carry out all of the duties and powers herein delegated to the Association in regard to each particular platted area until at least fifty (50) percent of the building sites in each separate plat shall have residences constructed thereon occupied in accordance with these Declarations of Covenants and Restrictions. As each separate platted area reaches fifty (50) percent of development

as aforesaid, such platted area shall be turned over to the Association which shall then exercise the powers and duties herein set out in regard to such platted area. Owners in platted areas shall not vote in the Association until the management of the particular platted area wherein they reside has been turned over to the Association. Provided however, that the Declarant may at its option at any time turn the management of any platted area over to the Association. The Association and the Declarant shall cooperate fully in the management of all areas.

expand

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

The Association shall own and maintain the common areas, reserves and access easements.

The cost of such maintenance shall be paid from the proceeds of special assessments levied against each lot as hereinafter set out.

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.

ASSOCIATION:
Enforcement:

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, or may contract with the Shadybrook Farm Improvement District of Sedgwick County, Kansas to perform such duties or any part thereof. 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 of 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.

ARTICLE VII

ASSESSMENTS AND LIENS:
General Assessments:

lien

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 the 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:
Basis and Operating Fund:

All general assessments shall be made against such Owner on an equal basis, for each lot or fraction thereof owned by the Owner or Owners.

Each new Owner shall pay an original charge of \$_____ 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 assessments shall become a lien against each individual residence and residence site in the same manner otherwise provided in this Article. Any special assessments 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 and shall thereafter bear interest until paid in full at a rate to be established by the Association Board of Directors.

**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 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 ny 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 payment or other satisfaction of said assessment, interest, penalties and costs in connection of 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 provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorneys 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 VIII

**REPAIR AND RESTORATION:
Community Facilities:**

Should any community facilities or any part or 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 subject property.

**REPAIR AND RESTORATION:
Timing and Completion:**

The repair and restoration work referred to in this Article shall be commenced within thirty (30) days after the happening of the destruction or damage occasioning the same, time being of 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 paid over to the Association to be used by or to reimburse it for such repairs 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.

ARTICLE IX

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:

Declarant specifically reserves unto itself, its 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 pipes, 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 land for their benefit. Provided, that the Shadybrook Farm Improvement District of Sedgwick County, Kansas, may use such easements and shall have such easements for the purposes necessary to construct, erect and maintain public utilities for the benefit of such property.

ARTICLE X

OFF STREET PARKING:

Each residence site upon which a dwelling is constructed shall contain a minimum of three suitably surfaced parking spaces, such parking spaces shall be off-street and shall be behind the building set back lines as shown on the plat and shall be on the dwelling site either connected to or a part of the driveway from the street. Each of such off-street parking spaces shall be of sufficient size to accommodate a passenger motor vehicle.

ARTICLE XI

ARCHITECTURAL
CONTROL COMMITTEE:

No dwelling outbuilding, landscaping, fencing or improvement shall be erected, placed, altered or permitted to remain on any premises in said development, until the building or other improvements, plans, specifications and any plats showing the location of such improvement on the particular building site have been submitted to and approved in writing as to the external design and as to the location of improvements with respect to topography, grade and finished ground elevation by a committee composed of John E. Siefkes, Janice G. Siefkes and Claude Van Doren. In the event of the resignation or incapacity of any of the above to serve the remaining two shall have the power to appoint a successor. In the event of all of such persons shall be incapacitated or resign, then their successors shall be chosen by a vote of the Owners of fifty-one (51) percent of the land composing the real property affected hereby.

Such committee shall consider and pass upon such matters, and the decisions of such committee, or of a majority of the members thereof, shall be binding upon all parties. The Architectural Control Committee shall have the power to regulate the distance between improvements on adjoining residence sites in order that no residence shall be closer than fifty (50) to any other residence, and also to control the minimum size of the structure to be erected on any building site. In no event shall the front width of a house extend eighty (80) per cent of the width of the building site at the front set back line and neither shall any house be placed closer than twenty-five (25) feet to any side lot line. Provided, however, that the Declarant's Board of Directors may at any time at its option delegate the authority herein contained.

Provided, however, that if the Architectural Control Committee does not approve or reject the designation and location within thirty (30) days as above set out, that the owner or his agent shall notify one of the Architectural Control Committee members of his intention to commence construction on the plans submitted by delivering such notice to such member at least forty eight (48) hours before such construction is commenced.

Provided further that neither said Committee nor the Declarant shall be liable in damages to anyone so submitting plans for approval, for failure or neglect to approve the same. In the event said committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted

to said committee, this covenant will be deemed to have been fully complied with.

It is further provided that no residential structure which covers less than 2000 feet of ground, in excess of porches and garages, shall be construed on any building site and further that each residence shall have at least a double garage. Provided, however, that the Architectural Control Committee shall have the right to allow a deviation in this regard. If construction or alteration or improvements are begun in violation of the terms and conditions of this agreement, said committee, or their successors in interest, may enjoin the erection, establishment, or alteration of such improvements, or bring mandatory injunctions to require the removal thereof.

ARTICLE XII

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 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 residence site or upon the construction of buildings or structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, or by such covenants, easements and agreements, then in that case the provisions of this Declaration 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 affected or impaired.

MISCELLANEOUS:
Assignment of Powers:

Any and all rights and powers of the 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. In a like manner and for a like term, such powers and duties may be assigned to the Shadybrook Farm Improvement District of Sedgwick County, Kansas.

MISCELLANEOUS:
Waiver and Exceptions:

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 restriction, 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 this 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 as 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 _____ years from the date hereof. Provided, however, that the same may be amended as to any one block of such property by the owners of all of the property within such block to be affected by such amendment.

IN TESTIMONY WHEREOF, the undersigned have signed their names this ____ day of _____, 1972.

John E. Siefkes

Janice G. Siefkes

George J. Mastio

Virginia G. Mastio

THE FOURTH NATIONAL BANK AND TRUST
COMPANY, Wichita

By _____
Vice President and Trust Officer

STATE OF KANSAS, SEDGWICK COUNTY, ss

BE IT REMEMBERED, That on this ____ day of _____, 1972, before me, the undersigned, a notary public in and for said county and state, personally appeared John E. Siefkes and Janice G. Siefkes, his wife, George J. Mastio and Virginia G. Mastio, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

My com. expires:

Notary Public

STATE OF KANSAS, SEDGWICK COUNTY, ss

BE IT REMEMBERED That on this ____ day of _____, 1972, before me, the undersigned, a notary public in and for said county and state, came _____ of The Fourth National Bank and Trust Company, Wichita, to me personally known to be the same person who executed the within instrument as such of said corporation, and such person duly acknowledged the execution of the same as such _____ for and on behalf of, and as the act and deed of said corporation.

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

My com. expires:

Notary Public

Map No.: _____
Section No.: 24
Twp. No.: 27
Range: 2E

F/D No. _____

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Shadybrook Farms

General Location: Near southeast corner of Springdale Road and Central Avenue east of Turnpike

Name of Property Owner: John E. Siefkes
Address: 114 Lochinvar, Wichita, Kansas Phone: 682-1242

Name of Subdivider: Same as Property Owner
Address: _____ Phone: _____

Name of Agent/Surveyor: Woodman-Van Doren-Reynolds, Architects and Planning Consultants
Address: 1012 Century Plaza, Wichita, Kansas 67202 Phone: 262-1481
Date of Application: 4 January 1972

SUBDIVISION INFORMATION:

- | | |
|--|---|
| 1. Gross Acreage of Plat <u>65 A.</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>54'</u> R/W <u>9500.</u> ft. |
| Residential <u>65</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>65</u> | TOTAL _____ ft. |
| 3. Minimum Lot Frontage <u>100</u> ft. | 8. Sidewalk adjacent to all streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> |
| 4. Minimum Lot Area <u>25,000</u> sq. ft. | |
| 5. Existing Zoning <u>R-1</u> | |
| 6. Proposed Zoning <u>R-1</u> | |
| 9. Public Water Supply _____ (Yes-No), Name _____ | |
| 10. Public Sanitary Sewers _____ (Yes-No), Name _____ | |
| 11. Health Department Approval (where applicable) _____ (Yes/No) | |
| 12. City of Wichita <u>Three-Mile Area</u> | |

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 with the Register of Deeds, as well as all costs of publication of initiating resolutions approving any petition for improvements, such as streets, sewer, sidewalks, etc. 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.

Owner's Signature: John E. Siefkes

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

Received by [Signature]
Date 2-8-72
Fee Submitted none

SKETCH

January 28, 1972

Woodman-Van Doren-Reynolds, Architects
1012 Century Plaza
Wichita, Kansas 67202

Subject: S/D 72-3 - Sketch Plat
of Shadybrook Farms. Generally
located at the southeast corner
of 143rd Street East and Central
Avenue.

Gentlemen:

We have reviewed the above referred to sketch plat and have discussed the proposed subdivision with the City Manager, as well as other City and County Departments. As a result of said review and discussions, and inasmuch as you have stated that you are desirous of submitting a preliminary plat for just a portion of this area, we recommend that the sketch be redesigned and resubmitted to our office taking the following comments into consideration.

Although all of the lots appear to have sufficient width, we noted that the application indicates that the minimum lot frontage is 90 feet. Therefore, if necessary, lotting adjustments should be made to provide a minimum frontage of 100 feet as required by the Sedgwick County Zoning Resolution for lands zoned the "R-1" classification.

The sketch plat does not indicate additional right-of-way being dedicated for the south half of Central Avenue which is a major street requiring 100 feet of right-of-way, or 50 feet of half street right-of-way. At present, there is only 30 feet of half street right-of-way for Central and an additional 20 feet will need to be dedicated on the plat. It is also necessary that "complete access control" from subject property to Central be indicated along the north side of the plat except for the two intersecting streets. Also, as we have previously discussed, we feel that it is necessary to provide a through collector without unnecessary jogs. Although we recognize that the area at the southeast corner

may not be submitted as part of the preliminary plat, the north-south street on the east should be designed as a 70 foot collector extending directly to the south line as shown on the enclosed copy.

In an informal discussion of related improvement districts with the City Manager and several members of the City Commission, it was noted that subject property was in an area which could reasonably be annexed to the City of Wichita in the foreseeable future. Therefore the general concensus was that the plat should be designed as an urban plat rather than suburban as now proposed. It is therefore, recommended that the required improvements within the plat be to urban standards with residential street rights-of-way of 64 feet in width, street pavement to urban standards including curbs and guttering and the installation of sidewalks. There is, however, another street standard for urban areas that your client might wish to consider. Section 7-201(G)(3) of the Subdivision Regulations does permit pavement widths as narrow as 24 feet subject to the conditions outlined in that section. This standard is to be used with extreme discretion and then only for single family housing having one dwelling unit per gross acre and also where there is a guarantee by restrictive covenants that there will be at least three off street parking spaces per dwelling unit. These spaces may not be counted if they are within the required front building setback area. If this street standard is desired, then the design of the subdivision should eliminate through traffic such as the north-south collector. If there is an interest in going to this standard, we can submit this proposal to the Subdivision and Utility Advisory Committee to see what kind of response they have.

We again feel that the divided four way street intersection indicated at the approximate center of the sketch plat should be redesigned as this type of intersection tends to be confusing to motorist making turning movements as well as being a more hazardous intersection than the normal 90 degree four-way intersection. "T" type intersections would be the most desirable.

There is an existing hedge row indicated on the plat within the right-of-way shown for the westernmost north-south street. If the applicant desires to retain the hedge row, the north-south street should be relocated either to the east or to the west of the hedge row. With regards to naming of the proposed streets, the applicant and/or his representatives should consult with Bob Vinson of the Department of Public Works to determine the proper street names.

Page 3
January 28, 1972

The concept of providing open spaces within the platted blocks and adjacent to major streets for landscaped screening as well as aesthetic value, although they add to the amenities of the contemporary subdivision, they do create certain problems not usually associated with the normal subdivision. Provisions should be made for access to the open space areas within each block for maintenance purposes, and all lots within the block should adjoin or benefit from these open spaces. It is recommended that consideration be given to design alternatives. If lot sizes are increased for the benefit of reduced street standards, then perhaps there will be less need for these open spaces, considering that a large portion of this quarter section is to remain undeveloped. If it is determined that open space areas are still desired, then they should be of sufficient size to be useable and accessible to all properties within each block. It would also be necessary that you submit the draft of the Home Association Agreement which provides for the improvement, control, care and maintenance of all open space areas. Open space areas should be designated on the plat as "Reserves", and thirty foot front building setbacks should be indicated adjacent to all street rights-of-way.

As you are aware, we are recommending that sanitary sewers be provided by means of a County operated sewer improvement district. Both sewer and water lines are to be designed to City of Wichita standards. Contacts should be made with the Wichita Water Department relative to the method water service may be extended to serve subject property.

In addition to these comments, necessary drainage improvements will be determined at the preliminary plat hearing. Prior to the preparation of the preliminary plat, we would recommend that you contact M. S. Mitchell relative to the area that should be designated as floodway. Utilities including both telephone and electric service shall be installed underground.

Enclosed is a marked engineer's copy of the sketch plat for your information and files. After you review these comments, if you have any questions please call Jack Galbraith or myself.

Very truly yours,

John D. Gist
Principal Planner

JDG:JHG:rms

Enclosure

cc: John E. Siefkes, 114 Lochinvar, 67207
Grover C. McLure, County Engineer, 1015 Stillwell, 67213
Grey Dresie, Attorney, Union National Bank Bldg., 67202
W. E. Woodard, Jr., Suite 815 Union National Bank Bldg.,
67202



THE CITY OF WICHITA

OFFICE OF

CITY MANAGER

DATE January 21, 1972

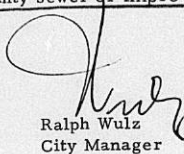
TO Robert A. Lakin, Director of Planning

FROM Ralph Wulz, City Manager

SUBJECT Shadybrook Improvement District

During informal discussion with the City Commissioners on January 18, 1972, the Commission indicated general agreement with a plan to support a county improvement district for the Shadybrook area near Springdale and Central. The Commission indicated a general disapproval of creation of small improvement districts in this area.

Discussions with the County Commission and other bodies which may be involved in projecting this plan including Butler County should be based on a premise of the City desiring a county sewer or improvement district instead of smaller units.


Ralph Wulz
City Manager

RW:kjh

cc: James F. Aiken, Director of Environmental Health



1. No. Collector Street
2. Open Space Area - Perspective of how they are to look - services provided, Home Association agreement?
3. If hedge row is desired, relocate north south street ~~to~~ ROW. to the west so that trees are not in public right-of-way
4. Four way intersection with planting areas is bad.
5. Streets should be gravel.

January 10, 1972

John Dekker, Director of Law

Robert A. Lakin, Director of Planning

Application for Establishment of
Shadybrook Farm Improvement District
in Sedgwick County, Kansas

We, too, have been served with a notice of the proposed incorporation of the Shadybrook Farm Improvement District. This is an area immediately to the north of Park East and to the southeast of the Crestview Country Club area. We have been approached by Woodman-Vandoren-Reynolds, Architects, with a sketch plat for the particular area. It is proposed that this area be developed with residential lots approximately 1/2 acre in size with a lagoon sewer system. They intend to maintain it as a rural area in appearance and would use the improvement district to develop and finance the improvements. They intend to request water from the City of Wichita. I have discussed this matter with the architects and have informed them of our reluctance to see any improvement districts established. This is based on the recommendations and conclusions set forth in the Sewer Plan which has recently been adopted and approved by both the County Commission and the City Commission as well as the Planning Commission. Our basic dislike for the improvement district is the creation of another governing body and of the inability to regulate the proper maintenance and operation of sewerage treatment facilities. I will be meeting with the owners of the property, together with Grey Dresie and the architects, on Monday afternoon to further discuss this matter.

It is my opinion that both the Planning Commission and the City Commission should request the Board of County Commissioners to defer any action on the establishment of an improvement district until such time as we can make a better determination on what fashion we can establish the sewer service for this area. I would recommend that the City of Wichita be represented by legal counsel at the January 19 meeting in the event that there is any disagreement to such deferral. If the applicants request immediate creation of the district, I would recommend that the City of Wichita oppose the creation of the district at this time.

For those receiving copies of this memo, I might call to their attention Section 19-2755 Supp. of the statutes which lists the guides for determining the advisability of forming a district. In addition, when it is within five miles of the City, the Board of County Commissioners "shall take into consideration" some additional six items, such as the growth of the City in

Page 2 - John Dekker, Director of Law
January 10, 1972

the last 10 years, the extension of its boundaries in the last 10 years, the probability of future growth in the next 10 years and other reasons which might influence growth toward the territory proposed for incorporation as an improvement district, and the willingness of the City to annex the territory and provide services in case of annexation. I think the City should be prepared to comment on these items at the public hearing, should it be necessary to do so.

RAL:ber

cc: Ralph Wulz, City Manager
James Alken, Director of Environmental Health
Jack Galbraith, Chief Planner, Community Development

Page 2 - John Dekker, Director of Law
January 10, 1972

the last 10 years, the extension of its boundaries in the last 10 years, the probability of future growth in the next 10 years and other reasons which might influence growth toward the territory proposed for incorporation as an improvement district, and the willingness of the City to annex the territory and provide services in case of annexation. I think the City should be prepared to comment on these items at the public hearing, should it be necessary to do so.

RAL:ber

cc: Ralph Wulz, City Manager
James Aiken, Director of Environmental Health
Jack Galbraith, Chief Planner, Community Development

bird
file
Shadybrook
farm



BEFORE THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE APPLICATION OF PETITIONERS FOR THE ESTABLISHMENT OF AN IMPROVEMENT DISTRICT TO BE KNOWN AS THE SHADYBROOK FARM IMPROVEMENT DISTRICT OF SEDGWICK COUNTY, KANSAS.



NOTICE OF HEARING

Notice is hereby given that there has been presented to the Board of County Commissioners of Sedgwick County, Kansas, a petition signed by *Kenny J. Martin, et al* which petition prays for the incorporation and organization of an improvement district in the territory, the limits and boundaries being described as follows, to-wit:

Part of the NW/4 of Section 24, Township 27 South, Range 2 East of the 6th P. M., Sedgwick County, Kansas, described as follows: Beginning at a point on the north line of said NW/4, 1079 feet east of the NW corner of said NW/4; thence south parallel to the west line of said NW/4, 1950 feet; thence southeasterly to a point 1460 feet east of the west line and 2175 feet south of the north line of said NW/4; thence south parallel to the west line of said NW/4 to the south line of said NW/4; thence east along the south line of said NW/4 to the SE corner of said NW/4; thence north along the east line of said NW/4 to the NE corner of said NW/4; thence west along the north line of said NW/4 to the point of beginning.

That upon the presentation of the petition it was by the Board of County Commissioners ordered that said petition be heard and considered on the 17th day of January, 1972, at 2 o'clock a. m. in the Hearing Room of the Board of County Commissioners of Sedgwick County, Kansas, on the third floor of the courthouse at Wichita, Kansas, and that the County Clerk of said county should give notice of the time and place of said hearing by one publication in some newspaper published in and of general circulation in Sedgwick County, Kansas, such notice to be published at least fifteen (15) days before the date fixed for the hearing, and further that notice of such hearing be posted in not less than three (3) public places in the territory proposed to be incorporated in the said improvement district. such notices to be posted not less than fifteen (15) days before the hearing and further that the County Clerk shall, not less than fifteen (15) days before the date of such hearing, send notices of the hearing, together with a copy of the petition without signatures to the clerk, secretary or chairman of any duly constituted city, county, regional or metropolitan planning commission exercising authority over all or part of the territory, and to the director of the division of planning of the Kansas Department of Economic Development, and to the City Clerk of any

City Clerk
From 1-12

city, any portion of whose area is within five (5) miles of the nearest boundary of the territory as described in said petition.

NOW, THEREFORE, all persons are hereby notified of the date of the hearing of said petition, to-wit: January 19th 1972, at 9 o'clock a. m. of said day, in the Hearing Room of the Board of County Commissioners on the Third Floor of the Courthouse in Wichita, Sedgwick County, Kansas, at which time the County Commissioners will first ascertain and determine whether notice has been given, and if it shall be determined that such notice has been given, and if it shall be determined that such notice has been given, the County Clerk will make a declaratkon and finding of the fact and cause the same to be entered on its records, and thereafter, they will hear all persons in favor or opposed to the granting of the prayer of said petition, and all other evidence that the Board may desire to hear for the purpose of ascertaining if such petition contains the proper number of signers possessing the qualifications prescribed by this act or whether the statements in said petition are true, and if upon hearing such evidence, it shall be found that such petition is in conformity to the requirements of this act, and that the allegations thereof are true, then such Board of County Commissioners will make a finding and decision to that effect.

Thereafter, the Board of County Commissioners will determine whether the formation of such improvement district would be in the best interests of the county, and if such is found the Board will thereupon immediately declare the territory described in the petition to constitute a public corporation and the inhabitants within such bounds to be incorporated as an improvement district under the name of THE SHADYBROOK FARM IMPROVEMENT DISTRICT OF SEDGWICK COUNTY, KANSAS, and thenceforth the said territory and the inhabitants residing therein, and their successors, will constitute a body politic and corporate under said corporate name and shall have perpetual succession.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of my office this 29 day of December, 1971.

Marie Warden

Marie Warden
County Clerk
Sedgwick County, Kansas

(SEAL)

TO: THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY,
KANSAS:

We, the undersigned, being the owners of the fee title
to all of the following described realty, to-wit:

Part of the NW/4 of Section 24, Township 27 South,
Range 2 East of the 6th P. M., Sedgwick County,
Kansas, described as follows: Beginning at a
point on the north line of said NW/4, 1079 feet
east of the NW corner of said NW/4; thence south
parallel to the west line of said NW/4, 1950 feet;
thence southeasterly to a point 1460 feet east of
the west line and 2175 feet south of the north
line of said NW/4; thence south parallel to the
west line of said NW/4 to the south line of said
NW/4; thence east along the south line of said
NW/4 to the SE corner of said NW/4; thence north
along the east line of said NW/4 to the NE corner
of said NW/4; thence west along the north line of
said NW/4 to the point of beginning,

do hereby respectfully petition that an improvement district be
formed in conformity with K.S.A. 1970 Supp. 19-2753, et seq.,
for the reason that public works and improvements will be conducive
to public health, convenience or welfare, and in further support
thereof state that Sedgwick County, Kansas is a county with power
to create improvement districts under the terms of the statutes
above cited.

WHEREFORE, your petitioners pray that all of the territory
with the boundaries defined in this petition be incorporated as
an improvement district to be known as "SHADYBROOK FARM
IMPROVEMENT DISTRICT OF SEDGWICK COUNTY, KANSAS."

Margaret B. Martin
Blaise J. Martin
Blaise J. Martin
Margaret B. Martin

THE FOURTH NATIONAL BANK AND TRUST
COMPANY, WICHITA

BY [Signature]
Vice President and Trust Officer.



THE CITY OF WICHITA

OFFICE OF LAW DEPARTMENT

DATE January 6, 1971

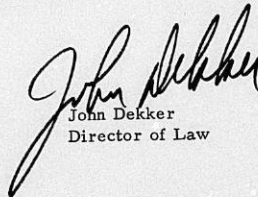
TO Robert A. Lakin, Director of Planning

FROM John Dekker, Director of Law

SUBJECT Application for Establishment
of an Improvement District -
Shadybrook Farm Improvement
District of Sedgwick County, Kansas

Attached hereto is a copy of a petition and notice of hearing in the captioned matter.

Please give me your comments regarding the necessity of appearing in this case. As the hearing is set for January 19, I will need your reply prior to this time.


John Dekker
Director of Law

JD:cr
Attachments





BEFORE THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE APPLICATION OF
PETITIONERS FOR THE ESTABLISHMENT OF AN
IMPROVEMENT DISTRICT TO BE KNOWN AS THE
SHADYBROOK FARM IMPROVEMENT DISTRICT
OF SEDGWICK COUNTY, KANSAS.



NOTICE OF HEARING

Notice is hereby given that there has been presented to the Board of County Commissioners of Sedgwick County, Kansas, a petition signed by *George J. Martin, et al* which petition prays for the incorporation and organization of an improvement district in the territory, the limits and boundaries being described as follows, to-wit:

Part of the NW/4 of Section 24, Township 27 South, Range 2 East of the 6th P. M., Sedgwick County, Kansas, described as follows: Beginning at a point on the north line of said NW/4, 1079 feet east of the NW corner of said NW/4; thence south parallel to the west line of said NW/4, 1950 feet; thence southeasterly to a point 1460 feet east of the west line and 2175 feet south of the north line of said NW/4; thence south parallel to the west line of said NW/4 to the south line of said NW/4; thence east along the south line of said NW/4 to the SE corner of said NW/4; thence north along the east line of said NW/4 to the NE corner of said NW/4; thence west along the north line of said NW/4 to the point of beginning.

That upon the presentation of the petition it was by the Board of County Commissioners ordered that said petition be heard and considered on the 19th day of January, 1972, at 9:00 o'clock a. m. in the Hearing Room of the Board of County Commissioners of Sedgwick County, Kansas, on the third floor of the courthouse at Wichita, Kansas, and that the County Clerk of said county should give notice of the time and place of said hearing by one publication in some newspaper published in and of general circulation in Sedgwick County, Kansas, such notice to be published at least fifteen (15) days before the date fixed for the hearing, and further that notice of such hearing be posted in not less than three (3) public places in the territory proposed to be incorporated in the said improvement district, such notices to be posted not less than fifteen (15) days before the hearing and further that the County Clerk shall, not less than fifteen (15) days before the date of such hearing, send notices of the hearing, together with a copy of the petition without signatures to the clerk, secretary or chairman of any duly constituted city, county, regional or metropolitan planning commission exercising authority over all or part of the territory, and to the director of the division of planning of the Kansas Department of Economic Development, and to the City Clerk of any

city, any portion of whose area is within five (5) miles of the nearest boundary of the territory as described in said petition.

NOW, THEREFORE, all persons are hereby notified of the date of the hearing of said petition, to-wit: January 1971 1971, at 9 o'clock a. m. of said day, in the Hearing Room of the Board of County Commissioners on the Third Floor of the Courthouse in Wichita, Sedgwick County, Kansas, at which time the County Commissioners will first ascertain and determine whether notice has been given, and if it shall be determined that such notice has been given, and if it shall be determined that such notice has been given, the County Clerk will make a declaration and finding of the fact and cause the same to be entered on its records, and thereafter, they will hear all persons in favor or opposed to the granting of the prayer of said petition, and all other evidence that the Board may desire to hear for the purpose of ascertaining if such petition contains the proper number of signers possessing the qualifications prescribed by this act or whether the statements in said petition are true, and if upon hearing such evidence, it shall be found that such petition is in conformity to the requirements of this act, and that the allegations thereof are true, then such Board of County Commissioners will make a finding and decision to that effect.

Thereafter, the Board of County Commissioners will determine whether the formation of such improvement district would be in the best interests of the county, and if such is found the Board will thereupon immediately declare the territory described in the petition to constitute a public corporation and the inhabitants within such bounds to be incorporated as an improvement district under the name of THE SHADYBROOK FARM IMPROVEMENT DISTRICT OF SEDGWICK COUNTY, KANSAS, and thenceforth the said territory and the inhabitants residing therein, and their successors, will constitute a body politic and corporate under said corporate name and shall have perpetual succession.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the seal of my office this 29 day of December, 1971.

Marie Warden

Marie Warden
County Clerk
Sedgwick County, Kansas

(SEAL)

TO: THE BOARD OF COUNTY COMMISSIONERS OF SEDGWICK COUNTY,
KANSAS:

We, the undersigned, being the owners of the fee title
to all of the following described realty, to-wit:

Part of the NW/4 of Section 24, Township 27 South,
Range 2 East of the 6th P. M., Sedgwick County,
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west line of said NW/4 to the south line of said
NW/4; thence east along the south line of said
NW/4 to the SE corner of said NW/4; thence north
along the east line of said NW/4 to the NE corner
of said NW/4; thence west along the north line of
said NW/4 to the point of beginning,

do hereby respectfully petition that an improvement district be
formed in conformity with K.S.A. 1970 Supp. 19-2753, et seq.,
for the reason that public works and improvements will be conducive
to public health, convenience or welfare, and in further support
thereof state that Sedgwick County, Kansas is a county with power
to create improvement districts under the terms of the statutes
above cited.

WHEREFORE, your petitioners pray that all of the territory
with the boundaries defined in this petition be incorporated as
an improvement district to be known as "SHADYBROOK FARM
IMPROVEMENT DISTRICT OF SEDGWICK COUNTY, KANSAS."

Margaret B. Mastio
Blaise J. Mastio
Charles J. Mastio
James J. Mastio

THE FOURTH NATIONAL BANK AND TRUST
COMPANY, WICHITA

BY William E. Mastio
Vice President and Trust Officer

Map No.: F-14-D
Section No.: 24 (NW 1/4)
Twp. No.: 27 S
Range: 2E

S/D No. 72-3

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Shadybrook Farms

General Location: Near southeast corner of Springdale Road and Central Avenue east of Turnpike
(143rd St E)

Name of Property Owner: John E. Siefkes
Address: 114 Lochinvar, Wichita, Kansas 67207 Phone: 682-1242

Name of Subdivider: Same as Property Owner
Address: _____ Phone: _____

Name of Agent/Surveyor: Woodman-Van Doren-Reynolds, Architects and Planning Consultants
Address: 1012 Century Plaza, Wichita, Kansas 67202 Phone: 262-1481

Date of Application: 4 January 1972

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 52.91 A.
2. Number of Lots:
 - Residential 71
 - Commercial _____
 - Industrial _____
 - Other _____
 - Total Number of Lots 71
3. Minimum Lot Frontage 90 ft.
4. Minimum Lot Area 25,000 sq. ft.
5. Existing Zoning R-1
6. Proposed Zoning R-1
7. Lineal Feet of New Streets:
 - a. 70' R/W 9,500. 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 no
9. Public Water Supply Yes (Yes-No), Name _____
10. Public Sanitary Sewers Yes (Yes-No), Name _____
11. Health Department Approval (where applicable) _____ (Yes-No)
12. City of Wichita Three-Mile Area

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 with the Register of Deeds, as well as all costs of publication of initiating resolutions approving any petition for improvements, such as streets, sewer, sidewalks, etc. 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.

Owner's Signature: John E. Siefkes

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

Received by Curt Newby
Date 1-17-72
Fee Submitted none
(actual ch. plat)

T9-301B
(2-71)



6447
Map No. F-14-D
Sec. No. 24 (NW $\frac{1}{4}$)
Twp. No. 27 S
Range 2 E

Subdivision Report and Progress
S/D No.: 72-3

Name: SHADYBROOK FARMS

General Location: In an area south of Central and east of 143rd Street East

Owner: John E. Siefkes
Address: 114 Lochinvar 67207 Phone: 682-1242 765-0283
* Subdivider: Same c/o Woodman-Van Doren-Reynolds
Address: 1012 Century Plaza 67202 Phone: 262-1481
Engineer/Surveyor: K.O. TAYLOR, P.E.
Address: 1542 S. ST. FRANCIS Phone: 264-4072

Application Received 1-13-72
Conf. with Applicant JAN. 1972
* Sketch Plat Received 1-13-72
* Present Zoning "R-1"
Proposed Zoning "R-1"
Letter of Intent 1-25-72

PREL. PLAT RECEIVED 2-22-72
S/D Comm. Action 3-2-72 Approve
Dept. Report on Prel. 3-13-72

TRACING PROGRESS:

Received 8-8-72
Released 10-13-72
Received
Released

FINAL PLAT RECEIVED 4-10-72
S/D Comm. Action 4-20-72 Approve

Dept. Report on Final 4-21-72
M.A.P.C. ACTION 4-27-72 Approve
Dept. Report on Final 4-28-72
Letter On Irons Received N/A
Title/Taxes Rec'd & Reviewed 6-5-72
Final Review 10-18-72
Referral to B.C.C. 10-5-72

B.C.C. ACTION 10-10-72 Approved
Recorded Nov 2, 1972

Comments:

* Note: send correspondence to Andover School District when preliminary plat is submitted.

** revised sketch plat received on 2-8-72 (see notes indicated thereon)

Plats sent to:

Shadybrook Farm Addition

Mr. Harold McCreight
Unified School District #385
P. O. Box 248
Andover, Kansas 67002

10-13-72 Released Tracing to John Siefkes for recording