

PLAT NO. S/D 72-55 MAP NO. F-1W-C
~~S/D 72-55~~

NAME ROLLING HILLS COUNTRY CLUB ESTATES SECOND

LOCATION on the ^{EAST}~~WEST~~ side of Maize Road between
Maple and Central

ENGINEER K. O. Taylor, 1542 So. St. Francis (264-4072)

OWNER C. H. Pate, Sr., 4121 Maple (ph. 942-7485)

APPLICATION FILED 6-5-72

SKETCH PLAT FILED ~~6-5-72~~

PRELIMINARY FILED 6-5-72

S/D ACTION 6-15-72 approved

FINAL FILED 7-10-72

S/D ACTION 7-20-72 Apprhone

MAPC ACTION 7-27-72 Approved

BCC ACTION 10-31-72 Approved

RECORDED Nov. 10, 1972

REMARKS _____

S/D 72-55 ROLLING HILLS COUNTRY
CLUB ESTATES ^{SECOND} West side Maize
Road between Maple & Central
K. O. Taylor

ACTION

	DATE
^{5/19} COMMITTEE (BREM) Approved	6-15-72
S/O Com. (Juel) Approved	9-20-72
M.A.P.C. Approved	7-27-72
B.C.C. 10-31-72 Approved	10-31-72

Replatted as the fourth Addition 11-29-73.
No revised Homeowners Assoc.
required.

K.O.
10-4-82

4647
Map No. F-1W-C
Sec. No. 20
Twp. No. 27
Range 1W

Subdivision Report and Progress

S/D No.: 72-55

Name: ROLLING HILLS COUNTRY CLUB ESTATES SECOND *addition*

General Location: on the ~~west~~ ^{EAST} side of Maize Road between Maple & Central

Owner: C. H. Pate, Sr.
Address: 4121 Maple 04 Phone: 942-7485
Subdivider: *same*
Address: Phone:
Engineer/Surveyor: K. O. Taylor
Address: 1542 So. St. Francis Phone: 264-4072

Application Received 6-5-72
Conf. with Applicant 6-7-72
Sketch Plat Received ~~8-15-72~~
Present Zoning R-1R-1
* Proposed Zoning AA
Letter of Intent *none*

FINAL PLAT RECEIVED 7-10-72
S/D Comm. Action 7-20-72
Approve
Dept. Report on Final 7-21-72
M.A.P.C. ACTION 7-27-72 *Approved*
Dept. Report on Final 7-28-72
~~letter on Irons Received~~ N/A
Title/Taxes Rec'd & Reviewed 10-11-72
Final Review 10-26-72
Referral to B.C.C. 10-26-72

PREL. PLAT RECEIVED 6-5-72
S/D Comm. Action 6-15-72 *approve*
Dept. Report on Prel. 6-19-72

B.C.C. ACTION *Approved - 10-31-72*
Recorded Nov. 10, 1972

TRACING PROGRESS:
Received 10-2-72
Released 11-1-72
Received
Released

Comments:

* Associated cases SCZ-0254, "R-1R-1" to "AA" and CU-140, cond. use permit to build condominiums.

Send Plats to:

ROLLING HILLS COUNTRY CLUB
ESTATES

Gilbert Wilkerson, Trustee
Delano Trustee TOWNSHIP
549 Keith, 67209

NOTE:

After plat is recorded then coordinate Country Club & C.H. cases, application to City of Wichita, and initiation of City bond case per notes on p. 2 of letter dated 7-21-72. /H
11-8-72 - Released tracing to Carmen Pate for recording

11-13-72
B

REGISTER OF DEEDS

SEDGWICK COUNTY, KANSAS

ROLLING HILLS COUNTRY CLUB
ESTATES SECOND

ADDITION was

filed for record on November 10, 1972

S-2
81
vh

John Hale
Register Of Deeds

T9-328

BOOK 37 PAGE 1035

EDGWICK COUNTY, KANSAS

Received of Nov 7 1972
Pete Constan Co. \$5.00

For Recording Fee Corporation Charter 7
Rolling Green Country Club Estate

JOHN HALE
REGISTER OF DEEDS
Wichita, Kansas 67203

OFFICIAL RECEIPT REQUIRED
FOR ALL EXPENDITURES

BY John Overstreet AS Supt

BOOK 37 PAGE 1038 SEDGWICK COUNTY, KANSAS

Received of Pate Constr. Co., Nov 8, 1972 \$ 22.00

For Recording Fees for Declaration of Condominium
of Rolling Hills Country Club Estates

JOHN HALE
REGISTER OF DEEDS
Wichita, Kansas 67203

OFFICIAL RECEIPT REQUIRED
FOR ALL EXPENDITURES

BY John Overstreet Deputy

DECLARATION OF CONDOMINIUM

OF

ROLLING HILLS COUNTRY CLUB ESTATES,

A CONDOMINIUM

THIS DECLARATION hereby made this _____ day of _____, 1972, by PATE CONSTRUCTION COMPANY, INC. (hereinafter called the "Developer"), a corporation duly organized and existing under and by virtue of the laws of the State of Kansas, for itself and for its successors, trustees, and assigns, as follows:

The Developer owns in fee simple and hereby submits to the condominium form of ownership and use under and in accordance with the Kansas Apartment Ownership Act (K.S.A. 58-3101, et seq.), as now in effect and as hereafter at any time and from time to time amended, the following described land in the City of Wichita, Sedgwick County, Kansas, together with all rights, easements, appurtenances, and hereditaments pertaining or belonging thereto, and all buildings, structures, and improvements located and to be constructed thereon as hereinafter more fully described, and all personal property, equipment, and facilities intended for use in connection therewith (all of which real and personal property is hereinafter called the "condominium property" or simply the "property"), to-wit:

Rolling Hills Country Club Estates
Second Addition, Wichita, Sedgwick
County, Kansas.

*MADP RECEIVED
11-8-72*

ARTICLE I
DEFINITIONS

The terms used herein and in the by-laws and all other condominium documents shall have the meanings specified in the Kansas Apartment Ownership Act (K.S.A. 58-3102) unless the context requires otherwise. "Association" shall mean the Rolling Hills Country Club Estates Homeowners Association, a Kansas not for profit corporation that manages and operates the condominium. "Apartment" shall be deemed to include all of the undivided interest in and to the common areas and facilities unless the context clearly indicates otherwise.

ARTICLE II
ASSOCIATION

SECTION 1. Rolling Hills Country Club Estates Homeowners Association, shall have the rights and powers as set forth in its Articles of Incorporation and By-Laws, together with its general powers as a not for profit corporation, and it shall perform each and every duty required of it by this Declaration.

SECTION 2. Name and Address. The name of the condominium shall be Rolling Hills Country Club Estates, a Condominium, and its address shall be Maize Road, Wichita, Kansas.

SECTION 3. Developer shall perform the duties of the Association pursuant to the powers and duties set forth by this Declaration, Articles of Incorporation and By-Laws of the Association, until such time as twenty-seven (27) apartments have been sold to individual owners. Developer has the option of turning over the management of the Association to the Association at any earlier time as it sees fit.

Developer shall maintain, develop and manage all unsold portions of the subject property at its sole cost and the Association shall not levy any assessment against Developer for any reason except as provided in ARTICLE VIII SECTION 2 of the By-Laws of the Association.

ARTICLE III

PROPERTY RIGHTS

SECTION 1. Description of Buildings. The improvements shall be constructed by Developer substantially in accordance with the approved plans and specifications which shall be placed of record, including all driveways, walks, parking areas, open spaces and landscaping. There will be constructed a total of twelve (12) structures, six (6) of which will contain two (2) apartments and six (6) of which will contain four (4) apartments, for a total of thirty-six (36) apartments. Each apartment consists of a basement, ground floor and second story and include a one-car garage and the exclusive use of the attached concrete terrace. All apartments will be of brick and frame construction with shake shingle roofing.

SECTION 2. Numbers and Description of Apartments. The apartments will be numbered consecutively from 1 through 36. Each apartment will be located upon one of the 12 lots as platted within the said addition. Each apartment contains approximately 1,700 sq. ft. exclusive of basement and garage and concrete terrace. Apartments numbered 3, 9, 13, 21, 25 and 31 contain 6 rooms. All other apartments contain 5 rooms. Each apartment contains one and one-half baths. All apartments have private entrances.

The boundary lines of each apartment are the interior surfaces of its perimeter walls, bearing walls, basement floors, top story ceilings, windows and window frames, doors and door frames, and trim, and includes both the portions of the building so

described and the air space so encompassed. Each apartment owner shall have the exclusive right to the use and enjoyment of the terrace and driveway (or aliquot portion thereof) appurtenant to his apartment.

SECTION 3. Description of Common Areas and Facilities.

Common areas and facilities shall consist of the entire condominium property not included within the boundaries of the 36 apartments as specified in the preceding SECTION 2 of this ARTICLE III, including but not limited to "common areas and facilities" as defined in the Kansas Apartment Ownership Act. The condominium property contains no "limited" common areas or facilities.

SECTION 4. Additional Property.

In the event that additional property should be annexed and included within this development and additional apartments constructed, such additional development shall substantially conform to the general architectural style of the original development and shall be of such value as to in no way impair the value of the original development by its inclusion therein.

SECTION 5. Amendments.

The provisions of ARTICLE VI, SECTION 6 notwithstanding, this Declaration may be amended by filing by the Developer such additional plans as may be required to describe the completion, changes and additions of improvements. The Developer reserves the right to change the interior design and arrangement of any or all apartments, so long as the Developer owns the apartments so altered. Any such change shall be reflected by an amendment of this Declaration which may be executed by the Developer alone. No such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration as provided in SECTION 6 of ARTICLE VI hereof.

SECTION 6. Common Area Ownership; Non Waiver.

(a) **Ownership.** It has been determined and is hereby declared that for the purpose of determining the percentage of undivided interest in the common areas and facilities appertaining to each apartment, the value of each apartment is equal. Each apartment contains approximately an equal number of square feet and accordingly the owner of each apartment shall also own an undivided 1/36th interest in fee simple in all common areas and facilities, with the right to use and enjoy said common areas and facilities, in common with all other interest owners, in accordance with the purposes for which they are intended but without hindering or encroaching upon the lawful rights of other apartment owners. The owner of each apartment shall be responsible for his share of the common expenses according to his percentage of the undivided interest in the common areas and facilities.

The percentage of the undivided interest of each apartment owner in the common areas and facilities as expressed in this Declaration shall have a permanent character and shall not be altered without the consent of all of the apartment owners expressed in an amended Declaration duly recorded. The percentage of the undivided interest in the common areas and facilities shall not be separated from the apartment to which it appertains and shall be deemed to be conveyed or encumbered with the apartment even though such interest is not expressly mentioned or described in the conveyance or other instrument.

The common areas and facilities shall remain undivided and no apartment owner or any other person shall bring any action for partition or division of any part thereof, unless the property has been removed from the provisions of the Kansas Apartment Ownership Act. Any covenant to the contrary shall be null and void.

(b) **Non Waiver.** No apartment owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by abandonment of his apartment.

SECTION 7. Voting. Each apartment owner shall be entitled to one vote, in person or by proxy, at any and all meetings of apartment owners and upon any and all matters submitted to the vote or determination of apartment owners, whether at a meeting of apartment owners or otherwise.

SECTION 8. Percentage of Votes by Apartment Owners Required for Authorization to Rebuild, Repair, Restore, or Dispose of in the event of Damage, Destruction, or Condemnation. In the event damage or destruction of all or part of the property, or a taking by any authority having the power of eminent domain, and if the owners, by a vote of at least three-fourths of all the apartment owners, do not voluntarily within 120 days after such destruction or damage, make provision for reconstruction, then and in that event:

(a) The property shall be deemed to be owned in common by the apartment owners;

(b) The undivided interest in the property owned in common which shall appertain to each apartment owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities;

(c) Any liens affecting any of the apartments shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the apartment owner in the property as provided herein; and

(d) The property shall be subject to an action for partition at the suit of any apartment owner, in which event the net proceeds of sale together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the apartment owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the apartment owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each apartment owner.

ARTICLE IV

EASEMENTS, USE AND RESTRICTIONS

SECTION 1. Encroachment and Easements. If any portion of the common area shall encroach upon any apartment, or if any apartment shall encroach upon any other apartment or upon any portion of the common elements, as a result of the construction, settling, or shifting of any building, structure, or improvement thereon, a valid easement for the maintenance and continuation of such encroachment shall exist as long as such building, structure, or improvement stands. In the event any building, structure, or improvement on the condominium property, including but not limited to any apartment or common area therein or thereon, shall be rebuilt after having been damaged or partially or totally destroyed by fire or other casualty or as a result of condemnation or eminent domain proceedings, any resulting encroachment of any part of the common area upon any apartment, or of any apartment upon any other apartment or upon any part of the common area, shall be permitted and a valid easement for the continuation and maintenance of such encroachment shall exist as long as such building, structure, or improvement stands.

There is reserved for the benefit of each apartment an easement for utility services over, under and through the property and each other apartment. There is further reserved for the Association an easement of entry and of access for the installation and maintenance of utility lines, utility meter boxes, landscaping, and community facilities in common areas and for the performance generally of its rights and duties as provided in this Declaration and the By-Laws of the Association.

SECTION 2. Use and Restrictions. Occupancy and use of the building, apartments, and common areas and facilities shall be subject to the following limitations and restrictions:

(a) The subject property shall be used and occupied for residential purposes only. Except upon express consent of the Association given and evidenced in the manner provided for leasing and transfer of ownership as hereinafter provided, no apartment shall be occupied by any person or persons other than the owner and owner's immediate family, his casual guests, and his domestic employees or servants.

(b) An owner shall not interfere with the rights of other owners, the Association or the Developer, 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.

(c) Any owner shall obey and comply with all public laws, ordinances, rules and regulations and all ground rules now and hereafter promulgated as provided for in this Declaration. No owner shall do or allow to be done any act which causes, or threatens to cause, any damage, encroachment, or disrepair to the subject property, community facilities, any party wall, or the apartment of any other owner, or which would reduce the value thereof or impair any easement or hereditament without in every case the unanimous consent of all the other apartment owners being first obtained.

(d) No exterior shades, awnings, or window guards shall be used by any owner on his individual apartment, except those that are authorized by the Association. No clothes, sheets, blankets or laundry of any kind, or other articles shall be hung out or exposed on any part of the common elements.

(e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any apartment or in the common areas, except that dogs, cats, or other household pets may be kept in apartments; provided, however, that such animals shall be confined at all times to the apartment and must be kept on a leash when outside the apartment and in the common area. Dogs and other animals shall not be allowed to trespass on the adjacent Rolling Hills Country Club whether on leash or otherwise.

(f) There shall not be any additional external television or radio antennas erected or any external structural changes or additions and no owner shall erect any structures either permanent or temporary upon any of the common areas, nor shall anything be removed from the common areas, except upon written consent of the Association.

(g) No automobile, truck, motorcycle, motor-bike, boat, house trailer, mobile home, boat trailer, or trailer, or any other vehicle of any type or description may be stored upon any of the common areas, except in storage areas designated for that purpose by the Association.

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

(i) No industry, business, trade, occupation, or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained, or permitted on any part of the property.

(j) Nothing shall be done or kept in any apartment or in the common areas which will increase the rate of insurance on the common areas, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his apartment or in the common area which will result in the cancellation of insurance on any apartment or any part of the common areas or which will be in violation of any law. No waste shall be committed in the common areas.

(k) There shall be no violation of rules for the use of the common areas adopted by the Association.

(l) Neither the apartment owners nor the Association shall interfere with the Developer's completion and sale of apartments.

SECTION 3. Covenants Running with the Land. All original and future owners, tenants, and occupants of the apartments shall be subject to and shall comply with the provisions of this Declaration, the By-Laws of the Association which are hereto attached as Exhibit "A" and made a part hereof, and all rules and regulations adopted pursuant thereto, as such instruments may be amended from time to time, which provisions shall constitute covenants running with the land and with every part thereof and every interest therein and shall be binding upon each and every person having at any time an interest or estate in or to any apartment to exactly the same extent and with exactly the same effect as though all of said provisions were recited and stipulated in each deed or conveyance of any and every apartment. Accepting any deed to or any conveyance or transfer of any apartment, or entering into any agreement relating to any apartment, or entering upon or occupying any apartment shall constitute an irrevocable acceptance of this Declaration, the By-Laws, and all rules and regulations issued pursuant thereto, as from time to time amended.

ARTICLE V**TRANSFER AND RIGHT OF FIRST REFUSAL**

SECTION 1. Sale or Lease. In the event that at any time during the existence of this condominium (but not after the expiration of twenty-one (21) years following the death of the last survivor of all stockholders, officers, and members of the board of directors of the Developer, and all spouses, natural and legally adopted children, sons-in-law, daughters-in-law and natural and legally adopted grandchildren of said stockholders, officers, and members of Developer's Board of Directors, who are living on the date this Declaration is duly recorded in the office of the Register of Deeds of Sedgwick County, Kansas; provided, however, that this limitation shall apply only if it is essential to the validity and enforceability of the right of first refusal granted to the Association by this paragraph) the owner of any apartment desires to sell or lease or sublease any apartment or any portion thereof, the Association shall have the option to purchase, rent, or lease the same on the same terms and conditions as are offered to the owner or to furnish another purchaser or lessee upon the same terms and conditions. Any attempt at sale or lease or sublease of any apartment, without prior offer to the Association shall be wholly null and void and shall confer no title or interest whatsoever to the intended purchaser, tenant, or sublessee.

Should an owner wish to sell, lease or rent his interest in any apartment, or any part thereof, he shall, before accepting any offer to sell, purchase, lease or rent any such interest, deliver to the Association written notice of his intent to sell, lease, or rent, which notice shall contain a true copy of any instrument containing the terms of any such offer. The Association shall, within ten (10) days after receiving such notice, either consent to the transaction specified in said notice or, by written notice delivered to owner's apartment, indicate the Association's intention to purchase, lease or rent the owner's interest upon the same terms and conditions

specified in owner's notice to the Association or to furnish another purchaser upon such terms and conditions. The Association or such purchaser shall have fourteen (14) days after the giving of its notice to owner to perform the duties and obligations and to make the payments provided to be performed and to be made by the prospective buyer, tenant or sublessee in owner's notice to Association. Within the same fourteen (14) day period, owner may without prejudice, withdraw his offer to sell, lease or sublet all or any portion of his apartment. Failure of the Association to indicate by notice to owner its intention to buy or lease, as may be, owner's interest in his apartment as set forth in owner's notice within the ten (10) day period following owner's notice to Association to perform as provided in said notice within fourteen (14) days after receipt by owner of Association's notice shall be deemed a consent by the Association to the transaction specified in owner's notice. The subleasing of any interest in any apartment shall be subject to the same limitations as are applicable to the leasing or renting thereof.

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

SECTION 2. Gift. Any owner who wishes to make a gift of his apartment ownership or any interest therein to any person or persons not members of his immediate family shall within ten (10) days prior to the contemplated date thereof give written notice to the Association of his or her intent to make such gift, together with the name and address of the intended donee and the contemplated date of said gift. The Association shall at all times have the first right and option to purchase such apartment ownership or interest therein or furnish another purchaser therefor, for cash at fair market value to be determined in same manner as such fair market value is determined under SECTION 3 of this ARTICLE V.

SECTION 3. Transfer at Death. In the event any owner dies leaving a will devising his apartment or any interest therein to any person not a member of his immediate family, or in the event any owner dies intestate and by virtue of the laws of intestate succession, any interest in his apartment should pass to person or persons not members of his immediate family, the Association shall have an option to purchase his apartment ownership or interest therein from either the devisee or devisees named in said will or the heirs at law of said decedent owner, or from the personal representative thereof, for cash at fair market value to be determined as follows. Within ten (10) days after receipt of written notice of the appointment of a personal representative for the estate of the deceased owner, the Association shall appoint a qualified real estate appraiser and shall thereupon give written notice of such appointment to the said devisee or devisees, heirs at law, or personal representative, as the case may be. Within ten (10) days thereafter said devisee or devisees, heirs at law, or personal representative, as the case may be, shall appoint a second qualified real estate appraiser. Within ten (10) days after the appointment of said appraiser, the two appraisers so appointed shall appoint another qualified real estate appraiser to act as the third appraiser. In the event the said two appraisers cannot agree upon such third appraiser, the Senior Judge of the District Court of Sedgwick County, Kansas, shall appoint such third appraiser. Within fourteen (14) days thereafter, the three appraisers shall determine, by majority vote, the fair market value of the apartment or interest therein devised by the deceased owner and shall thereupon give written notice of such determination to the Association and the said devisee or devisees, heirs at law, or personal representative, as the case may be. The Association's right to purchase the apartment or interest therein at the price determined by the three appraisers shall expire within ten (10) days after the date of receipt of such notice by it. The Association shall be deemed to have exercised its option if it tenders the required sum of money to the said devisee or devisees, heirs at law, or personal representative, as the case may be, within the said option period or within said period

furnishes a purchaser who tenders such sum. Nothing herein contained shall be deemed to restrict the right of the Association or its authorized representative, pursuant to authority given to Association by the owners, to bid at any sale of the apartment or interest therein of any deceased owner which is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his apartment or interest therein.

SECTION 4. Consent of Voting Members. The Association shall not exercise any option hereinabove set forth to purchase any apartment or interest therein without the prior written consent of a majority of the voting members. The Association may bid to purchase at any sale of an apartment or any interest therein of any deceased owner which is held pursuant to an order or direction of the court upon the prior written consent of a majority of the voting members of the Association, which consent shall set forth a maximum price which the Association is authorized to bid and pay for said apartment or interest therein.

SECTION 5. Release or Waiver of Options. Upon the written consent of three-fourths of the members of the Association any of the options contained in this paragraph may be released or waived and the apartment or any interest therein which is subject to an option set forth in this paragraph may be sold, conveyed, leased, given, or devised free and clear of the provisions of this Article.

SECTION 6. Proof of Termination of Option. A certificate executed and acknowledged by the acting secretary of the Association stating that the provisions of this paragraph as hereinabove set forth have been met by an owner, or duly waived by the Association, and that the rights of the Association hereunder have terminated, shall be conclusive upon the Association and the owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner who has in fact complied with the provisions of this ARTICLE V or in respect to whom the provisions of this ARTICLE V have been waived upon request.

SECTION 7. Exceptions. The provisions of this article shall not apply to

(a) the leasing or transfer of ownership by the owner of any apartment to a member of his immediate family; or

(b) if ownership be held jointly or in common with others, the leasing or transfer of ownership of an apartment by one of such joint or common owners to another joint or common owner; or

(c) the leasing or transfer of ownership to the owner of another apartment in the development; or

(d) the grant by an owner to a friend or relative of the limited license, upon the receipt of no consideration by way of rent or otherwise, to use and to occupy an apartment for a term of not longer than four (4) weeks; provided, however, that an owner shall give the Association two (2) weeks notice in writing of the intended license and the name and address of the licensee;

(e) Developer.

SECTION 8. Mortgagees. Should the interest in any apartment become subject to a mortgage given as security, in good faith and for value, the holder thereof, upon becoming the owner of such interest through whatever means, or the buyer at any sale under power of sale therein contained, shall have the unqualified right to sell, lease or otherwise dispose of said interest and the fee ownership of said apartment, without offer to the Association notwithstanding the provisions of this ARTICLE V. The provisions hereof shall apply fully to the purchaser at any such foreclosure or judicial sale following his acquisition of the property.

SECTION 9. Prior Consent. Regardless of any prior consent theretofore given, no owner of an apartment nor his executor, administrator or personal representative, nor any trustee or receiver of the property of such owner nor anyone to whom the interest of such owner shall pass by law shall be entitled to lease or transfer the ownership of any interest therein of any apartment except upon full compliance with the provisions of this ARTICLE V.

SECTION 10. Joint and several liability. In a voluntary conveyance the grantee of an apartment shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Board of Directors of the Association setting forth the amount of the unpaid assessments against the grantor, and such grantee shall not be liable for, nor shall the apartment conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth.

ARTICLE VI

GENERAL PROVISIONS

SECTION 1. Enforcement. Each owner shall comply strictly with the provisions of this Declaration and with the administrative rules and regulations drafted pursuant thereto as the same may be lawfully amended from time to time and with decisions adopted pursuant to said Declaration and administrative rules and regulations, and failure to comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Board of Directors or Manager on behalf of the owners, or in a proper case, by an aggrieved owner.

SECTION 2. Personal Property. The Board of Directors of the Association may acquire and hold, for the benefit of the owners, tangible and intangible personal property and may dispose of the same by sale or otherwise; and the beneficial interest in such personal property shall be owned by the owners in the same proportion as their respective interests in the common area, and shall not be transferable except with a transfer of an apartment. A transfer of an apartment shall transfer to the transferee ownership of the transferor's beneficial interest in such personal property.

Within 30 days following the transfer of the management of the condominium from the Developer to the Association, the Developer shall execute and deliver a bill of sale to the Board of Directors in behalf of all the owners, transferring all items of personal property located on the project and furnished by the Developers, which property is intended for the common use and enjoyment of the owners.

SECTION 3. Name and Business Address of Person to receive service. Phillip S. Frick, 600 Fourth National Bank Building, Wichita, Kansas 67202, is hereby designated to receive service of process in any action brought against the Association or the condominium or in any other action or proceeding with respect to which the Kansas Apartment Ownership Act requires the designation of a person to receive service.

SECTION 4. Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a condominium project. Failure to enforce any provision hereof shall not constitute a waiver of the right to enforce said provisions or any other provision hereof.

SECTION 5. Termination. In addition to the manner of termination provided by the Kansas Apartment Ownership Act, the condominium may be terminated at any time upon written

approval of apartment owners holding seventy-five percent (75%) of the total authorized vote, or such larger percentage of interest owners as may be required by law, and of the holders of all liens and mortgages of record upon any of the condominium property, including but not limited to all of the holders of liens or mortgages upon any of the apartments, which termination shall be effective when the certificate thereof, executed and acknowledged for the Association by its president or vice president, and attested by the secretary or assistant secretary, has been duly recorded in the office of the Register of Deeds of Sedgwick County, Kansas. In such event, the apartment owners shall thereupon own the condominium property and all the Association assets as tenants in common in undivided shares, with the undivided interest therein of each apartment owner to be the same percentage of undivided interest previously owned by him in common areas and facilities, and the mortgagees and lienors of such apartment owners shall have mortgages and liens upon the respective undivided interests aforesaid of said owners, all with the results specified in K.S.A. 58-8126, as now in effect and as hereafter amended at any time or from time to time.

SECTION 6. Amendments. This Declaration may be amended by certificates signed and acknowledged by the Developer at any time and from time to time prior to the sale of any apartments hereunder, and may be amended at any time from time to time thereafter by a certificate signed and acknowledged by record apartment owners holding seventy-five percent (75%) of the total authorized vote or a certificate to such effect signed and acknowledged for the Association by its president or vice president and attested by the secretary or assistant Secretary, with any such amendment to become effective when it is duly recorded in the office of the Register of Deeds of Sedgwick County, Kansas; provided, however, that no such amendment shall alter any apartment or decrease the percentage of ownership of the common areas and facilities appurtenant thereto unless the owner of such apartment and all record owners of mortgages and liens thereon shall join in the execution of said certificate.

SECTION 7. Severability. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

SECTION 8. Captions. The captions used in this Declaration and in the By-Laws and other condominium documents are inserted solely for the purposes of identification and convenience, and shall not be used or relied upon in construing or interpreting the meaning or effect of the text of this Declaration or any other condominium document.

SECTION 9. Effective Date. This Declaration shall take effect on the date it is duly recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

PATE CONSTRUCTION COMPANY, INC.

By _____
C. H. Pate, Sr., President

ATTEST:

Secretary

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

BE IT REMEMBERED, that before me, the undersigned, a notary public in and for said county and state, on this day of , 1972, personally appeared C. H. Pate, Sr., and Anna B. Pate, president and secretary respectively of Pate Construction Company, Inc., a Kansas corporation, to me personally known to be the identical persons who subscribed the name of the maker thereof to the foregoing instrument, and duly acknowledged to me that they executed the same as their free and voluntary act and deed, and for and on behalf of and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Notary Public

My Commission Expires:

SEDGWICK COUNTY, KANSAS

Received of Pate Coaster Co. Nov 8 1972
 For Recording Fee for By-Laws of the Rolling Hills Country Club Estates Homeowners Association \$30.00
 JOHN HALE
 REGISTER OF DEEDS
 Wichita, Kansas 67203

OFFICIAL RECEIPT REQUIRED FOR ALL EXPENDITURES

John Coaster BY *John Hale*

BY-LAWS

of the

ROLLING HILLS COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION

A Corporation Not For

Profit Under the Laws

of the State of Kansas

ARTICLE I

NAME AND LOCATION

SECTION 1. Name. These are the By-Laws of the Rolling Hills Country Club Estates Homeowners Association, herein called the Association, a corporation not for profit under the laws of the State of Kansas, the Articles of Incorporation of which were filed in the office of the Secretary of State on October 30th, 1972. The Association has been organized for the purpose of administering a condominium pursuant to the Kansas Apartment Ownership Act (K.S.A. §58-3101 et seq.), herein called the Act, which condominium is identified by the name Rolling Hills Country Club Estates, a Condominium, and is located upon the following land:

Rolling Hills Country Club Estates
Second Addition, Wichita, Sedgwick
County, Kansas.

MAPD
RECEIVED 11-8-72

SECTION 2. Location. The address of the office of the Association shall be Maize Road, Wichita, Kansas.

SECTION 3. Seal. The seal of the Association shall bear the name of the Association, the word "Kansas," the words "Corporation not for profit" and the year of incorporation.

SECTION 4. Fiscal Year. The fiscal year of the Association shall be the calendar year.

ARTICLE II

INITIAL OPERATION

SECTION 1. The Association shall be managed and operated by Pate Construction Company, Inc., until such time as the Association receives notice in writing from Pate Construction Company, Inc., that management and operation of the Association have been turned over to the Association.

SECTION 2. The original incorporators shall be the directors of the Association until management and operation is turned over to the Association, and they shall have the power to appoint officers and act as agents for the Association and its members during such time.

SECTION 3. Membership. Every person who is the record owner of a fee or undivided fee interest in any apartment shall be a member of the association. Such persons shall not include persons who hold an interest merely as security for the performance of an obligation.

ARTICLE III

MEETINGS OF MEMBERS

SECTION 1. Annual Members' meetings. The annual members' meeting shall be held at the office of the corporation at 8:00 o'clock p.m. Central Standard Time, on the second Friday in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members. If that day is a legal holiday, the meeting shall be held at the same hour on the next day.

SECTION 2. Special members' meeting shall be held whenever called by the president or vice president or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

SECTION 3. Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the president or vice president or secretary unless waived in writing by each member. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten days nor more than sixty days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

SECTION 4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten days, and adequate notice of the new date shall be given as described in SECTION 3 of this ARTICLE III.

SECTION 5. Voting. In any meeting of members the owners of apartments shall be entitled to cast one vote for each apartment.

If an apartment is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast the vote for the apartment shall be designated by a certificate signed by all of the record owners of the apartment and filed with the secretary of the Association. If an apartment is owned by a corporation, the person entitled to cast the vote for the apartment shall be designated by a certificate of appointment signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the apartment concerned. A certificate designating the person entitled to cast the vote of an apartment may be revoked by any owner thereof.

Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the secretary before the appointed time of the meeting.

SECTION 6. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be

- (1) election of chairman of the meeting;
- (2) calling of the roll and certifying of proxies;
- (3) proof of notice of meeting or waiver of notice;
- (4) reading and disposal of any unapproved minutes;
- (5) reports of officers;
- (6) reports of committees;
- (7) election of inspectors of election;
- (8) election of directors (if necessary);
- (9) unfinished business;

- (10) new business; and
- (11) adjournment.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM

SECTION 1. Number. The affairs of the Association shall be managed by a board of not more than 5 directors, the exact number to be determined at the time of election. Directors' fees shall be determined by the members.

SECTION 2. Election of directors shall be conducted at the annual members' meeting. A nominating committee of five members shall be appointed by the Board of Directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Additional nominations for directorships and directors may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

SECTION 3. Vacancies. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

SECTION 4. Removal. Any director may be removed with or without cause by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

SECTION 5. Term. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

ARTICLE V

DIRECTORS' MEETINGS

SECTION 1. The organization meeting of a newly-elected Board of Directors shall be held within ten days of its election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

SECTION 2. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone, or telegraph at least three days prior to the day named for such meeting.

SECTION 3. Special meetings of the directors may be called by the president and must be called by the secretary at the written request of two or more of the directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph at least three days prior to the day named for such meeting, which notice shall state the time, place, and purpose of the meeting.

SECTION 4. Waiver. Any director may in writing waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

SECTION 5. A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is

present shall constitute the acts of the Board of Directors, except where approval by a greater number of directors is required by the Declaration of Condominium, herein called the Declaration, the Articles of Incorporation, or these By-Laws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purpose of determining a quorum.

SECTION 6. The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected, or if not, the president shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

SECTION 7. The order of business at directors' meetings shall be

- (1) calling of roll;
- (2) proof of due notice of meeting;
- (3) reading and disposal of any unapproved minutes;
- (4) reports of officers and committees;
- (5) election of officers;
- (6) unfinished business;
- (7) new business; and
- (8) adjournment.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. Powers and duties. All of the powers and duties of the Association existing under the Act, the Declaration, the Articles of Incorporation, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by apartment owners when such is specifically required. Compensation of employees of the Association shall be fixed by the directors. A director may be an employee of the Association, and a contract for management of the condominium may be entered into with a director.

SECTION 2. Authority of the Board of Directors. The Board of Directors, for the benefit of the Association and the owners, shall enforce the provisions hereof and shall acquire and shall pay for out of the common expense fund hereinafter provided for, the following:

(a) **Utilities.** Water, sewer, garbage collection, electrical, telephone and gas and other necessary utility service for the common area (and to the extent not separately metered or charged, for the apartments);

(b) **Hazard Insurance.** A policy or policies of fire insurance as the same are hereinafter more fully set out, with extended coverage endorsement, for the full insurable replacement value of the apartments and common areas, payable as hereinafter provided, or such other fire and casualty insurance as the Board of Directors shall determine gives substantially equal or greater protection to the owners, and their mortgagees, as their respective interests may appear, which said policy or policies shall provide for a separate loss payable endorsement in favor of the mortgagee or mortgagees of each apartment, if any. Such limits and coverage shall be reviewed at least annually by the Board of Directors and can be increased or modified in its discretion;

(c) **Liability Insurance.** A policy or policies as the same are hereinafter more fully set out, insuring the Board of Directors, the owners and manager and employees (if any) against any liability to the public or to the owners (of apartments and of the common area, and their invitees, or tenants), incident to the ownership and/or use of the condominium property, and including the personal liability exposure of the owners incident to their ownership and use of the common areas but excluding such liability for such owners arising from their ownership and occupancy of areas reserved for their exclusive use. Automobile liability coverage for both owned and non-owned automobiles shall be obtained in such amounts as the Board of Directors shall determine necessary. Limits of liability under such insurance shall not be less than Three Hundred Thousand Dollars (\$300,000.00) for any one person injured, for any one accident, and shall not be less than One Hundred Thousand Dollars (\$100,000.00) for property damage for each occurrence (such limits and coverage to be reviewed at least annually by the Board of Directors and increased in its discretion). Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsement wherein the rights of named insured under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured;

(d) **Workmen's compensation insurance** to the extent necessary to comply with any applicable laws;

(e) **Manager.** The services of a person or firm to manage its affairs (herein called "the Manager") to the extent deemed advisable by the Board of Directors as well as such other personnel as the Board of Directors shall determine shall be necessary or proper for the operation of the common area, whether such personnel are employed directly by the Board of Directors or are furnished by the Manager;

(f) Legal and accounting services necessary or proper in the operation of the common area or the enforcement of the provisions hereof and the Declaration;

(g) A blanket fidelity bond naming the Board of Directors, Manager, and such other persons as may be designated by the Board of Directors as principals and the owners as obligees, in such amount as the Board of Directors shall deem adequate to protect the interests of the owners;

(h) Painting, maintenance, repair and all landscaping of the common area, and such furnishing and equipment for the common area as the Board of Directors shall determine are necessary and proper, and the Board of Directors shall have the exclusive right and duty to acquire the same for the common area; provided, however, that the interior surfaces of each apartment shall be painted, maintained and repaired by the owners thereof, all such maintenance to be at the sole cost and expense of the particular owner;

(i) Any other materials, supplies, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Board of Directors is required to secure or pay for pursuant to the terms of the Declaration or by law or which in its opinion shall be necessary or proper for the operation of the common area or for the enforcement of the Declaration;

(j) Maintenance and repair of any apartment, if such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the common area or preserve the appearance and value of the project and the owner or owners of said apartment have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board of Directors to said owner or owners,

provided that the Board of Directors shall levy a special assessment against the apartment of such owner or owners for the cost of said maintenance or repair.

SECTION 3. Board of Directors' Powers, Exclusive. The Board of Directors shall have the exclusive right to contract for all goods, services and insurance, payment for which is to be made from the common expense fund.

SECTION 4. Delegation to Manager. The Board of Directors may delegate any of its duties, powers or functions, to any person or firm, to act as Manager of the project, provided that any such delegation shall be revocable upon notice by the Board of Directors. The members of the Board of Directors shall not be liable for any omission or improper exercise by the Manager of any such duty, power or function so delegated by written instrument executed by a majority of the Board of Directors.

ARTICLE VII

OFFICERS OF THE ASSOCIATION

SECTION 1. The executive officers of the Association shall be a president, who shall be a director, a vice president, who shall be a director, a treasurer, a secretary, and an assistant secretary, all of whom shall be elected annually by the Board of Directors and any or all of whom may be removed by vote of the directors at any meeting. Any person may hold two or more offices except that the president shall not also be the secretary or an assistant secretary. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association. Compensation of officers shall be fixed by the Board of Directors.

SECTION 2. The president shall be the chief executive officer of the Association. He shall have all of the powers and

duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

SECTION 3. The vice president shall in the absence or disability of the president exercise the powers and perform the duties of the president. He shall also generally assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors.

SECTION 4. The secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the president. The assistant secretary shall perform the duties of the secretary when the secretary is absent.

SECTION 5. The treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of treasurer. Such books and records shall be available for examination by the apartment owners at convenient hours of week days.

ARTICLE VIII
COMMON EXPENSES AND CHARGES

SECTION 1. Determination of common expenses and common charges. The Board of Directors shall for each calendar year prepare a budget for the condominium, determine the amount of the common charges payable by the apartment owners to meet the common expenses of the condominium and allocate and assess such common charges among the apartment owners equally except as hereinafter specified as to the Developer. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of ARTICLE VI and the fees and disbursements of the insurance trustee. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the condominium property, including, without limitation, an amount for working capital of the condominium, for a general operating reserve, for a reserve fund for replacements and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Association or its designee, corporate or otherwise, on behalf of all apartment owners, of any apartment whose owner has elected to sell or lease such apartment or of any apartment which is to be sold at a foreclosure or other judicial sale.

SECTION 2. Developer. The Developer will pay twenty-five percent (25%) of the common charges, taxes and other expenses allocable to any apartments completed and owned by the Developer but unoccupied, so long as the Developer shall continue to own the same. The Developer will pay common charges in full on any occupied apartment owned by it.

SECTION 3. Notice. Prior to December 1 of each year, the Board of Directors shall advise each owner in writing of the anticipated amount of common charges payable by such owner during the coming year and shall furnish copies of the budget on which such common charges are based to all apartment owners and to their mortgagees.

SECTION 4. Further Assessment. If such budget subsequently is determined by the Board of Directors to be inadequate, including nonpayment of an owner's assessment, the Board of Directors may at any time levy a further assessment, which shall be assessed against the owners in like proportion.

SECTION 5. Collection and Payment. The Board of Directors shall assess common charges against the apartment owners either monthly or from time to time as the Board of Directors may determine but in any case at least annually and shall take prompt action to collect any common charge due from an apartment owner which remains unpaid by him for more than thirty (30) days from the due date for its payment. All apartment owners shall be obligated to pay the common charges assessed by the Board of Directors pursuant to SECTIONS 1 and 4 of this ARTICLE VIII monthly, in advance or at such other time or times as the Board of Directors may determine.

SECTION 6. Default in payment of common charges. In the event of default by any apartment owner in paying to the Board of Directors the assessed common charges, such apartment owner shall be obligated to pay interest at the rate of ten percent (10%) per annum on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common charges. The Board of Directors shall have the right and duty to attempt to recover such common charges, together with interest thereon and the expenses of the proceeding, including attorneys' fees, in an action to recover the

same brought against such apartment owner, or by foreclosure of the lien on such apartment as provided in K.S.A. §58-3123(a).

SECTION 7. Foreclosure of liens for unpaid common charges. In any action brought by the Board of Directors to foreclose a lien on an apartment because of unpaid common charges, the apartment owner shall be required to pay a reasonable rental for the use of his apartment and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Board of Directors, acting on behalf of all apartment owners, shall have the power to bid in such apartment at the foreclosure sale and to acquire and hold, lease, mortgage, or convey the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

SECTION 8. Sale of Apartment. No apartment owner shall be liable for the payment of any part of the common charges assessed against his apartment subsequent to a sale, transfer or other conveyance, by him of such apartment made in accordance with ARTICLE V of the Declaration. A purchaser of an apartment in a voluntary conveyance shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor up to the time of the grant or conveyance, except that a mortgagee or other purchaser who obtains title to the apartment by foreclosure of the first mortgage shall not be liable for any assessments chargeable to such apartment prior to the acquisition of title to such apartment and such apartment shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

SECTION 9. Statement of common charges. The Board of Directors shall promptly provide a written statement of the unpaid charges due from an apartment owner to such apartment owner or to any grantee to whom such apartment is or has been conveyed, in each case upon written request for such a statement. Any grantee who makes such a request shall not be liable for, nor shall the

apartment conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth.

ARTICLE IX

INSURANCE

SECTION 1. Policies. The Board of Directors shall obtain and maintain at all times insurance of the type and kind and in at least the amounts provided hereinabove, and including insurance for such other risks, of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other condominium projects similar in construction, design and use which insurance shall be governed by the following provisions:

(a) All policies shall be written with a company licensed to do business in the State of Kansas and holding a rating of "AAA" or better by Best's Insurance Reports;

(b) Exclusive authority to adjust losses under policies hereafter in force in the project shall be vested in the Board of Directors or its authorized representative;

(c) In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder, be brought into contribution with insurance purchased by individual owners or their mortgagees;

(d) Each owner may obtain additional insurance at his own expense; provided, however, that no owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, in behalf of all of the owners, may realize under any insurance policy which the Board of Directors may have in force on the project at any particular time;

(e) Each owner shall be required to notify the Board of Directors of all improvements made by the owner to his apartment, the value of which is in excess of One Thousand Dollars (\$1,000.00);

(f) Any owner who obtains individual insurance policies covering any portion of the project other than personal property belonging to such owner, shall be required to file a copy of such individual policy or policies with the Board of Directors within thirty (30) days after purchase of such insurance;

(g) The Board of Directors shall be required to make every effort to secure insurance policies that will provide for the following:

(1) A waiver of subrogation by the insurer as to any claims against the Board of Directors, the Manager, the owners and their respective servants, agents, and guests;

(2) That the master policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any one or more individual owners without a prior demand in writing that the Board of Directors or manager cure the defect.

(3) That the master policy on the project cannot be cancelled, invalidated or suspended on account of the conduct of any officer or employee of the Board of Directors or Manager without a prior demand in writing that the Board of Directors or Manager cure the defect;

(4) That any "no other insurance" clause in the master policy exclude individual owners' policies from consideration;

(h) The annual insurance review which the Board of Directors is required to conduct as provided in SECTION 2 ARTICLE VI above shall include an appraisal of the improvements in the project by a representative of the insurance carrier writing the master policy.

SECTION 2. Insurance Trustee.

(a) All insurance policies purchased by and in the name of the Board of Directors of the Association shall provide that proceeds covering property losses shall be paid to the Board of Directors of the Association, as Insurance Trustee.

(b) The duty of the Insurance Trustee shall be to receive such proceeds as are paid and delivered to it and to hold such proceeds in trust for the benefit of the owners and their mortgagees in the following shares, but which shares need not be set forth in the records of the Insurance Trustee. An undivided share of such proceeds on account of damage or destruction to the common areas and facilities shall be held in trust for the owners in accordance with their respective percentages of undivided interest in and to the common areas and facilities. Proceeds on account of damage or destruction to apartments shall be held in trust for the owners of the damaged or destroyed apartments in proportion to the cost of repairing or reconstructing the damage or destruction suffered by each such owner. In the event that a mortgagee endorsement has been issued as to any particular apartment, the share of such apartment owner shall be held in trust for such owner and his mortgagee as their interests may appear.

(c) Proceeds of insurance policies received by the Insurance Trustee shall be disbursed as follows:

(1) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, such portion

thereof as may be required for such purpose shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying the cost of repairs or reconstruction shall be disbursed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(2) If the damage or destruction is not to be repaired or reconstructed, the disbursements shall be made by the Insurance Trustee in accordance with the terms of SECTION 3 of this ARTICLE IX.

(3) The Board of Directors of the Association as Insurance Trustee shall determine whether the damage or destruction was to the common areas and facilities or one or more apartment or both.

If the damage or destruction is to the common areas and facilities and is to be repaired or reconstructed, the mortgagee known by the Insurance Trustee to have the largest interest in or lien upon such common areas and facilities may direct that disbursements be made by the Insurance Trustee to those persons and in such amounts as may be specified therein or, in the alternative, it may authorize the Insurance Trustee to make disbursements upon and pursuant to such written authorizations as may be submitted to it by an architect or other person named therein as having been employed by the Association to supervise such repairs or reconstruction.

If the damage or destruction is to one or more apartments and is to be repaired or reconstructed, the mortgagee or mortgagees, if any, known by the Insurance Trustee to have an interest in or lien upon such Apartment or Apartments may direct that disbursements be made by the

Insurance Trustee to those persons and in such amounts as may be specified therein or, in the alternative, it may authorize the Insurance Trustee to make disbursements upon and pursuant to such written authorizations as may be submitted to it by an architect or other person named therein as having been employed by the Association to supervise such repairs or reconstruction.

SECTION 3. Damage and Destruction.

- (a) Immediately after the damage or destruction by fire or other casualty to all or any part of the property covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the same condition in which it existed prior to the fire or other casualty with each apartment and the common areas and facilities having the same vertical and horizontal boundaries as before.
- (b) Such damage or destruction shall be repaired or reconstructed if at least seventy-five percent (75%) of the total vote of the Association shall decide within 120 days after the casualty, to repair or reconstruct. No mortgagee shall have any right to participate in the determination as to whether the damage or destruction shall be repaired or reconstructed.
- (c) In the event that it should be determined by the Association in the manner prescribed above that the damage or destruction shall not be repaired or reconstructed, then and in that event (1) the property shall be deemed to be owned in common by the apartment owners, (2) the undivided interest

in the property owned in common which shall appertain to each apartment owner shall be the proportion that the value placed on his apartment by the Board of Directors for insurance premium assessment purposes bears to the value so placed on all apartments for such purposes, (3) any liens affecting any of the apartments shall be deemed to be transferred in accordance with the existing priorities to the percentage of undivided interest of the apartment owner in the property, and (4) the property shall be subject to an action for partition at the suit of any apartment owner, in which event the net proceeds of sale shall be paid to the Insurance Trustee. Said net proceeds of sale, together with the net proceeds of the insurance on the property, shall be considered as one fund which shall be divided among all of the apartment owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective share of the apartment owners, to the extent sufficient for the purpose, all liens of the undivided interest in the property owned by each apartment owner. Disbursements to such owners shall be made as provided for in SECTION 2 of this ARTICLE IX.

SECTION 4. Repair and Reconstruction.

(a) If the damage or destruction for which the insurance proceeds are paid to the Insurance Trustee is to be repaired or reconstructed and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without a vote of the members, levy a special assessment against all owners of the damaged apartments, and against all owners in the case of damage to the common areas and facilities, in sufficient amounts to provide funds to pay such excess cost of repair or reconstruction. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction. Such assessments against apartment owners for damage to apartments shall be

in proportion to the cost of repair and reconstruction of their respective apartments. Such assessments on account of damage to the common areas and facilities shall be in proportion to the owner's share in the common areas and facilities.

(b) Any and all sums paid to the Association under and by virtue of those special assessments provided for above to defray the estimated excess cost of repair or reconstruction shall be deposited by the Association with the Insurance Trustee. The proceeds from insurance and assessments, if any, received by the Insurance Trustee, when the damage or destruction is to be repaired or reconstructed, shall be disbursed as provided for in SECTION 2 of this ARTICLE IX.

SECTION 5. Minor Repairs.

(a) Notwithstanding the foregoing provisions of this ARTICLE IX, in the event of damage by fire or other casualty to either the common areas and facilities or a single apartment covered by insurance written in the name of the Association and if the insurance proceeds initially offered or paid therefor are less than Five Thousand Dollars (\$5,000.00) and the estimated cost of repairing such damage is less than twice the amount of such proceeds, then the damage shall be repaired in accordance with the following provisions.

(b) If the damage is confined to the common areas and facilities, such insurance proceeds shall be used by the Association to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be retained by the Association or its duly authorized agent and placed in the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the common areas and facilities. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess may be

provided, either by means of a special assessment levied by the Board of Directors, without a vote of the members, against all owners in proportion to each owner's share in the common areas and facilities or by means of an appropriation from the reserve maintenance fund or such other fund as may be established for the purpose of providing for the maintenance, repair and replacement of the common areas and facilities as the Board of Directors in the exercise of its sole discretion may determine.

(c) If the damage is confined to a single apartment, such insurance proceeds shall be used by the Association to defray the cost of such repairs. If the cost of such repairs is less than the amount of such insurance proceeds, the excess shall be paid jointly to the owner and his mortgagee, if any, who may use such proceeds as they alone may determine. If the cost of such repairs exceeds the amount of such insurance proceeds, such excess shall be provided by means of a special assessment levied by the Board of Directors, without a vote of the members, against the owner of the damaged apartment. Payments for repairs provided for in this subparagraph (c) shall be made only after all such repairs have been completed and approved by the Association, the owner and his mortgagee, if any, which approval shall not be unreasonably withheld.

ARTICLE X

MORTGAGEES

SECTION 1. Mortgagees.

(a) Unless waived in writing, the holder of the first mortgage of record on any apartment shall be entitled to written notification from the Association of any change in the condominium documents and any change of Manager of the condominium which notice shall be given thirty (30) days prior to the effective date of such change.

(b) The holder of the first mortgage of record on any apartment shall be given written notification from the Association of any default by a mortgagor-owner in the performance of such mortgagor-owner's obligations under the condominium documents which have not been cured within thirty (30) days.

(c) Unless all holders of first mortgage liens on individual apartments have given their prior written approval, the Association shall not:

(1) fail to employ a professional Manager for the condominium project;

(2) change the prorata interest or obligations of any apartment for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project;

(3) partition or subdivide any apartment or the common elements of the project; or

(4) by act or omission seek to abandon the condominium status of the project, except as provided by statute and the condominium documents in case of substantial loss to the apartments and common elements of the project.

(d) An owner who mortgages his apartment shall notify the Board of Directors in writing of the name and address of such mortgagee and the Board shall maintain such information in the files of the Association.

ARTICLE XI

MAINTENANCE

SECTION 1. Owner's Obligation to Repair. Except for those portions which the Board of Directors is required to maintain and repair hereunder (if any), each owner shall at the owner's expense keep the interior of his apartment and its equipment and appurtenances in good order, condition and repair in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his apartment. In addition to decorating and keeping the interior of the apartment in good repair, the owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, refrigerators, air conditioning equipment, dishwashers, disposals or ranges that may be in, or connect with the apartment. All terraces, balconies and driveways shall be kept in a clean and neat condition.

SECTION 2. Liability. An apartment owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of an apartment or its appurtenances. In any proceeding arising because of an alleged default by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

SECTION 3. Liens. The owner shall promptly discharge any lien which may hereafter be filed against his condominium and shall otherwise abide by the provisions of K.S.A. §56-3109.

SECTION 4. Failure to Maintain. Upon the failure of the Association to maintain any part of the open space within the condominium development, the City of Wichita shall cause notice to be served on the Association of its failure to perform, setting out the manner in which it has failed to perform, and granting it ten (10) days within which to perform all of the items listed in the notice so delivered. After said ten (10) days the City may proceed upon the property to perform the work described in said notice of deficiency, and cost of such work performed by the City may be assessed against the property in the same manner as provided by law for such assessment and said assessment may be established as a lien upon the land. Should the Association, upon receipt of said notice, take exception to any deficiencies listed therein, the Association may within the ten (10) day period appeal the contents of said notice to the Board of City Commissioners for a hearing thereon, and until said appeal is heard and determined the matter shall be stayed.

ARTICLE XII

GENERAL PROVISIONS

SECTION 1. Failure of Board of Directors to Insist Strict Performance No Waiver. The failure of the Board of Directors or Manager to insist in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of the Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment for the future, of such term, covenant, condition or restriction but such term, covenant, condition or restrictions shall remain in full force and effect. The receipt by the Board of Directors or Manager of any assessment from an owner, with knowledge of the breach of any covenant hereof shall not be deemed as a waiver of such breach, and no waiver by the Board of Directors or Manager of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board of Directors or Manager.

SECTION 2. Limitation of Board of Directors Liability.

The Board of Directors shall not be liable for any failure of water supply or other service to be obtained and paid for by the Board of Directors hereunder, or for injury or damage to person or property caused by the elements or by another owner or person in the project or resulting from electricity, water, rain, dust or sand which may leak or flow from outside or from any parts of the buildings, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place unless caused by gross negligence of the Board of Directors. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the common area or from any action taken to comply with any law, ordinance or orders of a governmental authority.

SECTION 3. Indemnification of Board of Directors

Members. Each member of the Board of Directors shall be indemnified by the owners against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a member of the Board of Directors, or any settlement thereof, whether or not he is a member of the Board of Directors at the time such expenses are incurred, except in such cases wherein the member of the Board of Directors is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Board of Directors.

SECTION 4. Audit. Any owner may at any time at his own expense cause an audit or inspection to be made of the books and records of the Board of Directors. The Board of Directors at the expense of the common expenses, shall obtain an audit of all books and records pertaining to the project at no greater than annual intervals and furnish copies thereof to the owners.

SECTION 5. Amendments. These By-Laws may be amended at any time from time to time hereafter by a certificate signed and acknowledged by record apartment owners holding seventy-five percent (75%) of the total authorized vote hereunder or a certificate to such effect signed and acknowledged for the Association by its president or vice president and attested by the secretary or assistant secretary, with any such amendment to become effective when it is duly recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

The foregoing were adopted as the By-Laws of the Rolling Hills Country Club Estates Homeowners Association, a corporation not for profit under the laws of the State of Kansas, by the Incorporator on

C. H. Pate, Sr.
Incorporator

GEORGE B. POWERS
JOHN F. EBERHARDT
STUART R. CARTER
ROBERT C. FOULSTON
MALCOLM MILLER
ROBERT N. PARTRIDGE
ROBERT H. SIEPKIN
RICHARD C. HARRIS
GERALD SAWATSKY
DONALD L. GORDES
ROBERT L. HOWARD
CHARLES J. WOODIN
MUEL L. STOUT
BENJAMIN G. LANGEL
JERRY G. ELLIOTT
WILLIAM H. DYE
PHILIP S. FRICK
JOHN E. FOULSTON
STANLEY G. ANDEEL
FREDERICK H. HAAS
RICHARD D. ENY
DAVID G. CROCKETT
DARRELL L. WARTA
RODNEY R. HATTER

LAW OFFICES
FOULSTON, SIEFKIN, POWERS & EBERHARDT
SUITE 600 FOURTH NATIONAL BANK BUILDING
WICHITA, KANSAS 67202
TELEPHONE 267-6371, AC 316

ROBERT C. FOULSTON (1889-1947)
GEORGE SIEPKIN (1898-1954)
PAUL H. WHITE
OF COUNSEL

September 28, 1972

Mr. Curt Newby
Metropolitan Area Planning
Commission
City Annex Building
Wichita, Kansas 67202

RE: Pate Construction Company

Dear Curt:

I enclose herewith a copy of preliminary drafts of the Declaration of Condominium and the By-Laws of the Homeowners Association for the Rolling Hills Country Club condominium project. These are only in rough form at this time and a number of the paragraphs will be expanded later. I thought, however, that I would send a copy to you in this form so that you could look them over to see whether you have any specific comments or requirements which would result in a change we should incorporate in the next draft.

I will be out of the city until about the 18th of October and if I could have your comments around that time, it would be appreciated. Thank you very much for your help.

Yours very truly,


Philip S. Frick

of FOULSTON, SIEFKIN, POWERS & EBERHARDT

PSF:jak
Encl.



June 3, 1974

Ralph C. Eberly, City Clerk

Curtis L. Newby, Junior Planner

S/D 72-55 - Rolling Hills Country Club Estates
Second Addition - Irrevocable letter of credit
guarantee.

In a memo to you from Jack Galbraith of our office on May 21, 1974, you were advised that the letter of credit in the amount of \$28,000 guaranteeing extension of sanitary sewer could be released at request.

We have been contacted by the Fourth National Bank asking that the letter of credit be returned to them. I would appreciate your returning the letter of credit to: Paul Stephenson, Fourth National Bank, P. O. Box 1090, 67201.

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

CLN:rme

May 21, 1974

Ralph C. Eberly, City Clerk

Jack H. Galbraith, Chief Planner

S/D 72-55 - Rolling Hills Country Club Estates
Second Addition - Irrevocable Letter of Credit
guarantee for sanitary sewer service.

The above referred to plat was approved by the Board of City Commissioners on November 10, 1972. One of the conditions of the plat approval was that the applicant guarantee the extension of sanitary sewer to serve subject property. The applicant, Pate Construction Company, Inc., submitted an irrevocable letter of credit in the amount of \$28,000 from the Fourth National Bank and Trust Company (Credit No. 350) guaranteeing the installation of sanitary sewer to serve the plat.

The Engineering Division of the Department of Public Works has advised our office that the sewer lines have been installed in accordance with City specifications, inspected and approved. Therefore the letter of credit in the amount of \$28,000 being held by your office may now be released at request from the applicant. It is our understanding that release of the letter of credit requires no formal action by the Board of City Commissioners. If you have any questions concerning this matter, please call.

JHG:CLN:rme

cc: Pate Construction Co., Inc.
4121 Maple, 67209

Fourth National Bank & Trust Company
200 East Douglas, 67202

April 17, 1973

Ralph C. Eberly, City Clerk

Jack H. Galbraith, Chief Planner

S/D 72-55 - Rolling Hills Country Club Estates
Second Addition, irrevocable letter of credit
for water service to serve plat.

The above referred to plat was approved by the Metropolitan Area Planning Commission on July 27, 1972, and by the Board of City Commissioners on October 31, 1972. One of the conditions of the plat approval was that the applicant guarantee the installation of City water service to serve the plat. An irrevocable letter of credit from the Fourth National Bank and Trust Company was submitted in the amount of \$35,000 for the account of Pate Construction Company, Inc., guaranteeing the water service would be installed on or before July 27, 1974.

The City Water Department has now advised our office that the Pate Construction Company has entered into a main extension contract with said department, and therefore, the irrevocable letter of credit may now be released.

Your office is holding said letter of credit #350, in the amount of \$35,000 and said instrument may be released at the request of the applicant.

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

JHG:rme

cc: C. H. Pate, Sr.
4121 Maple, 67209

Fourth National Bank & Trust Company
200 East Douglas, 67202

THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE April 11, 1973



ON SAFETY
PHASE II

TO Jack Galbraith, Chief Planner
FROM Bill H. Otten, Design & Planning Supt.

SUBJECT Rolling Hills Country Club
Estates Second Addition

The Pate Construction Co., Inc. has entered into a main extension contract with the Water Department for water service to this plat. Therefore, our requirements for water service to this area have been fulfilled and the Irrevocable Letter of Credit may now be released.

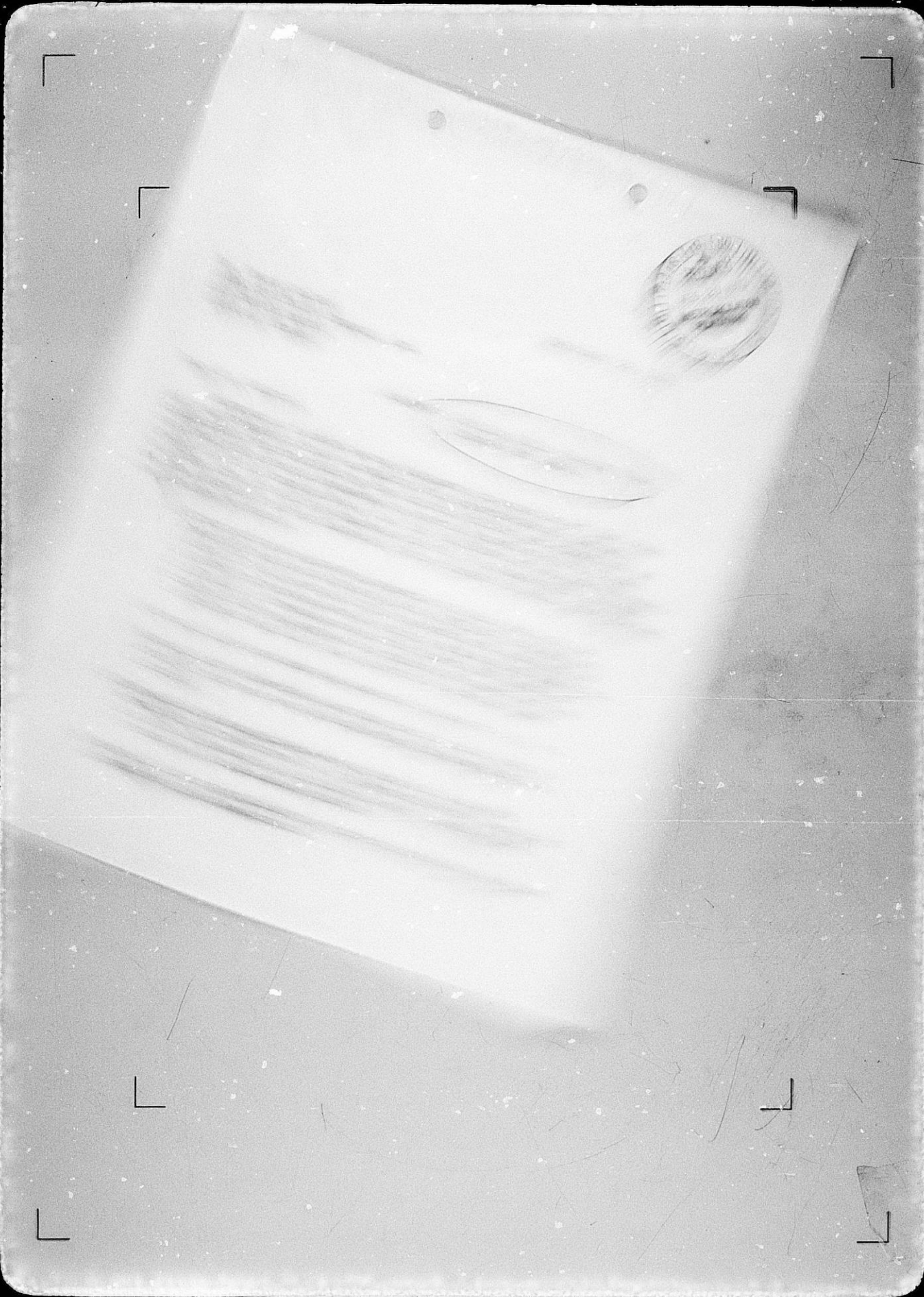
Bill H. Otten

Bill H. Otten
Design & Planning Supt.

BHO:ab

cc: John D. Wynkoop, Operation Chief Engineer







February 22, 1973

Mr. Frank Malone
Fidelity Title Company, Inc.
221 North Market
Wichita, Kansas

Subject: Rolling Hills Country Club
Estates 2nd Addn.

Dear Mr. Malone:

Reference is made to our telephone conversation of last week and your request that we confirm that conversation by letter. Conditions for controlling the minimum building pad elevations on the final plat were discussed on several occasions by Mr. Carmen Fate, Sr., Mr. Carmen Fate, Jr., Mr. Wm. Korber of Baughman Company, Mr. Dick Linn, the City Engineer and me. On January 18th, we all met and agreed to the following future changes in Maize Road grading and drainage system:

- 1) Future curb and gutter pavement of Maize Road will be graded from end of bridge (elev. 1323.9±) to high spot (elev. 1324.8) about 1100 feet south with a sag at end of Fate's private street having a minimum curb elevation of 1322.5. Present cross road culvert 820' south of bridge will be plugged and drainage from east and west of Maize Road will be piped north to Cowskin Creek.
- 2) Fate will give drainage easement on Reserves B, C & D.
- 3) Fate will set culvert at north end of private road to carry 20 acres west of Maize Road plus area from Lots 1 thru 5.
- 4) Fate will obtain right-of-way from Golf Course for regrading ditch from Lot 1 to Cowskin Creek. Section of ditch will feature 3:1 minimum slope on roadway side, 8' bottom, 4:1 minimum backslope.
- 5) Fate will riprap spillway to protect creek bank per plan approved by Flood Control.

Frank Malone

-2-

February 22, 1973

Based on the agreement to make the changes described above, we recommended that the north three (3) lots of the addition could be built with minimum pad elevations reduced from mean sea level 1325 to 1324 without endangering the integrity of the structures and the flood plain clearance of 3 ft. Subsequently, we were advised that such a change would have to be accomplished by re-platting the subdivision, or a part of it, and that the Pate Company desired to proceed with foundation work based on the revised minimum pad elevations as weather permits.

I have discussed this matter with the Director of Metropolitan Area Planning Department and it is my opinion that the Planning Commission and governing bodies will approve a re-plat with the revised elevations, therefore, I see no reason to defer the foundation work.

If further information or discussion is desired, please advise.

Yours truly,

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

MSM/gln

cc: G. H. Wilton, Supt. of Public Works Maint.
Robert Lakin, MAFD
Dick Linn, City Engineer
Wm. Korber, Baughman Co.
Mr. Carmen Pate, Sr.
Holling Hills Country Club Estates 2nd Addn. Plat File

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 72-55 Name Rolling Hills Country Club Estates 2nd Add.
Application Filed: 6-5-72 Sketch Filed: None submitted
Preliminary Plat Filed: 6-5-72 Approved by S/D: 6-15-72
Final Plat Filed: 7-10-72 Approved by S/D: 7-20-72
Approved by Metropolitan Area Planning Commission: 7-27-72

DESCRIPTION

General Location: On the east side of Maize Road between Maple and Central.

Surveyor or Engineer: K. O. Taylor
Owner: Carmen Pate, Sr.
Address: 4121 Maple

- | | |
|------------------------------------------|----------------------------------------|
| 1. Gross Acreage of Plat <u>6.8</u> | 5. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>50</u> R/W <u>1400</u> ft. |
| Residential <u>12</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>12</u> | TOTAL <u>1400</u> ft. |
| 3. Minimum Lot Frontage: <u>74</u> ft. | 6. Existing Zoning: <u>R & R-1</u> |
| 4. Minimum Lot Area <u>22,300</u> sq.ft. | |

Irrevocable letters have been submitted guaranteeing the extension of sanitary sewer and City water to serve subject property.

planning Commission Recommendation:
That the plat be approved subject to:

- A. The applicant submitting to the Planning Department an executed and recorded copy of a Homes Association agreement which includes provisions for improvement of the private drive, parking areas, and open space areas and the continued maintenance thereof.
- B. Recording within 30 days after approval by the Board of City Commissioners.

Kamen moved, Blakey seconded and it carried unanimously.
Note: Associated county cases SCZ-0288, "R" & "R-1" to "AA" and C. U. 140, conditional use permit to build condominiums were approved by the Board of County Commissioners on July 5, 1972, subject to platting.

ACTION: Receive and file the Irrevocable letters of Credit and approve the plat as approved by the Metropolitan Area Planning Commission and instruct the Planning Department to withhold the plat tracing from release for recording until such time as the Homes Association Agreement has been submitted and authorize the Mayor to sign.

Lawyers Title Insurance Corporation
A Stock Company
Home Office ~ Richmond, Virginia
INTERIM TITLE INSURANCE BINDER

TO **PATE CONSTRUCTION COMPANY, INC.**

Case No. **GTCO 10597**

No. **B834801**

LAWYERS TITLE INSURANCE CORPORATION, herein called the Company, hereby insures:
That the title to the land described in Schedule A hereof, was on **September 14,** 1972
at **7:00 o'clock A.** M., vested in fee simple in

ROLLING HILLS COUNTRY CLUB, INC.

subject only to the defects, objections, liens and encumbrances, as shown in Schedule B hereof.

That upon compliance with and/or satisfaction of the requirements set forth under Section 1 of Schedule B of this Binder, and upon payment of its premium for title insurance, this Company will issue to you, as the insured, its policy of title insurance, on the usual form, in the sum of \$ **100,000.00**, showing under Schedule B thereof only such exceptions as appear in Section 2, of Schedule B of this Binder and such liens, encumbrances or objections attaching to the title subsequent to the date hereof and prior to the issuance of the policy which are not satisfied and/or removed.

This Binder is delivered and accepted upon the understanding that you have no personal knowledge or intimation of any defect, objection, lien or encumbrance affecting said premises other than those shown under Schedule B hereof, and your failure to disclose any such personal information shall render this Binder and any policy issued based thereon, null and void as to such defect, objection, lien or encumbrance.

Nothing herein contained shall be construed as a guarantee against the consequences of the exercise and enforcement or attempted enforcement of governmental "police power" over the property described herein.

This Company shall be liable under this Interim Title Insurance Binder only for actual loss or damage incurred by reliance upon the insuring provisions hereof.

This Interim Title Insurance Binder is subject to the terms, provisions and Conditions and Stipulations of the form of policy applied for.

This Binder is preliminary to the issuance of the policy of title insurance and shall become null and void, unless policy is issued, and the premium therefor paid, within six (6) months from the date hereof, and shall not be binding until it shall have been countersigned by an authorized Officer or Agent of the Company.

IN WITNESS WHEREOF the Company has caused this binder to be executed pursuant to its by-laws at **Wichita, Kansas** on **September 15,** 1972.

Countersigned:

GUARANTEE TITLE CO., INC.

Tony H. Squadlin
Authorized Officer or Agent

Lawyers Title Insurance Corporation

George V. Scott
President

Clifford B. Steet
Secretary

Schedule A

Legal description of the land referred to in this Binder.

The North 1400 feet of the South 2020.5 feet of the West 210 feet of the Southwest Quarter (SW/4) of Section 20, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas.

IRREVOCABLE LETTER OF CREDIT
THE FOURTH NATIONAL BANK AND
TRUST COMPANY, WICHITA
(Name of bank)

Date: October 10, 1972

THE CITY OF WICHITA
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 22,000.00 for the account of Fate Construction Company, Inc.

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before July 27, 1974
(Insert date two years from MAPC approval of plat)

1. Guarantee installation of sewer
- 2.
- 3.

in Rolling Hills Country Club Estates Second Addition, a subdivision of the City of Wichita, Kansas.

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

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

All drafts drawn hereunder must be marked: "Drawn under The Fourth National Bank & Trust Co., Wichita, Credit No. 350, dated October 10, 1972
(Name of bank)

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

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

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before October 27, 1974

Very truly yours,
THE FOURTH NATIONAL BANK
AND TRUST COMPANY, WICHITA
(Name of bank)

(CORPORATE SEAL)

By: [Signature]
(Authorized signature)

IRREVOCABLE LETTER OF CREDIT
THE FOURTH NATIONAL BANK
AND TRUST COMPANY, WICHITA
(Name of Bank)

Date: October 10, 1972

THE CITY OF WICHITA
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 35,000.00 for the account of Fate Construction Company, Inc.

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before July 27, 1974
(Insert date two years from MAPC approval of plat)

1. Guarantee installation of water
- 2.
- 3.

in Rolling Hills Country Club Estates Second Addition, a subdivision of the City of Wichita, Kansas.

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

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

All drafts drawn hereunder must be marked: "Drawn under The Fourth National Bank & Trust Co., Wichita Credit No. 350, dated October 10, 1972
(Name of bank)

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

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

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before October 27, 1974.

Very truly yours,
THE FOURTH NATIONAL BANK
AND TRUST COMPANY, WICHITA
(Name of Bank)

(CORPORATE SEAL)

By: [Signature]
(Authorized signature)

THE CITY OF WICHITA

OFFICE OF Director of Public Works

DATE August 1, 1972



ON SAFETY
PHASE II

TO John Gist, Principal Planner
FROM R. W. Bruggeman, Director of Public Works

SUBJECT Sub-Division 72-55, Rolling Hills
Country Club Estates, Second Addition

Mr. C. H. Pate, Sr., President of Pate Construction Company, Inc., has agreed that he will not start construction on lots 4 and 5, Rolling Hills Country Club Estates, Second Addition, until adequate drainage has been installed as required and approved by the Engineering Division of the Department of Public Works.

This is considered an adequate guarantee.

A handwritten signature in cursive script that reads "RWB Bruggeman".

R. W. Bruggeman
Director of Public Works

RWB:gg

cc: R. W. Linn, City Engineer
Robert B. Feldner, Supt. of Central Inspection



July 28, 1972

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

Re: S/D 72-55 - Final Plat of
ROLLING HILLS COUNTRY CLUB
ESTATES SECOND ADDITION

Dear Mr. Taylor:

At the regular meeting of the Metropolitan Area Planning Commission on July 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 Subdivision Committee, subject to the conditions stated in our letter of July 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:

- OK* Compliance with the requirements of the Metropolitan Area Planning Commission.
- OK* Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- OK* Certification by an attorney that fee title is vested in the platator.
- OK* 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: C. H. Pate, Sr.
4121 Maple 67209

July 21, 1972

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

Subject: S/D 72-55 - Final Plat of
ROLLING HILLS COUNTRY CLUB ESTATES
SECOND ADDITION

Dear Mr. Taylor:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, July 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 dimension of 41.45 feet across a portion of the front lot line of Lot 10 appears to be in error. This shall be checked by the applicant's engineer for what appears should read 57.43 feet.
- OK* Labeling the section line road on the face of the plat as "Maize Road."
- OK* The applicant's engineer shall contact M. S. Mitchell of the Maintenance-Flood Control Office relative to amending the wording of minimum building pad elevation requirements. The proper wording and correct elevation shall be indicated on the face of the plat and within the plat's text.
- OK* Reserves A thru E shall also be indicated within the plat's text as being for utility easement purposes.
- E. The drainage easement centered between Lots 4 and 5 shall be increased to 20 feet in width.

- OK* The applicant shall submit to the Planning Department a copy of a Homes Association Agreement which shall include provisions for the improvement of the private drive and parking areas and the continued maintenance thereof, maintenance of the common open space areas, installation and maintenance of sidewalks, etc.
- OK* *letters of credit - sewer \$29,000, water \$35,000,*
The applicant shall install or guarantee the installation of City of Wichita sanitary sewer and water to serve subject property.
- OK* *see memo from Bruggeman dated 8-1-72*
The applicant shall contact the Engineering Division of the Department of Public Works and make satisfactory arrangements and guarantee for the installation of a drainage structure within the easement between Lots 4 and 5, all in accordance to the specifications of the City Engineer.
- OK* The applicant shall petition the City of Wichita requesting annexation of subject property, and shall furnish a like request across and from the property adjacent on the north to the existing City limits.
- J* The installation of both telephone and electric service shall be underground. *do not forward to BCC until plat recorded, County, & C.U. files. permits from County*
- X* Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

Very truly yours,

John D. Gist
Principal Planner

JDG:rme

Enclosure

cc: C. H. Pate, Sr., 4121 Maple, 67209

after applicant obtains County permits & property is then annexed, THEN MAPD will initiate City zone case

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 72-55 Name ROLLING HILLS COUNTRY CLUB ESTATES SECOND ADDITION
Date Application Rec'd. 6-5-72 Preliminary Approval 6-15-72
Scheduled S/D Meeting 7-20-72

DESCRIPTION

General Location On the east side of Maize Road between Maple and
Central
Owner C. H. Pate, Sr.
Surveyor/Engineer K. O. Taylor
Address 1542 South St. Francis Phone 264-4072

- | | |
|-----------------------------------------------------------------------------|--------------------------------------------|
| 1. Gross Acreage of Plat <u>6.8</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>50</u> R/W <u>1400</u> ft. |
| Residential <u>12</u> | b. <u> </u> R/W <u> </u> ft. |
| Commercial <u> </u> | c. <u> </u> R/W <u> </u> ft. |
| Industrial <u> </u> | d. <u> </u> R/W <u> </u> ft. |
| Other <u> </u> | e. <u> </u> R/W <u> </u> ft. |
| Total Number of Lots <u>12</u> | TOTAL <u>1400</u> ft. |
| 3. Minimum Lot Frontage <u>74</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>22,300</u> sq. ft. | streets? <u>yes</u> <u>X</u> no |
| 5. Existing Zoning <u>R & R-1</u> | |
| 6. Proposed Zoning <u>AA</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) <u>No</u> (Yes-No) | |
| 12. City of Wichita <u> </u> : Three-Mile Area <u>X</u> | |

STAFF COMMENTS:

- A. The associated cases, SCZ-0288 "R" & "R-1" to "AA" and CU-140, have been approved by the Board of County Commissioners subject to platting.
- B. The elevation of the minimum building pad shall be completed on the face of the plat drawing, and reference to same shall be indicated within the plat's text.
- C. The applicant shall submit to the Planning Department a copy of a Homes Association Agreement which shall include provisions for the improvement of the private drive and parking areas and the continued maintenance thereof, maintenance of the common open space areas, installation and maintenance of sidewalks, etc.
shall
- D. The applicant/install or guarantee the installation of City of Wichita sanitary sewer and water to serve subject property.
- E. The applicant and his engineer shall contact M. S. Mitchell of the Maintenance-Flood Control Office, and the County Engineer, relative to the handling of the existing swale and drainage crossing the plat in the vicinity of Lot 4.
- F. The applicant shall petition the City of Wichita requesting annexation of subject property, and shall furnish a like request across and from the property adjacent on the north to the existing City limits.
- G. The installation of both telephone and electric service shall be underground.
- H. 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.
- I. Recording of the plat within 30 days after approval by the Board of City Commissioners.

June 19, 1972

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

Subject: S/D 72-55 - Preliminary
Plat of ROLLING HILLS COUNTRY CLUB
ESTATES SECOND.

Dear Mr. Taylor:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, June 15, 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 approval of the plat is subject to the approval of the associated county cases, SCZ-0288, "R" & "R-1" to "AA" and CU-140, Conditional Use permit to build condominiums.
- OK B. The private drives and parking areas indicated on the development sketch shall be indicated as reserves on the final plat. The appropriate language shall also be included within the plat text indicating said reserve are for private drives, access, parking and common open space and that the responsibility for improvement and maintenance of same are that of the owners within the addition.
- OK C. Prior to the preparation of the final plat, it is recommended that the applicant's engineer contact the Planning Department relative to the indication of lots, reserves, etc. on the final drawing.
- ✓ D. The applicant shall submit to the Planning Department a copy of a Home Association Agreement which shall include provisions for the improvement of the private drive and parking areas and the continued maintenance thereof, maintenance of the common open space areas, installation and maintenance of sidewalks, etc.
- ✓ E. The applicant install or guarantee the installation of City of Wichita sanitary sewer and water to serve subject property.

Page 2 - Preliminary Plat of ROLLING HILLS
COUNTRY CLUB ESTATES SECOND
June 19, 1972

- OK* ✓ Indicating a 20-foot utility easement along the south side of Lot 12 and the east side of Lots 1-12; and, a 10-foot utility easement along the north side of Lot 1.
- OK* ✓ Indicating the reserve for the private drive so as to cross the southern portion of Lot 12 to allow future access to the property to the east.
- ✓ H. Indicating a minimum building pad elevation of 1325., both on the face of the plat and within the plat's text.
- ✓ I. The applicant and his engineer shall contact M. S. Mitchell of the Maintenance-Flood Control Office, and the County Engineer, relative to the handling of the existing swale and drainage crossing the plat in the vicinity of Lot 4.
- ✓ J. The applicant shall petition the City of Wichita requesting annexation of subject property, and shall furnish a like request across and from the property adjacent on the north to the existing City limits.
- ✓ K. The installation of both telephone and electric service shall be 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. 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: C. H. Pate, Sr., 4121 Maple, 67209

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 72-55 Name ROLLING HILLS COUNTRY CLUB ESTATES SECOND
Date Application Rec'd. 6-5-72 Preliminary Approval
Scheduled S/D Meeting 6-15-72

DESCRIPTION

General Location On the east side of Maize Road between Maple and
Central

Owner C. H. Pate, Sr.
Surveyor/Engineer K. O. Taylor
Address 1542 South St. Francis Phone 264-4072

- | | | | |
|---------------------------------------------------|---------------------------------------------------|-------------------------------------------------------------------|--|
| 1. Gross Acreage of Plat | <u>6.8</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>50</u> R/W <u>1400</u> ft. | |
| Residential | <u>12</u> | b. <u> </u> R/W <u> </u> ft. | |
| Commercial | <u> </u> | c. <u> </u> R/W <u> </u> ft. | |
| Industrial | <u> </u> | d. <u> </u> R/W <u> </u> ft. | |
| Other | <u> </u> | e. <u> </u> R/W <u> </u> ft. | |
| Total Number of Lots | <u>12</u> | TOTAL <u> </u> <u>1400</u> ft. | |
| 3. Minimum Lot Frontage | <u>74</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>22,300 sq.</u> ft. | streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> | |
| 5. Existing Zoning | <u>R & R-1</u> | | |
| 6. Proposed Zoning | <u>AA</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>City of Wichita</u> | | |
| 11. Health Department Approval (where applicable) | <u>No</u> (Yes-No) | | |
| 12. City of Wichita | <u> </u> : Three-Mile Area <u>X</u> | | |

STAFF COMMENTS:

- A. The approval of the plat is subject to the approval of the associated county cases, SCZ-0288, "R" & "R-1" to "AA" and CU-140, Conditional Use permit to build condominiums.
- B. The applicant is proposing to develop subject property with condominiums on 12 lots with access being provided to each by a private drive.
- C. The east-west private drive adjacent to the north line of subject property indicated on the applicant's accompanying development sketch, is located on property other than that which is included within the plat. It is recommended that the two (2) proposed points of access between the private drive and Maize Road be located within the limits of that being platted.
- D. The private drives and parking areas indicated on the development sketch shall be indicated as reserves on the final plat. The appropriate language shall also be included within the plat text indicating said reserves are for private drives, access, parking and common open space and that the responsibility for improvement and maintenance of same are that of the owners within the addition.
- E. Prior to the preparation of the final plat, it is recommended that the applicant's engineer contact the Planning Department relative to the indication of lots, reserves, etc. on the final drawing.
- F. The applicant shall submit to the Planning Department a copy of a Homes Association Agreement which shall include provisions for the improvement of the private drive and parking areas and the continued maintenance thereof, maintenance of the common open space areas, installation and maintenance of sidewalks, etc.
- G. The applicant install or guarantee the installation of City of Wichita sanitary sewer and water to serve subject property.

(over)

- H. The installation of both telephone and electric service shall be underground.
- I. 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.
- J. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Map No.: F-1W-C
Section No.: 20
Twp. No.: 27
Range: 1-W

S/D No. 72-55

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Rolling Hills Country Club Estates
General Location: Second East West Side Maize Road between Maple & Central
Name of Property Owner: C.H. Pate, Sr
Address: 4121 Maple Phone: 942-7485
Name of Subdivider: _____ Phone: _____
Address: _____
Name of Agent/Surveyor: R.D. Taylor
Address: 1542 So. St. Francis Phone: 264-4072
Date of Application: 5-31-72

SUBDIVISION INFORMATION:

- Gross Acreage of Plat 6.8
- Number of Lots:
 - Residential 12
 - Commercial _____
 - Industrial _____
 - Other 12Total Number of Lots 12
- Minimum Lot Frontage 74 ft.
- Minimum Lot Area 22,900 ft.
- Existing Zoning R-2-1
- Proposed Zoning AA
- Lineal Feet of New Streets:
 - a. 50 R/W 1400 ft.
 - b. _____ R/W _____ ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.TOTAL 1400 ft.
- Sidewalk adjacent to all streets? yes no
- Public Water Supply Yes (Yes-No), Name City of Wichita
- Public Sanitary Sewers Yes (Yes-No), Name City of Wichita
- Health Department Approval (where applicable) No (Yes/No)
- 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: C.H. Pate Sr

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

Received by Curt Newby
Date 6-5-72
Fee Submitted \$93.00

T9-301B
(2-71)



Form 273-201

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.	Pibg. Cert.
Sanitation	Sewer	Signs	Sidewalk
Street	Trailer		83.00

DESCRIPTION

AMOUNT

Subdiv. application -
 Building Wells, Sunday Club, Petate

Name

Petate Construction Co.

Address

4121 W. Maple

Type

AA--407103

Due Date

Comments:

Date

6-5-72

By

Curt Newby