

PLAT NO. 72-120 MAP NO. V-2-C

NAME RANCHOS DEL RIO

LOCATION 1/2 mile West of Valley Center, Kansas
on 81st Street North

ENGINEER Reiss & Goodness Engineers

OWNER Tom N. Tomlin

APPLICATION FILED 11/9/72

SKETCH PLAT FILED 11/9/72

PRELIMINARY FILED _____

S/D ACTION 2.1.73 Approved subj to conditions

FINAL FILED ~~#~~

S/D ACTION 4.5.73 Approved subj to conditions

MAPC ACTION 4.16.73 Approved as recommended

~~SEC~~ ^{B.C.O.P.} ACTION 6-13-73 Approve

RECORDED JULY 5, 1973

REMARKS _____

S/D 72-120 RANCHOS DEL RIO - 1/2
mile W of Valley Center, Ks. on
81st Street North. Reiss & Goodness

ACTION

	DATE
9/10 COMMITTEE (prelim) Approved only	2-1-73
S/D (final) to Conditions	4-5-73
M.A.P.C. Approved as recommended	4-16-73
B.C.C. <i>B.C.C.</i>	6-13-73 <i>6-13-73</i>

Map No. V-2-C
Sec. No. 36
Twp. No. 25S
Range 1W

Subdivision Report and Progress

S/D No.: 72-120

Name: RANCHOS DEL RIO

General Location: 1/2 mile West of Valley Center, Kansas on 81st Street North

Owner: Tom N. Tomlin

Address: Rt. 1. Valley Center, Kansas 67147 Phone: 755-1639

Subdivider: Jerald R. Jones

Address: 13 Via Roma Wichita, 67230 Phone: 733-1331

Engineer/Surveyor: Reiss & Goodness Engineers

Address: 2160 East Douglas Wichita 67214 Phone: 264-1391

Application Received 11/9/72
Conf. with Applicant 12-11-72
Sketch Plat Received 11/9/72
Present Zoning "R"
Proposed Zoning "R"
Letter of Intent 12-26-72

FINAL PLAT RECEIVED
S/D Comm. Action 4-5-73 Approved
subj to conditions
Dept. Report on Final 4-6-73
M.A.P.C. ACTION 4-16-73 Approved as
Dept. Report on Final 4-17-73 Recommended
Letter on Irons Received 4/18
Title/Taxes Rec'd & Reviewed 5-25-73
Final Review 6-11-73
Referral to B.C.C. 6-11-73

PREL. PLAT RECEIVED
S/D Comm. Action 2-1-73 Approved
subj to conditions
Dept. Report on Prel. 2-5-73

B.C.C. ACTION 6-13-73 Cygona

Recorded JULY 5, 1973

TRACING PROGRESS:

Received 5-17-73
Released 6-15-73
Received _____
Released _____

Comments:

Send Plats to:
RANCHOS DEL RIO

Eugene Fry, Trustee
Valley Center Township
R. R. #1
Valley Center, Kansas, 67147

Mr. Odes Sapp, Superintendent
Unified School District #262
737 North Meridian
Valley Center, Ks. 67147

6/14/73 Called Kenney Hill
to pick up plat tracing
for recording

REGISTER OF DEEDS

7-7-73

SEDGWICK COUNTY, KANSAS

Ranchos del Rio to Sedgwick ADDITION was
filed for record on July 5, 1973

John Hale
Register Of Deeds

T9-328

GENERAL WARRANTY DEED

AUG 11 1961

W. O. WILLIAMS

COUNTY CLERK

SEAL OF SEVEN KANSAS COUNTY REGISTERED FOR RECORD AT 2 M. 12:00

AUG 11 1961 16051

A.D. 1961

THIS INDENTURE, Made this 10th day of August, 1961, between Ida M. Smyser, a single person

of Sedgwick County, in the State of Kansas Dale Frey and Betty Frey, as joint tenants with the right of survivorship,

of Sedgwick County, in the State of Kansas of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of One Dollar and other valuable considerations (\$1.00 & o.v.c.) ----- DOLLARS,

the receipt whereof is hereby acknowledged, doES by these presents grant, bargain, sell and convey unto the said part IES of the second part their heirs and assigns all the following-described REAL ESTATE, situated in the County of Sedgwick and State of Kansas, to-wit:

The Southwest Quarter (SW¼) of Section Thirty-six (36), Township Twenty-five (25) South, Range One (1) West of Sixth Principal Meridian, except the right-of-way of the Kansas, Midland Railway Company; also except: Beginning at a point 200 feet East and 30 feet South of the quarter section corner on the West side of Section 36, Township 25 South, Range 1 West of Sixth Principal Meridian thence South 73° East 197 feet thence North 71° 30' East 161 feet to river bank. Thence Northwesterly along said river bank to a point 190 feet East of Beginning point. Thence South 79° 30' West 190 feet to place of beginning. Containing 50/100 acres, for use and benefit of the public highway; and

A tract of land in the Southeast Quarter (SE¼) of Section Thirty-six (36), Township Twenty-five (25) South, Range One (1) West of Sixth Principal Meridian described as commencing 74 feet South of the Northwest Corner of the Southeast Quarter of Section 36, thence South 2581 feet, thence East 2656 feet, thence North 413 ½ feet to the right-of-way of the Wichita and Southwestern Railway Co., now known as the Atchison, Topeka & Santa Fe Railway Company, thence in a Northwesterly direction for 1480 feet to the intersection of the right-of-way of the Wichita and Southwestern Railroad and the Kansas Midland Railroad, thence 100 feet to place of beginning, except therefrom the following described tracts:

This instrument filed 8-1-61

21-49 21-49 P.V.C. 8-25-61

Ch. 8-25-61

107

10-25-61 16-56 P.V.C.

- (1) the right-of-way heretofore deeded to the Arkansas Valley Interurban Railway Company described as follows: a strip of land 66 feet in width, being 66 feet through, over and upon the Southeast Quarter of Section 36, Township 25, South of Range 1 West, lying West of the ATSF Railway Company's right-of-way and South of the Frisco Railroad, said 66 feet being parallel with and adjoining the AT&SF Railway Company's right-of-way on the West side.
- (2) a strip of land deeded to the Empire Fuel and Gas Co., described as follows: One tract of land 16 feet wide and 2640 feet long situated along the South line of the Southeast Quarter of Section 36, Township 25 South, Range 1 West.
- (3) an additional two acres of real estate located at the West end of the above described real estate and described as follows: Beginning at 2 Elm trees on the East Bank of the River along the South line of the Southeast Quarter of Section 36, Township 25 South, Range 1 West, thence East 150 feet, thence North 208 feet, thence West 416 feet; thence South 208 feet, thence East to the place of beginning.
- (4) beginning at a point 2025 feet South and 40 feet East of the Northwest corner of Southeast Quarter of Section 36, Township 25 South, Range One (1) West of Sixth Principal Meridian thence Southeasterly direction 481 feet to a point 285.55 feet East and 208 feet North of Southwest corner of Southeast Quarter of said Section 36, thence West 351 feet to a point 65.45 feet West and 208 feet North of Southwest corner of Southeast Quarter of Section 36, thence Northwesterly a distance of 269.82 feet to a point 2172 feet South and (170) feet West of Northwest corner of Southeast Quarter of Section 36 said point being the Southwest corner of present Sewage Disposal Plant site, thence East 147 feet to the Southeast Corner of present Sewage Disposal Site; thence North 147 feet to point of beginning.
- (5) Beginning 350.55 feet East of the Southwest corner of the Southeast Quarter of Section Thirty-six (36), Township 25 South, Range 1 West of Sixth Principal Meridian thence East 300 feet, thence Northerly on a line parallel to the West line of Section 36, 621.60 feet, thence Westerly on a line parallel to the South line of said quarter section 610.55 feet, thence Southwesterly 461 feet to a point 208 feet North and 285.56 feet East of said Southwest corner thence Easterly in a line parallel to the South line of Southeast Quarter 65 feet, thence southerly 208 feet to beginning.

Dale Frey et ux

to

Tom N. Tomlin et ux

WI

10-13-62

1296 Pg. 368

ATTACHMENT 2

DEED—General Warranty—Joint Tenancy

JT-2

BLDG BOOK 1295 PAGE 308
KANSAS BLUE PRINT CO.

This Indenture, Made this 12th day of Dec A. D. 1965

between DALE FREY and BETTY FREY, husband and wife,

of Sedgwick County, in the State of Kansas of the first part,

and TOM N. TOMLIN and DONNA M. TOMLIN, husband and wife,

of _____ County, in the State of _____, as joint tenants with the right of survivorship and not as tenants in common, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One

Dollar (\$1.00) and other good and valuable considerations ---DOLLARS,

Filed
0-13-62

the receipt whereof is hereby acknowledged, do _____ by these presents, grant, bargain, sell and convey unto said parties of the second part and the survivor of them all the following described REAL ESTATE, situated in the County of SEDGWICK and State of KANSAS, to wits

STATE OF KANSAS
SEDGWICK COUNTY FES
FILED FOR RECORD AT
10:00 a.m.

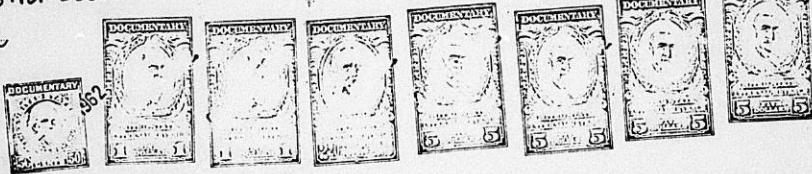
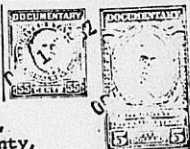
OCT 13 1962

NO. 20836

RUFUS E. DEERING
REGISTER OF DEEDS

C. B. Silver

All that part of the SW/4, lying South and West of the Center line of the Little Arkansas River, of Section 36, Township 25, Range 1 West, of the 6th P.M., Sedgwick County, Kansas, except Highway,



TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever, as joint tenants, the survivor to take the whole estate.

And said grantor s., Dale Frey and Betty Frey for themselves, their heirs, executors and administrators, do _____ hereby covenant, promise and agree, to and with said parties of the second part that at the delivery of these presents they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever: except easements and restrictions of record

and that they will WARRANT AND FOREVER DEFEND the same unto said parties of the second part and the survivor of them against said parties of the first part, their heirs, and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands, the day and year first above written.

ENTERED ON
TRANSFER RECORD

OCT 13 1962

W. O. WILLIAMS
COUNTY CLERK

Dale Frey
Dale Frey

Betty Frey
Betty Frey

20
150
20-25 P.M.
3195

Henry J. Crow 402 N. 10th St. 32014

LAW OFFICES OF
BLAIR, MATLACK, ROGG, FOOTE & SCOTT, P.A.

301 NORTH MARKET
WICHITA, KANSAS 67202

August 9, 1974

JOHN R. BLAIR
DON MATLACK
RONALD H. ROGG
RICHARD V. FOOTE
GERALD W. SCOTT
ALAN JOSEPH

AREA CODE 316
263-7536

Mr. Curtis L. Newby
Junior Planner
Metropolitan Area
Planning Department
City Building Annex
104 S. Main
Wichita, Kansas 67202

Dear Mr. Newby:

K. O. Taylor, City Engineer for the City of Valley Center, Kansas, has handed me your letter of July 25, 1974, directed to Mr. Tom N. Tomlin, concerning S/D 72-120 - Ranchos Del Rio. I am the City Attorney for Valley Center, and I would appreciate being kept abreast of the developments in reference to altering the plat which does include property owned by the City of Valley Center, Kansas. If I may be of any assistance, please feel free to call upon me.

Very truly yours,

BLAIR, MATLACK, ROGG, FOOTE & SCOTT, P. A.

Ronald H. Rogg
Ronald H. Rogg

RHR/em

cc: Mr. K. O. Taylor
Mr. George C. Baxter, City Clerk



July 25, 1974

Mr. Tom N. Tomlin
Route 1
Valley Center, Kansas 67147

Re: S/D 72-120 - RANCHOS DEL
RIO.

Dear Mr. Tomlin:

It has come to our attention that there is some discrepancy in your title to a portion of that land recently platted as "Ranchos Del Rio". Attachment 1, included with this letter, is a copy of the Warranty Deed recorded in 1961 which conveyed certain tracts of land in the Southeast (SE) and Southwest (SW) Quarter Section 36, Township 25S, Range 1W from Miss Ida Smyer to Dale and Betty Frey. The deed lists the Freys' as buying all of the southwest quarter (SW 1/4), lying south and west of the center line of the Little Arkansas River except for that portion dedicated as Highway. In addition, the Freys' purchased all of the southeast quarter of Section 36 except for 5 tracts of land listed on the deed. Unfortunately, items #3 and 4, listed as exempted from the title of the southeast quarter (SE 1/4) also lie within the southwest quarter (SW 1/4).

Attachment 2, show the deed which was recorded in 1962 when you purchased "all that part of the SW 1/4, lying South and West of the center line of the Little Arkansas River except highway". Actually, as may be seen from Attachment 1, the Freys' apparently did not hold title to all of the land which is referred to in the deed.

The shaded areas in Attachment three (3) show the portion of those tracts which extend into the SW 1/4 and were included in the Ranchos Del Rio plat but are apparently owned by the City of Valley Center.

Tom W. Tomlin
July 25, 1974
Page 2

I bring this matter to your attention in the hope that a satisfactory solution to this problem may be found. If you, your attorney, and platting engineer feel that a meeting should be called to discuss this matter, please do not hesitate to contact me, and if you have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:MM:Eme
Attachment

cc: Stan Wisdom, Jochens, Sargent & Blaes
P. O. Box 2134, 67201
Reiss & Goodness Engineers, 2160 East Douglas, 67214
K. O. Taylor, P.E., 1542 South St. Francis, 67211
Gerald R. Jones, 13 Via Roma, 67230
Chuck Houseman, County Engineer's Office
1015 Stillwell, 67213
M. S. Mitchell, Maintenance-Flood Control

DECLARATION OF COVENANTS AND RESTRICTIONS OF RANCHOS DEL RIO

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

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT

JUN 18 1973
1 57563

NO. JOHN HALE
REGISTER OF DEEDS

*Paul Gilbert
Deputy*

ARTICLE I

PROPERTY DESCRIPTION

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

Ranchos Del Rio, an Addition to Sedgwick County, Kansas.

ARTICLE II

DEFINITIONS

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

ARTICLES OF INCORPORATION AND BY-LAWS

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

ASSOCIATION

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

Original Compared
With Record

*019 14.
Sharon Fleming
Clerk.*

COMMUNITY FACILITIES

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

RESIDENCE SITES

A fee simple interest in the lot upon which a residence is or will be constructed and which is conveyed to an owner together with an undivided interest in the common areas. The maximum number of residence sites permitted on the subject property shall be twenty-two (22); provided, however, that Lot No. Seven (7) may contain not more than four (4) residence sites, each of which shall be an area attributable to said residence site of an acreage of not less than two (2) acres.

OWNER

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

COMMUNITY OR COMMON AREAS

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

NOTICE

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

TRANSFER

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

UTILITY:

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

ARTICLE III

INCORPORATION OR EXISTING RESTRICTIONS

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

ARTICLE IV

OCCUPANCY

Except upon express consent of the Association given

LIMITATIONS

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

OCCUPANCY CONDUCT

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

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

ARTICLE V

LEASING OR TRANSFER RIGHTS OF ASSOCIATION

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

LEASING OR TRANSFER NOTICES AND CONDITIONS

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

Failure of the Association to indicate by notice to Owner its intention to buy or lease, as may be, Owner's interest in his residence site as set forth in Owner's notice within the seven (7) 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. An Owner shall have no right to sell, lease or rent any interest in any residence site or any part thereof except as expressly provided in this Article. The subleasing of any interest in any residence site shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of an Owner under these covenants shall continue, notwithstanding that he may have leased or rented said interest as provided herein.

LEASING OR
TRANSFER
FEES TO BE
PAID

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

LEASING OR
TRANSFER
EXCEPTIONS

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

LEASING OR
TRANSFER
MORTGAGE
PROTECTION

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

LEASING OR
TRANSFER
NON-WAIVER

Regardless of any prior consent theretofore given, no Owner of a residence site nor his executor, administrator or personal representative, nor any

trustee or receiver of the property of such Owner nor anyone to whom the interest of such Owner shall pass by law shall be entitled to lease or transfer the ownership of any interest therein of any residence site except upon full compliance with the provisions of this Article.

ARTICLE VI

RESTRICTIVE COVENANTS

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

All residence plans shall be approved by the Association, and shall contain not less than Two Thousand (2,000) square feet of living space exclusive of patios and garage. All fencing and buildings other than the residence shall be placed upon the residence site only after the design, building materials and plans are approved by the Association.

Dogs shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and in the common areas.

No owner shall be permitted to maintain more than one horse per acre attributable to each residence site, nor shall pigs, sheep or cattle be permitted except for projects approved by the Association.

No Owner shall erect any structures, either permanent or temporary upon any of the common areas.

No automobile, truck, motorcycle, motorbike, boat, housetrailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the common area, except in permanent and enclosed storage areas designated for that purpose by the Association, nor shall such equipment be stored on residence sites except within properly screened areas approved by the Association.

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

No firearms, crossbows, nor archery equipment shall be used or discharged within or upon the common area.

ARTICLE VII

ASSOCIATION

The RANCHOS DEL RIO HOMEOWNERS' ASSOCIATION, of the State of Kansas, shall have the rights and powers as set forth in its Articles of Incorporation and By-Laws, together with its general powers

as a non-profit corporation, and it shall perform each and every duty required of it by this Declaration.

Declarant shall manage the Association pursuant to the powers and duties set forth by this Declaration until such time twelve (12) units have been sold to individual owners and shall exercise the powers of the Association and duties as set forth in the Charter and By-Laws of the Association. Declarant has the option of turning over the management of the Association to the Association at any earlier time as it sees fit.

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

**ASSOCIATION
OPERATIONS
AND EXPENSES**

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

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

**ASSOCIATION
ENFORCEMENT**

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

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

**ASSOCIATION
TAXES AND
ASSESSMENTS**

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

ARTICLE VIII

**ASSESSMENTS
AND LIENS
GENERAL
ASSESSMENTS**

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

**ASSESSMENTS
AND LIENS
BASIS AND
OPERATING FUND**

All general assessments shall be made against each Owner on an equal basis. Each new Owner shall pay an original charge of \$75.00 to the Association to be used as an operating fund for the Association.

**ASSESSMENT
AND LIENS**

The Association may, from time to time, at a regular meeting or a special meeting called upon notice,

**SPECIAL
ASSESSMENTS**

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

**ASSESSMENTS
AND LIENS
COLLECTION
AND
EXPENDITURES**

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

**ASSESSMENTS
AND LIENS
DELINQUENCY**

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

**ASSESSMENTS
AND LIENS
NOTICE OF
DELINQUENCY**

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

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

ASSESSMENTS
AND LIENS
ENFORCEMENT
OF LIENS

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

ASSESSMENT
AND LIENS
RESERVATION
OF LIENS

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

ASSESSMENTS
AND LIENS
SUBORDINATION
TO MORTGAGES

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

ARTICLE IX

EASEMENTS
RESERVATION

There are hereby specifically reserved for the benefit of the Association, for the Owners in common and for each Owner severally, as their respective interests shall obtain, the easements and rights of way as particularly identified in the plat of Rancho Del Rio as approved by Wichita - Sedgwick County Metropolitan Area Planning Department.

EASEMENTS
RIGHTS OF
ASSOCIATION

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

EASEMENTS
RESERVATION
OF RIGHT
OF WAY

Declarant specifically reserves unto himself; his successors and assigns, a perpetual, non-exclusive easement and right of way over the common area, for the purpose of constructing, maintaining, repairing, replacing, and rebuilding underground

pipe lines, drains and/or mains for the purpose of conveying gas, water, and sewerage over, across and through the lands hereinabove described, together with the right to excavate and level ditches and/or trenches for the location of said pipe lines, drains, and/or mains; provided, however, the subject property is at all times to be replaced in its original state at the expense of the Declarant, his successors and assigns, for the purpose of developing all residence sites located upon subject property and any contiguous and adjacent property to be developed at a later time. This easement is not intended to be exclusive and it is not intended to prohibit or restrain the owners of the subject property to use the said land for their benefit.

**FAILURE TO
CARE FOR
COMMON AREAS**

In the event that Owner or Association, their successors or assigns, shall fail at any time to maintain the common areas or fail in any manner to fulfill their obligations relating to the common areas, the City of Wichita, or Sedgwick County, whichever governmental authority has jurisdiction, may serve a written notice of delinquency upon Owner or Association setting forth the manner in which Owner or Association has failed to fulfill their obligations. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days' time within which Owner or Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, or Sedgwick County, in order to preserve the taxable values of the properties within the community unit plan and to prevent the common areas from becoming a nuisance, may enter upon said common areas and perform the obligations listed in the notice of deficiency. All costs incurred by the City of Wichita or Sedgwick County, in order to preserve the taxable values of the properties within the community unit plan and to prevent the common areas from becoming a nuisance, may enter upon said common areas and perform the obligations listed in the notice of deficiency. All costs incurred by the City of Wichita or Sedgwick County in carrying out the obligations of Owner or Association may be assessed against the common areas in the same manner as provided by law for such assessment and said assessments may be established as liens upon said common areas. Should Owner or Association, their successors or assigns, upon receipt of said notice of deficiency, feel that the obligations listed on said notice are not proper for any reason, they may within the twenty (20) day period provided in such notice, apply for a hearing before the Board of City Commissioners or Board of County Commissioners to appeal said notice and any further proceedings under the notice shall be delayed pending the outcome of any proceedings on appeal of said notice.

ARTICLE X

**WAIVER OF
PARTITION**

Each Owner, and the successors of each Owner, whether by deed, gift, devise or operation of law, do by

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

ARTICLE XI

MISCELLANEOUS ACCEPTANCE OF PROVISIONS BY GRANTEE

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

MISCELLANEOUS INTERPRETA- TIONS OF RESTRICTIONS

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

MISCELLANEOUS CONSTRUCTION AND VALIDITY OF RESTRICTIONS

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

MISCELLANEOUS ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant provided for in this Declaration and any modification or amendment thereof, may be delegated, transferred, assigned, conveyed, or released by Declarant to the Association, and the Association shall accept

the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein.

MISCELLANEOUS
WAIVER AND
EXEMPTIONS

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

MISCELLANEOUS
TITLES

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

MISCELLANEOUS
SINGULAR AND
PLURAL MASCU-
LINE AND
FEMININE

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

MISCELLANEOUS
SUCCESSORS
IN INTEREST

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

MISCELLANEOUS
AMENDMENTS

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

IN WITNESS WHEREOF, Tom N. Tomlin and Donna Tomlin, have caused this Declaration to be executed this 5 day of June, 1973.

Tom N. Tomlin
TOM N. TOMLIN

Donna Tomlin
DONNA TOMLIN


STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 5th day of June, 1973, before me, the undersigned, a notary public in and for said county and state, came Tom N. Tomlin and Donna Tomlin, known to me to be the same persons who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same for the uses and purposes therein set forth, and as their free act and deed.

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

Charles E. Gerety
Notary Public
Charles E. Gerety

My commission expires:

Sept 12, 1975


ACCEPTANCE AND APPROVAL

The RANCHOS DEL RIO HOMEOWNERS' ASSOCIATION, a non-profit corporation organized and existing under the laws of the State of Kansas, does hereby accept and consent to all of the terms, provisions and conditions, including all protective restrictions, conditions, covenants, reservations, liens, charges and assessments contained in the foregoing Declaration and by this Acceptance and Consent agrees to act in the capacity and with the powers and authority given it under said Declaration. The acceptance and consent is hereby executed and the undersigned hereby causes its signature seal to be hereunto affixed by its authorized officer, on the ___ day of _____, 1973.

THE RANCHOS DEL RIO HOMEOWNERS'
ASSOCIATION

By _____
President

ATTEST:

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of _____, 1973, before me, the undersigned a Notary Public in and for the county and state aforesaid, came _____, President of The Ranchos Del Rio Homeowners' Association, a corporation of the State of Kansas, personally known to me to be the same person who executed the foregoing instrument of writing as an officer of said corporation, in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

Notary Public

My commission expires:

WICHITA-SEDGWICK COUNTY

DATE June 13, 1973

METROPOLITAN AREA PLANNING DEPARTMENT

TO Curt Newby, Junior Planner
FROM Jack H. Galbraith, Chief Planner *JHG*
SUBJECT S/D 72-120 - Ranchos Del Rio

On June 13, 1973, at their regular meeting, the Board of County Commissioners approved the above captioned plat. Inasmuch as the associated covenants were not signed, the Deputy County Clerk returned them to us to obtain the appropriate signatures. Please contact the applicant, obtain the necessary signatures, and forward the documents to Sharon Dearing for the recording prior to the release of the plat tracing.

JHG:rw

June 13, 1973

Curt Newby, Junior Planner
Jack H. Galbraith, Chief Planner

S/D 72-120 - Ranchos Del Rio

On June 13, 1973, at their regular meeting, the Board of County Commissioners approved the above captioned plat. Inasmuch as the associated covenants were not signed, the Deputy County Clerk returned them to us to obtain the appropriate signatures. Please contact the applicant, obtain the necessary signatures, and forward the documents to Sharon Dearing for the recording prior to the release of the plat tracing.

JHG:rw

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF COUNTY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 72-120 Name RANCHOS DEL RIO
Application Filed: 11-9-72 Sketch Filed: 11-9-72
Preliminary Plat Filed: Approved by S/D: 2-1-73
Final Plat Filed: Approved by S/D: 4-5-73
Approved by Metropolitan Area Planning Commission:

DESCRIPTION

General Location: 1/2 mile west of Valley Center, Kansas on 81st
Street North

Surveyor or Engineer: Reiss & Goodness Engineers
Owner: Tom N. Tomlin
Address: Rt. 1, Valley Center, Kansas 67147

1. Gross Acreage of Plat	90	5. Lineal Feet of New Streets:	
2. Number of Lots:		a. 70 R/W	1800 ft.
Residential	22	b. 35 R/W	2600 ft.
Commercial		c. R/W	ft.
Industrial		d. R/W	ft.
Other		e. R/W	ft.
Total Number of Lots:	22	TOTAL	4400 ft.
3. Minimum Lot Frontage:	200 ft.	6. Existing Zoning:	"R"
4. Minimum Lot Area	87,120 sq.ft.		

Planning Commission Recommendation:

That this plat be approved, subject to:

- A. The applicant shall submit a Homes Association Agreement which includes provisions for the improvement and continued maintenance of the private common open areas on the plat.
- B. Recording of the plat within 30 days after approval by the Board of County Commissioners.

KAMEN moved, HARRISON seconded and it carried unanimously.
RISING and BURNETT absent.)

ACTION: Instruct the County Clerk to file the Covenants and Home Association Agreement with the Register of Deeds, the filing costs of which shall be billed to the applicant, and approve the plat as approved by the Metropolitan Area Planning Commission.

EMMET A. BLAES
ROETZEL JOCHEMS
ROBERT G. BRADEN
STAN E. WISDOM
BRUCE W. ZURCHER
CHARLES M. CLINE
RICHARD A. LOYD
LAWRENCE MCDONOUGH
GERALD D. HAAG
ROBERT L. HEATH
TIMOTHY E. MCKEE
EDWIN J. DREILING
LARRY K. MECKER

JOCHEMS, SARGENT & BLAES

ATTORNEYS AT LAW
FARMERS & BANKERS BUILDING
200 EAST FIRST STREET
POST OFFICE BOX 2134

WICHITA, KANSAS 67201

(913)262-8443

May 23, 1973

W. D. JOCHEMS
(1888-1960)
J. WIRTH SARGENT
(1864-1965)

J. FRANCIS HESSE
LEONARD A. LEVAND
COUNSEL

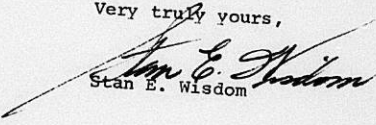
Mr. Jack H. Galbraith, Chief Planner
Wichita-Sedgwick County Metropolitan
Area Planning Department
City Building Annex
104 South Main Street
Wichita, Kansas 67214

Subject: S/D 72-120 - Final Plat
of RANCHOS DEL RIO

Dear Mr. Galbraith:

Pursuant to your letter of April 17, 1973,
addressed to Reiss & Goodness Engineers concerning the
above referenced matter, please be advised that the
undersigned hereby certifies that fee title to the
subject property is vested in Tom M. Tomlin and Donna
Tomlin, husband and wife. All taxes due and payable
for the year 1972 and prior years have been paid in full.

Very truly yours,


Stan E. Wisdom

SEW:ja

DECLARATION OF COVENANTS AND
RESTRICTIONS OF RANCHOS DEL RIO

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

ARTICLE I

PROPERTY
DESCRIPTION

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

Ranchos Del Rio, an Addition to Sedgwick
County, Kansas.

ARTICLE II

DEFINITIONS

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

ARTICLES OF
INCORPORATION
AND BY-LAWS

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

ASSOCIATION

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

COMMUNITY FACILITIES

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

RESIDENCE SITES

A fee simple interest in the lot upon which a residence is or will be constructed and which is conveyed to an owner together with an undivided interest in the common areas. The maximum number of residence sites permitted on the subject property shall be twenty-two (22).

OWNER

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

COMMUNITY OR COMMON AREAS

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

NOTICE

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

TRANSFER

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

UTILITY:

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

ARTICLE III

INCORPORATION OR EXISTING RESTRICTIONS

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

ARTICLE IV

OCCUPANCY:

Except upon express consent of the Association given

LIMITATIONS

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

OCCUPANCY
CONDUCT

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

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

ARTICLE V

LEASING OR
TRANSFER
RIGHTS OF
ASSOCIATION

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

LEASING OR
TRANSFER
NOTICES AND
CONDITIONS

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

Failure of the Association to indicate by notice to Owner its intention to buy or lease, as may be, Owner's interest in his residence site as set forth in Owner's notice within the seven (7) 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. An Owner shall have no right to sell, lease or rent any interest in any residence site or any part thereof except as expressly provided in this Article. The subleasing of any interest in any residence site shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of an Owner under these covenants shall continue, notwithstanding that he may have leased or rented said interest as provided herein.

LEASING OR
TRANSFER
FEES TO BE
PAID

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

LEASING OR
TRANSFER
EXCEPTIONS

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

LEASING OR
TRANSFER
MORTGAGE
PROTECTION

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

LEASING OR
TRANSFER
NON-WAIVER

Regardless of any prior consent theretofore given, no Owner of a residence site nor his executor, administrator or personal representative, nor any

trustee or receiver of the property of such Owner nor anyone to whom the interest of such Owner shall pass by law shall be entitled to lease or transfer the ownership of any interest therein of any residence site except upon full compliance with the provisions of this Article.

ARTICLE VI

RESTRICTIVE COVENANTS

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

All residence plans shall be approved by the Association, and shall contain not less than ___ square feet of living space exclusive of patios and garage.

Dogs shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and in the common areas. No Owner shall be permitted to maintain more than two (2) horses on each residence site, and pigs, sheep and cattle are expressly forbidden.

No Owner shall erect any structures, either permanent or temporary upon any of the common areas.

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

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

ARTICLE VII

ASSOCIATION

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

Declarant shall manage the Association pursuant to the powers and duties set forth by this Declaration until such time twelve (12) units have been sold to individual owners and shall exercise the powers of the Association and duties as set forth in the Charter and By-Laws of the Association. Declarant has the option of turning over the management of the Association to the Association at any earlier time as it sees fit.

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

**ASSOCIATION
OPERATIONS
AND EXPENSES**

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

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

**ASSOCIATION
ENFORCEMENT**

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

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

**ASSOCIATION
TAXES AND
ASSESSMENTS**

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

ARTICLE VIII

**ASSESSMENTS
AND LIENS
GENERAL
ASSESSMENTS**

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

**ASSESSMENTS
AND LIENS
BASIS AND
OPERATING FUND**

All general assessments shall be made against each Owner on an equal basis. Each new Owner shall pay an original charge of \$75.00 to the Association to be used as an operating fund for the Association.

**ASSESSMENT
AND LIENS**

The Association may, from time to time, at a regular meeting or a special meeting called upon notice,

**SPECIAL
ASSESSMENTS**

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

**ASSESSMENTS
AND LIENS
COLLECTION
AND
EXPENDITURES**

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

**ASSESSMENTS
AND LIENS
DELINQUENCY**

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

**ASSESSMENTS
AND LIENS
NOTICE OF
DELINQUENCY**

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

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

ASSESSMENTS
AND LIENS
ENFORCEMENT
OF LIENS

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

ASSESSMENT
AND LIENS
RESERVATION
OF LIENS

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

ASSESSMENTS
AND LIENS
SUBORDINATION
TO MORTGAGES

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

ARTICLE IX

EASEMENTS
RESERVATION

There are hereby specifically reserved for the benefit of the Association, for the Owners in common and for each Owner severally, as their respective interests shall obtain, the easements and rights of way as particularly identified in the plat of Ranchos Del Rio as approved by Wichita - Sedgwick County Metropolitan Area Planning Department.

EASEMENTS
RIGHTS OF
ASSOCIATION

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

EASEMENTS
RESERVATION
OF RIGHT
OF WAY

Declarant specifically reserves unto himself; his successors and assigns, a perpetual, non-exclusive easement and right of way over the common area, for the purpose of constructing, maintaining, repairing, replacing, and rebuilding underground

pipe lines, drains and/or mains for the purpose of conveying gas, water, and sewerage over, across and through the lands hereinabove described, together with the right to excavate and level ditches and/or trenches for the location of said pipe lines, drains, and/or mains; provided, however, the subject property is at all times to be replaced in its original state at the expense of the Declarant, his successors and assigns, for the purpose of developing all residence sites located upon subject property and any contiguous and adjacent property to be developed at a later time. This easement is not intended to be exclusive and it is not intended to prohibit or restrain the owners of the subject property to use the said land for their benefit.

**FAILURE TO
CARE FOR
COMMON AREAS**

In the event that Owner or Association, their successors or assigns, shall fail at any time to maintain the common areas or fail in any manner to fulfill their obligations relating to the common areas, the City of Wichita, or Sedgwick County, whichever governmental authority has jurisdiction, may serve a written notice of delinquency upon Owner or Association setting forth the manner in which Owner or Association has failed to fulfill their obligations. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days' time within which Owner or Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, or Sedgwick County, in order to preserve the taxable values of the properties within the community unit plan and to prevent the common areas from becoming a nuisance, may enter upon said common areas and perform the obligations listed in the notice of deficiency. All costs incurred by the City of Wichita or Sedgwick County, in order to preserve the taxable values of the properties within the community unit plan and to prevent the common areas from becoming a nuisance, may enter upon said common areas and perform the obligations listed in the notice of deficiency. All costs incurred by the City of Wichita or Sedgwick County in carrying out the obligations of Owner or Association may be assessed against the common areas in the same manner as provided by law for such assessment and said assessments may be established as liens upon said common areas. Should Owner or Association, their successors or assigns, upon receipt of said notice of deficiency, feel that the obligations listed on said notice are not proper for any reason, they may within the twenty (20) day period provided in such notice, apply for a hearing before the Board of City Commissioners or Board of County Commissioners to appeal said notice and any further proceedings under the notice shall be delayed pending the outcome of any proceedings on appeal of said notice.

ARTICLE X

**WAIVER OF
PARTITION**

Each Owner, and the successors of each Owner, whether by deed, gift, devise or operation of law, do by

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

ARTICLE XI

MISCELLANEOUS ACCEPTANCE OF PROVISIONS BY GRANTEE

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

MISCELLANEOUS INTERPRETA- TIONS OF RESTRICTIONS

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

MISCELLANEOUS CONSTRUCTION AND VALIDITY OF RESTRICTIONS

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

MISCELLANEOUS ASSIGNMENT OF POWERS

Any and all rights and powers of Declarant provided for in this Declaration and any modification or amendment thereof, may be delegated, transferred, assigned, conveyed, or released by Declarant to the Association, and the Association shall accept

the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein.

**MISCELLANEOUS
WAIVER AND
EXEMPTIONS**

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

**MISCELLANEOUS
TITLES**

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

**MISCELLANEOUS
SINGULAR AND
PLURAL MASCU-
LINE AND
FEMININE**

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

**MISCELLANEOUS
SUCCESSORS
IN INTEREST**

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

**MISCELLANEOUS
AMENDMENTS**

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

IN WITNESS WHEREOF, Tom N. Tomlin and Donna Tomlin have caused this Declaration to be executed this _____ day of _____, 1973.

TOM N. TOMLIN

DONNA TOMLIN

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of _____, 1973, before me, the undersigned, a notary public in and for said county and state, came Tom N. Tomlin and Donna Tomlin, known to me to be the same persons who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same for the uses and purposes therein set forth, and as their free act and deed.

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

Notary Public

My commission expires:

ACCEPTANCE AND APPROVAL

The RANCHOS DEL RIO HOMEOWNERS' ASSOCIATION, a non-profit corporation organized and existing under the laws of the State of Kansas, does hereby accept and consent to all of the terms, provisions and conditions, including all protective restrictions, conditions, covenants, reservations, liens, charges and assessments contained in the foregoing Declaration and by this Acceptance and Consent agrees to act in the capacity and with the powers and authority given it under said Declaration. The acceptance and consent is hereby executed and the undersigned hereby causes its signature seal to be hereunto affixed by its authorized officer, on the _____ day of _____, 1973.

THE RANCHOS DEL RIO HOMEOWNERS'
ASSOCIATION

By _____
President

ATTEST:

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of _____, 1973, before me, the undersigned a Notary Public in and for the county and state aforesaid, came _____, President of The Ranchos Del Rio Homeowners' Association, a corporation of the State of Kansas, personally known to me to be the same person who executed the foregoing instrument of writing as an officer of said corporation, in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

Notary Public

My commission expires:



COUNTY OF SEDGWICK

HIGHWAY DEPARTMENT

1015 STILLWELL
WICHITA, KANSAS 67213
OFFICE OF
COUNTY ENGINEER
June 1, 1973

PHONE 268-7201

Metropolitan Planning Department
City Annex Building
Wichita, Kansas

Gentlemen:

This office has examined the road plans for Ranchos Del Rio plat to Sedgwick County, Kansas. We have no objection to these plans.

Very truly yours,

G. C. McLure, Jr., P. E.
Sedgwick County Engineer

N. J. Graham
Engineering Aide II



EMMET A. BLAES
ROETZEL JOCHEMS
ROBERT G. BRADEN
STAN E. WISDOM
BRUCE W. ZUERCHER
CHARLES M. CLINE
RICHARD A. LOYD
LAWRENCE MCDONOUGH
GERALD D. HAAG
—
ROBERT L. HEATH
TIMOTHY E. MCKEE
EDWIN J. DREILING
LARRY K. MEKER

JOCHEMS, SARGENT & BLAES

ATTORNEYS AT LAW
FARMERS & BANKERS BUILDING

200 EAST FIRST STREET
POST OFFICE BOX 2134

WICHITA, KANSAS 67201

(316)282-8443

May 23, 1973

W. D. JOCHEMS
(1886-1960)
J. WIRTH SARGENT
(1894-1905)

J. FRANCIS HESSE
LEONARD A. LEVAND
COUNSEL

Mr. Jack H. Galbraith, Chief Planner
Wichita-Sedgwick County Metropolitan
Area Planning Department
City Building Annex
104 South Main Street
Wichita, Kansas 67214

Subject: S/D 72-120 - Final Plat
of RANCHOS DEL RIO

Dear Mr. Galbraith:

Pursuant to your letter of April 17, 1973,
addressed to Reiss & Goodness Engineers concerning the
above referenced matter, please be advised that the
undersigned hereby certifies that fee title to the
subject property is vested in Tom M. Tomlin and Donna
Tomlin, husband and wife. All taxes due and payable
for the year 1972 and prior years have been paid in full.

Very truly yours,


Stan E. Wisdom

SEW:ja

May 4, 1973
BOUNDARY SURVEY
RANCHO DEL RIO

EXT. LIS: COGO

READY.
RHL-M-24000

ENTER *INPUT OPT*/MODE OPT*/LIST OPT*/OUTPUT OPT*/STORE FILE*
? ?/A/N

ENTER FILE NAME, USER NO., AND LINE NO. LIKE THIS --

FFFFFFFFNNNNLLLLL

? COGO10 R31800100100

1

.000000

.000000

CLOSURE DIST. = 189' 50" 7.6
ACCURACY IS 1 FT. IN 11911 FT.

ACCURACY OUTSIDE ALLOWANCE 1 IN 1000000
TRAVERSE WILL NOT BE CALCULATED
END.

0.288 / 6.767 / 24
OLD.COGO10

READY.
LIST

05/04/73. 13.58.34
PROGRAM COGO10

00100 STR 1 0 0
00110 ADF 1 1 1000000
00120 ADF 1 2 8641.87 0 0 0-0
00130 ADF 2 3 344.46 59 44 30-0
00140 ADF 3 4 663.03 47 45 30-0
00150 ADF 4 5 600.00 47 36 0-0
00160 ADF 5 6 580.76 -22 13 28-0
00170 ADF 6 7 270.59 -19 11 56-0
00180 ADF 7 8 270.99 -5 17 26-0
00190 ADF 8 9 332.19 -19 44 1-0
00200 ADF 9 10 820.00 -22 32 59-0
00210 ADF 10 11 367.57 57 0 0-0
00220 ADF 11 1 2527.16 116 47 29-0
00230 EOR

RUN COMPLETE.

UNS.COGO10

READY.
BYE

MICROFILMED
FROM THE BEST
AVAILABLE COPY

April 17, 1973

Reiss & Goodness Engineers
2160 East Douglas
Wichita, Kansas 67214

Re: S/D 72-120 - Final Plat of
RANCHOS DEL RIO

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on April 16, 1973, the above-captioned plat was considered. The action of the Commission was to recommend that the plat be approved as recommended by the Subdivision Committee, subject to the conditions stated in our letter of April 6, 1973.

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

1. Compliance with the requirements of the Metropolitan Area Planning Commission.
2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
3. Certification by an attorney that fee title is vested in the platlor.
4. Certification that all taxes due and payable for 1972 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: Tom N. Tomlin, Route 1, Valley Center 67147
Jerald R. Jones, 13 Via Roma 67230
Dean Sellers, Assistant City Engineer

April 6, 1973

Reiss & Goodness Engineers
2160 East Douglas
Wichita, Kansas 67214

Subject: S/D 72-120 - Final Plat
of RANCHOS DEL RIO

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, April 5, 1973, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. The street names "Rio Grand Drive" and "Palos Verdes Drive", indicated on the face of the plat shall be changed to read as "Rio Grand Circle" and "Palos Verdes Circle".
- B. Dimensions shall be indicated on the plat to locate the center line of the Little Arkansas River in reference to the westerly line of Reserve A on the plat.
- C. That portion of subject property being dedicated for "riverbank" shall be labeled and dimensioned on the plat.
- D. Ten-foot utility easements adjacent to the north and south sides of Palos Verdes Circle and Rio Grand Drive, and adjacent to the north side of 77th Street North, shall be indicated on the plat.
- E. The applicant shall submit to the Planning Department a copy of the applicant's proposed Home Association Agreement, which shall contain provisions for the improvement and continued maintenance of the access easements and reserve.

Page 2 - Final Plat of RANCHOS DEL RIO
April 6, 1973

- ~~F.~~ The individual septic tank and private water supply systems to be utilized on subject property shall be installed in accordance with the provisions of Environmental Health Department's memo approving the use of such systems.
- ~~G.~~ The applicant's engineer shall submit to the County Engineer appropriate plans and profiles for street and drainage improvements associated with subject plat.
- ~~H.~~ The labeling of the easements indicated on the plat shall be expanded to reflect the type of easement - utility, access, drainage, etc.
- ~~I.~~ Recording of the plat within 30 days after approval by the Board of County Commissioners.

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, April 12, 1973, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rae

Enclosure

cc: Tom N. Tomlin
Route 1
Valley Center, Kansas 67147

Jerald R. Jones
13 Via Roma 67230

Dean Sellers, City Engineering

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 72-120 Name RANCHOS DEL RIO
Date Application Rec'd. 11-9-72 Preliminary Approval 2-1-73
Scheduled S/D Meeting 4-5-73

DESCRIPTION

General Location 1/2 mile west of Valley Center, Kansas on 81st
Street North
Owner Tom N. Tomlin
Surveyor/Engineer Reiss & Goodness Engineers
Address 2160 East Douglas Phone 264-1391

- | | | | |
|---|----------------------|--|-----------------|
| 1. Gross Acreage of Plat | <u>90</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>70</u> R/W <u>1800</u> ft. | |
| Residential | <u>22</u> | b. <u>35</u> R/W <u>2600</u> ft. | |
| Commercial | | c. <u> </u> R/W <u> </u> ft. | |
| Industrial | | d. <u> </u> R/W <u> </u> ft. | |
| Other | | e. <u> </u> R/W <u> </u> ft. | |
| Total Number of Lots | <u>22</u> | TOTAL | <u>4400</u> ft. |
| 3. Minimum Lot Frontage | <u>200</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>87,120</u> sq.ft. | streets? <u>yes</u> <u>X</u> no | |
| 5. Existing Zoning | <u>R</u> | | |
| 6. Proposed Zoning | <u>R</u> | | |
| 9. Public Water Supply No (Yes-No), Name | | | |
| 10. Public Sanitary Sewers No (Yes-No), Name | | | |
| 11. Health Department Approval (where applicable) <u>Yes</u> (Yes-No) | | | |
| 12. City of Wichita <u> </u> : Three-Mile Area <u>X</u> | | | |

STAFF COMMENTS:

- A. The applicant shall submit to the Planning Department a copy of the applicant's proposed Homes Association Agreement, which shall contain provisions for the improvement and continued maintenance of the access easements and Reserve.
- B. The individual septic tank and private water supply systems to be utilized on subject property shall be installed in accordance with the provisions of Environmental Health Department's memo approving the use of such systems.
- C. The applicant shall contact Bob Vinson of the Department of Public Works and the County Planning and Zoning Office relative to appropriate street names for the two cul-de-sac streets.
- D. The applicant's engineer shall submit to the County Engineer, appropriate plans and profiles for street and drainage improvements associated with subject plat.
- E. The labeling of the easements indicated on the plat shall be expanded to reflect the type of easement, utility, access, drainage, etc.
- F. Recording of the plat within 30 days after approval by the Board of County Commissioners.

Reiss & Goodness Engineers
2160 East Douglas
Wichita, Kansas 67214

February 5, 1973

Subject: S/D 72-120 - Preliminary
Plat of RANCHOS DEL RIO

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, February 1, 1973, 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. A block number or letter shall be indicated on the face of the plat.
- B. Right-of-way for a cul-de-sac to terminate 77th Street North at a point to the west of the indicated tree line, shall be indicated on the final plat.
- C. A 15 foot wide access easement and a drainage easement adjacent thereto, extending from the cul-de-sac on 77th Street North east to the west bank of the Little Arkansas River, shall be indicated on the final plat. The applicant and/or his engineer shall contact the County Engineer and M. S. Mitchell of the Maintenance-Flood Control Office relative to the width and location of the drainage easement at the end of the cul-de-sac on 77th Street North.
- D. The applicant's engineer shall contact M. S. Mitchell of the Maintenance-Flood Control Office or the Planning Department for the appropriate "Floodway" language which shall be indicated on the final plat.
- E. Submitting to the Planning Department a copy of the applicant's proposed Homes Association Agreement, which shall contain provisions for the improvement and continued maintenance of the access easements and Reserve.

Page 2 - Preliminary Plat of RANCHOS DEL RIO
February 5, 1973

- F. The individual septic tank and private water supply systems to be utilized on subject property shall be installed in accordance with the provisions of Environmental Health Department's memo approving the use of such systems.
- G. The applicant shall contact Bob Vinson of the Department of Public Works and the County Planning and Zoning Office relative to appropriate street names for the two cul-de-sac streets.
- H. The applicant's engineer shall submit to the County Engineer, appropriate plans and profiles for street and drainage improvements associated with subject plat.
- J. 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.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme

Enclosure

cc: Tom N. Tomlin, Rte. 1., Valley Center, Kansas, 67147
Gerald R. Jones, 13 Via Roma, 67230
Dean Sellers, City Engineering

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 72-120 Name RANCHOS DEL RIO
Date Application Rec'd. 11-9-72 Preliminary Approval _____
Scheduled S/D Meeting 2-1-73

DESCRIPTION

General Location 1/2 mile west of Valley Center, Kansas on 81st
Street North
Owner Tom N. Tomlin
Surveyor/Engineer Reiss & Goodness Engineers
Address 2160 East Douglas Phone 264-1391

- | | | | |
|---|-----------------------|----------------------------------|-----------------|
| 1. Gross Acreage of Plat | <u>90</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>70</u> R/W <u>1800</u> ft. | |
| Residential | <u>22</u> | b. <u>35</u> R/W <u>2600</u> ft. | |
| Commercial | _____ | c. _____ R/W _____ ft. | |
| Industrial | _____ | d. _____ R/W _____ ft. | |
| Other | _____ | e. _____ R/W _____ ft. | |
| Total Number of Lots | <u>22</u> | TOTAL | <u>4400</u> ft. |
| 3. Minimum Lot Frontage | <u>200</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>87,120</u> sq. ft. | streets? <u>yes</u> <u>X</u> no | |
| 5. Existing Zoning | <u>R</u> | | |
| 6. Proposed Zoning | <u>R</u> | | |
| 9. Public Water Supply <u>NO</u> (Yes-No), Name _____ | | | |
| 10. Public Sanitary Sewers <u>NO</u> (Yes-No), Name _____ | | | |
| 11. Health Department Approval (where applicable) <u>yes</u> (Yes-No) | | | |
| 12. City of Wichita _____: Three-Mile Area <u>X</u> | | | |

STAFF COMMENTS:

- A. A block number or letter shall be indicated on the face of the plat.
- B. Submitting to the Planning Department a copy of the applicants proposed Homes Association Agreement, which shall contain provisions for the improvement and continued maintenance of the access easements and Reserve.
- C. The individual septic tank and private water supply systems to be utilized on subject property shall be installed in accordance with the provisions of Environmental Health Department's memo approving the use of such systems.
- D. MAPC Subdivision Regulations require a minimum 0.5% grade on all roads for adequate drainage. Proposed roads on this plat indicate a 0.1 - 0.3% gradient.
- E. Lots 2 and 11 are not in conformance with the 200 foot minimum frontage requirements as set forth in the MAPC Subdivision Regulations.
- F. Rio Grand Drive and Palos Verde Drive shall be relabeled as Rio Grand Circle and Palos Verde Circle.
- G. The applicant shall contact Bob Vinson of the Department of Public Works and the County Planning and Zoning Office relative to appropriate street names for the two cul-de-sac streets.
- 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. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Form 22-021

PAYMENT NOTICE

City of Wichita

PAY AT TREASURER'S OFFICE - FIRST FLOOR

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

DESCRIPTION	AMOUNT
-------------	--------

Electric appliances

Name _____

Address _____

Type _____ Due Date _____

Comments: _____

Date _____ By _____

1/11/13 *Scott Hoadley*

THE CITY OF WICHITA

OFFICE OF Ass't. Superintendent of
Public Works Maint.

DATE Dec. 27, 1972



ON SAFETY
PHASE II

TO Jack Galbraith, Chief Planner - MAPD
FROM M. S. Mitchell

SUBJECT - Sketch Plat of Ranchos del Rio

Reference is made to your staff memorandum of November 27 and conferences with your staff last week. We are returning one copy of the sketch plat with the following comments:

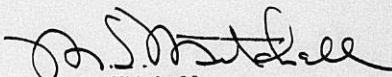
- 1) The engineer has apparently drawn a line centered between the established bank lines as approved by the Division of Water Resources and labeled that center line as property line. It is not the purpose of the established bank lines to fix or locate an individual's property line.
- 2) With a few minor exceptions the right established bank line forms the east and north edge of the shaded area.
- 3) The design section for this reach of the Little Arkansas River has been drawn on the enclosed copy of the sketch plat. It features a 90 ft. bottom pilot channel 5 ft. deep with 15 ft. wide level berms either side flanked by side slopes which are 4 horizontal to 1 vertical. Normally this section would be carried to an elevation 3 ft. above design water surface or natural ground whichever is higher.
- 4) At this location it would be possible to leave the right bank low and utilize the shaded area as an overflow section or "floodway" if we are able to control building pad elevations on those lots which are adjacent to the shaded reserve.
- 5) If this method of treatment is chosen, we recommend that the plat dedicate the area between the east property line and the top of bank line as shown on the sketch plat by a heavy blue line. The remainder of the reserve could then be designated "floodway". Throughout most of the area the dedication line is approximately 30 ft. west of the right established bank line.

The existing Valley Center sewage treatment plant which occupies the left bank of the River opposite Lot 1, Block 3, presents a problem which will necessitate relocation of the right established bank line across the easterly portion of the Lot. An overlay drawing showing the proposed relocation and corresponding dedication and floodway

Jack Galbraith, Chief Planner
Subject: Sketch Plat of Ranchos del Rio
Dec. 27, 1972
Pg. 2

lines is attached to the sketch plat. There may be some problems develop in draining the street system into the River and we suggest a conference between your staff, the engineer, the County Engineer and Flood Control.

I trust this information is sufficient to permit you to respond to the sketch plat; however, if further information or discussion is desired, please advise.



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

MSM/glm

cc: G. H. Wilton
Little Arkansas River File
County Engineer
Ranchos del Rio plat File
Reiss & Goodness, Attn: Kenny Hill

Attachs.

*Drawing has been sent to Reiss &
Goodness*

December 26, 1972

Reiss & Goodness Engineers
2160 East Douglas
Wichita, Kansas 67214

Subject: S/D 72-120 - Sketch Plat
of Ranchos del Rio. Generally
located on the east side of West
Street between 77th and 81st
Streets North.

Gentlemen:

We have reviewed the above referred to sketch plat and find that there are several adjustments which need to be made in the design of the plat involving additional dedication for the Little Arkansas River, lot sizes, length of cul-de-sac streets, additional street rights-of-way, etc. In early discussions with Mr. Hill of your office, we discussed the possibility of 77th Street North, although a section line road, being designated as a collector on the plat. Said street does not cross the Little Arkansas River to the east, nor does it cross the protection drainage ditch approximately $1\frac{1}{4}$ miles west of subject property. The County Engineer was contacted regarding this matter and although he agreed that 77th Street North would function as a collector instead of a major arterial street in this area, he advised that a full 100 feet of right-of-way to the Major Street Standard was necessary in order to improve the drainage ditch system along 77th Street to the extent needed to adequately drain the surrounding area to the Little Arkansas River.

It was also determined when discussing the plat with M. S. Mitchell of the Flood Control Office that street right-of-way for 77th Street North should extend to the river bank in order to provide access for river bank maintenance. Mr. Mitchell also pointed out that additional dedication for river bank was needed from subject property and that minimum building pad elevations may need to be established on some of the lots indicated along the river bank.

It should be noted that both of the cul-de-sac streets indicated in the subdivision exceed the maximum length of 600 feet as specified in the MAPC Subdivision Regulations. It would appear that both cul-de-sac streets could be reduced in length by backing lots into the proposed reserve along the river bank, and access to the proposed reserve could be by way of an easement across lots as is indicated on Blocks 1, 2 and 3. Lots 6 and 7, Block 3 each contain less than 2 acres as is required for a minimum lot size in the existing R-Rural Residential zoning on subject property. With these comments in mind we hereby authorize the preparation of a preliminary plat based on the following conditions and comments:

- OK A. The applicants engineer shall contact M. S. Mitchell of the Maintenance-Flood Control Office relative to additional river bank dedication and proper labeling thereof to be indicated on the preliminary plat.
- OK B. Indicating 75 feet of half street right-of-way for West Street in accordance with the MAPC Subdivision Regulations, at the intersection of West Street and 81st Street North, on the preliminary plat.
- OK C. Indicating 50 feet of right-of-way for the north half of 77th Street North, on the preliminary plat.
- OK D. Reducing the length the proposed cul-de-sac streets to more nearly meet the maximum length of 600 feet specified in the MAPC Subdivision Regulations.
- OK E. A 30 foot building setback from all streets shall be indicated on all lots.
- OK F. Adjusting the lotting arrangement in Block 3 so that all lots meet the 2 acre required lot size.
- G. Submitting to the Planning Department a copy of the applicants proposed Homes Association Agreement, which shall contain provisions for the improvement and continued maintenance of the access easements and Reserve.
- H. The individual septic tank and private water supply systems to be utilized on subject property shall be installed in accordance with the provisions of Environmental Health Department's memo approving the use of such systems.
- I. Requirements for a preliminary plat of the MAPC Subdivision Regulations (see Article 5-301,302).

Page 3 - Sketch Plat of Ranchos del Rio
December 26, 1972

J. The applicant shall also be advised that the guarantee for the street and drainage improvements associated with subject property, will be a requirement of the plat approval.

Enclosed is a marked "engineers copy" of the sketch plat for your information and files. If you have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme

Enclosure

cc: Jerald R. Jones, 13 Via Roma, 67230

November 27, 1972

M. S. Mitchell, Assistant Superintendent
Public Works Maintenance

John Richter, Planning Analyst

Sketch plat of Ranchos del Rio

Enclosed is a sketch plat of Ranchos del Rio located on the northeast corner of 77th Street North and West Street. Present zoning of this site is "R" (Rural Residential). Please review this plat and return your comments so that further consideration may be given to this plat for the applicants.

JR:rme

Enclosure

THE WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH

OFFICE OF ENVIRONMENTAL HEALTH

DATE November 8, 1972
1-0186

TO Curt Newby, Junior Planner

FROM *JS* Steve Innes, Environmental Health Engineer

SUBJECT Percolation Tests
Ranchos del Rio

Soil percolation tests on this addition generally located $\frac{1}{2}$ mile west of Valley Center south of 81st Street North between West Street and the Little Arkansas River indicate an acceptable rate of less than 45 minutes.

Individual wells and septic systems are approved for the property with the following conditions:

1. That for two bedroom homes the septic system consist of a minimum of a 750 gallon tank and 300 feet of lateral line.
2. That for a three or four bedroom home the system consist of a 1,000 gallon tank and 400 feet of lateral minimum.
3. That at such time as public sewers are available, they are utilized.
4. That before each installed individual septic system is covered, the Health Department is notified for inspection.

fs

cc: Kenny Hill,
Reiss & Goodness Engineers
2160 East Douglas



Map No.: _____
 Section No.: _____
 Twp. No.: _____
 Range: _____

S/D No. 72-120

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Ranchos del Rio
 General Location: 1/2 mile west of Valley Center, Kansas on 81st Street North

Name of Property Owner: Tom N. Tomlin
 Address: Rt. 1, Valley Center, Kansas 67147 Phone: 55-1639
 Name of Subdivider: Jerald R. Jones
 Address: 13 Via Roma, Wichita, Kansas 67230 Phone: 733-1331
 Name of Agent/Surveyor: Reiss & Goodness Engineers
 Address: 2160 E. Douglas Ave., Wichita, Kansas 67214 Phone: 264-1391
 Date of Application: 10-19-72

SUBDIVISION INFORMATION:

- | | | | |
|--------------------------|--------------------------|--------------------------------------|-------------------------------|
| 1. Gross Acreage of Plat | <u>90</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. 1800 R/W | <u>70</u> ft. |
| Residential | <u>22</u> | b. 2600 R/W | <u>35</u> ft. |
| Commercial | <u>0</u> | c. _____ R/W | _____ ft. |
| Industrial | <u>0</u> | d. _____ R/W | _____ ft. |
| Other | <u>0</u> | e. _____ R/W | _____ ft. |
| Total Number of Lots | <u>22</u> | TOTAL | <u>4400</u> ft. |
| 3. Minimum Lot Frontage | <u>200</u> ft. | 8. Sidewalk adjacent to all streets? | <u>yes</u> <u>x</u> <u>no</u> |
| 4. Minimum Lot Area | <u>2</u> acres _____ ft. | | |
| 5. Existing Zoning | <u>R</u> | | |
| 6. Proposed Zoning | <u>R</u> | | |
9. Public Water Supply No (Yes-No), Name _____
 10. Public Sanitary Sewers No (Yes-No), Name _____
 11. Health Department Approval (where applicable) Yes (Yes-No)
 12. City of Wichita Three-Mile Area X

The owner herein agrees to comply with the Subdivision Regulations for the Wichita-Sedgwick County Metropolitan Area, as approved, and all other pertinent ordinances of the City of Wichita and/or Resolutions of Sedgwick County, Kansas, and Statutes of the State of Kansas. He further agrees that he waives the 60-day statutory period in which the Planning Commission or governing body must act. In addition, it is agreed that all costs of recording the plat and supplemental documents thereto with the Register of Deeds, as well as all costs of publication of initiating resolutions approving any petition for improvement, 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: Tom N. Tomlin

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

Received by Carl Newby
 Date 11-9-72
 Fee Submitted None