

Bcx 81-2

PLAT. NO. S/D 80-13 MAP NO. 5950

NAME WATERFORD NORTH

LOCATION: Southwest corner of Rock Road and 29th St. North

ENGINEER Bill G. Yung Design

OWNER Comotara Development Company, et al

APPLICATION FILED 2-22-80

SKETCH PLAT FILED _____

PRELIMINARY FILED 2-22-80

S/D ACTION 3-6-80 approve

FINAL FILED 9-12-80

S/D ACTION 10-2-80 approve

MAPC ACTION 10-9-80 approve

BCC ACTION 11-4-80 Approved

RECORDED 1/6/81

REMARKS _____

S/D 80-13 - WATERFORD NORTH - South
west corner of Rock Rd. & 29th St.
North. Bill G. Yung Design

*Posted at
7-13-80*

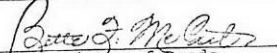
ACTION

	DATE
S/D COMMITTEE (Admin) approve	3-6-80
S/D (final) approve	10-2-80
M.A.P.C. approve	10-9-80
B.C.C./B.-CO.-C. Approved	11-4-80

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

S/D 80-13 n
Map 5950
asht. D-0975

_____ WATERFORD NORTH ADDITION was
filed for record on January 6, 1981



Register of Deeds

Return to: Wichita-Sedgwick County
Metropolitan Area Planning Department
(Inter-Office Mail)

T9-328

Approved H-380



COMOTARA

**Sycamore Village
Homeowner's Manual
Waterford Addition**

KANSAS
COUNTY
FOR RECORD AT
A.M.

JUN 27 1977

3 35853
BETIE F. MCCARTY
REGISTER OF DEEDS

Original Compared
With Record

FIM 251 FILE 1537

AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by WICHITA DEVELOPMENT COMPANY, a Delaware corporation ("WDC"), and the other persons whose signatures appear below, all of whom are hereinafter collectively referred to as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of certain property in Wichita, Sedgwick County, Kansas, which is more particularly described as all of Sycamore Village Addition and all of Sycamore Village Second Addition to the City of Wichita, Sedgwick County, Kansas except Lot A and Lots 1 through 10 inclusive of Block 1, thereof; and

WHEREAS, there may be included within the Properties certain parks and Common Areas which are to be available for the common use and enjoyment of owners and residents of residential properties included within the Properties; and

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to all property comprising the Properties to insure the proper maintenance and government of said Common Areas, and the rights of property owners and residents therein; and

WHEREAS, it is the purpose and intention of this Declaration that all of the Properties shall be held and/or conveyed subject to the restrictions and conditions contained in this Declaration; and

WHEREAS, there shall be established the Village Owners Association, consisting of the owners of residential and multiple residential lots or parcels of property included within the Properties. The Village Owners Association shall be hereinafter referred to as the "Association"; and

WHEREAS, WDC may, but shall not be required to, convey additional real property to the Association;

NOW, THEREFORE, Declarants hereby declare that all of the properties described above (hereinafter referred to as the "Properties") shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS

Section 1. The Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Kansas.

Section 2. Membership in the Association shall be mandatory for each owner of a single residential lot or of a parcel of property to be used for multiple residential purposes located within the Properties. Each of such land-owners is hereinafter referred to as an "Owner".

Section 3. Member shall be defined as every person or entity who or which is a record Owner of a fee or undivided fee interest in any lot or parcel, but not including any Owners who have sold their interest under executory contract. During such time as such contract is in force, the contract vendee shall be considered to be the member of the Association.

Section 4. The word "Lot" as used herein, shall mean a lot as set forth in any recorded plat within the Properties; provided that where property has been attached or detached from any Lot, the enlarged Lots and/or the diminished Lots shall be deemed to be a "Lot"; provided further, two or more Lots which are combined into a single homestead shall be deemed to be one "Lot" for the purpose of computing voting rights and liability for maintenance charges hereunder.

Section 5. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all Owners as defined above of single residential Lots. Class A Members shall be entitled to two votes for each Lot in which they hold the interest required for membership. When more than one person holds any such interest in any Lot, all such persons shall be Members. The two votes for such Lot shall be exercised as the Owners of such Lot may determine among themselves. Notwithstanding the foregoing, WDC shall be entitled to six votes for each single residential Lot of which it is the Owner.

Class B. Class B Members shall be the Owners of all parcels to be used for multiple residential purposes including the owners of condominium apartments. A Class B Member shall be entitled to one vote for each dwelling unit owned by the Class B Member. Class B Members owning vacant multiple residential parcels shall be entitled to a vote equal to that to which they would be entitled were said properties developed with the maximum number of dwelling units permitted under the approved plan of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. The Declarants hereby dedicate and convey to each Class A and Class B Member, a right and easement of enjoyment in and to the common areas described above, hereinafter collectively referred to as "Common Area", and WDC hereby covenants for itself, its successors and assigns that it will convey a fee simple title to the Common Area to the Association hereinafter described, free and clear of all encumbrances and liens, from time to time. The Association shall be responsible for payment of taxes and insurance on the Common Area and for the proper maintenance of the open spaces and for compliance with this Agreement.

Section 2. The title to the Common Area vested in the Association shall be subject to the rights and easement of enjoyment in and to such Common Area by its Members. Said easement shall not be personal but shall be considered to be appurtenant to said lots and parcels, whether specifically set forth in deeds to the lots and parcels or not.

Section 3. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be binding upon the members of the Association and all residents of the development.

Section 4. The Common Area may be used for recreation, hiking, nature study, picnicking, or other uses for the benefit of its Members which may be determined by the Association. Recreational facilities, including but not limited to clubhouses, swimming and wading pools, tennis courts, picnic shelters, grills and fireplaces, playground equipment and similar items may be constructed in the Common Area by the Association or WDC if done in conformance with the Ordinances of the City of Wichita, Kansas. All residents of Sycamore Village and guests accompanying said residents shall have equal access to the Common Area and all facilities located thereon, subject to rules and regulations established by the Association including the right to place limitations on the number of guests and the right to limit or exclude residents and their guests if such residents or the Members owning the property in which they reside are in default in the payment of assessments or in the performance of any other obligation required by this Declaration.

Section 5. Notwithstanding any other provision of this Declaration, WDC reserves the right to grant easements within the Common Area for the installation, repair and maintenance of water mains, sewers, drainage courses, and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area. WDC also reserves the right to maintain a sales and rental office within the Common Area or within any clubhouse constructed thereon.

WDC, any assignee of WDC taking advantage of these privileges shall pay to the Association a reasonable charge for use and occupancy of it which shall be determined by the Association. The Association shall have the right to mortgage any part, parts or all of the Common Areas in connection with the borrowing of money in the furtherance of any of its purposes authorized herein, and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder. The Association shall have the right to suspend the rights of any member in connection with the Common Areas for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

ARTICLE III

COVENANTS AND MAINTENANCE ASSESSMENTS

Section 1. All of the residential Lots and multiple residential parcels of the Members of the Association located within and comprising the Properties shall be subject to an annual assessment charge to be paid by the respective Owners thereof, to the Association annually in advance on the 1st day of January, in each year, commencing with January 1 following occupancy of the first dwelling unit. The Board of Directors of the Association may permit the annual assessment charge to be paid in installments payable either semi-annually, quarterly or monthly.

Section 2. Each year the Board of Directors of the Association shall, prior to November 1, determine the total amount to be raised by the annual assessment charge for the next succeeding year. This sum so determined shall be divided by the total number of votes to which the Class A and Class B Members are entitled collectively, such fraction to be known as "assessment unit". The annual charge applicable to the Owner of each residential Lot or multiple residential dwelling unit shall be computed by multiplying the "assessment unit" by the number of votes to which the Class A or Class B Member is entitled. Should

the Board of Directors of the Association at any time determine in its sole discretion that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Common Areas, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

Section 3. The assessment fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: for improving and maintaining the Common Area and other property of the Association, roadways and entryways of the development; for planting trees and shrubbery and the care thereof; for expenses incidental to the proper operation and maintenance of clubhouses, swimming pools, tennis courts or similar recreational facilities located within the Common Area; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property, for removing grass or weeds, for constructing, purchasing, maintaining or operating any community service, for purchase of insurance, or for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the Members; for expenses incidental to the examination of plans and the enforcement of these restrictions or any other building restrictions applicable to said property, for the payment of operating expenses of the Association or for any other purpose within the purposes for which the Association is incorporated.

Section 4. All assessment charges which shall remain due and unpaid thirty (30) days after they are due, shall thereafter be subject to interest at the rate of eight percent (8%) per annum.

Section 5. It is expressly understood and agreed that the annual assessment charge shall be a lien and encumbrance on the Lot or condominium apartment with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any of said Lots, parcels or apartments the owner (not including thereby the mortgagee as long as he is not the Owner) from time of acquiring title thereto shall be held to have covenanted and agreed to pay

to the Association, all charges provided for herein which were then due and unpaid to the time of his acquiring the title, and all such charges thereafter falling due during his ownership thereof. A certificate in writing issued by the Association or its agent shall be given on demand to any owner or prospective purchaser liable, or who may be liable, for said charges, which shall set forth the status of said charges. This certificate shall be binding upon the parties hereto.

Section 6. The lien provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot, parcel or apartment shall not affect the assessment lien. The sale or transfer of any Lot, parcel or apartment which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, however, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot, parcel or apartment from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. By his acceptance of title each Owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable, or otherwise, which may in the opinion of the Association be necessary or advisable for the collection of such charge or charges.

Section 8. Maximum Annual Assessment.

(a) The maximum annual assessment for the calendar year ending December 31, 1977, shall be \$60.00 per Lot. The maximum annual assessment may be increased for any subsequent year to an amount which is not more than 5% above the maximum permitted annual assessment for the previous year without a vote of the membership of the Association.

(b) The annual assessment for any year commencing after December 31, 1977, may be increased to an amount greater than that permitted by subsection (a) of this Section 8 only by an affirmative vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Association (hereinafter called the "Board") may fix the annual assessment at an amount not in excess of the maximum amounts set forth in this Section 8.

Section 9. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

ARTICLE IV

COVENANTS FOR MAINTENANCE

Section 1. Maintenance of Lots and Improvements; Lien. Each Owner (other than WDC) shall keep all Lots owned by him and all improvements therein or thereon, in good order and repair, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If in the opinion of the Architectural Committee, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by

a two-thirds (2/3) decision of the Board, and after fifteen (15) days' written notice to such Owner to remedy such default, shall have the right, through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, repaint and restore such Lot or Lots or such improvements and the cost thereof (hereinafter sometimes called the "Maintenance Charge") shall be a binding personal obligation of such Owner and the cost may mature into a lien enforceable in the same manner as a mortgage upon the Lot(s) in question in the following manner: the Association may record an Affidavit of Nonpayment of Maintenance Charge in the office of the Register of Deeds of Sedgwick County, Kansas stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property, and (c) the amount of the Maintenance Charge which is unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon the property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Approval Required. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein or thereto be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by WDC, its agents, assignees or successors. In the event WDC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Such plans and specifications shall be in such form and shall contain such information as may be required by WDC, but in any event shall include (a) a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot or Lots (including proposed front, rear and side set-backs) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot or Lots; and (ii) a grading plan for the particular Lot or Lots.

Section 3. Retention of Approved Plans and Specifications. Upon approval by WDC of any plans and specifications submitted hereunder a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Association, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Section 4. Removal and Alteration of Structures; Lien. (a) If any structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by WDC pursuant to the provisions of this Article, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein, and, upon written notice from WDC, any such structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or realtered, and any such use shall be terminated, so as to extinguish such violation.

(b) If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association or WDC shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof

shall be a binding, personal obligation of such Owner and the cost may mature into a lien (enforceable in the same manner as a mortgage) upon the Lot(s) in question in the following manner: The Association or WDC may record an Affidavit of Nonpayment of Removal or Alteration Charges in the office of the Register of Deeds of Sedgwick County, Kansas stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property and (c) the amount of the Removal and Alteration Charges which are unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon the property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.

(c) In the event a lien is obtained pursuant to this Section and thereafter the Removal or Alteration Charges plus interest at the rate of eight percent (8%) per annum shall be fully paid, the Association or WDC shall within ten (10) days following payment file with the Register of Deeds of Sedgwick County, Kansas, an affidavit of Payment of Removal or Alteration Charges which Affidavit shall (a) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which has been satisfied, (b) state the legal description of the property affected and (c) state the name(s) of the Owner(s) of the property. The recording of the Affidavit of Payment of Removal or Alteration Charges shall fully and completely release the lien referred to in said Affidavit and said Affidavit shall be conclusive evidence to any purchaser or encumbrancer or as to any title insurer to title examiner that the pre-existing lien has been fully and completely released and discharged.

(d) In the event of any transfer, sale or assignment of any Lot or Lots to a bona fide purchaser, and in the event that no Affidavit of Nonpayment of Removal or Alteration Charges has been recorded as provided in this Section prior to such transfer, sale or assignment, any such Affidavit filed subsequent to the above-referenced transfer, sale or assignment shall be invalid and unenforceable.

Section 5. Certificate of Compliance. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Architectural Committee, WDC shall, upon written request of the Owner thereof, issue a Certificate of Compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed, and stating that the plans and specifications, the location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such Certificate shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of this Section 5 shall be prima facie evidence of the facts therein stated and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer or title examiner, such Certificate shall be conclusive evidence that all structures on the Lot, and the use or uses described therein comply with all the requirements of this Declaration as to which WDC exercises any discretionary or interpretive powers.

Section 6. Right of Inspection. Any agent of WDC or the Association may at any reasonable time or times enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither WDC, the Association, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 7. No Liability. Neither WDC, the Association, nor any officer, director, member, agent or employee thereof, shall be liable to any Owner or to any person, firm, corporation or other entity for any damages arising from any performance or non-performance of any duties or functions under this Article V.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

Section 1. Structures; Division of Lots; Utilities; Trailers; and Fences. Without the prior written approval of WDC:

(1) No previously approved structure shall be used for any purpose other than that for which it was originally designed;

(2) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;

(3) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained;

(4) No boat, boat trailer, house trailer, camper, camper trailers or similar items shall be stored in the open on any Lot; and

(5) No fence shall be erected on any Lot.

Section 2. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Kansas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 3. Rights of City of Wichita. In the event that the Association, its successors or assigns, shall fail at any time to maintain the Common Area or fail in any manner to fulfill its obligations relating to the Common Area, the City of Wichita may serve a written Notice of

Delinquency upon the Association setting forth the manner in which the Association has failed to fulfill its obligations. Such notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, 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 Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of Declarant may be assessed against the Common Areas in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Common Areas. Should the Association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may within the twenty-day period to be provided in said Notice, apply for a hearing before the Board of City Commissioners to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

Section 4. Trees. No tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of the Association. The Association in its discretion may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. The Association may designate certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section, the Association and its agents may come upon any Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Association nor its agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

Section 5. Animals. No birds, animals or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or

agricultural business enterprise involving the use of animals be conducted on the Properties without the express written consent of the Association. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot.

Section 6. Signs. No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein. The Association may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed.

Section 7. Temporary Buildings. No temporary building, trailer, garage, basement, tent, outbuilding or building in the course of construction shall be used temporarily or permanently as a residence on any Lot.

Section 8. No Storage; Trash. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot or on any of the Common Areas, except building materials may be stored on a Lot during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Association, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Properties.

Section 9. Pipes. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 10. Association May Trim or Prune. The Association shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the Association, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days prior written notice of such action.

Section 11. Motor Vehicles. No motor vehicles of any type other than maintenance vehicles shall be operated on any of the Common Area or the sidewalks and bicycle paths located in the Common Areas.

Section 12. Sight Lines. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the quadrilateral area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a bounded property corner, from the intersection of the street lines extended past the corner. The same sight line restrictions shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to avoid obstruction of such sight lines.

Section 13. Noxious, Dangerous and Offensive Activities Prohibited. No noxious, dangerous or offensive activity or thing shall be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

Section 14. Maintenance of Drainage Channels and Swales. Each Owner shall maintain, mow and keep in good repair and condition all drainage channels and swales located on any Lot owned by such Owner.

ARTICLE VII

ZONING AND SPECIFIC RESTRICTIONS

Section 1. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws, rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or this Declaration shall be taken to govern and control.

ARTICLE VIII

RESIDENTIAL PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Limited to Residential Lots. The provisions of this Article shall relate solely to Lots zoned for residential purposes.

Section 2. Home Professions and Industries. No profession or home industry shall be conducted in or on any part of a Lot or in any improvements thereon on the Properties without the specific written approval of the Association. The Association, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Association, to be compatible with a high quality residential neighborhood. The following activities, without limitation, may be permitted by the Association in its discretion: music, art and dancing classes and seamstress services.

Section 3. Model Homes and Real Estate Offices. All else herein notwithstanding, with the written approval of the Association, any Lot may be used for a model home or for a real estate office until all homes in the development are sold.

Section 4. Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use or unless the same is enclosed by a fence or other enclosure at least six (6) inches higher than such hanging articles, provided such fence or other enclosure is approved by the Association. No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance of a private residence.

Section 5. Association Discretion. Notwithstanding any other provisions herein, the Association may authorize any Owner with respect to his Lot to:

- (1) temporarily use a single-family dwelling house for more than one (1) family;
- (2) locate structures other than the principal dwelling house within set-back areas; and
- (3) use structures other than the principal dwelling house for residence purposes on a temporary basis.

Section 6. Requirement to Plant Lawn and Trees, Shrubs or Bushes. As soon as practicable after completion of a residence on a Lot, the Owner thereof shall plant a lawn and at least fifteen (15) perennial shrubs, bushes or trees on such Lot.

ARTICLE IX
ENFORCEMENT

Section 1. Enforcement. The Association, WDC, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now

or hereafter imposed by the provisions of this Declaration. Failure by the Association, WDC, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X
ADDITIONAL LAND

Section 1. Additional Land. WDC may, from time to time, annex additional real property owned by it on the date this Declaration is recorded in the office of the Register of Deeds of Sedgewick County, Kansas, including additional Common Areas, to the Properties, and thereby subject the same to all of the terms, provisions and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of Sedgewick County, Kansas, of an instrument expressly stating an intention so to annex and describing: such additional real property to be so annexed. During that twenty (20) year period commencing with the date of the recording of this Declaration, WDC, its successors or assigns, may annex such additional real property to the Properties in its absolute discretion. From and after the termination of said twenty (20) year period, such additional real property may be annexed to the Properties provided that each such annexation is approved in writing by two-thirds (2/3) of the Members of the Association entitled to vote.

ARTICLE XI
POWER OF ASSIGNMENT AND DELEGATION

Section 1. Power to Assign and Delegate. WDC shall have the right and power to assign and delegate to the Association or any successor or successors thereto, at any time and from time to time, all or any part of any of the rights, powers, and authority, contained in this Declaration.

ARTICLE XII
SEVERABILITY

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

ARTICLE XIII
AMENDMENT

Section 1. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owner(s) of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owner(s) of not less than seventy-five percent (75%) of the Lots and recorded in the office of the Register of Deeds of Sedgwick County, Kansas, or any other public office, instruments affecting real property located in Sedgwick County, Kansas as may hereafter be established.

ARTICLE XIV
REPEAL OF ALL PRIOR DECLARATIONS

Section 1. Repeal of Amended Declaration. Upon the recording of this Declaration, the Declaration of Covenants, Conditions and Restrictions, dated as of January 26, 1976, recorded in the office of the Register of Deeds of Sedgwick County, Kansas, on March 10, 1976 at Film 180, page 1222, et. seq. as amended by an amendment dated May 28,

1976, recorded in the office of the Register of Deeds of Sedgwick County, Kansas, on June 16, 1976, on Film 195, page 854 et. seq. shall be repealed, superseded, and revoked in their entirety.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein have executed this Declaration as of this 14th day of June, 1977.

WICHITA DEVELOPMENT COMPANY

By Alvin Schmitt

"WDC"

ACKNOWLEDGMENT

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

BE IT REMEMBERED, that on this 14 day of June, 1977, before me, a notary public within and for the county and state aforesaid, came Allen D. Schutte, Vice President of Wichita Development Company, a Delaware corporation, who is personally known to me and known to me to be the same person who executed the foregoing Amended Declaration of Covenants, Conditions and Restrictions, that said person duly acknowledged before me his execution of the same as and for his free and voluntary act and deed; that said person duly acknowledged before me his authority to execute the same as the Vice President of Wichita Development Company, for and on behalf of and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Ellen Joy Klein
Notary Public

My Commission Expires:

ELLEN JOY KLEIN
Notary Public, State of New York
No. 47-22983
Qualified in Queens County
Commission Expires March 30, 1978

The undersigned, CITIBANK, N.A., with offices at 399 Park Avenue, New York, New York, being the holder of mortgages encumbering the real property described in the above and foregoing Amended Declaration of Covenants, Conditions and Restrictions, does hereby consent to the imposition of the above and foregoing Amended Declaration of Covenants, Conditions and Restrictions on said real property and to the recording of the same in the office of the Register of Deeds, Sedgwick County, Kansas.

Dated: 14 June, 1977

CITIBANK, N.A.

ATTEST:

W. C. [Signature]

By [Signature]

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.

BE IT REMEMBERED, that on this 14 day of June, 1977, before me, the undersigned, a notary public duly commissioned in and for the county and state aforesaid, came Allen D. Schutte, and Michael [Signature], who are each personally known to me and known to me to be the Vice President and Assistant Vice President respectively, of Citibank, N.A., and to be the same persons who executed the above and foregoing instrument, and they duly acknowledged their execution of the same for and on behalf of and as the free and voluntary act and deed of said Citibank, N.A., for the uses and purposes therein set forth.

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

Ellen Joy Klein
Notary Public

My Commission Expires:

ELLEN JOY KLEIN
Notary Public, State of New York
No. 47-22983
Qualified in Queens County
Commission Expires March 30, 1978

NOTICE OF ADDITIONAL ANNEXATION

Pursuant to Article X, Section 1, Additional Land, of the AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, filed of record on June 27, 1977, in the offices of the Register of Deeds, Sedgwick County, Kansas, WICHITA DEVELOPMENT COMPANY, a Delaware corporation and DECLARANT in said Amended Declaration hereby expresses its intention to, and does hereby, annex the following described real property, to wit:

All of Sycamore Village Third Addition to the City of Wichita, Sedgwick County, Kansas.

to all of the covenants, conditions, and restrictions of said Amended Declaration, to the same effect as if the above described real property had been originally covered and included in said Amended Declaration. Provided further, that the following additional restrictions shall apply to, and have effect on, only Sycamore Village Third Addition, which is being annexed by the filing of this document.

Off-Street Parking Requirements - All Lots within Sycamore Village Third Addition shall provide four (4) off-street parking spaces per lot.

Parking shall be on the east side of all cul-de-sacs on the north side of Twenty-Fourth Street North; on the west side of all cul-de-sacs on the south side of Twenty-Fourth Street North; on the south side of all cul-de-sacs on the east side of Rutland; on the south side of all cul-de-sacs on the west side of Rutland; on the north and east side of Ayesbury and Governour respectively; and on the south side of Twenty-Fourth Street North between the west line of Rutland and the east line of Governour.

Parking shall be on the east side of all streets on the north side of Twenty-Fourth Street North and on the west side of all streets on the south side of Twenty-Fourth Street North.

IN WITNESS WHEREOF, the undersigned, being the attorney-in-fact of WICHITA DEVELOPMENT COMPANY, has executed this Notice of Additional Annexation as of this 3rd day of August, 1978

WICHITA DEVELOPMENT COMPANY

BY *Robert R. Fox*
Robert R. Fox

STATE OF KANSAS
REGISTER OF DEEDS
JUL 3 1978
3 97253
WICHITA DEVELOPMENT COMPANY
BY *Robert R. Fox*

Original Compared
With Record

ACKNOWLEDGMENT

STATE OF KANSAS }
COUNTY OF SEDGWICK } ss.

BE IT REMEMBERED, that on this 3rd day of August, 1978, before me, a notary public within and for the county and state aforesaid, came Robert R. Fox, attorney-in-fact for Wichita Development Company, a Delaware corporation, who is personally known to me and known to me to be the same person who executed the foregoing Notice of Additional Annexation to the Amended Declaration of Covenants, Conditions and Restrictions, that said person duly acknowledged before me his execution of the same as and for his free and voluntary act and deed; that said person duly acknowledged before me his authority to execute the same as the attorney-in-fact for Wichita Development Company, for and on behalf of and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

My Commission Expires: May 17, 1981

Notary Public
Carolyn A. Owen



CONSENT OF MORTGAGE HOLDER

The undersigned, CITIBANK, N.A., with offices at 399 Park Avenue, New York, New York, being the holder of mortgages encumbering the real property described in the above and foregoing Notice of Additional Annexation to the Amended Declaration of Covenants, Conditions and Restrictions, does hereby consent to the imposition of the above and foregoing Amended Declaration of Covenants, Conditions and Restrictions on said real property and to the recording of the same in the office of the Register of Deeds, Sedgewick County, Kansas.

Dated: August 3, 1978

CITIBANK, N.A.

ATTEST:

[Signature]

By *[Signature]*

Robert R. Fox

STATE OF KANSAS }
COUNTY OF SEDGWICK } ss.

BE IT REMEMBERED, that on this 3rd day of August 1978, before me, the undersigned, a notary Public duly commissioned in and for the county and state aforesaid, came Robert R. Fox, and who are each personally known to me and known to me to be the ~~attorney-in-fact~~ and respectively, of Citibank, N.A., and to be the same persons who executed the above and foregoing instrument, and they duly acknowledged their execution of the same for and on behalf of and as the free and voluntary act and deed of said Citibank, N.A., for the uses and purposes therein set forth.

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

Notary Public

Carolyn R. Owen

My Commission Expires: May 17, 1981



Sycamore Village

B.C.C. 2-24-76
Plat recorded 3-8-76

Original covenants signed 1-26-76; recorded 3-10-76. Common area defined. No provision for later addition of other lands to this association. Amendment filed 6-14-76

Sycamore Village Second

B.C.C. 12-21-76
Plat recorded 3-1-77

No requirement for revised homeowners association because the reserves in the first addition were not replatted.

Amended declaration of covenants recorded 6-27-77. Includes provision for additional annexations.

Sycamore Village Third

B.C.C. 8-29-78
Plat recorded 9-8-78

Nature of additional annexation executed 8-3-78, recorded 8-3-78

Leaves out definition of common area

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 80-13 Name Waterford North
Application & Sketch Filed: 2-22-80
Preliminary Plat Filed: 2-22-80 Approved by S/D: 3-6-80
Final Plat Filed: 9-12-80 Approved by S/D: 10-2-80
Approved by Metropolitan Area Planning Commission: 10-9-80

DESCRIPTION

General Location: west of Rock Road in an area south of 29th St. North

Surveyor or Engineer: Van Doren-Hazard-Stallings
Owner: Wichita Development Company
Address: 2471 Hathway Circle, 67226

- | | |
|--|---|
| 1. Gross Acreage of Plat <u>62.4</u> | 6. Access Control |
| 2. Number of Lots | St. <u>Rock Road</u> No. Openings <u>None</u> |
| Residential <u>157</u> | St. _____ No. Openings _____ |
| Commercial _____ | St. _____ No. Openings _____ |
| Industrial _____ | 7. Req'd Improvements |
| Other _____ | St. Paving <u>x</u> Water <u>x</u> |
| Total Number of Lots: <u>157</u> | Sidewalk <u>x</u> Drainage <u>x</u> |
| 3. Minimum Lot Area: <u>7872 sq. ft.</u> | Sewer <u>x</u> Other _____ |
| 4. Existing Zoning: <u>AA w/C.U.P.</u> | |
| 5. Special Problems Discussed: _____ | |

100% petitions have been submitted guaranteeing water, sanitary sewers, storm sewers, street paving and sidewalks. Gouverneur Road has been dedicated by separate document and paving has been guaranteed all the way to 29th Street North. A certificate confirming the petitions has been submitted for recording. A covenant providing for four off-street parking spaces per dwelling unit located on lots adjacent to 58-foot streets has been submitted for recording. This entire subdivision is being made a part of existing homeowners' association for the Sycamore Village plats and will be subject to the same maintenance responsibilities of the "common areas." In this regard, a "Notice of Additional Annexation" along with a "Consent of Mortgage Holder" has been submitted for recording.

Planning Commission Recommendation: That this plat be approved subject to recording within 30 days after approval by the Board of City Commissioners.

Bayouth moved, Wright seconded and it carried unanimously. Goebel, Hennessy and Savina were absent.

→ Petition on Clerk's agenda

11-11-80

ACTION: Accept the dedication of right-of-way for Gouverneur Road; receive and file the water engineering reasibility report, adopt the resolution of finding and the resolution ordering and directing the water system improvement; accept the petitions and instruct the Director of Law to prepare the necessary resolutions; instruct the City Clerk to file the Street Dedication, Certificate of Petitions, Declaration of Protective Covenants (parking restriction), Notice of Additional Annexation and Consent of Mortgage Holder with the Register of Deeds, the recording cost of which shall be billed to the applicant; approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Issued by:
THE SECURITY ABSTRACT &
TITLE COMPANY, INC.
434 North Main Street
Wichita, Kansas 67202
(316) 267-8371

CHICAGO TITLE INSURANCE COMPANY

Alvin W. Long
President.

ATTEST:

Chester C. McLaughlin
Secretary.

John P. [Signature]
Authorized Signatory



SCHEDULE B

Upon payment of the full consideration to, or for the account of, the grantors or mortgagors, and recording of the deeds and/or mortgages, the form and execution of which is satisfactory to the Company, the policy or policies will be issued containing exceptions in Schedule B thereof to the following matters (unless the same are disposed of to the satisfaction of the Company):

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs): 1979 Taxes \$1102.04 Paid. (Key #C-171-UP) Covers the W/2 NE/4 6-27-2E. 1978 Taxes \$226.74 not paid 1979 Taxes \$709.44 + not paid (Key #C-176-UP) Covers SE/4 NE/4 exc that part platted as part of Sycamore Village Third in 6-27-2E. *see receipts*
9. Pipeline easement granted to Kanab Pipe Line Company over a portion of the Northeast Quarter of Section 6, Township 27 South, Range 2 East in Book Misc. 310, Page 556, and Book Misc. 495, Page 351.
10. Easement over the South 50 feet of the South Half of the NE/4 of Section 6 for construction and maintenance of an electric transmission line, as granted to Kansas Gas and Electric Company, in an instrument filed May 16, 1974, on Film 49, Page 1224 and on Film 101, Page 1185, which instrument imposes restrictions as to the vertical height and horizontal distance of structures, buildings, or trees adjacent to said 50-foot easement. *see copy of plat*
11. Terms and provisions of Ordinance 33-543 City of Wichita filed on Film 121, Page 797 provides for the delay in commencement of payment of special assessments for a period of time or until platting of subject property.
12. It is noted for informational purposes only, and not as an exception to title which will appear in our policy, that captioned property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Certificates, Resolutions, Amended Resolutions and Ordinances.

(see added page)

(Schedule continued)

FORM 3147R-4-67

Policy Number _____
OwnersPolicy Number _____
Loan

13. (a) Second Mortgage dated March 2, 1973, executed by Jack P. DeBoer Associates, Inc., to First National City Bank, filed March 2, 1973, in Book 50, Page 342. (with other property)
- (b) Consolidated Mortgage dated March 5, 1973, executed by Jack P. DeBoer Associates, Inc., to First National City Bank, filed March 5, 1973, in Book 50, Page 723. (with other property)
- (c) Supplemental First Mortgage dated May 4, 1973, executed by Jack P. DeBoer Associates, Inc., to First National City Bank, filed May 4, 1973, in Book 57, Page 1437. (with other property)
- (d) Second Supplemental First Mortgage dated August 13, 1973, executed by Comotara, Inc., to First National City Bank, filed November 1, 1973, in Book 80, Page 323. (with other property)
- (e) Mortgage dated October 15, 1973, executed by Wichita Land Company, to First National City Bank, filed December 7, 1973, in Book 83, Page 1281. (with other property)

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

Older

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Issued by:
THE SECURITY ABSTRACT &
TITLE COMPANY, INC.
434 North Main Street
Wichita, Kansas 67202
(316) 267-8371

CHICAGO TITLE INSURANCE COMPANY

Alvin W. Long
President.

ATTEST:

Chester C. McCallough
Secretary.

David R. Hensler
Authorized Signatory



CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusion from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

SCHEDULE A

Number
278919

Effective Date
July 20, 1979 @ 7:00 A. M.

Superseded

1. Owners Policy to be issued: ALTA Form B - 1970 (Amended 10-17-70) Amount: unknown

Proposed Insured:

Metropolitan Area Planning Department

Loan Policy to be issued: ALTA Form 1970 (Amended 10-17-70) Amount:

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title thereto is at the effective date hereof vested in:

Wichita Land Company

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

Beginning at the center of Section 6, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas; thence Westerly along the South line of the Northwest Quarter of said Section 6 bearing South 89°20'11" West, 1327.13 feet to the Southeast Corner of Hinkle's Addition, an Addition to Wichita, Sedgwick County, Kansas; thence Northerly along the East line of said addition bearing North 0°55'45" West, 1329.58 feet to the South line of Pepperwood Addition, an Addition to Wichita, Sedgwick County, Kansas; thence along the boundary of Pepperwood Addition bearing North 89°19'04" East, 130.00 feet; thence North 0°55'45" West, 561.93 feet to the centerline of an existing 33 foot wide Kaneb pipeline easement; thence Southeasterly along said centerline bearing South 74°37'37" East, 1247.83 feet to the East line of said Northwest Quarter; thence Southerly along said East line bearing South 0°54'32" East, 1546.83 feet to the point of beginning.

SCHEDULE B

Upon payment of the full consideration to, or for the account of, the grantors or mortgagors, and recording of the deeds and/or mortgages, the form and execution of which is satisfactory to the Company, the policy or policies will be issued containing exceptions in Schedule B thereof to the following matters (unless the same are disposed of to the satisfaction of the Company):

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs): Year 1977 Taxes \$1,268.11 + Not Paid. Key #C-177-UP. Pd
Year 1978 Taxes \$1,367.24 + Not Paid. Key #C-177-UP. Pd 8/10/77
9. City of Wichita Ordinance No. 33-543 provides that the owners of captioned property are granted a delay in commencement of special assessments for construction of Main 7, Sanitary Sewer No. 23, for a period of 15 years, provided however that all such special assessments shall become due and payable at the time such property is platted or developed, or the expiration of the designated period of delay, as filed on Film 121, Page 797.
10. Easement granted to Kansas Gas and Electric Company over the West 100 feet of the East 125 feet of the Northwest Quarter of Section 6, Township 27 South, Range 2 East, on Film 40, Page 947, and on Film 113, Page 1270.
11. Right of Way for pipeline purposes to Kanab Pipe Line Company over a portion of captioned property as disclosed by instrument filed October 9, 1953, in Book Misc. 310, Page 556, and instrument filed February 7, 1962, in Book Misc. 495, Page 351.
12. It is noted for informational purposes only and not as an exception to title which will appear in our policy, that captioned property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Certificates, Resolutions, Amended Resolutions and Ordinances.

(See Added Page)

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the

undersigned, Wichita Development Company & Woodlawn Development Company

being the owner of the following described real estate in Sedgwick County, Kansas, to wit:

A 70.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at a point on the south line of the northwest quarter of Section 6, Township 27 south, Range 2 east of the 6th P.M., 652.84 feet westerly from the center of said Section 6, said south line bearing S 89° 20' 11" W; thence northerly along a curve to the left having a central angle of 3° 40' 13", a radius of 358.10 feet, a length of 22.94 feet and a chord 22.94 feet long bearing N 0° 54' 38" E; thence along a curve to the right having a central angle of 60° 40' 12", a radius of 348.90 feet, and a length of 369.45 feet; thence N 59° 44' 42" E, 314.55 feet; thence along a curve to the left having a central angle of 60° 39' 15", a radius of 411.85 feet and a length of 435.98 feet, to a point 843.10 feet northerly and 10.00 feet easterly from the center of said Section 6; thence northerly parallel to and 10.00 feet east of the east line of said northwest quarter bearing N 0° 54' 32" W, 1834.74 feet to the north line of said Section 6.

do hereby dedicate the above described real estate to the public for

Street Right of Way purposes.

Robert R. Fox
Robert R. Fox
Attorney in Fact for
Wichita Development Company

C. J. Nelson
C. J. Nelson
President
Woodlawn Development Company

STATE OF KANSAS
ss:
SEDGWICK COUNTY

BE IT REMEMBERED, that on this 7th day of November
19 80, came Robert R. Fox and C. J. Nelson

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Submitted to the Wichita-Sedgwick County Metropolitan Area Planning Commission and the Board of Commissioners of the City of Wichita, Kansas and approved by said Board of Commissioners of the City of Wichita, Kansas.

Constance R. Dawson
Notary Public

My Appointment Expires May 17, 1981

My Appointment Expires:

this _____, 19__



D E D I C A T I O N

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, Wichita Development Company

being the owner of the following described real estate in Sedgwick County, Kansas, to wit:

A 70.00 foot wide strip of land, the centerline of which is described as follows:

Beginning at a point on the south line of the northwest quarter of Section 6, Township 27 south, Range 2 east of the 6th P.M., 652.84 feet westerly from the center of said Section 6, said south line bearing S 89° 20' 11" W; thence northerly along a curve to the left having a central angle of 3° 40' 13", a radius of 358.10 feet, a length of 22.94 feet and a chord 22.94 feet long bearing N 0° 54' 38" E; thence along a curve to the right having a central angle of 60° 40' 12", a radius of 348.90 feet, and a length of 369.45 feet; thence N 59° 44' 42" E, 314.55 feet; thence along a curve to the left having a central angle of 60° 39' 15", a radius of 411.85 feet and a length of 435.98 feet, to a point 843.10 feet northerly and 10.00 feet easterly from the center of said Section 6; thence northerly parallel to and 10.00 feet east of the east line of said northwest quarter bearing N 0° 54' 32" W, 1834.74 feet to the north line of said Section 6.

do hereby dedicate the above described real estate to the public for _____ Street Right of Way _____ purposes.

Executed this 23rd day of September, 19 80.

Robert R. Fox
Robert R. Fox
Attorney in fact for
Wichita Development Company

SUPERSEDED

STATE OF KANSAS

ss:

SEDGWICK COUNTY

BE IT REMEMBERED, that on this 23rd day of September,

19 80, came Robert R. Fox

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Submitted to the Wichita-Sedgwick County Metropolitan Area Planning Commission and the Board of Commissioners of the City of Wichita, Kansas and approved by said Board of Commissioners of the City of Wichita, Kansas.

Caralyn P. Over
(Notary Public)

My Appointment Expires:

My Appointment Expires May 17, 1981



this _____, 19 _____

City Clerk

DECLARATION OF PROTECTIVE COVENANTS

This Declaration, made this 4th day of November,
1980, by Wichita Development Company, (the "Declarant").

WITNESSETH: That,

Whereas, Declarant is the owner of certain real property in
Wichita, Sedgwick County, Kansas, which is more particularly described as
Waterford North, an addition to Wichita, Sedgwick County, Kansas (the
"Addition"); and

Whereas, it is necessary to establish certain protective covenants
to insure the proper development and adequate maintenance of the Addition.

Now, Therefore, Declarant hereby declares that all of said
Addition shall be held, sold, and conveyed subject to the following protec-
tive covenants which shall run with said real property and be binding on
all parties having any right, title, or interest therein or any part there-
of, their heirs, successors, and assigns, and shall inure to be the benefit
of each owner thereof.

1. Offstreet Parking Requirement. All Lots within Block 4,
Lots 1 through 15, Block 3, Lots 1 through 25, Block 5, Lots 6 through 41,
Block 1, Lots 1 through 21, Block 2, and Lots 40 through 44, Block 3 shall
provide four (4) offstreet parking spaces per dwelling unit.

2. Common Areas. Common areas are defined as all "reserves"
and "floodways" so identified on final plats for Sycamore Village, Sycamore
Village Second Addition, Sycamore Village Third Addition and Waterford
North.

IN WITNESS WHEREOF, Declarant has executed this Declaration as
of this 4th day of November, 1980.

WICHITA DEVELOPMENT COMPANY

By _____

Robert R. Fox
Attorney-in-Fact for
Wichita Development Company

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

Be it remembered that on this 4th day of November,
1980, before me, a Notary Public in and for said State and County, came
the Wichita Development Company by Robert R. Fox, Attorney-in-fact for
Wichita Development Company, to me personally known to be the same person
who executed the foregoing instrument of writing and duly acknowledged
the execution of the same. In testimony whereof I have hereunto set my
hand and affixed my notarial seal the day and year above written.

Notary Public

My Appointment expires: _____
My Appointment Expires May 17, 1981



superseded

DECLARATION OF PROTECTIVE COVENANTS

This Declaration, made this 23rd day of October, 1980, by Wichita Development Company, (the "Declarant").

WITNESSETH: That,

Whereas, Declarant is the owner of certain real property in Wichita, Sedgwick County, Kansas, which is more particularly described as Waterford North, an addition to Wichita, Sedgwick County, Kansas (the "Addition"); and

Whereas, it is necessary to establish certain protective covenants to insure the proper development and adequate maintenance of the Addition.

Now, Therefore, Declarant hereby declares that all of said Addition shall be held, sold, and conveyed subject to the following protective covenants which shall run with said real property and be binding on all parties having any right, title, or interest therein or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

1. Offstreet Parking Requirement. All Lots within Block 4; Lots 1 through 15, Block 3; Lots 1 through 25, Block 5; Lots 6 through 41, Block 1; Lots 1 through 21, Block 2; and Lots 40 through 44, Block 3 shall provide four (4) off-street parking spaces per dwelling unit.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 23rd day of October, 1980.

Wichita Development Company

By: Robert R. Fox
Robert R. Fox,
Attorney in fact for
Wichita Development Company

STATE OF KANSAS

ss:

COUNTY OF SEDGWICK

Be it remembered that on this 23rd day of October, 1980, before me, a Notary Public in and for said State and County, came the Wichita Development Company by Robert R. Fox, Attorney in fact for Wichita Development Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.

Carylyn R. Owen
Notary Public

My Appointment Expires May 17, 1991

My Appointment Expires: _____



NOTICE OF ADDITIONAL ANNEXATION

Pursuant to Article X, Section 1, Additional Land, of the AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, filed of record on June 27, 1977 on page 1537, film 251, in the offices of the Register of Deeds, Sedgwick County, Kansas, WICHITA DEVELOPMENT COMPANY, a Delaware corporation and DECLARANT in said Amended Declaration hereby expresses its intention to, and does hereby, annex the following described real property, to wit:

All of Waterford North Addition to the
City of Wichita, Sedgwick County, Kansas,

to all of the covenants, conditions and restrictions of said Amended Declaration, to the same effect as if the above described real property has been originally covered and included in said Amended Declaration.

IN WITNESS WHEREOF, the undersigned, being the attorney-in-fact of WICHITA DEVELOPMENT COMPANY, has executed this Notice of Additional Annexation as of this 4th day of November, 1980.

WICHITA DEVELOPMENT COMPANY

BY: Robert R. Fox
Robert R. Fox

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 4th day of November, 1980, before me, a notary public within and for the county and state aforesaid, came Robert R. Fox, attorney-in-fact for Wichita Development Company, a Delaware corporation, who is personally known to me and known to me to be the same person who executed the foregoing Notice of Additional Annexation to the Amended Declaration of Covenants, Conditions and Restrictions, that said person duly acknowledged before me his execution of the same as and for his free and voluntary act and deed; that said person duly acknowledged before me his authority to execute the same as the attorney-in-fact for Wichita Development Company, for and on behalf of and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Carolyn R. Owen
Notary Public

My appointment Expires:
My Appointment Expires May 17, 1981



CONSENT OF MORTGAGE HOLDER

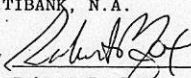
The undersigned, CITIBANK, N.A., with offices at 399 Park Avenue, New York, New York, being the holder of mortgages encumbering the real property described in the above and foregoing Notice of Additional Annexation to the Amended Declaration of Covenants, Conditions and Restrictions, does hereby consent to the imposition of the above and foregoing Amended Declaration of Covenants, Conditions and Restrictions on said real property and to the recording of the same in the office of the Register of Deeds, Sedgwick County, Kansas.

Dated: October 24, 1980

CITIBANK, N.A.

ATTEST:

By


Robert R. Fox

Alma Davis Suter

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 24th day of October, 1980, before me, the undersigned, a notary public duly commissioned in and for the county and state aforesaid, came Robert R. Fox and _____, who are each personally known to me and known to me to be the Attorney-In-Fact and _____, respectively, of Citibank, N.A., and to be the same persons who executed the above and foregoing instrument, and they duly acknowledged their execution of the same for and behalf of and as the free and voluntary act and deed of said Citibank, N.A., for the uses and purposes therein set forth.

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

Candlyn R. Owen
Notary Public

My Commission Expires:
My Appointment Expires May 17, 1981



NOTICE OF ADDITIONAL ANNEXATION

superceded

Pursuant to Article X, Section 1, Additional Land, of the AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, filed of record on August 3, 1978, in the offices of the Register of Deeds, Sedgwick County, Kansas, WICHITA DEVELOPMENT COMPANY, a Delaware corporation and DECLARANT in said Amended Declaration hereby expresses its intention to, and does hereby, annex the following described real property, to wit:

All of Waterford North Addition to the City of Wichita, Sedgwick County, Kansas,

to all of the covenants, conditions and restrictions of said Amended Declaration, to the same effect as if the above described real property has been originally covered and included in said Amended Declaration.

IN WITNESS WHEREOF, the undersigned, being the attorney-in-fact of WICHITA DEVELOPMENT COMPANY, has executed this Notice of Additional Annexation as of this 24th day of October, 1980.

WICHITA DEVELOPMENT COMPANY

By *Robert R. Fox*
Robert R. Fox

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 24th day of October, 1980, before me, a notary public within and for the county and state aforesaid, came Robert R. Fox, attorney-in-fact for Wichita Development Company, a Delaware corporation, who is personally known to me and known to me to be the same person who executed the foregoing Notice of Additional Annexation to the Amended Declaration of Covenants, Conditions and Restrictions, that said person duly acknowledged before me his execution of the same as and for his free and voluntary act and deed; that said person duly acknowledged before me his authority to execute the same as the attorney-in-fact for Wichita Development Company, for and on behalf of and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Carolyn R. Owen
Notary Public

My Appointment Expires:
My Appointment Expires May 17, 1981



CERTIFICATE

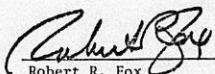
City of Wichita)
Sedgwick County) ss
State of Kansas)

I, Wichita Development Company, owner and plat-
tor of Waterford North Addition, do hereby
certify that petitions for the following improvements have been submitted to the
Board of Commissioners of the City of Wichita, Kansas:

1. Pavement
2. Sanitary Sewer
3. Storm Water
4. Water
- 5.
- 6.
- 7.

As a result of the above-mentioned petitions for improvements, lots within
Waterford North Addition may be subject to special
assessments assessed thereto for the cost of construction the above-described im-
provements.

Signed this 22nd day of October, 1980.



Robert R. Fox
Attorney in fact for
Wichita Development Company

City of Wichita)
Sedgwick County) ss
State of Kansas)

Be it remembered that on this 22nd day of October, 1980, before
me, a notary public in and for said County and State, came Robert R. Fox
to me personally known to be the same person who executed the fore-going instrument
of writing and duly acknowledge the execution of same.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial
seal the day and year above written.

Carolyn R. Owen
Notary Public

My Appointment Expires:

My Appointment Expires May 17, 1981





KANSAS GAS AND ELECTRIC COMPANY

October 22, 1980

Metropolitan Area Planning Commission
455 North Main
Wichita, Kansas 67202

Attention: Louise Oliverez

Dear Sir:

This is to advise that KG&E has no objection to paving of Longfellow across our 50 foot easement as proposed in plat of Waterford North Addition.

In the event KG&E does not have minimum clearance of 26 feet over the proposed street it will be necessary that the developer reimburse our company for the expense of obtaining the required code clearance.

Building setback and use of the property is set out in our original easement and attached Exhibit "A" granted on this property.

I am enclosing a copy of the instrument for MAPC information.

Yours truly,

Robert L. Blevins
Senior Estimator

RLB:pw
cc: Van Doren-Hazard-Stallings

The undersigned as grantor does hereby grant and convey to KANSAS GAS AND ELECTRIC COMPANY, a corporation, its successors and assigns, as grantee, a Right-of-Way easement to clear timber, trim necessary trees for and build, rebuild and add on to, maintain, alter, repair, operate and remove transmission lines consisting of poles, towers, wires, underground lines and conduit, tile and/or corridors and circulation chambers, equipment and fixtures over, across, through and under the following described lands situated in Sedgwick County, State of Kansas, to-wit:

The South fifty (50) feet of the Southwest 1/4 of the Northeast 1/4 of Section 6 and the South fifty (50) feet of the North 1/2 of Section 5, all in Township 27 South, Range 2 East.

with the right of ingress and egress to and from the same. In exercising its rights of ingress and egress the grantee shall, whenever practicable, use existing roads and lanes, and shall repair any damage caused by its use thereof.

Grantor agrees that it will not locate any building, subterranean structure, object or other improvement requiring excavation (except that which will not interfere with Grantee's installations), hay stack, straw stack, trees, structure or any combustible material, within the Right-of-Way. The said grantor, its successors and assigns to fully use and enjoy the said premises except for and subject to the rights of grantee for the purposes hereinbefore granted to said grantee, its successors or assigns, who by its acceptance hereof and entry upon the premises for the use thereof hereby agrees to pay any and all damages which may be caused to crops, fences and to the surface of the land resulting from movement of equipment, in the building, maintaining and operating of said lines; said damages, if not mutually agreed upon to be ascertained and determined by three disinterested persons, one of whom shall be selected by the said grantor(s), heirs or assigns, the second by the grantee, its successors or assigns, and the third by the two so appointed as aforesaid. The awards of such three persons to be final and conclusive.

The vertical height and horizontal distance of structures, buildings or trees adjacent to the above described Right-of-Way will not exceed the limits prescribed by sketch marked Exhibit "A" attached hereto and made a part hereof. In the event trees should grow to a height which exceeds the limits prescribed by said Exhibit "A", Grantee may trim or top said trees to a safe and reasonable distance from the conductor wires. Receipt of payment of one dollar and other good and valuable considerations herefor is hereby acknowledged.

Dated this 21st day of February, 1973.

Original Compared With Record

Jack P. DeBoer Associates, Inc.

By Frank L. Markel

copy retained

ATTEST: Wanda M. Wood (Secretary)

APPROVED: AS TO FORM LEGAL DEPT. 7.D.B.

STATE OF KANSAS SEDGWICK COUNTY FILED FOR RECORD AT 4:00 P.M.

FEB 28 1973 NO. 1 44587 JOHN HALE REGISTER OF DEEDS

STATE OF KANSAS)) SS: COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 21st day of February, 1973, before me, a notary public in and for the said County and State, came

Frank L. Markel, Vice President of Jack P. DeBoer Associates, Inc., who is to me personally known to be the same person who executed the foregoing instrument as Jack P. DeBoer Associates, Inc., and duly acknowledged the execution of the same as the legal deed of Jack P. DeBoer Associates, Inc.

WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal, this 21st day of February, 1973.

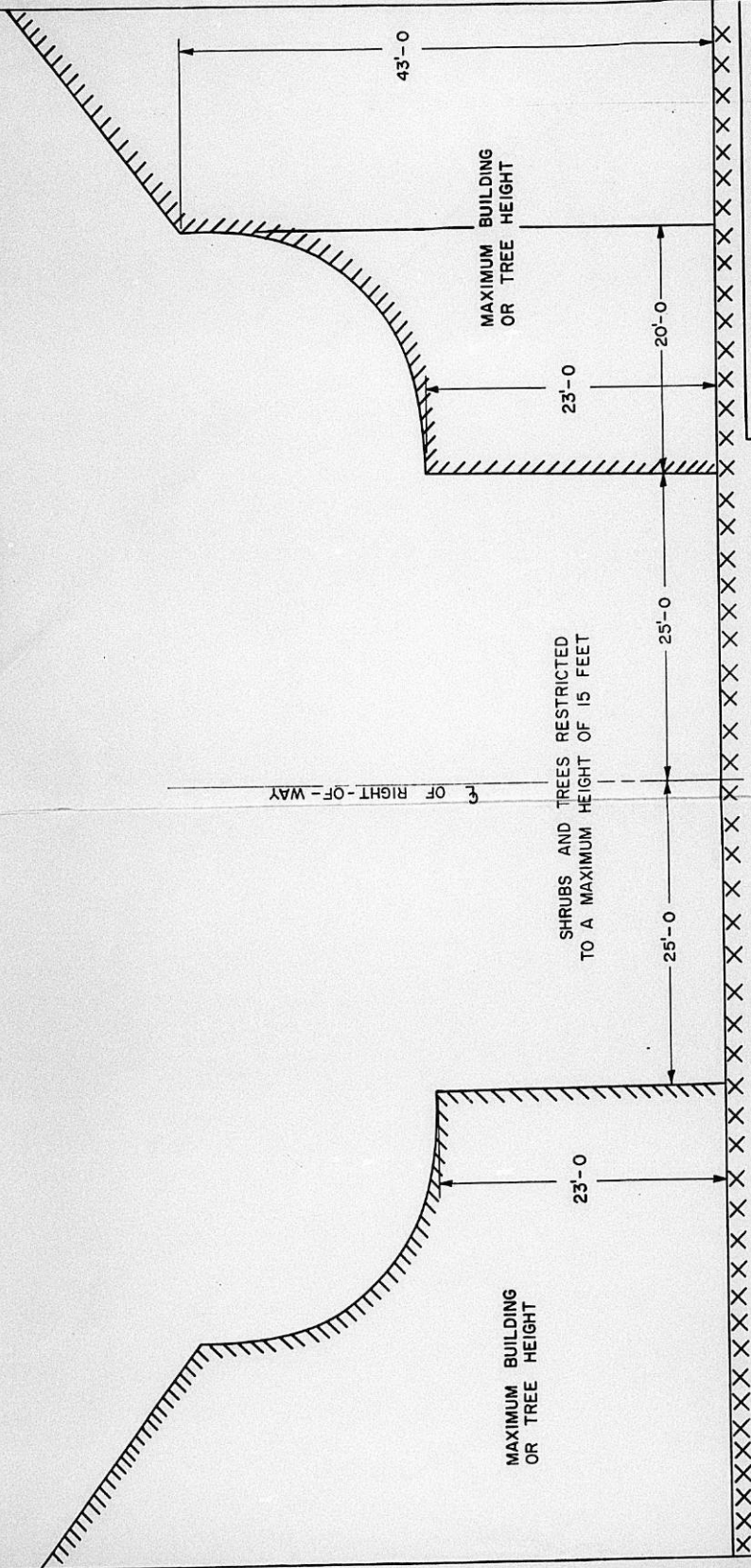
NOTARY PUBLIC WANDA M. WOOD SEDGWICK CO. KANS.

Lola Palanca Notary Public Sedgwick

My commission expires June 24, 1973

5.00 Paul D. Winterburg K.G. & E. Co. Box 203 City 67201

EXHIBIT "A"



NORTHEAST-MIDIAN 138KV LINE
 RIGHT-OF-WAY REQUIREMENTS
 THRU THE COMOTARA AREA

DR. JET	CK. <i>[Signature]</i>	APPROVED	SCALE 1/8" = 1'-0"	SH. OF	CHIEF ENGINEER
DATE 12-6-72	KANSAS GAS AND ELECTRIC COMPANY	ENGINEERING DEPT.	WICHITA, KANSAS		
NO.	DATE	REVISION	BY	CK	APP.

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS 67203

TAX RECEIPT

THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:
1. INFORMATION ON ITEMS TAXED

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID	BREAK DOWN		
10,000	142.370	1,423.70		1,423.70	1,325.23			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN

TAXED ITEMS

1978 REAL ESTATE
W 1/2 NE 1/4

SEC 6-27-2E

2. RECEIPT VALIDATION R444 BLK 0337 0259779 IK 04-03-80 1,197.19 130.04
RECEIVED 02/23/80

78-0- -C-00171-00UP- 6702
WICHITA LAND CO
WICOMOTARA PROPERTIES INC
2225 HATHWAY CIR
WICHITA KS 67202

C-171-UP

received
02/23/80

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS. 67203

TAX RECEIPT

THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:
1. INFORMATION ON ITEMS TAXED

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID		
10,550	104.250	1,102.04		1,102.04	1,120.52		
					BREAK DOWN		
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES

1979 REAL ESTATE
N 472 NE 1/4
SEC 6-27-22

2. RECEIPT VALIDATION 4075 BLH 0337 0359861 ZM 04-03-80 1,102.04 19.48

75-0- -C-00171-00UP- 6702
WICHITA LAND CO
WICHITA PROPERTIES INC
9225 HATHWAY CIR
WICHITA, KS 67226

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS 67203

TAX RECEIPT

THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:

1. INFORMATION ON ITEMS TAXED

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID			
5,470	113.370	622.40		622.40	632.84			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN

1978 REAL ESTATE
NE 1/4 SEC 6-27-2E

TAXED ITEMS

DUPLICATE

DATE: _____
CLERK: _____

2. RECEIPT VALIDATION 4095 DLR 0001 0007007 BK 04-05-80 622.40 10.44

78-1- C-00171-0001-00UP 6702
 WICHITA DEVELOPMENT CO
 % TRUBIN SILLCOCKS EDELMAN & KNAPP
 375 PARK AVE
 NEW YORK NY 10022

C-171-1-UP

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS 67203

TAX RECEIPT

THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:

1. INFORMATION ON ITEMS TAXED

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID			
	113.370		621.16	621.16	593.01			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN

TAXED ITEMS

79 REAL ESTATE
NE 1/4 NE 1/4 SEC 6-27-2E

2. RECEIPT VALIDATION R114 9LH 0327 0359965 JK 01-02-80 621.16 71.86
REDEMPTION 02130

79-0- -C-00171-0001-000P 6702
WICHITA DEVELOPMENT CO
% TRUBIN SILLCOCKS EDELMAN & KNAPP
375 PARK AVE
NEW YORK NY 10022

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS 67203

TAX RECEIPT

THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:
1. INFORMATION ON ITEMS TAXED

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID			
570.00	0.000000	570.00		570.00	412.00			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN

1979 REAL ESTATE
NE 1/4 NE 1/4 SEC 6-27-2E

TAXED ITEMS

2. RECEIPT VALIDATION R253 BLH 0340 0487034 BK 10-21-80 572.94 41.83
REDEMPTION 02194

79-2 -C-00171-0001-06UP 6702
WICHITA DEVELOPMENT CO
% TRUBIN SILLCOCKS EDELMAN & KNAPP
375 PARK AVE
NEW YORK NY 10022

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS 67203

TAX RECEIPT

THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:
1. INFORMATION ON ITEMS TAXED

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID			
	104.360		596.54	596.54	606.54			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN

79 REAL ESTATE
NE 1/4 NE 1/4 SEC 6-27-2E

TAXED ITEMS

DUPLICATE

DATE: _____

CLERK: _____

RECEIPT VALIDATION 4075 BLN 6557 6559615 BK 04 03-00 596.54 10.00

79-0- -C-00171-0001-00UP 6702
WICHITA DEVELOPMENT CO
% TRUBIN SILLCOCKS EDELMAN & KNAPP
375 PARK AVE
NEW YORK NY 10022

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS 67203

TAX RECEIPT

THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:
1. INFORMATION ON ITEMS TAXED

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID			
2,000	14.7	294.74		294.74	294.74			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN

1978 REAL ESTATE TAXED ITEMS
SE 1/4 NE 1/4 EXC PART PLATTED AS PART OF OYDAMORE VILLAGE THIRD
SEC 6-27-2E

2. RECEIPT VALIDATION R253 BLH 0345 C487003 BK 10-21-80 224.74 42.56
REDEMPTION 02134

78-2- -C -00174-00UP- 4702
WICHITA DEVELOPMENT-06
% TRUBIN SILLCOCKS EDELMAN & KNAPP
375 PARK AVE
NEW YORK NY 10022

C-176-UP

SEDGWICK COUNTY TREASURER,
 -COURTHOUSE, WICHITA, KS 67203

TAX RECEIPT

THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:
1. INFORMATION ON ITEMS TAXED

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID			
2,000	100.725	201.45	500.72	702.17	702.17			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN

TAXED ITEMS

1979 REAL ESTATE
 SE 1/4 NE 1/4 EXC PART PLATTED AS PART OF SYCAMORE VILLAGE THIRD
 SEC 6-27-2E

2. RECEIPT VALIDATION R253 BLH 0346 0487032 3K 10-21-80 709.44 51.03
 REDEMPTION 92195

79-0- -C -00176-00UP- 4702
 WICHITA DEVELOPMENT CO
 % TRUBIN SILCOCKS EDELMAN & KRAPP
 375 PARK AVE
 NEW YORK NY 10022

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS. 67203
SALE/REDEMPTION NO: 77-01887

DATE: 8-16-79

PAYER: Wichita Land Co
HAS THIS DAY PAID TO COUNTY TREASURER,
FOR THE REDEMPTION OF THE REAL ESTATE
DESCRIBED BELOW FROM THE SALE OF THE
FIRST TUESDAY IN SEPTEMBER, 1978

COUNTY TREASURER
BY: [Signature]

~~Wichita Land Co~~
~~1 K S Sweet Associates~~
~~PO Box 245~~
~~King of Prussia PA 19406~~

WICHITA LAND CO
1 K S SWEET ASSOCIATES
PO BOX 245
KING OF PRUSSIA PA 19406

E 1/2 NW 1/4 SEC 6-27-2E
'9 1,268.11 163.70

77RE-05-0025-13-6
C-00177-000F
FULL 6702

1,431.81 R436 804967

CA
 CK
 TAX
 CHG

INT. AFTER SALE
112.57

TOTAL
1431.81

GENERAL TAX	MISC. SPECIALS	TAX AMOUNT	INT. & ADV. BEFORE SALE	SALE AMOUNT
1,268.11		1,268.11	50.38 78	1,119.24
			<u>765.70</u>	

IF PROPERTY OWNER OR MAILING ADDRESS IS INCORRECT, ADVISE THE COUNTY CLERK'S OFFICE.

C-177-UP

MAKE CHECKS PAYABLE TO
 SEDGWICK COUNTY TREASURER
 P.O. BOX 2909 WICHITA, KANSAS 67201

TAX STATEMENT

IMPORTANT: IF THIS
 STATEMENT IS \$10.00 OR LESS
 IT MUST BE PAID IN FULL.

VALUATION	MILL LEV	GENERAL TAX	OTHER TAX	HALF TAX	TOTAL DUE			
12,060	113.370	1,367.24			1,367.24			
18.09	202.89	663.36	5.81	459.01	18.09			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BONDS	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN
1978 REAL ESTATE		TAXED ITEMS		UNPAID TAXES ??				
E 1/2 NW 1/4 SEC 6-27-2E								
6A AUG 10 79								
1,367.24		63.31		1,430.55		6195		690670

INCOME UNDER 10,000? AFTER JANUARY 1, HOMESTEAD & SALES TAX REFUND FORMS
 AVAILABLE FROM KANSAS DEPT. OF REVENUE OR COUNTY CLERK, IF YOU QUALIFY. 7-112

-C-00177-00UP-
 INSTRUCTIONS ON BACK



78-RE-95-0926-02-7 67-02
 WICHITA LAND CO
 2225 HATHAWAY
 WICHITA KS 67226

CA _____
 CK _____

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS 67203

TAX RECEIPT

THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:

1. INFORMATION ON ITEMS TAXED

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID			
11,740	104.360	1,225.19		1,225.19	1,225.19			
17.61	202.20	527.59	4.39	455.79	17.61			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN

1979 REAL ESTATE TAXED ITEMS
E 1/2 NW 1/4 EXC N 70 FT FOR ST SEC 6-27-2E

2. RECEIPT VALIDATION 2025 ERA C302 C031053 3K 11-16-9 1,225.19 .00

BALANCE DUE: .00

79-0- -C -00177-00UP- 6702
WICHITA LAND CO
KOMOTARA PROPERTIES INC
2225 HATHAWAY
WICHITA KS 67226

October 9, 1980

Van Doren-Hazard-Stallings
Attention: Ken Bengtson
Suite 250, 260 N Rock Road
Wichita, Ks. 67206

Re: S/D 80-13 - Final plat of Waterford North

Dear Mr. Bengtson:

At the regular meeting of the Metropolitan Area Planning Commission on Thursday, October 9, 1980, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of October 3, 1980.

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:

- 10-22-80 1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 9-12-80 2. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the plattor.
- 10-30-80 3. Certification that all taxes due and payable for 1979 and prior years have been paid.

Please call if you have any questions.

Very truly yours,

Louise Olivarez
Senior Planner

LO:bh

cc: Wichita Dev. Co., Inc., Attention: Robert Fox, 2471 Hathway Circle,
67226

October 3, 1980

Van Doren-Hazard-Stallings
Attention: Ken Bengtson
Suite 250, 260 N. Rock Rd.
Wichita, Ks. 67206

Re: S/D 80-13 - Final plat of Waterford North

Dear Mr. Bengtson:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, October 2, 1980, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- petition* ✓ A. The street on the west side of the plat shall be designated as "Gouverneur" and the west 25 feet shall be dedicated by separate document. The width of Gouverneur being dedicated on this plat (45 feet) shall be labeled on the final plat tracing. *D-0975*
- petition* ✓ B. The applicant shall guarantee any drainage improvements required by the platting of this property. *storm sewers*
- petition* ✓ C. Building setbacks on this plat shall be the same as on the approved C.U.P. Therefore, all front yard setbacks on lots abutting 58-foot streets (except on the culs-de-sac) shall be 20 feet.
- petition* ✓ D. The applicant shall guarantee the paving of all streets being platted including Gouverneur from 29th Street to the south line of this plat. *petitions*
- petition* ✓ E. The applicant shall guarantee the extension of sanitary sewer to serve all lots.
- petition* ✓ F. The applicant shall guarantee the extension of City water to serve all lots.
- ✓ G. Sidewalks shall be guaranteed on both sides of Gouverneur and on one side of 26th Street North. *included in street paving petitions*
- 10-23-80* ✓ H. The applicant shall submit a restrictive covenant stating that four off-street parking spaces will be provided for each dwelling unit located on lots adjacent to 58-foot streets.

Van Doren-Hazard-Stallings
Att: Ken Bengtson
Page 2
October 3, 1980

10-22-80

*This subdivision
being added
to existing
Village Owners
Association
(Cypress Valley)*

*see
letter
dated
10-22-80*

I. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.

A Homeowners Association shall be formed to own and maintain the Buffer and the Floodway. The documents establishing this association shall be submitted to the Planning Department for recording. There shall be included a clause which allows the City to maintain these areas if the owners fail to, the cost of which shall be assessed equally among all the residential lots within the addition and may be established and treated as liens thereon in the same manner as special assessments.

K. The applicant shall show, by letter from K.G. and E., or by copy of the recorded easement, that construction of Longfellow Street is allowed over the K.G. and E. easement and that there are no building setbacks required from the easement.

L. The applicant has obtained approval from Kaneb for crossing their easement with Gouverneur Road (encasing to be at the expense of the developer) and with utility lines (provided utilities are placed at least one foot below the Kaneb pipeline).

M. "Complete access control" to Rock Road from the Buffer in Block 3 shall be labeled on the final plat tracing.

N. A 10-foot utility easement adjacent to the K.G. & E. easement along the south line of the property shall be added to the final plat tracing.

O. Recording of the plat within 30 days after approval by the Board of City Commissioners. *This was never added. Training given to Engineer to record and return to Planning prior to recording.*

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, October 9, 1980, at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,

Louise Olivarez
Senior Planner

LO:bh

cc: Wichita Development Co., Inc., Attention
Robert Fox, 2471 Hathway Circle,
67226
R. W. Bruggeman, Director of
Engineering

THE CITY OF WICHITA

OFFICE OF DEPARTMENT OF ENGINEERING

DATE September 23, 1980

RECEIVED

SEP 23 1980

TO Jack Galbraith, Chief Planner

METROPOLITAN PLANNING

ROUTE 16

FROM Chris J. Breitenstein, Acting Drainage Design Engineer

SUBJECT Waterford North
Drainage Plan

The above referenced drainage plan is approved.

Chris J. Breitenstein
Chris J. Breitenstein, P.E.
Acting Drainage Engineer

CJB:md

cc: Louise Olivarez
Ken Bengtson

Final plat
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 80-13 Name Waterford North
Date Application Rec'd. 2-22-80 Preliminary Approval 3-6-80
Scheduled S/D Meeting 10-2-80

DESCRIPTION

General Location West side of Rock Road in an area south of 29th St. North

Owner Wichita Development Company
Surveyor/Engineer Van Doren-Hazard-Stallings
Address 260 N. Rock Road, Suite 5, 67206 Phone 686-7303

- | | |
|---|---|
| 1. Gross Acreage of Plat <u>62.4</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>45'</u> R/W <u>850</u> ft. |
| Residential <u>157</u> | b. <u>58'</u> R/W <u>3890</u> ft. |
| Commercial _____ | c. <u>64'</u> R/W <u>4270</u> ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>157</u> | TOTAL <u>9010</u> ft. |
| 3. Minimum Lot Frontage <u>55</u> ft. | 8. Sidewalk adjacent to all streets? <u>yes</u> <u>X</u> no |
| 4. Minimum Lot Area <u>7872</u> sq. ft. | |
| 5. Existing Zoning <u>AA</u> | |
| 6. Proposed Zoning <u>AA with C.U.P. (DP-73 amended)</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) _____ (Yes-No) | |
| 12. City of Wichita <u>XX</u> : <u>Three-Mile Area</u> | |

STAFF COMMENTS:

- A. The street on the west side of the plat shall be designated as "Gouverneur" and the west 25 feet shall be dedicated by separate document. The width of Gouverneur being dedicated on this plat (45 feet) shall be labeled on the final plat tracing.
- B. City Engineering shall be prepared to comment on the applicant's drainage plan and state what drainage improvements are required. The applicant shall guarantee any drainage improvements required by the platting of this property.
- C. Building setbacks on this plat shall be the same as on the approved C.U.P. Therefore, all front yard setbacks on lots abutting 58-foot streets shall be 20 feet.
- D. The applicant shall guarantee the paving of all streets being platted.
- E. The applicant shall guarantee the extension of sanitary sewer to serve all lots.
- F. The applicant shall guarantee the extension of City water to serve all lots.
- G. Sidewalks shall be guaranteed on both sides of Gouverneur and on one side of 26th Street North.
- H. The applicant shall submit a restrictive covenant stating that four off-street parking spaces will be provided for each dwelling unit located on lots adjacent to 58-foot streets.
- I. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- J. A Homeowners Association shall be formed to own and maintain the Buffer and the Floodway. The documents establishing this associa-

T9-303

(Over)

Kaneb Pipe Line Company

Suite 550, 100 North Broadway • Wichita, Kansas 67202 • (316) 262-1408
September 5, 1980

RECEIVED

SEP 8 1980

METROPOLITAN PLANNING

ROUTE

1015

Mr. Kenneth H. Bengton
Partner
Van Doren-Hazard Stallings
250 Rockborough Building
260 North Rock Road
Wichita, Kansas 67206

Re: Kaneb Pipe Line Company
Easement across the proposed
North Subdivision located in the
NE $\frac{1}{4}$, Section 6, T-27-S, R-2-E,
Sedgwick County, Kansas
WATERFORD NORTH

Dear Mr. Bengton:

In response to your letter dated September 2, 1980, I would like to outline the requirements by Kaneb in order to provide access to our pipeline, as well as protection to our pipeline and public safety. In order to ensure that our requirements be met, related to the final subdivision approval, I would like to offer for your review the following conditions Kaneb will require in the final subdivision plat.

1. The first being that our pipeline as shown on final plat will cross one proposed street shown on the plat as Gouverneur Street. Kaneb has no objections to the street being built over our pipeline provided that the pipeline be cased according to pipeline casing procedures from curb line to curb line.

The line casing material and labor would be furnished by Kaneb, however, all cost related to the casing installation would be borne by the subdivision developer.

2. The second item of interest is the building or construction set-backs at or near our pipeline location. Kaneb must maintain the 33 foot easement in order to have access to the pipeline at all times. It should be pointed out that no engineering structures or other utilities will be permitted on the 33 foot wide easement. No utility lines may run parallel to our pipeline within the 33 foot easement. Utility lines may be permitted to cross our easement provided they are placed a minimum of one foot below our pipeline.

I hope this will provide you with the necessary information related to our pipeline easement across the property in question as well as Kaneb's requirements related to the matter. Kaneb Pipe Line Company would like to be

Mr. Kenneth H. Bengton, continued

September 5, 1980

notified in advance of any city planning department hearings related to the subject final plat approvals or final subdivision approvals.

Sincerely,

Elmer E. Oatman

Elmer E. Oatman
Manager
Engineering & Rights-of-Way

EEO/bm

cc: Mr. Curtis Newby
City Planning Department
City Hall Building, 10th Floor
455 North Main
Wichita, Kansas 67202

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

S/D No. _____

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Waterford North

General Location: South of 29th Street North and west of Rock Road

West side of Rock Road in an area south of 29th Street North

Name of Property Owner: Wichita Development Company
Address: 2471 Hathway Circle, Wichita, Ks. Zip Code: 67226 Phone: 686-7451
Name of Subdivider: Wichita Development Company
Address: 2471 Hathway Circle, Wichita, Ks. Zip Code: 67226 Phone: 686-7451
Name of Engineer/Surveyor: VAN DOREN-HAZARD-STALLINGS
Address: 260 N. Rock Rd. Suite 250, Wichita, Ks Zip Code: 67206 Phone: 686-7303
Date of Application: September 6, 1980

SUBDIVISION INFORMATION:

- | | |
|---|-----------------------------------|
| 1. Gross Acreage of Plat <u>62.4</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>451</u> R/W <u>850</u> ft. |
| Residential <u>157</u> | b. <u>581</u> R/W <u>3890</u> ft. |
| Commercial _____ | c. <u>641</u> R/W <u>4270</u> ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>157</u> | TOTAL <u>9010</u> ft. |
| 3. Minimum Lot Frontage <u>55</u> ft. | 8. Are Sidewalks existing? |
| 4. Minimum Lot Area <u>7872</u> | Yes _____ No <u>X</u> |
| 5. Existing Zoning <u>AA</u> | |
| 6. Proposed Zoning <u>AA</u> | |
| 9. Is a public water supply available? <u>XX</u> Yes _____ No, Name _____ City of Wichita _____ | |
| 10. Is a sanitary sewer available? <u>XX</u> Yes _____ No, Name _____ City of Wichita _____ | |
| 11. Has Health Department approval been obtained (where applicable) _____ Yes _____ No _____ | |
| 12. City of Wichita <u>XX</u> Three Mile Area _____ Outside of Wichita _____ | |

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

Owner's Signature: _____

Wichita-Sedgwick County Metropolitan Area
Planning Commission, 10th Floor, City Hall,
455 North Main, Wichita, Kansas 67202

Received by _____
Date _____
Fee Submitted _____

T9-301B
(7-79)

*Updated
info for
final*

March 7, 1980
Bill G. Yung Design
1355 N. Waco
Wichita, Kansas 67203

Re: S/D No. 80-13 - Preliminary plat of Waterford North

Dear Mr. Yung:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, March 6, 1980, the above-captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat subject to the following:

- A. The west 25 feet of Mainsgate is in the N-W 1/4 of this section and is outside of the boundaries of this plat. A dedication by separate instrument of this 25 foot portion of the street shall be submitted with the final plat.
- B. Since Mainsgate currently exists as an east-west street, the name of the north-south collector on the west side of this plat shall be changed to Gouverneur.
- C. Prior to submission of a final plat, the final drainage calculations shall be submitted to Engineering and Flood Control for approval. Final drainage plans (and the final plat) shall indicate the boundaries of the floodways within the open space areas.
- D. The applicant shall guarantee the construction and/or installation of all drainage improvements required by the platting of this property.
- E. The platted building setbacks and the setbacks approved on the C.U.P. shall be the same. The C.U.P. proposes 20-foot setbacks on the front of lots abutting a 58-foot street.
- F. A Homeowners' Association shall be formed of Lots 1, 2, and 3 in Block 6 to maintain the floodway and open space areas to the north of these lots. Some type of maintenance shall also be provided for the floodway and open space area in Block 1.

Bill G. Yung Design

3-7-80

Page 2

- G. Since Lot 2, Block 6 is being platted without frontage on a public street, an access easement agreement shall be submitted with the final plat which provides for access across Lots 1 and 3.
- H. The applicant shall obtain approval from Kanab Pipeline Company for the location of the 33 foot pipeline easement, the 50 foot setback from the easement, the location of utility easements within the setback and the location of a 25-foot wide landscape buffer within the setback in Block 6.
- I. The applicant shall guarantee the paving of all streets being platted.
- J. The applicant shall guarantee the extension of sanitary sewer and City water to serve all lots.
- K. Sidewalks shall be guaranteed on both sides of Gouverneur and on one side of 26th Street North.
- L. The applicant shall submit a restrictive covenant stating that four off-street parking spaces will be provided for each dwelling unit on lots adjacent to 58 foot streets and that on-street parking shall be permitted on only one side of said streets. Since Block 4 and Lots 1 thru 15, of Block 3 comprise Parcel 7 of the C.U.P. which allows duplexes, the applicant may wish to plat the 64 foot streets at this location so that parking can be provided on both sides of the street. It should be noted that Block 4 is a very small block and will have high special assessment costs regardless of street width.
- M. Easements as requested by K. G. and E., and shown on a marked copy of the preliminary plat given to the platting engineer, shall be shown on the final plat.
- N. 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.
- O. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Yung has stated that single family houses will be built here.

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,

Louise Olivarez
Senior Planner
LO:hh

cc: Comotara Development & Prop., Inc.
Van Doren-Hazard-Stallings
Paul Johnston, Flood Control
Dean Sellers, Acting City
Engineer

Preliminary plat
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 80-13 Name Waterford North
Date Application Rec'd. 2-22-80 Preliminary Approval _____
Scheduled S/D Meeting 3-6-80

DESCRIPTION

General Location Southwest corner of Rock Road and 29th Street North

Owner Comotara Development Company
Surveyor/Engineer Bill G. Yung Design
Address 1355 N. Waco, 67203 Phone 264-0676

1. Gross Acreage of Plat 136.5+ 7. Lineal Feet of New Streets:
2. Number of Lots: *See amended application*
 Residential 160 a. 70 R/W 1860 ft.
 Commercial _____ b. 64 R/W 4400 ft.
 Industrial _____ c. 58 R/W 4330 ft.
 Other _____ d. _____ R/W _____ ft.
 Total Number of Lots 160 e. _____ R/W _____ ft.
 TOTAL 10,590 ft.
3. Minimum Lot Frontage 60' @ setback fk. 8. Sidewalk adjacent to all streets? yes no
4. Minimum Lot Area 9200 sq. ft.
5. Existing Zoning AA
6. Proposed Zoning AA and B w/C.U.P.
9. Public Water Supply Yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers yes (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) NA (Yes-No)
12. City of Wichita Yes; Three-Mile Area _____

STAFF COMMENTS:

NOTE: An amended C.U.P. (DP-73), which includes the property in this plat, is scheduled for MAPC review March 13, 1980. In Block 6, Lot 1 is being proposed for cluster housing (2-, 3-, and 4-plexes), townhouses, zero lot line or patio homes and related community activities. Lot 2 is proposed for mid-rise apartments for the elderly with related facilities. Lot 3 is proposed for a licensed skilled nursing center. The floodway and open space area north of Lots 1, 2, and 3 is Parcel 16 of the C.U.P. and proposed for community recreational facilities.

- A. The C.U.P. states that a sidewalk plan for the public streets and open spaces will be submitted at the time of platting. The applicant shall be prepared to discuss the proposed sidewalk locations with the Subdivision Committee. If it is determined that sidewalks are to be installed in accordance with the current City sidewalk ordinance, sidewalks would be required on both sides of Mainsgate (a collector) and on one side of 26th Street North (continuous street with more than 48 dwelling units).
- B. The west 25 feet of Mainsgate is in the NW 1/4 of this section and is outside of the boundaries of this plat. A dedication by separate instrument of this 25-foot portion of the street shall be submitted with the final plat.
- C. Since Mainsgate currently exists as an east-west street, the name of the north-south collector on the west side of the plat shall be changed to another name.
- D. City Engineering and Flood Control shall be prepared to comment on the applicant's drainage concept. Prior to submission of a final plat, the final drainage calculations shall be submitted to Engineering and Flood Control for approval. Final drainage plans (and the final plat) shall indicate the boundaries of the floodways within the open space areas.
- E. The platted building setbacks and the setbacks approved on the C.U.P. shall be the same. The C.U.P. proposes 20-foot setbacks on the front of lots abutting a 58-foot street.

(Over)

- F. A Homeowners' Association shall be formed of Lots 1, 2, and 3 in Block 6 to maintain the floodway and open space areas to the north of these lots. Some type of maintenance shall also be provided for the floodway and open space area in Block 1.
- G. Since Lot 2, Block 6 is being platted without frontage on a public street, an access easement agreement shall be submitted with the final plat which provides for access across Lots 1 and 3.
- H. The applicant shall obtain approval from Kanab Pipeline Company for the location of the 33 foot pipeline easement, the 50 foot setback from the easement, the location of utility easements within the setback, and the location of a 25-foot wide landscape buffer within the setback in Block 6.
- I. The applicant shall guarantee the paving of all streets being platted.
- J. The applicant shall guarantee the extension of sanitary sewer and City water to serve all lots.
- K. The applicant shall guarantee the construction and/or installation of all drainage improvements required by the platting of this property.
- L. The applicant shall submit a restrictive covenant stating that four off-street parking spaces will be provided for each dwelling unit on lots adjacent to 58 foot streets and that on-street parking shall be permitted on only one side of said streets. Since Block 4 and Lots 1 thru 15 of Block 3 comprise Parcel 7 of the C.U.P. which allows duplexes, the applicant may wish to plat the 64 foot streets at this location so that parking can be provided on both sides of the street. It should be noted that Block 4 is a very small block and will have high special assessment costs regardless of street width.
- M. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- N. Requirements for a final plat (see pages 20-25 Part 4, Article 5 of the MAPC Subdivision Regulations).

Map No.: 5950
Section No.: 36
Twp. No.: 26S 27S
Range: 2E

S/D No. 80-13

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Waterford North

General Location: SW Corner of Rock Road & 29th Street North

Name of Property Owner: Comotara Development Company
Address: 2421 Longwood, Wichita, Ks 67226 Phone: 686-7451
Name of Subdivider: Comotara Properties Inc.
Address: 2421 Longwood, Wichita, Ks 67226 Phone: 686-7451
Name of Agent/Surveyor: Bill G. Yung Design
Address: 1355 N. Waco, Wichita, Kansas 67203 Phone: 264-0676
Date of Application: February 22, 1980

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 136.5±
2. Number of Lots:
 - Residential 160
 - Commercial _____
 - Industrial _____
 - Other _____
 - Total Number of Lots 160
3. Minimum Lot Frontage 60' @ Setback ft.
4. Minimum Lot Area 9200 ft.
5. Existing Zoning AA
6. Proposed Zoning AA & B w/ C.U.P.
7. Lineal Feet of New Streets:
 - a. 70 R/W 1860 ft.
 - b. 64 R/W 4400 ft.
 - c. 58 R/W 4330 ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL 10,590 ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply Yes (Yes-No), Name _____
10. Public Sanitary Sewers Yes (Yes-No), Name _____
11. Health Department Approval (where applicable) NA (Yes-No)
12. City of Wichita Yes Three-Mile Area

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

Owner's Signature: Robert Fox by (Signature)

Wichita-Sedgwick County Metropolitan Area
Planning Commission, 10th Floor, City Hall,
455 North Main, Wichita, Kansas 67202.

Received by XO.
Date 2-22-80
Fee Submitted 597.00

FORM 021

PAYMENT NOTICE
City of Wichita

Bldg.	Use of Str.	Code Bks	Copies
Elec	Elev. Insp.	Hse Moving	Lic.
Mech	Boiler Insp.	Pav. Cuts	Cert.
Plbg	Exam Fees	Sewer	Elev.
Signs	Plan Rev. (P.W.)	Cement	M.S.P.
	Planning		

DESCRIPTION AMOUNT

NAME

ADDRESS

FUND

DUE DATE

COMMENTS

DATE

BY