

PLAT NO. S/D 80-36 MAP NO. 6050

NAME BLUESTEM VILLAGE

LOCATION: North of 21st Street and west of Webb Road

ENGINEER Bill G. Yung Design

OWNER Pebble Creek Company Inc.

APPLICATION FILED 5-29-80

SKETCH PLAT FILED _____

PRELIMINARY FILED 5-29-80

S/D ACTION 6-12-80 approve

FINAL FILED 6-16-80

S/D ACTION 6-26-80 approve

MAPC ACTION 7-3-80 approve

BCC ACTION 7-15-80 Approved

RECORDED 8-4-80

REMARKS (Associated Case DP-96)

S/D 80-36 - BLUESTEM VILLAGE - North of
21st Street and west of Webb Road.
BY: Bill G. Yung Design

POSTED
6-2-80

ACTION

	DATE
<i>S/D</i> COMMITTEE (Pulson) <i>approve</i>	<i>6-12-80</i>
<i>S/D</i> (Smith) <i>approve</i>	<i>6-26-80</i>
M.A.P.C. <i>approve</i>	<i>7-3-80</i>
R.C.C./B.C.C.-C. <i>Approved</i>	<i>7-15-80</i>

6-12-80

(discussed these comments with Steve Anderson 6-15-80)

reserves for fire lane easements?

Know all men by these presents that we the undersigned property owners of the land as above set forth in the Civil Engineer's Certificate, have caused the same to be surveyed and platted into blocks, lots, streets and reserves, the same to be known as "Bluestem Village" an addition to Wichita, Sedgwick County, Kansas. The streets are hereby dedicated to and for the use of the public. All reserves except reserve J are platted for the use of cart paths, construction and maintenance of public utilities, drainage, recreation, buffer zones and open spaces. Reserve J is platted for cart paths, construction and maintenance of public utilities, drainage, buffer zones and open spaces. Reserve Q is platted for construction of a guard house; building setbacks shall not apply to reserve R. Reserves A, B, and C, are platted for construction of a golf course. Easements for the construction and maintenance of public utilities and drainage, as indicated on the accompanying plat are hereby granted. All abutters rights of access to and from Twenty-First Street over and across the north line of Twenty-First Street are hereby granted to the City of Wichita, Kansas provided, however, that the subdivision shall have access to Twenty-First Street at the location shown on the accompanying plat. All abutters rights of access to and from Webb Road over and across the westline of Webb Road, are hereby granted to the City of Wichita, Kansas. Minimum pad elevation on Lots 18 through 32 inclusive, Block 2, shall be 197.0, City of Wichita datum

Pebble Creek Company

STATE OF KANSAS

ss:

COUNTY OF SEDGWICK

Be it remembered that on this _____ day of _____, 1980 before me, a Notary Public in and for said State and County, came the Pebble Creek Company by _____ 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: _____

except for one opening to be determined by the City Engineer

I, Kenneth H. Bengtson, a Civil Engineer in Kansas do hereby certify that I have been in responsible charge of surveying and platting of "Bluestem Village", an addition to Wichita, Sedgwick County, Kansas into blocks, lots, streets and reserves, the same being accurately set forth in the accompanying plat and described as follows:

A tract in the southwest quarter of Section 5, Township 27 South, Range 2 east of the 6th P.M. described as beginning at a point on the east line of the southwest quarter of said Section 5, 1035.00 feet north of the south quarter corner of said Section 5, said east line bearing N 0° 55' 07" W; thence S 89° 04' 53" W, 75.00 feet; thence N 0° 55' 07" W, 300.48 feet; thence N 44° 15' 58" E, 105.73 feet; thence S 0° 55' 07" E, 375.00 feet to the point of beginning and also all of the southeast quarter, Section 5, Township 27 South, Range 2 east of the 6th P.M. except the two following described tracts:

The east 515.00 feet of the south 640.00 feet of the southeast quarter of said Section 5, and beginning at the center of said Section 5, thence easterly along the north line of the southeast quarter of said Section 5 bearing N 89° 05' 16" E, 300 feet; thence S 19° 21' 03" W, 252.41 feet; thence S 70° 04' 53" W, 224.80 feet to the west line of the southeast quarter of said Section 5; thence northerly along said west line bearing N 0° 55' 07" W, 310.00 feet to the point of beginning.

The plat of Pebble Green, an addition to Wichita, Sedgwick County, Kansas is hereby vacated by virtue of K.S.A. 12-512b. I hereby certify that the details of this plat are correct to the best of my knowledge and belief this _____ day of _____, 1980.

By:

Kenneth H. Bengtson
VAN DOREN-HAZARD-STALLINGS
260 N. Rock Road Suite 250
Wichita, Kansas 67206

This plat of "Bluestem Village" has been submitted to and approved by the Wichita-Sedgwick County Metropolitan Area Planning Commission, Wichita, Kansas.

Dated this _____ day of _____, 1980.

Wichita-Sedgwick County Metropolitan Area Planning Commission

_____, Chairman
William J. Geebel

_____, Secretary
Robert A. Lakin

This plat approved and all dedications shown hereon, if any, accepted by the City Commission of the City of Wichita, Kansas this _____ day of _____, 1980.

_____, Mayor
Robert G. Knight

_____, City Clerk
Donald C. Gisick

This plat approved and all dedications shown hereon, if any, accepted by the Board of County Commissioners of Sedgwick County, Kansas this _____ day of _____, 1980.

_____, Chairman
Everett Patrick

_____, Commissioner
Tom Scott

_____, Commissioner
Donald E. Gragg

Attest: _____, County Clerk
Dorothy K. White

Entered on transfer record this _____ day of _____, 1980.

_____, County Clerk
Dorothy K. White

STATE OF KANSAS

ss:

COUNTY OF SEDGWICK

This is to certify that this instrument was filed for record in the Register of Deeds Office at _____ o'clock on the _____ day of _____, 1980.

_____, Register of Deeds
Bette F. McCart

_____, Deputy
Pat Kettler

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.

Frank B. Hinkle
Authorized Signatory



SCHEDULE A

Number
288532

Effective Date
June 9, 1980 @ 7:00 a.m.

1. Owners Policy to be issued: ALTA Form B - 1970 Amount: for platting
(Amended 10-17-70)
Proposed Insured:
Metropolitan Area Planning Department
Loan Policy to be issued: ALTA Form 1970 Amount:
(Amended 10-17-70)
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:

Pebble Creek Company, a partnership

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

A tract in the Southwest Quarter of Section 5, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, and including a portion of Pebble Green, an Addition to Wichita, Sedgwick County, Kansas, described as beginning at a point on the east line of the Southwest quarter of said Section 5, 1035.00 feet north of the south quarter corner of said Section 5, said east line bearing N 0°55'07" W; thence S 89°04'53" W, 75.00 feet; thence N 0°55'07" W, 300.48 feet; thence N 44°15'58" E, 105.73 feet; thence S 0°55'07" E, 375.00 feet to the point of beginning; and also all of the Southeast quarter of Section 5, Township 27 South, Range 2 East of the 6th P.M., EXCEPT the two following described tracts:

The east 515.00 feet of the south 640.00 feet of the southeast quarter of said Section 5; and beginning at the center of said Section 5, thence easterly along the north line of the southeast quarter of said Section 5 bearing N 89°05'16" E, 300 feet; thence S 19°21'03" W, 252.41 feet; thence S 70°04'53" W, 224.80 feet to the west line of the southeast quarter of said Section 5; thence northerly along said west line bearing N 0°55'07" W, 310.00 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): Taxes for year 1979 Paid. (Key #MI-26, MI-26-1, MI-27 & MI-27-8) (assessed with other property)
9. Right of way for pipeline purposes to Cities Service Gas Company over a strip of land 66 feet in width the center line of which is described as beginning at a point on the South line 45 feet West of the Southeast corner of the Southeast Quarter of Section 5, Township 27 South, Range 2 East, thence extending Northerly to a point on the North line 49 feet West of the Northeast corner of said Quarter Section, as disclosed by instrument dated July 2, 1948, filed July 14, 1948, in Book Misc. 236, Page 181 and instrument dated June 9, 1970, filed June 24, 1970, in Book Misc. 669, Page 338.
10. Utility easement established on Film 419, Page 1430, over a portion of subject property.
11. Easements for utilities and drainage, access controls and building setback lines as established by the recorded plat of Pebble Green.
12. Rights of the public over the East 30 feet and the South 40 feet of the SE/4 of Section 5, Township 27 South, Range 2 East for road.
13. Covenants and restrictions covering portions of subject property on Film 172, Page 879; Film 405, Page 457; and Film 405, Page 459 and the lien of unpaid assessments, if any, arising from the provisions thereof, You should ascertain that all assessments have been paid. Our Policy, when issued, will except the lien of unpaid assessments, if any, arising from the provisions thereof.
14. Minimum pad elevation on Lots 11 thru 28 inclusive, Block 1, Pebble Green Addition shall be 197.0, City of Wichita Datum.

Policy Number _____
OwnersPolicy Number _____
Loan

15. Reserves A, B, C, D and E, Pebble Green Addition are platted for the use of cart paths, utilities, drainage, recreation, buffer zones and open spaces.
16. Reserve F is platted for the use of cart paths, fire lane, utilities, drainage, buffer zones and open space.
17. 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.
18. Furnish for examination an authentic copy of the partnership agreement of Pebble Creek Company, a Kansas partnership, and of the amendments thereto, if any.

We reserve the right to make any additional requirements we deem necessary.

STATE OF KANSAS

6-16-80

ss:

COUNTY OF SEDGWICK

This is to certify that this instrument was filed for record in the Register of Deeds Office at _____ o'clock on the _____ day of _____, 1980.

_____, Register of Deeds

_____, Deputy

I, Kenneth H. Bengtson, A Civil Engineer in Kansas do hereby certify that I have been in responsible charge of surveying and platting of "Bluestem Village", an addition to Wichita, Sedgwick County, Kansas into blocks, lots, streets and reserves, the same being accurately set forth in the accompanying plat and described as follows:

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The east 515.00 feet of the south 640.00 feet of the southeast quarter of said Section 5; and beginning at the center of said Section 5, thence easterly along the north line of the southeast quarter of said Section 5 bearing N 89° 05' 16" E, 300 feet; thence S 19° 21' 03" W, 252.41 feet; thence S 70° 04' 53" W, 224.80 feet to the west line of the southeast quarter of said Section 5; thence northerly along said west line bearing N 0° 55' 07" W, 310.00 feet to the point of beginning.

A portion of the plat of Pebble Green, an addition to Wichita, Sedgwick County, Kansas is hereby vacated by virtue of K.S.A. 12-512b. I hereby certify that the details of this plat are correct to the best of my knowledge and belief this _____ day of _____, 1980.

By:

Kenneth H. Bengtson
VAN DOREN-HAZARD-STALLINGS
260 N. Rock Road Suite 250
Wichita, Kansas 67206

The majority

This plat of "Bluestem Village" has been submitted to and approved by the Wichita-Sedgwick County Metropolitan Area Planning Commission, Wichita, Kansas.

Dated this _____ day of _____, 1980.

Wichita-Sedgwick County Metropolitan Area Planning Commission

William J. Goebel, Chairman

Robert A. Lakin, Secretary

This plat approved and all dedications shown hereon, if any, accepted by the City Commission of the City of Wichita, Kansas this _____ day of _____, 1980.

Robert G. Knight, Mayor

Donald C. Gisick, City Clerk

This plat approved and all dedications shown hereon, if any, accepted by the Board of County Commissioners of Sedgwick County, Kansas this _____ day of _____, 1980.

Everett Patrick, Chairman

Tom Scott, Commissioner

Donald E. Gragg, Commissioner

Attest:
Dorothy K. White, County Clerk

Entered on transfer record this _____ day of _____, 1980.

Dorothy K. White, County Clerk

THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE September 3,

Sakin
RECEIVED

SEP 4 1980

TO Advisory Committee

METROPOLITAN PLANNING

FROM John D. Wynkoop, Director of Water and Water Pollution Control

ROUTE

Louise

SUBJECT Status of Bluestem Village
Development *File*

This memo transmits the most recent information that has been received on the status of streets and utility construction in Bluestem Village.

Paving This is currently in the design stage with Van Doren, Hazard, and Stallings. Estimated time of paving is 135 working days, with completion projected to be in August, 1981. This estimate was projected by our own staff and represents only a rough approximation.

Storm Drains Storm drains are also in the design stage with Van Doren, Hazard, and Stallings. Our own estimate for their completion is December 30, 1980.

Sanitary Sewers The design has been completed by Van Doren, Hazard, and Stallings and bids were received on August 29, 1980. Our own estimate for completion of the installation of sanitary sewers is November 15, 1980.

Water A design was submitted by Van Doren, Hazard, and Stallings and has been returned for revisions. Our own estimate for completion of water lines is 45 days. Projected completion date is February, 1981.

Gas The Gas Service Company furnished the developer an estimate of the cost of a main extension on August 28, 1979. That company estimates construction time will require 28 days.

Electricity Preliminary engineering has not been completed. K G & E received a firm request for service on August 13, 1980.

Telephone Southwestern Bell has advised us that they require no firm request for service. Work on telephone lines will begin following the completion of all other utility lines. That company estimates construction will require 120 days.

Attached is a diagram which outlines some of the steps in the development of streets and utilities. Updated versions will be forwarded as new information is received.

John D. Wynkoop
John D. Wynkoop
Director of Water and
Water Pollution Control

JDM/b
attachment

WICHITA-SEDGWICK COUNTY

DATE
August 7, 1980

METROPOLITAN AREA PLANNING DEPARTMENT

TO John Wynkoop, Director of Water and Water Pollution Control
FROM Jack H. Galbraith, Chief Planner
SUBJECT Development Events for Pebble Green C.U.P.
now being referred to as DP-96 - Bluestem.

The following are additional events that have taken place since our letter of July 9, 1980 which contained events #1 through #34.

35. Event: Filing of preliminary plat for the southwest quarter of the section covered by the C.U.P. Woodlands Add.

Date: July 11, 1980

Contact Person: Bill Yung

Remarks: Previous preliminary plat file, Glenrock Green, closed.

36. Event: Consideration of final plat of Bluestem by City Commission.

Date: July 15, 1980

Contact Person: N/A

Remarks: Final plat was approved. Plat was released for recording on July 22, 1980; has not been recorded as of August 7, 1980.

37. Event: Consideration of preliminary plat by Subdivision Committee. Woodlands Addition.

Date: July 24, 1980

Contact Person: Bill Yung

Remarks: Approved subject to conditions as outlined in our letter dated July 25, 1980. One condition required a new name for the plat and another condition required an administrative adjustment on the C.U.P.

Page Two
John Wynkoop
August 7, 1980

38. Event: Request for administrative adjustment for three parcels in the Bluestem C.U.P.

Date: July 29, 1980

Contact Person: Bill Yung

Remarks: Bill Yung and Art Chambers had two telephone conversations in early August to discuss the request. The adjustment was approved subject to the submission of four revised copies of the C.U.P. on August 6, 1980.

We will continue to keep you informed as the plats progress.

Jack H. Galbraith
Jack H. Galbraith
Chief Planner

JHG:ADC:e1

WICHITA-SEDGWICK COUNTY

DATE

METROPOLITAN AREA PLANNING DEPARTMENT

July 9, 1980

TO John Wynkoop, Director of Water and Water Pollution Control

FROM Jack H. Galbraith, Chief Planner

SUBJECT Development events for Pebble Green Addition now being referred to as "Bluestem".

This will bring you up-to-date on the events for the above development which is the last of the three developments referred to in Bob Lakin's memo to me on June 30, 1980. I am sure you will realize that it is impossible for us to now recall all of the events and contacts on this section of land. Our staff has reviewed all of the associated case files and the following account is of those events we can document, knowing that several informal discussions have also occurred.

The area covered in the following description of development events includes approximately two-thirds of Section 5, Township 27S, Range 2 east, which is the area now contained in the Village of Bluestem C.U.P.

- Event:** Discussed filing a request for a C.U.P. to develop a golf course, single-family, and multifamily. Also discussed platting of the same area.

Date: January 1979

Contact Person: Bill Yung

Remarks: Talked with Jack Galbraith
- Event:** Submission and distribution of preliminary C.U.P.

Date: January 22 and 23, 1979

Contact Person: Bill Yung, Flood Control, Public Works, Traffic Engineering and Central Inspection

Remarks: Received comments by February 5, 1979
- Event:** Filing of C.U.P. application (Applewood Section Five C.U.P.)

Date: February 12, 1979

Contact Person: Bill Yung

Remarks: Application received by Mike Meek, Senior Planner

4. Event: Filing of preliminary plat on a portion of the C.U.P.
Date: February 12, 1979
Contact Person: Bill Yung
Remarks: Application received by Curtis Newby, Junior Planner
5. Event: Transmittal of comments in regard to C.U.P.
Date: February 20, 1979
Contact Person: Bill Yung
Remarks: Relayed comments from Flood Control, Public Works, Central Inspection and Traffic Engineering. Revised copies due by March 2 if C.U.P. was to be heard by the MAPC on March 15.
6. Event: Preliminary plat considered by Subdivision Committee of MAPC
Date: February 22, 1979
Contact Person: Bill Yung
Remarks: Preliminary plat approved subject to conditions as outlined in letter to Bill Yung dated February 23, 1979
7. Event: Meeting with applicant and agent regarding comments in letter regarding the C.U.P.
Date: Early March, 1979
Contact Person: Bill Yung and Bob Fox
Remarks: Discussed possible problems and potential revisions to C.U.P.
8. Event: Submission and distribution of revised C.U.P. (Pebble Creek C.U.P.)
Date: April 8 and 9, 1979
Contact Person: Bill Yung, Flood Control, Traffic Engineering, Public Works and Central Inspection
Remarks: Comments received from Traffic Engineering, Public Works, Central Inspection and Flood Control by April 23, 1979

9. Event: C.U.P. considered by Planning Commission
Date: May 3, 1979
Contact Person: Bill Yung
Remarks: Advertised May 3, 1979, notices sent May 10, 1979. Approved subject to conditions outlined in letter to Bill Yung dated May 25, 1979.
10. Event: Discussion of platting the entire C.U.P.
Date: May 1979
Contact Person: Bill Yung
Remarks: Talked with Jack Galbraith, Mike Meek and Louise Olivarez.
11. Event: Filing of four preliminary plats covering the entire C.U.P.
Date: June 4, 1979
Contact Person: Bill Yung
Remarks: Applications for Glenrock Green, Moss Rock, Stonehenge and Pebble Green received by Louise Olivarez. Previous preliminary plat application file closed.
12. Event: Subdivision Committee considered the four preliminary plats
Date: June 14, 1979
Contact Person: Bill Yung
Remarks: Preliminary plats approved subject to conditions outlined in letters to Bill Yung, dated June 15, 1979.
13. Event: Board of City Commissioners considered C.U.P.
Date: June 19, 1979
Contact Person: Bill Yung
Remarks: Approved subject to revised conditions as outlined in letter to Bill Yung dated June 20, 1979 and submission of five revised copies of C.U.P.

14. Event: Final plat submitted for Pebble Green
Date: July 30, 1979
Contact Person: Bill Yung
Remarks: Discussion of conditions of preliminary plat approval as outlined in letter to Bill Yung, dated June 15, 1979.
15. Event: Consideration of final plat of Pebble Green by the Subdivision Committee of the MAPC
Date: August 9, 1979
Contact Person: Bill Yung
Remarks: Approved subject to conditions as outlined in letter to Bill Yung, dated August 10, 1979.
16. Event: Meeting with applicant and agent to discuss homeowners association requirements of C.U.P.
Date: August, 1979
Contact Person: Bill Yung, Bob Fox, and Dave Ritchie
Remarks: Bob Lakin and Jack Galbriath agreed to temporarily waive homeowners association requirements until subject property was sold and building permits are requested.
17. Event: Consideration of final plat of Pebble Green by MAPC
Date: August 16, 1979
Contact Person: Bill Yung
Remarks: Approved subject to conditions as outlined in letter to Bill Yung, dated August 16, 1979.
18. Event: Submission of five revised copies of C.U.P.
Date: December 11, 1979
Contact Person: Bill Yung
Remarks: Revised copies marked approved and two copies forwarded to Central Inspection.

19. Event: Consideration of final plat of Pebble Green by Board of City Commissioners

Date: January 15, 1980

Contact Person: Van Doren, Hazard, Stallings

Remarks: Final MAPD review conducted on August 7, 1980. City Commission approved final plat.

20. Event: Recording of final plat of Pebble Green

Date: January 24, 1980

Contact Person: Registrar of Deeds

Remarks: N/A

21. Event: Discussion of possible amendment to C.U.P.

Date: Early April, 1980

Contact Person: Dave Ritchie, Bob Fox, Bill Yung

Remarks: Met with Jack Galbraith and Art Chambers. Amendment would include minor changes to all parcels and increase density.

22. Event: Filing of application to amend the C.U.P. (Village of Bluestem).

Date: April 14, 1980

Contact Person: Bill Yung

Remarks: Application received by Art Chambers, Junior Planner, name changed to Village of Bluestem

23. Event: Distribution of proposed amendment to C.U.P. for comments

Date: April 16, 1980

Contact Person: City Engineer, Traffic Engineering, Flood Control and Central Inspection

Remarks: Comments due by April 25.

24. Event: Transmittal of comments concerning amendment to the C.U.P.
- Date: May 2, 1980
- Contact Person: Bill Yung
- Remarks: Comments from MAPD, Flood Control and Traffic Engineering were included. Tentatively scheduled the C.U.P. for MAPC review on May 22, 1980 provided that 14 amended copies were received by May 8, 1980.
25. Event: Discussion of comment letter dated May 2, 1980
- Date: May 6, 1980 (approximate)
- Contact Person: Bill Yung
- Remarks: Art Chambers, MAPD, met with Bill Yung to discuss format of general provisions and other minor changes.
26. Event: MAPC consideration of amended C.U.P.
- Date: May 22, 1980
- Contact Person: Bill Yung
- Remarks: MAPC approved subject to conditions outlined in a letter to Bill Yung dated May 23, 1980. Advertised April 29, 1980 and notices to adjoining property owners sent May 8, 1980. Ten revised copies due by June 6 if C.U.P. is to be heard by City Commission on June 17, 1980.
27. Event: Discussion of vacating Pebble Green plat and submitting a new plat.
- Date: May 1980
- Contact Person: Bill Yung
- Remarks: Met with Jack Galbraith and Louise Olivarez
28. Event: Filing of a preliminary plat (Bluestem Village)
- Date: May 29, 1980
- Contact Person: Bill Yung
- Remarks: Replat of the Pebble Green plat. Application received by Louise Olivarez, Senior Planner

29. Event: Consideration of preliminary plat of Bluestem Village by the Subdivision of MAPC
- Date: June 12, 1980
- Remarks: Approved subject to conditions as outlined in letter to Bill Yung, dated June 13, 1980.
30. Event: Board of City Commissioners consideration of amended C.U.P.
- Date: June 17, 1980
- Contact Person: Bill Yung
- Remarks: Approved subject to conditions as outlined in memo to Central Inspection dated June 25, 1980. Approved copies of the amended C.U.P. forwarded with the June 25, 1980 memo.
31. Event: Subdivision Committee consideration of final plat of Village of Bluestem
- Date: June 26, 1980
- Contact Person: Van Doren, Hazard, Stallings
- Remarks: Approved subject to conditions as outlined in letter to Van Doren, Hazard, Stallings, dated June 27, 1980.
32. Event: Discussion of possible adjustment on two parcels of the Village of Bluestem C.U.P.
- Date: Late June, 1980
- Contact Person: Bill Yung
- Remarks: Bill Yung and Art Chambers discussed the possibility of administratively adjusting a portion of the C.U.P. Bill Yung was to submit revised plans for MAPD consideration.
33. Event: Consideration of final plat of Village of Bluestem by the MAPC
- Date: July 3, 1980
- Contact Person: Van Doren, Hazard, Stallings
- Remarks: Approved subject to conditions as outlined in letter to Van Doren, Hazard, Stallings, dated July 3, 1980.

34. Event: Final review of final plat of Bluestem Village

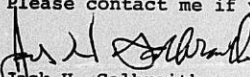
Date: July 3, 1980

Contact Person: N/A

Remarks: Review by MAPD staff. Referred to City Commission on July 7, 1980.

As the plats continue to progress through the Subdivision process I will keep you posted. In addition, I will keep you informed of any activity in regard to the Bluestem C.U.P.

Please contact me if you have any questions.


Jack H. Galbraith
Chief Planner

JHG:ADC:sad

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 80-36 Name Bluestem Village
Application & Sketch Filed: 5-29-80
Preliminary Plat Filed: 5-29-80 Approved by S/D: 6-12-80
Final Plat Filed: 6-16-80 Approved by S/D: 6-26-80
Approved by Metropolitan Area Planning Commission: 7-3-80

DESCRIPTION

General Location: North of 21st and west of Webb Road

Surveyor or Engineer: Van Doren, Hazard, Stallings
Owner: Pebble Creek Co., Inc.
Address: 1900 Amidon, 67203

- | | | |
|--|-----------------------|-----------------------|
| 1. Gross Acreage of Plat <u>151</u> | 6. Access Control | |
| 2. Number of Lots | St. <u>Webb</u> | No. Openings <u>1</u> |
| Residential <u>117</u> | St. <u>21st</u> | No. Openings <u>0</u> |
| Commercial _____ | St. _____ | No. Openings _____ |
| Industrial _____ | 7. Req'd Improvements | |
| Other _____ | St. Paving <u>xx</u> | Water <u>xx</u> |
| Total Number of Lots: <u>117</u> | Sidewalk _____ | Drainage <u>xx</u> |
| 3. Minimum Lot Area: <u>14,000</u> sq. ft. | Sewer <u>xx</u> | Other _____ |
| 4. Existing Zoning: <u>AA</u> with C.U.P. | | |
| 5. Special Problems Discussed: _____ | | |

An associated residential community unit Plan (DP-96) which provides mainly for single family lots, but also for some multi-family development (Lots 1 and 89 in Block 2) has been approved. Petitions have been submitted as guarantees for street paving, sanitary sewers, storm sewers and water. A certificate has been submitted confirming the petitions. Restrictive covenants have been submitted providing for four off-street parking spaces per dwelling unit located on 58-foot streets and providing for the formation of a homeowners' association to own and maintain the common open areas (reserves).

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

Bayouth moved, Gardner seconded and it carried unanimously. Hennessy was absent.

ACTION: Receive and file the water engineering report, adopt the resolution of finding and the resolution ordering and directing the water system improvement; approve the petitions and instruct the Director of Law to prepare the necessary resolutions; instruct the City Clerk to file the certificate and the restrictive covenants with the Register of Deeds, the recording costs 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.

LAW OFFICES

FOULSTON, SIEFKIN, POWERS & EBERHARDT

700 FOURTH FINANCIAL CENTER
BROADWAY AT DOUGLAS
WICHITA, KANSAS 67202
(316) 267-6371

ROBERT C. FOULSTON (1888-1947)
GEORGE SIEFKIN (1893-1984)

STUART H. CARTER
OF COUNSEL

GEORGE B. POWERS
JOHN F. EBERHARDT
ROBERT C. FOULSTON
MALCOLM HILLER
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LINDA K. CONSTABLE
LARRY G. RAPP
ROBERT DOUGLAS REAGAN

July 9, 1980

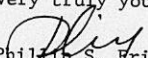
Mrs. Louise Olivarez
Metropolitan Area Planning Commission
City Hall, Tenth Floor
455 North Main
Wichita, Kansas 67202

RE: Blue Stem Village

Dear Louise:

In connection with the above plat, I am enclosing herewith the original executed Declaration of Protective Covenants relating to the off street parking requirement, the rights of the city of Wichita regarding maintenance of common areas, and the revocation of prior covenants. Why don't you hold this and then submit it for recording at the time that the plat is so submitted. If you have any questions, please let me know.

Very truly yours,


Phillip S. Frick
of FOULSTON, SIEFKIN, POWERS & EBERHARDT

PSF/ms

Enclosure

DECLARATION OF PROTECTIVE COVENANTS

This Declaration, made this 6th day of July, 1980, by PEBBLE CREEK COMPANY, a Partnership, (the "Declarant").

W I T N E S S E T H: That,

WHEREAS, Declarant is the owner of certain real property in Wichita, Sedgwick County, Kansas, which is more particularly described as Bluestem Village, 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 7 through 21 inclusive, Block 2, Lots 24 through 29 inclusive, Block 2, Lots 37 through 44 inclusive, Block 2, Lots 46 through 70 inclusive, Block 2, lots 72 through 79 inclusive, Block 2, Lots 81 through 85 inclusive, Block 2 and Lots 9 through 15 inclusive, Block 1 shall provide four (4) off-street parking spaces per lot. On-street parking shall be permitted on the right side of each cul-de-sac upon entering.

2. Rights of City of Wichita. Reserves D, E, F, G, H, J, K, L, M, N, P, Q, and R in said Addition have been designated as "Common Area" and are to be conveyed to a Home Owner's Association to be formed at a later date, which association shall be responsible for the maintenance and upkeep thereof. Until such conveyance, Declarant, as owner, shall be responsible for such maintenance and upkeep. In the event that the Declarant or the Association, its successors or assigns, shall fail at any time to maintain the Common Area or fail in any manner to fulfill their obligations relating to the Common Area, the City of Wichita may serve a written Notice of Delinquency upon the Declarant or the Association setting forth the manner in which the Declarant or 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 Declarant of 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 value of the properties within the Addition 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 or the Association 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 Declarant or 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.

3. Revocation of Prior Covenants. Those certain covenants dated August 30, 1979, recorded January 25, 1980, on film 405, page 457, and dated January 2, 1980, recorded January 25, 1980, on film 405, page 459, relating to Pebble Green, an Addition to Wichita, Sedgwick County, Kansas, are hereby revoked in their entirety.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of this 8th day of July, 1980.

PEBBLE CREEK COMPANY,
A PARTNERSHIP

By H. D. Ritchie
H. D. Ritchie, a partner

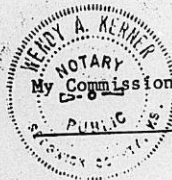
ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 0th day of July, 1980, before me, a notary public within and for the county and state aforesaid, came H. D. Ritchie, a partner of Pebble Creek Company, a partnership, who is personally known to me and known to me to be the same person who executed the foregoing Declaration of Protective Covenants, 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 a partner of Pebble Creek Company, for and on behalf of and as the free and voluntary act and deed of said partnership, 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.

L. J. ...
Notary Public



My Commission Expires: 6-30-82

LAW OFFICES

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LINDA R. CONSTABLE
LARRY G. RAFF
ROBERT DOUGLAS READAN

July 8, 1980

Mrs. Louise Olivarez
Metropolitan Area Planning Commission
City Hall, Tenth Floor
455 North Main
Wichita, Kansas 67202



RE: Blue Stem Village

Dear Louise:

I enclose herewith a copy of the proposed restrictive covenant to be filed in connection with the above captioned plat. I have sent the original to be executed and will forward that on to you as soon as I have it. In the meantime, if you have any questions or corrections, please let me know.

Very truly yours,


Phillip S. Frick
of FOULSTON, SIEFKIN, POWERS & EBERHARDT

PSF/ms

Enclosure

DECLARATION OF PROTECTIVE COVENANTS

This Declaration, made this ____ day of _____, 1980, by PEBBLE CREEK COMPANY, a Partnership, (the "Declarant").

W I T N E S S E T H: That,

WHEREAS, Declarant is the owner of certain real property in Wichita, Sedgwick County, Kansas, which is more particularly described as Bluestem Village, 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 7 through 21 inclusive, Block 2, Lots 24 through 29 inclusive, Block 2, Lots 37 through 44 inclusive, Block 2, Lots 46 through 70 inclusive, Block 2, lots 72 through 79 inclusive, Block 2, Lots 81 through 85 inclusive, Block 2 and Lots 9 through 15 inclusive, Block 1 shall provide four (4) off-street parking spaces per lot. On-street parking shall be permitted on the right side of each cul-de-sac upon entering.

2. Rights of City of Wichita. Reserves D, E, F, G, H, J, K, L, M, N, P, Q, and R in said Addition have been designated as "Common Area" and are to be conveyed to a Home Owner's Association to be formed at a later date, which association shall be responsible for the maintenance and upkeep thereof. Until such conveyance, Declarant, as owner, shall be responsible for such maintenance and upkeep. In the event that the Declarant or the Association, its successors or assigns, shall fail at any time to maintain the Common Area or fail in any manner to fulfill their obligations relating to the Common Area, the City of Wichita may serve a written Notice of Delinquency upon the Declarant or the Association setting forth the manner in which the Declarant or 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 Declarant or 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 value of the properties within the Addition 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 or the Association 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 Declarant or 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.

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of this ____ day of _____, 1980.

PEBBLE CREEK COMPANY,
A PARTNERSHIP

By _____,
_____, a partner

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this ____ day of _____, 1980, before me, a notary public within and for the county and state aforesaid, came _____, a partner of Pebble Creek Company, a partnership, who is personally known to me and known to me to be the same person who executed the foregoing Declaration of Protective Covenants, 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 a partner of Pebble Creek Company, for and on behalf of and as the free and voluntary act and deed of said partnership, 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.

Notary Public

My Commission Expires:

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. McCullough
Secretary.



Neal B. [Signature]
Authorized Signatory

SCHEDULE A

Number
288532

Effective Date
June 9, 1980 @ 7:00 a.m.

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

Proposed Insured:

Metropolitan Area Planning Department

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

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:

Pebble Creek Company, a partnership

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

A tract in the Southwest Quarter of Section 5, Township 27 South, Range 2 East of the 6th P.M., Sedgwick County, Kansas, and including a portion of Pebble Green, an Addition to Wichita, Sedgwick County, Kansas, described as beginning at a point on the east line of the Southwest quarter of said Section 5, 1035.00 feet north of the south quarter corner of said Section 5, said east line bearing N 0°55'07" W; thence S 89°04'53" W, 75.00 feet; thence N 0°55'07" W, 300.48 feet; thence N 44°15'58" E, 105.73 feet; thence S 0°55'07" E, 375.00 feet to the point of beginning; and also all of the Southeast quarter of Section 5, Township 27 South, Range 2 East of the 6th P.M., EXCEPT the two following described tracts:

The east 515.00 feet of the south 640.00 feet of the southeast quarter of said Section 5; and beginning at the center of said Section 5, thence easterly along the north line of the southeast quarter of said Section 5 bearing N 89°05'16" E, 300 feet; thence S 19°21'03" W, 252.41 feet; thence S 70°04'53" W, 224.80 feet to the west line of the southeast quarter of said Section 5; thence northerly along said west line bearing N 0°55'07" W, 310.00 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): Taxes for year 1979 Paid. (Key #MI-26, MI-26-1, MI-27 & MI-27-8) (assessed with other property)
9. Right of way for pipeline purposes to Cities Service Gas Company over a strip of land 66 feet in width the center line of which is described as beginning at a point on the South line 45 feet West of the Southeast corner of the Southeast Quarter of Section 5, Township 27 South, Range 2 East, thence extending Northerly to a point on the North line 49 feet West of the Northeast corner of said Quarter Section, as disclosed by instrument dated July 2, 1948, filed July 14, 1948, in Book Misc. 236, Page 181 and instrument dated June 9, 1970, filed June 24, 1970, in Book Misc. 669, Page 338.
10. Utility easement established on Film 419, Page 1430, over a portion of subject property.
11. Easements for utilities and drainage, access controls and building setback lines as established by the recorded plat of Pebble Green.
12. Rights of the public over the East 30 feet and the South 40 feet of the SE/4 of Section 5, Township 27 South, Range 2 East for road.
13. Covenants and restrictions covering portions of subject property on Film 172, Page 879; Film 405, Page 457; and Film 405, Page 459 and the lien of unpaid assessments, if any, arising from the provisions thereof, You should ascertain that all assessments have been paid. Our Policy, when issued, will except the lien of unpaid assessments, if any, arising from the provisions thereof.
14. Minimum pad elevation on Lots 11 thru 28 inclusive, Block 1, Pebble Green Addition shall be 197.0, City of Wichita Datum.

(Schedule continued)

Policy Number _____ Owners _____

Policy Number _____ Leon _____

15. Reserves A, B, C, D and E, Pebble Green Addition are platted for the use of cart paths, utilities, drainage, recreation, buffer zones and open spaces.
16. Reserve F is platted for the use of cart paths, fire lane, utilities, drainage, buffer zones and open space.
17. 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.
18. Furnish for examination an authentic copy of the partnership agreement of Pebble Creek Company, a Kansas partnership, and of the amendments thereto, if any.

We reserve the right to make any additional requirements we deem necessary.

CERTIFICATE

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

I, Pebble Creek Company, owner and plat-
tor of Bluestem Village 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
Bluestem Village Addition may be subject to special
assessments assessed thereto for the cost of construction the above-described im-
provements.

Signed this 2nd day of July, 1980.

H. P. Ritchie Partner
Pebble Creek Company by
H. P. Ritchie, Partner

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

Be it remembered that on this 2nd day of July, 1980, before
me, a notary public in and for said County and State, came H. P. Ritchie
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.

My Appointment Expires:
6-30-82

L. J. ... as Witness
Notary Public



LAW OFFICES
FOULSTON, SIEFKIN, POWERS & EBERHARDT

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BROADWAY AT DOUGLAS
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LARRY S. RAPP
ROBERT DOUGLAS REAGAN

July 2, 1980

RECEIVED

JUL 3 1980

METROPOLITAN PLANNING
ROUTE House

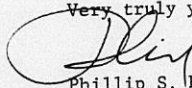
Mr. Robert Lakin
Director of Planning
Metropolitan Area Planning Department
City Hall - 10th Floor
455 N. Main Street
Wichita, Kansas 67202

Re: Final Plat Requirements, Bluestem Village
Addition

Dear Mr. Lakin:

I am writing you on behalf of Pebble Creek Company, the developer of Bluestem Village Addition, and in connection with certain final plat requirements. This is your assurance that if Lots 1 and/or 89, Block 2, of said addition, are to be developed with individually-owned dwelling units, a homeowners' association shall be established prior to the issuance of any building permits for the ownership and maintenance of any common areas within said lots. If you need further information, please let us know.

Very truly yours,



Phillip S. Frick

of FOULSTON, SIEFKIN, POWERS & EBERHARDT

PSF:lh

cc: E. D. Ritchie
Kenneth H. Bengston

6/10
6-23-80

received

OK

P 1
2
3
15

8

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made this _____ day of _____, 1980, by TALLGRASS COMPANY, a partnership, (the "Declarant").
AS PER OWNERSHIP LIST

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Wichita, Sedgwick County, Kansas, which is more particularly described as Bluestem Village, an Addition to Wichita, Sedgwick County, Kansas, (the "Addition"); and

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to said property to insure the proper development thereof and adequate maintenance and government of Common Area, and the rights of property owners and residents therein; and

WHEREAS, it is the purpose and intention of this Declaration that all of said property, except as otherwise provided herein, shall be held and/or conveyed subject to the conditions and restrictions contained in this Declaration; and

WHEREAS, there shall be established the Bluestem Village Owners' Association, consisting of the owners of certain residential lots included within the Addition, which lots are Lots 1 through 28, inclusive, Block 1; and Lots 2 through 88, inclusive, Block 2, hereinafter referred to as the "Association"; and

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

7-2-80 I suggested to attorney that the recorded covenants on Paddle Green Addition might need to be voided.

7-2-80 attorney said owner not ready to file these full covenants now. Will submit ownership, maintenance covenant and parking covenant for filing with plat.

NOW, THEREFORE, Declarant hereby declares that all of said Addition, except Lots 1 and 89, Block 2, and Reserves A, B, C, and S, 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 therein or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

ASSOCIATION 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. Each of such landowners 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, 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 the recorded plat; 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 homesite shall be deemed to be one "Lot" for the purpose of computing voting rights and liability for maintenance charges hereunder.

Section 5. Members shall be entitled to one vote 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 vote for such Lot shall be exercised as the Owners of such Lot may determine among themselves. Notwithstanding the foregoing, Declarant shall be entitled to three votes for each single residential Lot of which it is the Owner.

Section 6. Initial Operation. The initial operation of the Association shall be by Declarant until such time as Declarant turns over the operations thereof to the Association.

ARTICLE II

PROPERTY RIGHTS

✓ Section 1. Declarant hereby dedicates and conveys to each Member, a right and easement of enjoyment in and to the common areas described hereafter, hereinafter collectively referred to as "Common Area", and Declarant 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. 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, whether specifically set forth in deeds to the lots 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 to be conveyed to the Association and the use thereof is as follows:

Reserve "J"	Emergency fire lane and construction and maintenance of underground public utilities.
Reserve "R"	Construction and maintenance of guard house.
Reserves "D", "E", "F", "G", "H", "K", "L", "M", "N", "P", and "Q"	Cart paths, drainage, recreation, buffer zones, open spaces, construction and maintenance of public utilities.

The Common Area, except Reserve "J" and "R", 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 if done in conformance with the Ordinances of the City of Wichita, Kansas. All members, their families, 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 members, their families, and their guests if 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, Declarant 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. 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

ASSESSMENTS

Section 1. All of the residential Lots of the Members of the Association 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. 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 lots, and each lot shall be assessed an equal amount. 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, including the guardhouse; for planting trees and shrubbery and the care thereof; for expenses incidental to the proper operation and maintenance of any 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 enforcement of these restrictions, 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 ten percent (10%) per annum.

Section 5. It is expressly understood and agreed that the annual assessment charge shall be a lien and encumbrance on the lot with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any of said Lots, 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, 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 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 ending _____, shall be _____ per Lot. The maximum annual assessment may be increased for any subsequent year to an amount which is no more than five percent (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 _____, 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 (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.

Section 10. Additional Assessments. There shall be included in the assessment levied by the Association pursuant to the foregoing provisions of this Article III, such additional amount as may be due and owing Tallgrass Club, owner of the adjacent golf course, its successors and assigns, pursuant to a certain agreement entered in to between Declarant and Tallgrass Club, which agreement provides for the payment of a certain monthly sum by the Association to Tallgrass Club, to be utilized by it in maintaining the landscaping and green spaces of the golf course and in maintaining the running track lying along the north boundary of the addition. Each owner and the Association shall be bound by the provisions hereof and said agreement which agreement provides in summary as follows:

- (a) All sums paid by the Association to Tallgrass Club shall be used by Tallgrass Club for maintenance and care of the landscaping and green spaces of the golf course and for maintenance, replacement and repair of the running track and its appurtenances which runs in an east-west direction across the property owned by Tallgrass Club.
- (b) Each owner, family members and guests (when accompanied by an owner or family member) shall have the right to utilize said running track in common with all others to whom the same right has been granted and subject to such rules and regulations regarding the use thereof as may be promulgated by Tallgrass Club, its successors and assigns.
- (c) The monthly assessment payable to Tallgrass Club may be increased from time to time pursuant to the terms of said agreement.
- (d) The obligation of the Association to pay said sums to Tallgrass Club shall continue so long as Tallgrass Club, its successors and assigns, shall maintain and operate said golf course. At such time as said property shall cease to be operated as a golf course, and such cessation shall continue for a period of more than six months, then and in that event, the obligation of the Association to pay said sum shall terminate as of the date such golf course first ceased to be so operated.

(e) Said assessment is the binding obligation of the Association to Tallgrass Club, its successors and assigns, and any failure of any owner to make payment of such owner's assessment to the Association shall not diminish the Association's obligation to Tallgrass Club, its successors and assigns, for the full amount of such payment.

(f) The initial monthly assessment for calendar year 1981 shall be Ten Dollars (\$10.00) per month per lot, with the obligation as to each lot to commence with the first full month after the month in which the ~~dwelling located on such lot is occupied, or~~ ~~golf course is open for play.~~

(g) A similar obligation to Tallgrass Club shall be imposed upon all other residential additions of which Declarant is either owner or part owner and platted within any of the parcels located within the Bluestem Community Unit Plan.

ARTICLE IV

COVENANTS FOR MAINTENANCE

Section 1. Maintenance of Lots and Improvements:
Lien. Each Owner (other than Declarant) 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 any lot, 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 the Architectural Control Committee (the "ACC"), its agents, assignees or successors. In the event the ACC 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 the ACC, but in any event shall include (i) 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 the ACC 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 the ACC 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 the ACC, 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 the ACC shall have the right, through their 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 the ACC may record

an Affidavit of Nonpayment of Removal or Alteration Charges in the office of the Register of Deeds of Sedgwick County, Kansas stating (i) the legal description of the property upon which the lien is claimed, (ii) the name(s) of the Owner(s) of said property, and (iii) 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 ten percent (10%) per annum shall be fully paid, the Association or the ACC 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 (i) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which has been satisfied, (ii) state the legal description of the property affected, and (iii) 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 or 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, it 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 the ACC exercises any discretionary or interpretive powers.

Section 6. Right of Inspection. Any agent of the ACC 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 the ACC, 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 the ACC, Declarant, 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.

Section 8. Membership. The members of the Architectural Control Committee shall be three persons to be appointed by Declarant, two of whom shall be architectural and/or landscape design professionals doing business in Wichita, Kansas, and whose address shall be _____, Wichita, Kansas. Upon the death or resignation of any member

of the committee, Declarant shall appoint a successor, unless at such time, Declarant has relinquished its rights hereunder as hereinafter provided. In such event, the Association shall have full authority to designate a successor. The act of a majority of the committee shall be binding and the majority of the committee may designate a representative to act for it. Declarant may relinquish its rights under this paragraph by advising the Association in writing of its intent to do so and in such event, the Association shall have the authority of Declarant under this paragraph.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

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

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

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

(c) 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;

(d) No boat, boat trailer, house trailer, camper, camper trailers, recreational vehicles, or similar items shall be stored in and on any street, the Common Area, or in the open on any Lot; and

(e) No fence shall be erected on any Lot, except for privacy fences erected immediately adjacent to patios and swimming pools.

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 value of the properties within the Addition and to prevent the Common Areas from becoming a nuisance, may enter upon said Common Areas and perform the obligations listed in the Notice of Deficiency. All costs incurred by the City of Wichita 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. Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and on the Common Areas. Dogs and other animals shall not be allowed to trespass on the adjacent Country Club whether on leash or not.

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.

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; Garages. 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, if any, located in the Common Areas. Garage doors which face on a street shall be kept closed at all times except for purposes of entry, exit, or maintenance.

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 triangular 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 rounded 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 conditions any drainage channels and swales located on any Lot owned by such Owner.

Section 15. 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 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 16. Model Homes and Real Estate Offices. All else herein notwithstanding, any Lot owned by Declarant may be used for a model home or for a real estate office until all homes in the development are sold.

Section 17. 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 18. Association Discretion. Notwithstanding any other provisions herein, the Association may authorize any Owner with respect to his Lot to:

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

Section 19. 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.

Section 20. 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 VII

ENFORCEMENT

Section 1. Enforcement. The Association, Declarant, 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, Declarant, 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 VIII

ADDITIONAL LAND

Section 1. Additional Land. Declarant 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 Sedgwick 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 Sedgwick County, Kansas, of an instrument expressly stating an intention so to annex and describing such additional real property to be so annexed. During that ten (10) year period commencing with the date of the recording of this Declaration, Declarant, its successors or assigns, may annex such additional real property in its absolute discretion. From and after the termination of said ten (10) 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 IX

POWER OF ASSIGNMENT AND DELEGATION

Section 1. Power to Assign and Delegate. Declarant 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 X

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 XI

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) year. 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.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of this _____ day of _____, 1980.

TALLGRASS COMPANY,
A PARTNERSHIP

By _____, a partner

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of _____, 1980, before me, a notary public within and for the county and state aforesaid, came _____ of Tallgrass Company, a partnership, who is personally known to me and known to me to be the same person who executed the foregoing 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 a partner of Tallgrass Company, for an on behalf of and as the free and voluntary act and deed of said partnership, 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.

Notary Public

My Commission Expires:

July 3, 1980

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

Re: S/D 80-36 - Final plat of Bluestem Village

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on Thursday, July 3, 1980, the above-captioned plat was considered. The action of the Planning Commission to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of June 27, 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:

1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
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 platlor.
3. Certification that all taxes due and payable for 1979 and prior years have been paid.

Please call if you have any questions.

Sincerely,

Louise Olivarez
Senior Planner

LO:bh

cc: Pebble Creek Co., Inc., 1900 Amidon, 67203

June 27, 1980

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

Re: S/D 80-36 - Final plat of Bluestem Village

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, June 26, 1980, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

petitions

petitions

petitions

petitions

- A. The applicant shall guarantee the paving of all public streets within this addition, including the construction of roll back curbs at the golf cart crossings. Prior to construction of the golf cart crossings, the applicant shall work with the Department of Law to resolve any conflicts which may exist regarding unlicensed vehicles crossing public streets.
- B. The applicant shall guarantee the extension of sanitary sewer to serve all lots.
- C. The applicant shall guarantee the extension of City water to serve all lots.
- D. The applicant shall guarantee any drainage improvements required by the platting of this property. *Sanitary Sewers*
- E. The applicant shall submit a parking covenant which provides for 4 off-street parking spaces per dwelling unit on lots which are located on 58-foot streets.
- F. The westernmost Windwood Court shall be changed to Windwood Circle. Tanglebush may be changed to Greenleaf and Windemere may be changed to Boxthorn.
- G. Homeowners' Associations shall be formed to provide for the ownership and maintenance of the common open spaces. Declarations of covenants providing for the formation of these associations and specifically providing for the maintenance of the common areas (with provisions for City

maintenance in the event the owners fail to adequately maintain) shall be submitted to the Planning Department for recording at the time of City Commission approval of the plat.

- H. The building setbacks shown on the preliminary plat for Lot 1, Block 2 shall be added to the final plat tracing.
- I. The recording data for the Cities Service Gas Company easement adjacent to Webb Road shall be shown on the final plat tracing.
- J. The platator's text shall be revised to state that Reserves B & K are for floodways and that no "structures" (rather than "enclosed buildings") shall be constructed within the floodways.
- K. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, July 3, 1960, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Louise Olivarez
Senior Planner

LO:hh

cc: Pebble Creek Co., Inc. 1900 Amidon, 67203
Dean Sellers, Acting City Engineer
Paul Johnston, Flood Control

EASEMENT

THIS EASEMENT made this 26th day of June, 1980

by and between Pebble Creek Company

of the first part and City of Wichita

of the second part.

WITNESSETH: that the said first party , in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second parties a perpetual right of way and easement for the purpose of constructing, maintaining, and repairing their Utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A 20.00 foot wide strip of land described as follows:

Commencing at the south quarter corner of Section 5, T 27 S, R 2 E of the 6th P.M.; thence northerly along the east line of the southwest quarter of said Section 5 bearing N 0° 55' 07" W, 1600.00 feet; thence S 89° 04' 53" W, 191.00 feet to the point of beginning; thence S 28° 14' 00" W, 200.00 feet to the end point of said 20.00 foot wide strip, said end point being N 13° 08' 20" W, 1458.00 feet from said south quarter corner.

And said second party are hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing their utilities, including the right to open and excavate in any streets or ways that may be constructed on the surface of said easements, provided that upon completion of the necessities of grantee's operations the surface of such easements shall be restored as nearly as possible to its original condition.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

W. F. Binter, father

STATE OF KANSAS
SEDGWICK COUNTY ss:

Personally appeared before me a notary public in and for the County and State aforesaid W. F. Binter to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas this 26th day of June, 1980



Ada L. Banks
Notary Public Ada L. Banks

My appointment Expires: May 25, 1983

*copy of easement delivered by Ken Bergstein 6-26-80
cost as needed by RSE*

Final plat

SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 80-36 Name Bluestem Village
Date Application Rec'd. May 29, 1980 Preliminary Approval 6-12-80
Scheduled S/D Meeting 6-29-80

DESCRIPTION

General Location North of 21st Street and west of Webb Road

Owner Pebble Creek Co., Inc.
Surveyor/Engineer Van Doren, Hazard, Stallings
Address 260 N. Rock Rd., Suite 250, 67206 Phone 264-0676

- | | |
|--|--|
| 1. Gross Acreage of Plat <u>151.01±</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>64'</u> R/W <u>4510</u> ft. |
| Residential <u>117</u> | b. <u>58'</u> R/W <u>3040</u> ft. |
| Commercial _____ | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>117</u> | TOTAL <u>7550</u> ft. |
| 3. Minimum Lot Frontage <u>100'</u> at setback | 8. Sidewalk adjacent to all streets? <u>yes</u> <u>y</u> <u>no</u> |
| 4. Minimum Lot Area <u>14,000</u> sq. ft. | |
| 5. Existing Zoning <u>AA</u> | |
| 6. Proposed Zoning <u>AA w/C.U.P. (DP-96)</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewer <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) <u>N/A</u> (Yes-No) | |
| 12. City of Wichita <u>Yes</u> : Three-Mile Area _____ | |

STAFF COMMENTS:

- A. The applicant shall guarantee the paving of all public streets within this addition, including the construction of roll back curbs at the golf cart crossings. Prior to construction of the golf cart crossings, the applicant shall work with the Department of Law to resolve any conflicts which may exist regarding unlicensed vehicles crossing public streets.
- B. The applicant shall guarantee the extension of sanitary sewer to serve all lots.
- C. The applicant shall guarantee the extension of City water to serve all lots.
- D. The applicant shall guarantee any drainage improvements required by the platting of this property. The City Engineer's representative shall be prepared to comment on the applicant's final drainage plan and state what drainage improvements are required.
- E. The applicant shall submit a parking covenant which provides for 4 off-street parking spaces per dwelling unit on lots which are located on 58-foot streets.
- F. The westernmost Windwood Court shall be changed to Windwood Circle.
- G. Homeowners' Associations shall be formed to provide for the ownership and maintenance of the common open spaces. Declarations of covenants providing for the formation of these associations and specifically providing for the maintenance of the common areas (with provisions for City maintenance in the event the owners fail to adequately maintain) shall be submitted to the Planning Department for review at least 3 weeks prior to the City Commission review date.

(Over)

- H. The building setbacks shown on the preliminary plat for Lot 1, Block 2 shall be added to the final plat tracing.
- I. The recording data for the Cities Service Gas Company easement adjacent to Webb Road shall be shown on the final plat tracing.
- J. Recording of the plat within 30 days after approval by the Board of City Commissioners.

June 13, 1980

Van Doren-Hazard & Stallings
Suite 250
260 N. Rock Road
Wichita, Ks. 67206

Re: S/D 80-36 - Preliminary plat of Bluestem Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, June 12, 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. ✓ In accordance with the associated C.U.P., the access control on Webb Road shall be revised to indicate that one opening is allowed. It shall be noted that the limited number of access points to the arterials is at the developer's request and is not a platting requirement.
- B. ✓ The associated C.U.P. indicates an emergency access easement into Lot 89, Block 2 from the north. This easement, as well as the one between Lots 51 and 52 in Block 2, shall be shown on the final plat as reserves. The platting text shall state what these reserves are for.
- C. - The note on the preliminary plat indicates that Reserves B thru I will be blanket utility easements. If any recreational facilities are proposed for these areas, such as swimming pools or tennis courts or structures with permanent foundations, the easements shall be limited to specific areas.
- D. Homeowners' Associations shall be formed to own and maintain the common open space, such as the reserves, private drives and parking areas, entrance signs, guardhouse, golf course, etc. Declarations of covenants providing for the formation of these associations and specifically providing for the maintenance of the common areas (with provisions for City maintenance in the event the owners fail to adequately maintain) shall be submitted with the final plat.

Van Doren-Hazard & Stallings
June 13, 1980
Page 2

- E. The applicant shall guarantee the paving of all public streets within this subdivision. This guarantee shall include the construction of roll back curbs at the golf cart crossings.
- F. The applicant shall meet with Flood Control prior to filing a final plat in order to work out the location of floodways within the preserves and required minimum pads.
- G. The applicant shall guarantee the extension of sanitary sewer to serve all lots.
- H. The applicant shall guarantee the extension of City water to serve all lots.
- I. The applicant shall guarantee any drainage improvements required by the platting of this property.
- J. The applicant shall submit a parking covenant which provides for 4 off-street parking spaces per dwelling unit on lots which are located on 58-foot streets.
- K. The applicant shall select another name for this plat since there is already a Bluestem Addition.
- L. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- M. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

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

Sincerely,

Forrest L. Nagley
Junior Planner

FLN:bh

cc: Pebble Creek Co., Inc. 1900 Amidon, 67203
Bill G. Yung, 1355 N. Waco, 67203
Dean Sellers, Acting City Engineer
Paul Johnston, Flood Control

N. Change Westermont Windemere Ct. to Windemere Circle

SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSIONS/D NO. 80-36 Name Bluestem
Date Application Rec'd. May 29, 1980 Preliminary Approval
Scheduled S/D Meeting June 12, 1980

DESCRIPTION

General Location North of 21st Street and west of Webb RoadOwner Pebble Creek Company, Inc.
Surveyor/Engineer Bill G. Yung Design
Address 1355 N. Waco, Wichita, Ks. 67203 Phone 264-0676

- | | |
|---|--|
| 1. Gross Acreage of Plat <u>151.01+</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: <u>117</u> | a. <u>64'</u> R/W <u>4510</u> ft. |
| Residential <u>117</u> | b. <u>58'</u> R/W <u>3040</u> ft. |
| Commercial _____ | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>117</u> | TOTAL <u>7550</u> ft. |
| 3. Minimum Lot Frontage <u>100' at setback</u> | 8. Sidewalk adjacent to all streets? <u>yes</u> <u>X</u> <u>no</u> |
| 4. Minimum Lot Area <u>14,000 square feet</u> | |
| 5. Existing Zoning <u>AA</u> | |
| 6. Proposed Zoning <u>AA w/C.U.P. (DP-96)</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No). Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No). Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) <u>NA</u> (Yes-No) | |
| 12. City of Wichita <u>Yes</u> : Three-Mile Area _____ | |

STAFF COMMENTS:

NOTE: This is a replat of Pebble Green Addition

- A. In accordance with the associated C.U.P., the access control on Webb Road shall be revised to indicate that one opening is allowed. It shall be noted that the limited number of access points to the arterials is at the developer's request and is not a platting requirement.
- B. The associated C.U.P. indicates an emergency access easement into Lot 89, Block 2 from the north. The easement, as well as the one between Lots 51 and 52 in Block 2, shall be shown on the final plat as reserves. The platting text shall state what these reserves are for.
- C. The note on the preliminary plat indicates that Reserves B thru L will be blanket utility easements. If any recreational facilities are proposed for these areas, such as swimming pools or tennis courts or structures with permanent foundations, the easements shall be limited to specific areas.
- D. Homeowners' Association shall be formed to own and maintain the common open spaces such as the reserves, private drives and parking areas, entrance signs, guardhouse, golf course, etc. Declarations of covenants providing for the formation of these associations and specifically providing for the maintenance of the common areas (with provisions for City maintenance in the event the owners fail to adequately maintain) shall be submitted with the final plat.
- E. The C.U.P. states that a sidewalk plan will be submitted at the time of platting. The applicant or his agent shall be prepared to discuss the proposed location of sidewalks.
- F. The applicant shall guarantee the paving of all public streets within this subdivision. This guarantee shall include the construction of roll back curbs at the golf cart crossings.

(Over)

- G. The applicant shall guarantee the extension of sanitary sewer to serve all lots.
- H. The applicant shall guarantee the extension of City water to serve all lots.
- I. The applicant shall guarantee any drainage improvements required by the platting of this property.
- J. The applicant shall submit a parking covenant which provides for 4 off-street parking spaces per dwelling unit on lots which are located on 58-foot streets.
- K. 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.
- L. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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 _____

Map No.: 6050
Section No.: 5
Twp. No.: 27S
Range: 2E

S/D No. 80-36

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Bluestem

General Location: NW Corner of Webb Road & 21st Street North

North of 21st Street and west of Webb Road

Name of Property Owner: Pebble Creek Company Inc.

Address: 1900 Amidon, Wichita, Kansas 67203 Phone: 838-9301

Name of Subdivider: Pebble Creek Company Inc.

Address: 1900 Amidon, Wichita, Kansas 67203 Phone: 838-9301

Name of Agent/Surveyor: Bill G. Yung Design

Address: 1355 N. Waco, Wichita, Kansas 67203 Phone: 264-0676

Date of Application: May 29, 1980

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 151.0+
2. Number of Lots:
 - Residential 117
 - Commercial _____
 - Industrial _____
 - Other _____
3. Minimum Lot Frontage 100' @ Setback ft.
4. Minimum Lot Area 14,000 sq. ft.
5. Existing Zoning AA
6. Proposed Zoning AA W/ C.U.P. (DP-96)
7. Lineal Feet of New Streets:
 - a. 64' R/W 4510 ft.
 - b. 58' R/W 3040 ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL 7550 ft.
8. Sidewalk adjacent to all streets? yes X no
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

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: W.D. Bunte

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

Received by L.O.
Date 5.29.80
Fee Submitted 585.00