

PLAT. NO. S/D 81-47 MAP NO. 6050

NAME PLUMTHICKET

LOCATION: West side of Webb Road, in an area north of
21st Street North.

ENGINEER Bill G. Yung Design

OWNER Tallgrass Company

APPLICATION FILED 4-28-81

SKETCH PLAT FILED _____

PRELIMINARY FILED 4-28-81

S/D ACTION 5-14-81 *approve*

FINAL FILED _____

S/D ACTION 5-28-81 *approve*

MAPC ACTION 6-4-81 *approve*

BCC ACTION 8-11-81 *Approved*

RECORDED 8-25-81

REMARKS Associated Case DP-96

MAP.C.

eggs 6-4-81

B.C.C./B.60.C.

Cherry Road 8-11-81

S/D 81-47 - PLUMTHICKET - West
side of Webb Road, in an area
north of 21st St. North. By:
Bill G. Yung Design.

POSTED
5-1-81

ACTION

		DATE
S/D COMMITTEE	<i>(Prelim) approve</i>	<i>5-14-81</i>
	<i>S/D (final) approve</i>	<i>5-28-81</i>
M.A.P.C.	<i>approve</i>	<i>6-4-81</i>
B.C.C./B. CO. C.	<i>Approved</i>	<i>8-11-81</i>

S/D 81-47 - PLUMHICKET - West
side of Webb Road, in an area
north of 21st St., North. By:
Bill G. Yung, Design.

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

SD 81-47 n
Map: 6050
Assess. DP-962

PLMTHICKET ADDITION was
filed for record on August 25, 1981

Barry J. McIntire
Register of Deeds

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

T9-328

X

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 81-47 Name Plumthicket
Application & Sketch Filed: 4-28-81
Preliminary Plat Filed: 4-28-81 Approved by S/D: 5-14-81
Final Plat Filed: 5-18-81 Approved by S/D: 5-28-81
Approved by Metropolitan Area Planning Commission: 6-4-81

DESCRIPTION

General Location: west side of Webb Road in an area north of 21st Street

Surveyor or Engineer: Van Doren-Hazard-Stallings
Owner: Tallgrass Company
Address: P.O. Box 4048

1. Gross Acreage of Plat <u>15.6</u>	6. Access Control
2. Number of Lots	St. <u>Webb Road</u> No. Openings <u>None</u>
Residential <u>25</u>	St. _____ No. Openings _____
Commercial _____	St. _____ No. Openings _____
Industrial _____	7. Req'd Improvements
Other _____	St. Paving <u>x</u> Water <u>x</u>
Total Number of Lots: <u>25</u>	Sidewalk _____ Drainage <u>x</u>
3. Minimum Lot Area: <u>10,000 sq. ft.</u>	Sewer _____ Other _____
4. Existing Zoning: <u>AA with CUP</u>	
5. Special Problems Discussed:	

100% petitions have been submitted for extension of City water to each lot and for paving the interior streets, including drainage incidental to the paving. A certificate confirming the petitions has been submitted. Sanitary sewer was guaranteed with the platting of Bluestem Village, of which Plumthicket is a partial replat. An easement for storm drain across properties to the north and south has been granted by separate instrument. Covenants providing for the formation of a homeowners' association to own and maintain the reserves has been submitted for recording. Included is a covenant requiring each dwelling unit to provide 4 off-street parking spaces.

PLANNING COMMISSION RECOMMENDATION: Approve the plat subject to recording within 30 days after approval by the Board of City Commissioners.

Martens moved, Hansen seconded and it carried unanimously. Lofton and Shook were absent.

ACTION: Receive and file the water engineering feasibility 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; accept the storm drain easement; instruct the City Clerk to file the easement, covenants, and certificate with the Register of Deeds, the recording cost of which shall be billed to the applicant; approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

Film 491
179 539
8-18-81

THIS DECLARATION, made this 10th day of August, 1981, by TALLGRASS COMPANY, a partnership (the "Declarant").

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 Plumthicket, an Addition to Wichita, Sedgwick County, Kansas (the "Addition"); and

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to portions of said property to insure the proper development thereof and adequate maintenance and government of the 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 Plumthicket Owners' Association, consisting of the owners of the lots included within the Addition, hereinafter referred to as the "Association"; and

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

NOW, THEREFORE, Declarant hereby declares that all of said Addition 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. Formation of Association. The Association shall be organized prior to the conveyance of any lot in the Addition by Declarant as a nonprofit corporation for a perpetual term under the laws of the State of Kansas.

Section 2. Membership. Membership in the Association shall be mandatory for each owner of a lot. Each of such landowners is hereinafter referred to as an "Owner".

Section 3. Definition of Member. "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. Definition of "Lot". 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. Voting Rights. There shall be two (2) votes for each Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. The votes for such Lot shall be exercised as the Owners of such Lot may determine

among themselves. Notwithstanding the foregoing, Declarant shall be entitled to six votes for each 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. Easement in Common Area. 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, except any current ad valorem or special assessment taxes. The Association shall be responsible for the payment of taxes and insurance on the Common Area and for the proper maintenance of the open spaces and for compliance with this Agreement. 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 2. Regulations. 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 property subject to this Declaration.

Section 3. Description of Common Area. The Common Area to be conveyed to the Association and the use thereof is as follows:

Reserves "A", "B", "C",
"D", "E", "F", and "G".

Cart paths, drainage, recreation,
buffer zones, open spaces, con-
struction and maintenance of pub-
lic utilities.

Reserves "A" and "F"

Construction of wall and fire
lane easement.

The Common Area, except Reserve "G", 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, 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 in good standing, 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 4. Reservation of Rights in the Common Area. 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, public walkways, 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 Area 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 Area 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. Assessments. All of the 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 either annually or semiannually.

Section 2. Determination of Assessments. 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 Area, 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. Use of Assessment Fund. 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 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 street cleaning; for street signs, street lights, and snow removal; for constructing, purchasing, maintaining, or operating any community service; for purchase of insurance; 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. Interest on Delinquent Assessments. 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 fifteen percent (15%) per annum or at such higher rate as may be permitted by law.

Section 5. Lien for Delinquent Assessments. 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 the 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 said parties.

Section 6. Subordination of Assessment Lien. The lien provided for herein shall be subordinate to the lien of any first 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. Right of Association to Enforce Payment of Assessment. By the 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 (except for such sum assessed pursuant to Section 10 hereof), for the calendar year ending December 31, 1982, shall be Three Hundred Dollars (\$300) per Lot. The maximum annual assessment may be increased for any subsequent year to an amount which is no more than ten percent (10%) compounded above the maximum permitted annual assessment for the previous year without a vote of the membership of the Association.

(b) The annual assessment for any year commencing after December 31, 1982, 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 vote of the Members in attendance, 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 in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

Section 10. Additional Assessments. In order to help provide for a comprehensive neighborhood scheme and an integrally related community, Declarant has entered into certain agreements with the owner of the adjoining property regarding the development of a golf course thereon. In order to induce said owner of the adjacent property to develop such golf course, which

golf course will affirmatively contribute to the aesthetic and monetary values of the Addition and the Lots therein, and in order to assist in providing proper maintenance and care of the green spaces thereon and for other consideration hereafter set out, Declarant has contracted with said owner to provide for the additional assessment provided for herein.

In order to assist in providing for the proper maintenance and care of the green spaces located on the adjacent golf course property, there shall be included in the assessment levied by the Association pursuant to the foregoing provisions of this Article III an additional amount determined as hereinafter provided, which amount shall be due and owing Tallgrass Club, owner of the adjacent golf course, its successors and assigns, to be utilized by it in maintaining the landscaping and green spaces of the golf course; provided, however, that the provisions of this Section 10 shall not apply to Declarant. Each Owner and the Association shall be bound by the provisions hereof as follows:

(a) All sums paid by the Association to Tallgrass Club (or any successor or assign) shall be used by Tallgrass Club (or any successor or assign) to help defray the cost of maintenance and care of the landscaping and green-spaces of the golf course, such maintenance and care to be performed by it at such times and in such manner as the said Tallgrass Club (or any successor or assign), in its sole discretion, deems reasonable and appropriate.

(b) The annual assessment payable to Tallgrass Club, its successors or assigns, shall be in the initial amount as set out in Subparagraph (f) hereof. Beginning with calendar year 1983, each annual assessment shall be increased pursuant to the "All Items Figure" of the 1978 revised Consumer Price Index-Urban Wage Earners and Clerical Workers-U. S. City Averages (1967 = 100) (the "BLS Index"), issued by the Bureau of Labor Statistics of the United States Department of Labor, with the initial assessment being predicated on such figure as issued for the month of September, 1981. For each succeeding calendar year said assessment shall be in an amount equal to such assessment for the initial year multiplied by a fraction, the numerator of which shall be the BLS index figure for September of the preceding year, and the denominator of which shall be such

figure for September, 1981. In no event, however, shall such amount be less than the initial amount. In the event the BLS index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the percentage increase shall be made with the use of such conversion factor, formula, or table for converting the index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, by any other nationally recognized publisher of similar statistical information.

(c) Nothing herein shall be construed as obligating Tallgrass Club, its successors or assigns, to continue the operation of the golf course; however, the obligation of the Association to pay said sums to Tallgrass Club, its successors or assigns, shall continue only so long as Tallgrass Club, its successors or 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 (6) 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.

(d) Said assessment shall be levied and collected as a part of the assessment against each Lot as herein provided, but the collection and payment thereof shall also be 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. This provision is for the benefit of said Tallgrass Club and its successors and assigns and may be enforced by it pursuant to law.

(e) The initial annual assessment for calendar year 1981 shall be in the following amount with the obligation as to each Lot or dwelling unit to commence with the first full month after the month in which the golf course or any portion thereof is first opened for play, said assessment to be prorated on a monthly basis for a partial year.

Single family detached
dwelling unit \$120.00 per unit

(f) A similar obligation to Tallgrass Club, its successors and assigns, 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. The minimum initial annual assessment for calendar year 1981 as to any such additional lots or dwelling units other than single family, detached, is as follows, the same to be prorated as aforesaid.

Duplex, fourplex,
townhouse, condominium,
and zero lot line
dwelling units \$60.00 per unit

Apartment units, being
defined as 15 or more
dwelling units per acre \$30.00 per unit

ARTICLE IV

Covenants for Maintenance

Section 1. Maintenance of Lots and Improvements; Lien.
Each Owner (other than Declarant) shall keep all Lots owned by

such Owner 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 exterior 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 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, remove, 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 or improvement 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. Form of Plans and Specifications. 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 (a) a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials, and location with respect to the particular Lot or Lots (including proposed front, rear, and side set-backs) of all structures, the location thereof with reference to structures on adjoining portions of the property, and the number and location of all parking spaces and driveways on the Lot or Lots; and (b) 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 reentered, 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 fifteen percent (15%) 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 preexisting 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 ACC, 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. The Association or any of its agents 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 nonperformance of any duties or functions under this Article V.

Section 8. Membership. The original members of the ACC shall be three persons to be appointed by Declarant. Upon the death or resignation of any member of the ACC, 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 shall retain its rights hereunder until the same are relinquished to the Association. Declarant may relinquish its rights or any portion thereof under this paragraph to the Association 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, and Declarant shall relinquish such rights at such time as Declarant shall cease to own any Lots in the Addition.

ARTICLE VI

General Covenants and Restrictions

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

(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 those expressly permitted by Section 20 of this Article VI and those specifically approved as to location, size, type, and material by the ACC.

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: Offstreet Parking Requirement. Reserves "A" through "G", inclusive, in said Addition have been designated as "Common Area" and are to be conveyed to an Owners' 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 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 Area from becoming a nuisance, may enter upon said Common Area and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Declarant or the Association may be assessed equally against all the Lots within the Addition in the same manner as provided by law for special assessments, and said assessments may be established as liens upon said Lots. Should the Declarant or the Association, their 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 (20) day period to be provided in said Notice, apply for a hearing before the Board of City Commissioners to appeal said obligations, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

Each of the Lots shall provide four (4) off-street parking spaces per dwelling unit. On-street parking shall be permitted on the right side of each cul-de-sac upon entering.

Section 4. Trees. No tree having a diameter of three (3) 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, reptiles, 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 Area. Dogs and other animals shall not be allowed to trespass on the adjacent golf course 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. The Association may remove nonconforming signs upon three (3) days' notice to the Owner, such removal to be at the cost of said Owner. In addition to the foregoing, so long as Declarant owns any Lots in the Addition, Declarant may require any Owner, real estate agent, or other person desiring to utilize a sign to advertise a Lot or home for sale, lease, or rent to utilize a standard sign provided by Declarant for which a reasonable rental may be charged by Declarant. The number and location of any such signs shall be subject to reasonable rules adopted by Declarant. Any nonconforming sign may be removed, without notice, by Declarant, and Declarant shall not be liable to anyone in the event of any such removal.

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 the Common Area, 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 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 the Common Area or the sidewalks and bicycle paths, if any, located in the Common Area. 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 condition any drainage channels and swales located on any Lot owned by such Owner, in accordance with the master drainage plan.

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.

Section 16. Model Homes and Real Estate Offices. All else herein notwithstanding, any Lot owned by Declarant or persons so authorized 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, except with specific written approval of the Association. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance of a private residence.

Section 18. Land Use. None of the Lots may be improved, used, or occupied for other than the uses as designated by the recorded plat thereof, the Bluestem Community Unit Plan, or applicable zoning regulations.

Section 19. Requirement to Plant Lawn and Trees, Shrubs, or Bushes. Within sixty (60) days after occupancy of a residence on a Lot, the Owner thereof shall submit to the ACC a landscape plan for its approval, pursuant to the provisions of ARTICLE V hereof, which plan shall include planting a lawn and at least fifteen (15) perennial shrubs, bushes, or trees on such Lot and shall further include all areas between public sidewalk and the paved streets. Such landscaping shall be installed not later than the next planting season.

Section 20. Fences. No fence shall be constructed or maintained on any Lot except for primary fences immediately

adjacent to patios which are appurtenant to a home, except that this restriction shall not prohibit the construction and maintenance of fences constructed only of black wrought iron which do not exceed six (6) feet in height and which do not materially obstruct the passage of light and air.

Section 21. Set-Back Requirements. No building, structure or other improvement may be constructed or maintained on any Lot which shall be nearer than twenty-five (25) feet to the front property line, nearer than ten (10) feet to either side boundary line, or nearer than twenty-five (25) feet to the rear boundary line of any Lot; provided, that the foregoing set-back requirements shall not be applicable to any improvement, building, or structure constructed below the surface level of the ground, or to swimming pools constructed in the ground, or to any tennis courts, paddle tennis courts, or similar sports surfaces constructed at ground level, but nothing contained in this provision shall be deemed to permit the installation or operation of any lighting equipment in such areas.

Section 22. Restrictions not Exclusive. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by the Bluestem Community Unit Plan, 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, including additional Common Areas, to the property covered by this Declaration, 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 votes 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 by an instrument signed by the Owner(s) of not less than seventy-five percent (75%) of the votes in the Addition and recorded in the Office of the Register of Deeds of Sedgwick County, Kansas, or any other public office for recording instruments affecting real property located in Sedgwick County, Kansas, as may hereafter be established; provided, however, that ARTICLE VI, Section 3, shall not be amended without the prior approval of the Wichita Board of City Commissioners.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of this 10th day of August, 1981.

TALLGRASS COMPANY, a Partnership
By: RITCHIE ENTERPRISES,
Managing Partner

By C. R. Ritchie
_____, a Partner

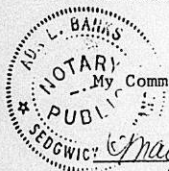
ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 10th day of August, 1981, before me, a notary public within and for the County and

State aforesaid, came E.D. Ritchie, a partner of Ritchie Enterprises, Managing Partner 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 Ritchie Enterprises, 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.



My Commission Expires:

May 25, 1983

Ada L. Banks
Notary Public

FOULSTON, SIEFKIN, POWERS & EBERHARDT
LAW OFFICES
700 FOURTH FINANCIAL CENTER
BROADWAY AT DOUGLAS
WICHITA, KANSAS 67202
(316) 267-6371

GEORGE B. POWERS*
JOHN F. EBERHARDT
ROBERT C. FOULSTON
MALCOLM MILLER
ROBERT W. PARTWIDGE
ROBERT M. SIEFKIN
RICHARD C. HARRIS
GERALD SAWATZKY
ROBERT L. HOWARD
CHARLES J. WOODIN
NIKEL L. STOUT
BENJAMIN C. LANGEL
JERRY G. ELLIOTT

*COUNSEL

GEORGE SIEFKIN (1895-1954)

WILLIAM H. DYE
PHILLIP S. FRICK
STANLEY G. ANDELL
FREDERICK L. HAAS
RICHARD D. EWT
DARRELL L. WARTA
WILLIAM R. SAWPSEN
HARVEY R. ROSENBERG
CHRISTOPHER P. CHRISTIAN
MICHAEL KIM BOONIE
JAMES M. ARMSTRONG
MARY KATHLEEN BARCOCK
CHARLES P. EFFLAND
JAMES G. OLIVER

ROBERT C. FOULSTON (1889-1942)

GARY L. AYERS
MARK G. AYERS
E. EUGENE CLARK
LINDA K. COUSTABLE
NICHOLAS R. DALY
OLGORA G. FLETCHER
JAY F. FOWLER
STEPHEN M. KERWICK
GARY E. KNIGHT
RICHARD C. MORRIS
JOHN J. MURPHY
LARRY S. RAFF
N. DOUGLAS READAN
M. KAY ROYSE
NOLA TEDESCO

August 4, 1981

Mr. Bill Binter
Ritchie Enterprises
P. O. Box 4048
Wichita, Kansas 67204

RECEIVED
AUG 5 1981
METROPOLITAN PLANNING
ROUTE Louise

RE: Plumthicket Covenants

Dear Bill:

Pursuant to our discussion, I have revised the Plumthicket covenants in accordance with the letter of July 29, 1981 from MAPC. The changes occur on pages 2, 4, 17, 18 and 24. Enclosed is the original as well as two copies for your files. I am sending a copy to Louise for her files also. If there is anything else I need to be doing, please let me know.

Very truly yours,

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

PSF/ms
Enclosures
cc: Louise Olivarez

The attached pages were changed ^{or signed} by Tallgrass Company after they received them from Phil. Copies of the revised pages are included in the full copy dated August 10, 1977.

golf course will affirmatively contribute to the aesthetic and monetary values of the Addition and the Lots therein, and in order to assist in providing proper maintenance and care of the green spaces thereon and for other consideration hereafter set out, Declarant has contracted with said owner to provide for the additional assessment provided for herein.

In order to assist in providing for the proper maintenance and care of the green spaces located on the adjacent golf course property and in order to provide for the maintenance and care of the running track located near the Addition, there shall be included in the assessment levied by the Association pursuant to the foregoing provisions of this Article III an additional amount determined as hereinafter provided, which amount shall be due and owing Tallgrass Club, owner of the adjacent golf course, its successors and assigns, to be utilized by it in maintaining the landscaping and green spaces of the golf course and in maintaining the running track lying to the north of the Addition; provided, however, that the provisions of this Section 10 shall not apply to Declarant. Each Owner and the Association shall be bound by the provisions hereof as follows:

(a) All sums paid by the Association to Tallgrass Club (or any successor or assign) shall be used by Tallgrass Club (or any successor or assign) to help defray the cost of maintenance and care of the landscaping and green spaces of the golf course, such maintenance and care to be performed by it at such times and in such manner as the said Tallgrass Club (or any successor or assign), in its sole discretion, deems reasonable and appropriate, and for maintenance, replacement, and repair of the running track and its appurtenances, in such manner and at such times as Tallgrass Club (or any successor or assign), in its sole discretion, deems appropriate, which track runs in an east-west direction across the property owned by Tallgrass Club.

(b) Each Owner, family member of an Owner, and guest (when accompanied by an Owner or family member of an Owner) 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 annual assessment payable to Tallgrass Club, its successors or assigns, shall be in the initial amount as set out in Subparagraph (f) hereof. Beginning with calendar year 1983, each annual assessment shall be increased pursuant to the "All Items Figure" of the 1978 revised Consumer Price Index-Urban Wage Earners and Clerical Workers-U. S. City Averages (1967 = 100) (the "BLS Index"), issued by the Bureau of Labor Statistics of the United States Department of Labor, with the initial assessment being predicated on such figure as issued for the month of September, 1981. For each succeeding calendar year said assessment shall be in an amount equal to such assessment for the initial year multiplied by a fraction, the numerator of which shall be the BLS index figure for September of the preceding year, and the denominator of which shall be such figure for September, 1981. In no event, however, shall such amount be less than the initial amount. In the event the BLS index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the percentage increase shall be made with the use of such conversion factor, formula, or table for converting the index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, by any other nationally recognized publisher of similar statistical information.

(d) Nothing herein shall be construed as obligating Tallgrass Club, its successors or assigns, to continue the operation of the golf course; however, the obligation of the Association to pay said sums to Tallgrass Club, its successors or assigns, shall continue only so long as Tallgrass Club, its successors or 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 (6) 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 shall be levied and collected as a part of the assessment against each Lot as herein provided, but the collection and payment thereof shall also be 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. This provision is for the benefit of said Tallgrass Club and its successors and assigns and may be enforced by it pursuant to law.

(f) The initial annual assessment for calendar year 1981 shall be in the following amount with the obligation as to each Lot or dwelling unit to commence with the first full month after the month in which the golf course or any portion thereof is first opened for play, said assessment to be prorated on a monthly basis for a partial year.

Single family detached
dwelling unit \$120.00 per unit

(g) A similar obligation to Tallgrass Club, its successors and assigns, 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. The minimum initial annual assessment for calendar year 1981 as to any such additional Lots or dwelling units other than single family, detached, is as follows, the same to be prorated as aforesaid.

Duplex, fourplex,
townhouse, condominium,
and zero lot line
dwelling units \$60.00 per unit

Apartment units, being
defined as 15 or more
dwelling units per acre \$30.00 per unit

ARTICLE IV

Covenants for Maintenance

Section 1. Maintenance of Lots and Improvements; Lien.
Each Owner (other than Declarant) shall keep all Lots owned by

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.

Section 16. Model Homes and Real Estate Offices. All else herein notwithstanding, any Lot owned by Declarant or persons so authorized 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, except with specific written approval of the Association. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance of a private residence.

Section 18. Land Use. None of the Lots may be improved, used, or occupied for other than the uses as designated by the recorded plat thereof, the Bluestem Community Unit Plan, or applicable zoning regulations.

Section 19. Requirement to Plant Lawn and Trees, Shrubs, or Bushes. Within sixty (60) days after occupancy of a residence on a Lot, the Owner thereof shall submit to the ACC a landscape plan for its approval, pursuant to the provisions of ARTICLE V hereof, which plan shall include planting a lawn and at least fifteen (15) perennial shrubs, bushes, or trees on such Lot and shall further include all areas between public sidewalk and the paved streets. Such landscaping shall be installed not later than the next planting season.

Section 20. Fences. No fence shall be constructed or maintained on any Lot which shall extend beyond the front,

side, and backyard set-back lines established in Section 21 of this Article VI, except that this restriction shall not prohibit the construction and maintenance of fences constructed only of black wrought iron which do not exceed six (6) feet in height and which do not materially obstruct the passage of light and air.

Section 21. Set-Back Requirements. No building, structure or other improvement may be constructed or maintained on any Lot which shall be nearer than twenty-five (25) feet to the front property line, nearer than ten (10) feet to either side boundary line, or nearer than twenty-five (25) feet to the rear boundary line of any Lot; provided, that the foregoing set-back requirements shall not be applicable to any improvement, building, or structure constructed below the surface level of the ground, or to swimming pools constructed in the ground, or to any tennis courts, paddle tennis courts, or similar sports surfaces constructed at ground level, but nothing contained in this provision shall be deemed to permit the installation or operation of any lighting equipment in such areas.

Section 22. Restrictions not Exclusive. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by the Bluestem Community Unit Plan, 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 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 by an instrument signed by the Owner(s) of not less than seventy-five percent (75%) of the votes in the Addition and recorded in the Office of the Register of Deeds of Sedgwick County, Kansas, or any other public office for recording instruments affecting real property located in Sedgwick County, Kansas, as may hereafter be established; provided, however, that ARTICLE VI, Section 3, shall not be amended without the prior approval of the Wichita Board of City Commissioners.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of this ____ day of _____, 1981.

TALLGRASS COMPANY, a Partnership
By: RITCHIE ENTERPRISES,
Managing Partner

By _____,
_____, a Partner

ACKNOWLEDGEMENT

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this ____ day of _____,
1981, before me, a notary public within and for the County and

State aforesaid, came _____, a partner of Ritchie Enterprises, Managing Partner 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 Ritchie Enterprises, 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.

My Commission Expires:

Notary Public

July 29, 1981

Mr. Bill Binter
P. O. Box 4048
Wichita, Kansas 67204

Re: Restrictive Covenants for
Plumthicket

Dear Mr. Binter:

I have reviewed the covenants which were submitted last week for Plumthicket Addition and have a few suggested changes or additions as outlined below:

- 1) The covenants should state when the homeowners' association will be formed and when the common areas will be conveyed to the association. References on pages 1, 2, 3 and 17 state that an association will be formed and the common areas conveyed but no statement as to when these events will occur.
- 2) Page 4: Reserve "G" is no longer proposed for a guardhouse but for buffer zone, open space and utilities.
- 3) Page 17: Changes in Section 3 of Article VI regarding the City's right to maintain the common areas should be changed as noted on the attached sheet. These changes have been recommended by our legal counsel.
- 4) Page 18: "Each of the lots shall provide four off-street parking spaces per dwelling unit."
- 5) Page 24: Paragraph on amendments should state that Article VI, Section 3 shall not be amended without prior approval by the Wichita Board of City Commissioners.

Mr. Bill Binter
July 29, 1981
Page Two

If you have any questions about these requested changes, please call me at 268-4421. I have enclosed the original signed document. I will need the revised document returned by August 7th in order to keep this plat scheduled on the City Commission agenda of August 11, 1981.

Sincerely,

Louise Olivarez
Senior Planner

LO:jps
Enclosure
cc: Phil Frick, 700 Fourth Financial Center, 67202

Plumthicket Covenants

1. Covenants should state when homeowners association will be formed and when the common areas will be conveyed to the association
2. page 4: Reserve G is no longer prepared for a garage but for buffer zone, open space and utilities
3. page 17: Article VI Section 3 Rights of City....

Section 3. Rights of City of Wichita; Offstreet Parking Requirement. Reserves "A" through "G" inclusive in said Addition have been designated as "Common Area" and are to be conveyed to an 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 ^{equally against} the ~~lots~~ ^{lots within} ~~Common Areas~~ in the same manner as provided by law for ~~such~~ ^{special} assessments and said assessments may be established as liens upon said ~~Common Areas~~ ^{lots}. 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~~ ^{obligations}, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

4. page 18 : "Each of the lots shall provide four off-street parking spaces per dwelling unit."
5. page 24 : paragraph on amendments should state that Article VI Section 3 shall not be amended without prior approval by the ^{city} Board of City Commissioners.

Superseded

DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION, made this 20th day of July, 1981, by TALLGRASS COMPANY, a partnership, (the "Declarant").

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 Plumthicket, an Addition to Wichita, Sedgwick County, Kansas, (the "Addition"); and

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to portions of said property to insure the proper development thereof and adequate maintenance and government of the 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 Plumthicket Owners' Association, consisting of the owners of the lots included within the Addition, hereinafter referred to as the "Association"; and *when?*

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

NOW, THEREFORE, Declarant hereby declares that all of said Addition 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

when?
Section 1. Formation of Association. 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. Membership in the Association shall be mandatory for each owner of a lot. Each of such landowners is hereinafter referred to as an "Owner".

Section 3. Definition of Member. "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.

*see
what's
in
the
plat
of
lots*
Section 4. Definition of "Lot". 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. Voting Rights. There shall be two votes for each Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. The votes for such

Lot shall be exercised as the Owners of such Lot may determine among themselves. Notwithstanding the foregoing, Declarant shall be entitled to six votes for each 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

where?
Section 1. Easement in Common Areas. 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, except any current ad valorem or special assessment taxes. The Association shall be responsible for the payment of taxes and insurance on the Common Area and for the proper maintenance of the open spaces and for compliance with this Agreement. 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 2. Regulations. 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 property subject to this Declaration.

Section 3. Description of Common Area. The Common Area to be conveyed to the Association and the use thereof is as follows:

Reserves "A", "B",
"C", "D", "E",
and "F"

Cart paths, drainage, recreation,
buffer zones, open spaces, con-
struction and maintenance of pub-
lic utilities.

Reserve "C"

Construction and maintenance of
guard house.

Reserves "A" and "F"

Construction of wall and fire
lane easement.

The Common Area, except Reserve "C", may be used for recrea-
tion, hiking, nature study, picnicking, or other uses for the
benefit of its Members which may be determined by the Associa-
tion. Recreational facilities, including but not limited to
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 in good standing, 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 perfor-
mance of any other obligation required by this Declaration.

Section 4. Reservation of Rights in the Common Area.

Notwithstanding any other provision of this Declaration,
Declarant reserves the right to grant easements within the Com-
mon Area for the installation, repair, and maintenance of water
mains, sewers, drainage courses, public walkways, 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 Area 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 mort-
gage 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 Area 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. Assessments. All of the 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 either annually or semi-annually.

Section 2. Determination of Assessments. 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. Use of Assessment Fund. 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 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 street cleaning; for street signs, street lights,

and snow removal; 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. Interest on Delinquent Assessments. 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 fifteen percent (15%) per annum or at such higher rate as may be permitted by law.

Section 5. Lien for Delinquent Assessments. 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 the 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 said parties.

Section 6. Subordination of Assessment Lien. The lien provided for herein shall be subordinate to the lien of any first 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. Right of Association to Enforce Payment of Assessment. By the 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 (except for such sum assessed pursuant to Section 10 hereof), for the calendar year ending December 31, 1982, shall be Three Hundred Dollars (\$300) per Lot. The maximum annual assessment may be increased for any subsequent year to an amount which is no more than ten percent (10%) compounded above the maximum permitted annual assessment for the previous year without a vote of the membership of the Association.

(b) The annual assessment for any year commencing after December 31, 1982, 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 vote of the Members in attendance, 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 in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

Section 10. Additional Assessments. In order to help provide for a comprehensive neighborhood scheme and an integrally related community, Declarant has entered into certain agreements with the owner of the adjoining property regarding the development of a golf course thereon. In order to induce said owner of the adjacent property to develop such golf course, which golf course will affirmatively contribute to the aesthetic and monetary values of the addition and the lots therein, and in order to assist in providing proper maintenance and care of the green spaces thereon and for other consideration hereafter set out, Declarant has contracted with said owner to provide for the additional assessment provided for herein.

In order to assist in providing for the proper maintenance and care of the green spaces located on the adjacent golf course property and in order to provide for the maintenance and care of the running track located near the addition, there shall be included in the assessment levied by the Association pursuant to the foregoing provisions of this Article III an additional amount determined as hereinafter provided, which amount shall be due and owing Tallgrass Club, owner of the adjacent golf course, its successors and assigns, to be utilized by it in maintaining the landscaping and green spaces of the golf course and in maintaining the running track lying to the north of the Addition; provided, however, that the provisions of this Section 10 shall not apply to Declarant. Each owner and the Association shall be bound by the provisions hereof as follows:

(a) All sums paid by the Association to Tallgrass Club (or any successor or assign) shall be used by Tallgrass Club (or any successor or assign) to help defray the cost of maintenance and care of the landscaping and green spaces of the golf course, such maintenance and care to be performed by it at such times and in such manner as the said Tallgrass Club (or any successor or assign) in its sole discretion deems reasonable and appropriate, and for maintenance, replacement and repair of the running track and its

apportenances in such manner and at such times as Tallgrass Club (or any successor or assign) in its sole discretion deems appropriate, which track runs in an east-west direction across the property owned by Tallgrass Club.

(b) Each Owner, family member of an Owner and guest (when accompanied by an Owner or family member of an Owner) 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 annual assessment payable to Tallgrass Club, its successors or assigns, shall be in the initial amount as set out in subparagraph (f) hereof. Beginning with calendar year 1983, each annual assessment shall be increased pursuant to the "All Items Figure" of the 1978 revised Consumer Price Index-Urban Wage Earners and Clerical Workers-U. S. City Averages (1967 = 100) (the "BLS Index") issued by the Bureau of Labor Statistics of the United States Department of Labor with the initial assessment being predicated on such figure as issued for the month of September, 1981. For each succeeding calendar year said assessment shall be in an amount equal to such assessment for the initial year multiplied by a fraction, the numerator of which shall be the BLS index figure for September of the preceding year, and the denominator of which shall be such figure for September, 1981. In no event, however, shall such amount be less than the initial amount. In the event the BLS index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the percentage increase shall be made with the use of such conversion factor, formula, or table for converting the index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, by any other nationally recognized publisher of similar statistical information.

(d) Nothing herein shall be construed as obligating Tallgrass Club, its successors or assigns, to

continue the operation of the golf course; however, the obligation of the Association to pay said sums to Tallgrass Club, its successors or assigns, shall continue only so long as Tallgrass Club, its successors or 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 shall be levied and collected as a part of the assessment against each Lot as herein provided, but the collection and payment thereof shall also be 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. This provision is for the benefit of said Tallgrass Club and its successors and assigns and may be enforced by it pursuant to law.

(f) The initial annual assessment for calendar year 1981 shall be in the following amount with the obligation as to each Lot or dwelling unit to commence with the first full month after the month in which the golf course or any portion thereof is first opened for play, said assessment to be prorated on a monthly basis for a partial year.

Single family detached
dwelling unit \$120.00 per unit

(g) A similar obligation to Tallgrass Club, its successors and assigns, 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. The minimum initial annual assessment for calendar year 1981 as to any such additional Lots or

dwelling units other than single family, detached, is as follows, the same to be prorated as aforesaid.

Duplex, fourplex,
townhouse, condominium,
and zero lot line
dwelling units \$60.00 per unit

Apartment units, being
defined as 15 or more
dwelling units per acre \$30.00 per unit

ARTICLE IV

Covenants for Maintenance

Section 1. Maintenance of Lots and Improvements;
Lien. Each Owner (other than Declarant) shall keep all Lots owned by such Owner, 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 exterior 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 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, remove, 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 or improvement 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. Form of Plans and Specifications. 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 (a) a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot or Lots (including proposed front, rear and side set-backs) of all structures, the location thereof with reference to structures on adjoining portions of the property, and the number and location of all parking spaces and driveways on the Lot or Lots; and (b) 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 fifteen percent (15%) 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. The Association or any of its Agents 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 original members of the ACC shall be three persons to be appointed by Declarant. Upon the death or resignation of any member of the ACC, 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 shall retain its rights hereunder until the same are relinquished to the Association. Declarant may relinquish its rights or any portion thereof under this paragraph to the Association 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 and Declarant shall relinquish such rights at such time as Declarant shall cease to own any Lots in the Addition.

ARTICLE VI

General Covenants and Restrictions

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

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

see page 2
(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 those expressly permitted by Section 20 of this Article VI and those specifically approved as to location, size, type, and material by the ACC.

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; Offstreet Parking Requirement. Reserves "A" through "G" inclusive in said Addition have been designated as "Common Area" and are to be conveyed to an Owner's Association to be formed at a later date, ^{When?} 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 ^{special} 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} ~~hearing~~ before the Board of City Commissioners to appeal ^{the obligations in} ~~said~~ assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

assess
accrued fall
late in
Plumtree

said Notice

Shrilling unit
Each of the Lots 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.~~

Section 4. Trees. No tree having a diameter of three (3) 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, reptiles, 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 golf course 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. The Association may remove non-conforming signs upon three days notice to the Owner, such removal to be at the cost of said Owner. In addition to the foregoing, so long as Declarant owns any Lots in the Addition, Declarant may

require any Owner, real estate agent, or other person desiring to utilize a sign to advertise a Lot or home for sale, lease or rent, to utilize a standard sign provided by Declarant for which a reasonable rental may be charged by Declarant. The number and location of any such signs shall be subject to reasonable rules adopted by Declarant. Any nonconforming sign may be removed, without notice, by Declarant and Declarant shall not be liable to anyone in the event of any such removal.

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 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, in accordance with the master drainage plan.

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.

Section 16. Model Homes and Real Estate Offices. All else herein notwithstanding, any Lot owned by Declarant or persons so authorized 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 except with specific written approval of the Association. No machinery shall be placed or operated upon any Lot except such machinery as is usual in the maintenance of a private residence.

Section 18. Land Use. None of the Lots may be improved, used, or occupied for other than the uses as designated by the recorded plat thereof, the Bluestem Community Unit Plan or applicable zoning regulations.

Section 19. Requirement to Plant Lawn and Trees, Shrubs or Bushes. Within 60 days after occupancy of a residence on a Lot, the Owner thereof shall submit to the ACC a landscape plan for its approval pursuant to the provisions of Article V hereof, which plan shall include planting a lawn and at least fifteen (15) perennial shrubs, bushes, or trees on such lot and shall further include all areas between public sidewalk and the paved streets. Such landscaping shall be installed not later than the next planting season.

Section 20. Fences. No fence shall be constructed or maintained on any Lot which shall extend beyond the front, side and backyard set-back lines established in Section 21 of this Article VI except that this restriction shall not prohibit the construction and maintenance of fences constructed only of

black wrought iron, which do not exceed six (6) feet in height and which do not materially obstruct the passage of light and air.

Section 21. Set-Back Requirements. No building, structure, or other improvement may be constructed or maintained on any Lot which shall be nearer than twenty-five (25) feet to the front property line, nearer than ten (10) feet to either side boundary line, or nearer than twenty-five (25) feet to the rear boundary line of any Lot; provided, that the foregoing set-back requirements shall not be applicable to any improvement, building, or structure constructed below the surface level of the ground, or to swimming pools constructed in the ground, or to any tennis courts, paddle tennis courts or similar sports surfaces constructed at ground level, but nothing contained in this provision shall be deemed to permit the installation or operation of any lighting equipment in such areas.

Section 22. Restrictions not Exclusive. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by the Bluestem Community Unit Plan, 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, including additional Common Areas, to the property covered by this Declaration, 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 votes 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 by an instrument signed by the Owner(s) of not less than seventy-five percent (75%) of the votes in the Addition 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.

except that Article VI Section 3 shall not be amended without BCC approval

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of this 20th day of July, 1981.

TALLGRASS COMPANY, a Partnership
By: RITCHIE ENTERPRISES,
managing partner

By [Signature], a partner

ACKNOWLEDGEMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 20th day of July, 1981, before me, a notary public within and for _____

the county and state aforesaid, came H.D. Ritchie, a partner of Ritchie Enterprises, managing partner 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 Ritchie Enterprises, 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.



Commission Expires:

May 25, 1983

Ada L. Banks
Notary Public

EASEMENT

THIS EASEMENT made this 15th day of July, 1981
by and between Tallgrass Company, A Partnership
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 storm drain, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

All that part of Lot 89, Block 2 Bluestem Village Addition, Wichita, Sedgwick County, Kansas lying south of Plumthicket, an addition to Wichita, Sedgwick County, Kansas.

And also a 60 foot drainage easement, 30 foot lying on either side of a line beginning at the intersection of the extended west line of Lot 25, Block 1, Plumthicket an addition to Wichita, Sedgwick County, Kansas with the north line of Reserve F of said Plumthicket; thence N 0° 47' 16" E, 300 feet; thence N 70° 0' 0" W, 125 feet;

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 storm drain, 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.

Tallgrass Company, A Partnership

William J. Binter - partner

STATE OF KANSAS ss:
SEDGWICK COUNTY

Personally appeared before me a notary public in and for the County and State aforesaid William J. 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 11:30 this 15th day of July, 1981

Katheryn S. Bauman
Notary Public

My Appointment Expires: February 2, 1983



CERTIFICATE

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

I, Tallgrass Company, a partnership, owner and plat-
tor of Plumthicket an 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 & incidental drainage
2. Water
3. Sanitary sewer
- 4.
- 5.
- 6.
- 7.

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

Signed this 15th day of July, 1981.

William J. Binter, partner
Tallgrass Company, A Partnership

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

Be it remembered that on this 15th day of July 1981, before
me, a notary public in and for said County and State, came William J. Binter
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.

Katheryn S. Bauman
Notary Public

My Appointment Expires:





CITIES SERVICE GAS COMPANY

FIRST NATIONAL CENTER EAST - OKLAHOMA CITY, OKLAHOMA
PHONE (405) 238-0500

REPLY TO
POST OFFICE BOX 25128
OKLAHOMA CITY, 73125

June 16, 1981

Mr. Kenneth H. Bengtson
Van Doren-Hazard-Stallings
250 Rockborough Bldg.
260 North Rock Road
Wichita, Kansas 67206

RE: Encroachment on Cities Service Gas Co. Easement
SE/4 Sec. 5, T27S, R2E
Sedgwick County, Kansas

Dear Sir:

Pursuant to your letter dated April 13, 1981, attached please find the original and one copy of a permit to encroach on the above referenced easement. Will you please have the original executed and return same in the envelope provided, the copy is for your files.

I trust this will meet with your approval.

Very truly yours,

W. R. Bogard
W. R. Bogard
Assistant Manager
Land and Lease Department

WRB/kr

Enclosure



CITIES SERVICE GAS COMPANY

FIRST NATIONAL CENTER EAST - OKLAHOMA CITY, OKLAHOMA
PHONE (405) 236-0600

REPLY TO
POST OFFICE BOX 25128
OKLAHOMA CITY, 73125

June 15, 1981

Mr. Kenneth Bengtson, Partner
TALL GRASS COMPANY
250 Rockborough
260 North Rock Road
Wichita, Kansas 67206

Dear Mr. Burke:

RE: Permission to Encroach Upon Cities Service Gas Company's Restricted Easement E $\frac{1}{2}$ SE $\frac{1}{2}$ of Sec. 5, T27S, R2E, Sedgwick Co., KS (That portion shown as "Plumthicket")

Cities Service Gas Company (Cities Service) received your letter of April 13, 1981, in which your Company requests Cities Service's permission to construct a permanent screenwall which is further described in your above referenced letter and by your Company's plats dated April 4, 1981.

This letter is to inform you that Cities Service does not object to the permanent screenwall being constructed, providing that Tall Grass Company agrees to the following conditions:

1. That prior to the commencement of the construction of the screenwall, the Tall Grass Company shall first notify the Superintendent of Pipelines of Cities Service at 4002 South Seneca Street, Wichita, Kansas 67217, Phone: Area Code 316-524-0491.
2. That Tall Grass Company shall NOT install said screenwall nearer than 25 feet from centerline of the route of Cities Service's pipeline and shall be liable to Cities Service for any and all damages to Cities Service's pipeline resulting from the construction and maintenance of the screenwall.
3. Cities Service grants permission to Tall Grass Company to utilize a portion of the restricted 66-foot Easement as Plumthicket Road Right of Way, with no permanent structures to be installed.

*Where is
route of pipeline
in relation to
66' easmt.?*

Mr. Kenneth Bengtson

-2-

June 15, 1981

4. The Tall Grass Company shall hold Cities Service harmless from any and all damages to the Tall Grass Company's screenwall due to Cities Service exercising any of its rights granted in the pipeline easement on the aforescribed property.

This agreement and all provisions hereof shall be binding upon the parties and their respective voluntary and involuntary successors in interest.

Yours very truly,

CITIES SERVICE GAS COMPANY

ATTEST:

G.A. Gilbert
G. A. Gilbert
Assistant Secretary

By Jim R. Miller
Jim R. Miller
Vice President
Gas Transmission

ACCEPTED AND AGREED TO THIS 22nd DAY OF June, 1981.

TALL GRASS COMPANY, A Partnership

By Carl Piller

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA)

SS:



Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of June, 1981, personally appeared Jim R. Miller, to me known to be the identical person who subscribed the name of Cities Service Gas Company, a Corporation, to the foregoing instrument as its Vice President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

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

Karen E. Wilder
Notary Public

My Commission expires:

June 8, 1983

where is the seal?

Mr. Kenneth Bengtson

-3-

June 15, 1981

STATE OF Kansas }
COUNTY OF Sedgwick } SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of June, 1981, personally appeared E. D. Ritchie, to me known to be the identical person who subscribed the name of TALL GRASS COMPANY, a Partnership, to the foregoing instrument as its E. D. Ritchie, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such partnership for the uses and purposes therein set forth.

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

My commission expires:

Feb 2 1983

Katheryn S. Bauman
Notary Public



7-14-81

AMERICAN LAND TITLE ASSOCIATION COMMITMENT - 1966

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. McCallough
Secretary.

John J. Ryan
Authorized Signatory



CONDITIONS AND STIPULATIONS

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

Copyright, 1966 - American Land Title Association

SCHEDULE A

Number	Effective Date
300370	June 26, 1981 @ 7:00 A.M.

1. Owners Policy to be issued: ALTA Form B - 1970 Amount: plattling
(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:

Tallgrass Company, a partnership

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

A replat of Reserve "S" and part of Lot 89, Block 2, Bluestem Village, an addition to Wichita, Sedgwick County, Kansas more particularly described as beginning at a point on the North line of the Southeast Quarter, Section 5, Township 27 South, Range 2 East of the 6th P.M. 50.00 feet Westerly from the East Quarter corner of said Section 5, said point of beginning being on the West right of way line of Webb Road; thence Southerly along said West right of way line bearing South 0°47'16" East, 1729.89 feet; thence South 89°12'44" West, 390.00 feet; thence South 0°47'16" East, 50.96 feet; thence South 89°12'44" West, 45.00 feet; thence North 0°47'16" West, 155.00 feet; thence North 89°12'44" East, 45.00 feet; thence North 0°47'16" West 605.00 feet; thence South 89°12'44" West, 40.00 feet; thence North 0°47'16" West, 145.00 feet; thence North 89°12'44" East, 40.00 feet; thence North 0°47'16" West, 875.00 feet to the North line of said Southeast Quarter; thence along said North line bearing North 89°05'16" East, 390.00 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): 1980 Taxes \$560.69 Paid. Key #C-41805 and C-41821
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. *About 2' difference than shown on plat. Burlington said the pipeline company actually erected their line and then 53' was measured to each side.* 49
+33
82
10. Easements, building setback lines and access controls as established by the recorded plat of Bluestem Village.
11. The floodway, lying outside subject property shall be the responsibility of the owners of the property in the subdivision until such time as the governing body exercising jurisdiction elects to assume the responsibility for maintenance and improvement of the drainage, provided further that no building shall be constructed on or within said floodway, nor shall any fill, change of grade, creation of channel or other work be carried on without the permission of the Wichita-Sedgwick County Flood Control Office or their successors in office.
12. Covenants and restrictions contained on Film 434, Page 40.
13. Legal effect and consequences of the following grant on the recorded plat of Bluestem Village: Reserve S is platted for emergency fire lanes and construction and maintenance of underground public utilities.
(SEE ADDED PAGE)

(Schedule B continued)

FORM 3147R-4-67

Policy Number _____
Owners

Policy Number _____
Loan

14. 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.

EASEMENT

THIS EASEMENT made this 15th day of July, 1981
by and between Tallgrass Company, A Partnership
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 storm drain over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

All that part of Lot 89, Block 2 Bluestem Village Addition, Wichita, Sedgwick County, Kansas lying south of Plumthicket, an addition to Wichita, Sedgwick County, Kansas.

And also a 60 foot drainage easement, 30 foot lying on either side of a line beginning at the intersection of the extended west line of Lot 25, Block 1, Plumthicket an addition to Wichita, Sedgwick County, Kansas with the north line of Reserve F of said Plumthicket; thence N 0° 47' 16" E, 300 feet; thence N 70° 0' 0" W, 125 feet;

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 storm drain 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.

Tallgrass Company, A Partnership

William J. Binter - partner

STATE OF KANSAS
SEDGWICK COUNTY ss:

Personally appeared before me a notary public in and for the County and State aforesaid William J. 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 11:30 this 15th day of July, 1981

Katheryn S. Bauman
Notary Public

My Appointment Expires: February 2, 1983



7-14-81



250 Rockborough Building
260 North Rock Road
Wichita, Kansas 67206
316/686-7303

DATE July 14, 1981 JOB NO. 81-218-A0

PROJECT Plumthicket Final Plat

TO Louise Olivarez

Senior Planner, M.A.P.D.

455 North Main

Wichita, Kansas

TRANSMITTAL

COPIES
TO:

We are sending you the following items:

- PRINTS SPECIFICATIONS SHOP DRAWINGS TRACINGS
- BULLETIN CORRESPONDENCE OTHER

- FOR YOUR APPROVAL APPROVED AS TO GENERAL CORRECTNESS APPROVED AS CORRECTED
- REVISE & RESUBMIT FOR YOUR FILES FOR YOUR USE
- OTHER

REMARKS: Submitted herewith are copies of the following items:

1. Title Binder
 2. Closure computations
- _____

Signed *Kenneth H. Bengtson*
Kenneth H. Bengtson
Partner

June 5, 1981

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

Re: S/D 81-47 - Final plat of Plumthicket

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on Thursday, June 4, 1981, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of May 29, 1981.

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:

- 7-14 1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 7-14 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.
- 3-0 3. Certification that all taxes due and payable for 1980 and prior years have been paid.

Please call if you have any questions.

Very truly yours,

Louise Olivarez
Senior Planner

LO:bh

cc: Tallgrass Company, P.O. Box 4048, 67204

May 29, 1981

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

Re: S/D 81-47 - Final plat of Plumthicket

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on May 28, 1981, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- ✓ A. The necessary drainage easements across adjacent properties as required by the approved drainage plan shall be obtained by this applicant and submitted to the Planning Department for forwarding to the City Commission with the plat. *OK from Chris*
- ✓ B. *Breitenstein 7-27-81*
As requested by K.G. & E., the utility easements adjacent to Reserves A & F shall be increased to 20 feet.
- ✓ C. The applicant shall guarantee the extension of sanitary sewer to serve each of the lots being platted. *Mike L. said the petition submitted with Bluestem Village is still satisfactory. No additional guarantee needed at this time 7-27-81*
- ✓ D. *petition*
The applicant shall guarantee the extension of City water to serve each of the lots being platted.
- ✓ E. *petition*
The applicant shall guarantee the paving of the proposed interior streets. *Manager's office already has petition.*
- ✓ F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- ✓ G. *7-20*
The applicant shall submit a restrictive covenant stating that four off-street parking spaces will be provided for each dwelling unit within this addition.
- ✓ H. In accordance with the C.U.P., a homeowners' association shall be formed to provide for the ownership and maintenance of the reserves. The association covenants shall contain a provision which gives the City authority to maintain the reserves if the association fails to do so and assess the costs equally among all lots within Plumthicket Addition.

Van Doren-Hazard-Stallings
May 29, 1981
Page 2

*see
letter
dated
6-15-81
6-16*

- I. The current pipeline easement on this property is approximately 33 feet wide west of Webb Road. Prior to scheduling this plat before the Board of City Commissioners, written approval from the pipeline company shall be submitted to the Planning Department which states their willingness to allow a wall, utilities and a street to encroach this easement.
- J. Any raising, lowering, relocation or encasement of the pipeline required by the platting of this property shall be without cost to the City or County.
- K. The dedication of abutters' rights of access that is referenced in the plat's text shall be indicated on the face of the plat.
- L. The north-south street including the northernmost and southernmost cul-de-sacs, shall be labeled Plumthicket Circle on the final plat tracing. The full name of Plumthicket Court (or Plumthicket Ct.) shall be labeled on the other 3 cul-de-sacs.
- M. In accordance with Article 5-101(c) of the Subdivision Regulations, closure computations shall be submitted with the final plat tracing.
- N. Recording of the plat within 30 days after approval by the Board of City Commissioners.

*having
never
received*

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. The certificate will be required if petitions are submitted. 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, June 4, 1981, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Louise Olivarez
Senior Planner

LO:hh

cc: Tallgrass Company, P.O. Box 4048, 67204
Mike Lindebak, City Engineering

Final plat
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D No. 81-47 Name Plumthicket
Date Application Rec'd. 4-28-81 Preliminary Approval 5-14-81
Scheduled S/D Meeting 5-28-81

DESCRIPTION

General Location West side of Webb Road in an area north of 21st Street North

Owner Tallgrass Company
Surveyor/Engineer Van Doren-Hazard-Stallings
Address 260 N. Rock Road, Suite 250 Zip Code 67206 Phone 686-7303

- | | |
|--|---|
| 1. Gross Acreage of Plat <u>15.6</u> | 7. Lineal Feet of New Street |
| 2. Number of Lots : | a. <u>58</u> R/W <u>1,990</u> ft. |
| Residential <u>25</u> | b. _____ R/W _____ ft. |
| Commercial _____ | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>25</u> | TOTAL <u>1,990</u> ft. |
| 3. Minimum Lot Frontage <u>60</u> feet | 8. Sidewalk adjacent to all streets <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> <input type="checkbox"/> |
| 4. Minimum Lot Area <u>10,000</u> sq. ft. | |
| 5. Existing Zoning <u>AA with C.U.P.</u> | |
| 6. Proposed Zoning <u>AA with C.U.P.</u> | |
| 9. Is public water available <input checked="" type="checkbox"/> Yes _____ No, Name <u>City of Wichita</u> | |
| 10. Is sanitary sewer available <input checked="" type="checkbox"/> Yes _____ No, Name <u>City of Wichita</u> | |
| 11. Has Health Dept. approval been obtained (where applicable) <u>Yes</u> <input checked="" type="checkbox"/> <u>No</u> <input type="checkbox"/> | |
| 12. City of Wichita <u>X</u> 3-Mile Area _____ Outside of 3-Mile Area _____ | |

STAFF COMMENTS:

- A. The representative from the City Engineer's Office should be prepared to comment on the status of the applicant's final drainage plan and on the plans for the proposed guard-house that were to have been submitted to Engineering at the time of filing a final plat.
- B. The applicant shall guarantee the extension of sanitary sewer to serve each of the lots being platted.
- C. The applicant shall guarantee the extension of City water to serve each of the lots being platted.
- D. The applicant shall guarantee the paving of the proposed interior streets.
- E. The applicant shall guarantee any drainage improvements required by the platting of this property.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. The applicant shall submit a restrictive covenant stating that four off-street parking spaces will be provided for each dwelling unit within this addition.
- H. In accordance with the C.U.P., a homeowners' association shall be formed to provide for the ownership and maintenance of the reserves. The association covenants shall contain a provision which gives the City authority to maintain the reserves if the association fails to do so and assess the costs equally among all lots within Plumthicket Addition.
- I. The current pipeline easement on this property is approximately 33 feet wide west of Webb Road. As was pointed out at the time of the preliminary plat, proposed development plans call for a reduction of this easement to 25 feet (to be platted as a part of Reserve A). Prior to scheduling of this plat before the Board of City Commissioners, written approval from the pipeline company shall be submitted to

(Over)

the Planning Department which states their willingness to release the west 8 feet of the existing easement, and allow a wall and utilities in the remaining easement.

- J. Any raising, lowering, relocation or encasement of the pipeline required by the platting of this property shall be without cost to the City or County.
- K. The dedication of abutters' rights of access that is referenced in the plattor's text shall be indicated on the face of the plat.
- L. The north-south street including the northernmost and southernmost cul-de-sacs, shall be labeled Plumthicket Circle on the final plat tracing. The full name of Plumthicket Court (or Plumthicket Ct.) shall be labeled on the other 3 cul-de-sacs.
- M. In accordance with Article 5-101(c) of the Subdivision Regulations, closure computations shall be submitted with the final plat tracing.
- N. Recording of the plat within 30 days after approval by the Board of City Commissioners.

May 15, 1981

Bill G. Yung Design
8225 E. 35th St. North
Wichita, Ks. 67226

Re: S/D 81-47 - Preliminary plat of Plumthicket

Dear Mr. Yung:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission May 14, 1981, the above-captioned plat was considered. The action of the Committee was to approve the preliminary plat and authorize preparation of the final plat subject to the following:

- A. The final plat shall include a replat of all of the north 1,740 feet of Lot 89, Block 2, Bluestem Village. Those two portions of the old lot which lie west of the east 390 shall be replatted as reserves and designated for construction of a golf course, cart paths, recreation, buffer zones and open space.
- B. The drainage concept plan is approved subject to the obtaining of an off-site drainage easement to the west *and north.*
- C. Prior to or at the time of filing a final plat, the plans for the proposed guardhouse shall be submitted to City Engineering for review.
- D. The final plat shall indicate a 20-foot utility easement adjacent to the south line of Lots 1 and 2.
- E. The applicant shall guarantee the extension of sanitary sewer to serve each of the lots being platted.
- F. The applicant shall guarantee the extension of City water to serve each of the lots being platted.
- G. The applicant shall guarantee the paving of the proposed interior streets.
- H. The applicant shall guarantee any drainage improvements required by the platting of this property.

Bill G. Yung Design
Page 2
May 15, 1981

- I. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- J. The applicant shall submit a restrictive covenant stating that four off-street parking spaces will be provided for each dwelling unit within this addition.
- K. In accordance with the C.U.P., a Homeowners' Association shall be formed to provide for the ownership and maintenance of the reserves. The association covenants shall contain a provision which gives the City authority to maintain the reserves if the association fails to do so and assess the costs equally among all lots within Plumthicket Addition.
- ~~L.~~ The final plat shall specify the purposes of the proposed reserves in the plat's text and that they are to be owned and maintained by the Homeowners' Association.
- ~~M.~~ The final plat shall indicate 20-foot front yard setbacks rather than 8-foot setbacks shown on the preliminary plat.
- N. The applicant has advised that the reserves to be platted adjacent to Webb Road will be 27 feet wide on the final plat. The east 25 feet will be platted for the pipeline easement and the west 2 feet for the proposed wall adjacent to the east line of the new proposed street. Since the current pipeline easement is approximately 33 feet wide west of Webb Road, these proposed plans will require a reduction in the existing easement. The applicant shall contact the pipeline company regarding this matter prior to submitting the final plat.
- O. Any raising, lowering, relocation or encasement of the pipeline required by the platting of this property shall be without cost to the City or County.
- P. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- Q. 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: Van Doren-Hazard-Stallings, 260
N. Rock Rd., 67206
Tallgrass Co. P.O. Box 4048, 67204
Mike Lindebak, City Engineering

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 81-47 Name Plumthicket
Date Application Rec'd. 4-28-81 Preliminary Approval
Scheduled S/D Meeting 5-14-81

DESCRIPTION

General Location West side of Webb Road in an area north of 21st Street North

Owner Tallgrass Company
Surveyor/Engineer Bill G. Yung Design
Address 8225 East 35th Street Phone 682-4467

- | | |
|--|--|
| 1. Gross Acreage of Plat <u>15.6</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: <u>25</u> | a. <u>58</u> R/W <u>1,990</u> ft. |
| Residential <u> </u> | b. <u> </u> R/W <u> </u> ft. |
| Commercial <u> </u> | c. <u> </u> R/W <u> </u> ft. |
| Industrial <u> </u> | d. <u> </u> R/W <u> </u> ft. |
| Other <u> </u> | e. <u> </u> R/W <u> </u> ft. |
| Total Number of Lots <u>25</u> | TOTAL <u>1,990</u> ft. |
| 3. Minimum Lot Frontage <u>60</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>10,000</u> sq. ft. | streets? <u>yes</u> <u>X</u> no |
| 5. Existing Zoning <u>AA with C.U.P.</u> | |
| 6. Proposed Zoning <u>AA with C.U.P.</u> | |
| 9. Public Water Supply Yes (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers Yes (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) <u> </u> (Yes-No) | |
| 12. City of Wichita <u>X</u> : Three-Mile Area <u> </u> | |

STAFF COMMENTS:

NOTE: Plumthicket is a replat of part of Lot 89, Block 2, Bluestem Village Addition. The replatting of this property for single family lots is provided for in the recent amendment to the Tallgrass Community Unit Plan (DP-96).

- A. It is recommended that the final plat include all of the north 1,740 feet of Lot 89, Block 2, Bluestem Village. Those two portions of the old lot west of the east 390 feet shall be platted as reserves and designated for construction of a golf course, cart paths, recreation, buffer zones and open space.
- B. The representative from the City Engineer's Office should be prepared to comment on the status of the applicant's drainage concept plat.
- C. The applicant shall guarantee the extension of sanitary sewer to serve each of the lots being platted.
- D. The applicant shall guarantee the extension of City water to serve each of the lots being platted.
- E. The applicant shall guarantee the paving of the proposed interior streets.
- F. The applicant shall guarantee any drainage improvements required by the platting of this property.
- G. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- H. The applicant shall submit a restrictive covenant stating that four off-street parking spaces will be provided for each dwelling unit within this addition.

- I. In accordance with the C.U.P., a homeowners' association shall be formed to provide for the ownership and maintenance of the reserves. The association covenants shall contain a provision which gives the City authority to maintain the reserves if the association fails to do so and assess the costs equally among all lots within Plumthicket Addition.
- J. The final plat shall specify the purposes of the proposed reserves in the plattors text and that they are to be owned and maintained by the homeowners' association.
- K. The applicant has advised that the building setbacks on this plat which are shown as 8 feet will be 20 feet on the final plat.
- L. The applicant has advised that the reserves to be platted adjacent to Webb Road will be 27 feet wide on the final plat. The east 25 feet will be platted for the pipeline easement and the west 2 feet for the proposed wall adjacent to the east line of the proposed new street. Since the current pipeline easement is approximately 33 feet wide west of Webb Road, these proposed plans will require a reduction in the existing easement. The applicant shall contact the pipeline company regarding this matter prior to submitting the final plat.
- M. Any raising, lowering, relocation or encasement of the pipeline required by the platting of this property shall be without cost to the City or County.
- N. As indicated on the preliminary plat, Reserve G is proposed to be developed with a guardhouse with no building setbacks from adjacent public rights-of-way. The representative from City Engineering should be prepared to comment on this and state if a minimum building setback is required. This guardhouse construction will require the approval of the pipeline company since it will be located over their easement.
- O. It should be noted that a 20 foot fire lane easement is proposed in Reserve A.
- P. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Sub-division Regulations.
- Q. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

33' to 25'
just on West side

2' wall (27')

27'

10' curb from 'E'
PT

19' Curb ROW

10'
27' Easement 25' PL Easement

Webb

Map No.: 6050
Section: 5
Twp.: T27S
Range: 2E

S/D No. 81-47

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Plumbicket

General Location: West side of Webb Road, North of 21st Street North.
Located in the Tall Grass Community Unit Plan

Name of Property Owner: Tallgrass Company
Address: P.O. Box 4048, Wichita, Kansas Zip Code: 67204 Phone: 838-9301
Name of Subdivider: Tallgrass Company
Address: P.O. Box 4048, Wichita, Kansas Zip Code: 67204 Phone: 838-9301
Name of Engineer/Surveyor: Bill C. Yung Design
Address: 8225 E 35th North, Wichita, Ks. Zip Code: 67226 Phone: 683-5567
Date of Application: 28 April 1981

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 15.6 Approx.
2. Number of Lots:
 - Residential 25
 - Commercial _____
 - Industrial _____
 - Other _____
3. Minimum Lot Frontage 60 ft.
4. Minimum Lot Area 10,000
5. Existing Zoning AA under exist. CUP D296
6. Proposed Zoning AA
7. Lineal Feet of New Streets:
 - a. 58' R/W 1990 ft.
 - b. 100 R/W 100 ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL 2090 ft.
8. Are Sidewalks existing?
Yes No X
9. Is a public water supply available? X Yes No, Name _____
10. Is a sanitary sewer available? X Yes No, Name _____
11. Has Health Department approval been obtained (where applicable) NA Yes No
12. City of Wichita Yes Three Mile Area Outside of Wichita

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

Owner's Signature: _____
[Signature] for Tallgrass Co.

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

Received by FW
Date 4/28/81
Fee Submitted \$225.00

T9-301B
(7-79)

25
12/5

duplicate

AMERICAN LAND TITLE ASSOCIATION COMMITMENT - 1966

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

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

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

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

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

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

CHICAGO TITLE INSURANCE COMPANY

Alvin W. Long
President.

ATTEST:

Chester C. McLaughlin
Secretary.

John D. Ryan
Authorized Signatory



SCHEDULE A

Number	Effective Date	
300370	June 26, 1981 @ 7:00 A.M.	
1. Owners Policy to be issued:	ALTA Form B - 1970 (Amended 10-17-70)	Amount: platting
Proposed Insured:		
Metropolitan Area Planning Department		
Loan Policy to be issued:	ALTA Form 1970 (Amended 10-17-70)	Amount:
Proposed Insured:		

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

Tallgrass Company, a partnership

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

A replat of Reserve "S" and part of Lot 89, Block 2, Bluestem Village, an addition to Wichita, Sedgwick County, Kansas more particularly described as beginning at a point on the North line of the Southeast Quarter, Section 5, Township 27 South, Range 2 East of the 6th P.M. 50.00 feet Westerly from the East Quarter corner of said Section 5, said point of beginning being on the West right of way line of Webb Road; thence Southerly along said West right of way line bearing South 0°47'16" East, 1729.89 feet; thence South 89°12'44" West, 390.00 feet; thence South 0°47'16" East, 50.96 feet; thence South 89°12'44" West, 45.00 feet; thence North 0°47'16" West, 155.00 feet; thence North 89°12'44" East, 45.00 feet; thence North 0°47'16" West 605.00 feet; thence South 89°12'44" West, 40.00 feet; thence North 0°47'16" West, 145.00 feet; thence North 89°12'44" East, 40.00 feet; thence North 0°47'16" West, 875.00 feet to the North line of said Southeast Quarter; thence along said North line bearing North 89°05'16" East, 390.00 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): 1980 Taxes \$560.69 Paid. Key #C-41805 and C-41821
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. Easements, building setback lines and access controls as established by the recorded plat of Bluestem Village.
11. The floodway, lying outside subject property shall be the responsibility of the owners of the property in the subdivision until such time as the governing body exercising jurisdiction elects to assume the responsibility for maintenance and improvement of the drainage, provided further that no building shall be constructed on or within said floodway, nor shall any fill, change of grade, creation of channel or other work be carried on without the permission of the Wichita-Sedgwick County Flood Control Office or their successors in office.
12. Covenants and restrictions contained on Film 434, Page 40.
13. Legal effect and consequences of the following grant on the recorded plat of Bluestem Village: Reserve S is platted for emergency fire lanes and construction and maintenance of underground public utilities.
(SEE ADDED PAGE)

Plumtree

For and in consideration of the sum of One Hundred Sixty-One and Thirty One-Hundredths Dollars (\$161.30) to us in hand paid, receipt of which is hereby acknowledged, WHEELER-KELLY-HAGNY TRUST COMPANY and HOWARD T. FLEESON, Co-Trustee do hereby grant, convey and warrant to CITIES SERVICE GAS COMPANY, its successors and assigns, a Right of Way to construct, reconstruct, renew, operate, maintain, inspect, alter, replace, repair and remove a pipe line for the transportation of gas, and such drips, valves, fittings, meters and other equipment and appurtenances as may be necessary or convenient for such operations over and through the following real estate in Sedgwick County, State of Kansas, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Section 5, Township 27 South, Range 2 East, line to be laid on a line beginning at a point approximately forty-five feet (45') west of the Southeast corner of Section five (5), thence in a northerly direction to a point approximately forty-five feet (45') west of the northeast corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5, Township 27 South, Range 2 East,

Surveyed Section 5 p 4

together with the right of ingress and egress at convenient points for such purposes; together with all rights necessary for the convenient enjoyment of the privileges herein granted. To Have and To Hold the same unto said Grantee, its successors and assigns, until said easement be exercised and so long as any structure installed hereunder is used or remains thereon.

As a part of the consideration hereof:

(a) Grantee agrees, upon Grantor's written request therefor, to make a tap upon its gas pipe line constructed hereunder at a point nearest the principal dwelling house now on said land, and sell, or cause to be sold, to Grantor at said connection natural gas for domestic purposes in the principal dwelling house now on said land under and subject to such Seller's rules and regulations now and from time to time hereafter governing such sales, at the price from time to time charged domestic consumers of natural gas in the city of Wichita, Kansas, and continue to so sell, or cause to be sold, such gas as long as Grantee transports gas through said pipe line, all subject to governmental restrictions upon the sale, delivery and use of natural gas; OR

(b) If gas is desired for use in more than one dwelling house on this land, Grantee agrees, upon Grantor's written request therefor, to make a tap upon its gas pipe line constructed hereunder, at a point on said land, and sell or cause

-con't-



22

to be sold to an appropriate distributor of natural gas, at said connection, natural gas for domestic purposes in said dwelling houses, under and subject to such Seller's rules and regulations now and from time to time hereafter governing such sales, at the price from time to time charged distributors of natural gas in the Wichita, Kansas area, from this pipe line, and continue to so sell or cause to be sold, such gas as long as Grantee transports gas through said pipe line, all subject to governmental restrictions upon the sale, delivery, and use of natural gas.

Grantee shall pay reasonable damages to growing crops, fences or improvements occasioned in laying, repairing or removing all lines, drips and valves. Grantee shall bury pipe lines below plow depth.

It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed.

This agreement shall be binding on the parties hereto, their personal representatives, successors and assigns.

EXECUTED this 2nd day of July, 1948.

THE WHEELER KELLY HANGY TRUST COMPANY

By Walter R. Burdge, V. Pres.

Howard T. Fleeson as Co. Trustees

ACKNOWLEDGED: Before Mary Schulte, Notary Public (Seal) for Sedgwick County, Kansas xx on July 2nd, 1948 xx came Walter R. Burdge, to me personally known to be the identical and same person who subscribed the name of Wheeler-Kelly-Hangy Trust Company one of the makers thereof to the foregoing instrument as its Vice-President, and duly acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Before Mary Schulte, Notary Public (Seal) for Sedgwick County, Kansas xx on July 2nd, 1948 xx came Howard T. Fleeson xx and duly acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Filed for record July 14, 1948, 2:00 P. M.
C. S. Aukerman, Register of Deeds.



THIS AGREEMENT, made and entered into this 9th day of June, 1970, by and between Ruth S. and Winston Wheeler and Kansas Investment Properties, Inc., First Party, herein called "Owners", and Cities Service Gas Company, a Delaware corporation, with an office in Oklahoma City, Oklahoma, Second Party, herein called "Company".

WITNESSETH: That,

WHEREAS, Company is the owner of that certain valid and subsisting Right of Way Contract, herein called "Contract" dated July 2, 1948, granted by Wheeler-Kelly-Hagy Trust Company and Howard T. Fleeson, Co-Trustee, as Grantors to Cities Service Gas Company, as Grantee, covering the following described land, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Section 5, Township 27 South, Range 2 East, Sedgwick County, Kansas, and recorded in Book 236 Misc. on Page 181 in the office of the Register of Deeds of Sedgwick County, Kansas; and said land will hereinafter be called "Owners' Tract"; and,

WHEREAS, under said Contract Company owns and operates a 16-inch high pressure natural gas pipeline, herein called "Pipeline"; and

WHEREAS, Owners have requested Company to:

- (a) Limit the right of way of said Pipeline across said Owners' Tract to the hereinafter described Retained Strip.
- (b) Release the remainder of said Owners' Tract from the operation of said Contract.

WHEREAS, subject to each hereinafter contained provision of this Agreement, Company is willing to comply with Owners' stated request;

NOW THEREFORE, the parties hereto, each in consideration of the covenants and agreements of the other, hereby mutually covenant and agree as follows:

1. Owners warrant to Company that subject to said Contract they own in fee simple said Owners' Tract. The Whereas Clauses of this Agreement are to be treated and held as contractual in character and not mere recitals. Said Contract is by reference incorporated in and made a part of this Agreement for all purposes as if here fully set out.

2. It is agreed that said Pipeline traverses
said Owners' Tract along the following route, namely: →

Security

Continued - 2

Pipeline Location

Beginning at a point on the South line 45 feet West of the Southeast corner of said Owners' Tract; thence extending northerly to a point on the North line 49 feet West of the Northeast Corner of said Owners' Tract.

3. Subject to all other provisions of this Agreement, Company:

(a) agrees that said Contract shall stand modified and amended to cover only that strip of land described as follows:

Retained Strip Description

A strip of land 66 feet in width extending the length of the Pipeline across said Owners' Tract, the centerline of the 66 foot strip to be the centerline of the Pipeline as described in Paragraph 2 of this Agreement, which said strip shall hereinafter be called "Retained Strip".

(b) Except for and excluding the land within said Retained Strip, Company, hereby releases from the operation of the Contract all of the remainder of the land embraced by the Contract and situated within said Owners' Tract.

(c) The Contract shall stand modified to conform with the provisions of this Agreement, and as so modified, shall apply to said Retained Strip.

4. Owners, for themselves, their successors and assigns, agree that during the existence and continuance of the Contract as modified herein, they and each of them are hereby prohibited, enjoined and restrained from:

(a) erecting over or on said Retained Strip any building, improvements or structures whatsoever; and,

(b) removing or adding soil over said Retained Strip shall only be done by mutual agreement of both parties; and

(c) constructing, allowing or permitting any water line, telephone line, electric line, sewer line, drainage line or any other utility lines whatsoever, upon any part of said Retained Strip, shall only be done by mutual agreement of both parties; and

(d) parking or placing of any object or thing whatsoever, upon any part of said Retained Strip, shall only be done by mutual agreement of both parties; and,

5. (a) In the event Owners, their successors or assigns, violate any of the provisions of Paragraph 4 hereinabove then Company, after giving five days notice in writing to the

Continued - 3

Owners thereof, may remove any such structure or object at the expense of such Owners. Company, its successors and assigns, shall not be liable for any damage on account of the removal of such thing; provided, however, when in Company's opinion, an emergency in the operation, maintenance or replacement of its said Pipeline or any part thereof requires prompt action, Company shall have the right to remove such thing without notice to the Owners thereof and without liability for so doing.

(b) Failure of Company to give notice as provided above or to remove any such structure or object shall in no way affect or impair the right of Company to give notice and remove such thing, nor shall any acquiescence by Company in the existence of any such thing in violation of the provisions of Paragraph 4 hereinabove constitute a waiver or relinquishment of Company's right at any time thereafter to give such notice and remove such things.

THIS AGREEMENT and all of its provisions shall be deemed covenants running with the land and shall be binding upon the parties hereto and their respective voluntary and involuntary successors and assigns.

Executed the day and year first hereinabove written.

RUTH S. WHEELER

WINSTON WHEELER

KANSAS INVESTMENT PROPERTIES, INC.

(CORP SEAL)

ATTEST:
M.M. Williams,
Secretary

By Ross Wheeler, President

"OWNERS"

CITIES SERVICE GAS COMPANY

ATTEST:
F.W. Harriger, Jr.
Assistant Secretary

(CORP SEAL)

By E.S. Hanson, Vice President

"COMPANY"

ACKNOWLEDGED: Before M. Catherine O'Donnell, Notary Public (Seal) for Sedgwick County, Kansas xx June 9, 1970 xx came Ruth S. Wheeler xx duly acknowledged to me that she executed same as her free and voluntary act and deed for uses and purposes therein set forth

Continued - 4

Before M. Catherine O'Donnell, Notary Public (Seal) for Sedgwick County, Kansas xx June 9, 1970 xx came Winston Wheeler xx duly acknowledged to me that he executed same as his free and voluntary act and deed for uses and purposes therein set forth.

Before M. Catherine O'Donnell, Notary Public (Seal) for Sedgwick County, Kansas xx June 9, 1970 xx came Ross Wheeler, President xx duly acknowledged the execution of the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Before Barbara Dragoo, Notary Public (Seal) for County of Oklahoma, State of Oklahoma xx June 13, 1970 xx came E.S. Hanson, Vice President xx duly acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

FILED for record June 24, 1970 at 8:00 A.M.

John Hale, Register of Deeds,

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