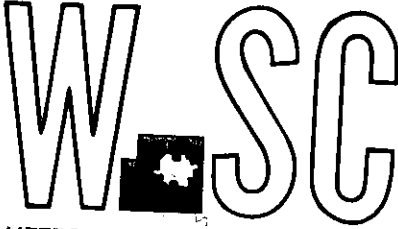
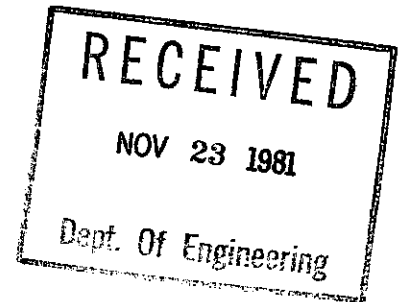


WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

CITY HALL - TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4561



November 20, 1981

Mr. John L. Kratzer, Jr.
216 S. Market
Wichita, Ks. 67202

Re: Maintenance Agreement for retention pond in Vilm Gardens
2nd Addition

Dear Mr. Kratzer:

I have reviewed the above-referenced agreement with Ray Bruggeman and we both find the agreement unacceptable. If Mr. Stein and Mr. Williams are to be responsible for maintaining the pond then they (and eventually their heirs) must be responsible for paying the costs involved if the City ever has to maintain it because they have failed to do so. If the ultimate maintenance costs are going to be borne by the lots mentioned in paragraph 2, then a homeowner's association will be required.

In providing for a length of time in which the obligations are to be fulfilled after notice is given, a 20-to 30-day period is now the maximum which will be permitted rather than 60 days. Any reference to the City of Wichita "owning" the Floodway Easement should be changed to say that the City is "in possession of" a Floodway Easement.

If you have any questions about these comments, please call me at 268-4421.

Sincerely,

Louise Olivarez
Louise Olivarez
Senior Planner

LO:bh

cc: Charles L. Stein, 6057 S. Seneca, 67216
Ray Bruggeman, Director of Engineering

JAC

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METROPOLITAN AREA PLANNING
DEPARTMENT

CITY HALL - TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4561

July 24, 1981

Lowell D. High
1542 S. St. Francis
Wichita, Ks. 67211

Re: S/D - 81-76 - Final plat of Stein Fifth Addition

Dear Mr. High:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission July 23, 1981, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- A. The applicant shall provide the Planning Department with copies of all documents which have been recorded with regard to use, ownership and maintenance of the new detention pond located south of the lots in this proposed plat. Any deficiencies in said documents which may be discovered upon review by the Planning and Law Departments shall be corrected as a condition of approval of Stein Fifth Addition which vacates the original detention pond area.
- B. In accordance with current sidewalk policy, a sidewalk is required adjacent to the west side of Elizabeth. However, when the plats of Stein Addition and Stein 2nd Addition were approved by the City Commission, the existing sidewalk policy did not require a guarantee for sidewalks in this area. Since the streets have recently been paved without sidewalks, Planning staff can support a waiver if the applicant wishes to appeal the sidewalk policy to the City Commission as provided for in Section 6 of Ordinance 36-327.
- C. Closure computations shall be submitted with the final plat tracing.
- D. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

This matter will be forwarded to the Planning Commission for its consideration on July 30, 1981, at 1:30 p.m. If you have any questions concern-

RECEIVED

JUL 27 1981

Dept. Of Engineering

04
Lowell D. High
July 24, 1981
Page 2

ing this matter, please call.

Sincerely,



Louise Olivarez
Senior Planner

LO:bh

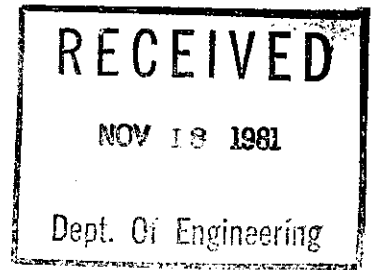
cc: Charles L. Stein, 6057 S. Seneca, 67217
+Mike Lindebak, City Engineering

WICHITA-SEDGWICK COUNTY

DATE

November 17, 1981

METROPOLITAN AREA PLANNING DEPARTMENT



TO R. W. Bruggeman, Director of Engineering
FROM Louise Olivarez, Senior Planner
SUBJECT Retention pond in Vilm Gardens Second Addition

Within the past six weeks, several meetings have been held with Charles Stein and others regarding maintenance of the retention pond which was constructed last year to handle the drainage from certain Vilm Gardens lots and certain lots in Stein 1st and 2nd Additions. It is a requirement of the Stein 5th Addition plat, which is a replat of the floodway in Stein 2nd Addition, that adequate provisions be made for ownership and maintenance of this pond. You will recall that a document entitled "Declaration of Covenants and Restrictions" dated May 14, 1980, and signed by Wayne Williams and Charles and Helen Stein, was submitted to the City Engineering and Law Departments for review but was never recorded, perhaps because it still contained several errors.

After a meeting with Mr. Stein on October 13, 1981, at which Wayne Williams, Jack Kratzer, Yash Desai and I were present, I wrote to Mr. Stein outlining the alternatives he had in satisfying the pond maintenance requirements. (See copy of my letter to Stein dated October 21, 1981.) Mr. Stein indicated to me on November 4, 1981, in response to my phone call, that he would have a revised maintenance covenant submitted to me no later than November 10, 1981. To date, I have received no revised covenant.

It is my understanding that your office is in possession of the original signed May 14, 1980 version of the covenants. Although Mr. Stein has sold most of the lots which he owned on that date, thus releasing them from subjection to these covenants, you may wish to consider recording those covenants before any more lots are sold. A document which definitely needs recording is the attached Floodway Easement which Yash obtained from Wayne Williams on October 13th of this year. This should be recorded immediately as it is apparently the only document the City has which grants a floodway easement over the lots on which the pond has been constructed. For Mr. Stein's information, recording of the May 1980 covenants will not satisfy his Stein 5th Addition platting requirements.

If I can be of assistance to you in this matter, or if you have any questions regarding this letter, please call.

Louise Olivarez
Louise Olivarez
Senior Planner

LO:bh

cc:
Charles Stein, 6057 S. Seneca, 67217
Wayne Williams, 535 N. Oliver, 67208
John L. Kratzer, Jr., Attorney, 216 S. Market, 67202
Lowell High, 1542 S. St. Francis, 67211

11-20-81 Floodway Easement to Lindabak for recording. PWR

R. W. Bruggeman, Director of Engineering
11-17-81
Page 2

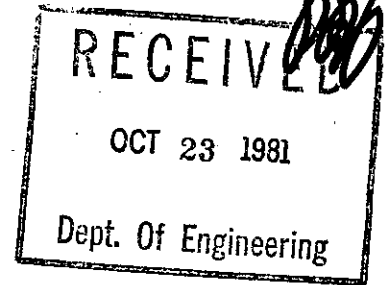
Doug Moshier, Law Department
Mike Lindebak, Engineering Department
Chris Breitenstein, Engineering Department
Yash Desai, Engineering Department
Stein 5th Addition plat file

WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

CITY HALL - TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4561



October 21, 1981

Mr. Charles L. Stein
6057 S. Seneca
Wichita, Kansas 67217

Re: Maintenance of retention pond in Vilm Gardens Second Addition

Dear Mr. Stein:

Last week I met with David Stowe, Director of Wichita's Operation and Maintenance Department, to discuss the possibility of the City maintaining the above-referenced drainage facility. His answer was emphatic that under no circumstances could the City provide the necessary maintenance. Several members of the City Engineering Department, including the Director, were present at the meeting and agreed with Mr. Stowe that the City did not have the money, time, or equipment to maintain retention ponds. Ever since the first retention-detention pond was approved by the City Commission a few years ago as a means of providing neighborhood drainage, the developers of the properties utilizing the ponds have been required to provide perpetual maintenance covenants.

Therefore, the options which you have available to you as a means of satisfying your Stein Fifth Addition requirements are as follows:

1. You and Wayne Williams can form a lot-owners' association composed of all lots in this drainage area which are still under your ownerships. This association shall be given the responsibility of pond maintenance.
2. You, Wayne Williams, and all owners of property in the Oak Ridge Village Condominium Development can form an association to maintain the pond.
3. You and/or Wayne Williams can submit a covenant providing for the perpetual maintenance of this pond. Such a covenant would, however, have to provide for certain heirs and assigns to take over the maintenance after your lifetimes.

These are the only three acceptable alternatives for pond maintenance as we now see it. I will be happy to work with you on this matter once you have chosen an alternative. Should you decide, for any reason,

DWB

to discontinue the platting of Stein Fifth Addition, the City Engineering Department will record the covenants which you and Mr. Williams executed last year. Of course, the lots which have been sold since that date will not be bound by the covenants. I really doubt if you want those covenants recorded since the definition of "common areas and facilities" in Article II, paragraph 4 is described as "Lots 3 through 7 in Block E, Vilm Gardens 2nd Addition, Wichita, Sedgwick County, Kansas, and Stein Addition and Stein 2nd Addition, Wichita, Sedgwick County, Kansas, in general, all equipment and installations existing for common use." Several references are made later in the document to the common area being owned as well as maintained by the association. I'm sure you never meant to turn over ownership of your lots to the association.

Please let me know by the end of this month what you plan to do about providing maintenance for the existing retention pond.

Sincerely,

Louise Olivarez
Louise Olivarez
Senior Planner

LO:bh

cc: John L. Kratzer, Jr., Attorney, 216 S. Market, 67202
Wayne Williams, 535 N. Oliver, 67208
Stein 5th Addition plat file
✓ Ray Bruggeman, Director of Engineering

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made and executed on this 14th day of May, 1980, by Wayne Williams, Inc., referred to as the Declarant herein, for the purpose of submitting the property hereafter described to the terms hereof.

IT IS THEREFORE DECLARED AS FOLLOWS:

ARTICLE I.

Description of Real Estate

The legal description of the real estate submitted to the provisions of this Declaration of Covenants and restrictions (The "Declaration") is:

Lots 3 through 7 in Block E, Vilm Gardens 2nd Addition, Wichita, Sedgwick County, Kansas owned by Wayne Williams, Inc and Stein Addition and Stein 2nd Addition, Wichita Sedgwick County, Kansas owned by Charles L. Stein and Helen Stein.

ARTICLE II.

Definitions

1. "Residence or residential lot" means any parcel of real property upon which is constructed or intended for the construction of a residence as opposed to those areas designated as common areas.

2. "Resident owner or owner" means the person or entity owning a residence in fee simple, absolute and an undivided interest in the common areas and facilities in a percentage established by the number of residential lots or sites.

3. "Homeowners Association or Association" means the homeowners association of Lots 4 through 6, Inclusive, Block A, Lots 4 through 9, Inclusive, Block B, Lots 1 through 7, Inclusive, Block C, Lots 1 through 7, Inclusive, Block E, In Vilm Gardens, 2nd Addition, Wichita, Sedgwick County, Kansas, and Stein Addition and Stein 2nd Addition, Wichita Sedgwick County, Kansas; a non-profit corporation composed of the owners of property within the additions covered by these declarations and restrictions.

4. The "common areas and facilities" are Lots 3 through 7 in Block E, Vilm Gardens, 2nd Addition, Wichita, Sedgwick County, Kansas, and, Stein Addition and Stein 2nd Addition, Wichita, Sedgwick County, Kansas, in general, all equipment and installations existing for common use.

shall affect the obligation of the Association as contained in this Declaration to maintain and care for the common areas and facilities.

5. Declarant shall be empowered to assign the rights of Declarant hereunder to any successor and upon such assignment, Declarant shall thereafter be released of all obligations hereunder and the successor shall have all the rights and be subject to all the duties of Declarant hereunder and shall be deemed to have agreed to be bound by all of the provisions hereof, to the same extent as if the successor had been an original party instead of Declarant, and all references herein to Declarant shall refer to such successor. Any such assignment shall be accepted by the successor under a written agreement pursuant to which the successor expressly assumes all duties and obligations of Declarant.

IN WITNESS WHEREOF, The undersigned have hereunto caused this Declaration of Covenants and Restrictions to be executed this 14th day of May, 1980.

Charles L. Stein
Charles L. Stein

Wayne Williams, Inc.
Wayne Williams, Inc.

Helen Stein
Helen Stein

Errol Wayne Williams, President
Errol Wayne Williams, President

"Declarant"

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

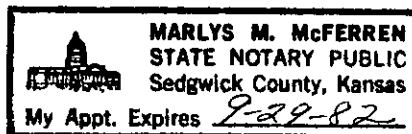
On this 14th day of May, 1980, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Errol Wayne Williams, President of Wayne Williams, Inc., and Charles L. Stein and Helen Stein,

to me personally known to be the same persons who executed the within and foregoing instrument of writing and acknowledged to me that the same was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREFORE, I have hereunto set my hand and Notary Seal the day and year last above written.

Marlys M. McFerren
Notary Public

My appointment expires:
September 29, 1982



5. "Common expenses" means and includes:

- (a) All sums lawfully assessed against home owners by the Association;
- (b) Expenses of administration, maintenance, repair, or replacement of common areas and facilities;
- (c) Expenses agreed upon as common expenses by the Association; and
- (d) Expenses declared common expenses by the provisions of this Declaration or in the Bylaws adopted by the Association.

6. "Majority or majority in interest of home owners" means the home owners with more than fifty percent (50%) of the votes. Home owners shall have one vote for each lot which they own in the additions.

ARTICLE III.

Management

1. The Declarant shall manage the Association pursuant to the powers and duties set forth by this Declaration and shall exercise the powers of the Association and duties as set forth in the Articles of Incorporation and Bylaws of the Association until such time that not less than sixty percent (60%) of the lots in the additions shall have been conveyed by the Declarant to other parties.

2. The Declarant shall have the option of transferring the management of the Association to the Association at any time earlier if Declarant so sees fit.

3. The Declarant shall maintain, develop, and manage all unsold portions of the subject property at the sole cost of Declarant, and the Association shall not levy any assessment against the Declarant for any reason, except that rental units owned by the Declarant shall be subject to all rules pertaining to all other units including, but not limited to, those referring to assessments, fines, and penalties.

ARTICLE IV.

Common Areas and Facilities

1. That portion of the plat (Lots 3 through 7, in Block E, Vilm Gardens, 2nd Addition) of the Additions is designated as a "Floodway" for the sole purpose of constructing a pond that will store storm water runoff from the additions. The boundaries of the Floodway shall be properly fenced with a gate opening sufficiently wide to permit the operation and maintenance of vehicles. No filling and no buildings shall be constructed on or within said Floodway without the permission of the Board of City Commissioners of the City of Wichita.

2. In order to provide for and share the continued upkeep and maintenance of said Floodway, it is hereby declared that the Association shall be fully responsible for the upkeep, care, and maintenance of the Floodway. Such obligation for upkeep and maintenance shall include, but not be limited to, keeping the banks and any ditches and swales mowed, free from debris and in a good state of repair, as well as any and all other upkeep, repair, and maintenance required in order to maintain the Floodway in a first-class condition.

3. In the event that the Association shall fail at any time to maintain the common areas and facilities or fail in any manner to fulfill its obligations relating to the common areas and facilities, the City of Wichita may serve written notice upon the Association and the owners of the residential lots 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 sixty (60) days within which the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable values of the properties within said additions and to prevent the common areas and facilities from becoming nuisances, may enter upon said common areas and facilities and perform the obligations listed in the notice. All costs incurred by the City of Wichita in carrying out the obligations of the Association shall be assessed equally among all the residential lots within Lots 4 through 6, Inclusive, Block A, Lots 4 through 9, Inclusive, Block B, Lots 1 through 7, Inclusive, Block C, Lots 1 through 7, Inclusive, Block E, in Vilm Gardens, 2nd Addition, Wichita, Sedgwick County, Kansas, and may be established as liens thereon in the same manner as special assessments. Should the owners of the residential lots and the Association, upon receipt of said notice, feel that the obligations listed in said notice are not proper for any reason, the Association may, within sixty (60) days period provided in such notice, apply for a hearing before the Board of City Commissioners to appeal said notice and any further proceedings under the notice shall be delayed pending the outcome of any proceedings on appeal of said notice.

4. In the event storm sewers or other means of handling storm water runoff are provided to said additions, and the Floodway is vacated, this covenant shall become null and void.

5. In the event that a major flood occurs and fills the pond to city elevation, 83 feet or higher, the Association will empty the pond to the said elevation 83 feet by means of a portable sump pump within a period of 72 hours, (3 days).

ARTICLE V.

Association

1. Declarant has formed or will promptly form a Kansas non-profit corporation to be named "Wayne Williams Homeowners Association, Inc." All persons owning a lot or lots in Lots 4 through 6, Inclusive, Block A, Lots 4 through 9, Inclusive, Block B, Lots 1 through 7, Inclusive Block C, Lots 1 through 7, Inclusive, Block E, in Vilm Gardens, 2nd Addition, Wichita, Sedgwick County, Kansas, shall be a member of such Association and shall upon acquiring a lot or lots pay an initial fee of \$50.00 per lot. Such fees shall be used to defray the expenses of the Association.

2. The Association shall own and maintain the common areas and facilities including the lake, landscaping, facilities, and all other appurtenances to such common areas. The Association shall pay all taxes and special assessments levied against said common areas and facilities.

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

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

5. The Association by a vote of the Board of Directors shall have the power to levy fines up to and including \$50.00 against any owner who has breached or continues to breach any of the provisions of this Declaration or Bylaws

of the Association and such fine shall constitute a lien against the residence owned by such owner until such time it has been paid and in the event of failure or refusal to pay the same by the owner, such lien may be foreclosed as are mechanic's liens in the State of Kansas.

6. Each owner shall pay to the Association the assessments which shall be established by the Association for the operation, maintenance, care, and improvement of the common areas and facilities. Each residence site within the additions shall be subject to a lien to secure payment of the assessment established against it. All general assessments shall be made against each owner on an equal basis, except as hereafter provided.

7. The Association may from time to time at a regular meeting called upon written notice establish a special assessment to be levied against each residence site for the operation of the Association and the operation, maintenance, care and improvement of the common areas. In addition, the Association shall have the authority to establish and fix a special assessment upon any residence site to secure the liability of the owner of such residence site to the Association for any breach by such owner of any of the provisions of these Declarations, which breach shall require an expenditure by the Association for repair or remedy. Any special assessment shall become a lien against each individual residence and residence site in the same manner otherwise provided in this Article.

8. Any general or special assessment shall be payable in full on the first day of the second calendar month next following the date that the same shall be established by the Association. The Association shall have the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration and may in addition to such assessments charge and assess costs (including reasonable attorney's fees) and penalties and interest for the late payment or non-payment thereof. The Association shall have the authority to expend all monies collected from such assessments, costs, penalties, and interest for the payment of expenses and costs in carrying out the duties, rights, and powers of the Association and provided for in this Declaration and in the Articles of Incorporation and Bylaws of the Association.

9. Thirty (30) days after any general or special assessment shall be due and payable if unpaid or otherwise not satisfied, the same shall become delinquent and shall continue until the amount of said charge and assessment

together with all costs, penalties and interest as herein provided have been fully paid or otherwise satisfied. Interest on delinquent assessments shall be ten percent (10%) per annum from the date of delinquency until paid.

10. At any time after a general or special charge or assessment against any residence site has become a lien and delinquent, the Association may record a notice of delinquency as to such residence site. The notice shall state therein the amount of such delinquency, that it is a lien, the interest costs including attorney's fees and penalties which are included thereon, a description of the residence site against which the same has been assessed, and the name of the record or reputed record owner thereof. Such notice shall be signed and acknowledged by an officer of the Association. Upon payment or other satisfaction of said assessment, including interest, penalties, and costs in connection with which such notice has been recorded, the Association shall record a further notice stating the satisfaction and release of the lien thereof.

11. Each lien established pursuant to the provisions of this Declaration by the recording of a notice of delinquency as provided above may be foreclosed pursuant to the laws of the State of Kansas applicable to the foreclosure of any such lien. The Association shall be entitled to costs including reasonable attorney's fees and such penalties for delinquent charges and assessments as shall have been established by the Association.

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

13. Any subsequent owner of any residence site purchased at foreclosure shall be bound by the restrictions, assessments, and liens set out in this Declaration, not including, however, any assessment or lien arising prior to a foreclosure sale at which such interest was acquired.

14. Notwithstanding the foregoing, any general or special assessment, charge, fee, costs, fine, penalty, and interest which may be levied or charged against any of the residence sites by the Association shall be junior and

inferior to any mortgage which may be filed of record and which establishes a mortgage lien on such real property and such lien or fine shall be subject to, and junior and inferior to, any such mortgage, whether such mortgage shall be filed prior to or subsequent to the levying of such assessment, etc. by the Association.

ARTICLE VI.

Liability

Neither the Association nor any member thereof shall be responsible or liable for any loss or damage whatsoever to any owner or any person or persons whomsoever for any error or defect in any structure which may or may not be shown on any plans or specifications or on any plot or grading plan or on any structure or part or portions thereof, nor for any work done in accordance with any such plans or specifications, nor for any error or defect, nor for any act or omission, nor in any instance whatsoever for developing and maintaining any properties in the additions, nor in connection with any other matter whether or not the same was or was not submitted to or approved by the Association or any member thereof; provided, however, that this ARTICLE shall in no way limit or avoid the responsibility of the Association and its members to maintain and care for the common areas and facilities. The Association shall carry liability insurance to indemnify and hold harmless the Association and its members from any loss by reason of damage to property or injury to any person arising out of the ownership, maintenance, and care of the common areas and facilities. The limits of such insurance shall be established by the Association. Such insurance shall name the City of Wichita as an additional party insured and the same and its limits shall be subject to the approval of the Director of Law of the City of Wichita.

ARTICLE VII.

Restrictions

1. No mobile home, travel trailer, or trailer house may be parked or used for living quarters anywhere upon said real estate.
2. No garage or basement may be converted into apartments or living quarters.
3. No "basement house" shall be constructed upon any lot which is a part of the real estate.

4. All residences in the above described real property shall be equipped with a mechanical garbage disposal unit, if the same are available.

5. No previously constructed building or dwelling may be moved onto said lots.

6. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. No dwelling shall be located on any interior lot line nearer than 20 feet to the rear lot line. There shall be a minimum distance of 12 feet between residences regardless of the size of the building site or of the minimum setback lines otherwise contained herein. For the purposes of this covenant, eaves, steps, and open porches shall not be considered as a part of a building. Nothing contained in this paragraph, however, shall be construed so as to permit any portion of a building on a building site to encroach upon another building site.

7. No livestock, chickens, fowls, or other animals, except the usual and ordinary number of family pets, shall be kept by the occupants of any dwelling constructed upon any lot.

8. No noxious or offensive activity shall be carried on upon said real estate, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No vehicles under repair or not in usable condition shall be kept or stored on any residence lots and, further, no other materials or objects shall be stored or allowed to remain on any residential lot unless properly housed within a building on a lot.

9. The Association shall have control of the lake located on the common area and shall have the right to stock the same with fish and to promulgate rules and regulations governing the use and conduct of persons fishing in such lake or using such common area.

10. All residences or structures upon the real estate must be constructed by a contractor licensed by the City of Wichita.

11. No building shall be placed within 20 feet of the property line which may be upon any part or upon the edge of any open water course. After the expiration of 30 days following the completion of the construction of any structure

upon any lot, there shall be no storage of any materials (including building materials) or refuse other than inside a building. Clean fill dirt may be placed upon a lot if a natural water course is not altered or blocked by said fill.

12. No front yard shall be surrounded or bounded by a fence of any kind; provided, however, that the foregoing provision may be modified or waived by the Association or its designated representative.

13. None of the real estate shall be used for or in connection with the expiration or production of petroleum products, gas, oil, or other minerals.

14. All residences constructed herein shall be connected to the City of Wichita water system and the City of Wichita sewage system prior to occupancy.

15. No trade, business, or profession shall be carried on upon any portion of the real estate.

16. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of other structures have been approved by the Association, or a committee appointed by it, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

ARTICLE VIII.

Binding Effect; Duration; Enforcement; Amendment; Assignability

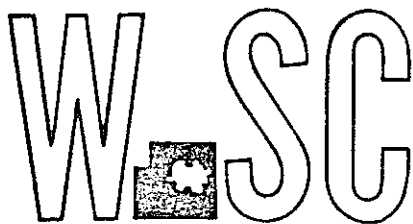
1. These covenants and restrictions shall run with the land and be binding upon all persons using, occupying, or owning such real estate and their respective heirs, personal representatives, successors, and assigns until the 1st day of June, 2005, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each unless by a vote of a majority in interest of the then owners of the lots in said additions, as shown by the records in the office of the Register of Deeds of Sedgwick County, Kansas, it is agreed to terminate the same. In any event, any such termination shall be subject to the prior approval of the Board of City Commissioners of the City of Wichita.

2. If any person shall violate or attempt to violate any of the covenants or restrictions herein set out, it shall be lawful for the Association or any other person or persons holding any lot in said additions to prosecute in any court of competent jurisdiction any proceedings at law or in equity against the person or persons so violating or attempting to violate any such covenant or restriction, either for the purpose of preventing such person or persons from so doing or to recover damages for such violation.

3. Invalidation of any one of said covenants or restrictions by the judgment of any court of competent jurisdiction shall in no way affect any of the other provisions, which other provisions shall remain in full force and effect.

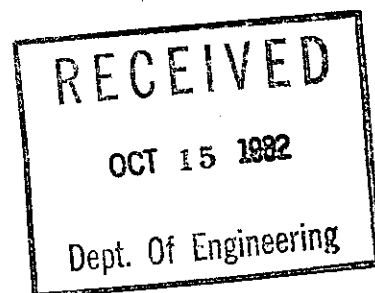
4. This Declaration may be amended by the Declarant until such time as sixty percent (60%) of the lots in the additions have been sold to other parties. Thereafter, this Declaration may be amended when approved by at least two-thirds (2/3) in interest of the members in the Association at a meeting of the members duly called and held for that purpose. Any such amendment shall become effective upon the filing in the office of the Register of Deeds of Sedgwick County, Kansas, of an instrument in writing setting forth such amendments; provided, that no amendment shall discriminate against any particular residential site or against any residential site owner or owners; provided, further, that no such amendments shall in any way affect the security interest of any mortgage holder unless such mortgage holder shall have consented thereto in writing; provided, further, that no amendment shall affect any right or rights of the Declarant hereunder unless the Declarant shall have consented thereto in writing; and, provided, further, that no amendment

WICHITA - SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
DEPARTMENT

CITY HALL - TENTH FLOOR
455 NORTH MAIN STREET
WICHITA, KANSAS 67202
(316) 268-4561



October 15, 1982

Mr. Lowell D. High
1542 S. St. Francis
Wichita, Kansas 67211

Re: S/D 81-76 - Final plat of Stein Fifth Addition

Dear Mr. High:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on Thursday, October 14, 1982, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- A. A maintenance agreement providing for the continued maintenance of the retention pond located south of this plat has recently been submitted. However, additional signatures are needed on the document in order to cover all owners of the lots being made ultimately responsible for this maintenance. This revised final plat will require revisions in the legal descriptions of the lots listed in this agreement. A certified ownership list of all lots being subjected to this maintenance agreement will be required. The corrected maintenance agreement and ownership list shall be submitted to the Planning Department. The agreement will be recorded after approved by the governing body at the time of plat approval.
- B. In accordance with the current sidewalk policy, a sidewalk is required adjacent to the west side of Elizabeth. However, when the plats of Stein Addition and Stein 2nd Addition were approved by the City Commission, the existing sidewalk policy did not require a guarantee for sidewalks in this area. Since the streets have recently been paved without sidewalks, Planning staff can support a waiver of the sidewalks if the applicant wishes to appeal the requirement as provided for in Section 6 of Ordinance 36-327. Such an appeal will require a letter from the applicant to the Board of City Commissioners. This letter should be submitted to the Planning Department for forwarding with the plat to the City Commission. If sidewalks are desired, a notarized sidewalk certificate should be submitted.

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- C. A water line was installed in Elizabeth Street when Stein 2nd Addition was platted and service lines were extended to each lot. This replat will require service line extensions for proposed Lots 1 and 2 and may require a service line relocation for Lot 3. The applicant shall make satisfactory arrangements with the Water Department regarding these service lines.
- D. The surveyor's text shall specify the quarter section of land in which this property is located. It shall also include wording similar to the following: "The Stein 2nd Addition lots, easements, and floodway encompassed herein are vacated by virtue of K.S.A. 12-512(b)."
- E. Closure computations shall be submitted with the final plat tracing.
- F. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, October 21, 1982, at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,



Louise Olivarez
Senior Planner

LO:bh

cc: Charles L. Stein, 6057 S. Seneca, 67217
John L. Kratzer, Jr., 216 S. Market, 67202
Mike Lindebak, City Engineering