

PLAT NO. S/D 70-59 MAP NO. 6348 E-13-A

NAME CRESTVIEW COUNTRY CLUB ESTATES - EAST MEADOWS ADD.

LOCATION On the west side of 143rd Street East in an
area south of 13th Street

ENGINEER Reiss and Goodness

OWNER Crestview Development Corporation

APPLICATION FILED 10-23-70

SKETCH PLAT FILED none submitted (see Crestview 800)

PRELIMINARY FILED 10-23-70

S/D ACTION 11- 5-70 Approve

FINAL FILED 1-27-71

S/D ACTION 3-18-71 Approve

MAPC ACTION 3-25-71 Approve

BCC ACTION 6-22-71 Approve

RECORDED 7-2-71

REMARKS _____

S/D 70-59 - CRESTVIEW COUNTRY CLUB
ESTATES - EAST MEADOWS ADDITION -
On the west side of 143rd East in
an area south of 13th Street
Boise and Goodness

POSTED
10-26-70

ACTION

	DATE
S/D COMMITTEE (prelim) Approve	11-5-70
S/D Com. (final) Approve	2-18-71
M.A.P.C. Approve	2-25-71
B.C.C. Approve	6-22-71

Map No. 6348
E-13-A
Sec. No. 14
Twp. No. 27 S
Range 2 E

Subdivision Report and Progress
S/D No.: 70-59

Name: CRESTVIEW COUNTRY CLUB ESTATES - EAST MEADOWS ADDITION

General Location: On the west side of 143rd Street East in an area south of 13th Street

Owner: Crestview Development Corporation

Address: 130 North Market (02) Phone: 263-3833

* Subdivider: Same - James F. Haugen, President

Address: Same Phone: "

Engineer/Surveyor: Reiss & Goodness Engineers

Address: 2160 East Douglas Ave. (14) Phone: 264-1391

Application Received 10-23-70

FINAL PLAT RECEIVED 1-27-71

Conf. with Applicant none

S/D Comm. Action 2-18-71 approve

* * Sketch Plat Received none submitted

Present Zoning "R-1"

Dept. Report on Final 2-19-71

✓ Proposed Zoning "R-1" (see staff com.)

M.A.P.C. ACTION 2-25-71 approve

Letter of Intent N/A

Dept. Report on Final 2-26-71

PREL. PLAT RECEIVED 10-23-70

Letter on Irons Received N/A

S/D Comm. Action 11-5-70 approve

Title/Taxes Rec'd & Reviewed 4-27-71

Dept. Report on Prel. 11-6-70

Final Review 6-17-71

Referral to B.C.C. 6-17-71

TRACING PROGRESS:

Received 4-7-71

B.C.C. ACTION 6-22-71 approve

Released 6-30-71

Recorded 7-2-71

Received _____

Released _____

Comments:

Assoc. zone case 8CZ-026, "R-1" to "XA"

* also send all correspondence to:

- Harold F. Jones

14228 E. 13th St. 67230

- Bob Nelson, Atty.

630 Union W. Murray Bldg.

200 West Douglas 67222

COUNTY PLAT, also send copies of plats to the following:

- EARL FULK - TRUSTEE

- HAROLD MCCREIGHT

MINNEHA TOWNSHIP

SUPT. USD 385

14228 E. 13th St. 67230

P.O. BOX 218

ANDOVER, KS. 67002

- SCS

- Co. ZONING ADMINISTRATOR

* * *

see "general development plan" for Crestview Country Club AND MAPD file S/D 69-106
Crestview Country Club Estates, North Point Add.

6-25-71 Called Al Reiss to pick up tracing for recording

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

Crestview Country Club Estates ADDITION was
East Meadows
filed for record on 7-2-71.

S-1 3-19

79
7-2-71

sb

T9-328

John H. Habel
Register Of Deeds

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number	70-59	Name	CRESTVIEW COUNTRY CLUB ESTATES EAST MEADOWS
Application Filed:	10-23-70	Sketch Filed:	None
Preliminary Plat Filed:	10-23-70	Approved by S/D:	11-5-70
Final Plat Filed:	1-27-71	Approved by S/D:	2-18-71
Approved by Metropolitan Area Planning Commission:			2-25-71

DESCRIPTION

General Location: West side of 143rd Street East
in an area south of 13th Street

Surveyor or Engineer: Reiss and Goodness
Owner: Crestview Development Corporation
Address: 130 North Market

- | | | |
|--------------------------|---------------|--------------------------------|
| 1. Gross Acreage of Plat | 32.7 | 5. Lineal Feet of New Streets: |
| 2. Number of Lots: | | a. 64 R/W 4570 ft. |
| Residential | 50 | b. R/W ft. |
| Commercial | | c. R/W ft. |
| Industrial | | d. R/W ft. |
| Other | | e. R/W ft. |
| Total Number of Lots: | 50 | TOTAL 4570 ft. |
| 3. Minimum Lot Frontage: | 50 ft. | 6. Existing Zoning: "R-1" |
| 4. Minimum Lot Area | 12,000 sq.ft. | |

Subject property is located outside the City limits of Wichita within the section of land occupied by, and being developed in accordance with the original proposals of, the Crestview Country Club.

Appropriate plans and profiles for the installation of sanitary sewer, extension of City water, drainage improvements and paving of streets to urban standards, have been submitted and approved by the City Engineer and the Wichita Water Department. These improvements are guaranteed by the Crestview Country Club Improvement District through the issuance of bonds sufficient in amount to pay the cost of such construction.

Planning Commission Recommendation:

BLEDSE moved and HENNESSY seconded that the Planning Commission recommend to the City Commission that this plat be approved, subject to being recorded within 30 days after approval by the City Commission.

NOTE: The Planning Commission included within its recommendation that the requirement of installing sidewalks be waived.

Associated County Zone Case SCZ-0261, "R-1" to "AA", has been approved by the County Commission on January 27, 1971, subject to platting.

Vote of Planning Commission: Unanimous.

ACTION:

Approve the plat as recommended by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

DECLARATION OF COVENANTS AND
RESTRICTIONS OF CRESTVIEW COUNTRY CLUB ESTATES:
EAST MEADOWS ADDITION TO SEDGWICK COUNTY, KANSAS

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

ARTICLE I

PROPERTY DESCRIPTION:

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

Crestview Country Club Estates, East
Meadows Addition to Sedgwick County, Kansas.

ARTICLE II

DEFINITIONS:

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

ARTICLES OF INCORPORATION AND BY-LAWS:

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

ASSOCIATION:

The Crestview Country Club Estates Home Owners Association, a Kansas non-profit corporation, the members of which shall be all of the several owners of the subject property hereinafter described.

COMMUNITY FACILITIES:

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

OWNER: Any person or persons who own a residence site in fee simple in any part of Crestview Country Club Estates, Sedgwick County, Kansas, and the successive successors, assigns, heirs, devisees or personal representatives of such person or persons.

COMMUNITY OR COMMON AREAS: All of the subject property other than the residence sites or lots.

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

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

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

ARTICLE III

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

ARTICLE IV

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

An owner shall obey and comply with all public laws, ordinances, rules and regulations and all ground rules now or hereafter promulgated as provided for in this Declaration.

No owner shall do or allow to be done any act which causes, or threatens to cause any damage, encroachment, or disrepair to the subject property community facilities, or the residence site of any other owner.

ARTICLE V

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

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 in the common areas. Dogs and other animals shall not be allowed to trespass on the adjacent Crestview Country Club whether on leash or not.

There shall not be any external television or radio antennas erected, and no owner shall erect any structures, either permanent or temporary, upon any of the common areas.

No automobile, truck, motorcycle, motorbike, boat, housetrailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the common area.

Motor scooters, mini trail bikes, or similar vehicles shall be operated for transportation only and no joy riding on the streets or lot premises shall be allowed.

Those garage doors which are allowed to face on a street shall be kept closed at all times when not necessary for the purpose of ingress or maintenance.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used, second hand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land.

No animals or poultry of any kind, other than pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants. Provided that the ordinance of the City of Wichita governing the care and number of pets or dogs should apply and be used to regulate pets or animals.

No signs, advertisements, billboard or advertising structures or any kind may be erected or maintained on any of the building sites herein restricted, provided, however, that permission is hereby granted for the creation and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall be not more than five (5) feet square in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Oil drilling, oil development, operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, or in any common area to all building sites, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any of the building sites covered by these covenants, or in any area common to all building sites. Fuel oil storage tanks as a part of the heating equipment of a detached single-family dwelling shall be permitted only if located underground.

The Board of Directors of Crestview Country Club shall also have the right to enforce the restrictive covenants set out herein.

ARTICLE VI

ASSOCIATION:
Powers and Duties:

The Crestview Country Club Estates Homeowners Association of the State of Kansas shall have the rights and powers as set forth in its Articles of Incorporation and By-laws, together with its general powers as a non-profit corporation, and it shall perform each and every duty required of it by this Declaration.

Declarant shall carry out all of the duties and powers herein delegated to the Association in regard to each particular platted area until at least fifty (50) per cent of the building sites in each separate plat shall have residences constructed thereon occupied in accordance with these Declarations of Covenants and Restrictions. As each separate platted area reaches fifty (50) per cent of development as aforesaid, such platted area shall be turned over to the Association which shall then exercise the powers and duties herein set out in regard to such platted area. Owners in platted areas shall not vote in the Association until the management of the particular platted area wherein they reside has been turned over to the Association. Provided however that the Declarant may at its option at any time turn the management of any platted area over to the Association. The Association and the Declarant shall cooperate fully in the management of all areas.

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

The Association shall own and maintain the common areas, reserves and access easements.

The cost of such maintenance shall be paid from the proceeds of special assessments levied against each lot as hereinafter set out.

ASSOCIATION:
Operations and
Expenses:

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

ASSOCIATION:
Enforcement:

The Association may engage a professional management firm and turn over to such firm any duties required by its Charter and By-laws and this Declaration, or may contract with the Crestview Country Club Improvement District of Sedgwick County, Kansas, to perform such duties or any part thereof. The Association shall have the duty to enforce each and every of the provisions of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of any such action or other enforcement procedure.

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

ASSOCIATION: Each Owner shall be obligated to pay the tax
Taxes and Assessments: or assessments assessed by the County Assessor
against his own residence site, or personal property.

ARTICLE VII

ASSESSMENTS AND LIENS: Each Owner shall pay to the Association, the assess-
General Assessments: ments which shall be established by the Association
for the operation of the Association and the operation,
maintenance, care and improvement of the property.
Each residence site within subject property shall
be subject to a lien to secure payment of the
assessment established against it.

ASSESSMENTS AND LIENS: All general assessments shall be made against each
Basis and Operating Owner on an equal basis, for each lot or fraction
Fund: thereof owned by the Owner or Owners.

Each new Owner shall pay an original charge of
\$75.00 to the Association to be used as an
operating fund for the Association.

ASSESSMENTS AND LIENS: The Association may, from time to time, at a
Special Assessments: regular meeting or a special meeting called upon
notice, establish a special assessment to be
levied equally against each residence site for
the operation of the Association and the operation,
maintenance, care and improvement of such property.
In addition, the Association shall have the
authority to establish and fix a special assessment
on any residence site to secure the liability of
the Owner of such residence site to the Association
for any breach by such Owner of any of the pro-
visions of this Declaration, which breach shall
require an expenditure by the Association for
repair or remedy. Any special assessment shall
become a lien against each individual residence
and residence site in the same manner otherwise
provided in this Article. Any special assessment
shall be payable in full on the first day of the
second calendar month next following the date that
the same shall be established by the Association
and shall thereafter bear interest until paid
in full at a rate to be established by the
Association Board of Directors.

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

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

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

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

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

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

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

ARTICLE VIII

REPAIR AND RESTORATION: Should any community facilities or any part or portion thereof, be damaged or destroyed by fire or other casualty or by intentional mischief, the Community Facilities:

Association, shall be responsible for the cost and expense of repair and restoration, and the same shall be done substantially in accordance with the original plans and specifications for the improvement of subject property.

REPAIR AND RESTORATION:
Timing and Completion:

The repair and restoration work referred to in this Article shall be commenced within thirty (30) days after the happening of the destruction or damage occasioning the same, time being the essence, and once commenced the same shall be pursued diligently to completion; and should the same not be timely commenced, the Association may, by notice to the responsible party, elect to repair or restore the same or cause the same to be repaired or restored on behalf of and at the cost and expense of the responsible party or parties, and in that event all insurance proceeds collected and any additional amount of cost and expense in excess thereof shall be paid over to the Association to be used by or to reimburse it for such repair or restoration.

REPAIR AND RESTORATION:
Approval of Plans:

No work provided for in this Article or elsewhere in this Declaration shall be commenced and no structure shall be painted or repainted on the exterior thereof or constructed, altered or repaired until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Association and by any governmental body having jurisdiction of the work.

ARTICLE IX

EASEMENTS:
Reservation:

There are hereby specifically reserved for the benefit of the Association, for the Owners in common and for each Owner severally, as their respective interests shall obtain, the easements and rights of way as particularly identified in this Article.

EASEMENTS:
Reservation of Right
of Way:

Declarant specifically reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement and right-of-way over the common area, for the purpose of constructing, maintaining, repairing, replacing, and rebuilding underground pipe lines, drains and/or mains for the purpose of conveying gas, water, and sewerage over, across and through the lands hereinabove described, together with the right to excavate and level ditches and/or trenches for the location of said pipes, drains, and/or mains; provided, however, the subject property is at all times to be replaced in its original state at the expense of the Declarant, his successors and assigns, for the purpose of developing all residence sites located upon subject property and any contiguous and adjacent property to be developed at a later time. This easement is not intended to be exclusive and it is not intended to prohibit or restrain the owners of the subject property to use the land for their benefit. Provided that the Crestview Country Club Improvement District of Sedgewick County, Kansas, may use such easements and shall have

such easements for the purposes necessary to construct, erect and maintain public utilities for the benefit of such property.

ARTICLE X

OFF STREET PARKING:

Each residence site upon which a dwelling is constructed shall contain a minimum of three suitably surfaced parking spaces, such parking spaces shall be off-street and shall be on the dwelling site either connected to or a part of the driveway from the street. Each of such off-street parking spaces shall be of sufficient size to accommodate a passenger motor vehicle.

ARTICLE XI

ARCHITECTURAL CONTROL COMMITTEE:

No dwelling outbuilding, landscaping, fencing, or improvement shall be erected, placed, altered, or permitted to remain on any premises in said development, until the building or other improvements, plans, specifications and any plats showing the location of such improvement on the particular building site have been submitted to and approved in writing as to the external design and as to the location of improvements with respect to topography, grade and finished ground elevation by a committee composed of the Board of Directors of the Declarant.

Such committee shall consider and pass upon such matters, and the decisions of such committee, or of a majority of the members, thereof, shall be binding upon all parties. The Architectural Control Committee shall have the power to regulate the distance between improvements on adjoining residence sites in order that no residence shall be closer than thirty (30) feet to any other residence, and also to control the minimum size of the structure to be erected on any building site. In no event shall the front width of a house extend eighty (80) per cent of the width of the building site at the front set back line and neither shall any house be placed closer than eight (8) feet to any side lot line. Provided, however, that the Declarant's Board of Directors may at any time at its option delegate the authority herein contained.

Provided, however, that if the Architectural Control Committee does not approve or reject the designation and location within thirty (30) days as above set out, that the owner or his agent shall notify one of the Architectural Control Committee members of his intention to commence construction on the plans submitted by delivering such notice to such member at least forty eight (48) hours before such construction is commenced.

Provided further that neither said Committee nor the Declarant shall be liable in damages to anyone so submitting plans for approval, for failure or neglect to approve the same. In event said committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to said committee, this covenant will be deemed to have been fully complied with.

It is further provided that no residential structure which covers less than 2000 feet of ground, in excess of porches and garages, shall be constructed on any building site and further that each residence shall have a double garage. Provided, however, that the Architectural Control Committee shall have the right to allow a fifteen per cent (15%) deviation in this regard. If construction or alteration or improvements are begun in violation of the terms and conditions of this agreement, said committee, or their successors in interest, may enjoin the erection, establishment, or alteration of such improvements, or bring mandatory injunctions to require the removal thereof.

ARTICLE XII

MISCELLANEOUS:
Acceptance of Pro-
visions by Grantee:

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

MISCELLANEOUS:
Interpretations of
Restrictions:

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

MISCELLANEOUS:
Construction and
Validity of
Restrictions:

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

MISCELLANEOUS:
Assignment of Powers:

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

by Declarant to the Association, and the Association shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein. In a like manner and for a like term, such powers and duties may be assigned to the Crestview Country Club Improvement District of Sedgwick County, Kansas.

MISCELLANEOUS:
Waiver and Exceptions:

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

MISCELLANEOUS:
Titles:

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

MISCELLANEOUS:
Singular and Plural
Masculine and
Feminine:

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

MISCELLANEOUS:
Successors in
Interest:

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

MISCELLANEOUS:
AMENDMENTS:

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

MAINTENANCE OF
COMMON AREAS:

Declarant further covenants that the areas specifically referred to as Reserve A in said Plat of East Meadows and as access to the golf course of Crestview Country Club Estates Home Owners Association of the State of Kansas, and that such areas shall be landscaped and maintained by the said Association, and that the expense of the same shall be raised by special assessments levied by the Home Owners Association as hereinbefore set out.

IN WITNESS WHEREOF the Crestview Development Corporation has caused this Declaration to be executed this 24th day of May, 1971.

CRESTVIEW DEVELOPMENT CORPORATION

By: James J. Haugen
President

ATTEST:

Warren E. Tomlinson
Secretary

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 24th day of May, 1971, before me, the undersigned a Notary Public in and for the county and state aforesaid, came James J. Haugen, President of Crestview Development Corporation, a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

Ellen Hanks
Notary Public

My Commission Expires:

4-22-75



ACCEPTANCE AND APPROVAL

THE CRESTVIEW COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION, a non-profit corporation organized and existing under the laws of the State of Kansas, and THE UNION NATIONAL BANK do hereby accept and consent to all of the terms, provisions and conditions, including all protective restrictions, conditions, covenants, reservations, liens, charges and assessments contained in the foregoing Declaration and by this Acceptance and Consent agree to act in the capacity and with the powers and authority given it under said Declaration. The acceptance and consent is hereby executed and the undersigned hereby causes its signature seal to be hereunto affixed by its authorized officers, on the 24th day of May, 1971.

THE CRESTVIEW COUNTRY CLUB ESTATES
HOMEOWNERS ASSOCIATION

By James J. Haugen
President

THE UNION NATIONAL BANK

By C. W. Dillewater
Vice President

ATTEST:

Warren E. Tomlinson
Secretary

ATTEST:

Howard D. Nellis
HOWARD D. NELLIS Secretary
Assistant Vice President

STATE OF KANSAS)
(ss:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 24 day of May, 1971, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came James J. Haugen President of the Crestview Country Club Estates Homeowners Association, a corporation of the State of Kansas, and C. W. Dillewater President of The Union National Bank, a corporation of the State of Kansas, personally known to me to be the same persons who executed the foregoing instrument in writing as officers of said corporations, in behalf of said corporations, and they duly acknowledged the execution of the same for themselves and for said corporation for the uses and purposes herein set forth.

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

Ellen Hanks
Notary Public



My Commission Expires:
4-22-75

APPROVAL

THE CRESTVIEW COUNTRY CLUB CORPORATION, a non-profit corporation organized and existing under the laws of the State of Kansas, does hereby approve the above and foregoing Declaration and all restrictions set out therein.

CRESTVIEW COUNTRY CLUB CORPORATION

By J. H. Parsey President

ATTEST:

John Sheaks
Secretary

STATE OF KANSAS)
(ss:
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 24 day of May, 1971, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came J. H. Parsey, President of Crestview Country Club Corporation, a corporation of the State of Kansas, personally known to me to be the same person who executed the foregoing instrument of writing as an officer of said corporation, in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

Ellen Hauko
Notary Public

My Commission Expires:

4-22-75



REISS & GOODNESS ENGINEERS

2160 E. DOUGLAS AVE.
WICHITA, KANSAS 67214


Board of Directors
Crestview Improvement District
Sedgwick County, Kansas

Gentlemen:

We hereby estimate the cost to construct sanitary sewers in Crestview Country Club Estates, East Meadows Addition to Sedgwick County, Kansas, to be as follows:

2,975	Lin. Ft.	8" V.C. Pipe w/Factory Moulded Joint	2.25	6,693.75
485	Lin. Ft.	6' - 8' Trench and Backfill	.90	436.50
745	Lin. Ft.	8' - 10' Trench and Backfill	1.10	819.50
1,325	Lin. Ft.	10' - 12' Trench and Backfill	1.50	1,987.50
420	Lin. Ft.	12' - 14' Trench and Backfill	2.00	840.00
141	Lin. Ft.	Manholes Constructed	40.00	5,640.00
211	Lin. Ft.	4" V.C. Riser Pipe in Place	2.00	422.00
47	Ea.	4" / 8" Wyes	7.50	352.50
6	Ea.	Connect to Existing Manhole	100.00	600.00
				<u>\$17,791.75</u>
		Engineering, Legal, Printing and Miscellaneous		<u>3,558.25</u>
		TOTAL ESTIMATE		\$21,350.00

Respectfully submitted,


A. E. Reiss, P. E.

REISS & GOODNESS ENGINEERS

2160 E. DOUGLAS AVE.
WICHITA, KANSAS 67214

Board of Directors
Crestview Improvement District
Sedgwick County, Kansas

Gentlemen:

We hereby estimate the cost to construct street improvements and drainage in the Crestview Improvement District, Sedgwick County, Kansas to include the following streets in Crestview Country Club Estates, East Meadows Addition: North Springdale Drive from the south line of Wakanda Court South and from the north line of Brookline Court North, all of North Point Drive, all of Wentworth Court, all of Cascades Court, to be as follows:

5,828	Lin. Ft.	Concrete Curb and Gutter	2.40	13,987.20
90	Lin. Ft.	18" Concrete Pipe	9.00	810.00
8,407	Sq. Yds.	Pavement: Hot Laid Asphaltic (7")	3.00	25,221.00
10,667	Sq. Yds.	6" Lime Stabilized Base Course	.70	7,466.90
1	Ea.	Curb Inlet	500.00	500.00
1	Ea.	Concrete Headwall	250.00	250.00
1	Unit	8'x5' Reinforced Concrete Box Culvert		12,634.52
3	Ea.	Street Name Signs	40.00	120.00
1	Ea.	Concrete Flume	150.00	150.00
				<u>\$61,139.62</u>

Engineering, Legal, Printing and Miscellaneous 12,228.02

TOTAL ESTIMATE \$73,367.64

Respectfully submitted,

Charles M. Goodness
Charles M. Goodness, P. E.



REISS & GOODNESS ENGINEERS

2160 E. DOUGLAS AVE.
WICHITA, KANSAS 67214

Board of Directors
Crestview Improvement District
Sedgwick County, Kansas

Gentlemen:

We hereby estimate the cost to construct street improvements and drainage in the Crestview Improvement District, Sedgwick County, Kansas to include the following streets in Crestview Country Club Estates, East Meadows Addition: North Springdale Drive from the south line of Wakanda Court to the north line of Brookline Court, all of Brookline Court, all of Hermitage Court, all of Wakanda Court, to be as follows:

1	Unit	Site Clearing		500.00
30,500	Cu. Yds.	Excavation	.50	15,250.00
4,097	Lin. Ft.	Concrete Curb and Gutter	2.40	9,832.80
190	Lin. Ft.	18" Concrete Pipe in Place	9.00	1,710.00
5,809	Sq. Yds.	Pavement: Hot Laid Asphaltic (7")	3.00	17,427.00
7,403	Sq. Yds.	6" Lime Stabilized Base Course	.70	5,182.10
2	Ea.	Curb Inlet	500.00	1,000.00
1	Ea.	Concrete Headwall	250.00	250.00
3	Ea.	Concrete Flume	150.00	450.00
12	Ea.	Street Name Signs	40.00	480.00
				<u>\$52,081.90</u>
		Engineering, Legal, Printing and Miscellaneous		<u>10,416.46</u>
		TOTAL ESTIMATE		\$62,498.36

Respectfully submitted,

Charles M. Goodness
Charles M. Goodness, P. E.

Wichita, Kansas
May 13, 1971

Wichita Metropolitan Area Planning Commission
City Building
104 South Main Street
Wichita, Kansas 67202

Gentlemen:

We, the undersigned, being the duly elected, qualified and acting President and Secretary of the Board of Directors of Crestview Country Club Improvement District, Sedgwick County, Kansas, do hereby certify that at a special meeting of the Board of Directors on March 9, 1971, a resolution was passed to construct the necessary sanitary sewer outfalls and laterals to furnish sewer service to all of the lots and building sites in Crestview Country Club Estates, East Meadows Addition, to Sedgwick County, Kansas, and that proceedings have commenced to issue bonds in the appropriate amount to pay the cost of such construction; that such bonds will be sold to the First Securities Company of Wichita, Kansas, who have contracted to purchase the same; that the bonds will be paid by special assessments levied against the property benefited by such construction in conformity with the statutes so made and provided.

Very truly yours,

CRESTVIEW COUNTRY CLUB IMPROVEMENT
DISTRICT OF SEDGWICK COUNTY, KANSAS

By


PRESIDENT

ATTEST:


SECRETARY

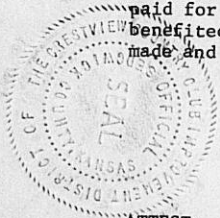


Wichita, Kansas
May 13, 1971

Wichita Metropolitan Area Planning Commission
City Building
104 South Main Street
Wichita, Kansas 67202

Gentlemen:

We, the undersigned, being the duly elected, qualified and acting President and Secretary of the Board of Directors of Crestview Country Club Improvement District of Sedgwick County, Kansas, do hereby certify that on March 9, 1971, the Board of Directors at a special meeting adopted a resolution to enter into a contract with the City of Wichita for the construction of a water supply system and water mains to supply Crestview Country Club Estates, East Meadows Addition to Sedgwick County, Kansas, with domestic water and that a contract has been entered into with the City of Wichita for such construction to be paid for from the proceeds of a bond issue and that proceedings for the issuance of bonds in the necessary amount to pay such cost have been commenced, and that the bonds will be paid for by special assessments levied against the property benefited in accordance with the statutes in such cases made and provided.



Very truly yours,

CRESTVIEW COUNTRY CLUB
IMPROVEMENT DISTRICT, SEDGWICK
COUNTY, KANSAS

ATTEST:

James J. Young
Secretary

By *Donald R. Jones*
President

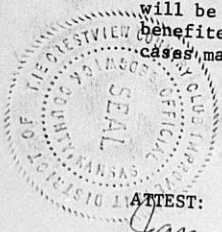
Wichita, Kansas
May 13, 1971

Metropolitan Area Planning Commission
City Building
104 South Main Street
Wichita, Kansas 67202

Gentlemen:

We, the undersigned, being the duly elected, qualified and acting President and Secretary of the Board of Directors of Crestview Country Club Improvement District of Sedgwick County, Kansas, do hereby certify that on March 9, 1971, the Board of Directors, at a special meeting held on that date, unanimously adopted a resolution to construct and install paving on all streets in Crestview Country Club Estates, East Meadows Addition, Sedgwick County, Kansas, in accordance with urban standards to curb and gutter, such installation to be in conformity with specifications established by the County Engineer of Sedgwick County, Kansas. This construction will include appropriate drainage and sidewalks adjacent to the streets.

Proceedings have also been commenced toward the issuance of bonds in the necessary amount to pay the cost of such project and such bonds have been contracted to be sold to the First Securities Company, Wichita, Kansas. The bonds will be paid by special assessments levied against the benefited property in conformity with the statutes in such cases made and provided.



ATTEST:

James J. Kautz
Secretary

Very truly yours,

CRESTVIEW COUNTRY CLUB IMPROVEMENT
DISTRICT, SEDGWICK COUNTY, KANSAS

By

James J. Kautz
President

FIRST SECURITIES COMPANY
OF KANSAS
(INCORPORATED)
INVESTMENT SECURITIES

SCHWEITER BUILDING
WICHITA, KANSAS
May 6, 1971



Mr. Curtis Newby,
Wichita Planning Commission,
City Building Annex,
Wichita, Kansas.

RE: EAST MEADOWS ADDITION TO CRESTVIEW COUNTRY CLUB IMPROVEMENT DISTRICT

Dear Mr. Newby:

This letter will verify the market status of bonds to be issued by Crestview Country Club Improvement District relative to certain street, water and sewer improvements located solely in or constructed to serve the East Meadows Addition to Crestview Country Club Improvement District.

Under date of July 31, 1970 First Securities Company and Crestview Country Club Improvement District, through its duly elected officials, entered into a financing agreement whereby First Securities Company agreed to purchase and the Crestview Country Club Improvement District agreed to sell bonds of the Improvement District. Included in the bonds identified in this underwriting agreement as the secondary phase of the program are the following issues:

SERIES A, 1971 BONDS issued for the construction of Water Improvement purposes -----	\$32,527.45
SERIES B, 1971 BONDS issued for the construction of Street Improvement purposes -----	62,498.36
SERIES C, 1971 BONDS issued for the construction of Sewer Improvement purposes -----	21,350.00
SERIES D, 1971 BONDS issued for the construction of Street Improvement purposes -----	73,367.64

As you know, the purchase of these bonds by First Securities Company is subject to the final legal approving opinion of Weigand, Curfman, Brainerd, Harris & Kaufman, and the submission to us of a complete legal transcript evidencing authority for bond issuance and upon registration of the bonds by the State Auditor's office and approval by the Attorney General's office of the State of Kansas.

We trust this information will indicate the marketability of the bonds.

Very truly yours,

CC: Mr. Grey Dresie, Atty.,
Union National Building,
Wichita, Kansas.

FIRST SECURITIES COMPANY

A handwritten signature in cursive script that reads "Floyd Steiner".

Floyd Steiner
Vice President

RTR:fm

LAW OFFICES
DRESIE AND JORGENSEN
815 UNION NATIONAL BUILDING
BROADWAY AND DOUGLAS
WICHITA, KANSAS 67202

GREY DRESIE
J. PAUL JORGENSEN (1912-1967)
JOHN F. JORGENSEN

HONE 267-4231
AREA CODE 316

26 April 1971

Wichita Metropolitan Area Planning Commission
City Hall Annex
Wichita, Kansas

Re: Crestview Country Club Estates
East Meadows Addition to Sedgwick
County, Kansas

We have examined the title to the real property which
is being platted as Crestview Country Club Estates, East
Meadows Addition to Sedgwick County, Kansas, and find the
title as of April 23, 1971, at 7:00 a. m. to be in

CRESTVIEW DEVELOPMENT CORPORATION

subject to the following:

1. Taxes for the year 1970 and prior years are shown
paid.
2. There appears of record a mortgage to The Union
National Bank, Wichita, Kansas recorded in Book 1687 of
Mortgages, page 576, dated May 4, 1971 and filed for record
May 19, 1970.

REQUIREMENT: That the mortgagee approve the intended
plat.

3. There appears a mortgage to the Crestview Country
Club recorded in Book 1687 of Mortgages, page 571 dated
May 17, 1970, and recorded May 19, 1970.

*Requires two (2)
mortgage consents & then
notary on plat tracing*



REQUIREMENT: That the Crestview Country Club, a
Kansas Non-Profit Corporation, approve the plat.

Very truly yours,

DRESIE & JORGENSEN

By *[Signature]*

GD/ew

THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE April 14, 1971



TO John Gist, Senior Planner
FROM Bill H. Otten, Design & Planning Supt.

SUBJECT East Meadows Addition
at Crestview

I am attaching to this memorandum a copy of the Engineers Estimate of Cost for providing city water service to East Meadows Addition at Crestview.

The developer will be required to enter into a Plan "B" Water Main Extension Agreement with the Water Department and make a cash deposit of \$29,596.50, this being their portion of the cost of said Agreement. The Water Department will then select a contractor for this project by competitive bidding and will also inspect the construction work.

The Plan "B" Agreements are being sent to Reiss & Goodness Engineers.

Bill H. Otten
Bill H. Otten
Design & Planning Supt.

BHO:ls

cc: Al E. Reiss, Consulting Engineer
John D. Wynkoop, Operations Chief Engineer



ENGINEER'S PRELIMINARY ESTIMATE
OF
EXTENSION OF DISTRIBUTION SYSTEM
TO SERVE THE EAST MEADOWS ADDITION
AT CRESTVIEW

3,078 Lineal Feet of 12-inch pipe @ \$10.14 by contract (with appurtenances)	\$ 31,210.92	
Materials supplied by Water Department	<u>497.94</u>	
Estimated cost of construction and materials	\$ 31,708.86	
Administrative and Engineering, 6%	1,902.53	
Miscellaneous and Contingencies	<u>138.61</u>	
Estimated Cost of 12-inch pipe		\$ 33,750.00
3,046 Lineal Feet of 8-inch and 6-inch pipe @ \$8.38 by contract (with appurtenances)	25,525.48	
Materials supplied by Water Department	<u>1,857.14</u>	
Estimated cost of construction and materials	\$ 27,382.62	
Administrative and Engineering, 6%	1,642.96	
Miscellaneous and Contingencies	<u>124.42</u>	
Estimated Cost of 8-inch and 6-inch pipe		<u>29,150.00</u>
Estimated Total Project Cost		\$ 62,900.00
Less difference between 12-inch and 8-inch main cost 3,078 feet @ \$3.25/Lineal foot	\$ 10,003.50	
Less Fire Hydrants Cost, 4 @ \$575.00	2,300.00	
Less Plan "B" Allowance, 50 1-inch meters @ \$420.00	<u>21,000.00</u>	
		<u>33,303.50</u>
NET COST TO EAST MEADOWS ADDITION - PLAN "B"		<u>\$ 29,596.50</u>

April 14, 1971
WICHITA WATER DEPARTMENT
Wichita, Kansas

By Bill H. Otten
Bill H. Otten
Design and Planning Superintendent

March 24, 1971

Dick Linn, Design Chief Engineer

John D. Gist, Principal Planner

S/D 70-50 - Final Plat of Crestview Country Club
Estates, East Meadows Addition

Attached for your information and files is a further refined copy of the final plat on the above-captioned Addition, containing additional angles and dimensions as surveyed in the field. We have been advised that there are no changes in this plat versus that originally submitted, but that it contains additional information which we thought should be made available to you and your review of plans and profiles submitted by the applicant's engineer for the various required improvements on this plat.

If you have any questions concerning this matter, please contact our office.

JDG:rme

Attachment

Copy of Memo sent to: M. S. Mitchell, Assistant Superintendent
Public Works-Maintenance

REGISTERED PROFESSIONAL ENGINEERS:
CHARLES M. GOODNESS
AL. E. REISS

PHONE (316) 264-1391

REISS & GOODNESS ENGINEERS

Consulting Engineers

2160 E. DOUGLAS AVE.
WICHITA, KANSAS 67214

Mar. 18, 1971

Mr. John D. Gist, Senior Planner
Metropolitan Area Planning Department
City Building Annex
104 S. Main St.
Wichita, Kansas 67202

Re: S/D 70-50 - Final Plat of
Crestview Country Club Estates,
East Meadows Addition

Dear Mr. Gist:

Enclosed are copies of East Meadows plat with all deminsions
as surveyed.

Very truly yours,

Kenny E. Hill

Kenny E. Hill, E. T.

KEH:h
Encl.



RECEIVED 26/ 1971

[The body of the document contains several lines of text that are extremely blurry and illegible. The text appears to be organized into paragraphs, with some lines being more distinct than others. There are approximately 10-12 lines of text in total, though they cannot be read.]

February 26, 1971

Reiss & Goodness, Engineers
2160 East Douglas
Wichita, Kansas 67214

Re: S/D 70-59 - Final Plat of
CRESTVIEW COUNTRY CLUB
ESTATES - EAST MEADOWS
ADDITION

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on February 25, 1971, 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 February 19, 1971.

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

1. Compliance with the requirements of the Metropolitan Area Planning Commission.
- OK* Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- OK* Certification by an attorney that fee title is vested in the platlor.
- OK* Certification that all taxes due and payable for 1970 and prior years have been paid.

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

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:ber

Page 2 - Reiss & Goodness
February 26, 1971

cc: James F. Haugen, President
Crestview Development Corporation
130 North Market 67202

Jerald R. Jones
13 Via Roma 67230

Robert Nelson, Attorney
Suite 630, 200 West Douglas 67202

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

AMHERST 2-9211 — AREA CODE 316
CITY BUILDING ANNEX
104 S. MAIN ST.
WICHITA, KANSAS 67202

*Cur - file in "Crestview
Country Club Estates, East
Meadows Addition"*

February 12, 1971

Reiss & Goodness, Engineers
2160 East Douglas Avenue
Wichita, Kansas 67214

Re: Case No. DR 71-3 - Sewage
Plant Modification - Crest-
view Improvement District

Dear Mr. Goodness:

Attached in triplicate are the comments and recommendations and the supporting papers which indicate the action of the Wichita-Sedgwick County Metropolitan Area Planning Commission (Metropolitan Area Clearinghouse) on the Crestview Improvement District application for federal funds to be used toward expanding and modifying their existing sewage treatment facilities.

We notified the State Clearinghouse of the proposed application; however, no answer has been received at this time. We will transmit their reply to you as soon as it is received.

Sincerely,

Robert A. Lakin, Secretary
Wichita-Sedgwick County Metro-
politan Area Planning Commission

RAL:JPL:ber

Attachments

cc: Jerald R. Jones, President
Crestview Improvement District
13 Via Roma
Wichita, Kansas 67230

COMMENTS AND RECOMMENDATIONS
OF
STATE, REGIONAL OR METROPOLITAN CLEARINGHOUSES

DATE: February 12, 1971

Clearinghouse or Planning Agency:

Name: Wichita-Sedgwick County Metropolitan Area Planning
Commission

Address: 104 South Main, Wichita, Kansas 67202

Source of Authority for Establishment of Agency: See Attachment - Exhibit "A"

Applicant's Name: Crestview Improvement District,
Sedgwick County, Kansas

Address: 6629 East Kellogg Avenue
Wichita, Kansas 67218

Geographic Location of Project: Section 14, Township 27 South,
Range 2 East in Sedgwick County,
Kansas

Project Description: Modification and enlargement of
Sewage Treatment Facilities
Case DR 71-3

Clearinghouse Certification:

The project described above does (X) does not () conform with
the comprehensive plan developed or in process of development for
the metropolitan area in which it is located.

Comments and Recommendations:

See Exhibit "B"

Robert A. Lakin, Secretary
Wichita-Sedgwick County Metro-
politan Area Planning Commission

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

262-0611 — AREA CODE 316
CITY BUILDING ANNEX
104 S. MAIN ST.
WICHITA, KANSAS 67202

February 12, 1971

Case DR 71-3

"EXHIBIT A"

AUTHORITY FOR ESTABLISHMENT OF THE WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION IS BY:

Joint agreement between the City of Wichita and Sedgwick County under the laws of the State of Kansas, K.S.A. 1965 Supp. 12-716 et. seq., and

Membership of cities in the Metropolitan Area Planning Commission is authorized by a joint resolution between the Board of County Commissioners of Sedgwick and Sumner Counties, and by ordinance enacted by the Cities of Wichita, Haysville, Derby, Valley Center, Mulvane, Cheney, Andale, and Goddard.

Applicable ordinances enacted by the cities are:

City of Wichita	No. 29-610
City of Haysville	No. 238
City of Derby	No. 741
City of Valley Center	No. 413
City of Mulvane	No. 375
City of Cheney	No. 386
City of Andale	No. 68-1
City of Goddard	No. 52

The Metropolitan Area Planning Commission was certified on June 20, 1967, by the Secretary of Housing and Urban Development as the areawide review agency for Sedgwick County under Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966.

On November 3, 1969, the Department of Housing and Urban Development, acting in accordance with procedures established in Bureau of the Budget Circular A-95, designated the Wichita-Sedgwick County Metropolitan Area Planning Commission as the official "Metropolitan Area Clearinghouse" for Sedgwick County.

Revised: 2-10-70

WICHITA—SEDGWICK COUNTY



METROPOLITAN AREA PLANNING
COMMISSION

AMHERST 2-8211 — AREA CODE 316
CITY BUILDING ANNEX
104 S. MAIN ST.
WICHITA, KANSAS 67202

February 12, 1971

EXHIBIT "B"

Comments and Recommendations

Re: Case No. DR 71-3 -
Application for Federal
Grant - Crestview Im-
provement District

At their regular meeting on Thursday, February 11, 1971, the Wichita-Sedgwick County Metropolitan Area Planning Commission, acting in accordance with provisions of Attachment A, Part 1, of the Bureau of the Budget Circular A-95, and Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966, reviewed an application which the Crestview Improvement District intends to submit for a Federal grant for funds to be used toward modifying and enlarging sewage treatment facilities for the improvement district. As a result of the review, the Wichita-Sedgwick County Metropolitan Area Planning Commission (Metropolitan Area Clearinghouse) unanimously passed a motion certifying that:

1. The proposed project is not in conflict with the comprehensive sewer plan in the process of development.
2. There are no similar facilities planned or under construction at this time.
3. The application for a Federal grant be recommended for approval, and

4. The Planning Commission requested that the area not be developed beyond the design capacity of the new treatment facilities without first submitting a satisfactory sewer plan.

population of 6000
means no future plots without a sewer plan (either area wide plan or application to completed plan for section)
Robert A. Lavin, Secretary
Wichita-Sedgwick County Metropolitan Area Planning Commission

RAL:JPL:ber

February 19, 1971

Reiss & Goodness Engineers
2160 East Douglas
Wichita, Kansas 67214

Subject: S/D 70-59 - Final Plat
of CRESTVIEW COUNTRY CLUB ESTATES-
EAST MEADOWS ADDITION

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, February 18, 1971, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

1. The applicant shall include within their Homes Association Agreement a provision which clarifies the purpose, ownership and responsibility for maintenance of the area designated on the plat as Reserve A. A copy of the executed agreement shall be submitted to the Planning Department.

2. The plat is to be served with sanitary sewer by connecting to a proposed expansion of a sewage treatment facility located within the section of land, and now serving the Crestview Country Club. The Environmental Health Department has indicated their approval of this system, subject to the plans and specifications of the sewage plant modification being approved by the Kansas State Department of Health.

The applicant shall install or guarantee the installation of sanitary sewer lines in accordance with the specifications of the City of Wichita. The sewer construction plans and profiles are to be submitted to the City's Engineering Division of the Department of Public Works for approval.

*Improvements
Dist. sewer
10/2/71*

- OK*
- works*
- OK*
- OK*
1. The applicant shall install or guarantee the paving of all streets in accordance to urban standards with curb and gutter, and as to specifications of the City Engineer of Wichita. The appropriate plans and profiles for the streets, and their associated drainage, are to be submitted to the City Engineer for approval. Said responsibility for installation or guarantee, and the specifications and construction plans, are to include an adequate bridge or drainage structure on North Point Drive at its crossing of the drainage between 13th Street and the "Floodway".
 2. The applicant shall make satisfactory arrangement for the extension of municipal water to serve all lots within the subdivision.
 3. The subdivision shall be served with underground electrical and telephone utilities.
 4. The Subdivision Committee recommends that the sidewalk requirement be waived by the Board of City Commissioners.
 5. The applicant's engineer shall contact M. S. Mitchell of the Maintenance-Flood Control Office relative to adjustments that can be permitted on various minimum building pad elevations. Changes reflecting these agreed upon adjustments are to be made on the face of the plat and within the plat's text.
 6. The applicant working with the Planning Department relative to modification of the geometrics of the major street right-of-way at the intersection of 13th Street and 143rd Street East, which may be permitted pending final approval of amendments to the Subdivision Regulations by the Board of County Commissioners.
 7. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

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

Page 3
February 19, 1971

This matter will be forwarded to the Planning Commission for its consideration on Thursday, February 25, 1971, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Very truly yours,

John D. Gist
Principal Planner

JDG:rme

Enclosure

cc: Crestview Development Corporation
Mr. James F. Haugen, President, 130 North Market, 67202
Jerald R. Jones, 13 Via Roma, 67230
Robert Nelson, Attorney, 630 Olive W. Garvey Bldg., 67202

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 70-59 Name CRESTVIEW COUNTRY CLUB ESTATES - EAST MEADOWS ADDITION
Date Application Rec'd. 10-23-70 Preliminary Approval 11-5-70
Scheduled S/D Meeting 2-18-71

DESCRIPTION

General Location On the west side of 143rd Street East in an area south of 13th Street.
Owner Crestview Development Corporation
Surveyor/Engineer Reiss & Goodness
Address 2160 East Douglas Phone 264-1391

- | | | | |
|---|---|--------------------------------------|------------------------|
| 1. Gross Acreage of Plat | <u>32.7</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>64</u> R/W <u>4570</u> ft. | |
| Residential | <u>50</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>50</u> | TOTAL | <u>4570</u> ft. |
| 3. Minimum Lot Frontage | <u>50</u> ft. | 8. Sidewalk adjacent to all streets? | <u>yes</u> <u>X</u> no |
| 4. Minimum Lot Area | <u>12,000</u> sq. ft. | | |
| 5. Existing Zoning | <u>R1</u> | | |
| 6. Proposed Zoning | _____ | | |
| 9. Public Water Supply | <u>Yes</u> (Yes-No), Name <u>Wichita Water Department</u> | | |
| 10. Public Sanitary Sewers | <u>Yes</u> (Yes-No), Name <u>Crestview Improvement District</u> | | |
| 11. Health Department Approval (where applicable) | _____ (Yes-No) | | |
| 12. City of Wichita | _____ : Three-Mile Area <u>X</u> | | |

STAFF COMMENTS:

1. Associated County zone case SCZ-0261, "R1" to "AA" has been approved by the Board of County Commissioners subject to platting.
2. The Planning Department has been advised that the applicant has discussed the street names for the cul-de-sac streets, and the north-south drive, with Bob Vinson of the Department of Public Works, and that the street names indicated on the final plat have been agreed to. It should be pointed out, however, that said street names do not conform to the adopted street naming policy.
3. The applicant's engineer was to furnish a cross section and plan for the 70-foot Floodway lying west of Blocks 1 and 2, to M. S. Mitchell of the Maintenance-Flood Control Office. Such plans were to be submitted for approval showing adequacy of the 70 feet and its capability of handling the drainage which it will receive.
4. The applicant shall include within their Homes Association Agreement a provision which clarifies the purpose, ownership and responsibility for maintenance of the areas designated on the plat as Reserve A. A copy of the executed Agreement shall be submitted to the Planning Department.
5. The applicant has advised that the plat will be served with sanitary sewer by connecting to a proposed expansion of a sewage treatment facility located within the section of land, and now serving the Crestview Country Club. The Environmental Health Department has indicated their approval of this system, subject to the plans and specifications of the sewage plant modification being approved by the Kansas State Department of Health.
6. The applicant shall install or guarantee the installation of sanitary sewer lines in accordance with the specifications of the City of Wichita. The sewer construction plans and profiles are to be submitted to the City's Engineering Division of the Department of Public Works for approval.

(over)

7. The applicant shall install or guarantee the paving of all streets in accordance to urban standards with curb and gutter, and as to specifications of the City Engineer of Wichita. The appropriate plans and profiles for the streets, and their associated drainage, are to be submitted to the City Engineer for approval. Said responsibility for installation or guarantee, and the specifications and construction plans, are to include an adequate bridge or drainage structure on North Point Drive at its crossing of the drainage between 13th Street and the "Floodway".
8. The applicant shall make satisfactory arrangement for the extension of municipal water to serve all lots within the subdivision.
9. The subdivision shall be served with underground electrical and telephone utilities.
10. The Subdivision Committee, at the hearing of the preliminary plat, recommended that the sidewalk requirement be waived by the Board of City Commissioners.
11. The right-of-way standards for the intersection of two arterials has been amended by the Planning Commission. Concurring approval of this amendment is anticipated by the City and County Commissions on February 16 and 17, respectively, and the plat may be altered to reflect this change in standard.
12. Recording of the plat within 30 days after approval by the Board of City Commissioners.

WICHITA-SEDGWICK COUNTY

DATE
February 4, 1971

METROPOLITAN AREA PLANNING DEPARTMENT

TO Wichita-Sedgwick County Metropolitan Area Planning
Commission
FROM James P. Looney, Senior Planner, Advance Plans
SUBJECT Case No. DR 71-3
Sewage Plant Modification
Crestview Improvement District

Reiss and Goodness, Consulting Engineers for the Crestview Improvement District, have submitted an application for a Federal grant to be used toward financing construction of an addition to the sewage treatment plant for the Crestview Improvement District. Facts and information pertaining to the project are as follows:

Applicant - Crestview Improvement District
Wichita, Kansas

Engineers - Reiss and Goodness
Wichita, Kansas

Project Location - The Crestview County Club development includes all of Section 14, Township 27 South, Range 2 East. This section of land is bounded on the north by 13th Street, the south by Central Avenue, the west by 127th and on the east by 143rd Street.

Project Information:

1. Existing sewage treatment plant facilities have insufficient capacity to serve the present development requirements.
2. The Kansas State Department of Public Health has declined to approve any extension of sewage collection systems for the area until additional sewage treatment plant capacity has been provided.
3. The general development plan for Crestview Country Club, prepared by Oblinger and Smith, Planning Consultants, indicates a potential development of about 3300 to 3500 people.
4. The proposed modification of the existing treatment facilities includes a prefabricated unit which can be moved to a different location at a later date.

5. The effluent will be discharged into Four Mile Creek which flows in a southeasterly direction through the property and into Butler County.
6. Estimated costs for the project are \$60,330. The application is for a grant of \$19,900.
7. It is stated in the application that additional treatment plant capacity is necessary to protect public health and to abate pollution of Four Mile Creek.
8. The sewer study for the MAPC is nearing its conclusion. Preliminary information suggests that over the planning period additional treatment plus collection facilities will have to be constructed on the Four Mile Creek tributary to the Walnut River Basin. Specific locations, types and sizings are not yet available.

Findings

After reviewing the application, we find that:

1. This proposed project does not conflict with the Comprehensive Sewer Plan Element in the process of development.
2. When completed, the new facility will have the capacity to provide sewage treatment for a population equivalent of 600 people.
3. Engineers estimate that this improvement will provide service up to the year 1980. They have stated that the modification is an interim solution to the waste disposal problem and that other means of sewage treatment and disposal will be implemented when the capacity of this plant is reached.
4. The general development plan for Crestview provides for approximately 3300 to 3500 people on the site.
5. History points up the fact that where water and sewer services are available, development can occur quite rapidly. The plant capacity could be reached in less than the 10 year period estimated by the engineers.
7. As the improvement is a package plant and is thus salvagable in the event additional facilities need to be constructed downstream; the investment to protect the public and provide service seems reasonable at this time for the level of development now approved.

RECOMMENDATION

In view of the foregoing it is recommended that the Metropolitan Area Planning Commission (Metropolitan Area Clearinghouse) certify that:

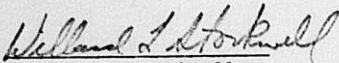
1. The proposed project is not in conflict with the Comprehensive Sewer Plan in the process of development.
2. There are no similar facilities planned or under construction at this time.
3. The application for Federal grant be recommended for approval with the understanding that no additional development beyond the population equivalent of 600 be approved until an overall sewer and water plan for Four Mile Creek be approved.

In addition to the above, it is recommended that the MAPC and the County Commission withhold approval of additional plats and zoning in this area until, (1) the sewer plan is complete and an overall long-range plan is decided upon, (2) a short-range program is prepared for the handling of additional development which would increase the load on sewage treatment facilities.

Comments from the County Engineer and the Wichita-Sedgwick County Department of Community Health are attached. Both recommend approval of the application.

JPL:bh

APPROVED BY



Willard L. Stockwell
Chief Planner
Advance Plans Division

APPROVED BY



Robert A. Lakin
Director of Planning

THE WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH

OFFICE OF Environmental Health

DATE February 3, 1971

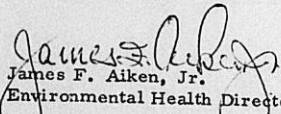
TO James Looney, Senior Planner, Advanced Plans

FROM James F. Aiken, Jr., Environmental Health Director

SUBJECT Case No. DR-71-3,
Sewage Plant Modification,
Crestview Improvement District

The Wichita-Sedgwick County Department of Community Health recommends approval of this project subject to the plans and specifications being approved by the Kansas State Department of Health. It is anticipated that the approval from the State Health Department will be received in the near future. It is likely that a slight modification of the proposed plans will be required in relation to providing chlorination facilities for the chlorination of the sewage treatment plant effluent.

The plant modification is such that it will serve the Crestview Country Club and the development related to three subdivisions adjacent to the Country Club golf course. While the engineers and developers anticipate a time period of 10 years for the completion of this phase of the development, if additional development occurs sooner it will of course necessitate a re-evaluation of the sewage situation. It is anticipated that future sewage treatment service will need to be provided at some point down stream from the existing sewage treatment facilities. It is our opinion that under the present circumstances this is a logical proposal and should be approved.


James F. Aiken, Jr.
Environmental Health Director

JFA:pp

cc Reiss and Goodness





COUNTY OF BERKSHIRE

ENGINEERING DEPARTMENT

|||||

RECEIVED JAN 22 1977

|||||

JAN 22 1977

[Faint, illegible text, likely a letter or report body]



COUNTY OF SEDGWICK

ENGINEERING DEPARTMENT

1015 STILLWELL

WICHITA, KANSAS, 67213

TELEPHONE 268-7201

February 1, 1971

Mr. James Looney, P.E.
Senior Planner
Metropolitan Area Planning Commission
104 S. Main
Wichita, Kansas 67202

Dear Mr. Looney:

Your letter of January 26, 1971 referring to Case ER 71-3 Sewage Plant Modification-Crestway Improvement District, has been reviewed and the following comments are made.

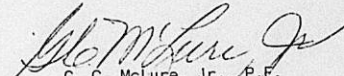
1. The Sewage Treatment Plant adaption to a population equivalent of 600 for installation by keeping the existing Waste Stabilization ponds as a secondary treatment - no information was given as to the size of the existing stabilization ponds nor do we have the capacity of sewage that these ponds will treat at the present time.
2. The Engineer's estimate is that the facility as it will be installed and improved, will take care of the anticipated development for the year 1980. This is a 10-year period and if the development within the area is greater than anticipated, another review must be made in order that the increased size of the treatment plant required can be added.
3. Also, in view of the Planning Consultant's development of the entire population of 3300 to 3500 when fully developed, it would seem that this particular problem should be worked in with our City-County Sewage Study and that before any further additions are made to the plant, this should be taken into consideration as to the location of any addition as well as the timing for the construction of any new sewage facility in the area.



Page 2
Mr. James Looney, P.E.
February 1, 1971

Any additions to the existing sewage disposal system in the Crestview area should be made and approved by Mr. Jim Aiken of the City-County Health Department in order that we can verify and certify that these meet the State of Kansas Health Standards. When this condition is met, I would recommend that the enlargement of the system in the manner stated in your letter be approved by the Planning Commission.

Very truly yours,


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

GCM:dc

November 6, 1970

Reiss & Goodness
2160 East Douglas
Wichita, Kansas 67214

Subject: S/D 70-59 - Preliminary
Plat of CRESTVIEW COUNTRY CLUB
ESTATES, EAST MEADOWS ADDITION

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, November 5, 1970, the above captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

1. It will be necessary for the applicant to file and receive approval of a request for change in zoning from R-1 Suburban Residential to "AA" One Family dwelling classification. Such an application would need final approval by the Board of County Commissioners prior to forwarding the final plat to Wichita's City Commission.
- OK The legal tie at the northeast corner of the plat shall be corrected to refer to the Northeast corner of Section 14, Township 27 South, Range 2 East.
- OK The appropriate, accompanying wording relative to the "Floodway" shall be included within the plat's text of the final plat. Such wording shall be the same as used in the prior and adjacent plat of North Point Addition.
- OK The drainage easements extending westerly from each of the cul-de-sacs shall be labeled as a "drainage and utility easement".
- OK Indicating side lot utility easements as marked on the "engineers" copy of the preliminary plat.
- OK Indicating a 10-foot utility easement adjacent to the west side of Lot 5 Block 1.

7. The names indicated for the cul-de-sac streets extending west of East Meadows Drive do not conform to the adopted street naming policy. Prior to the submission of the final plat the applicant shall contact Bob Vinson of the Department of Public Works, F. E. Hobbs of the Wichita Fire Department and C. Perol Holler of the Post Office, relative to the naming of these streets.
8. The applicant's engineer shall furnish a cross section and plan for the 70-foot Floodway lying west of Blocks 1 and 2, to M. S. Mitchell of the Maintenance-Flood Control Office. Such plans are to be submitted for approval showing adequacy of the 70 feet and its capability of handling the drainage which it will receive. (The engineer shall also discuss with Mr. Mitchell, various minimum building pad elevations which are to be indicated on the face of the plat and within the plat's text.) → elev. 1336.0 M.S.L. Shown on final plat
9. The applicant shall include within their Homes Association Agreement a provision which clarifies the purpose, ownership and responsibility for maintenance of the areas designated on the plat as Reserve A. A copy of the executed Agreement shall be submitted to the Planning Department.
10. The plat indicates that subject property will be served with sanitary sewer by connecting to Crestview Country Clubs existing sewage treatment facility located within the section of land. The applicant shall furnish to the Planning Department, a letter obtained from the Environmental Health Department which states that said sewage treatment facility is approved and capable of servicing subject plat.
11. The applicant shall install or guarantee the installation of sanitary sewer lines in accordance with the specifications of the City of Wichita. The sewer construction plans and profiles are to be submitted to the City's Engineering Division of the Department of Public Works for approval.
12. The applicant shall install or guarantee the paving of all streets in accordance to urban standards with curb and gutter, and as to specifications of the City Engineer of Wichita. The appropriate plans and profiles for the streets, and their associated drainage, are to be submitted to the City Engineer for approval. Said responsibility for installation or guarantee, and the specifications and construction plans, are to include an adequate bridge or drainage structure on North Point Drive at its crossing between 13th Street and the "Floodway".

→ of the drainage

Page 3
November 6, 1970

- ~~13.~~ The Committee recommending that the requirement of installing or guaranteeing the installation of sidewalks be waived by the Board of City Commissioners.
- ~~14.~~ The applicant shall make satisfactory arrangement for the extension of municipal water to serve all lots within the subdivision.
- ~~15.~~ The subdivision shall be served with underground electrical and telephone utilities.
- ~~16.~~ 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.
- ~~17.~~ 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.

Very truly yours,

John D. Gist
Senior Planner

JDG:rme

Enclosure

cc: James F. Haugen, President
Crestview Development Corporation
130 North Market, 67202

Jerald R. Jones, 6629 East Kellogg, 67218

Robert Nelson, Attorney, 630 O. W. Garvey Bldg., 67202

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

CRESTVIEW COUNTRY CLUB ESTATES -

S/D NO. 70-59 Name EAST MEADOWS ADDITION
Date Application Rec'd. 10-23-70 Preliminary Approval
Scheduled S/D Meeting 11-5-70

Preliminary plat

DESCRIPTION

General Location On the west side of 143rd Street East in an area south of 13th Street.
Owner Crestview Development Corporation
Surveyor/Engineer Reiss & Goodness
Address 2160 East Douglas Phone 264-1391

- | | | | |
|--------------------------------|--------------------|--------------------------------------|----------|
| 1. Gross Acreage of Plat | 32.7 | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. 64 R/W | 4570 ft. |
| Residential | 50 | b. R/W | ft. |
| Commercial | | c. R/W | ft. |
| Industrial | | d. R/W | ft. |
| Other | | e. R/W | ft. |
| Total Number of Lots | 50 | TOTAL | 4570 ft. |
| 3. Minimum Lot Frontage | 50 ft. | 8. Sidewalk adjacent to all streets? | yes X no |
| 4. Minimum Lot Area | 12,000 sq. ft. | | |
| 5. Existing Zoning | R1 | | |
| 6. Proposed Zoning | | | |
| 9. Public Water Supply | Yes (Yes-No), Name | Wichita Water Dept. | |
| 10. Public Sanitary Sewers | Yes (Yes-No), Name | Crestview Improvement District | |
| 11. Health Department Approval | (where applicable) | | (Yes-No) |
| 12. City of Wichita | | Three-Mile Area | X |

STAFF COMMENTS:

- approve*
- The applicant is platting subject property as an urban subdivision as defined in Article 8-101 of the MAPC Subdivision Regulations, therefore, the street rights-of-way and other required improvements will need to be to urban standards of said regulations.
 - It is intended that Crestview Country Club will eventually complete the original planned unit development (PUD) on the entire section with cooperation of all the ultimate landowners within the section. The applicant has already entered into an agreement with the Club to cooperate and join with them in the filing and completion of a PUD.
 - Subject property is zoned R-1, Suburban Residential, which requires minimum lot areas of 15,000 square feet. For the lesser lot areas as shown on this plat to be approved, it will be necessary for the applicant to file and receive approval of a request for change in zoning from R-1 Suburban Residential to "AA" One Family dwelling classification. Such an application would need final approval by the Board of County Commissioners prior to forwarding the final plat to Wichita's City Commission. *SCZ-0261*
 - The legal tie at the northeast corner of the plat shall be corrected to refer to the Northeast corner of Section 14, Township 27 South, Range 2 East.
 - The appropriate, accompanying wording relative to the "Floodway" shall be included within the plat's text of the final plat. Such wording shall be the same as used in the prior and adjacent plat of North Point Addition.
 - The names indicated for the cul-de-sac streets extending west of East Meadows Drive do not conform to the adopted street naming policy. The applicant shall contact Bob Vinson of the Department of Public Works relative to the naming of these streets.

(over)

7. The applicant shall include within their Homes Association Agreement a provision which clarifies the purpose, ownership and responsibility for maintenance of the areas designated on the plat as Reserve A. A copy of the executed Agreement shall be submitted to the Planning Department.
8. The plat indicates that subject property will be serve with sanitary sewer by connecting to Crestview Country Clubs existing sewage treatment facility located within the section of land. The applicant shall furnish to the Planning Department, a letter obtained from the Environmental Health Department which states that said sewage treatment facility is approved and capable of servicing subject plat. *see memo dated Feb. 4, '71. to MAPC from J. Looney.*
9. The applicant shall install or guarantee the installation of sanitary sewer lines in accordance with the specifications of the City of Wichita. The sewer construction plans and profiles are to be submitted to the City's Engineering Division of the Department of Public Works for approval.
10. The applicant shall install or guarantee the paving of all streets in accordance to urban standards with curb and gutter, and as to specifications of the City Engineer of Wichita. The appropriate plans and profiles for the streets, and their associated drainage, are to be submitted to the City Engineer for approval. Said responsibility for installation or guarantee, and the specifications and construction plans, are to include an adequate bridge or drainage structure on North Point Drive at its crossing between 13th Street and the "Floodway".
11. *recommend waive this requirement*
The applicant shall install or guarantee the installation of sidewalks adjacent to the south side of North Point Drive, the west side of East Meadows Drive, and both sides of all interior streets including the cul-de-sacs; the total estimated construction cost to be determined upon submission of a final plat.
12. The applicant shall make satisfactory arrangement for the extension of municipal water to serve all lots within the subdivision.
13. The subdivision shall be served with electrical and telephone utilities which are installed underground.
14. 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.
15. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

*Other - grant reserve A as utility easement plat
 SW Bell - 10' easement Lot 5, Blk 1 on ~~east~~ ^{west} side
 of Lot.
 Mitch - Engineer needs to present cross sections
 for flood way
 - set min pad elevations needs to be
 set on some lots
 RG's - also drainage easements on Cul-de-sacs as
 also utility easements*

SEARCHED INDEXED SERIALIZED FILED
 MAR 10 1971
 FEDERAL BUREAU OF INVESTIGATION
 U.S. DEPARTMENT OF JUSTICE
 WICHITA, KANSAS

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

CRESTVIEW COUNTRY CLUB ESTATES -
EAST MEADOWS ADDITION
S/D NO. 70-59 Name
Date Application Rec'd. 10-23-70 Preliminary Approval
Scheduled S/D Meeting 11-5-70

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| Industrial | | d. R/W | ft. |
| Other | | e. R/W | ft. |
| Total Number of Lots | 50 | TOTAL | 4570 ft. |
| 3. Minimum Lot Frontage | 50 ft. | 8. Sidewalk adjacent to all streets? | yes <input type="checkbox"/> no <input checked="" type="checkbox"/> |
| 4. Minimum Lot Area | 12,000 sq. ft. | | |
| 5. Existing Zoning | R1 | | |
| 6. Proposed Zoning | | | |
| 9. Public Water Supply | Yes (Yes-No), Name | Wichita Water Dept. | |
| 10. Public Sanitary Sewers | Yes (Yes-No), Name | Crestview Improvement District | |
| 11. Health Department Approval | (where applicable) | | (Yes-No) |
| 12. City of Wichita | Three-Mile Area | X | |

STAFF COMMENTS:

- Approve*
- The applicant is platting subject property as an urban subdivision as defined in Article 8-101 of the MAPC Subdivision Regulations, therefore, the street rights-of-way and other required improvements will need to be to urban standards of said regulations.
 - It is intended that Crestview Country Club will eventually complete the original planned unit development (PUD) on the entire section with cooperation of all the ultimate landowners within the section. The applicant has already entered into an agreement with the Club to cooperate and join with them in the filing and completion of a PUD.
 - Subject property is zoned R-1, Suburban Residential, which requires minimum lot areas of 15,000 square feet. For the lesser lot areas as shown on this plat to be approved, it will be necessary for the applicant to file and receive approval of a request for change in zoning from R-1 Suburban Residential to "AA" One Family dwelling classification. Such an application would need final approval by the Board of County Commissioners prior to forwarding the final plat to Wichita's City Commission.
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(over)

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11. *recommend waive this requirement*
The applicant shall install or guarantee the installation of sidewalks adjacent to the south side of North Point Drive, the west side of East Meadows Drive, and both sides of all interior streets including the cul-de-sacs; the total estimated construction cost to be determined upon submission of a final plat.
12. The applicant shall make satisfactory arrangement for the extension of municipal water to serve all lots within the subdivision.
13. The subdivision shall be served with electrical and telephone utilities which are installed underground.
14. 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.
15. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Other - grant reserve A as utility easement on plat

SW Bell - 10' easement Lot 5, Blk 1 on ~~east~~ ^{west} side of Lot.

Utch - Engineer needs to present cross sections for floodway

- set minor pad elevations need to be set on some lots

RG's - also drainage easements on Cul-de-sacs as also utility easements

Map No.: E-13-A
Section No.: 14
Twp. No.: 27 S
Range: 2 E

S/D No. 70-59

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Crestview Country Club Estates, East Meadows Addition

General Location: 13th Street and 14th Street East

Name of Property Owner: Crestview Development Corporation

Address: 130 N. Market, Wichita, Kansas 67202 Phone: 263-3833

Name of Subdivider: Same - James F. Haugen, President

Address: 130 N. Market, Wichita, Kansas 67202 Phone: 263-3833

Name of Agent/Surveyor: Reiss & Goodness Engineers

Address: 2160 E. Douglas Ave., Wichita, Kansas 67214 Phone: 264-1391

Date of Application: October 21, 1970

SUBDIVISION INFORMATION:

- ✓ 1. Gross Acreage of Plat 32.7 ✓ 7. Lineal Feet of New Streets:
- ✓ 2. Number of Lots: a. 64 R/W 4570 ft.
Residential 50 b. R/W ft.
Commercial c. R/W ft.
Industrial d. R/W ft.
Other e. R/W ft.
Total Number of Lots 50 TOTAL 4570 ft.
- ✓ 3. Minimum Lot Frontage 50 ft. ✓ 8. Sidewalk adjacent to all streets? yes x no
- ✓ 4. Minimum Lot Area 12,000 ft. ✓ 9. Public Water Supply Yes (Yes-No), Name Wichita Water Dept.
- ✓ 5. Existing Zoning R1
- ✓ 6. Proposed Zoning ~~R1~~ AA
- ✓ 10. Public Sanitary Sewers Yes (Yes-No), Name Crestview Improvement District
- ✓ 11. Health Department Approval (where applicable) (Yes-No)
- ✓ 12. City of Wichita Three-Mile Area X

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

Owner's Signature: James J. Haugen

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

Received by Carl Hardy
Date 10-23-70
Fee Submitted 11.97

T9-301B (10-68)



FORM 273-021

PAYMENT NOTICE

City of Wichita

AT TREASURER'S OFFICE - FIRST FLOOR

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

#197

DESCRIPTION	AMOUNT
<i>Handwritten description</i>	<i>Handwritten amount</i>

Name *Handwritten name*

Address *Handwritten address*

Type *Handwritten type*

Comments: *Handwritten comments* Due Date *Handwritten date*

Date *Handwritten date*

BY *Handwritten signature*