

Box 2
5952

PLAT NO. 72-97 MAP NO. A-9-C

NAME CHISHOLM CREEK ADDITION

LOCATION At the Northeast corner of 37th Street and
Woodlawn

ENGINEER _____

OWNER Smith and Williams

APPLICATION FILED 9-15-72

SKETCH PLAT FILED 9-15-72

PRELIMINARY FILED 10-24-72

S/D ACTION 11-2-72 Deferred 11-16-72 Approved
subj to Conditions

FINAL FILED _____

S/D ACTION 12-7-72 Approved subj to Conditions
7-5-73 Approved

MAPC ACTION 12-14-72 Approved as recommended
7-12-73 Approved

BCC ACTION 7/31/73 Approved

RECORDED 10-4-73

REMARKS _____

S/D 72-97 CHISHOLM CREEK ADDITION
At the Northeast corner of 37th
Street and Woodlawn.

8-72

ACTION

	DATE
S/D COMMITTEE (prelim) Deferred	11/2/72
S/D Revised Prelim. appears suit to condition II	16.72
S/D (final) appears " "	12.7.72
M.A.P.C. Approved. Board appears	12.24.72
ma p c. approved	7.12.73
B.C.C./B. CO. C. Approved	7-31-73

Closed 10. 4.73

Map No. A-9-C
Sec. No. 30
Twp. No. 26
Range 2E

Subdivision Report and Progress

S/D No.: 72-97

Name: CHISHOLM CREEK ADDITION

General Location: At the Northeast corner of 37th Street and Woodlawn

Owner: L.S. Smith and Faith and Robert L. Williams
Address: 780 Fourth National Bank Building Phone: 263-5205
Subdivider: L. S. Smith
Address: 7006 East Kellogg Phone: 684-6925
Engineer/Surveyor: _____
Address: _____ Phone: _____

Application Received 9-15-72
Conf. with Applicant _____
Sketch Plat Received 9-15-72
Present Zoning LC and R-1
* Proposed Zoning LC and AA
Letter of Intent 10-3-72

** PREL. PLAT RECEIVED 10-24-72
S/D Comm. Action 11-2-72 Deferred
Dept. Report on Prel. 11/20/73

TRACING PROGRESS:

Received 12-28-72
Released 2/4/73
Received _____
Released _____

FINAL PLAT RECEIVED

S/D Comm. Action 12-7-72 Approved
Subj to Conditions
Dept. Report on Final 12-6-73
MAP.C. ACTION 12-14-72 Approved as
Dept. Report on Final 12-15-72 Recommended
Letter on Irons Received N/A
Title/Taxes Rec'd & Reviewed 4-25-73
Final Review _____
Referral to B.C.C. 7/31/73 Approved

B.C.C. ACTION

Recorded 10-4-73

Comments:

* associated cases SCZ-0297 R-1-15 to AA-15 CU-143

Send Plats to:
CHISHOLM CREEK CONDOMINIUMS

Marvin Dear, Trustee
Payne Township
R.R. #2
Valley Center, Kansas 67147

** S/D Comm. Action 11-16-72 Approve Subj to Conditions

S/D Comm. Action 7-5-73 approved

Map 7-12-73 approved

Relgased plat, tracing to Jim Scheefe on 9-6-73
for recording

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

12-5-78

CHISHOLM CREEK ADDITION was
filed for record on Oct. 4, 1973

John Hale
Register Of Deeds

T9-328

DECLARATION OF CONDOMINIUM
OF
CHISHOLM CREEK CONDOMINIUMS

DECLARATION

MADE this ____ day of _____, 1973, by Chisholm Creek, Inc., a Kansas Corporation, hereinafter called "Chisholm Creek," for itself, its successors, grantees and assigns.

1. Condominium Ownership: The purpose of this Declaration is to submit the hereinafter described real estate, and the improvements to be constructed thereon, to the condominium form of ownership and use in the manner provided by Kansas Statutes Annotated 58-3101, et seq, hereinafter called The Act.

2. Name of Condominium: The name by which this condominium shall be known is Chisholm Creek.

3. Land: The land subject to the terms of this Declaration is as follows:

From the Southwest corner of Section 30, Township 26 South, Range 2 East of the Sixth P.M., Sedgwick County, Kansas, East along the South line of said Section 30, a distance of 75.00 feet; thence N 0° 17' 20" W, said line being parallel to the West line of said Section 30, a distance of 75.00 feet to the POINT OF BEGINNING: thence continuing N 0° 17' 20" W a distance of 175.00 feet; thence N 8° 49' 11" W a distance of 101.12 feet; thence N 0° 17' 20" W a distance of 1323.64 feet; thence N 62° 16' E a distance of 52.39 feet; thence S 79° 26' E a distance of 448.64 feet; thence S 15° 18' 45" E a distance of 1618.24 feet; thence S 88° 41' 15" W a distance of 616.57 feet; thence N 76° 16' 35" W a distance of 103.08 feet; thence S 89° 41' 15" W a distance of 175.00 feet to the POINT OF BEGINNING, said tract containing 25.30 acres more or less.

hereinafter called The Land.

4. Definitions: The terms used herein and in the Articles of Incorporation of Chisholm Creek Homeowners Association, a nonprofit

Kansas Corporation, and in the By-Laws of Chisholm Creek Homeowners Association, a copy of which are attached hereto and marked Exhibits "D" and "E," are as follows:

- a) "Apartment" means a part of the property intended for any type of independent use for a residence, including one or more rooms or enclosed spaces located on one or more floors (or part or parts thereof) in a building, and with a direct exit to a public street or highway or to a common area leading to such street or highway.
- b) "Apartment Owner" means the person or persons owning an apartment in fee simple absolute and an undivided interest in the fee simple estate of the common areas and facilities in the percentage specified and established in this Declaration.
- c) "Apartment No." means the number, letter or combination thereof designating the apartment in this Declaration.
- d) "Association of Apartment Owners" means all of the apartment owners acting as a group in accordance with the Articles of Incorporation of Chisholm Creek Homeowners Association, its By-Laws and the terms of this Declaration.
- e) "Building" means a building containing one or more apartments, or two or more buildings each containing one or more apartments, with a total of 4 or more apartments for all such buildings, and comprising a part of the land.
- f) "Common Areas and Facilities" means all of the land and improvements thereon not included within the apartment boundaries as described in Paragraph 6 hereof.
- g) "Common Expenses" means and includes the following:
 - 1) All sums lawfully assessed against the apartment owners by the Association of Apartment Owners;
 - 2) Expenses of administration, maintenance, repair or replacement of the common areas and facilities;

3) Expenses agreed upon as common expenses by the Association of Apartment Owners;

4) Expenses declared common expenses by provisions of this act, or by this Declaration, or the By-Laws of Chisholm Creek Homeowners Association.

5) Any valid charge against a condominium as a whole, such as ad valorem taxes and/or personal property taxes.

h) "Common Profits" means the balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses.

i) "Declaration" means this instrument and the same as it may be lawfully amended from time to time.

j) "Majority" or "Majority of Owners" means the apartment owners with fifty one percent (51%) or more of the votes in accordance with the percentages assigned in this Declaration to the apartments for voting purposes.

k) "Person" means individual, corporation, partnership, association, trustee or other legal entity.

l) "Property" means and includes the land, the building, all improvements and structures thereon, all owned in fee simple absolute and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, which have been or are intended to be submitted to the provisions of The Act.

m) "Recording Officer" means the Register of Deeds of Sedgwick County, Kansas.

n) "Association" means Chisholm Creek Homeowners Association, a nonprofit Kansas Corporation.

5. Development: The condominium is being developed as follows:

a) A survey of the land to be developed is attached hereto and marked Exhibit "A."

b) The improvements will be constructed by the developer substantially in accordance with the plans and specifications heretofore prepared by Robson, Kuhnel & Spangenberg, Architects, which are attached hereto and marked Exhibit "B." The condominium will include buildings consisting of one and two stories, with basements, and will include 166 apartments. The condominium will also include gardens and landscaping, interior roadway system, parking areas, swimming pool or pools and other recreational facilities.

c) Easements are reserved to the common areas as may be required for the installation and maintenance of public utilities.

d) This Declaration may be amended by filing such additional plans as may be required to adequately describe the improvements when finally completed. The completion thereof shall be indicated by filing with the Declaration a Certificate of the architects that all improvements have been completed substantially as herein represented. Such certificate, when signed and acknowledged by the developer, shall itself constitute an amendment to this Declaration, notwithstanding the procedures for amendment described elsewhere in this Declaration.

6. Apartment Boundaries: Each apartment shall include that part of the building containing the apartment which lies within its boundaries, which boundaries shall be determined as follows:

a) The upper boundaries shall be the plane of the upper ceiling of the top floor of the apartment.

b) The lower boundaries shall be the plane of the lower plane of the floor slab of the lowest level of the apartment.

c) The vertical boundaries of an apartment shall be (i) the exterior of the outside wall of the apartment in the building in which the apartment is located, except that there shall be excluded therefrom the outside finishing material of the building (ie) the finished siding material of the building (and except the windows of each apartment; provided, if there is attached to an apartment a balcony, canopy, stairway or other portion of the building serving only the apartment being bounded, the boundaries shall be such as will include all of such structures and fixtures thereon, and (ii) the center line of the interior walls bounding an apartment. All patios serving an apartment shall be deemed to be within the boundaries of the apartment to which it shall be appurtenant.

7. Description of Apartments: There are five (5) typical apartment floor plans which are designated by letter and numeral as follows: A-1, A-2, B, D-1 and D-2. These apartments are generally described by the sketches attached hereto as the exhibits indicated in the following schedule. Further details are illustrated by the building plans and specifications attached as Exhibit "B."

<u>APARTMENT</u>	<u>CONTAINING</u>	<u>EXHIBIT</u>
A-1	Living Room, dining area, kitchen, one bedroom, 1½ baths; two story with full basement.	
A-2	Living Room, dining area, kitchen, one bedroom, 1½ baths; two story with full basement.	

<u>APARTMENT</u>	<u>CONTAINING</u>	<u>EXHIBIT</u>
B	Living Room, dining area, kitchen, two bedrooms, 1½ baths; two story with full basement.	
D-1	Living Room, dining area, kitchen, two bedrooms; two baths with partial basement.	
D-2	Living Room, dining area, kitchen, three bedrooms, two baths and partial basement.	

All buildings are to be of wood frame construction. There shall be 166 apartments located in 31 buildings. Each apartment shall be numbered from 1 to 166 and shall be preceded by a building number as follows:

1 - 1	8 - 35	15 - 65	21 - 103
1 - 2	8 - 36	15 - 66	21 - 104
1 - 3	8 - 37	15 - 73	21 - 105
1 - 4	8 - 38	15 - 74	21 - 106
1 - 5	8 - 39		21 - 107
	8 - 40	16 - 69	21 - 108
2 - 6		16 - 70	
2 - 7	9 - 41	16 - 71	22 - 109
2 - 8	9 - 42	16 - 72	22 - 110
	9 - 43		22 - 111
3 - 9	9 - 44	17 - 75	22 - 112
3 - 10	9 - 45	17 - 76	22 - 113
3 - 11	9 - 46	17 - 77	22 - 114
3 - 12		17 - 78	
	10 - 47	17 - 79	23 - 115
4 - 13	10 - 48	17 - 80	23 - 116
4 - 14	10 - 49		23 - 117
4 - 15	10 - 50	18 - 81	23 - 118
4 - 16		18 - 82	23 - 119
	11 - 51	18 - 83	23 - 120
5 - 17	11 - 52	18 - 84	
5 - 18	11 - 53	18 - 85	24 - 121
5 - 19	11 - 54	18 - 86	24 - 122
5 - 20			24 - 123
5 - 21	12 - 55	19 - 87	24 - 124
5 - 22	12 - 56	19 - 88	24 - 125
	12 - 57	19 - 89	24 - 126
6 - 23	12 - 58	19 - 90	
6 - 24		19 - 91	25 - 127
6 - 25	13 - 59	19 - 92	25 - 128
6 - 26	13 - 60	19 - 93	25 - 129
6 - 27	13 - 67	19 - 94	25 - 130
6 - 28	13 - 68		25 - 131
		20 - 95	25 - 132
7 - 29	14 - 61	20 - 96	
7 - 30	14 - 62	20 - 97	26 - 133
7 - 31	14 - 63	20 - 98	26 - 134
7 - 32	14 - 64	20 - 99	26 - 135
7 - 33		20 - 100	26 - 136
7 - 34		20 - 101	
		20 - 102	

27 - 137	29 - 151	31 - 163
27 - 138	29 - 152	31 - 164
27 - 139	29 - 153	31 - 165
27 - 140	29 - 154	31 - 166
27 - 141	29 - 155	
27 - 142	29 - 156	
27 - 143		
27 - 144	30 - 157	
	30 - 158	
28 - 145	30 - 159	
28 - 146	30 - 160	
28 - 147	30 - 161	
28 - 148	30 - 162	
28 - 149		
28 - 150		

Each building and apartment location is shown on the plat which is attached hereto as Exhibit "C"; and each apartment shall have access to all the common area within the condominium. There shall be no limited common areas available or reserved to any particular apartment or apartments.

In the event any building or apartment, when constructed, encroaches upon any common area or upon another apartment location, such encroaching apartment shall have a permanent easement upon such common area or other apartment location for the maintenance of the encroaching apartment. Likewise, if any apartment or building, when constructed, shall not completely cover any building site or apartment location, such portion of any building site or apartment location not covered by a building or apartment shall be considered common area.

8. Valuation and Shares of Common Area: For purposes of ascertaining the proportionate share of the common area and facilities to be owned by each apartment owner and for the further purpose of ascertaining any surplus owned by the Association of Apartment Owners and determining liability for common expenses, and for the further purpose of determining the votes to which each owner of an apartment shall be entitled in the affairs of the Homeowners Association, each apartment shall have a base value (exclusive of owner initiated improvements in excess of the basic design of an apartment) as follows:

<u>APARTMENT DESIGNATION</u>	<u>VALUE</u>
A - 1	\$22,000.00
A - 2	\$23,500.00
B	\$29,000.00
D - 1	\$36,000.00
D - 2	\$39,000.00

Each apartment shall own a share in the common areas and facilities and in any surplus possessed by the corporation, and be liable for common expenses in the ratio that the base value of an apartment bears to the base value of all of the apartments in the condominium. Based upon the base value of each apartment type, each apartment owner shall have votes in the affairs of the Homeowners Association as follows:

<u>APARTMENT DESIGNATION</u>	<u>VOTES</u>
A - 1	1
A - 2	1½
B	2
D - 1	2½
D - 2	3

9. Statement of Purposes: Each apartment is for the exclusive purpose of a one-family residence only. None of the apartments shall be used for business purpose and so-called home occupations shall be authorized in any of the apartments.

10. Resident Agent: All service of process shall be had upon Stephen Smith, whose address is 6700 East 37th, Wichita, Kansas, 67226.

11. Apartment Design Changes: The developer reserves the right to change the interior design and arrangement of all apartments, so as long as developer owns the apartments so altered. Any such

change shall be reflected by an Amendment to this Declaration which may be executed by the developer alone, notwithstanding the procedures for Amendment as outlined in Paragraph 21 hereof. However, no such change shall increase the number of apartments nor alter the boundaries of the common area without Amendment of this Declaration as provided in Paragraph 21.

12. Maintenance and Alteration of Apartments:

- a) The association shall maintain, repair and replace
- (i) all portions of an apartment lying outside the boundaries of an apartment as defined in Paragraph 6 hereof, but the duty of the Homeowners Association to maintain, repair or replace shall include the footings and foundations of all buildings, and (ii) all conduits, ducts, plumbing, wiring or other facilities for the furnishing of utility services which serve more than one apartment in a building.

All incidental damage done in effecting such repairs, etc., shall be promptly repaired at the expense of the Homeowners Association.

b) The apartment owner shall be responsible to (i) maintain, repair and replace at his own expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Homeowners Association; (ii) not to paint or otherwise decorate, or change the appearance of any portion of the exterior of a building; and (iii) to promptly report to the Homeowners Association any defect or need for repairs the responsibility for which is that of the association.

c) Except as otherwise reserved to the developer, neither an apartment owner or the association shall make any alteration in the portions of an apartment or apartment building which are to be maintained by the association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety or soundness of a building, or impair any easement.

13. Maintenance and Alteration of Common Elements:

a) The maintenance and operation of the common areas and facilities shall be the responsibility and expense of the association.

b) After the completion of the improvements included in the common areas and facilities which are contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common areas without prior approval in writing by the owners of not less than 75% of the common areas except as provided by the By-Laws of the Homeowners Association, but any such alteration or improvement shall not interfere with the

rights of any apartment owner. The cost of such work shall not be assessed against a bank, life insurance company, or savings and loan association which acquires its title as the result of owning a mortgage upon an apartment unless such an owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of cost not so assessed shall be assessed to the other apartment owners in the proportions which their shares in the common areas bear to each other. There shall be no change in the shares and rights of an apartment owner in the common areas which are altered or further improved, whether or not the apartment owner contributes to the cost thereof.

14. Assessments:

a) Assessments against apartment owners for common expenses shall be made pursuant to the By-Laws and shall be allocated as set forth in Paragraph 8 of this Declaration. However, if services are furnished to apartment owners beyond the maintenance and operation of the condominium property, such as operation of a restaurant, club or recreational facilities, no assessment on account of such services shall be made against a bank, life insurance company, or savings and loan association which acquires its title as a result of owning a first mortgage upon an apartment, unless the occupant of the apartment owned by such an institution voluntarily accepts such services. This shall be so whether the title is acquired by deed from a mortgagor or through foreclosure proceedings. The shares of any cost or loss not so assessed shall be assessed to the other apartment owners in the proportions which their

shares in the common areas bear to each other.

b) Assessments and installments thereon paid on or before fifteen (15) days after the date when due shall not bear interest, but all sums not paid on or before fifteen (15) days after the date when due shall bear interest at the rate of 8% per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to the assessment payment due.

c) All sums assessed by the Association of Apartment Owners, but unpaid for the share of the common expenses chargeable to any apartment, shall constitute a lien on such apartment prior to all other liens except only (i) tax liens on the apartment in favor of any assessing unit and/or special improvement district, and (ii) all sums unpaid on a first mortgage of record. Such lien may be foreclosed by suit by the Manager or Board of Directors of the Homeowners Association, acting on behalf of the Homeowners Association, in like manner as a mortgage of real property. In any foreclosure the apartment owner shall be required to pay a reasonable rental for the apartment, if so provided in the By-Laws, and the Plaintiff in such foreclosure shall be entitled to appoint a receiver to collect the same. The Manager or Board of Directors, acting on behalf of the apartment owners, shall have power to bid in the apartment at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses may be maintained without foreclosing or waiving the liens securing the same.

d) In any voluntary conveyance of an apartment, the grantee of an apartment shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of common expenses up to the time

of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Manager or Board of Directors, as the case may be, setting forth the amount of the unpaid assessment against the grantor and such grantee shall not be liable for, nor shall the apartment conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount set forth in said statement from the Manager or Board of Directors.

15. Association: The operation of the condominium shall be by Chisholm Creek Homeowners Association, a nonprofit Corporation organized under and by virtue of the laws of the State of Kansas, and it shall fulfill its functions pursuant to the following provisions:

- a) The members of the association shall be the apartment owners.
- b) The association shall be incorporated under Articles of Incorporation in the form attached hereto as Exhibit "D."
- c) The By-Laws of the association shall be in the form attached hereto as Exhibit "E."
- d) Notwithstanding the duty of the association to maintain and repair parts of the condominium property, the Homeowners Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Homeowners Association, nor for injury or damage caused by the elements or other owners or persons.

e) The share of a member in the funds and assets of the Homeowners Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his apartment.

f) Whenever the decision of an apartment owner is required for any matter, whether or not the subject of an association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an association meeting, unless the joinder of record owners is specifically required by this Declaration.

16. Use Restrictions: The use of the property of the condominium shall be in accordance with the following provisions:

a) Each of the apartments shall be occupied only by a family, its employees and guests as a residence and for no other purpose. Except as reserved to the developer, no apartment may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the apartments to be effected thereby.

b) The common areas and facilities shall be used only for the purposes for which they are intended in furnishing of services and facilities for the enjoyment of the apartments and their owners.

c) No use or practice shall be permitted on the condominium property which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No apartment owner shall permit any use of his apartment or of the

common areas which will increase the rate of insurance upon the condominium property. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part thereof. All valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned. No rooms may be rented or transient guests accommodated.

d) Until the developer has completed and sold all of the apartments, neither the apartment owners nor the association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. The developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to the maintenance of a Sales Office, the showing of the property, and the display of signs.

e) Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Homeowners Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such regulations and Amendments thereto shall be furnished by the Homeowners Association to all apartment owners and residents of the condominium upon request.

17. Approval of Transfer or Lease: No apartment owner may effectively dispose of an apartment or any interest therein by sale or lease without first offering to sell or lease said apartment to the

Homeowners Association on the same term or terms and for the same consideration as such apartment owner is willing to sell to a non-owner. An apartment owner wishing to sell or lease his apartment may obtain a buyer or leasee, however, prior to the closing of the transaction the apartment owner shall offer the same to the Homeowners Association on the same terms and conditions, and for the same consideration, and the Homeowners Association shall have ten (10) days from the date of the receipt of an offer to sell in which to either purchase or lease the apartment. In the event the offer to sell to the Homeowners Association is not exercised in such ten (10) day period, an apartment owner may sell to any other person.

18. Mortgage and Acquisition by Mortgagees:

a) No apartment owner may mortgage his apartment or any interest therein without the approval of the association, except to a bank, life insurance company or a savings and loan association. The approval of any other mortgagee shall be subject to conditions determined by the association.

b) The provisions of Paragraph 17 shall not apply to a transfer to or purchase by a bank, life insurance company or savings and loan association which acquires its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. Nor shall such provisions apply to a transfer, sale, or lease by a bank, life insurance company or savings and loan association which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial or tax sale.

19. Liens against Apartments:

a) Subsequent to the filing for record of this Declaration, and while the property remains subject hereto, no lien shall thereafter arise or be effective against the property, other than for permitted mortgages, taxes, and special assessments. During such period liens or encumbrances shall arise or be created only against each apartment and the percentage of undivided interest in the common area and facilities appurtenant to each apartment, in the same manner and under the same conditions in every respect as liens or encumbrances may arise or be created upon or against any other separate parcel of real estate subject to individual ownership, provided however, that no labor performed or materials furnished with the consent or at the request of an apartment owner or his agent nor his contractor or his subcontractor shall be the basis for the filing of a lien pursuant to the lien laws of Kansas against the apartment or any other property of any other apartment owner not expressly consenting to or requesting the same, except that such expressed consent shall be deemed to be given by the owner of an apartment in the case of emergency repairs thereto. Labor performed or materials furnished for the common areas and facilities, if duly authorized by the Association of Apartment Owners, the Manager or Board of Directors thereof, in accordance with this Act, the Declaration or By-Laws, shall be deemed to be performed or furnished with the expressed consent of each apartment owner and shall be the basis for the filing of a lien pursuant to the Kansas lien law against each of the apartments and shall be subject to the provisions of

Subparagraph b) hereunder.

b) In the event a lien against two or more apartments becomes effective, the apartment owners of the separate apartments may remove their apartment and the percentage of undivided interest in a common area and facilities appurtenant to such apartment from the lien by payment of the fractional or proportional amounts attributable to each of the apartments affected. Such individual payment shall be computed by reference to the percentages appearing in the Declaration. Subsequent to any such payment, discharge or other satisfaction, the apartment and the percentage of undivided interest in a common area and facilities appurtenant thereto shall thereafter be free and clear of the lien so paid, satisfied or discharged. Such partial payment, satisfaction or discharge shall not prevent the lienor from proceeding to enforce his rights against any apartment and the percentage of undivided interest in a common area and facilities appurtenant thereto not so paid, satisfied or discharged.

20. Compliance and Default:

a) Each apartment owner shall be governed by and shall comply with the terms of this Declaration, by the Articles of Incorporation, the By-Laws, and regulations adopted pursuant thereto, and by such documents and regulations as they may be amended from time to time. A default shall entitle the association or other apartment owners to the relief described in Subparagraph b) of the paragraph in addition to the remedies provided by law.

b) An apartment owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, negligence or carelessness or by that of any

member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by proceeds of insurance carried by the association. Such liability shall include any increase in fire insurance rates occasioned by a use, misuse, occupancy or abandonment of an apartment or its appurtenances.

c) The failure of the association or any apartment owner to enforce any covenant, restriction or other provision of this Declaration, the Articles of Incorporation, the By-Laws, the Kansas Apartment Ownership Act (K.S.A. 58-3101) or any regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

21. Amendments: This Declaration may be amended in the following manner:

a) Notice of the subject matter of a proposed Amendment shall be included in the notice of any meeting at which a proposed Amendment is considered.

b) A Resolution adopting a proposed Amendment may be proposed by either the Board of Directors of the Homeowners Association or by the members of the association. Directors and members not present in person or by proxy at the meetings considering the Amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by (i) not less than 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the association; or (ii) not less than 80% of the votes of the entire membership of the association; or (iii) until the first election of Directors, only by all

of the Directors initially provided for in the Articles of Incorporation of the Homeowners Association, provided the Amendment does not increase the number of apartments nor alter the boundaries of the common areas.

c) No Amendment shall discriminate against any apartment owner or against any apartment or class or group of apartments unless the apartment owners so affected shall consent. No Amendment shall change any apartment nor the share in the common areas appurtenant to it, nor increase the owner's share of the common expenses, unless the record owner of the apartment and all record owners of liens thereon shall join in the execution of the Amendment.

d) A copy of such Amendment shall be certified by the President and Secretary of the Homeowners Association as having been duly adopted and shall be effective upon its filing in the office of the Register of Deeds of Sedgwick County, Kansas.

22. Termination: The condominium may be terminated in the following manner:

a) All of the apartment owners may remove the property from the provisions of the condominium by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the apartments consent thereto or agree, in either case by instrument duly recorded, that their liens be transferred to the percentage of the undivided interest of the apartment owner in the property as hereinafter provided.

b) Upon removal of the property from the provisions hereof and of the Kansas Apartment Ownership Act, the property shall be deemed to be owned in common by the apartment owners. The undivided interest in the property

owned in common which shall appertain to each apartment owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities.

c) If a proposed termination is submitted to a meeting of the members of the Homeowners Association, the notice of which meeting gives notice of the proposed termination, and if the approval of the owners of not less than 75% of the common elements, and of the record owners of liens upon the same 75% of the common elements, are obtained not later than thirty (30) days from the date of such meeting, than the approving owners shall have an option to buy all of the apartments of the other owners during the period ending on the sixtieth (60) day from the date of such meeting.

d) The option described in Subparagraph c) of this paragraph shall be exercised by delivery or mailing by Registered Mail to each of the record owners of the apartments to be purchased of an offer to purchase signed by the record owners of apartments who will participate in the purchase. Such offer shall indicate which apartments will be purchased by each participating owner and shall offer to purchase all of the apartments owned by owners not approving the termination, but the offer shall effect a separate contract between each seller and his purchaser.

e) The sale price for each apartment shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such offer, and in the absence of agreement, by arbitration in accordance with the then existing rules of The American Arbitration Association,

except that the arbitrators shall be two appraisers appointed by The American Arbitration Association who shall base their determination upon an average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The purchase price shall be paid in cash, and the sale shall be closed within ten (10) days following the determination of the sale price.

f) Termination of the condominium shall be evidenced by a Certificate of the Homeowners Association executed by the President and Secretary certifying as to effecting the termination, which Certificate shall become effective upon being recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

g) After termination of the condominium the apartment owners shall own the condominium property and all assets of the association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon their respective undivided shares of the apartment owners. Such undivided shares of the apartment owners shall be the same as the undivided shares in the common elements appurtenant to the owners' apartments prior to the termination.

23. Provisions for Reconstruction: In the event of the destruction of one or all of the apartments in the condominium, the decision as to whether to rebuild, repair, restore or sell the property, in the event of total destruction, shall be determined by a vote of the apartment owners, and it shall require a vote of 1% of the owners of the apartments.

24. Insurance:

a) The Board of Directors of the Homeowners Association shall obtain insurance policies upon the condominium property covering the items described in Subparagraph b) of this paragraph for the benefit of the Homeowners Association and the apartment owners, and their mortgagees as their interest may appear. Provision shall be made for the issuance of Certificates of Mortgage Endorsements to the mortgagees of apartment owners. Such policies and endorsements shall be kept by the insurance trustee as hereinafter provided.

b) Insurance shall cover the following:

(i) All buildings and improvements upon the land and all personal property included in the common elements in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Homeowners Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by standard extended coverage policy, and such other risks as are customarily covered with respect to buildings similar to the buildings on the land, such as vandalism and malicious mischief;

(ii) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Homeowners Association;

(iii) Workmen's compensation, if any, as may be required;

(iv) Such other insurance as the Board of Directors of the Homeowners Association shall determine from time to time to be desirable.

c) Premiums upon insurance policies purchased by the association shall be paid by the Homeowners Association as

a common expense.

d) Such insurance coverage shall be written on the property in the name of the Board of Directors of the Homeowners Association as Trustee for each of the apartment owners in the percentages established in the Declaration. Provision for such insurance shall be without prejudice to the right of each apartment owner to insure his own apartment for his benefit. The Board of Directors of the association is hereby irrevocably appointed agent for each apartment owner to adjust all claims arising under insurance policies purchased by the Homeowners Association, and to execute and deliver releases upon the payment of claims.

25. Responsibilities of Insurance Trustee:

a) All insurance policies purchased by the Homeowners Association shall provide that proceeds covering property losses shall be paid to the Homeowners Association, as Trustee.

b) Said Trustee shall receive the proceeds as are paid under any policy of insurance and hold them in trust for the benefit of the apartment owners and their mortgagees as follows. Any proceeds for loss or damages to common areas or facilities shall be used to restore such areas and facilities. Proceeds on account of apartments shall be held for the owners of damaged or destroyed apartments in proportion to the cost of repairing the damage suffered by each apartment owner. In the event a mortgagee endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interest may appear.

26. Responsibilities and Procedures as to Payment for Repairs:

a) If damage occurs only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after loss. In all other instances the responsibility of reconstruction and repair after loss shall be that of the association.

b) Immediately after a loss causing damage to property for which the Homeowners Association has the responsibility of maintenance and repair, the association shall obtain reliable and detailed estimates of the cost to rebuild or repair so as to place the damaged property in condition as good as that before the loss.

c) If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the association, assessments shall be made against the apartment owners who own the damaged property, and against all apartment owners in the case of damage to common areas or facilities, in sufficient amounts to provide funds to pay the estimated costs. Additional assessments may be made at any time during, or following the completion of, construction. Such assessments against the apartment owners for damage to apartments shall be in proportion to the cost of reconstruction and repair of their respective apartment. Such assessments on account of damage to common areas and facilities shall be in proportion to the owner's share in the common areas.

d) The proceeds from insurance received by the insurance trustee shall be disbursed as follows:

(i) The portion of insurance proceeds representing

damage, reconstruction, and repair of which is the responsibility of the apartment owner, shall be paid by the insurance trustee to the apartment owner, or if there is a mortgagee endorsement, then to the apartment owner and the mortgagee jointly, for repair of the premises.

(ii) The portion of insurance proceeds representing damage, the reconstruction and repair of which is the responsibility of the association, shall be disbursed in payment of the costs of such repair and reconstruction in the manner required by the Board of Directors of the Homeowners Association.

(iii) The insurance trustee shall not be required to determine whether a disbursement is to be made, the identity of the payee, or the amount to be paid, but may rely upon estimate received and public records as to ownership of apartments.

27. Severability: If any provision of this Declaration, or any section, sentence, clause, phrase or word or the application thereof in any circumstance is held to be invalid, the validity of the remainder of the Declaration and of the application of any of such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, Developer has executed this Declaration this day and year first above written.

CHISHOLM CREEK, INC.

By: _____

Joseph Smer
President

ATTEST:

William J. Fiedler
Secretary

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED that on this 27th day of April, 1973, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen Smith, to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free act and voluntary deed for the uses and purposes therein set forth.

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



Commission Expires:

January 12, 1976

Linda J. Long
Notary Public - Linda J. Long

Know all men by these presents that we the undersigned, property owners of the land described in the Land Surveyors Certificate, have caused said land to be surveyed and platted into a Block, Lots and streets the same to be known as Chisholm Creek Addition. The tracts as shown in Lot A, and numbered 1 to 166, are for the purpose of identification of building sites only (as provided for in KSA _____ Condominium Law of the State of Kansas). Woodlawn Boulevard and 37th Street North, as shown, are hereby dedicated to and for the use of the public. All that part of Lot 1 not indicated as building sites is hereby granted as an easement for the construction and maintenance of all public utilities. Easements as indicated on the plat are hereby granted for the construction and maintenance of all public utilities. A firelane easement as indicated on the plat is hereby granted. All abutters rights of...."

July 3, 1975

Ronald C. Gisick, City Clerk

Jack H. Galbraith, Chief Planner

S/D 72-97 - Chisholm Creek Addition
(irrevocable letter of credit)

We have received notification from the Engineering Division of the Department of Public Works that construction of the lift station required in the above captioned plat has been completed and approved. An irrevocable letter of credit in the amount of \$21,950 was submitted to guarantee the construction of the lift station. Said letter of credit is being held by your office and may now be released upon the request of the applicant. It is our understanding that release of the bond requires no action by the Board of City Commissioners.

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

JHG:JR:rme

Jack H. Galbraith, Chief Planner

cc: L. S. Smith, 7006 East Kellogg, 67207
James Schaefer, Attorney, 800 Brown Building, 67202
Mid Kansas Federal Savings & Loan, 230 South Market, 67202

THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

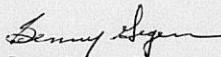
DATE October 30, 1973



TO Jack Galbraith, Chief Planner
FROM Benny Gegen, Civil Engineer II

SUBJECT Irrevocable Letter of Credit,
Chisholm Creek, Inc.

The plattors of Chisholm Creek Addition have entered into a Plan "A" Water Main Extension contract with the Water Department and made a cash deposit of the estimated cost, therefore, the Letter of Credit for \$37,200.00 can be released.


Benny Gegen
Civil Engineer II

BG:csc



IRREVOCABLE LETTER OF CREDIT

Kansas State Bank and Trust Company
(Name of bank)

Date: June 1, 1973

THE CITY OF WICHITA
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 37,200.00 for the account of Chisholm Creek, Inc.

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before June 1, 1975

(Insert date two years from MAPC approval of plat)

1. Southwest Quarter, Sect. 30, Township 26 So., Range 2 East, Sedg. Cty, Ks
- 2.
- 3.

in Chisholm Creek Addition, a subdivision of the City of Wichita, Kansas.

Acting through the City Engineer, you will notify us when either:

1. The improvements have been timely completed and the credit may be released, or
2. The purchaser has failed to perform or is in default hereunder.

All drafts drawn hereunder must be marked: "Drawn under Kansas
State Bank & Trust Co, Credit No. 060173, dated 6/1/73
(Name of bank)

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentation of any such draft shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before June 1, 1975.

Very truly yours,

Kansas State Bank and Trust Company
(Name of bank)

By: [Signature]
(Authorized signature)
D. Lynn White, Jr., Vice President

(CORPORATE SEAL)

THE CITY OF WICHITA

OFFICE OF Ass't. Supt. of Public
Works Maintenance

DATE Dec. 7, 1973



TO Jack Galbraith, Chief Planner - MAPD

FROM M. S. Mitchell

SUBJECT -- Chisholm Creek Addn.

I have reviewed a revised grading plan for subject plat. The plan is satisfactory and it removes the need for a dike. This plan supersedes the one which I have approved by memorandum dated May 31, 1973.

A handwritten signature in cursive script that reads 'M. S. Mitchell'.

M. S. Mitchell,
Ass't. Superintendent of
Public Works Maintenance

MSM/glm

cc: G. H. Wilton, Supt. of Public Works Maint.
John Riddel, Central Inspection
John Hall, Hall & Assoc.
Steve Smith, Chisholm Creek Inc., 6700 East 37th St. North
Chisholm Creek Addn. Plat File

November 12, 1973

Ralph C. Eberly, City Clerk

Jack H. Galbraith, Chief Planner

S/D 72-97 - Chisholm Creek Addition,
Letter of Credit guarantee for water
main extension.

The above referred to plat was approved by the Metropolitan Area Planning Commission on July 12, 1973 and by the Board of City Commissioners on July 31, 1973. One of the conditions of the approval was that the applicant guarantee the extension of City water to serve subject property. The applicant submitted an Irrevocable Letter of Credit from the Kansas State Bank, (credit No. 060173), for the account of Chisholm Creek Inc., in the amount of \$37,200, guaranteeing the extension of the water service within two years time on or before June 1, 1975.

Our office has been advised by the Water Department that the applicant has entered into a Plan "A" Water Main Extension cash contract, and therefore the \$37,200 letter of credit may be released. Your office is holding said letter of credit and it may now be released at the request of the applicant. Should you have any questions concerning this matter, please call.

JHG:CLN:rme

cc: D. Linn Wiley, Sr. Vice President
Kansas State Bank & Trust Company
123 North Market, 67202

L. S. Smith, 7006 East Kellogg, 67207

THE CITY OF WICHITA



DEPARTMENT OF LAW
OFFICE OF CITY ATTORNEY
252-0511 — AREA CODE 316
SUITE 600 — CITY BLDG. ANNEX
WICHITA, KANSAS 67202

October 3, 1973

Mr. James R. Schaefer
Attorney at Law
800 Brown Building
Wichita, Kansas 67202

Re: Chisholm Creek Condominiums

Dear Mr. Schaefer:

With further reference to our telephone conversation of October 2, 1973 concerning our conference of October 1 pertaining to your Declaration of Condominiums of Chisholm Creek Condominiums and a revised plot plan described by you as pertaining to the Declaration and the formal subdivision plat of Chisholm Creek, this is to confirm that our oral conferences cannot be construed as constituting MAPC approval of the blueprint containing 8 building sites and dated 9/28/73.

We advised you that Mr. Galbraith's examination of your blueprint indicated that the access to 37th Street North appeared to contain driveway or parking areas covering a portion of the area reserved on the plat. The same problem appears to exist on the Woodlawn access to the condominium area.

You have indicated that the document prepared by Hall and Associates subsequent to the approval of the subdivision plat by MAPC is to be recorded along with the subdivision plat of the Declaration of Condominium. This is to again suggest that the Hall and Associates drawing does not appear to have any identity or notation of relationship to the Chisholm Creek Subdivision plat.

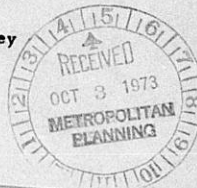
Very truly yours,

Eugene L. Pirtle

Eugene L. Pirtle
First Assistant City Attorney

ELP:cg

cc: Jack Galbraith, Chief Planner



HOLMES, DARRAH & MELLOR
ATTORNEYS AT LAW

800 BROWN BUILDING

WICHITA, KANSAS 67202

TELEPHONE (316) 262-4403

WILBUR H. JONES
COUNSEL

R. L. HOLMES (1860-1925)
W. E. HOLMES (1887-1956)
JOHN J. DARRAH (1910-1973)
RICHARD W. HOLMES
PHILLIP MELLOR
JAMES R. SCHAEFER
GEORGE R. COMPTON
TYRUS C. KAUFMAN

September 6, 1973

Mr. Jack Galbraith,
Senior Planner
Metropolitan Area Planning Department
City Annex Building
104 South Main
Wichita, Kansas

RE: Plat of Chisholm Creek Addition

Dear Mr. Galbraith:

This letter will confirm our understanding relative to the release by your department to me of the plat to the above addition and your requirements relative thereto.

The signed plat tracing shall remain in my possession until such time as all condominium documentation is ready for filing with the Register of Deeds. The plat along with all such documentation shall be filed at one time by me.

Subsequent to the filing of the plat and the condominium documentation, including the Declaration of Condominium, By-Laws of Chisholm Creek Homeowner's Association, plans and specifications and other documents required by statute, copies thereof shall be furnished to you for inclusion in the Planning Department files relative to this matter.

Further, in the event there are revisions necessary in any of the documentations, copies of which you now have in your file, I shall submit such revised documents to you, prior to filing, for your approval. As I advised you, there are some minor revisions

HOLMES, DARRAH AND MELLOR

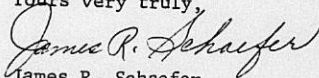
Page II
Plat of Chisholm Creek Addition
September 6, 1973

necessary in the Declaration, none of which I feel affect the substance of the Declaration, but such revisions will be submitted prior to recording.

Also, you have requested that I review a proposed requirement to be included in the Declaration which would provide for City or County maintenance of the common areas of the condominium in the event the Homeowner's Association fails to do so. I am somewhat opposed to the inclusion of a required section, however, I shall review the language which you request and, if the same is not too objectionable to the property owners as well as other interested parties, such as the title insurance company, mortgagees or other parties, the same may be included. I will discuss with you, after a review of the requested language, the inclusion of such a provision.

I trust that this letter fully sets forth are respective position concerning this matter.

Yours very truly,


James R. Schaefer
of HOLMES, DARRAH AND MELLOR

JRS/ljl

September 5, 1973

Ralph Wulz, City Manager

Jack H. Galbraith, Chief Planner

S/D 72-97 - Chisholm Creek Addition -
Requirements of Plat Approval

The above-referenced plat was approved by the Board of City Commissioners on July 31, 1973. One of the conditions of the approval was that the applicant guarantee the extension of sanitary sewer to serve the subject property. The applicant satisfied this requirement by entering into a contract with the Bel Aire Improvement District. However, the applicant has been working with the Department of Public Works toward the future, ultimate sanitary sewer service being provided by the City. In order for this to be accomplished, the City Engineer has required that the applicant guarantee the installation of a forced main and lift station in the amount of \$21,950.00.

Attached is an irrevocable letter of credit in the amount of \$21,950.00, submitted by the applicant guaranteeing the installation of said forced main and lift station on or before July 12, 1975. This letter of credit should be placed on the Manager's agenda for formal approval by the Board of City Commissioners at their regular meeting of September 11, 1973.

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

JHG:CLN:ber

Attachment

cc: James Schaefer, Attorney
Brown Building 67202

IRREVOCABLE LETTER OF CREDIT

Mid Kansas Federal Savings & Loan Association of Wichita
(Name of bank)

Date: September 4, 1973

THE CITY OF WICHITA
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 21,950.00 for the account of Chrisholm Creek, Inc.

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before July 12, 1974
(Insert date two years from MAFIC approval of plat)

1. Forced main and lift station
- 2.
- 3.

in Chrisholm Creek Addition a subdivision of the City of Wichita, Kansas.

Acting through the City Engineer, you will notify us when either:

1. The improvements have been timely completed and the credit may be released, or
2. The purchaser has failed to perform or is in default hereunder.

All drafts drawn hereunder must be marked: "Drawn under _____"

Mid Kansas Federal Savings & Loan Credit No. _____, Date: 9/4/73
(Name of bank)

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentation of any such draft shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified and negotiated on or before July 12, 1974

Very truly yours,

Mid Kansas Federal Savings & Loan Association of
(Name of bank) Wichita

By: Kenneth F. Brant
(Authorized signature)



RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number	72-97	Name	CHISHOLM CREEK ADDITION
Application Filed:	9-15-72	Sketch Filed:	9-15-72
Preliminary Plat Filed:	10-24-72	Approved by S/D:	11-16-72
Final Plat Filed:		Approved by S/D:	7-5-73
Approved by Metropolitan Area Planning Commission:			7-12-73

DESCRIPTION

General Location: Northeast corner of 37th
Street and Woodlawn

Surveyor or Engineer: John J. Hall

Owner: L. S. Smith and Faith and Robert L. Williams

Address: 780 4th National Bank Building 67202

- | | | |
|--------------------------|------------|----------------------------------|
| 1. Gross Acreage of Plat | 25.61 | 5. Lineal Feet of New Streets: |
| 2. Number of Lots: | | a. _____ R/W _____ ft. |
| Residential | 1 | b. _____ R/W _____ ft. |
| Commercial | 1 | c. _____ R/W _____ ft. |
| Industrial | _____ | d. _____ R/W _____ ft. |
| Other | _____ | e. _____ R/W _____ ft. |
| Total Number of Lots: | 2 | TOTAL _____ ft. |
| 3. Minimum Lot Frontage: | 16 ft. | 6. Existing Zoning: "LC" & "R-1" |
| 4. Minimum Lot Area | 800 sq.ft. | |

A valid petition has been submitted guaranteeing the extension of sanitary sewer. A certificate has also been submitted certifying the petition. An irrevocable letter of credit, in the amount of \$37,200 has been submitted guaranteeing the extension of water.

Planning Commission Recommendation:

That this plat be approved, subject to:

- The applicant shall furnish to the Planning Department recording information as to the book and page number of the Homes Association Agreement guaranteeing the installation and continued maintenance of private drives and sidewalks, parking areas and landscaping.
- The applicant shall submit by separate instrument a 10-foot utility easement to be located within the "Floodway" and adjacent to the north and east lines of the plat.
- The applicant shall furnish to the Planning Department a copy of the executed Sewer Connection Contract with the Bel Aire Improvement District for connection to said District's sanitary sewer facility.
- Recording of the plat within 30 days after approval by the Board of City Commissioners.

Kamen moved, Blakey seconded and it carried unanimously.
(Armholz and Rising absent.)

NOTE: Associated County Cases SCZ-0297, "R-1" and "LC" to "AA", and CU-143, Conditional Use application to permit construction of condominiums, have been approved by the Board of County Commissioners, subject to platting.

ACTION: Receive and file the irrevocable letter of credit, approve the petition and instruct the Director of Law to prepare the necessary resolution, instruct the City Clerk to file the certificate, sewer connection contract, easement, and notice of covenant with the Register of Deeds, the publication and filing costs of which shall be billed to the applicant, and approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign; and instruct the Planning Department to withhold releasing the plat tracing for recording until the Homes Association Agreement has been recorded.

CERTIFICATE

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

I, Stephen Smith, owner and plat-
tor of Chisholm Creek Addition, do hereby
certify that petitions for the following improvements have been
submitted to the Board of Commissioners of the City of Wichita,
Kansas:

1. Sanitary Sewer
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.

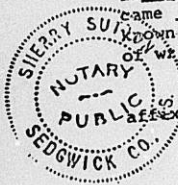
As a result of the above-mentioned petitions for im-
provements, lots within Chisholm Creek Addition
may be subject to special assessments assessed thereto for the
cost of constructing the above-described improvements.

Signed this 19th day of July, 1973.

Stephen Smith

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

Be it remembered that on this 19th day of July,
1973, before me, a notary public in and for said County and State,
came Stephen Smith, to me personally
or _____ to be the same person who executed the fore-going instrument
of writing and duly acknowledged the execution of same.



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

Sherry S. Sutton
Notary Public

My Commission Expires:
July 19, 1973

EASEMENT

Chisholm Creek, Inc., being the owner of the hereinafter described real estate, hereby grants a Public Utility Easement, for the installation and maintenance of public utilities, over, through and under the following described real estate, to-wit:

An easement 10' in width adjacent to the East and North of a line commencing 50' North of and 966.57' East of the Southwest Corner of Section 30, Township 26 South, Range 2 East of the Sixth P.M., Sedgwick County, Kansas (said POINT OF BEGINNING being the Southeast Corner of Chisholm Creek Addition to Sedgwick County, Kansas); thence North 15° 18' 45" W a distance of 1618.24'; thence North 79° 26' W a distance of 488.64 feet.

said easement shall be adjacent to the East and North property lines of Chisholm Creek Addition to Sedgwick County, Kansas, as shown by the recorded plat thereof.

CHISHOLM CREEK, INC.

By: Stephen Smith
President

ATTEST:

William J. Twelth
Secretary

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, that on this 27th day of April, 1973, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen Smith who is

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year above written.



Linda J. Long
Linda J. Long - Notary Public

My Commission Expires:

January 12, 1976

NOTICE OF COVENANT

Chisholm Creek, Inc., is the owner of the following described real estate which has been platted as Chisholm Creek Addition to Sedgwick County, Kansas, to-wit:

From the Southwest Corner of Section 30, Township 26 South, Range 2 East of the Sixth P.M., Sedgwick County, Kansas, East along the South line of said Section 30, a distance of 75.00 feet; thence N 0° 17' 20" W, said line being parallel to the West line of said Section 30, a distance of 75.00 feet to the POINT OF BEGINNING; thence continuing N 0° 17' 20" W a distance of 175.00 feet; thence N 8° 49' 11" W a distance of 101.12 feet; thence N 0° 17' 20" W a distance of 1323.64 feet; thence N 62° 16' E a distance of 52.39 feet; thence S 79° 26' E a distance of 448.64 feet; thence S 15° 18' 45" E a distance of 1618.24 feet; thence S 89° 41' 15" W a distance of 616.57 feet; thence N 76° 16' 35" W a distance of 103.08 feet; thence S 89° 41' 15" W a distance of 175.00 feet to the POINT OF BEGINNING, said tract containing 25.30 acres more or less.

This document, to be recorded in the office of the Register of Deeds of Sedgwick County, Kansas, is to impart notice to all subsequent owners of residential units in said Addition of the following facts and covenant with the City of Wichita, Kansas.

1. Chisholm Creek, Inc. has filed an Application with the City of Wichita, and has received a permit to temporarily connect to the sewerage system of said City and to discharge sewerage from the homes in the Addition into the City system.

2. That such permit is of a temporary nature only and that at such time as the City of Wichita constructs an additional main or interceptor sewer to serve Chisholm Creek Addition and other adjacent areas, the owners of residential units in Chisholm Creek Addition will be included in a Benefit District created under Kansas law, and said owners will be assessed their proportionate share of

the cost of construction of a permanent sewer. Included in the cost of construction of said permanent sewer will be charges arising out of the disconnecting of the temporary sewer connection, the reconnecting to the permanent main or interceptor, and the dismantling and reconstruction of the existing pump station being utilized as a part of the existing temporary connection.

3. Further, said Application and permit provides that residential unit owners in the Addition may be required to pay sewer service charges to the City of Wichita as provided in Title 16.16 of the Code of the City of Wichita.

Dated the 27th day of April, 1973.

CHISHOLM CREEK, INC.

By: *Stephen Smith*
President

ATTEST:

William J. Froelich, Jr.
Secretary

(SEAL)

ACKNOWLEDGMENT

(STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, that on this 27th day of April, 1973, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Stephen Smith who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year above written.



Linda J. Long
Linda J. Long - Notary Public

My Commission Expires:

January 12, 1976

APPROVED AS TO FORM

Colene L. Pirtle

COLENE L. PIRTLE
Assistant City Attorney

7-26-73 Date

SEWER CONNECTION CONTRACT

THIS SEWER CONNECTION CONTRACT made and entered into this 30th day of April, 1973, by and between the Bel Aire Improvement District of Sedgwick County, Kansas, a municipal corporation, hereinafter referred to as the District, and Chisholm Creek Inc., a Kansas corporation, hereinafter referred to as the Corporation.

The District has caused to be constructed a main sewer which connects the sewer system of the District with the sewer system of the City of Wichita, and

WHEREAS, the District has levied special assessments against the property owners within the District to pay for the cost of the construction of such main sewer, and

WHEREAS, the Corporation owns property outside of the District but desires to enter into a contract with the District to connect to such sewer and to reimburse the District equitably for such connection and use of the District sewer being paid for by the property owners within the District.

WITNESSETH IT THEN that it is this date contracted and agreed by and between the parties hereto that the Corporation shall be and hereby is granted the right to make a connection to the main sewer of the District under the following terms and conditions, to-wit:

1. That such connection shall be made in accordance with the specifications made by the engineers for the District, Reiss and Goodness, and the engineers of the City of Wichita and shall be inspected by both the engineers for the District and for the said City and approved before such connection is allowed to continue to exist. The Corporation shall pay whatever inspection fees are incurred in making such inspections.

2. The corporation as a consideration for being allowed to make such connection and to use such facility shall pay to the District the sum of Twenty-Two Thousand Five Hundred Dollars (\$22,500.00) within one (1) year of the making of this contract in manner and form as follows, to-wit:

- (a) Seven Thousand Five Hundred Dollars (\$7,500.00) for the first fifty (50) connections, such payment to be made at the time of the execution of this instrument, receipt of which is hereby acknowledged by the District.
- (b) Seven Thousand Five Hundred Dollars (\$7,500.00) for the next fifty (50) connections and this payment to be made prior to the time that the second fifty (50) connections are commenced.
- (c) Seven Thousand Five Hundred Dollars (\$7,500.00) for the third fifty (50) connections and this payment to be made prior to the time that the third fifty (50) connections are commenced.

3. Only one main line sewer connection shall be made to the District's main sewer, said connection to be made at an existing sewer manhole.

The connections referred to in paragraphs (a), (b) and (c) above refer to individual living units to be served by the Corporation's sewage collection system.

The Corporation further contracts and agrees that they will not cause to be discharged into the said sewer system any substances which will impair the sewer system and that they will abide by the rules and regulations which have been and may be made by the District and by the City of Wichita in regard to that which is discharged into such sewer system.

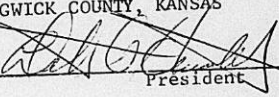
The Corporation further contracts and agrees that the design and construction of the sewer system which they are connecting into the District sewer shall be approved by the engineers for the City of Wichita and the engineers aforesaid for the District and that the construction of such sewer system will be inspected by the City Engineer and by the engineers for the District and that unless the construction and design of the same meets with the approval and passes such inspection by the engineers that the connection with the main sewer belonging to the District aforesaid will not be allowed to continue to exist.

In the event of the violation of any of the terms hereof, Corporation shall be given two (2) weeks written notice to correct any such violations, and if correction is not made within such time, then either the District or the City shall have the right to discontinue such connection.

The Corporation further contracts and agrees that they understand that it is necessary for them to procure the permission of the City of Wichita to connect to such main sewer and to pay certain fees for such privilege and the Corporation has the sole responsibility to gain such permission and to pay such fees to the City of Wichita.

IN TESTIMONY WHEREOF, the parties have hereunto signed their names the day and year first above written.

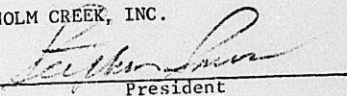
BEL AIRE IMPROVEMENT DISTRICT OF
SEDGWICK COUNTY, KANSAS

By 
President

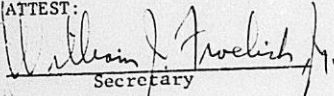
ATTEST:


Secretary

CHISHOLM CREEK, INC.

By 
President

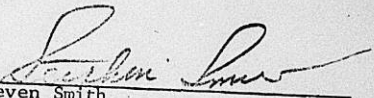
ATTEST:


Secretary

GUARANTEE OF CONTRACT

I, Steven Smith, being a principal stockholder in Chisholm Creek, Inc. do hereby personally guarantee to the Bel Aire Improvement District of Sedgwick County, Kansas, the payment of the sums above set out within one (1) year from the date of this contract.

Dated this 30th day of April, 1973.



Steven Smith

ADDENDUM TO AGREEMENT

WHEREAS, the Bel Aire Improvement District of Sedgwick County, Kansas and Chisholm Creek, Inc., a Kansas corporation, entered into a sewer connection contract on the 30th day of April, 1973, and

WHEREAS, the parties desire to enter into an addendum thereto.

WITNESSETH IT THEN that it is contracted and agreed that any connections above and beyond the first one hundred fifty (150) connections as provided for in such contract shall be paid for by Chisholm Creek, Inc. to the Improvement District at the same rate per connection as set out in the above described contract.

IN TESTIMONY WHEREOF, the parties have hereunto subscribed their names this 30th day of April, 1973.

BEL AIRE IMPROVEMENT DISTRICT OF
SEDGWICK COUNTY, KANSAS

By [Signature]
President

ATTEST:

[Signature]
Secretary

CHISHOLM CREEK, INC., a Kansas
Corporation

By [Signature]
President

ATTEST:

[Signature]
Secretary

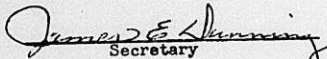
ADDENDUM NO. 2 TO AGREEMENT

As requested by Chisholm Creek, Inc. through it's engineer, the District is agreeable to the Corporation making its one and only connection to the District main sewer at a new manhole to be constructed by the Corporation as approved by the District and the City of Wichita. This statement supercedes the requirement in the contract that the connection must be made at an existing manhole.

BEL AIRE IMPROVEMENT DISTRICT
SEDGWICK COUNTY, KANSAS

By  President

Attest:


Secretary

IRREVOCABLE LETTER OF CREDIT

Kansas State Bank and Trust Company
(Name of bank)

Date: June 1, 1973

THE CITY OF WICHITA
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 37,200.00 for the account of Chisholm Creek, Inc.

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before June 1, 1975
(Insert date two years from MAPC approval of plat)

1. Extension of water lines to serve the plat.
- 2.
- 3.

in Chisholm Creek Addition, a subdivision of the City of Wichita, Kansas.

Acting through the City Engineer, you will notify us when either:

1. The improvements have been timely completed and the credit may be released, or
2. The purchaser has failed to perform or is in default hereunder.

All drafts drawn hereunder must be marked: "Drawn under Kansas State Bank & Trust Co, Credit No. 060173, dated 6/1/73.
(Name of bank)

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentment of any such draft shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before June 1, 1975.

Very truly yours,

(CORPORATE SEAL)

Kansas State Bank and Trust Company
(Name of bank)

By: [Signature]
(Authorized signature)

INVENTORY & EVALUATION

* {
INDIVIDUAL
GROUP
UNIT OF GOVERNMENT

4100 Maple Street
Wichita, Kansas 67209

REQUESTED BY Wichita-Sedg. Co. LOCATION 25.6 ac. in
Metropolitan Planning Dept. W $\frac{1}{4}$ SW $\frac{1}{4}$ 30-26-2E
ASSISTED BY Guy Moorefield DATE 11/29/72

SITUATION: Subdivision plat. Soils are moderate to heavy clay. An
unharvested crop of grain sorghums is now standing. Field slopes
gently to east and south. Exposure of the soil surface to wind
and water without a protective cover will cause erosion and sediment
deposition in low areas and streams. The situation is not serious
and can be solved rather simply.

SUGGESTED SOLUTION(S): Leave the sorghum stubble standing until spring.
In February, March or April, drill Kentucky 31 Fescue directly
into the stubble at 2 pounds per 1,000 square feet or 85 pounds
per acre. Apply 100 pounds of 33% nitrogen with the seed. During
construction, expose the minimum area of surface to erosive
elements. Surface streets, roads and drives immediately. All
drainage ways should be seeded to Fescue as soon as possible.

* Circle appropriate category.

IRREVOCABLE LETTER OF CREDIT

Kansas State Bank and Trust Company
(Name of bank)

Date: June 1, 1973

THE CITY OF WICHITA
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 37,200.00 for the account of Chisholm Creek, Inc.

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before June 1, 1975
(Insert date two years from MAPC approval of plat)

1. Southwest Quarter, Sect. 30, Township 26 So., Range 2 East, Sedg. Cty, Ks
- 2.
- 3.

in Chisholm Creek Addition, a subdivision of the City of Wichita, Kansas.

Acting through the City Engineer, you will notify us when either:

1. The improvements have been timely completed and the credit may be released, or
2. The purchaser has failed to perform or is in default hereunder.

All drafts drawn hereunder must be marked: "Drawn under Kansas
State Bank & Trust Co, Credit No. 060173, dated 6/1/73
(Name of bank)

The amount of any draft drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentment of any such draft shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before June 1, 1975.

Very truly yours,

Kansas State Bank and Trust Company
(Name of bank)

By: [Signature]
(Authorized signature)
D. Jim Wiley, Sr. Vice President

(CORPORATE SEAL)

July 13, 1973

Mr. John J. Hall
260 North Rock Road
Wichita, Kansas 67206

Re: S/D 72-97 - Final Plat of
CHISHOLM CREEK ADDITION

Dear Mr. Hall:

At the regular meeting of the Metropolitan Area Planning Commission on July 12, 1973, 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 July 6, 1973.

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.
2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.

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

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:ber

cc: Jim Schaefer, Attorney, Brown Building 67202
L. S. Smith, 7006 East Kellogg 67207
Dean Sellers, Assistant City Engineer

July 6, 1973

John J. Hall
260 North Rock Road
Wichita, Kansas 67206

Subject: S/D 72-97 - Final Plat of
CHISHOLM CREEK ADDITION

Dear Mr. Hall:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, July 5, 1973, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. The plat shall be redesigned as a two lot plat.
- B. The small interior lots indicated on the original approved final plat shall be redesignated as building tracts instead of lots and the appropriate wording shall be added to the written text on the plat reflecting this change.

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, July 12, 1973, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Enclosure

cc: Jim Schaefer, Attorney, Brown Building, 67202
L. S. Smith, 7006 East Kellogg, 67207
Dean Sellers, City Engineering



ON SAFETY
PHASE II

THE CITY OF WICHITA

OFFICE OF Ass't. Supt. of Public
Works Maint.

DATE May 31, 1973

TO Jack Galbraith, Chief Planner - MAPD
FROM M. S. Mitchell

SUBJECT - Chisholm Creek Addn.
SD 72-97

Please be advised that Mr. John Hall has submitted a plan and sections of a dike in drainage structures to serve subject plat. Combination of building pad elevations, dike and gated drainage structures are approved as shown on the plans.

If further information or discussion is desired, please advise.

M. S. Mitchell,
Ass't. Superintendent of
Public Works Maintenance

MSM/glm

cc: G. H. Wilton
John Hall
John Riddel, Central Insp.
Chisholm Creek Addn. Plat File



HOLMES, DARRAH & MELLOR
ATTORNEYS AT LAW

800 BROWN BUILDING

WICHITA, KANSAS 67202

TELEPHONE (316) 262-4403

WILBUR H. JONES
COUNSEL

R. L. HOLMES (1880-1928)
W. E. HOLMES (1887-1928)

RICHARD W. HOLMES
JOHN JAY DARRAH

PHILLIP MELLOR
JAMES R. SCHAEFER
GEORGE R. COMPTON
TYRUS G. KAUFMAN

April 25, 1973

Metropolitan Area Planning Commission
City Building Annex
Wichita, Kansas

Gentlemen:

This is to certify that we have examined title to the following described real estate, to-wit:

From the Southwest corner of Section 30, Township 26 South, Range 2 East of the Sixth P.M., Sedgwick County, Kansas, East along the South line of said Section 30, a distance of 75.00 feet; thence N 0° 17' 20" W, said line being parallel to the West line of said Section 30, a distance of 75.00 feet to the POINT OF BEGINNING; thence continuing N 0° 17' 20" W a distance of 175.00 feet; thence N 8° 49' 11" W a distance of 101.12 feet; thence N 0° 17' 20" W a distance of 1323.64 feet; thence N 62° 16' E a distance of 52.39 feet; thence S 79° 26' E a distance of 448.64 feet; thence S 15° 18' 45" E a distance of 1618.24 feet; thence S 89° 41' 15" W a distance of 616.57 feet; thence N 76° 16' 35" W a distance of 103.08 feet; thence S 89° 41' 15" W a distance of 175.00 feet to the POINT OF BEGINNING, said tract containing 25.30 acres more or less.

From such examination, it is our opinion that title to said real estate is vested in:

CHISHOLM CREEK, INC.,

subject to the following comments and requirements:

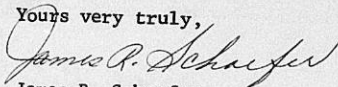
HOLMES, DARRAH AND MELLOR

Page II
Metropolitan Area Planning
April 25, 1973

1. The property is subject to a mortgage to Wichita State Bank in the sum of \$315,000.00, dated October 24, 1972, and filed for record on December 21, 1972, in Book 42, Page 1181 of the office of the Register of Deeds of Sedgwick County, Kansas.

2. Taxes for the year 1972 and prior years are paid.

Yours very truly,



James R. Schaefer
of HOLMES, DARRAH AND MELLOR

JRS/lj1

NOTICE OF COVENANT

Chisholm Creek, Inc., is the owner of the following described real estate which has been platted as Chisholm Creek Addition to Sedgwick County, Kansas, to-wit:

From the Southwest Corner of Section 30, Township 26 South, Range 2 East of the Sixth P.M., Sedgwick County, Kansas, East along the South line of said Section 30, a distance of 75.00 feet; thence N 0° 17' 20" W, said line being parallel to the West line of said Section 30, a distance of 75.00 feet to the POINT OF BEGINNING; thence continuing N 0° 17' 20" W a distance of 175.00 feet; thence N 8° 49' 11" W a distance of 101.12 feet; thence N 0° 17' 20" W a distance of 1323.64 feet; thence N 62° 16' E a distance of 52.39 feet; thence S 79° 26' E a distance of 448.64 feet; thence S 15° 18' 45" E a distance of 1618.24 feet; thence S 89° 41' 15" W a distance of 616.57 feet; thence N 76° 16' 35" W a distance of 103.08 feet; thence S 89° 41' 15" W a distance of 175.00 feet to the POINT OF BEGINNING, said tract containing 25.30 acres more or less.

This document, to be recorded in the office of the Register of Deeds of Sedgwick County, Kansas, is to impart notice to all subsequent owners of residential units in said Addition of the following facts and covenant with the City of Wichita, Kansas.

1. Chisholm Creek, Inc. has filed an Application with the City of Wichita, and has received a permit to temporarily connect to the sewerage system of said City and to discharge sewerage from the homes in the Addition into the City system.
2. That such permit is of a temporary nature only and that at such time as the City of Wichita constructs an additional main or interceptor sewer to serve Chisholm Creek Addition and other adjacent areas, the owners of residential units in Chisholm Creek Addition will be included in a Benefit District created under Kansas law, and said owners will be assessed their proportionate share of

the cost of construction of a permanent sewer. Included in the cost of construction of said permanent sewer will be charges arising out of the disconnecting of the temporary sewer connection, the reconnecting to the permanent main or interceptor, and the dismantling and reconstruction of the existing pump station being utilized as a part of the existing temporary connection.

3. Further, said Application and permit provides that residential unit owners in the Addition may be required to pay sewer service charges to the City of Wichita as provided in Title 16.16 of the Code of the City of Wichita.

Dated the ____ day of _____, 1973.

CHISHOLM CREEK, INC.

By: _____
President

ATTEST:

Secretary

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, that on this ____ day of _____, 1973, before me the undersigned, a Notary Public in and for the County and State aforesaid, came _____ who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year above written.

Notary Public

My Commission Expires:

APPROVED AS TO FORM
Eugene L. Pirtle
EUGENE L. PIRTLE
Assistant City Attorney
4-25-73 Date

CITY OF WICHITA, KANSAS

APPLICATION AND PERMIT
FOR SEWERAGE SERVICE FOR PROPERTY
LOCATED OUTSIDE THE CORPORATE LIMITS OF THE CITY OF WICHITA

Application is hereby made to the City of Wichita for sewerage service to serve the following described property:

Chisholm Creek Addition to Sedgwick County, Kansas, located
in the Southwest Quarter (SW/4) of Section 30, Township
26 South, Range 2 East of the Sixth P.M., Sedgwick County,
Kansas.

Owner: Chisholm Creek, Inc.

The primary use of the above-described property is of the type or types indicated below:

- Residential property (buildings used as dwellings only)
Number of families living in above residential property ()
- Commercial property (non-residential buildings used for other than the manufacturing of salable products)
- Industrial property (buildings used for the manufacture and processing of salable products)
- Other property (explain): _____

The undersigned covenants and agrees as follows:

1. To connect to the sewer system of the City at a point or points designated by the City in accordance with plans and specifications approved by the City Engineer and the current sewer ordinances of the City and subject to inspection by the City Engineer.
2. To discharge into the City sanitary sewer system only ordinary sanitary wastes and not to discharge any chemicals, radio-active materials, corrosive or abrasive matter, mineral oil or any of its derivatives, by-products or wastes from the manufacture of salable products, air-conditioning water, water from roofs and downspouts, or any other or different type of sewage than that being discharged at the time of this application without the written consent of the City.
3. It is further stipulated and agreed that all sewer lines on said land and all connections to the sanitary sewer system of the City shall be maintained in good repair throughout the life of this permit and that the City will not be responsible for maintaining said private sewer facilities serving the above-described property - but should the services of the City be desired and the City consents to perform such services, it is agreed that the applicant will pay for all materials and the City shall be paid at a rate of Fifteen Dollars (\$15.00) per hour for the time spent performing such services.
4. The undersigned hereby releases, indemnifies, and agrees to hold harmless the said City and any and all its agents and employees from any claim for damages to persons or property of every kind of character arising or claimed to arise by reason of this application and permit.
5. The undersigned agrees not to transfer title to the above premises or any portion thereof without notifying the Clerk of the City of Wichita, and notifying the purchaser of the existence of this application and permit, but failures of purchasers of above-described property or any portion thereof to have actual notice of this application and permit shall not entitle such purchasers to any greater rights than the undersigned shall have hereunder.

6. The undersigned agrees that upon failure to comply with the terms of this permit, sewerage service may be denied to the property above described and said property may be disconnected without notice all in accordance with the ordinances and regulations of the City.

7. The undersigned agrees to annexation of the above-described property by the City of Wichita if and when said property is legally annexable.

Executed at Wichita, Kansas, this 25th day of April, 19 73.

THE UNDERSIGNED: (Fill in lines applicable)

(If an individual, application must be signed by husband and wife, if there be such.)

(Co-partners - must be signed by at least one partner.)

CHISHOLM CREEK, INC.

By: _____ (Corporation - must be signed by an executive officer.)
President

APPROVED BY _____ Director of Planning
_____ Director of Public Works
_____ Director of Water and
Water Pollution Control

In consideration of the above and foregoing application, and pursuant to the terms of such application and by virtue of the authority granted by ordinances of the City of Wichita, Kansas, the applicant is hereby granted a revocable permit to discharge sewage into the sanitary sewer system of the City of Wichita for a period not to exceed five (5) years commencing _____, 19____, and the fee shall be as set forth in Title 16.16 of the Code of the City of Wichita.

EXECUTED at Wichita, Kansas, this _____ day of _____, 19____, by authority of the Board of Commissioners of the City of Wichita.

CITY OF WICHITA, KANSAS

By: _____
City Manager

EASEMENT

Chisholm Creek, Inc., being the owner of the hereinafter described real estate, hereby grants a Public Utility Easement, for the installation and maintenance of public utilities, over, through and under the following described real estate, to-wit:

An easement 10' in width adjacent to the East and North of a line commencing 50' North of and 966.57' East of the Southwest Corner of Section 30, Township 26 South, Range 2 East of the Sixth P.M., Sedgwick County, Kansas (said POINT OF BEGINNING being the Southeast Corner of Chisholm Creek Addition to Sedgwick County, Kansas); thence North 15° 18' 45" W a distance of 1618.24'; thence North 79° 26' W a distance of 488.64 feet.

said easement shall be adjacent to the East and North property lines of Chisholm Creek Addition to Sedgwick County, Kansas, as shown by the recorded plat thereof.

CHISHOLM CREEK, INC.

By: _____
President

ATTEST:

Secretary

(SEAL)

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this ____ day of _____, 1973, before me the undersigned, a Notary Public in and for the County and State aforesaid, came _____ who is

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed my Official Seal the day and year above written.

Notary Public

My Commission Expires:

ARTICLES OF INCORPORATION

We, the undersigned, Incorporators, hereby associate ourselves together to form and establish a corporation NOT for profit under the laws of the State of Kansas.

FIRST: The name of the corporation is CHISHOLM CREEK HOMEOWNERS ASSOCIATION.

SECOND: The location of its registered office in Kansas is 6700 East 37th Street, Wichita, Sedgwick County, Kansas, 67226, and a Resident Agent in charge thereof at such address is Stephen Smith.

THIRD: The corporation is organized NOT for profit and the nature of its business and purposes to be conducted or promoted is to provide an entity for the operation of Chisholm Creek Condominiums located upon the following described real estate:

From the Southwest corner of Section 30, Township 26 South, Range 2 East of the Sixth P.M., Sedgwick County, Kansas, East along the South line of said Section 30, a distance of 75.00 feet; thence N 0° 17' 20" W, said line being parallel to the West line of said Section 30, a distance of 75.00 feet to the POINT OF BEGINNING; thence continuing N 0° 17' 20" W a distance of 175.00 feet; thence N 8° 49' 11" W a distance of 101.12 feet; thence N 0° 17' 20" W a distance of 1323.64 feet; thence N 62° 16' E a distance of 52.39 feet; thence S 79° 26' E a distance of 448.64 feet; thence S 15° 18' 45" E a distance of 1618.24 feet; thence S 89° 41' 15" W a distance of 616.57 feet; thence N 76° 16' 35" W a distance of 103.08 feet; thence S 89° 41' 15" W a distance of 175.00 feet to the POINT OF BEGINNING, said tract containing 25.30 acres more or less.

There shall be no distribution of income to the members, directors or officers of the corporation, however, this shall not preclude the payment of salaries and compensation to the officers, directors and employees of the corporation, even though they may be members thereof.

FOURTH: The corporation shall not have authority to issue capital stock.

FIFTH: The first Board of Directors, appointed herein, shall have authority to adopt By-Laws for the government of the corporation, and thereafter, such By-Laws may be altered, amended or repealed as provided in the By-Laws.

The affairs of the corporation will be managed by a Board consisting of the number of Directors as shall be determined by the By-Laws, but not less than two (2) Directors, and in the absence of such determination such consist of two (2) Directors. The first election of Directors shall not be held until all of the apartments of the condominium have been sold by the developer of the condominium, or until after _____, 19__ , or until such developer elects to terminate its control of the condominium, whichever shall first occur. The Directors hereinafter named shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Director.

All Directors of the corporation must be members of the Homeowners Association hereby established.

SIXTH: The corporation shall have all of the common law and statutory powers of a corporation NOT for profit which are not in conflict with the terms of these Articles.

The corporation shall have all of the powers and duties set forth in the Apartment Ownership Act (Chapter 58, Article 31, Kansas Statutes Annotated), and all of the powers and duties reasonably necessary to operate the condominium as set forth in the Declaration and as it may be amended from time to time, including but not limited to the following:

- a) To make and collect assessments against members to defray the costs, expenses and losses of the condominium.
- b) To use the proceeds of assessments in the exercise of its powers and duties.

- c) To maintain, repair, replace and operate the common areas and facilities of the condominium.
- d) To purchase insurance upon the condominium property and insurance for the protection of the corporation and its members.
- e) To reconstruct improvements after casualty loss and to further improve the property.
- f) To make and amend reasonable regulations respecting the use of the property in the condominium; provided however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the corporation before such shall become effective.
- g) To enforce by legal means the provisions of the Apartment Ownership Act, the Declaration, these Articles and the By-Laws of the association, and the regulation for the use of the condominium property.
- h) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the association except such as are specifically required by the Declaration to have approval of the Board of Directors or the membership of the association.
- i) To contract for the management or operation of portions of the common areas and facilities.
- j) To employ personnel to perform the services required for proper operation of the condominium.
- k) All funds and the titles of all properties acquired by the corporation and the proceeds thereof shall be held in trust for the members in accordance with the provisions of these Articles, the Declaration and the By-Laws.
- l) The powers of the corporation shall be subject to and shall be exercised in accordance with the provisions

of the Declaration and the By-Laws.

SEVENTH: The members of the corporation shall consist of all of the record owners of apartments in the condominium.

Change of membership in the corporation shall be established by the recording in the office of the Register of Deeds of Sedgwick County, Kansas, of a deed or other instrument establishing a record title to an apartment in the condominium and the delivery to the President of the corporation of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the corporation. The membership of the prior owner shall be thereby terminated.

The share of a member in the funds and assets of the corporation cannot be assigned, hypothecated, or transferred in any manner except as an appurtenant to his apartment.

The members of the corporation shall be entitled to the number of votes assigned for each apartment owned by a member. The exact number of votes to be cast by owners of apartments and the manner of exercising voting rights shall be determined by the Declaration and By-Laws of the association.

EIGHTH: The names and mailing addresses of each of the Incorporators are as follows:

Stephen Smith, 7006 East Kellogg, Wichita, Kansas
William J. Froelich, Jr., 308 Tara Lane, Wichita, Kansas

NINTH: The name and mailing address of each person, who is to serve as a Director until the first election of Directors by the members, and until a successor is elected and qualified, are as follows:

Stephen Smith, 7006 East Kellogg, Wichita, Kansas
William J. Froelich, Jr., 308 Tara Lane, Wichita, Kansas

TENTH: The term for which this corporation is to exist is

in perpetuity.

IN TESTIMONY WHEREOF, we have hereunto subscribed our names this ____ day of April, 1973.

Stephen Smith

William J. Froelich, Jr.

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

Personally appeared before me, a Notary Public in and for Sedgwick County, Kansas, the above-named Stephen Smith and William J. Froelich, Jr. who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged their execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ____ day of April, 1973.

Notary Public

My Commission Expires:

B Y - L A W S
OF
CHISHOLM CREEK HOMEOWNERS ASSOCIATION

ARTICLE I.

Government

Section 1. The government of the corporation shall be vested in a Board of Directors consisting of ten (10) Directors. Directors' fees shall be determined by a majority vote of the members of the corporation.

Section 2. Election of Directors shall be conducted at the annual members' meeting. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each Director then serving. Additional nominations for Directorships and Directors may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 3. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.

Section 4. Any Director may be removed by concurrence of two-thirds of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the corporation at the same meeting.

Section 5. Notwithstanding the provisions of Section 1 of this Article I, until the developer has completed and sold all of the apartments of the condominium, or until _____, 19____, or until the developer elects to terminate its control of the condominium, whichever first occurs, the first Directors of the corporation shall serve, and in the event of vacancies the remain-

ing Directors shall fill the vacancies, and if there are no remaining Directors the vacancies shall be filled by the developer.

Section 6. The term of each Director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner herein provided.

ARTICLE II.

Offices and Resident Agent

Section 1. The principal offices of the corporation shall be in the City of Wichita, Sedgwick County, Kansas, and the registered office is 6700 East 37th Street, Wichita, Kansas, 67226. The name of the Resident Agent in charge thereof from and after the effective date of these By-Laws shall be Steven Smith.

ARTICLE III.

Corporate Seal

Section 1. The corporate seal of the corporation is shown by the following impression which has been made with said seal:

ARTICLE IV.

Conveyances

Section 1. Any and all instruments of conveyance, deeds, assignments, mortgages, pledges, releases, trust indentures, or other instruments of conveyance, transfer, mortgage or pledge shall be deemed to be valid and sufficient when the same are signed and executed in the name of the corporation (and acknowledged where required) by the President or Vice-President, and when the same are attested by the Secretary of the corporation under the corporate seal.

ARTICLE V.

MEMBERS MEETINGS

Section 1. The annual members' meetings shall be held at the office of the corporation at 7:30 o'clock p.m., central time, on the first Monday in May of each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members. If that date is a legal holiday, the meeting shall be held at the same hour on the next day.

Section 2. Special members' meeting may be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

Section 3. Notice of all members' meeting, stating the time and place and the objects for which the meeting is called, shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the corporation and shall be mailed not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

Section 4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the new date shall be given as described in Section 3 of this Article.

Section 5. In any meeting of members the owners of apartments shall be entitled to cast the number of votes indicated in the following schedule, unless the decision to be made is required to be by the owners of a stated percentage of the common area and facilities:

<u>Apartment Designation</u>	<u>Number Of Votes For Each Of Such Apartments</u>
A - 1	1
A - 2	1½
B	2
D - 1	2½
D - 2	3

If an apartment is owned by one person his right to vote shall be established by the record title to his apartment. If an apartment is owned by more than one person, or is under lease, the person entitled to cast a vote for the apartment shall be designated by a Certificate signed by all of the record owners of the apartment and filed with the Secretary of the corporation. If an apartment is owned by a corporation, the person entitled to cast a vote for the apartment shall be designated by a Certificate of appointment signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the corporation. Such Certificate shall be valid until revoked, or until superseded by a subsequent Certificate, or until a change in the ownership of the apartment concerned. A Certificate designating a person entitled to cast a vote of an apartment may be revoked by any owner thereof.

Section 6. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

ARTICLE VI.

Directors Meetings

Section 1. The organization meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the

meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

Section 2. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail or telephone at least three (3) days prior to the day named for such meeting.

Section 3. Special meetings of the Directors may be called by The President and must be called by the Secretary at the written request of one-third of the Directors. Notice of the meeting shall be given personally or by mail or telephone at least three (3) days prior to the day named for such meeting, which notice shall state the time, place, and purpose of the meeting.

Section 4. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

Section 5. A quorum at Directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws. If at any meeting of the Board of Directors less any quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

Section 6. All of the powers and duties of the corporation existing under the Declaration of Condominium, the Articles of Incorporation of Chisholm Creek Homeowners Association, these By-Laws or the Kansas Apartment Ownership Act shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by apartment owners when such is specifically required. Compensation of employees of the corporation shall be fixed by the Directors. A Director may be an employee of the corporation, and a contract for management of the condominium may be entered into with a Director.

ARTICLE VII.

Officers

Section 1. The officers of the corporation shall be chosen by the Board of Directors, and shall be a President, Vice President, Secretary and Treasurer. The President and Vice President shall be chosen from among the Directors. All officers shall be elected annually by the Board of Directors and they may be removed by vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the corporation. Compensation of officers shall be fixed by the Board of Directors.

Section 2. The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and Directors; he shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He shall further have power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the corporation. He shall execute contracts, bonds, mortgages, deeds and other instruments requiring the signature of the corporation, and when the corporate seal is required, shall cause the same to be affixed to any instrument requiring it, and when so affixed, it shall be attested by the signature of the Secretary.

Section 3. The Vice President shall, in the absence of or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors may prescribe.

Section 4. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members, and record all votes and the minutes of all proceedings in a book to be kept for that purpose. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President. He shall have custody of the seal of the corporation and affix the same to instruments requiring the seal when duly signed.

Section 5. The Treasurer shall have custody of all the funds of the corporation, including securities and evidences of indebtedness. He shall keep the books of the corporation in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer. He shall give bond indemnifying the corporation against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, or other act of fraud or dishonesty, if required by the Board of Directors, in such sum and with such sureties as the Board of Directors may determine.

Section 6. In the event of vacancies occurring as to any officer, one or more, by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the Board of Directors, by a majority vote, may choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

ARTICLE VIII.

Accounting

Section 1. The funds and expenditures of the corporation shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

- a) "Current Expenses," which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements, or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.
- b) "Reserved for Deferred Maintenance," which shall include the funds for maintenance items which occur less frequently than annually.
- c) "Reserve for Replacement," which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

d) "Additional Improvements," which shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common area.

Section 2. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray common expenses and to provide funds for the accounts listed above in these By-Laws. The budget shall take into account the following items:

- a) "Current Expense," the amount for which shall not exceed 105% of the budget for this account for the prior year.
- b) "Reserve for Deferred Maintenance," the amount for which shall not exceed 105% of the budget for this account for the prior year.
- c) "Reserve for Replacement," the amount for which shall not exceed 105% of the budget for this account for the prior year.
- d) "Additional Improvements," the amount for which shall not exceed \$10,000.00, provided, however, that in the expenditure of this fund no sum in excess of \$1,000.00 shall be expended for a single item or purpose without approval of the members of the corporation.
- e) "Operations," the amount of which may be to provide a working fund or to meet losses.

The amount for each budgeted item may be increased over the foregoing limitations when approved by apartment owners entitled to cast not less than 75% of the votes of the entire membership of the corporation. Until the developer has completed and sold all of the apartments of the condominium, or until _____, 19____, or until the developer elects to terminate its control of the condominium, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

ARTICLE IX.

Assessments

Section 1. Assessments against the apartment owners for their shares of the items of the budget shall be made on or before December 20 preceding the year for which the assessments are made. Such assessment shall be due in two equal payments on the 1st day of January and July of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors if the items of the amended budget do not exceed the limitations thereon for that year. Any item which does exceed such limitations shall be subject to the approval of the membership of the corporation as provided in Article VIII of these By-Laws. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment.

Section 2. If an apartment owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the apartment owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the apartment owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

Section 3. Assessment for common expenses of emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need therefor to the apartment owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the apartment owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days notice thereof in such manner as the Board of Directors may require.

Section 4. The depository of the corporation shall be such bank or banks as shall be designated from time to time by the Directors and which the monies of the corporation shall be deposited.

Withdrawal of monies from such accounts shall be only by check signed by such persons as are authorized by the Directors.

Section 5. An audit of the accounts of the corporation shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than April 1 of the year following the year for which the report is made.

ARTICLE X.

Amendments

Section 1. These By-Laws may be amended in the following manner:

a) Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

b) A Resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the corporation. Directors and members not present in person nor by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the mailing. Except as elsewhere provided, such approvals must be by at least 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the association; or by at least 80% of the votes of the entire membership of the association. Until the first election of Directors, all Directors must approve any amendment.

Section 2. No amendment shall discriminate against any apartment owner or against any apartment or class or group of apartments unless the apartment owners so affected shall consent. No amendment shall change any apartment nor the share in a common element appurtenant to it, nor increase the owners' share of the common expenses, nor change the voting rights of members, unless the record owner of the apartment concerned and all record owners of liens thereupon shall join in the execution of the amendment.

Section 3. A copy of each amendment shall be certified by the President and Secretary of the corporation as having been duly adopted and shall be effective when recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

ARTICLE XI.

Miscellaneous

Section 1. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be as follows:

- a) Calling of the roll and certifying of proxies.
- b) Proof of notice of meeting or waiver of notice.
- c) Reading and disposal of any unapproved minutes.
- d) Reports of officers.
- e) Reports of committees.
- f) Election of judges of election.
- g) Election of Directors (if necessary).
- h) Unfinished business.
- i) New business.
- j) Adjournment.

Provided, however, that the order of business may be changed by an affirmative vote of a majority of the members present.

Section 2. The order of business at any meeting of the Board of Directors shall be substantially as follows, so far as is consistent with the purposes of the meeting:

- a) Calling of roll.
- b) Proof of notice of meeting.
- c) Reading and disposal of any unapproved minutes.
- d) Reports of officers and committees.
- e) Election of officers.
- f) Unfinished business.

g) New business.

h) Adjournment.

Section 3. The fiscal year of the corporation shall be the calendar year.

Section 4. Robert's Rules of Order (Latest Edition) shall govern the conduct of the corporation meetings when not in conflict with the Declaration, the Articles of Incorporation or these By-Laws.

The foregoing were adopted as the By-Laws of Chisholm Creek Homeowners Association, a corporation NOT for profit under the laws of the State of Kansas, at a meeting of the Board of Directors held on _____, 1973.

Secretary

APPROVED:

President

Curt

March 12, 1973

Don Habermehl, Executive Assistant
Robert A. Lakin, Director of Planning

S/D 72-97 - Chisholm Creek Addition

I have reviewed the covenant and find it acceptable. The only remaining question that I have on this concerns the method under which the developers intend to install the lateral sewer system and finance the connections to the Bel Aire system. One, if they petition the City of Wichita or construct the facilities with their own money, there is no problem. If they petition to the Bel Aire Sewer District to make such improvements, I would want some agreement from the District or others who are in a position to make such an agreement, that any bonds that they issue on the project will be the type which assesses directly to the tracts of ground benefiting in the form of a special assessment, and not a bond which is payable by general revenues from the Bel Air District itself. I can't imagine that they would do so, but we have found instances in the past where bonds have been issued on a general basis and then when the area is annexed, the City of Wichita under law has to pick up all of the "general obligation bonds" outstanding for the district. Normally, the district obligation bonds are those for sewer plans and main lines, but I have seen them flimflam us before and I want to make sure that nothing even accidentally puts us in an adverse position. I think we ought to have that type of guarantee before we finally release the plat for approval.

RAL:ber

December 15, 1972

Mr. John J. Hall
c/o Robson, Kuhnall & Spangenberg
260 North Rock Road
Wichita, Kansas 67206

Re: S/D 72-97 - Final Plat of
CHISHOLM CREEK ADDITION

Dear Mr. Hall:

At the regular meeting of the Metropolitan Area Planning Commission on December 14, 1972, 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 December 8, 1972.

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.
- Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Commission.
- Certification by an attorney that fee title is vested in the platator.
- Certification that all taxes due and payable for 1972 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

cc: Faith & Robert L. Williams, 780 4th Nat'l Bank Bldg. 67202
L. S. Smith, 7006 East Kellogg 67207
Richard Holmes, Attorney, Brown Building 67202

December 8, 1972

Mr. John J. Hall
c/o Robson, Kuhn & Spangenberg
260 North Rock Road
Wichita, Kansas 67206

Subject: S/D 72-97 - Final Plat
of CHISHOLM CREEK ADDITION

Dear Mr. Hall:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, December 7, 1972, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A block number or letter shall be indicated in the face of the plat.
- The surveyor's and platlor's text shall be amended as follows: "...platted into lots, a block and streets...".
- There are several conditions, corrections and changes which need to be made in the surveyor's and platlor's texts, i.e., access control language, minimum building pad elevation wording, etc. The applicant's surveyor shall contact the Planning Department regarding this matter.
- The street rights-of-way being dedicated by this plat for Woodlawn Boulevard and 37th Street North shall be delineated on the face of the plat by use of a dash line. The Planning Department shall be contacted regarding this matter.
- Any abandonment or relocation of utilities necessitated by this plat shall be at the sole expense of the applicant.
- A Homes Association Agreement shall be submitted to the Planning Department for review and approval. Said agreement shall contain provisions for the installation and continued maintenance of private drives and sidewalks, parking areas, landscaping, etc., within the open space reserve indicated on the plat.

Page 2 - Final Plat of CHISHOLM CREEK ADDITION

December 8, 1972

? *but need verification, i.e. copy of signed agreement or letter*
G. The applicant shall make satisfactory arrangements with the Bel Aire Improvement District and the City Engineer of the City of Wichita for serving subject property with sanitary sewer.

? H. The applicant shall contact the City of Wichita Water Department and make satisfactory arrangements for the extension of City water to serve subject property.

OK
I. At the time that the location for the water lines to serve subject property are to be determined, the applicant shall contact the Wichita Fire Department relative to location and placement of fire hydrants.

OK
J. The applicant shall contact Guy Moorefield of the Soil Conservation Service relative to taking adequate precautions for the prevention of soil erosion from wind and water on subject property.

OK
K. Indicating "complete access control" adjacent to Woodlawn from the center line of the railroad south for a distance of 200 feet.

OK
but agreement has been reviewed - see McKinley in Traffic Eng
L. The applicant granting by separate instrument a 10-foot utility easement to be located within the "floodway" and adjacent to the east line and north line of the plat.

OK
M. The applicant's engineer shall contact M. S. Mitchell of the Flood Control Division of the Department of Public Works relative to making satisfactory arrangements for channel change on the creek to enable the utilization of the adjacent 10-foot utility easement to the north and east. The grading of the easement shall be at such elevation to permit the installation of KG&E transformers out of the flood plain. A letter stating that an agreement has been reached shall be submitted to the Planning Department.

OK
N. Recording of the final plat within 30 days after approval by the Board of City Commissioners.

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, December 14, 1972, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme

Page 3 - Final Plat of CHISHOLM CREEK ADDITION
December 8, 1972

Enclosure

cc: Faith & Robert L. Williams, 780 Fourth National Bank Bldg.
67202
L. S. Smith, 7006 East Kellogg, 67207
Richard Holmes, Attorney, Brown Building, 67202

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 72-97 Name CHISHOLM CREEK ADDITION
Date Application Rec'd. 9-15-72 Preliminary Approval 11-16-72
Scheduled S/D Meeting 12-7-72

DESCRIPTION

General Location At the northeast corner of 37th Street and Woodlawn

Owner Robert L. & Faith D. Williams
Surveyor/Engineer John J. Hall
Address 260 North Rock Road Phone 685-4234

- | | |
|--|--|
| 1. Gross Acreage of Plat <u>25.61</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u> </u> R/W <u> </u> ft. |
| Residential <u>166</u> | b. <u> </u> R/W <u> </u> ft. |
| Commercial <u>1</u> | c. <u> </u> R/W <u> </u> ft. |
| Industrial <u> </u> | d. <u> </u> R/W <u> </u> ft. |
| Other <u> </u> | e. <u> </u> R/W <u> </u> ft. |
| Total Number of Lots <u>167</u> | TOTAL <u> </u> ft. |
| 3. Minimum Lot Frontage <u>16</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>800</u> sq.ft. | streets? <u>yes</u> <u>X</u> no |
| 5. Existing Zoning <u>LC & R-1</u> | |
| 6. Proposed Zoning <u>LC & AA</u> | |
9. Public Water Supply Yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers (Yes-No), Name City of Wichita (via Bel Aire)
11. Health Department Approval (where applicable) Yes (Yes-No)
12. City of Wichita : Three-Mile Area

STAFF COMMENTS:

- A. The associated cases SCZ-0297, "R-1" & "LC" to "AA" & "LC" and CU-143, Conditional Use application to permit construction of condominiums have been approved by the Board of County Commissioners subject to platting.
- B. A Block number or letter shall be indicated in the face of the plat.
- C. The surveyors and plattors text shall be amended as follows "... platted into Lots, a block and streets..."
- D. There are several additions, corrections and changes which need to be made in the surveyors and plattors texts, i.e., access control language, minimum building pad elevation wording, etc. The applicants surveyor shall contact the Planning Department regarding this matter.
- E. The street rights-of-way being dedicated by this plat for Woodlawn Boulevard and 37th Street North shall be delineated on the face of the plat by use of a dash line. The Planning Department shall be contacted regarding this matter.
- F. In the approval of the preliminary plat one of the conditions of that approval was that the applicant grant by separate instrument, a 10 foot utility easement to be located within the "floodway" and adjacent to the east line and north lines of the plat. The Maintenance-Flood Control Office has now advised that said 10 foot utility easement should not be located within the "floodway" as now shown on the final plat.
- G. Any abandonment or relocation of utilities necessitated by this plat shall be at the sole expense of the applicant.
- H. A Homes Association Agreement shall be submitted to the Planning Department for review and approval. Said agreement shall contain provisions for the installation and continued maintenance of private drives and sidewalks, parking areas, landscaping, etc. within the open space reserve indicated on the plat.

(over)

November 20, 1972

John J. Hall
260 North Rock Road
Wichita, Kansas 67206

Subject: S/D 72-97 - Preliminary
Plat of CHISHOLM CREEK ADDITION

Dear Mr. Hall:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, November 16, 1972, the above captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. Approval of the plat is subject to the approval of the associated County cases SCZ-0297, "R-1" & "LC" to "AA" & "LC" and CU-143, Conditional Use application to permit construction of condominiums.
- B. The street names for the north-south section line streets have been incorrectly labeled on the "location map" indicated on the face of the plat.
- C. "Complete access control" except at the points of ingress and egress, shall be indicated adjacent to Woodlawn north of Lot 167 and adjacent to 37th Street North east of Lot 167, on the face of the plat.
- D. The 40 feet of complete access control indicated at the corner of Woodlawn and 37th Street shall be properly labeled on the final plat.
- E. The street name "Woodlawn Avenue" shall be changed to read as "Woodlawn Boulevard" on the final plat.

Page 2 - Preliminary Plat of CHISHOLM
CREEK ADDITION
November 20, 1972

- ck* The existing telephone easement indicated along the north side of 37th Street North shall be relabeled to read "Southwestern Bell Telephone Company easement" on the final plat.
- ck* A 5 foot easement shall be indicated adjacent to the south line of the plat and labeled as "Southwestern Bell Telephone Easement".
- ck* The labeling of the Southwestern Bell Telephone easement along and parallel to the railroad right-of-way indicated on the plat, shall be expanded to refer to said easement being recorded in Misc. Book 398, page 55.
- P. I. The applicant shall prepare and submit to the Planning Department an instrument which grants a 10 foot utility easement adjacent to the north and east line of the plat. Said instrument once approved and properly executed shall be submitted with the final plat to the Board of City Commissioners.
- ck* J. Any abandonment or relocation of utilities necessitated by this plat shall be at the sole expense of the applicant.
- ck* K. A minimum building pad elevation of 180 shall be indicated on Lots 87-98 and, 137 and 138 on the final plat.
- ck* A Homes Association Agreement shall be submitted to the Planning Department for review and approval. Said agreement shall contain provisions for the installation and continued maintenance of private drives and sidewalks, parking areas, landscaping, etc. within the open space reserve indicated on the plat.
- M. The applicant shall make satisfactory arrangements with the Bel Aire Improvement District and the City Engineer of the City of Wichita for serving subject property with sanitary sewer.
- N. The applicant shall contact the City of Wichita Water Department and make satisfactory arrangements for the extension of City water to serve subject property.
- ck* O. At the time that the location for the water lines to serve subject property are to be determined, the applicant shall contact the Wichita Fire Department relative to location and placement of fire hydrants.
- ck* P. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.

Page 3 - Preliminary Plat of CHISHOLM
CREEK ADDITION
November 20, 1972

- Q. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

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

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:rme

Enclosure

cc: L. S. Smith, 7006 East Kellogg, 67207

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 72-97 Name CHISHOLM CREEK ADDITION
Date Application Rec'd. 9-15-72 Preliminary Approval _____
Scheduled S/D Meeting 11-16-72

DESCRIPTION

General Location At the northeast corner of 37th Street and
Woodlawn

Owner Robert L. & Faith D. Williams
Surveyor/Engineer John J. Hall
Address 260 North Rock Road Phone 685-4234

- | | |
|---|--|
| 1. Gross Acreage of Plat <u>25.61</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u> </u> R/W <u> </u> ft. |
| Residential <u>166</u> | b. <u> </u> R/W <u> </u> ft. |
| Commercial <u>1</u> | c. <u> </u> R/W <u> </u> ft. |
| Industrial <u> </u> | d. <u> </u> R/W <u> </u> ft. |
| Other <u> </u> | e. <u> </u> R/W <u> </u> ft. |
| Total Number of Lots <u>167</u> | TOTAL <u> </u> ft. |
| 3. Minimum Lot Frontage <u>16</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>800 sq.</u> ft. | streets? <u> </u> yes <u>X</u> no |
| 5. Existing Zoning <u>LC & R-1</u> | |
| 6. Proposed Zoning <u>LC & AA</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u> </u> (Yes-No), Name <u>City of Wichita (via Bel Aire)</u> | |
| 11. Health Department Approval (where applicable) <u> </u> Yes <u> </u> (Yes-No) | |
| 12. City of Wichita <u> </u> ; <u>Three-Mile Area</u> | |

STAFF COMMENTS:

- A. Approval of the plat is subject to the approval of the associated County cases SCZ-0297, "R-1" & "LC" to "AA" & "LC" and CU-143, Conditional Use application to permit construction of condominiums.
- B. This "revised" preliminary plat has now taken into account most of the concerns regarding open space, circulation, easements, etc., which were expressed at the previous Subdivision Committee hearing of the original preliminary plat.
- C. The street names for the north-south section line streets have been incorrectly labeled on the "location map" indicated on the face of the plat.
- D. "Complete access control" except at the points of ingress and egress, shall be indicated adjacent to Woodlawn north of Lot 167 and adjacent to 37th Street North east of Lot 167, on the face of the plat.
- E. The proposed buildings indicated on Lots 165 and 166 extend into the private telephone line easement indicated along the north side of 37th Street North. The applicant shall contact the utility company involved and obtain a release for that portion of said easement on which said portions of the proposed structures are located. A copy of the release agreement shall be submitted to the Planning Department.
- F. Any abandonment or relocation of utilities necessitated by this plat shall be at the sole expense of the applicant.
- G. It should be noted that the open space reserves indicated on the plat are proposed for utility and firelane easements as well as the usual open space uses.
- H. A Homes Association Agreement shall be submitted to the Planning Department for review and approval. Said agreement shall contain provisions for the installation and continued maintenance of private drives and sidewalks,

November 3, 1972

John J. Hall
260 North Rock Road
Wichita, Kansas 67206

Subject: S/D 72-97 - Preliminary
Plat of CHISHOLM CREEK ADDITION

Dear Mr. Hall:

The above referred to case was considered by the Subdivision Committee of the Metropolitan Area Planning Commission at their regular meeting on November 2, 1972. The action of the Committee was to defer the plat for further study and redesign.

In addition to the "staff comments" which were prepared for the meeting the following additional comments were made at the meeting concerning this case:

A. Access controls should be indicated on the plat as follows:

1) "Complete access control" adjacent to the south 40 feet of the west line of Lot 167 and "complete access control" adjacent to the west 40 feet of the south line of Lot 167.

2) "Access control except for 3 openings" along Woodlawn on Lot 167 except for the south 40 feet thereof and access control except for 1 opening along 37th Street North on Lot 167 except for the west 40 feet thereof.

3) Access control except for points of ingress and egress along the balance of the frontage of subject property on Woodlawn and 37th Street North.

Page 2 - Preliminary Plat of CHISHOLM CREEK
ADDITION
November 3, 1972

- ck* Indicating on the plat an existing private telephone line easement running adjacent and parallel to the north side of 37th Street North. Said easement is recorded in Misc. Book 98, Page 307.
- ck* The plot plan submitted with the preliminary plat will have to be revised so that private drives and circulation isles are not located within the required building setbacks from Woodlawn and 37th Street North. Also lotting arrangement indicated on the preliminary plat needs to be revised so that open space access and circulation is assured between all of the lot groupings.
- ck* Copies of a revised plot plan shall be submitted for the consideration of the associated County zone case and Conditional Use case by the Planning Commission.
- E. It will be necessary that both the Bel Aire Improvement District and the City Engineer of the City of Wichita be contacted relative to procedures for obtaining approval for serving subject property with sanitary sewer. Please contact the Water Department relative to extending City Water.
- F. The applicant shall contact M. S. Mitchell of the Maintenance-Flood Control Office relative to minimum building pad elevations which shall be indicated on the plat.

As we are aware that the platting time factor is of concern to you we will be agreeable to accepting a revised preliminary plat and plot plan after the next closing date for Subdivision Committee meeting items which is Monday, November 6, 1972 for the meeting of November 16, 1972. This is conditioned upon the revised preliminary plat and plot plan being submitted sometime before Wednesday, November 8, 1972 and the plat being considered without staff comments being available before the Subdivision Committee meeting.

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

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme

cc: Jim Schaefer, Attorney, Brown Building, 67202
L. S. Smith, 7006 East Kellogg, 67207

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 72-97 Name CHISHOLM CREEK ADDITION
Date Application Rec'd. 9-15-72 Preliminary Approval _____
Scheduled S/D Meeting 11-2-72

DESCRIPTION

General Location At the northeast corner of 37th Street and Woodlawn

Owner Robert L. & Faith D. Williams

Surveyor/Engineer John J. Hall

Address 260 North Rock Road Phone 685-4234

- | | |
|--|---|
| 1. Gross Acreage of Plat <u>25.61</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u> </u> R/W <u> </u> ft. |
| Residential <u>166</u> | b. <u> </u> R/W <u> </u> ft. |
| Commercial <u>1</u> | c. <u> </u> R/W <u> </u> ft. |
| Industrial <u> </u> | d. <u> </u> R/W <u> </u> ft. |
| Other <u> </u> | e. <u> </u> R/W <u> </u> ft. |
| Total Number of Lots <u>167</u> | TOTAL <u> </u> ft. |
| 3. Minimum Lot Frontage <u>16</u> ft. | 8. Sidewalk adjacent to all streets? <u>yes</u> <u>X</u> no |
| 4. Minimum Lot Area <u>800</u> sq. ft. | |
| 5. Existing Zoning <u>LC & R-1</u> | |
| 6. Proposed Zoning <u>LC & AA</u> | |

9. Public Water Supply Yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers (Yes-No), Name City of Wichita (Via Belaire)
11. Health Department Approval (where applicable) Yes (Yes-No)
12. City of Wichita : Three-Mile Area

STAFF COMMENTS:

- A. Approval of the plat is subject to the approval of the associated County cases SCZ-0297, "R-1" & "LC" to "AA" and CU-143 - Conditional Use to permit condominiums, which are to be considered by the Planning Commission on November 9, 1972.
- B. It is difficult to review the indicated lotting arrangement, need for access controls on 37th Street North and on Woodlawn Avenue, etc. without the applicants development plan available for comparison with the preliminary plat. Therefore the applicant shall be prepared to discuss his development plan and how it relates to the plat, at the Subdivision Committee meeting. A copy of said development plan shall also be furnished to the Planning Department.
- C. Some of the utility easements indicated on the preliminary plat stop at the proposed building setback lines. Said easements shall be delineated so as to extend across the building setbacks to the lot lines.
- D. It should be pointed out that proposed structures cannot be built on those portions of some lots on which utility easements are indicated.
- E. The purpose for which the reserve is being platted shall be defined within the language of the plat text on the final plat.
- F. The applicant shall guarantee the installation of municipal sanitary sewer and water to serve subject property.
- G. The applicant shall submit to the Planning Department, a copy of a Homes Association Agreement which shall contain provisions for the improvement and continued maintenance of the private drives and parking areas, private sidewalks, open space areas, etc.
- H. 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. The applicant should be prepared to discuss with

(over)

Map No.: A-4-C
Section No.: 30
Twp. No.: 26
Range: 2E

S/D No. 72-97

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Chisholm Creek
General Location: N.E. Cor. 37th St. N. and Woodlawn Ave
Wichita, Sedgwick County, Kansas
Name of Property Owner: Robert L. and Faith D. Williams - L. S. Smith (Agent) Phone: 683-4975
Address: #9 Linden Drive 06
Name of Subdivider: L. S. Smith Phone: 684-6925
Address: 7006 E. Kellogg - Apt. H 07
Name of Agent/Surveyor: John J. Hall Phone: 685-4234
Address: 260 N. Rock Rd. 06
Date of Application: October 24, 1972

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 25.61
2. Number of Lots:
 - Residential 166
 - Commercial 1
 - Industrial -
 - Other -Total Number of Lots 167
3. Minimum Lot Frontage 16 ft.
4. Minimum Lot Area 800 Sq. ft.
5. Existing Zoning L.C. and R-1
6. Proposed Zoning AA (Provisional)
7. Lineal Feet of New Streets:
 - a. R/W ft.
 - b. R/W ft.
 - c. R/W ft.
 - d. R/W ft.
 - e. R/W ft.
 - TOTAL N/A ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply Yes (Yes-No), Name City of Wichita
10. Public Sanitary Sewers Yes (Yes-No), Name City of Wichita (via Belairs)
11. Health Department Approval (where applicable) Yes (Yes-No)
12. City of Wichita Three-Mile Area

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

Owner's Signature: L. S. Smith

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

Received by
Date
Fee Submitted

FORM 20-121

PAYMENT NOTICE
City of Wichita

PAY AT TREASURER'S OFFICE - FIRST FLOOR

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

DESCRIPTION	AMOUNT
	8598.00

Name J. J. Smith

Address 2006 E. Kallays

Type AA 407103 Due Date

Comments:

Date 10/20/70 By JHA

October 3, 1972

Robert L. Williams
Faith D. Williams
780 Fourth National Bank Bldg.
Wichita, Kansas 67202

Subject: S/D 72-97 - Sketch Plat
of CHISHOLM CREEK ADDITION, generally
located at the northeast corner of
37th Street North and Woodlawn Blvd.

Dear Mr. and Mrs. Williams:

We have reviewed the above captioned sketch plat. At this time, and based upon what has been submitted is a "Plot Plan" as entitled thereon, we cannot approve the sketch nor authorize the preparation of a preliminary plat. We are aware from earlier discussions with the architect that a portion of subject property is in a state of "floodway", and that the proposed development is for a condominium type of housing with related commercial. It is recommended that a sketch plat be derived including a topographic survey containing ground elevations to reflect the physical features of all the property under consideration, and particularly that of the floodway area. Further, that you arrange to describe the limits of the floodway by meeting with M. S. Mitchell of the Maintenance-Flood Control Office, and reflect the findings directly on the sketch plat drawing. Since the development has been referred to as a condominium, it is cautioned that if individual parcels are to be conveyed and the entire property is not to be held under single or common ownership, then the sketch plat should contain the proposed lot and street patterns in support of the way it is intended to be conveyed. A separate lot is also appropriate for that area intended to be retained for "LC" light commercial zoning and development.

Page 2 - Sketch Plat of CHISHOLM CREEK ADDITION
October 3, 1972

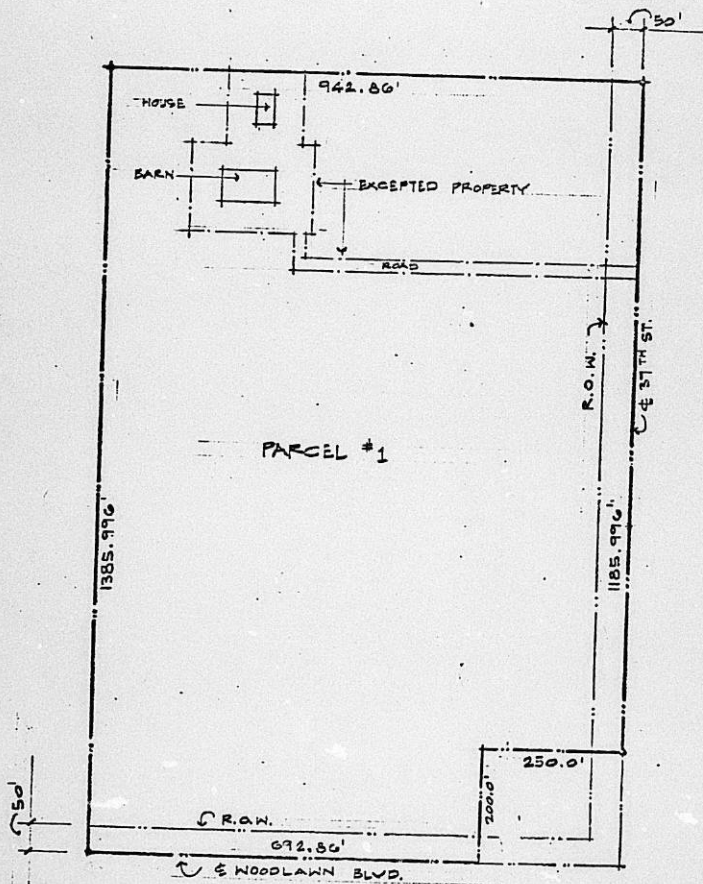
If further questions should arise in developing the sketch plat,
please contact our office.

Sincerely,

Curtis L. Newby
Junior Planner

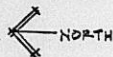
CLN:JDG:rme

cc: L. S. Smith, 7006 East Kellogg, 67207
M. S. Mitchell, Assistant Superintendent, Public Works
Maintenance



FLOT PLAN

1" = 200.0'



SEPT. 12, 1972

Map No.: A-9-C
Section No.: 30
Twp. No.: 26
Range: 2E

S/D No. 72-97

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Chisholm Creek

General Location: Northeast corner of 37th Street and Woodlawn Boulevard, Sedgwick County, Kansas.

Name of Property Owner: I. S. Smith and Robert L. Williams and Faith D. Williams, Husband & wife

Address: 780 Fourth National Bank Building Phone: 263-5205

Name of Subdivider: L. S. Smith

Address: 7006 East Kellogg Phone: 684-6925

Name of Agent/Surveyor: _____ Phone: _____

Address: _____

Date of Application: September 15, 1972

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 29.99
2. Number of Lots:
 - Residential 1
 - Commercial 1
 - Industrial _____
 - Other _____
3. Total Number of Lots 2
4. Minimum Lot Frontage _____ ft.
5. Minimum Lot Area _____ ft.
6. Existing Zoning LC and R1
7. Proposed Zoning LC and AA
7. Lineal Feet of New Streets:
 - a. _____ R/W _____ ft.
 - b. _____ R/W _____ ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL _____ ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply _____ (Yes-No), Name _____
10. Public Sanitary Sewers _____ (Yes-No), Name _____
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 with the Register of Deeds, as well as all costs of publication of initiating resolutions approving any petition for improvements, such as streets, sewer, sidewalks, etc. shall be assumed and paid by the owner when billed. The undersigned further states that he is the owner of the property proposed for platting.

Owner's Signature: [Signature]

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

Received by JHG.
Date 9/15/72
Fee Submitted None