

PLAT NO. S/D 74-89 MAP NO. V-1-B

NAME RANCHOS del RIO SECOND ADDITION

LOCATION On the west side of West St. between 77th and
81st St. North

ENGINEER Reiss & Goodness

OWNER Tom Tomlin

APPLICATION FILED 7-31-74

SKETCH PLAT FILED 7-31-74

PRELIMINARY FILED 10.29.74

S/D ACTION 11-21-74 *Approved*

FINAL FILED 1-6-75

S/D ACTION 1-16-75 *Approved*

MAPC ACTION 1-23-75 *Approved*

B.L.C.C.
~~see~~ ACTION 5-21-75 *Approved*

RECORDED May 29, 1975

REMARKS _____

S/D 74-89 - RANCHOS del RIO SECON
ADD. - On the west side of West
St. bet. 77th & 81st St. North.

ACTION

DATE

S/D COMMITTEE	<i>Public</i>	<i>Approved</i>	<i>11-21-74</i>
	<i>Final</i>	<i>Approved</i>	<i>1-16-75</i>
M.A.P.C.	<i>Approved and</i>	<i>Recommended</i>	<i>1-23-75</i>
RE / B. CO. C.	<i>Approved</i>		<i>5-21-75</i>

FILED
8-A-74

Map No. V-1-B
Sec. No. 35
Twp. No. 25S
Range 1W

Subdivision Report and Progress
S/D No.: 74-89

Name: RANCHOS del RIO SECOND ADDITION

General Location: On the west side of West St. between 77th & 81st St. No.

Owner: Tom Tomlin
Address: R.R.#1, Valley Center ^{1st} Phone: 755-1639
Subdivider: same
Address: _____ Phone: _____
Engineer/Surveyor: Reiss & Goodness
Address: 2160 Douglas ^{1st} Phone: 264-1391

Application Received 7-31-74
Conf. with Applicant same
Sketch Plat Received 7-31-74
Present Zoning R
Proposed Zoning R
Letter of Intent 8-14-74

PREL. PLAT RECEIVED 10-29-74
S/D Comm. Action 11-21-74 App
Dept. Report on Prel. 11-22-74

TRACING PROGRESS:

Received _____
Released _____
Received _____
Released _____

FINAL PLAT RECEIVED 1-6-75
S/D Comm. Action 1-16-75 Approved
Dept. Report on Final 1-17-75
M.A.P.C. ACTION 1-23-75 App.
Dept. Report on Final 1-24-75
Letter on Trns Received N/A
Title/Taxes Rec'd & Reviewed 4/30/75
Final Review 5-14-75
Referral to EdCO. 5-14-75

B.CO.C. ACTION 5-25-75 Approved

Recorded 5/29/75

Comments:

RANCHOS DEL RIO SEC. ADD.

Valley Center Township

USD #252

5/22/75 print for MFC

5/22/75 left message with Tom Tomlin
& pick up plat tracing for recording

REGISTER OF DEEDS

SEDGWICK COUNTY, KANSAS

RANCHO del RIO 2nd ADDITION was
filed for record on May 29, 1975

Robert J. McCall
Register Of Deeds

T9-302 (2)

T9-328

October 11, 1976

George Pierce, County Clerk

Jack H. Galbraith, Chief Planner

Irrevocable letter of credit associated with
S/D 74-89 - Ranchos del Rio Second Addition.

We have been advised by the County Department of Public Works that the construction of roads, ditches, and drainage easements in Ranchos del Rio Second Addition has been satisfactorily completed. An irrevocable letter of credit in the amount of \$38,500.00 was submitted by Tom Tomlin and C. S. Andrew to guarantee that this work would be done on or before May 21, 1977. The letter of credit may be released upon the request of the purchaser or the creditor, Union National Bank. It is our understanding that release of the letter of credit requires no action by the Board of County Commissioners.

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

Jack H. Galbraith
Chief Planner

JHG:LO:rme

cc: Mr. Tom Tomlin, R.R. #1, Valley Center, Ks. 67147
Ms. Emma Lou Wix, Vice President, Union National Bank,
150 N. Main, 67202

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF COUNTY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number **74-89** Name **RANCHOS DEL RIO SECOND ADDITION**
 Application & Sketch Filed: **7-31-74**
 Preliminary Plat Filed: **10-29-74** Approved by S/D: **11-21-74**
 Final Plat Filed: **1-6-75** Approved by S/D: **1-16-75**
 Approved by Metropolitan Area Planning Commission: **1-23-75**

DESCRIPTION

General Location: **West side of West Street between
77th and 81st Streets North**

Surveyor or Engineer: **Reiss and Goodness**
 Owner: **Tom Tomlin**
 Address: **RR. #1, Valley Center, Kansas 67147**

1. Gross Acreage of Plat <u>80</u>	6. Access Control	
2. Number of Lots:	St. <u>West St.</u>	No. Openings <u>2</u>
Residential <u>31</u>	St. _____	No. Openings _____
Commercial _____	St. _____	No. Openings _____
Industrial _____	7. Req'd Improvements	
Other _____	St. Paving <u>X</u>	Water _____
Total Number of Lots: <u>31</u>	Sidewalk _____	Drainage <u>X</u>
3. Minimum Lot Area: <u>2</u> Acres	Sewer _____	Other _____
4. Existing Zoning <u>"R"</u>		
5. Special Problems Discussed _____		

A letter of credit in the amount of \$38,500 has been submitted guaranteeing the improvement of the streets, ditches and drainageways within the drainage easements as requested by the Director of the County Public Works Department

Planning Commission Recommendation:

That this plat be approved subject to:

- A. Submission of a Homes Association agreement which shall contain provisions for the improvement and maintenance of the drainage improvements within the drainage easement indicated on the plat.
- B. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Hopper moved, Gragert seconded and it carried unanimously.
 Gardenhire and Rising absent.

ACTION: Receive and file the irrevocable letter of credit and instruct the County Clerk to file the Homes Association Agreement with the Register of DEeds, and approve the plat as approved by the Metropolitan Area Planning Commission.

IRREVOCABLE LETTER OF CREDIT
UNION NATIONAL BANK OF WICHITA, KANSAS
(Name of bank)

Date: 5/14/75

SEDGWICK COUNTY, KANSAS Irrevocable Letter of Credit #296

Dear Sirs:

#296
We hereby open our irrevocable credit/in your favor available by your drafts at sight on us for a sum not exceeding \$ 38,500.00 for the account of Tom N. Tomlin and C. S. Andrew

(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 Two Years from May 21, 1975 - May 21, 1977
(Insert date two years from MAPC approval of plat)

1. Construction of Roads, ditches, and drainage easements to Sedgwick County specifications
- 2.
- 3.

in Rancho Del Rio Second Addition a subdivision of Sedgwick , Kansas.

Acting through the County 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 Union National Bank
Wichita, Kansas , Credit No. 296 , dated 5/14/75
(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 May 21, 1977

Very truly yours,

Union National Bank, Wichita, Kansas
(Name of bank)

(CORPORATE SEAL)
By: [Signature]
Vice President

By: [Signature]
(Authorized signature) Vice President

DECLARATION OF COVENANTS AND
RESTRICTIONS OF RANCHOS DEL RIO II, INC.

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

ARTICLE I

PROPERTY
DESCRIPTION

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

Ranchos del Rio 2nd Addition, an
addition to Sedgwick County, Kansas.

ARTICLE II

DEFINITIONS

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

ARTICLES OF
INCORPORATION
AND BY-LAWS

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

ASSOCIATION

The Ranchos del Rio II, Inc. Homeowners' Association, a Kansas non-profit corporation, the members of which shall be all of the several owners of the subject property hereinafter described.

RESIDENCE
SITES

A fee simple interest in the lot upon which a residence is or will be constructed and which is conveyed to an owner. The maximum number of residence sites permitted on the subject property shall be thirty-one (31).

OWNER

Any person or persons who own a residence site in fee simple and the successive successors, assigns, heirs, devisees or personal representatives of such person or persons.

NOTICE

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

TRANSFER

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

UTILITY

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

ARTICLE III

INCORPORATION
OR EXISTING
RESTRICTIONS

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

ARTICLE IV

OCCUPANCY
LIMITATIONS

Except upon express consent of the Association given and evidenced in the manner provided for leasing and transfer of ownership in Article V, no residence sites shall be occupied by any person or persons other than the owner and owner's immediate family, his casual guests, and his domestic employees or servants.

OCCUPANCY
CONDUCT

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

An owner shall obey and comply with all public laws, ordinances, rules and regulations and all ground rules now or hereafter promulgated as provided for in this Declaration. No owner shall do or allow to be done any act which causes, or threatens to cause any damage, encroachment, or disrepair to the residence site of any other owner.

ARTICLE V.

LEASING OR
TRANSFER
RIGHTS OF
ASSOCIATION

In the event of a sale or a lease or a sublease of any residence site or any portion thereof, the Association has and shall have the option to purchase, rent, or lease the same on the same terms and conditions as are offered to the owner. Any attempted sale or lease or sublease of any residence site, without prior offer to the Association, shall be wholly null and void and shall confer no title or interest whatsoever to the intended purchaser, tenant or sublessee.

LEASING OR
TRANSFER
NOTICES AND
CONDITIONS

Should an owner wish to sell, lease or rent his interest in any residence site, or any part thereof, he shall, before accepting any offer to sell, purchase, lease or rent any such interest, deliver to the Association written notice of his intent to sell, lease, or rent, which notice shall contain a true copy of any instrument containing the terms of any such offer. The Association shall, within seven (7) days after receiving such notice, either consent to the transaction specified in said notice, or, by written notice delivered to Owner's residence site, indicate the Association's intention to purchase, lease or rent the Owner's interest upon the same terms and conditions specified in Owner's notice to Association. Association shall have fourteen (14) days after the giving of its notice to Owner to perform the duties and obligations and to make the payments provided to be performed and to be made by the prospective buyer, tenant, or sublessee in Owner's notice to Association. Within the same fourteen (14) day period, Owner may without prejudice, withdraw his offer to sell, lease or sublet all or any portion of his residence site. Failure of the Association to indicate by notice to Owner its intention to buy or lease, as may be, Owner's interest in his residence site as set forth in Owner's notice within the seven (7) day period following Owner's notice to Association to perform as provided in said notice within fourteen (14) days after receipt by Owner of Association's notice, shall be deemed a consent by the Association to the transaction specified in Owner's notice. An Owner shall have no right to sell, lease or rent any interest in any residence site or any part thereof except as expressly provided in this Article. The subleasing of any interest in any residence site shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of an Owner under these covenants shall continue, notwithstanding that he may have leased or rented said interest as provided herein.

LEASING OR
TRANSFER
FEES TO BE
PAID

All fees, charges, assessments, interest, penalties, and special assessments levied against the residence site proposed by any Owner to be transferred or leased as provided in this Article shall be fully paid to the Association to the extent that the same has not been waived by the Association before any transfer, lease or sublease shall be effective.

LEASING OR
TRANSFER
EXCEPTIONS

The provisions of this Article shall not apply to (a) the leasing or transfer of ownership by the Owner of any residence site to a member of his immediate family; or (b) if ownership be held

jointly or in common with others, the leasing or transfer of ownership of a residence site by one of such joint or common owners to another joint or common owner; or (c) the leasing or transfer of ownership by the Owner of another residence site in the subject property; or (d) the granting by an Owner to a friend or relative of the limited license, upon the receipt of no consideration by way of rent or otherwise, to use and to occupy a residence site for a term of not longer than four (4) weeks; provided, however, that an Owner shall give the Association two (2) weeks notice in writing of the intended license and of the name and address of the licensee.

LEASING OR
TRANSFER
MORTGAGE
PROTECTION

Should the interest in any residence site become subject to a mortgage or deed of trust given as security, in good faith and for value, the holder thereof, upon becoming the owner of such interest through whatever means, or the buyer at any sale under a power of sale therein contained, shall have the unqualified right to sell, lease or otherwise dispose of said interest and the fee ownership of said residence site, without offer to the Association notwithstanding the provisions of this Article.

LEASING OR
TRANSFER
NON-WAIVER

Regardless of any prior consent theretofore given, no Owner of a residence site nor his executor, administrator or personal representative, nor any trustee or receiver of the property of such Owner nor anyone to whom the interest of such Owner shall pass by law shall be entitled to lease or transfer the ownership of any interest therein of any residence site except upon full compliance with the provisions of this Article.

ARTICLE VI

RESTRICTIVE
COVENANTS

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

All residence plans shall be approved by the Association, and shall contain not less than one thousand three hundred (1,300) square feet of living space for a one-story house, exclusive of porches, patios and garages, and not less than nine hundred (900) square feet for the ground floor of a two-story house, with a minimum of one thousand six hundred (1,600) square feet total, exclusive of patios, porches and garages. All fencing and buildings other than the residence shall be placed upon the residence site only after the design, building materials and plans are approved by the Association.

Dogs shall be confined at all times to the residence site and must be kept on a leash when outside the residence site.

No owner shall be permitted to maintain more than one horse per acre attributable to each residence site, nor shall pigs, sheep or cattle be permitted except for projects approved by the Association.

No automobile, truck, motorcycle, motorbike, boat, housetrailer, boat trailer or trailer or any other vehicle of any type or description may be stored on residence sites except within properly screened areas approved by the Association.

Garage doors shall be kept closed at all times when not necessary for the purpose of ingress, egress or maintenance.

ARTICLE VII

ASSOCIATION

The RANCHOS'DEL RIO II, INC. HOMEOWNERS' ASSOCIATION, of the State of Kansas, shall have the rights and powers as set forth in its Articles of Incorporation and By-Laws, together with its general powers as a non-profit corporation, and it shall perform each and every duty required of it by this Declaration.

Declarant shall manage the Association pursuant to the powers and duties set forth by this Declaration until such time as fifteen (15) units have been sold to individual owners and shall exercise the powers of the Association and duties as set forth in the Charter and By-Laws of the Association. Declarant has the option of turning over the management of the Association to the Association at any earlier time as it sees fit.

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

ASSOCIATION
OPERATIONS AND
EXPENSES

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

The Association may engage a professional management firm and turn over to such firm any duties required by its Charter and By-Laws and this Declaration.

ASSOCIATION
ENFORCEMENT

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

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

ASSOCIATION
TAXES AND
ASSESSMENTS

Each Owner shall be obligated to pay the taxes or assessments assessed by the County Assessor against his own residence site, including such personal property taxes as may be assessed.

ARTICLE VIII

ASSESSMENTS
AND LIENS
GENERAL
ASSESSMENTS

Each Owner shall pay to the Association, the assessments which shall be established by the Association for the operation of the Association and the operation, maintenance, care and improvement of such property. Each residence site within subject property shall be subject to a lien to secure payment of the assessment established against it.

ASSESSMENTS
AND LIENS
BASIS AND
OPERATING FUND

All general assessments shall be made against each Owner on an equal basis. Each new Owner shall pay an original charge of \$75.00 to the Association to be used as an operating fund for the Association.

ASSESSMENT
AND LIENS
SPECIAL
ASSESSMENTS

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

ASSESSMENTS
AND LIENS
COLLECTION
AND
EXPENDITURES

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

ASSESSMENTS
AND LIENS
DELINQUENCY

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

ASSESSMENTS
AND LIENS
NOTICE OF
DELINQUENCY

At any time after general or special charge and assessment against any residence site has become a lien and delinquent, the Association may record a Notice of Delinquency as to such residence site, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees) and penalties which have accrued thereon, a description

of the residence site against which the same has been assessed, and the name of the record or reputed record owner thereof and such notice shall be signed by an officer of the Association.

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

**ASSESSMENTS
AND LIENS
ENFORCEMENT
OF LIENS**

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

**ASSESSMENT
AND LIENS
RESERVATION
OF LIENS**

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

**ASSESSMENTS
AND LIENS
SUBORDINATION
TO MORTGAGES**

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

ARTICLE IX

**EASEMENTS
RESERVATION**

There are hereby specifically reserved for the benefit of the Association, for the Owners in common and for each Owner severally, as their respective interests shall obtain, the easements and rights of way as particularly identified in the plat of Ranchos del Rio 2nd Addition as approved by Wichita-Sedgwick County Metropolitan Area Planning Commission.

**EASEMENTS
RIGHTS OF
ASSOCIATION**

There is reserved to the Association as an easement in gross of which the subject property and all residence sites and individual residences shall be jointly and servient tenement, an easement of entry and of access for the installation and maintenance of utility lines, utility meter boxes, landscaping, and for the performance generally of its rights and duties as provided in this Declaration.

EASEMENTS
DRAINAGE

In the duly recorded plat of Ranchos del Rio 2nd Addition, Sedgwick County, Kansas, certain drainage easements are set forth in accordance with the requirements of the governing authorities. These drainage easements are to be maintained by the Association, and the cost of said maintenance shall be prorated in accordance with ARTICLE VII.

ARTICLE X

WAIVER OF
PARTITION

Each Owner, and the successors of each Owner, whether by deed, gift, devise or operation of law, do by their respective acceptance of the covenants herein contained for their own benefit and for the benefit of other sites, specifically waive and abandon all rights, interests and causes of action for a judicial partition of the tenancy in common of subject property and do further promise and covenant that no action for a judicial partition of the common tenancy interest of the subject property shall be instituted, prosecuted, or reduced to judgment earlier than the limitation contained in this Article. The waiver and abandonment here covenanted shall be operative and in force during the term of these covenants.

ARTICLE XI

MISCELLANEOUS
ACCEPTANCE OF
PROVISIONS
BY GRANTEE

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

MISCELLANEOUS
INTERPRETATIONS
OF RESTRICTIONS

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

MISCELLANEOUS
CONSTRUCTION
AND VALIDITY
OF
RESTRICTIONS

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

tion, lien or charge, or any part thereof, shall be thereby affected or impaired.

MISCELLANEOUS
ASSIGNMENT OF
POWERS

Any and all rights and powers of Declarant provided for in this Declaration and any modification or amendment thereof, may be Delegated, transferred, assigned, conveyed, or released by Declarant to the Association, and the Association shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein.

MISCELLANEOUS
WAIVER AND
EXEMPTIONS

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

MISCELLANEOUS
TITLES:

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

MISCELLANEOUS
SINGULAR AND
PLURAL
MASCULINE AND
FEMININE

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

MISCELLANEOUS
SUCCESSORS
IN INTEREST

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

MISCELLANEOUS
AMENDMENTS:

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

IN WITNESS WHEREOF, Tom N. Tomlin and Donna Tomlin
have caused this Declaration to be executed this 19 day of
May, 1975.

Tom N. Tomlin
TOM N. TOMLIN

Donna Tomlin
DONNA TOMLIN

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss:

BE IT REMEMBERED, that on this 19 day of May, 1975, before me, the undersigned, a notary public in and for said county and state, came Tom N. Tomlin and Donna Tomlin, known to me to be the same persons who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same for the uses and purposes therein set forth, and as their free act and deed.

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



Yvonne Spatz
Notary Public

My commission expires:

July 21, 1978

ACCEPTANCE AND APPROVAL

The RANCHOS DEL RIO II, INC. HOMEOWNERS' ASSOCIATION, a non-profit corporation organized and existing under the laws of the State of Kansas, does hereby accept and consent to all of the terms, provisions and conditions, including all protective restrictions, conditions, covenants, reservations, liens, charges and assessments contained in the foregoing Declaration and by this Acceptance and Consent agrees to act in the capacity and with the powers and authority given it under said Declaration. The acceptance and consent is hereby executed and the undersigned hereby causes its signature seal to be hereunto affixed by its authorized officer, on the 19 day of May, 1975.

THE RANCHOS DEL RIO II, INC.
HOMEOWNERS' ASSOCIATION

By Tom N. Tomlin
President

ATTEST:

Phyllis L. Boy

STATE OF KANSAS)
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on the 19 day of May, 1975, before me, the undersigned, a Notary Public in and for said county and state, appeared TOM N TOMLIN of the RANCHOS DEL RIO II, INC. HOMEOWNERS' ASSOCIATION, a non-

of the State of Kansas, personally known to me to be the same person who executed the foregoing instrument of writing as an officer of said corporation, in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

Yvonne Spatz
Notary Public

My commission expires:
July 21, 1978



THE CITY OF WICHITA

OFFICE OF Ass't. Supt. of Public Works Maintenance DATE May 7, 1975



TO Jack Galbraith, Chief Planner, MAPD

FROM M. S. Mitchell

SUBJECT - Ranchos del Rio 2nd Addn.
SD 74-89

Reference is made to my request for drainage plans showing section and profiles of drainage ways for the side lot and rear lot easements for subject addition. Mr. Kenny Hill of the firm of Reiss & Goodness has supplied the necessary design computations which have been approved by this office and the County Engineer. Arrangements for construction of the drainage ways have been made through the County Engineer. Maintenance of the waterways will be the responsibility of the Home Owners Association until such time as the Department of Public Works takes responsibility for maintenance.

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
G. C. McLure, Sedgwick County Eng.
Kenny Hill, Reiss & Goodness
Ranchos del Rio 2nd Addn. Plat File





SEDGWICK COUNTY COURTHOUSE

COUNTY OF SEDGWICK

HIGHWAY DEPARTMENT

1015 STILLWELL
WICHITA, KANSAS 67213

OFFICE OF
COUNTY ENGINEER

PHONE 268-7201

May 6, 1975

Mr. Robert A. Lakin, Director of Planning
Metropolitan Area Planning Department
City of Wichita
City Annex Building
104 South Main
Wichita, Kansas 67202

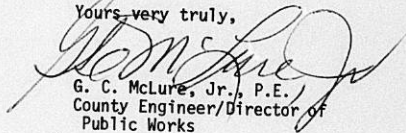
ATTENTION: Mr. Jack Galbraith, Chief Planner

RE: Ranchos Del Rio 2nd Addition

Gentlemen:

Ranchos Del Rio 2nd Addition has been reviewed with the owner and consultant engineer and has been approved subject to bonding for the roadway system within the development. Total amount of bond to be \$38,500.00.

Yours very truly,



G. C. McLure, Jr., P.E.
County Engineer/Director of
Public Works

GCM/lt

5/5/75 - Ranchop De
Rio ~~De~~ Add.

I talked with Mitch
re final requirements on
plat. He gave me list
of improvements to be
guaranteed by developer.
I called Henry Hill
with this info and
he ~~has~~ said some of
the requirements had
been changed.

~~appears~~ we are
still going in circles.
May need to call
meeting of all involved
to resolve.

By _____
Date 4-30-75 Page 2 of 2
Project Rancho del Rios 2nd Addition
Item _____

- ③ West Street - Full street section and ditches responsibility of developer
- ④ Buena Vista, Rio Grande Drive, Palos Verdes Drive responsibility of developer.
- ⑤ Side Lot ditch in Block 2 responsibility of developer (including seeding)
- ⑥ Back lot ditch in Block 3 responsibility of developer (including seeding)
- ⑦ Roadway on 81st, South ditch of 81st east of west street and 2-48" Culverts @ West ~~South~~ Street & south ditch of 81st will be public responsibility
- ⑧ All developer improvements will be secured by bonds in amount of estimated construction costs by contractor based on K. Hill's plans.

Sedgwick County
Highway
Department

By

Date

4-30-75

Page

1

of

2

Project

Rancho del Rio 2nd Addition

Item

Don Yelton, Nancy Graham, Max Greer, MSM

DESIGN

REQUESTED DRAINAGE AREA MAP

Kenny described design of ditch system and need for drainage easements adjacent to street r/w. These easements will shown on revised final plat.

Drainage plans propose to divert _____ Acres (68 cfs - 100 yr Flood) to south side of 77th requiring design of a ditch section on r/w not currently available. DITCH HAS NOT BEEN DESIGNED

On Side Lot drainage system in Block 2 and Back Lot drainage system in Block 3 provides for 100 year storm below banks 4:1 side slopes and 15 foot minimum access way adjacent to top of slope.

IMPROVEMENTS

- ① 77th Street and X-road culverts of 77th Street will be responsibility of developer.
- ② 81st Street - ~~South ditch~~ South ditch will be responsibility of developer

May 5, 1975

Mr. Tom Tomlin
R.R. #1
Valley Center, Kansas 67147

Re: S/D 74-89 - Ranchos Del Rio
Second Addition - covenants.

Dear Mr. Tomlin:

We have reviewed the copy of the covenants and restrictions for the above referred to plat which was submitted to us for comment. There are several provisions in these covenants which we have comments about:

- (A) The covenants refer to control and maintenance of common open areas and recreation areas and we don't find any such areas indicated on the plat.
- (B) If there are to be common open areas, recreational areas, etc., then a provision needs to be added to the covenants which would provide for the County to upon proper notice take over maintenance of these areas should the Homeowners Association fail to do so.
- (C) On page 7 (Easement Reservation) the paragraph refers to the easements on the plat approved by the Metropolitan Area Planning Department. This should be corrected to read: "as approved by the Wichita-Sedgwick County Metropolitan Area Planning Commission".

If you wish to discuss these covenants or our comments, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme

cc: Kenny Hill, Reiss & Goodness Engineers, 2160 E. Douglas, 67214



STINSON, WISDOM & LASSWELL

ATTORNEYS AT LAW
SUITE 430 R. H. GARVEY BUILDING
300 WEST DOUGLAS
WICHITA, KANSAS 67202

DALE B. STINSON, JR.
STAN E. WISDOM
GERALD D. LASSWELL
STEPHEN J. BLAYLOCK
A. RODMAN JOHNSON
T. MICHAEL WILSON

April 25, 1975

AREA CODE 316
264-9137

FOR YOUR INFORMATION

Mr. Tom N. Tomlin
RR #1
Valley Center, Kansas 67147

Re: A tract of property consisting of 83 acres in the SE/4 of Section 35, Township 25 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, more particularly described in this Opinion

TITLE OPINION

Dear Mr. Tomlin:

We have examined the abstract of title from the earliest possible records to the first day of April, 1975, at 7:00 a.m. consisting of 72 entries and Probate Court proceedings No. 13010, shown as Exhibit "A" to said abstract, which abstract of title relates to the following described property, as set forth in Entry No. 72 of said abstract of title, to-wit:

Beginning at the Southeast corner of Section 35, Township 25 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence North on the East line of said Section 35 on an assumed bearing of N 0° 00' E to the Northeast corner of the SE 1/4 of said Section 35; thence S 89° 54'55" W on the North line of the SE 1/4 of said Section 35 for a distance of 1475.00 feet; thence S 0°00' W for a distance of 580.00 feet; thence S 32°24'47" E for a distance of 373.17 feet; thence S 39° 30' E for a distance of 611.00 feet; thence S 50° 30' W for a distance of 326.00 feet; thence S 39° 30' E for a distance of 50.00 feet; thence S 50° 30' W for a distance of 678.98 feet; thence S 0° 00' W for a distance of 598.00 feet to the South line of said Section 35; thence N 89°52' E for a distance of 1630.00 feet to the point of beginning. Containing 83.00 acres, more or less, Sedgwick County, Kansas.

From said abstract examination, we find fee simple title to be vested in Tom Tomlin and Donna Tomlin, husband and wife, subject only to the following:

Mr. Tom N. Tomlin
Page Two

1. Easements and restrictions of record. The following restrictive covenant has been placed upon the aforescribed real property by the grantors in the deed described at Entry No. 72 of the abstract, which covenant limits the development of said real property to that of permanent single-family residences only with a cost per residence of not less than \$25,000.00.

COMMENT: This restriction is capable of being removed by agreement of the owner of the remaining 77 acres in the SE/4 of Section 35, Township 25 S, Range 1 W of the 6th P.M. in Sedgwick County, Kansas. The restriction is consistent with the plat of Rancho del Rio II and the Declaration of Covenants and Restrictions of Rancho del Rio II, Inc. which affects the property described as Rancho del Rio Second Addition, an addition to Sedgwick County, Kansas, being the same as the subject property of this opinion.

2. Taxes. All taxes for the year 1974 and prior years have been paid in full, the same being evidenced by Key No. VC249 in the amount of \$869.12 for 1974.

3. Easements and grants of right-of-way.

(a) With respect to the base abstract of title covering the Southeast Quarter of Section Thirty-five, Township Twenty-five South, Range One West, Sedgwick County, Kansas, there appears at entry number 56 a right-of-way contract dated April 24, 1936, to Continental Pipeline Company covering the Southwest Quarter of the Southeast Quarter, this right-of-way contract filed of record on June 2, 1936, and recorded in Book 127 of Miscellaneous at page 112; however, at entry number 62 of this base abstract appears a release of the grant of right-of-way to Continental Pipeline Company as appears in entry number 56 with the exception of a strip of land forth (40) feet in width, being twenty (20) feet on each side of the center line of a tract described as entering the Southwest Quarter of the Southeast Quarter of Section Thirty-five, Township Twenty-five South, Range One West, Sedgwick County, Kansas, at a point 803.7 feet east of the southwest corner of said Southwest Quarter of the Southeast Quarter and continuing in a northwesterly direction to a point 846.2 feet north of the said southwest corner of said Southwest Quarter of the Southeast Quarter.

- (b) At entry number 63 of the base abstract of title covering the Southeast Quarter of Section Thirty-five, appears a grant of right-of-way to Jayhawk Pipeline Corporation, said grant of right-of-way being dated April 12, 1958, and filed of record on January 19, 1959, and recorded in Book Miscellaneous 435 at page 157. At entry number 64 of this base abstract appears a release of said grant of right-of-way by Jayhawk Pipeline Company except as to a tract fifty (50) feet wide, being twenty-five (25) feet on each side of a line described as beginning at a point on the south line of the Southeast Quarter of Section Thirty-five (35), Township Twenty-five (25) South, Range One West, 168 feet east of the southwest corner of said Southeast Quarter, thence north 32° 58' west a distance of 285 feet to a point; thence north 37° 14' west a distance of eleven (11) feet to a point on the west line of said Southeast Quarter, 245 feet north of the southwest corner of said Southeast Quarter of Section Thirty-five.
- (c) At entry number 59 of the base abstract of title covering the Southeast Quarter of Section Thirty-five (35) reflects Report of Commissioners in Condemnation Action by the City of Wichita for an easement and right-of-way for the purpose of laying a pipeline or pipelines from Harvey County through Sedgwick County, the land so condemned consisting of one-tenth of an acre of permanent right-of-way and two-tenths of an acre for a temporary right-of-way and we do herewith call to your attention this document for specific description of the easement and right-of-way so condemned.
- (d) At entry number 61 of the base abstract of title covering the Southeast Quarter of Section Thirty-five, we call to your attention an order reclassifying certain county roads to be township roads as determined by the County Commissioners of Sedgwick County, Kansas; this being called to your attention for informational purposes only.

REQUIREMENT AND COMMENT: It is suggested and required that the exact location of the easements and grants of right-of-way be determined by an accurate survey to determine if said easements and grants of right-of-way will in anywise interfere with your contemplated use of the property hereinbefore described.

Mr. Tom N. Tomlin
Page Four

4. Parties in possession: You should satisfy yourselves as to the rights of persons or entities in possession.
5. Special assessments. Inasmuch as abstracts of title do not reflect special assessments, you should ascertain whether or not there are any special assessments affecting the properties which are the subject of this examination.
6. Mechanic's or Materialman's liens. The abstract of title does not reflect any unreleased mechanic's liens or materialman's liens but it should be determined whether or not any work has been performed or materials furnished as to captioned property within the past four months which could give rise to a mechanic's or materialman's lien.
7. Questions of survey. Title to the above described property is subject to any statement of facts an accurate survey would disclose.
8. Zoning restrictions or regulations. Title to captioned property is subject to any zoning restrictions or regulations that may be in effect against this property.

This opinion of title is based upon the correctness of the abstracts submitted and the truth of all the affidavits and documents attached thereto and appearing therein.

This opinion of title is given for the benefit of the addressee only.

Very truly yours,

STINSON, WISDOM & LASSWELL

Stan E. Wisdom

Stan E. Wisdom

SEW:co

January 24, 1975

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

Re: S/D 74-89 - Final Plat of
RANCHOS DEL RIO SECOND
ADDITION

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on January 23, 1975, the above-captioned plat was considered. The action of the Commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of January 17, 1975.

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.
3. Certification by an attorney that fee title is vested in the plattor.
4. Certification that all taxes due and payable for 1974 and prior years have been paid.

If you have any questions, please call.

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:ber

cc: Tom Tomlin, R.R. #1, Valley Center, Kansas 67147
Dean Sellers, Assistant City Engineer

January 17, 1975

Reiss & Goodness Engineers
2160 East Douglas
Wichita, Kansas 67214

Re: S/D 74-89 - Final Plat of
RANCHOS DEL RIO SECOND
ADDITION.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, January 16, 1975, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. "Access control except for one opening" shall be labeled adjacent to West Street on Lot 2, Block 3, and Lot 3, Block 2.
- B. The applicant shall contact M. S. Mitchell of the Maintenance-Flood Control Office relative to drainage problems associated with subject property. It will be necessary that the applicant's engineer submit sections and profiles of the side lot drainage swales indicated on the plat. A letter from Mr. Mitchell approving the drainage plans and/or system for subject property shall be submitted to the Planning Department.
- C. The applicant's engineer shall submit appropriate plans and profiles for the street improvements associated with subject plat. A letter obtained from the County Engineer approving said plans shall be submitted to the Planning Department. The applicant shall also submit a satisfactory guarantee for the street improvements.
- D. Both electric and telephone service shall be installed underground.
- E. The applicant's engineer shall submit his closure data for the final plat to the County Engineer.
- F. The additional utility easements as indicated on the engineer's "marked" copy of the final plat, shall be included on the face of the plat tracing.

S/D 74-89
January 17, 1975
Page 2

- G. The directions indicated for the bearings on the east and south lines of the plat appear to be inconsistent with the clockwise direction that the survey was run. Said bearings shall be corrected.
- H. An overall dimension shall be indicated on the east line of the plat.
- I. The County Clerk's name shall be amended to read "George Pierce".
- J. Recording of the plat within 30 days after approval by the Board of County 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, January 23, 1975, 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: Tom Tomlin
R.R. #1
Valley Center, Kansas 67147

Dean Sellers, Assistant City Engineer

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 74-89 Name RANCHOS DEL RIO SECOND ADDITION
Date Application Rec'd. 7-31-74 Preliminary Approval 11-21-74
Scheduled S/D Meeting 1-16-75

DESCRIPTION

General Location On the west side of West Street between 77th and 81st Street North.

Owner Tom Tomlin

Surveyor/Engineer Reiss & Goodness

Address 2160 East Douglas Phone 264-1391

- | | |
|--|---|
| 1. Gross Acreage of Plat <u>80</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>70</u> R/W <u>5,200</u> ft. |
| Residential <u>31</u> | b. <u> </u> R/W <u> </u> ft. |
| Commercial <u> </u> | c. <u> </u> R/W <u> </u> ft. |
| Industrial <u> </u> | d. <u> </u> R/W <u> </u> ft. |
| Other <u> </u> | e. <u> </u> R/W <u> </u> ft. |
| Total Number of Lots <u>31</u> | TOTAL <u>5,200</u> ft. |
| 3. Minimum Lot Frontage <u>200</u> ft. | 8. Sidewalk adjacent to all streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> |
| 4. Minimum Lot Area <u>87,120</u> sq. ft. | |
| 5. Existing Zoning <u>R</u> | |
| 6. Proposed Zoning <u>R</u> | |
| 9. Public Water Supply No (Yes-No), Name <u> </u> | |
| 10. Public Sanitary Sewers No (Yes-No), Name <u> </u> | |
| 11. Health Department Approval (where applicable) <u> </u> (Yes-No) | |
| 12. City of Wichita <u> </u> : Three-Mile Area <u>X</u> | |

STAFF COMMENTS:

- A. "Access control except for one opening" shall be labeled adjacent to West Street on Lot 2, Block 2 and Lot 3, Block 2.
- B. The applicant shall contact M. S. Mitchell of the Maintenance-Flood Control Office relative to drainage problems associated with subject property. It will be necessary that the applicant's engineer submit sections and profiles of the side lot drainage swales indicated on the plat.
- C. The applicant's engineer shall submit appropriate plans and profiles for the street improvements associated with subject plat. A letter obtained from the County Engineer approving said plans shall be submitted to the Planning Department. The applicant shall also submit a satisfactory guarantee for the street improvements.
- D. Both electric and telephone service shall be installed underground.
NOTE: The Subdivision Committee should be prepared to make a formal recommendation regarding this requirement since the applicant intends to appeal this platting requirement to the Governing Body.
- E. The directions indicated for the bearings on the east and south lines of the plat appear to be inconsistent with the clockwise direction that the survey was run. Said bearings shall be corrected.
- F. An overall dimension shall be indicated on the east line of the plat.
- G. The Chairman of the County Commission shall be labeled as Tom Scott with Earl E. Rush designated as a Commissioner.
- H. The County Clerk's name shall be amended to read "George H. Pierce".
- I. Recording of the plat within 30 days after approval by the Board of County Commissioners.

24-12-2

THE WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH
OFFICE OF ENVIRONMENTAL HEALTH

DATE December 12, 1974

TO Curtis Newby, Junior Planner

FROM Steve Innes, Environmental Health Engineer

SJ
SUBJECT Ranchos Del Rio 2nd Addition
Percolation Tests

Results of soil percolation tests were acceptable on this property in an area North of 77th North and West of West Street with a rate of less than 45 minutes.

Individual wells and septic systems are approved for the property with the following conditions:

1. That for two bedroom homes the septic system consist of minimum of a 750 gallon tank and 300 feet of lateral line.
2. That for a three or four bedroom home the system consist of a 1000 gallon tank and 400 feet of lateral minimum.
3. That at such time as public sewers are available, they are utilized.
4. That before each installed individual septic system is covered, the Health Department is notified for inspection.
5. That water wells be constructed in accordance with Article 30 of the State Health Regulations.

gt

cc Ken Hill
Reiss & Goodness Engineers
2160 E. Douglas



November 22, 1974

Reiss & Goodness Engineers
2160 East Douglas
Wichita, Kansas 67214

Re: S/D 74-89 - Preliminary Plat
of RANCHOS DEL RIO SECOND
ADDITION.

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, November 21, 1974, 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. The applicant shall contact M. S. Mitchell of the Maintenance-Flood Control Office relative to drainage problems associated with subject property. It will be necessary that the applicant's engineer submit sections and profiles of the side lot drainage swales indicated on the plat.
- B. The applicant shall be advised that any raising, lowering or relocation of the pipelines crossing subject property necessitated by this plat, shall be at the sole expense of the owner of subject property.
- ~~C.~~ The applicant shall contact the Wichita-Sedgwick County Environmental Health Department relative to obtaining instructions for conducting percolation tests to determine whether the use of individual private water and septic tank systems can be permitted on subject property. A letter shall be obtained from said Department setting forth approval of such systems which shall be submitted to the Planning Department.
- D. The applicant's engineer shall submit appropriate plans and profiles for the street improvements associated with subject plat. A letter obtained from the County Engineer approving said plans shall be submitted to the Planning Department. The applicant shall also submit a satisfactory guarantee for the street improvements.

November 22, 1974

Page 2

- E. The applicant and/or his engineer shall contact Max Christman of the County Zoning Office relative to the appropriate street names which shall be indicated on the final plat.
- F. Both electric and telephone service shall be installed underground.
- G. 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.
- H. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

With regard to condition of approval "F", the Subdivision Committee felt that they must abide by the requirements of the Subdivision Regulations and any request for waiver of this required improvement should be taken before the Board of County Commissioners. If the applicant wants to resolve this matter prior to submitting a final plat, please contact me so we can discuss arrangements to have the matter scheduled for consideration by the County Commission.

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

If you have any other questions concerning the plat, or these comments and conditions, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Enclosure

cc: Tom Tomlin, R.R. #1, Valley Center, Kansas 67147
Jerald R. Jones, 13 Via Roma, Wichita, Kansas
Dean Sellers, Assistant City Engineer

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D No. 74-89 Name RANCHOS DEL RIO SECOND ADDITION
Date Application Rec'd. 7-31-74 Preliminary Approval _____
Scheduled S/D Meeting 11-21-74

DESCRIPTION

General Location On the west side of West Street between 77th and
81st Street North.
Owner Tom Tomlin
Surveyor/Engineer Reiss & Goodness Engineers
Address 2160 East Douglas Phone 264-1391

- | | | | |
|---|---------------------------------|-----------------------------------|------------------|
| 1. Gross Acreage of Plat | <u>80</u> | 7. Lineal Feet of New Streets: | |
| 2. Number of Lots: | | a. <u>70</u> R/W <u>5,200</u> ft. | |
| Residential | <u>31</u> | b. _____ R/W _____ ft. | |
| Commercial | _____ | c. _____ R/W _____ ft. | |
| Industrial | _____ | d. _____ R/W _____ ft. | |
| Other | _____ | e. _____ R/W _____ ft. | |
| Total Number of Lots | <u>31</u> | TOTAL | <u>5,200</u> ft. |
| 3. Minimum Lot Frontage | <u>200</u> ft. | 8. Sidewalk adjacent to all | |
| 4. Minimum Lot Area | <u>87,120</u> sq. ft. | streets? <u>yes</u> <u>X</u> no | |
| 5. Existing Zoning | <u>R</u> | | |
| 6. Proposed Zoning | <u>R</u> | | |
| 9. Public Water Supply | <u>No</u> (Yes-No), Name _____ | | |
| 10. Public Sanitary Sewers | <u>No</u> (Yes-No), Name _____ | | |
| 11. Health Department Approval (where applicable) | _____ (Yes-No) | | |
| 12. City of Wichita | <u>Three-Mile Area</u> <u>X</u> | | |

STAFF COMMENTS:

- A. The applicant's engineer shall investigate the possibility of redesigning Block 2 to eliminate residential lots having direct access to West Street, a designated major arterial street.
- B. The applicant shall be advised that any raising, lowering or relocation of the pipelines crossing subject property necessitated by this plat, shall be at the sole expense of the owner of subject property.
- C. The applicant shall contact the Wichita-Sedgwick County Environmental Health Department relative to obtaining instructions for conducting percolation tests to determine whether the use of individual private water and septic tank systems can be permitted on subject property. A letter shall be obtained from said Department setting forth approval of such systems which shall be submitted to the Planning Department.
- D. The applicant's engineer shall submit appropriate plans and profiles for the street improvements associated with subject plat. A letter obtained from the County Engineer approving said plans shall be submitted to the Planning Department. The applicant shall also submit a satisfactory guarantee for the street improvements.
- E. The applicant and/or his engineer shall contact Max Christman of the County Zoning Office relative to the appropriate street names which shall be indicated on the final plat.
- F. Both electric and telephone service shall be installed underground.
- G. 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.
- H. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Form 223-021

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
<i>Refrigerator Installation</i>	

Name *M. T. ...*

Address *...*

Type <i>...</i>	Due Date
-----------------	----------

Comments:

Date <i>11/21/71</i>	By <i>[Signature]</i>
----------------------	-----------------------

August 14, 1974

Reiss & Goodness
2160 East Douglas
Wichita, Kansas 67214

Re: S/D 74-89 - Sketch plat of
Ranchos del Rio Second
Addition.

Gentlemen:

We have completed our review of the above captioned sketch plat. We authorize the preparation of the preliminary plat subject to the following:

- (A) All street rights-of-way widths shall be appropriately labeled and the north-south street along the half section line shall be increased to 30 feet in width to function as a collector street.
- (B) 30 foot building setbacks shall be indicated from all streets on this plat.
- (C) The applicant shall contact the Wichita-Sedgwick County Environmental Health Department relative to obtaining approval of the use of individual private septic tank and water systems on subject property. A letter shall be obtained from said Department setting forth approval of such systems which shall be submitted to the Planning Department.
- (D) 25 foot triangular drainage easements shall be indicated on the corners of all street intersections.
- (E) A temporary turnaround easement shall be indicated on the preliminary plat for all streets proposed to temporarily dead-end.
- (F) Contour lines or spot elevations shall be shown on the preliminary plat.

Reiss & Goodness
August 14, 1974
Page 2

- (G) The recorded book and page numbers for the pipeline easements shown crossing the southwest portion of subject plat shall be labeled on the face of the plat.
- (H) The applicant shall be advised that any raising, lowering, or relocation costs of said pipeline necessitated by this plat shall be at the sole expense of the applicant.
- (I) The applicant's engineer shall contact Max Christman of the County Zoning Office relative to appropriate street names to be indicated on the plat.
- (J) Requirements for a preliminary plat (see Article 5, Part 3 of the M.A.P.C. Subdivision Regulations).

Enclosed you will find the engineer's "marked" copy of the sketch plat. Please contact our office if you have any questions.

Sincerely,

John Richter
Planning Analyst

JR:rme
Enclosure

cc: Tom Tomlin
R.R. #1
Valley Center, Kansas 67147

WICHITA-SEDGWICK COUNTY

METROPOLITAN AREA PLANNING DEPARTMENT

DATE

August 6, 1974

TO M. S. Mitchell, Maintenance-Flood Control
FROM John Richter, Planning Analyst
SUBJECT S/D 74-89 - sketch plat of Ranchos del Rio
Second Addition.

The attached sketch plat was recently received by our office. Zoning for subject property is "R" Rural Residential requiring a minimum of 2 acres per lot and 200 feet frontage. I would appreciate your review of this plat with any comments you may have returned to me no later than Friday, August 9, 1974.

JR:rme
Attachment

100 P.O.W. West
80' 81'
Δ 1/2 south to
top on prelin
sitback

August 6, 1974

w/o elevations, drainage patterns
are not definable, but low meander
of the Little River which runs north
to south along East 1/4 will
affect drainage & street grades. An
outlet at south line may need
to be dredged.

non

cc: G. H. Wilton

Enclosure

AUG 6 1974

August 6, 1974

Nancy Graham, County Engineering

John Richter, Planning Analyst

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Memos sent to: M. S. Mitchell, Maintenance-Flood Control
Max Christman, County Planning & Zoning

Map No.: V-1-B
Section No.: 35
Twp. No.: 255
Range: 1W

S/D No. 74-89

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Ranchos del Rio Second Addition

General Location: between 77th St. North and 81st St. North on the west side of West Street

Name of Property Owner: Tom Tomlin
Address: R. R. 1, Valley Center, Kansas Phone: 755-1639

Name of Subdivider: same Phone: _____
Address: _____

Name of Agent/Surveyor: Reiss & Goodness Engineers
Address: 2160 E. Douglas Avenue, Wichita, Kansas Phone: 264-1391

Date of Application: _____

SUBDIVISION INFORMATION:

- | | |
|--|---|
| 1. Gross Acreage of Plat <u>80 acres</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>70</u> R/W <u>5,200</u> ft. |
| Residential <u>31</u> | b. _____ R/W _____ ft. |
| Commercial <u>0</u> | c. _____ R/W _____ ft. |
| Industrial <u>0</u> | d. _____ R/W _____ ft. |
| Other <u>0</u> | e. _____ R/W _____ ft. |
| Total Number of Lots <u>31</u> | TOTAL <u>5,200</u> ft. |
| 3. Minimum Lot Frontage <u>200</u> ft. | 8. Sidewalk adjacent to all streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> |
| 4. Minimum Lot Area <u>87,120 sq.</u> ft. | |
| 5. Existing Zoning <u>R</u> | |
| 6. Proposed Zoning <u>R</u> | |
| 9. Public Water Supply <u>No</u> (Yes-No), Name _____ | |
| 10. Public Sanitary Sewers <u>No</u> (Yes-No), Name _____ | |
| 11. Health Department Approval (where applicable) _____ (Yes-No) | |
| 12. City of Wichita <u>Three-Mile Area</u> | |

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: Tom M. Tomlin

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

Received by John Richter
Date 7/31/74
Fee Submitted none