

PLAT NO. S/D 77-47 MAP NO. 5541

NAME PINEWOOD ESTATES

LOCATION: Between 51st & 53rd Streets South, and
between Hydraulic and the Turnpike

ENGINEER Wilmer Freund

OWNER Tamarac Development Co., Inc.

APPLICATION FILED 4-11-77

SKETCH PLAT FILED _____

PRELIMINARY FILED 4-11-77

S/D ACTION 4-21-77 approve

FINAL FILED 5-20-77

S/D ACTION 6-2-77 approve

MAPC ACTION 6-9-77 Approved, 10-13-77 Approved

BCC ACTION 11-22-77 Approved

RECORDED December 13, 1977

REMARKS Assoc. Z-1902

MAPC-9-29-77 Return to S. Conley
S/C 10-6-77 approve

S/D 77-47 - PINWOOD ESTATES -
Between 51st & 53rd St. South, and
Between Hydraulic and the Turn-
pike, by Wilmer Freund

Posted
4/12/77

ACTION

DATE

S/D COMMITTEE (Prelim) approve 4-21-77

S/D (final) approve 6-2-77

M.A.P.C. Approved 6-9-77

M.A.P.C.

B.C.C./B.C.C. Approved 11-22-77

S/D (Review/finance) Approved 9-22-77

M.A.P.C. (Review/finance) Return to S/D Committee 9-29-77

S/D approve 10-6-77

M.A.P.C. Approved 10-13-77

S/D approve

M.A.P.C. Approved



Steven R. Ewing

6136 East 9th Street
Wichita, Kansas 67208
(316) 685-3082

JAMES L. BURGESS

FLEESON, GOOING, COULSON & KITCH
LAWYERS
(316) 267-7381
P O BOX 997
18-FLOOR 123 N MARKET
WICHITA, KANSAS 67201

SCZ-0384

Warner Moore, Attorney, Suite 1014, 111 W. Douglas 67202
Loren Morgan, Vice President and General Manager, Lansdowne
Equipment Co., RFD #1, Valley Center, KS 67147
Norman Roelfs, 10405 Ringer Drive
Harold Smiley, 1420 Fieldcrest
Robert C. Bunting, 1444 Lark Lane, 67209
Judith Bunting, 1444 Lark Lane, 67209
Barbara Jean Pickens, 10609 Ringer, 67209
Lyle Cartwright, 10770 Ringer, 67209

(NOTE: NOT SURE OF NUMBER)

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

*S/D 77-47 n
2-1902
find it ↑
Card file missing
B
12-21-77*

PINEWOOD ESTATES ADDITION was

filed for record on December 13, 1977

Robert J. McCall
Register of Deeds

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

T9-328

*Shirley's files show that case #
2-1902 was published 4-29-77
Card is in closed files.*

TheFourth




October 25, 1979

Forrest L. Nagley
Junior Planner
Wichita Area Planning Dept.
10th Floor - City Hall
455 No. Main
Wichita, Kansas

Dear Mr. Nagley:

At the request of Tamarac Development Company, Inc., this it to confirm that letter of credit number 519 in the amount of \$10,000 has not been released in spite of your memo dated October 17, 1979 authorizing such a release. As of this date, the letter of credit is still outstanding and will remain in effect until December 13, 1979 when it will expire under its original terms.

Sincerely,


R.M. Briley
Vice President
Commercial Loans

RMB/mat

RECEIVED

OCT 29 1979

METROPOLITAN PLANNING
ROUTE Forest

Fourth National Bank & Trust Co.
Wichita, Kansas 67201

P.O. Box 1090
telephone 316-261-4444

October 17, 1979

Donald C. Gisick, City Clerk

Forrest L. Nagley, Junior Planner

Release of letter of credit associated with Pinewood Estates Addition, located between 51st and 53rd Street South and between Hydraulic and the Turnpike (Credit Number 519)

I have been advised by the Engineering Department that the storm sewer pump, that was required as a condition of plat approval, has been installed. On December 20, 1977, the Board of City Commissioners "received and filed" a letter of credit in the amount of \$10,000 from Fourth National Bank and Trust Company for the account of Tamarac Development Company, Inc., as guarantee that this work would be performed. The letter of credit may now be released at the request of either the bank or Tamarac Development Company.

Forrest L. Nagley
Junior Planner

FLN:bh

cc: ✓ Tamarac Development Company, Inc., 6136 E. 9th, 67208
Fourth National Bank and Trust Company, 100 N. Broadway,
67202

CALLED DON GISICK 10/23/79 & ADVISED NOT
TO RELEASE LETTER AS STATED IN THIS
MEMO. SAID I WOULD PROVIDE A NEW MEMO
WHEN WORK HAD BEEN COMPLETED. CALL
BANK & THEY SAID THEY HAD ALREADY RELEASED
LETTER. CALLED APPLICANT & REQUESTED THAT WE
REINSTATE LETTER UNTIL WORK HAD BEEN
COMPLETED. APPLICANT CONTACTED BANK & REQUESTED RETENTION
OF LETTER OF CREDIT. BANK WILL BE SENDING
MEMO SO STATING.

IMPORTANT MESSAGE

FOR _____
DATE 6-6-78 TIME _____ A.M.
P.M.

WHILE YOU WERE AWAY

OF Steve Ewing

PHONE No. _____

TELEPHONED		PLEASE CALL	
CALLED TO SEE YOU		WILL CALL AGAIN	
WANTS TO SEE YOU		RETURNED YOUR CALL	

MESSAGE
Copy of revised
concordance you are
file of Pelhamwood Estates

SIGNED _____

Film 309
Pg. 598

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION, made this 6th day of June, 1978, by TAMARAC DEVELOPMENT COMPANY, INC. called "Grantors", who are the present record title holders of certain real property situated in Sedgwick County, Kansas, more particularly described in Exhibit "A" hereto, which land is referred to herein as the "property". This amended Declaration further amends and supersedes an amended Declaration of Covenants, Conditions and Restrictions, dated January 17, 1978, filed by Tamarac Development Company, Inc on February 1, 1978, and recorded at Film #289, page 875, in the office of the Register of Deeds, Sedgwick County, Kansas.

ARTICLE I

RECITALS

Section 1.1. WHEREAS, Grantors are the owners of the real property described in Exhibit "A", and are desirous of subjecting the real property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall insure to the benefit of an pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

Section 1.2. NOW, THEREFORE, the Grantors hereby declare that the real property described in and referred to in Exhibit "A" hereof is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

ARTICLE II

DEFINITIONS

Section 2.1. Definition of Terms:

- A. "Mobile Home" shall mean a movable, detached single-family dwelling unit with all of the following characteristics:
- a. Designed for long term occupancy, and containing accommodations, a flush toilet, a tub or shower bath, kitchen facilities, and having plumbing and electrical connections provided for attachment to outside systems;
 - b. Designed and constructed on a chasis that is capable of being transported after fabrication on its own wheels (or detachable wheels);
 - c. Arrive at the site where it is to be occupied as a dwelling complete, and ready for occupancy except for minor and incidental unpacking and assembly

operations, location on supports, connection to utilities, and the like; and

- d. Not be placed on a foundation as required for a permanent structure.
- B. "Building" shall mean any structure built for the support, shelter, or enclosure of person, animals, chattels, or property of any kind.
- C. "Outbuilding" shall mean an enclosed, covered structure not directly attached to a mobile home to which it is appurtenant.
- D. "Improvements" shall mean outbuildings, fences, masonry walls, hedges, mass plantings, exterior antenna and other usual appurtenances common to dwelling usage or common thereto during the existence of these covenants.
- E. "Association" shall mean and refer to Pinewood Estates Homeowner's Association, its successors and assigns.
- F. "Reserve Area" shall mean all real property owned by the association for the common use and enjoyment of the owners. The reserve areas are shown upon the recorded subdivision plat.
- G. "Developer" shall mean Tamarac Development Company, Inc., a Kansas corporation, its successors and assigns.
- H. "Reserve Facilities" shall mean all improvements constructed upon the reserve area by the developer or association for the common use and enjoyment of the association.

ARTICLE III

GENERAL PURPOSES OR CONDITIONS

Section 3.1. The real property described in Exhibit "A" is subjected to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each mobile home site thereof; to protect the owners of said sites against such improper use of surrounding mobile home sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such proportional structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the establishment of attractive mobile homes thereon, with appropriate locations thereof on mobile home sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; provide adequate off-street parking; insure proper maintenance; promote the welfare and safety of the occupants and owners of mobile home sites, and in general to provide for a high type and quality of improvement on said property.

ARTICLE IV

HOMEOWNERS ASSOCIATION

Section 4.1. Declaration. Developer will cause to form a non-profit corporation to be known as "Pinewood Estates Homeowners Association" prior to the sale or conveyance of any lot within the property. Such homeowners association agreement, in addition to the articles, by-laws, and provisions thereof for the management and operation of the said association shall specifically include provisions hereinafter set forth, each and all of which are for the benefit of said property, shall apply to, bind and run with said real property described and successive owners thereof.

Section 4.2. Membership. The acquisition of a mobile home site carries with it a membership in the said non-profit corporation, with the liabilities and benefits of such membership. Membership shall be appurtenant to and may not be separated from ownership of any lot. Said association shall be a non-profit corporation whose income is not to inure to the benefit of its members but which shall be held to retire common expenses.

Section 4.3. Conveyance of Reserve Area. The Developer hereby covenants that it will convey fee title of the reserve areas, as denoted on the site development plan filed in the office of the Metropolitan Area Planning Commission, Wichita, Sedgwick County, Kansas, to the Pinewood Estates Homeowners Association and said conveyance to be prior to the sale or conveyance of any lot within the property.

Section 4.4. Property Rights. Subject to the right of the association to regulate the use of said Reserve Areas, every owner shall have a non-exclusive easement of enjoyment in and to the reserve area which shall be appurtenant to and shall pass with the title to every lot. Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, invitees, or licensees, subject to the right of the association to regulate the use of said common area.

Section 4.5. Architectural Control. No construction of any nature whatsoever shall be commenced or maintained upon any particular lot or the reserve areas and facilities appertaining thereto after the purchase of such lot from the developer, its successors or assigns, nor shall any exterior addition to or change or alteration therein be made unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event the Board of Directors fails to approve or disapprove the design and location within thirty (30) days after submission of the plans and specifications, approval will not be required and the requirements of this section shall be deemed to have been fulfilled.

Section 4.6. Reserve Area Landscaping. Landscaping of the reserve areas shall generally conform to the general character of the landscaping of the subdivision.

Section 4.7. Maintenance and Repairs. The association shall have the exclusive management and control of common or reserve areas and facilities which have been conveyed to it. The association shall have the sole responsibility for the operation, maintenance, and preservation of all reserve facilities conveyed to it, and shall operate, maintain, and preserve said reserve areas and facilities in accordance with and subject to these covenants, conditions, and restrictions. The responsibility of the association is as follows:

- A. To repair and maintain all private drives and parking areas within the reserve areas to City of Wichita standards.
- B. To maintain all landscaping in reserve areas, easements, and right of ways as to City of Wichita standards.
- C. To maintain, repair, or replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services located within the reserve areas and facilities.
- D. To maintain and repair the interior and exterior of the community building storm shelter, and recreational amenities.

- E. To provide adequate maintenance and repair necessary for the storm drainage system; to include the storm drainage pump, pond and pond banks, and drainage easements.
- F. To provide adequate maintenance and repair for the entrance lighting and signage, privacy fencing, and security fencing erected on said property.
- G. To provide required maintenance of all open recreational areas, facilities, and future amenities approved by the association.

Section 4.8. Maintenance Provision. Upon the failure of the association to properly and adequately maintain any part of the reserve areas, the City of Wichita may cause notice to be served on the association of its failure to so maintain, setting out the manner in which it has failed to perform, and granting it ten days within which to perform all the items designated in said notice. After said ten days the city may enter upon the property to perform the work described in said notice of deficiency, and the cost of such work performed by the city may be assessed against the property in the same manner as provided by law for such assessment and said assessment may be established as a lien upon the land. Should the association, upon receipt of said notice, take exception to any deficiencies designated therein, the association may within the ten-day period appeal to the board of City Commissioners for a hearing on the property of the contents of said notice, and until said appeal is heard and determined the matter shall be stayed.

Section 4.9. Insurance. The association's Board of Directors shall have the authority to and shall obtain insurance for all of the improvements on the property (with the exception of improvements and betterments made by the respective owners at their expense) against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

Section 4.10. Assessments. Each owner of any lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as provided in the Homeowners Association Agreement. The assessments levied by the association exclusively shall be used to promote the recreation, health, safety, and welfare of the residents in the properties by the improvement and maintenance of the reserve areas, as is provided for in the by-laws of the association.

ARTICLE V

GENERAL USE RESTRICTIONS

Section 5.1. Improvements, Generally. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling. Accessory structures including carports and storage buildings are permitted if constructed according to designs provided by developer or an alternative approved by the association's Board of Directors.

Section 5.2. Setbacks and Easements. All lot setbacks and easements for utility installations and maintenance affecting all lots subject to these covenants are reserved as shown on the recorded plat of Pinewood Estates, a subdivision in Wichita, Sedgwick County, Kansas, hereinbefore described and referred to. No building or permanent structure except utilities and drainage facil-

ities shall be placed or permitted to remain in areas of drainage and utility easements as indicated on the face of the recorded plat.

Section 5.3. Utilities. All mobile home owners are to provide their own utility hook-ups (to include but not limited to water, gas, electricity, telephone and sewer). Utilities are provided to each lot by Developer.

- A. Gas meter locations as located on the gas meter location map are not to be moved or altered. No gas lines are to be buried under mobile homes. A gas shut-off valve at the riser of the mobile home is required and a flexible connection within six feet of the mobile home provided. Should natural gas not be available, L.P. gas or butane gas may be used provided that tanks are screened from view and comply with all city and state regulations.
- B. Any electric service cable running from any residence on any lot to the nearest junction box or secondary pedestal shall be installed underground, and shall be owned, operated, and maintained in good condition by the owner.
- C. No individual water supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of county authorities. Approval of such system as installed shall be obtained from such authority.

Section 5.4. Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided. Adequate off-street parking shall be provided by each owner for visitors.

Section 5.5. Driveways. All reserve driveways shall have unobstructed access to a public street. Private driveways shall be surfaced with concrete to city standards and shall be properly maintained to insure the welfare and safety of the occupants and owners of the mobile home sites. Private concrete driveways shall be a minimum of twenty feet wide and extend approximately forty-five feet beyond the property line. All off-street parking drives shall be paved and properly graded to assure proper drainage.

Section 5.6. Skirting. All open areas situated between ground level and the floor of the home shall be completely skirted and enclosed within sixty (60) days after said home has been installed on each lot.

Section 5.7. Anchorage. Every mobile home shall be anchored to the ground by a method approved by the city Inspection Office. This anchorage shall be adequate to withstand the minimum horizontal wind and uplift pressures as set forth in the building code of the City of Wichita, Kansas.

Section 5.8. Permanance. A mobile home shall not be permanently attached to the ground or placed on a concrete or masonry foundation.

Section 5.9. Businesses. It is hereby provided that no retail, wholesale, manufacturing or repair business of any kind shall be permitted on any mobile home site or in any detached single-family or appurtenant structure erected thereon, even though this does not include the employment of any additional person or persons in the performance of such services. No activity which may be or become any annoyance or nuisance to the neighborhood, shall be carried on upon any mobile home site or in any detached dwellings or appurtenant structures erected thereon.

Section 5.10. Outbuildings. No basement, tent, shack, garage, barn or other building erected on a mobile home site covered by these covenants shall at any time be used for human habitation

temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole upon said land.

Section 5.11. Animals. No animals or poultry of any kind, other than house pets belonging to the household of the premises shall be kept or maintained on any part of the real property subject to these covenants.

Section 5.12. Signs. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted without the consent in writing of a committee appointed by the Board of Directors of the association which is authorized to make decision on these matter, provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each building site, which signboard shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Section 5.13. Landscaping. All individual lot landscaping shall generally conform to the general character of the landscaping of the subdivision and shall be attractively landscaped and maintained in harmony with the general character of the landscaping of the subdivision. It shall be the responsibility of the owner of a mobile home site to landscape and maintain the area between the lot lines of said owner's site and the curbs of any public or reserve roadway adjacent to such mobile home site.

Section 5.14. Mineral Restrictions. Oil drilling, oil development operations, refining, mining operation of any kind or quarrying shall not be permitted upon or in any of the mobile home sites subject to these covenants, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

Section 5.15. Partial Construction. No structure shall remain partially constructed any longer than is reasonably necessary, and no excavation shall be made except in connection with construction of improvements, and upon completion thereof exposed openings shall be filled and disturbed ground shall be properly graded and landscaped.

Section 5.16. Vehicles. No owner of any lot shall permit any vehicle owned by him or by any member of his family or by acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any private drive within the existing property for a period of twenty-four (24) hours. Should any such owner fail to remove such vehicle within one (1) day following the date on which notice is given to him by the association informing him of a violation of this provision, the association may have such vehicle removed and charge the expense of removal to said owner or purchaser. A vehicle may be deemed to be in an extreme state of disrepair when in the opinion of the Board of Directors of the association its presence offends the reasonable sensibilities of the occupants of the neighborhood.

Section 5.17. Mobile Homes. No mobile home will be placed on any lot without prior approval of the association, it being the intention and purpose of the covenant to assure that all mobile homes shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. Said home must have complete sanitary facilities, including a lavatory, toilet, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with state and county health requirements. Upon demand of the association, a photo of the home shall be furnished as a condition for approval.

Section 5.18. Rental. Any lot held for rental purposes will be subject to all of the covenants, conditions, and restrictions as set forth and it will be the owner's responsibility to enforce them.

Section 5.19. Security Fencing. If a security fence is erected around the perimeter of the property by the developer, no owner shall be permitted to alter this fence.

Section 5.20. Antennas. No exposed or exterior radio transmission or receiving antennas shall be permitted. Television receiving shall be permitted if of a standard type normally used in the area. This restriction may be waived by the association Board of Directors.

Section 5.21. Maintenance. Each owner of any mobile home site shall keep his buildings, improvements, and appurtenances thereon in a safe, clean, maintained, neat, properly painted, wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, and health, police, and fire requirements. Each such owner, tenant, or occupant shall remove at his own expense any rubbish or trash of any character which may accumulate on its site and keep the unlandscaped areas maintained and free from weeds and other unsightly plant growth, rubbish, and debris. Rubbish, trash, garbage, or other waste shall be kept only in sanitary containers which shall be screened from view from all streets. Rubbish and trash shall not be disposed of on the premises by burning in open fires. Each mobile home site shall be maintained free of excessive insect or rodent infestation.

ARTICLE VI

ENFORCEMENT

Section 6.1. Abatement and Suit. The conditions, covenants, restrictions, and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the association and the owners of every mobile home site on the property. These conditions, covenants, reservations, and restrictions may be enforced as provided hereinafter by the association acting for itself and as trustee on behalf of all the owners of mobile home sites. Each owner by acquiring an interest in the property shall appoint irrevocably the association as his attorney-in-fact for such purposes; provided, however, that if a building site owner notifies the association of a claimed violation of these conditions, covenants, restrictions, and reservations and the association fails to act within thirty (30) days after receipt of such notification, then, and in that event only, an owner may separately, at his own cost and expense, enforce the conditions, covenants, restrictions, and reservations herein contained. The association upon receiving notice of a claimed violation of these conditions, covenants, restrictions, and reservations, shall give notice to the mobile site owner to remove, repair, or correct the condition giving rise to the violation within ten (10) days of the date on which notice is received. If the mobile home site owner fails to remove, repair or correct the violation within the ten (10) day period, the association shall have the right to commence legal action against the person or persons who have violated or are attempting to violate any of the conditions, covenants, restrictions, and reservations contained herein, to enjoin or prevent them from doing so, to cause said violation to be remedied, and/or to recover damages for said violation.

Section 6.2. Violations Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public and private remedy allowed therefore by law or equity against an owner, tenant, or occupant shall be applicable against every such violation and may be exercised by the association or any owner as provided in Section 6.1 hereof. Damages and other remedies at law are hereby declared not to be adequate and violations or threatened violations of covenants, conditions, restrictions and reservations contained herein may be enjoined or restrained. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. The failure of the association to enforce any of the conditions, covenants, restrictions, and reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenants, restric-

tions, or reservations, and the association shall not be liable for any such failure to enforce.

Section 6.3. Liens of Mortgages Not Affected. Anything contained herein to the contrary notwithstanding, a breach of any of the covenants, conditions, restrictions and reservations contained herein, and charges or re-entry by reason of any such breach shall not defeat or render invalid the lien of any mortgage made for value and in good faith as to the property or any portion thereof or any improvement thereon, but said covenants, conditions, restrictions, and reservations shall be binding upon and effective as against any owner thereof whose title thereto is acquired by foreclosure or otherwise.

ARTICLE VII

TERMS, TERMINATION, MODIFICATION, AND ASSIGNMENTS

Section 7.1. Term. This Declaration, every provision hereof, and every covenant, conditions, restriction, and reservation contained herein shall continue in full force and effect for a period of twenty (20) years from the date hereof, and shall thereafter be renewed automatically for successive ten-year periods unless and until terminated as provided in Article VII, Section 7.2. hereof.

Section 7.2. Termination and Modification. This Declaration or any provision hereof, or any covenant, condition, restriction, or reservation contained herein, may be terminated, extended, modified, or amended, as to the whole of said property or any portion thereof, with the written consent of the owners of seventy-five per cent (75%) of the property subject to these restrictions; provided, however, that during the initial twenty (20) year term of these covenants, no such termination, extension, modification, or amendment shall be effective without the written approval of developer. Such termination, extension, modification, or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by such owners (and by developer if required herein), in the office of the Register of Deeds of Sedgwick County, Kansas.

Section 7.3. Assignments of Developer's Rights and Duties. Any and all of the rights, powers, and reservations of developer herein contained may be assigned by developer to any person, corporation, or association which will assume any or all of the duties of developer hereunder, and upon any such person, corporation, or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume developer's duties hereunder, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by developer herein. Upon such assignment, and to the extent thereof, developer shall be relieved from all liabilities, obligations, and duties hereunder. The term "developer" as used herein includes all such assignees and their heirs, successors, and assigns. If at any time developer ceases to exist and has not made such an assignment, a successor developer may be appointed by the owners of seventy-five per cent (75%) of the property upon compliance with the requirements of the last sentence of Section 7.2 of this Article VII.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. No Waiver. All of the conditions, covenants, restrictions, and reservations contained in this Declaration of Protective Covenants shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions, and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions, and reservations or any part thereof shall be thereby affected or impaired.

Section 8.2. Invalidation. Invalidation of any one or more of the provisions contained in the Declaration of Protective Covenants by judgments or court order shall in no wise affect any of the other

provisions hereof, which shall remain in full force and effect.

Section 8.3. Benefits and Burdens. (a) The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the developers, the owners of all mobile homes sites located within the property, the owners of additional property made subject to this Declaration or Protective Covenants, and their respective heirs, successors, personal representatives, and assigns.

(b) All restrictions, conditions, covenants, and agreements contained herein are made for the direct, mutual, and reciprocal benefit of each and every part and parcel of the property; shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective owners of all parcels and privity of contract and estate between all grantees of said parcels, their heirs, successors, and assigns; and shall, as to the owner of each parcel, his heirs, successors, and assigns, operate as covenants running with the land for the benefit of all other parcels.

Section 8.4. Notice. Any notices required or permitted herein shall be in writing and delivered or mailed, postage prepaid by registered or certified mail, return receipt requested, and shall be directed as follows: If intended for a mobile home site owner (1) to the address of the mobile home site if occupied; (2) if the mobile home site is not occupied, to the address set forth in the purchase contract or purchase contract application; (3) if none of the foregoing, to the last known address of the owner. If intended for the developer to the address previously set forth herein unless the developer shall have filed a certificate with the Register of Deeds of Sedgwick County, Kansas, setting forth a different address to which notices hereunder are to be sent.

Section 8.5. Existing Uses. Notwithstanding anything to the contrary contained herein, nothing contained herein shall prohibit, restrict, or affect any use being made on any mobile home site or require any modification of any improvement located thereon which use or improvement shall have been in existence on the date this instrument is recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

Section 8.6. Paragraph Headings. Paragraph headings are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope or intent of the particular section to which they refer.

IN WITNESS WHEREOF, the undersigned, being the grantor herein, has hereunto set its hand and seal this 6th day of June, 1978.

TAMARAC DEVELOPMENT COMPANY, INC.

By Sharon P. Ewing

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 6th day of June, 1978,
before me, the undersigned, a notary public within and for said
county and state, personally appeared Steven R. Cwing
of Tamarac Development Company, Inc., a corporation duly organized
under the laws of the state of Kansas, and such person duly acknow-
ledged the execution of the same for and on behalf of and as the
act and deed of said corporation.

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

Melody M. Nelson
Notary Public

My Commission Expires:

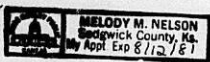


EXHIBIT A

Lots 1 thru 16 inclusive, Block A

Lots 1 thru 40 inclusive, Block B

Lots 1 thru 19 inclusive, Block C

Reserves A thru O

All in plat Pinewood Estates Addition.

TAMARAC DEVELOPMENT COMPANY, INC.
6136 EAST NINTH
WICHITA, KANSAS 67208
316-685-3082

*newly
found
File*

March 15, 1978

Mr. Robert B. Feldner
Superintendent of Central Inspection
City Hall - Seventh Floor
455 North Main Street
Wichita, Kansas 67202

Re: S/D 77-47 Pinewood Estates Addition

Dear Mr. Feldner:

I am writing this letter in response to legal opinion that the City mobile home code in regards to parks vs. subdivisions are somewhat vague in their content and subject to interpretation.

Tamarac Development Company, Inc. would appreciate a letter from your agency defining whether mobile home subdivision zoning regulations require patios, storage units, recreation space, lighting, and service buildings.

It has been my understanding that these requirements would not be applicable to our current project, however, an interpretation would be appreciated to resolve possible title opinion problems in the future.

Thank you for your anticipated cooperation in this matter.

Sincerely,

Steven R. Ewing
Steven R. Ewing
Project Manager

cc: Jack Galbraith, Chief Planner ✓
Encl.



AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION, made this 17th day of January, 1978, by TAMARAC DEVELOPMENT COMPANY, INC. called "Grantors", who are the present record title holders of certain real property situated in Sedgwick County, Kansas, more particularly described in Exhibit "A" hereto, which land is referred to herein as the "property". This amended Declaration amends and supersedes a Declaration of Covenants, Conditions and Restrictions, dated November 21, 1977, filed by Tamarac Development Company, Inc. on December 20, 1977, and recorded at Film #283, page 260, in the office of the Register of Deeds, Sedgwick County, Kansas.

ARTICLE I

RECITALS

Section 1.1. WHEREAS, Grantors are the owners of the real property described in Exhibit "A", and are desirous of subjecting the real property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall insure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

Section 1.2. NOW, THEREFORE, the Grantors hereby declare that the real property described in and referred to in Exhibit "A" hereof is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

ARTICLE II

DEFINITIONS

Section 2.1. Definition of Terms:

- A. "Mobile Home" shall mean a movable, detached single-family dwelling unit with all of the following characteristics:
 - a. Designed for long term occupancy, and containing accommodations, a flush toilet, a tub or shower bath, kitchen facilities, and having plumbing and electrical connections provided for attachment to outside systems;
 - b. Designed and constructed on a chasis that is capable of being transported after fabrication on its own wheels (or detachable wheels);
 - c. Arrive at the site where it is to be occupied as a dwelling complete, and ready for occupancy except for minor and incidental unpacking and assembly operations, location on supports, connection to utilities, and the like; and
 - d. Not be placed on a foundation as required for a permanent structure.
- B. "Building" shall mean any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.
- C. "Outbuilding" shall mean an enclosed, covered structure not directly attached to a mobile home to which it is appurtenant.
- D. "Improvements" shall mean outbuildings, fences, masonry walls, hedges, mass plantings, exterior antenna and other usual appurtenances common to dwelling usage or common thereto during the existence of these covenants.
- E. "Association" shall mean and refer to Pinewood Estates Homeowner's Association, its successors and assigns.
- F. "Reserve Area" shall mean all real property owned by the association for the common use and enjoyment of the owners. The reserve areas are shown upon the recorded subdivision plat.
- G. "Developer" shall mean Tamarac Development Company, Inc., a Kansas corporation, its successors and assigns.
- H. "Reserve Facilities" shall mean all improvements constructed upon the reserve area by the developer or association for the common use and enjoyment of the association.

STATE OF KANSAS
 SEDGWICK COUNTY }
 FILED FOR RECORD AT
 FEB 1 1978
 3 69713
 REG. F. McCART
 REGISTER OF DEEDS
Pat H. ...
Deputy

13.00 City Clerk

ARTICLE III
GENERAL PURPOSES OR CONDITIONS FM 289 ELL 876

Section 3.1. The real property described in exhibit "A" is subjected to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each mobile home site thereof; to protect the owners of said sites against such improper use of surrounding mobile home sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed or improperly proportional structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the establishment of attractive mobile homes thereon, with appropriate locations thereof on mobile home sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; provide adequate off-street parking; insure proper maintenance; promote the welfare and safety of the occupants and owners of mobile home sites, and in general to provide for a high type and quality of improvement on said property.

ARTICLE IV
HOMEOWNERS ASSOCIATION

X Section 4.1. Declaration. Developer will cause to form a non-profit corporation to be known as "Pinewood Estates Homeowners Association" prior to the sale or conveyance of any lot within the property. Such homeowners association agreement, in addition to the articles, by-laws, and provisions thereof for the management and operation of the said association shall specifically include provisions hereinafter set forth, each and all of which are for the benefit of said property, shall apply to, bind and run with the said real property described and successive owners thereof.

|| Section 4.2. Membership. The acquisition of a mobile home site carries with it a membership in the said non-profit corporation, with the liabilities and benefits of such membership. Membership shall be appurtenant to and may not be separated from ownership of any lot. Said association shall be a non-profit corporation whose income is not to inure to the benefit of its members but which shall be held to retire common expenses.

? Section 4.3. Conveyance of Reserve Area. The Developer hereby covenants that it will convey fee title of the reserve areas as denoted on the site development plan filed in the office of the Metropolitan Area Planning Commission, Wichita, Sedgwick County, Kansas, and said conveyance to be prior to the sale or conveyance of any lot within the property. *to whom?*

Section 4.4. Property Rights. Subject to the right of the association to regulate the use of said Reserve Areas, every owner shall have a non-exclusive easement of enjoyment in and to the reserve area which shall be appurtenant to and shall pass with the title to every lot. Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, invitees, or licensees, subject to the right of the association to regulate the use of said common area.

Section 4.5. Architectural Control. No construction of any nature whatsoever shall be commenced or maintained upon any particular lot or the reserve areas and facilities appertaining thereto after the purchase of such lot from the developer, its successors or assigns, nor shall any exterior addition to or change or alteration therein be made unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event the Board of Directors fails to approve or disapprove the design and location within thirty (30) days after submission of the plans and specifications, approval will not be required and the requirements of this section shall be deemed to have been fulfilled.

X Section 4.6. Reserve Area Landscaping. Landscaping of the reserve areas shall generally comply with the landscaping plan provided by the developer.

Section 4.7. Maintenance and Repairs. The Association shall have the exclusive management and control of common or Reserve Areas, and facilities which have been conveyed to it. The Association shall have the sole responsibility for the operation, maintenance, and preservation of all reserve facilities conveyed to it, and shall operate, maintain, and preserve said reserve areas and facilities in accordance with and subject to these covenants, conditions, and restrictions. The responsibility of the association is as follows:

- COPY 2009 APR 07
- A. To repair and maintain all private drives and parking areas within the reserve areas to City of Wichita standards.
 - B. To maintain all landscaping in reserve areas, easements, and right of ways as to City of Wichita standards.
 - C. To maintain, repair, or replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services located within the reserve areas and facilities.
 - D. To maintain and repair the interior and exterior of the community building storm shelter, and recreational amenities.
 - E. To provide adequate maintenance and repair necessary for the storm drainage system; to include the storm drainage pump, pond and pond banks, and drainage easements.
 - F. To provide adequate maintenance and repair for the entrance lighting and signage, privacy fencing, and security fencing erected on said property.
 - G. To provide required maintenance of all open recreational areas, facilities, and future amenities approved by the association.

Section 4.8. Maintenance Provision. Upon the failure of the association to properly and adequately maintain any part of the reserve areas, the City of Wichita may cause notice to be served on the Association of its failure to so maintain, setting out the manner in which it has failed to perform, and granting it ten days within which to perform all the items designated in said notice. After said ten days the city may enter upon the property to perform the work described in said notice of deficiency, and the cost of such work performed by the city may be assessed against the property in the same manner as provided by law for such assessment and said assessment may be established as a lien upon the land. Should the Association, upon receipt of said notice, take exception to any deficiencies designated therein, the Association may within the ten-day period appeal to the board of City Commissioners for a hearing on the property of the contents of said notice, and until said appeal is heard and determined the matter shall be stayed.

Section 4.9. Insurance. The Association's Board of Directors shall have the authority to and shall obtain insurance for all of the improvements on the property (with the exception of improvements and betterments made by the respective owners at their expense) against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

Section 4.10. Assessments. Each owner of any lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as provided in the Homeowners Association Agreement. The assessments levied by the association exclusively shall be used to promote the recreation, health, safety, and welfare of the residents in the properties by the improvement and maintenance of the reserve areas, as is provided for in the by-laws of the association.

ARTICLE V

GENERAL USE RESTRICTIONS

Section 5.1. Improvements, Generally. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling. Accessory structures including carports and storage buildings are permitted if constructed according to designs provided by developer or an alternative approved by the Association's Board of Directors.

Section 5.2. Setbacks and Easements. All lot setbacks and easements for utility installations and maintenance affecting all lots subject to these covenants are reserved as shown on the recorded plat of Pinewood Estates, a subdivision in Wichita, Sedgwick County, Kansas, hereinbefore described and referred to. No building or permanent structure except utilities and drainage facilities shall be placed or permitted to remain in areas of drainage and utility easements as indicated on the face of the recorded plat.

Section 5.3. Utilities. All mobile home owners are to provide their own utility hook-ups (to include but not limited to water, gas, electricity, telephone and sewer). Utilities are provided to each lot by Developer.

- A. Gas meter locations as located on the gas meter location map are not to be moved or altered. No gas lines are to be buried under mobile homes. A gas shut-off valve at the riser of the mobile home is required and a flexible connection within six feet of the mobile home provided. Should natural gas not be available, L.P. gas or butane gas may be used provided that tanks are screened from view and comply with all city and state regulations.
- B. Any electric service cable running from any residence on any lot to the nearest junction box or secondary pedestal shall be installed underground, and shall be owned, operated, and maintained in good condition by the owner.
- C. No individual water supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of county authorities. Approval of such system as installed shall be obtained from such authority.

Section 5.4. Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided. Adequate off-street parking shall be provided by each owner for visitors.

Section 5.5. Driveways. All reserve driveways shall have unobstructed access to a public street. Private driveways shall be surfaced with concrete to city standards and shall be properly maintained to insure the welfare and safety of the occupants and owners of the mobile home sites. Private concrete driveways shall be a minimum of twenty feet wide and extend approximately forty-five feet beyond the property line. All off-street parking drives shall be paved and properly graded to assure proper drainage.

Section 5.6. Skirting. All open areas situated between ground level and the floor of the home shall be completely skirted and enclosed within sixty (60) days after said home has been installed on each lot.

Section 5.7. Anchorage. Every mobile home shall be anchored to the ground by a method approved by the city Inspection Office. This anchorage shall be adequate to withstand the minimum horizontal wind and uplift pressures as set forth in the building code of the City of Wichita, Kansas.

Section 5.8. Permanance. A mobile home shall not be permanently attached to the ground or placed on a concrete or masonry foundation.

Section 5.9. Businesses. It is hereby provided that no retail, wholesale, manufacturing or repair business of any kind shall be permitted on any mobile home site or in any detached single-family or appurtenant structure erected thereon, even though this does not include the employment of any additional person or persons in the performance of such services. No activity which may be or become any annoyance or nuisance to the neighborhood, shall be carried on upon any mobile home site or in any detached dwellings or appurtenant structures erected thereon.

Section 5.10. Outbuildings. No basement, tent, shack, garage, barn or other building erected on a mobile home site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole upon said land.

Section 5.11. Animals. No animals or poultry of any kind, other than house pets belonging to the household of the premises shall be kept or maintained on any part of the real property subject to these covenants.

Section 5.12. Signs. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted without the consent in writing of the committee, provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each building site, which signboard shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Section 5.13. Landscaping. All individual lot landscaping shall generally conform to landscaping plans provided by developer and shall be attractively landscaped and maintained in harmony with the general character of the landscaping of the subdivision. It shall be the responsibility of the owner of a mobile home site to landscape and maintain the area between the lot lines of said owner's site and the curbs of any public or reserve roadway adjacent to such mobile home site.

Section 5.14. Mineral Restrictions. Oil drilling, oil development operations, refining, mining operation of any kind or quarrying shall not be permitted upon or in any of the mobile home sites subject to these covenants, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

Section 5.15. Partial Construction. No structure shall remain partially constructed any longer than is reasonably necessary, and no excavation shall be made except in connection with construction of improvements, and upon completion thereof exposed openings shall be filled and disturbed ground shall be properly graded and landscaped.

Section 5.16. Vehicles. No owner of any lot shall permit any vehicle owned by him or by any member of his family or by acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any private drive within the existing property for a period of twenty-four (24) hours. Should any such owner fail to remove such vehicle within one (1) day following the date on which notice is given to him by the Association informing him of a violation of this provision, the association may have such vehicle removed and charge the expense of removal to said owner or purchaser. A vehicle may be deemed to be in an extreme state of disrepair when in the opinion of the Board of Directors of the Association its presence offends the reasonable sensibilities of the occupants of the neighborhood.

Section 5.17. Mobile Homes. No mobile home will be placed on any lot without prior approval of the Association, it being the intention and purpose of the covenant to assure that all mobile homes shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. Said home must have complete sanitary facilities, including a lavatory, toilet, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with state and county health requirements. Upon demand of the Association, a photo of the home shall be furnished as a condition for approval.

Section 5.18. Rental. Any lot held for rental purposes will be subject to all of the covenants, conditions, and restrictions as set forth and it will be the owner's responsibility to enforce them.

Section 5.19. Security Fencing. If a security fence is erected around the perimeter of the property by the developer, no owner shall be permitted to alter this fence.

Section 5.20. Antennas. No exposed or exterior radio transmission or receiving antennas shall be permitted. Television receiving shall be permitted if of a standard type normally used in the area. This restriction may be waived by the Association Board of Directors.

Section 5.21. Maintenance. Each owner of any mobile home site shall keep his buildings, improvements, and appurtenances thereon in a safe, clean, maintained, neat, properly painted, wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, and health, police, and fire requirements. Each such owner, tenant, or occupant shall remove at his own expense any rubbish or trash of any character which may accumulate on its site and keep the unlandscaped areas maintained and free from weeds and other unsightly plant growth, rubbish, and debris. Rubbish, trash, garbage, or other waste shall be kept only in sanitary containers which shall be screened from view from all streets. Rubbish and trash shall not be disposed of on the premises by burning in open fires. Each mobile home site shall be maintained free of excessive insect or rodent infestation.

ARTICLE VI
ENFORCEMENT

PLM 289 144 660

Section 6.1. Abatement and Suit. The conditions, covenants, restrictions, and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the Association and the owners of every mobile home site on the property. These conditions, covenants, restrictions, and reservations may be enforced as provided hereinafter by the Association acting for itself and as trustee on behalf of all the owners of mobile home sites. Each owner by acquiring an interest in the property shall appoint irrevocably the Association as his attorney-in-fact for such purposes; provided, however, that if a building site owner notifies the Association of a claimed violation of these conditions, covenants, restrictions, and reservations and the Association fails to act within thirty (30) days after receipt of such notification, then, and in that event only, an owner may separately, at his own cost and expense, enforce the conditions, covenants, restrictions, and reservations herein contained. The Association upon receiving notice of a claimed violation of these conditions, covenants, restrictions, and reservations, shall give notice to the mobile home site owner to remove, repair, or correct the condition giving rise to the violation within ten (10) days of the date on which notice is received. If the mobile home site owner fails to remove, repair or correct the violation within the ten (10) day period, the Association shall have the right to enter upon the portion of the property whereon said violation exists and to summarily abate and remove at the expense of the owner any structure, thing, or condition that exists thereon contrary to the intent and meaning of the provisions hereof, or to commence legal action against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions, and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

Section 6.2. Violations Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an owner, tenant, or occupant shall be applicable against every such violation and may be exercised by the Association or any owner as provided in Section 6.1 hereof. Damages and other remedies at law are hereby declared not to be adequate and violations or threatened violations of covenants, conditions, restrictions and reservations contained herein may be enjoined or restrained. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. The failure of the Association to enforce any of the conditions, covenants, restrictions, and reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenant restrictions, or reservations, and the Association shall not be liable for any such failure to enforce.

Section 6.3. Liens of Mortgages Not Affected. Anything contained herein to the contrary notwithstanding, a breach of any of the covenants, conditions, restrictions and reservations contained herein, and charges or re-entry by reason of any such breach shall not defeat or render invalid the lien of any mortgage made for value and in good faith as to the property or any portion thereof or any improvement thereon, but said covenants, conditions, restrictions and reservations shall be binding upon and effective as against any owner thereof whose title thereto is acquired by foreclosure or otherwise.

ARTICLE VII

TERMS, TERMINATION, MODIFICATION, AND ASSIGNMENTS

Section 7.1. Term. This Declaration, every provision hereof, and every covenant, condition, restriction, and reservation contained herein shall continue in full force and effect for a period of twenty (20) years from the date hereof, and shall thereafter be renewed automatically for successive ten-year periods unless and until terminated as provided in Article VII, section 7.2 hereof.

Section 7.2. Termination and Modification. This Declaration or any provision hereof, or any covenant, condition, restriction, or reservation contained herein, may be terminated, extended, modified, or amended, as to the whole of said property or any portion thereof, with the written consent of the owners of seventy-five (75%) of the property subject to these restrictions; provided, however, that during the initial twenty (20) year term of these covenants, no such termination, extension, modification, or amendment shall be effective without the written approval of Developer. Such termination, extension, modification, or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by such Owners (and by Developer if required herein), in the office of the Register of Deeds of Sedgwick County, Kansas.

Section 7.3. Assignments of Developer's Rights and Duties. Any and all of the rights, powers, and reservations of Developer herein contained may be assigned by Developer to any person, corporation, or association which will assume any or all of the duties of Developer hereunder, and upon any such person, corporation, or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume Developer's duties hereunder, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Developer herein. Upon such assignment, and to the extent thereof, Developer shall be relieved from all liabilities, obligations, and duties hereunder. The term "Developer" as used herein includes all such assignees and their heirs, successors, and assigns. If at any time Developer ceases to exist and has not made such an assignment, a successor Developer may be appointed by the owners of seventy-five percent (75%) of the property upon compliance with the requirements of the last sentence of Section 7.2 of this Article VII.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. No Waiver. All of the conditions, covenants, restrictions, and reservations contained in this Declaration of Protective Covenants shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions, and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions, and reservations or any part thereof shall be thereby affected or impaired.

Section 8.2. Invalidation. Invalidation of any one or more of the provisions contained in the Declaration of Protective Covenants by judgments or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

Section 8.3. Benefits and Burdens. (a) The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Developers, the Owners of all mobile home sites located within the property, the Owners of additional property made subject to this Declaration of Protective Covenants, and their respective heirs, successors, personal representatives, and assigns.

(b) All restrictions, conditions, covenants, and agreements contained herein are made for the direct, mutual, and reciprocal benefit of each and every part and parcel of the property; shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective Owners of all parcels and privity of contract and estate between all grantees of said parcels, their heirs, successors, and assigns; and shall, as to the Owner of each parcel, his heirs, successors, and assigns, operate as covenants running with the land for the benefit of all other parcels.

Section 8.4. Notice. Any notices required or permitted herein shall be in writing and delivered or mailed, postage prepaid by registered or certified mail, return receipt requested, and shall be directed as follows: If intended for a mobile home site Owner (1) to the address of the mobile home site if occupied; (2) if the mobile home site is not occupied, to the address set forth in the purchase contract or purchase contract application; (3) if none of the foregoing, to the last known address of the Owner. If intended for the Developer to the address previously set forth herein unless the Developer shall have filed a certificate with the Register of Deeds of Sedgwick County, Kansas, setting forth a different address to which notices hereunder are to be sent.

Section 8.5. Existing Uses. Notwithstanding anything to the contrary contained herein, nothing contained herein shall prohibit, restrict, or affect any use being made on any mobile home site or require any modification of any improvement located thereon which use or improvement shall have been in existence on the date this instrument is recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

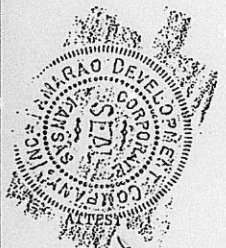
Section 8.6. Paragraph Headings. Paragraph headings are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope or intent of the particular section to which they refer.

REV 289 INT 003

IN WITNESS WHEREOF, the undersigned, being the grantor herein, has hereunto set its hand and seal this 17th day of January, 1978.

TAMARAC DEVELOPMENT COMPANY, INC.

By David L. Palmer
David L. Palmer
President



Steven R. Ewing
Steven R. Ewing
Secretary

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 17th day of January, 1978, before me, the undersigned, a notary public within and for said county and state, personally appeared David L. Palmer, ~~President~~ of Tamarac Development Company, Inc., a corporation duly organized under the laws of the state of Kansas, and such person duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

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



Kay M. Young
Notary Public

My commission expires April 13, 1980

~~FILE 289-141-062~~

EXHIBIT A

Lots 1 thru 16 inclusive, Block A ✓

Lots 1 thru 40 inclusive, Block B ✓

Lots 1 thru 19 inclusive, Block C ✓

Reserves A thru O ✓

All in plat Pinewood Estates Addition.

January 25, 1978

Donald C. Gisick, City Clerk

Curtis L. Newby, Junior Planner

Restrictive covenants associated with S/D 77-47 Pinewood Estates

The plat of Pinewood Estates was approved by the Board of City Commissioners on November 22, 1977. One of the conditions of approval was that the applicant submit a copy of his deed restrictions and covenants for recording when the plat is approved.

Attached herewith are an amended set of covenants and restrictions which should be forwarded to the Register of Deeds for recording with the fee to be billed to the applicant, Tamarac Development Co., Inc., 6136 East Ninth Street, Wichita, Kansas 67208.

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

Curtis L. Newby
Junior Planner

CLN:et
Attachment

AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION, made this 17th day of January, 1978, by TAMARAC DEVELOPMENT COMPANY, INC. called "Grantors", who are the present record title holders of certain real property situated in Sedgwick County, Kansas, more particularly described in Exhibit "A" hereto, which land is referred to herein as the "property". This amended Declaration amends and supersedes a Declaration of Covenants, Conditions and Restrictions, dated November 21, 1977, filed by Tamarac Development Company, Inc. on December 20, 1977, and recorded at Film #283, page 260, in the office of the Register of Deeds, Sedgwick County, Kansas.

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DEFINITIONS

Section 2.1. Definition of Terms:

- A. "Mobile Home" shall mean a movable, detached single-family dwelling unit with all of the following characteristics:
 - a. Designed for long term occupancy, and containing accommodations, a flush toilet, a tub or shower bath, kitchen facilities, and having plumbing and electrical connections provided for attachment to outside systems;
 - b. Designed and constructed on a chassis that is capable of being transported after fabrication on its own wheels (or detachable wheels);
 - c. Arrive at the site where it is to be occupied as a dwelling complete, and ready for occupancy except for minor and incidental unpacking and assembly operations, location on supports, connection to utilities, and the like; and
 - d. Not be placed on a foundation as required for a permanent structure.
- B. "Building" shall mean any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.
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- D. "Improvements" shall mean outbuildings, fences, masonry walls, hedges, mass plantings, exterior antenna and other usual appurtenances common to dwelling usage or common thereto during the existence of these covenants.
- E. "Association" shall mean and refer to Pinewood Estates Homeowner's Association, its successors and assigns.
- F. "Reserve Area" shall mean all real property owned by the association for the common use and enjoyment of the owners. The reserve areas are shown upon the recorded subdivision plat.
- G. "Developer" shall mean Tamarac Development Company, Inc., a Kansas corporation, its successors and assigns.
- H. "Reserve Facilities" shall mean all improvements constructed upon the reserve area by the developer or association for the common use and enjoyment of the association.

ARTICLE III
GENERAL PURPOSES OR CONDITIONS

Section 3.1. The real property described in exhibit "A" is subjected to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each mobile home site thereof: to protect the owners of said sites against such improper use of surrounding mobile home sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed or improperly proportional structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the establishment of attractive mobile homes thereon, with appropriate locations thereof on mobile home sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; provide adequate off-street parking; insure proper maintenance; promote the welfare and safety of the occupants and owners of mobile home sites, and in general to provide for a high type and quality of improvement on said property.

ARTICLE IV
HOMEOWNERS ASSOCIATION

Section 4.1. Declaration. Developer will cause to form a non-profit corporation to be known as "Pinewood Estates Homeowners Association" prior to the sale or conveyance of any lot within the property. Such homeowners association agreement, in addition to the articles, by-laws, and provisions thereof for the management and operation of the said association shall specifically include provisions hereinafter set forth, each and all of which are for the benefit of said property, shall apply to, bind and run with the said real property described and successive owners thereof.

Section 4.2. Membership. The acquisition of a mobile home site carries with it a membership in the said non-profit corporation, with the liabilities and benefits of such membership. Membership shall be appurtenant to and may not be separated from ownership of any lot. Said association shall be a non-profit corporation whose income is not to inure to the benefit of its members but which shall be held to retire common expenses.

Section 4.3. Conveyance of Reserve Area. The Developer hereby covenants that it will convey fee title of the reserve areas as denoted on the site development plan filed in the office of the Metropolitan Area Planning Commission, Wichita, Sedgwick County, Kansas, and said conveyance to be prior to the sale or conveyance of any lot within the property.

Section 4.4. Property Rights. Subject to the right of the association to regulate the use of said Reserve Areas, every owner shall have a non-exclusive easement of enjoyment in and to the reserve area which shall be appurtenant to and shall pass with the title to every lot. Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, invitees, or licensees, subject to the right of the association to regulate the use of said common area.

Section 4.5. Architectural Control. No construction of any nature whatsoever shall be commenced or maintained upon any particular lot or the reserve areas and facilities appertaining thereto after the purchase of such lot from the developer, its successors or assigns, nor shall any exterior addition to or change or alteration therein be made unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event the Board of Directors fails to approve or disapprove the design and location within thirty (30) days after submission of the plans and specifications, approval will not be required and the requirements of this section shall be deemed to have been fulfilled.

Section 4.6. Reserve Area Landscaping. Landscaping of the reserve areas shall generally comply with the landscaping plan provided by the developer.

Section 4.7. Maintenance and Repairs. The Association shall have the exclusive management and control of common or Reserve Areas and facilities which have been conveyed to it. The Association shall have the sole responsibility for the operation, maintenance, and preservation of all reserve facilities conveyed to it, and shall operate, maintain, and preserve said reserve areas and facilities in accordance with and subject to these covenants, conditions, and restrictions. The responsibility of the association is as follows:

- A. To repair and maintain all private drives and parking areas within the reserve areas to City of Wichita standards.
- B. To maintain all landscaping in reserve areas, easements, and right of ways as to City of Wichita standards.
- C. To maintain, repair, or replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services located within the reserve areas and facilities.
- D. To maintain and repair the interior and exterior of the community building storm shelter, and recreational amenities.
- E. To provide adequate maintenance and repair necessary for the storm drainage system; to include the storm drainage pump, pond and pond banks, and drainage easements.
- F. To provide adequate maintenance and repair for the entrance lighting and signage, privacy fencing, and security fencing erected on said property.
- G. To provide required maintenance of all open recreational areas, facilities, and future amenities approved by the association.

Section 4.8. Maintenance Provision. Upon the failure of the association to properly and adequately maintain any part of the reserve areas, the City of Wichita may cause notice to be served on the Association of its failure to so maintain, setting out the manner in which it has failed to perform, and granting it ten days within which to perform all the items designated in said notice. After said ten days the city may enter upon the property to perform the work described in said notice of deficiency, and the cost of such work performed by the city may be assessed against the property in the same manner as provided by law for such assessment and said assessment may be established as a lien upon the land. Should the Association, upon receipt of said notice, take exception to any deficiencies designated therein, the Association may within the ten-day period appeal to the board of City Commissioners for a hearing on the property of the contents of said notice, and until said appeal is heard and determined the matter shall be stayed.

Section 4.9. Insurance. The Association's Board of Directors shall have the authority to and shall obtain insurance for all of the improvements on the property (with the exception of improvements and betterments made by the respective owners at their expense) against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

Section 4.10. Assessments. Each owner of any lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as provided in the Homeowners Association Agreement. The assessments levied by the association exclusively shall be used to promote the recreation, health, safety, and welfare of the residents in the properties by the improvement and maintenance of the reserve areas, as is provided for in the by-laws of the association.

ARTICLE V

GENERAL USE RESTRICTIONS

Section 5.1. Improvements, Generally. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling. Accessory structures including carports and storage buildings are permitted if constructed according to designs provided by developer or an alternative approved by the Association's Board of Directors.

Section 5.2. Setbacks and Easements. All lot setbacks and easements for utility installations and maintenance affecting all lots subject to these covenants are reserved as shown on the recorded plat of Pinewood Estates, a subdivision in Wichita, Sedgwick County, Kansas, hereinbefore described and referred to. No building or permanent structure except utilities and drainage facilities shall be placed or permitted to remain in areas of drainage and utility easements as indicated on the face of the recorded plat.

Section 5.3. Utilities. All mobile home owners are to provide their own utility hook-ups (include but not limited to water, gas, electricity, telephone and sewer). Utilities are provided to each lot by Developer.

- A. Gas meter locations as located on the gas meter location map are not to be moved or altered. No gas lines are to be buried under mobile homes. A gas shut-off valve at the riser of the mobile home is required and a flexible connection within six feet of the mobile home provided. Should natural gas not be available, L.P. gas or butane gas may be used provided that tanks are screened from view and comply with all city and state regulations.
- B. Any electric service cable running from any residence on any lot to the nearest junction box or secondary pedestal shall be installed underground, and shall be owned, operated, and maintained in good condition by the owner.
- C. No individual water supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of county authorities. Approval of such system as installed shall be obtained from such authority.

Section 5.4. Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided. Adequate off-street parking shall be provided by each owner for visitors.

Section 5.5. Driveways. All reserve driveways shall have unobstructed access to a public street. Private driveways shall be surfaced with concrete to city standards and shall be properly maintained to insure the welfare and safety of the occupants and owners of the mobile home sites. Private concrete driveways shall be a minimum of twenty feet wide and extend approximately forty-five feet beyond the property line. All off-street parking drives shall be paved and properly graded to assure proper drainage.

Section 5.6. Skirting. All open areas situated between ground level and the floor of the home shall be completely skirted and enclosed within sixty (60) days after said home has been installed on each lot.

Section 5.7. Anchorage. Every mobile home shall be anchored to the ground by a method approved by the city Inspection Office. This anchorage shall be adequate to withstand the minimum horizontal wind and uplift pressures as set forth in the building code of the City of Wichita, Kansas.

Section 5.8. Permanence. A mobile home shall not be permanently attached to the ground or placed on a concrete or masonry foundation.

Section 5.9. Businesses. It is hereby provided that no retail, wholesale, manufacturing or repair business of any kind shall be permitted on any mobile home site or in any detached single-family or appurtenant structure erected thereon, even though this does not include the employment of any additional person or persons in the performance of such services. No activity which may be or become any annoyance or nuisance to the neighborhood, shall be carried on upon any mobile home site or in any detached dwellings or appurtenant structures erected thereon.

Section 5.10. Outbuildings. No basement, tent, shack, garage, barn or other building erected on a mobile home site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole upon said land.

Section 5.11. Animals. No animals or poultry of any kind, other than house pets belonging to the household of the premises shall be kept or maintained on any part of the real property subject to these covenants.

Section 5.12. Signs. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted without the consent in writing of the committee, provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each building site, which signboard shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Section 5.13. Landscaping. All individual lot landscaping shall generally conform to landscaping plans provided by developer and shall be attractively landscaped and maintained in harmony with the general character of the landscaping of the subdivision. It shall be the responsibility of the owner of a mobile home site to landscape and maintain the area between the lot lines of said owner's site and the curbs of any public or reserve roadway adjacent to such mobile home site.

Section 5.14. Mineral Restrictions. Oil drilling, oil development operations, refining, mining operation of any kind or quarrying shall not be permitted upon or in any of the mobile home sites subject to these covenants, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

Section 5.15. Partial Construction. No structure shall remain partially constructed any longer than is reasonably necessary, and no excavation shall be made except in connection with construction of improvements, and upon completion thereof exposed openings shall be filled and disturbed ground shall be properly graded and landscaped.

Section 5.16. Vehicles. No owner of any lot shall permit any vehicle owned by him or by any member of his family or by acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any private drive within the existing property for a period of twenty-four (24) hours. Should any such owner fail to remove such vehicle within one (1) day following the date on which notice is given to him by the Association informing him of a violation of this provision, the association may have such vehicle removed and charge the expense of removal to said owner or purchaser. A vehicle may be deemed to be in an extreme state of disrepair when in the opinion of the Board of Directors of the Association its presence offends the reasonable sensibilities of the occupants of the neighborhood.

Section 5.17. Mobile Homes. No mobile home will be placed on any lot without prior approval of the Association, it being the intention and purpose of the covenant to assure that all mobile homes shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. Said home must have complete sanitary facilities, including a lavatory, toilet, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with state and county health requirements. Upon demand of the Association, a photo of the home shall be furnished as a condition for approval.

Section 5.18. Rental. Any lot held for rental purposes will be subject to all of the covenants, conditions, and restrictions as set forth and it will be the owner's responsibility to enforce them.

Section 5.19. Security Fencing. If a security fence is erected around the perimeter of the property by the developer, no owner shall be permitted to alter this fence.

Section 5.20. Antennas. No exposed or exterior radio transmission or receiving antennas shall be permitted. Television receiving shall be permitted if of a standard type normally used in the area. This restriction may be waived by the Association Board of Directors.

Section 5.21. Maintenance. Each owner of any mobile home site shall keep his buildings, improvements, and appurtenances thereon in a safe, clean, maintained, neat, properly painted, wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, and health, police, and fire requirements. Each such owner, tenant, or occupant shall remove at his own expense any rubbish or trash of any character which may accumulate on its site and keep the unlandscaped areas maintained and free from weeds and other unsightly plant growth, rubbish, and debris. Rubbish, trash, garbage, or other waste shall be kept only in sanitary containers which shall be screened from view from all streets. Rubbish and trash shall not be disposed of on the premises by burning in open fires. Each mobile home site shall be maintained free of excessive insect or rodent infestation.

ARTICLE VI
ENFORCEMENT

Section 6.1. Abatement and Suit. The conditions, covenants, restrictions, and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the Association and the owners of every mobile home site on the property. These conditions, covenants, reservations, and restrictions may be enforced as provided hereinafter by the Association acting for itself and as trustee on behalf of all the owners of mobile home sites. Each owner by acquiring an interest in the property shall appoint irrevocably the Association as his attorney-in-fact for such purposes; provided, however, that if a building site owner notifies the Association of a claimed violation of these conditions, covenants, restrictions, and reservations and the Association fails to act within thirty (30) days after receipt of such notification, then, and in that event only, an owner may separately, at his own cost and expense, enforce the conditions, covenants, restrictions, and reservations herein contained. The Association upon receiving notice of a claimed violation of these conditions, covenants, restrictions, and reservations, shall give notice to the mobile home site owner to remove, repair, or correct the condition giving rise to the violation within ten (10) days of the date on which notice is received. If the mobile home site owner fails to remove, repair or correct the violation within the ten (10) day period, the Association shall have the right to enter upon the portion of the property whereon said violation exists and to summarily abate and remove at the expense of the owner any structure, thing, or condition that exists thereon contrary to the intent and meaning of the provisions hereof, or to commence legal action against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions, and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

Section 6.2. Violations Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an owner, tenant, or occupant shall be applicable against every such violation and may be exercised by the Association or any owner as provided in Section 6.1 hereof. Damages and other remedies at law are hereby declared not to be adequate and violations or threatened violations of covenants, conditions, restrictions, and reservations contained herein may be enjoined or restrained. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. The failure of the Association to enforce any of the conditions, covenants, restrictions, and reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenant restrictions, or reservations, and the Association shall not be liable for any such failure to enforce.

Section 6.3. Liens of Mortgages Not Affected. Anything contained herein to the contrary notwithstanding, a breach of any of the covenants, conditions, restrictions and reservations contained herein, and charges or re-entry by reason of any such breach shall not defeat or render invalid the lien of any mortgage made for value and in good faith as to the property or any portion thereof or any improvement thereon, but said covenants, conditions, restrictions and reservations shall be binding upon and effective as against any owner thereof whose title thereto is acquired by foreclosure or otherwise.

ARTICLE VII
TERMS, TERMINATION, MODIFICATION, AND ASSIGNMENTS

Section 7.1. Term. This Declaration, every provision hereof, and every covenant, condition, restriction, and reservation contained herein shall continue in full force and effect for a period of twenty (20) years from the date hereof, and shall thereafter be renewed automatically for successive ten-year periods unless and until terminated as provided in Article VII, section 7.2 hereof.

Section 7.2. Termination and Modification. This Declaration or any provision hereof, or any covenant, condition, restriction, or reservation contained herein, may be terminated, extended, modified, or amended, as to the whole of said property or any portion thereof, with the written consent of the owners of seventy-five (75%) of the property subject to these restrictions; provided, however, that during the initial twenty (20) year term of these covenants, no such termination, extension, modification, or amendment shall be effective without the written approval of Developer. Such termination, extension, modification, or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by such Owners (and by Developer if required herein), in the office of the Register of Deeds of Sedgwick County, Kansas.

Section 7.3. Assignments of Developer's Rights and Duties. Any and all of the rights, powers, and reservations of Developer herein contained may be assigned by Developer to any person, corporation, or association which will assume any or all of the duties of Developer hereunder, and upon any such person, corporation, or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume Developer's duties hereunder, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Developer herein. Upon such assignment, and to the extent thereof, Developer shall be relieved from all liabilities, obligations, and duties hereunder. The term "Developer" as used herein includes all such assignees and their heirs, successors, and assigns. If at any time Developer ceases to exist and has not made such an assignment, a successor Developer may be appointed by the owners of seventy-five percent (75%) of the property upon compliance with the requirements of the last sentence of Section 7.2 of this Article VII.

ARTICLE VIII
MISCELLANEOUS

Section 8.1. No Waiver. All of the conditions, covenants, restrictions, and reservations contained in this Declaration of Protective Covenants shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions, and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions, and reservations or any part thereof shall be thereby affected or impaired.

Section 8.2. Invalidation. Invalidation of any one or more of the provisions contained in the Declaration of Protective Covenants by judgments or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

Section 8.3. Benefits and Burdens. (a) The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Developers, the Owners of all mobile home sites located within the property, the Owners of additional property made subject to this Declaration of Protective Covenants, and their respective heirs, successors, personal representatives, and assigns.

(b) All restrictions, conditions, covenants, and agreements contained herein are made for the direct, mutual, and reciprocal benefit of each and every part and parcel of the property; shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective Owners of all parcels and privity of contract and estate between all grantees of said parcels, their heirs, successors, and assigns; and shall, as to the Owner of each parcel, his heirs, successors, and assigns, operate as covenants running with the land for the benefit of all other parcels.

Section 8.4. Notice. Any notices required or permitted herein shall be in writing and delivered or mailed, postage prepaid by registered or certified mail, return receipt requested, and shall be directed as follows: If intended for a mobile home site Owner (1) to the address of the mobile home site if occupied; (2) if the mobile home site is not occupied, to the address set forth in the purchase contract or purchase contract application; (3) if none of the foregoing, to the last known address of the Owner. If intended for the Developer to the address previously set forth herein unless the Developer shall have filed a certificate with the Register of Deeds of Sedgwick County, Kansas, setting forth a different address to which notices hereunder are to be sent.

Section 8.5. Existing Uses. Notwithstanding anything to the contrary contained herein, nothing contained herein shall prohibit, restrict, or affect any use being made on any mobile home site or require any modification of any improvement located thereon which use or improvement shall have been in existence on the date this instrument is recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

Section 8.6. Paragraph Headings. Paragraph headings are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope or intent of the particular section to which they refer.

EXHIBIT A

Lots 1 thru 16 inclusive, Block A

Lots 1 thru 40 inclusive, Block B

Lots 1 thru 19 inclusive, Block C

Reserves A thru O

All in plat Pinewood Estates Addition.

IN WITNESS WHEREOF, the undersigned, being the grantor herein, has hereunto set its hand and seal this 17th day of January, 1978.

TAMARAC DEVELOPMENT COMPANY, INC.

By *David L. Palmer*
David L. Palmer
President

ATTEST:

Steven R. Ewing
Steven R. Ewing
Secretary

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 17th day of January, 1978, before me, the undersigned, a notary public within and for said county and state, personally appeared David L. Palmer, President of Tamarac Development Company, Inc., a corporation duly organized under the laws of the state of Kansas, and such person duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

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



Kay M. Young
Notary Public

My commission expires April 13, 1980

December 15, 1977

Robert Feldner, Superintendent of Central Inspection
Curtis L. Newby, Junior Planner

S/D 77-47 Pinewood Estates Addition - Submission of final Design plans for storm drainage for approval prior to issuance of building permits.

We have been advised by Dick Linn, City Engineer, that on the above referred to plat, the applicant, in addition to guaranteeing the storm drainage improvements required on the plat, has agreed to submit final detailed design plans for the storm sewer pumping station and outfall system to be constructed on the subject property at the time he requests building permits.

Approval of these storm sewer design plans needs to be given by the City Engineer before issuance of permits on the property. We would suggest that you contact the City Engineer regarding this matter, since the storm sewer system is critical to the development of the subject property. Attached herewith, for your information, is a copy of the plat which has been released for recording.

Curtis L. Newby
Junior Planner

Robert A. Lakin
Director of Planning

cc:
Dick Linn, City Engineer
Ray Bruggeman, Director of Public Works
Steve Ewing, 6136 East 9th St., Wichita, Kansas 67208

December 9, 1977

Don Gisick, City Clerk
Curtis L. Newby, Junior Planner
S/D 77-47 Pinewood Estates

Attached herewith are two documents associated with the above referred to plat approved by the Board of City Commissioners on November 22, 1977. One is an irrevocable letter of credit in the amount of \$10,000 from the Fourth National Bank & Trust Company, guaranteeing the construction of a storm sewer pumping system, and pressurized line from the pump to the outlet box. This letter of credit needs to be scheduled on the City Commission agenda for December 20, 1977, with the recommended action to "receive and file". The second document is a Homeowners Association Agreement for the subject plat which needs to be filed with the Register of Deeds, the filing cost of which should be billed to the applicant, Mr. Steve Ewing, P. O. Box 180S, Wichita, Kansas 67218.

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

Curtis L. Newby
Junior Planner

CLN:et
Encl 2

Robert A. Lakin
Director of Planning

RECEIVED
NOV 17 1977
Engineering Division

IRREVOCABLE LETTER OF CREDIT

(No. 519)

Fourth National Bank & Trust Company, Wichita, Wichita, Kansas
(Name and address of bank)

Date: November 16, 1977

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 \$ 10,000 for the account of Tamarac Development Company, 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 October 13, 1979 (6)
(Insert date two years from MAPC approval of plat).

1. Storm sewer pumping system, and pressurized line from the pump to the outlet box.
- 2.
- 3.

in Pinewood Estates (SYS 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 Fourth National Bank & Trust Co., Wichita, Credit No. 519, dated November 16, 1977
(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 December 13, 1979
(insert a date at least 60 days after the date on line 6)

Very truly yours,

Fourth National Bank & Tr. Co., Wichita
(Name of bank)

By: [Signature]
(Authorized signature)



Kath Grunke

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 21st day of November, 1977, by TAMARAC DEVELOPMENT COMPANY, INC. called "Grantors", who are the present record title holders of certain real property situated in Sedgwick County, Kansas, more particularly described in Exhibit "A" hereto, which land is referred to herein as the "property"

ARTICLE I

RECITALS

Section 1.1. WHEREAS, Grantors are the owners of the real property described in Exhibit "A", and are desirous of subjecting the real property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall insure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

Section 1.2. NOW, THEREFORE, the Grantors hereby declare that the real property described in and referred to in Exhibit "A" hereof is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

ARTICLE II

DEFINITIONS

Section 2.1. Definition of Terms:

- A. "Mobile Home" shall mean a movable, detached single-family dwelling unit with all of the following characteristics:
 - a. Designed for long term occupancy, and containing accommodations, a flush toilet, a tub or shower bath, kitchen facilities, and having plumbing and electrical connections provided for attachment to outside systems;
 - b. Designed and constructed on a chassis that is capable of being transported after fabrication on its own wheels (or detachable wheels);
 - c. Arrive at the site where it is to be occupied as a dwelling complete, and ready for occupancy except for minor and incidental unpacking and assembly operations, location on supports, connection to utilities, and the like; and
 - d. Not be placed on a foundation as required for a permanent structure.
- B. "Building" shall mean any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.
- C. "Outbuilding" shall mean an enclosed, covered structure not directly attached to a mobile home to which it is appurtenant.
- D. "Improvements" shall mean outbuildings, fences, masonry walls, hedges, mass plantings, exterior antenna and other usual appurtenances common to dwelling usage or common thereto during the existence of these covenants.
- E. "Association" shall mean and refer to Pinewood Estates Homeowner's Association, its successors and assigns.
- F. "Reserve Area" shall mean all real property owned by the association for the common use and enjoyment of the owners. The reserve areas are shown upon the recorded subdivision plat.
- G. "Developer" shall mean Tamarac Development Company, Inc., a Kansas corporation, its successors and assigns.
- H. "Reserve Facilities" shall mean all improvements constructed upon the reserve area by the developer or association for the common use and enjoyment of the association.

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GENERAL PURPOSES OR CONDITIONS

Section 3.1. The real property described in exhibit "A" is subjected to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each mobile home site thereof; to protect the owners of said sites against such improper use of surrounding mobile home sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed or improperly proportional structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the establishment of attractive mobile homes thereon, with appropriate locations thereof on mobile home sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; provide adequate off-street parking; insure proper maintenance; promote the welfare and safety of the occupants and owners of mobile home sites, and in general to provide for a high type and quality of improvement on said property.

ARTICLE IV

HOMEOWNERS ASSOCIATION

Section 4.1. Declaration. Developer will cause to form a non-profit corporation to be known as "Pinewood Estates Homeowners Association" prior to the sale or conveyance of any lot within the property. Such homeowners association agreement, in addition to the articles, by-laws, and provisions thereof for the management and operation of the said association shall specifically include provisions hereinafter set forth, each and all of which are for the benefit of said property, shall apply to, bind and run with the said real property described and successive owners thereof.

Section 4.2. Membership. The acquisition of a mobile home site carries with it a membership in the said non-profit corporation, with the liabilities and benefits of such membership. Membership shall be appurtenant to and may not be separated from ownership of any lot. Said association shall be a non-profit corporation whose income is not to inure to the benefit of its members but which shall be held to retire common expenses.

Section 4.3. Conveyance of Reserve Area. The Developer hereby covenants that it will convey fee title of the reserve areas as denoted on the site development plan filed in the office of the metropolitan Area Planning Commission, Wichita, Sedgwick County, Kansas, and said conveyance to be prior to the sale or conveyance of any lot within the property.

Section 4.4. Property Rights. Subject to the right of the association to regulate the use of said Reserve Areas, every owner shall have a non-exclusive easement of enjoyment in and to the reserve area which shall be appurtenant to and shall pass with the title to every lot. Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, invitees, or licensees, subject to the right of the association to regulate the use of said common area.

Section 4.5. Architectural Control. No construction of any nature whatsoever shall be commenced or maintained upon any particular lot or the reserve areas and facilities appertaining thereto after the purchase of such lot from the developer, its successors or assigns, nor shall any exterior addition to or change or alteration therein be made unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association.

Section 4.6. Reserve Area Landscaping. Landscaping of the reserve areas shall generally comply with the landscaping plan provided by the developer.

Section 4.7. Maintenance and Repairs. The Association shall have the exclusive management and control of common or Reserve Areas and facilities which have been conveyed to it. The Association shall have the sole responsibility for the operation, maintenance, and preservation of all reserve facilities conveyed

to it, and shall operate, maintain, and preserve said reserve areas and facilities in accordance with and subject to these covenants, conditions, and restrictions. The responsibility of the association is as follows:

- A. To repair and maintain all private drives and parking areas within the reserve areas to City of Wichita standards.
- B. To maintain all landscaping in reserve areas, easements, and right of ways as to City of Wichita standards.
- C. To maintain, repair, or replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services located within the reserve areas and facilities.
- D. To maintain and repair the interior and exterior of the community building storm shelter, and recreational amenities.
- E. To provide adequate maintenance and repair necessary for the storm drainage system; to include the storm drainage pump, pond and pond banks, and drainage easements.
- F. To provide adequate maintenance and repair for the entrance lighting and signage, privacy fencing, and security fencing erected on said property.
- G. To provide required maintenance of all open recreational areas, facilities, and future amenities approved by the association.

Section 4.8. Maintenance Provision. Upon the failure of the association to properly and adequately maintain any part of the reserve areas, the City of Wichita may cause notice to be served on the Association of its failure to so maintain, setting out the manner in which it has failed to perform, and granting it ten days within which to perform all the items designated in said notice. After said ten days the city may enter upon the property to perform the work described in said notice of deficiency, and the cost of such work performed by the city may be assessed against the property in the same manner as provided by law for such assessment and said assessment may be established as a lien upon the land. Should the Association, upon receipt of said notice, take exception to any deficiencies designated therein, the Association may within the ten-day period appeal to the board of City Commissioners for a hearing on the property of the contents of said notice, and until said appeal is heard and determined the matter shall be stayed.

Section 4.9. Insurance. The Association's Board of Directors shall have the authority to and shall obtain insurance for all of the improvements on the property (with the exception of improvements and betterments made by the respective owners at their expense) against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

Section 4.10. Assessments. Each owner of any lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) Special assessments for capital improvements, such assessments to be established and collected as provided in the Homeowners Association Agreement. The assessments levied by the association exclusively shall be used to promote the recreation, health, safety, and welfare of the residents in the properties by the improvement and maintenance of the reserve areas, as is provided for in the by-laws of the association.

ARTICLE V

GENERAL USE RESTRICTIONS

Section 5.1. Improvements, Generally. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling. Accessory structures including carports and storage buildings are permitted if constructed according to designs provided by developer or an alternative approved by the Association's Board of Directors.

Section 5.2. Setbacks and Easements. All lot setbacks and easements for utility installations and maintenance affecting all lots subject to these covenants are reserved as shown on the recorded plat of Pinewood Estates, a subdivision in

Wichita, Sedgwick County, Kansas, hereinbefore described and referred to. No building or permanent structure except utilities and drainage facilities shall be placed or permitted to remain in areas of drainage and utility easements as indicated on the face of the recorded plat.

Section 5.3. Utilities. All mobile home owners are to provide their own utility hook-ups (to include but not limited to water, gas, electricity, telephone and sewer). Utilities are provided to each lot by Developer.

- A. Gas meter locations as located on the gas meter location map are not to be moved or altered. No gas lines are to be buried under mobile homes. A gas shut-off valve at the riser of the mobile home is required and a flexible connection within six feet of the mobile home provided. Should natural gas not be available, L.P. gas or butane gas may be used provided that tanks are screened from view and comply with all city and state regulations.
- B. Any electric service cable running from any residence on any lot to the nearest junction box or secondary pedestal shall be installed underground, and shall be owned, operated, and maintained in good condition by the owner.
- C. No individual water supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of county authorities. Approval of such system as installed shall be obtained from such authority.

Section 5.4. Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided. Adequate off-street parking shall be provided by each owner for visitors.

Section 5.5. Driveways. All reserve driveways shall have unobstructed access to a public street. Private driveways shall be surfaced with concrete to city standards and shall be properly maintained to insure the welfare and safety of the occupants and owners of the mobile home sites. Private concrete driveways shall be a minimum of twenty feet wide and extend approximately forty-five feet beyond the property line. All off-street parking drives shall be paved and properly graded to assure proper drainage.

Section 5.6. Skirting. All open areas situated between ground level and the floor of the home shall be completely skirted and enclosed within sixty (60) days after said home has been installed on each lot.

Section 5.7. Anchorage. Every mobile home shall be anchored to the ground by a method approved by the city Inspection Office. This anchorage shall be adequate to withstand the minimum horizontal wind and uplift pressures as set forth in the building code of the City of Wichita, Kansas.

Section 5.8. Permanence. A mobile home shall not be permanently attached to the ground or placed on a concrete or masonry foundation.

Section 5.9. Businesses. It is hereby provided that no retail, wholesale, manufacturing or repair business of any kind shall be permitted on any mobile home site or in any detached single-family or appurtenant structure erected thereon, even though this does not include the employment of any additional person or persons in the performance of such services. No activity which may be or become any annoyance or nuisance to the neighborhood, shall be carried on upon any mobile home site or in any detached dwellings or appurtenant structures erected thereon.

Section 5.10. Outbuildings. No basement, tent, shack, garage, barn or other building erected on a mobile home site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole upon said land.

Section 5.11. Animals. No animals or poultry of any kind, other than house pets belonging to the household of the premises shall be kept or maintained on any part of the real property subject to these covenants.

Section 5.12. Signs. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted without the consent in writing of the committee, provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each building site, which signboard shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Section 5.13. Landscaping. All individual lot landscaping shall generally conform to landscaping plans provided by developer and shall be attractively landscaped and maintained in harmony with the general character of the landscaping of the subdivision. It shall be the responsibility of the owner of a mobile home site to landscape and maintain the area between the lot lines of said owner's site and the curbs of any public or reserve roadway adjacent to such mobile home site.

Section 5.14. Mineral Restrictions. Oil drilling, oil development operations, refining, mining operation of any kind or quarrying shall not be permitted upon or in any of the mobile home sites subject to these covenants, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

Section 5.15. Partial Construction. No structure shall remain partially constructed any longer than is reasonably necessary, and no excavation shall be made except in connection with construction of improvements, and upon completion thereof exposed openings shall be filled and disturbed ground shall be properly graded and landscaped.

Section 5.16. Vehicles. No owner of any lot shall permit any vehicle owned by him or by any member of his family or by acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any private drive within the existing property for a period of twenty-four (24) hours. Should any such owner fail to remove such vehicle within one (1) day following the date on which notice is given to him by the Association informing him of a violation of this provision, the association may have such vehicle removed and charge the expense of removal to said owner or purchaser. A vehicle may be deemed to be in an extreme state of disrepair when in the opinion of the Board of Directors of the Association its presence offends the reasonable sensibilities of the occupants of the neighborhood.

Section 5.17. Mobile Homes. No mobile home will be placed on any lot without prior approval of the Association, it being the intention and purpose of the covenant to assure that all mobile homes shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. Said home must have complete sanitary facilities, including a lavatory, toilet, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with state and county health requirements. Upon demand of the Association, a photo of the home shall be furnished as a condition for approval.

Section 5.18. Rental. Any lot held for rental purposes will be subject to all of the covenants, conditions, and restrictions as set forth and it will be the owner's responsibility to enforce them.

Section 5.19. Security Fencing. If a security fence is erected around the perimeter of the property by the developer, no owner shall be permitted to alter this fence.

Section 5.20. Antennas. No exposed or exterior radio transmission or receiving antennas shall be permitted. Television receiving shall be permitted if of a standard type normally used in the area. This restriction may be waived by the Association Board of Directors.

Section 5.21. Maintenance. Each owner of any mobile home site shall keep his buildings, improvements, and appurtenances thereon in a safe, clean, maintained, neat, properly painted, wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, and health, police, and fire requirements. Each such owner, tenant, or occupant shall remove at his own expense any rubbish or trash of any character which may accumulate on its site and keep the unlandscaped areas maintained and free from weeds and other unsightly plant growth, rubbish, and debris. Rubbish, trash, garbage, or other waste shall be kept only in sanitary containers which shall be screened from view from all streets. Rubbish and trash shall not be disposed of on the premises by burning in open fires. Each mobile home site shall be maintained free of excessive insect or rodent infestation.

ARTICLE VI

ENFORCEMENT

Section 6.1. Abatement and Suit. The conditions, covenants, restrictions, and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the Developers and the owners of every mobile home site on the property. These conditions, covenants, reservations, and restrictions may be enforced as provided hereinafter by Developer acting for itself and as trustee on behalf of all the owners of mobile home sites. Each owner by acquiring an interest in the property shall appoint irrevocably the Developer as his attorney-in-fact for such purposes; provided, however, that if a building site owner notifies Developer of a claimed violation of these conditions, covenants, restrictions, and reservations and Developer fails to act within thirty (30) days after receipt of such notification, then, and in that event only, an owner may separately, at his own cost and expense, enforce the conditions, covenants, restrictions, and reservations herein contained shall give to the Developer the right to enter upon the portion of the property wherein said violation or breach exists and to summarily abate and remove at the expense of the owner any structure, thing, or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions, and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

Section 6.2. Violations Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an owner, tenant, or occupant shall be applicable against every such violation and may be exercised by Developer or any owner as provided in Section 6.1 hereof. Damages and other remedies at law are hereby declared not to be adequate and violations or threatened violations of covenants, conditions, restrictions and reservations contained herein may be enjoined or restrained. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. The failure of the Developer to enforce any of the conditions, covenants, restrictions, and reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenant restrictions, or reservations, and Developer shall not be liable for any such failure to enforce.

Section 6.3. Liens of Mortgages Not Affected. Anything contained herein to the contrary notwithstanding, a breach of any of the covenants, conditions, restrictions and reservations contained herein, and charges or re-entry by reason of any such breach shall not defeat or render invalid the lien of any mortgage made for value and in good faith as to the property or any portion thereof or any improvement thereon, but said covenants, conditions, restrictions and reservations shall be binding upon and effective as against any owner thereof whose title thereto is acquired by foreclosure or otherwise.

ARTICLE VII

TERMS, TERMINATION, MODIFICATION, AND ASSIGNMENTS

Section 7.1. Term. This Declaration, every provision hereof, and every covenant, condition, restriction, and reservation contained herein shall continue in full force and effect for a period of twenty (20) years from the date hereof, and shall thereafter be renewed automatically for successive ten-year periods unless and until terminated as provided in Article VII, Section 7.2 hereof.

Section 7.2. Termination and Modification. This Declaration or any provision hereof, or any covenant, condition, restriction, or reservation contained herein, may be terminated, extended, modified, or amended, as to the whole of said property or any portion thereof, with the written consent of the owners of seventy-five (75%) of the property subject to these restrictions; provided, however, that during the initial twenty (20) year term of these covenants, no such termination, extension, modification, or amendment shall be effective without the written approval of Developer. Such termination, extension, modification, or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by such Owners (and by Developer if required herein), in the office of the Register of Deeds of Sedgwick County, Kansas.

Section 7.3. Assignments of Developer's Rights and Duties. Any and all of the rights, powers, and reservations of Developer herein contained may be assigned by Developer to any person, corporation, or association which will assume any or all of the duties of Developer hereunder, and upon any such person, corporation, or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume Developer's duties hereunder, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Developer herein. Upon such assignment, and to the extent thereof, Developer shall be relieved from all liabilities, obligations, and duties hereunder. The term "Developer" as used herein includes all such assignees and their heirs, successors, and assigns. If at any time Developer ceases to exist and has not made such an assignment, a successor Developer may be appointed by the owners of seventy-five percent (75%) of the property upon compliance with the requirements of the last sentence of Section 7.2 of this Article VII.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. No Waiver. All of the conditions, covenants, restrictions, and reservations contained in this Declaration of Protective Covenants shall be construed together, but if it shall at any time be held that any one of said conditions, covenants, restrictions, and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions, and reservations or any part thereof shall be thereby affected or impaired.

Section 8.2. Invalidation. Invalidation of any one or more of the provisions contained in the Declaration of Protective Covenants by judgments or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

Section 8.3. Benefits and Burdens. (a) The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Developers, the Owners of all mobile home sites located within the property, the Owners of additional property made subject to this Declaration of Protective Covenants, and their respective heirs, successors, personal representatives, and assigns.

(b) All restrictions, conditions, covenants, and agreements contained herein are made for the direct, mutual, and reciprocal benefit of each and every part and parcel of the property; shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective Owners of all parcels and privity of contract and estate between all grantees of said parcels, their heirs, successors, and assigns; and shall, as to the Owner of each parcel, his heirs, successors, and assigns, operate as covenants running with the land for the benefit of all other parcels.

Section 8.4. Notice. Any notices required or permitted herein shall be in writing and delivered or mailed, postage prepaid by registered or certified mail, return receipt requested, and shall be directed as follows: If intended for a mobile home site Owner (1) to the address of the mobile home site if occupied; (2) if the mobile home site is not occupied, to the address set forth in the purchase contract or purchase contract application; (3) if none of the foregoing, to the last known address of the Owner. If intended for the Developer to the address previously set forth herein unless the Developer shall have filed a certificate with the Register of Deeds of Sedgwick County, Kansas, setting forth a different address to which notices hereunder are to be sent.

Section 8.5. Existing Uses. Notwithstanding anything to the contrary contained herein, nothing contained herein shall prohibit, restrict, or affect any use being made on any mobile home site or require any modification of any improvement located thereon which use or improvement shall have been in existence on the date this instrument is recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

Section 8.6. Paragraph Headings. Paragraph headings are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope or intent of the particular section to which they refer.

IN WITNESS WHEREOF, the undersigned, being the grantor herein, has hereunto set its hand and seal this 21st day of November, 1977.

TAMARAC DEVELOPMENT COMPANY, INC.

By

David L. Palmer
David L. Palmer
President

ATTEST:

Steven R. Ewing
Secretary
Steven R. Ewing

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 21st day of November, 1977, before me, the undersigned, a notary public within and for said county and state, personally appeared David L. Palmer, President of Tamarac Development Company, Inc., a corporation duly organized under the laws of the state of Kansas, and such person duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

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



Kay M. Young
Notary Public

My commission expires

April 13, 1980

EXHIBIT A

Lots 1 thru 16 inclusive, Block A

Lots 1 thru 40 inclusive, Block B

Lots 1 thru 19 inclusive, Block C

All in plat Pinewood Estates Addition.

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 77-47 Name Pinewood Estates
Application & Sketch Filed: 4-11-77
Preliminary Plat Filed: 4-11-77 Approved by S/D: 4-21-77
Final Plat Filed: 5-20-77 Approved by S/D: 6-2-77
Approved by Metropolitan Area Planning Commission: 6-9-77

DESCRIPTION

General Location: On the west side of Hydraulic in an area south of 51st Street South.

Surveyor or Engineer: Delamater, Freund and Scherer
Owner: Tamarac Development Co., Inc.
Address: 6136 E. 9th Street, Wichita, Kansas 67208

- | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-----------------------|
| 1. Gross Acreage of Plat <u>20.4</u> | 6. Access Control | |
| 2. Number of Lots: | St. Hydraulic | No. Openings <u>0</u> |
| Residential <u>75</u> | St. _____ | No. Openings _____ |
| Commercial _____ | St. _____ | No. Openings _____ |
| Industrial _____ | 7. Req'd Improvements | |
| Other _____ | St. Paving <u>rgd</u> | Water <u>rgd</u> |
| Total Number of Lots: <u>75</u> | Sidewalk <u>rgd</u> | Drainage <u>rgd</u> |
| 3. Minimum Lot Area: <u>0.16</u> Acres | Sewer <u>rgd</u> | Other <u>none</u> |
| 4. Existing Zoning <u>G</u> | | |
| 5. Special Problems Discussed: Requirements for sidewalks of the new sidewalk policy. / Valid petitions have been submitted guaranteeing the installation of public water supply. Valid petitions have been submitted guaranteeing the extension of sanitary sewer, paving of streets and the installation of a public water supply. A certificate has been submitted certifying the petitions and a sidewalk acknowledgment has also been submitted. | | |

Planning Commission Recommendation:

That this plat be approved subject to:

A. The applicant submitting restrictive covenants for recording, or a recorded copy of the approved covenants being submitted for the files, said covenants to contain provisions of the maintenance of all non-public open space, parking areas, drainage areas and drainage improvements in non-public areas.

B. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Savina moved, Bayouth seconded, and it carried unanimously.

What about the covenant requiring at least 3 off street parking spaces per lot?

ACTION: Approve the petitions and instruct the Director of Law to prepare the necessary resolutions and instruct the City Clerk to file the certificate and the sidewalk acknowledgement 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, authorize the Mayor to sign and instruct the Planning Department to withhold release of the plat for recording until the restrictive covenants have been submitted.

ACKNOWLEDGEMENT

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

I, Tamarac Development Company, Inc., owner of
(give name of proposed plat, if appropriate) _____
Pinewood Estates

do hereby acknowledge that in accordance with the sidewalk policy
of the City of Wichita, construction of sidewalks is required on
the following streets within the addition:

1. Idlewild
2. Lulu
3. Victoria
4. 52nd St. South
5. Ellis
- 6.
- 7.

This is to place on notice all owners of lots and sub-
sequent owners thereof within said addition that as a result of
the above cited policy, said owners and subsequent owners thereof
are responsible for seeing that sidewalks are installed or guar-
anteed by cash or other acceptable financial means as a precondition
of the issuance of a building permit for all development occurring
on lots or portions there of within Pinewood Estates

_____ Addition.

Signed this 9th day of November, 1977.

Tamarac Development Company, Inc.

David L. Palmer (resident)

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

Be it remembered that on this 9th day of November,
1977, before me, a notary public in and for said County and
State, came David L. Palmer, to me personally
known to be the same person who executed the foregoing 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.

Say M. Hung
Notary Public

My Commission expires:

April 13, 1980

CERTIFICATE

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

I, Tamarac Development Company, Inc., owner of
(give name of proposed plat, if appropriate) _____
PINEWOOD ESTATES

do hereby certify that petitions for the following improvements
have been submitted to the Board of Commissioners of the City of
Wichita, Kansas:

1. Concrete Paving
2. Lateral Sewer Service
3. Water Service
- 4.
- 5.
- 6.
- 7.

As a result of the above-mentioned petitions for
improvements, lots or portions thereof within Pinewood
Estates Addition may be subject to special
assessments assessed thereto for the cost of constructing the
above-described improvements.

Signed this 9th day of November, 19 77.

TAMARAC DEVELOPMENT COMPANY, INC.

David L. Palmer
David L. Palmer (President)

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

Be it remembered that on this 9th day of November,
19 77, before me, a notary public in and for said County and State,
came David L. Palmer, to me personally
known to be the same person who executed the foregoing 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.

Kay M. Young
Notary Public

My Commission Expires:

April 13, 1980

THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE November 10, 1977



TO Jack H. Galbraith, Chief Planner
FROM Bill H. Otten, Chief Engineer-Water Engineering
SUBJECT Pinewood Estates Addition

The plattors of Pinewood Estates Addition have submitted a valid 100% petition for a water benefit district to serve this plat. Therefore, our requirements for water service to this area have been fulfilled. The petition and resolution will be placed on the City Commission Agenda for approval on or about November 22, 1977.

A handwritten signature in black ink that reads "Bill H. Otten".

Bill H. Otten
Chief Engineer-Water Engineering

BHO:ak

LAW OFFICES OF

John C. Frank

Douglas
104 SOUTH BROADWAY
WICHITA, KANSAS 67202

John C. Frank
Robert L. Nucklin
Raymond W. Baker
Morris D. Birch

June 24, 1977

TELEPHONE 264-0345
AREA CODE 316

Metropolitan Area Planning Commission
Wichita, Kansas

Gentlemen:

Pursuant to the request of Tamarac Development Company, Inc., I have examined the abstract of title to the following described real estate:

Lots 1 and 2, SYS Addition,
Wichita, Sedgwick County, Kansas.

The abstract is certified to June 21, 1977, at 7:00 a.m. with 72 entries.

Subject to the correctness of the abstract, title to the above-described real estate is vested in:

Tamarac Development Company,

subject to the following:

1. A mortgage in the principal sum of \$63,600.00 from Tamarac Development Company, Inc., a Kansas Corporation, dated October 13, 1976, and recorded in the Register of Deeds office for Sedgwick County, Kansas, on October 15, 1976, in Film 213, page 1394, document number 299921.
2. In Case No. 35464 in the District Court of Sedgwick County, Kansas, the City of Wichita acquired a temporary construction easement for sewer construction described as beginning at a point 143.35 feet south of the NE corner of Lot 1, SYS Addition; thence West 188.7 feet; thence South 199.4 feet; thence East 20 feet; thence North 179.4 feet; thence East 168.7 feet; thence North 20 feet to the point of beginning, except that part occupied by permanent structure. The easement is to expire upon completion of the sewer. The appraisers filed their report on February 19, 1976,

valuing the damages to the property at \$15.00. You should determine whether the City of Wichita has paid to the Clerk of the District Court the amount of the appraiser's award together with the court costs and whether the plaintiff or any defendant filed a written notice of appeal with the Clerk of the District Court, or whether the City of Wichita has abandoned the condemnation proceedings.

3. Entry Nos. 68 & 69 of the abstract show that the property is included within the district specially benefitted by the construction of Lateral 33, Main 1, Southwest Interceptor Sewer, and will be subject to assessment upon completion of the sewer.

4. Entry No. 66 of the abstract shows that a petition for the following improvements have been submitted to the Board of Commissioners of the City of Wichita, Kansas;

1. Sanitary sewer lateral
2. Sidewalk-adjacent to the west side of Hydraulic Avenue.

Lots 1 and 2, SYS Addition, Wichita, Sedgwick County, Kansas, may be subject to assessment for the cost of constructing the above-described improvements.

5. Entry No. 65 of the abstract shows that a plat of "SYS Addition" has been filed which shows a 10 foot utility easement around the perimeter of the property except there is no easement along the property described as follows:

Commencing at the N.E. Corner,
thence South 173.99 feet.

There is a street dedication of 50 feet for Hydraulic Avenue. Abutter's rights of access to or from Hydraulic Avenue over the East lines of Lots 1 and 2 have been granted to the City of Wichita provided that Lots 1 and 2 shall have access to Hydraulic Avenue at one location to be designated by the City Engineer of the City of Wichita, Kansas. You should determine the location of the access for Lots 1 and 2.

6. Entry No. 58 of the abstract shows a deed to the Kansas Turnpike Authority, which is the part excepted in the description of the property included in the plat of the "SYS Addition". You should satisfy yourself as to the boundary lines of the title holders named herein and the Kansas Turnpike Authority.

Metropolitan Area Planning Commission
June 24, 1977
Page Three

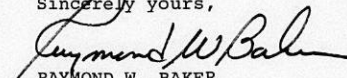
7. Entry No. 59 of the abstract shows a right-of-way easement granted by the Kansas Turnpike Authority to the Kansas Gas and Electric Company. You should satisfy yourself that this easement does not interfere with the projected development of the premises.

8. Entry No. 54 of the abstract shows a right-of-way agreement for right-of-way 825WV for Sedgwick County, Kansas. You should satisfy yourself that this right-of-way will not interfere with the projected development of the premises.

9. You should satisfy yourself that no person has recently furnished labor, equipment, material or supplies used or consumed for the improvement of the described property which could give rise to a mechanics lien. You should also ascertain the boundary lines of the premises and satisfy yourself that there are no encroachments upon the described premises.

10. Taxes for 1976 in the sum of \$1,382.87 plus interest are shown as unpaid. The taxes plus interest should be paid. Taxes for 1975 and prior years are paid.

Sincerely yours,



RAYMOND W. BAKER

RWB/mka

FOUR

PLEASE DO NOT FOLD OR MUTILATE

IMPORTANT - IF THIS STATEMENT IS \$10.00 OR LESS, IT MUST BE PAID IN FULL.

PLEASE CONTACT COUNTY ASSESSOR ON QUESTIONS ABOUT ASSESSED VALUATION

LEGAL DESCRIPTION

LOT 1 SYS ADDITION

PLEASE RETURN ALL COPIES OF THIS STATEMENT. DUE NOV. 1, FIRST HALF DELINQUENT DEC. 21, SECOND HALF DELINQUENT JUNE 21, WITH INTEREST AT 10% PER ANNUM

RE-04-0425-07-3
-8 -13225
A A SMITH ETAL
514 E GILBERT
WICHITA KS 67211

PLEASE INDICATE ANY CHANGE OF ADDRESS

MAKE CHECKS PAYABLE TO
SEDGWICK COUNTY TREASURER
WICHITA, KANSAS 67203 PH. (316) 268-7851

INTEREST
NOV 14/77 39.10
CA
4/1/79

VALUATION	MILL LEVY	GENERAL TAX	SPECIAL TAX	TOTAL TAX	FIRST HALF	SECOND HALF	INTEREST	PAID	RECEIPT NO.
2,700	104.928	282.332	931.000	1,294.332	647.166	647.166	1,232.42		175046

FOUR

PLEASE DO NOT FOLD OR MUTILATE

IMPORTANT - IF THIS STATEMENT IS \$10.00 OR LESS, IT MUST BE PAID IN FULL.

PLEASE CONTACT COUNTY ASSESSOR ON QUESTIONS ABOUT ASSESSED VALUATION

LEGAL DESCRIPTION

LOT 1 SYS ADDITION

PLEASE RETURN ALL COPIES OF THIS STATEMENT. DUE NOV. 1, FIRST HALF DELINQUENT DEC. 21, SECOND HALF DELINQUENT JUNE 21, WITH INTEREST AT 10% PER ANNUM

RE-04-0425-06-6
-8 -13216
A A SMITH ETAL
514 E GILBERT
WICHITA KS 67211

PLEASE INDICATE ANY CHANGE OF ADDRESS

MAKE CHECKS PAYABLE TO
SEDGWICK COUNTY TREASURER
WICHITA, KANSAS 67203 PH. (316) 268-7851

INTEREST
NOV 14/77
CA
4/1/79

VALUATION	MILL LEVY	GENERAL TAX	SPECIAL TAX	TOTAL TAX	FIRST HALF	SECOND HALF	INTEREST	PAID	RECEIPT NO.
270	104.928	49.32	140.23	189.55	94.77	94.78	194.17		275,945

1978 REAL ESTATE TAX

W. E. WOODARD, JR.,
Attorney at Law
310 Brown Building
105 S. Broadway
Wichita, Kansas, 67202
Telephone: 262-2607

FILED D-30905
APP DOCKET NO.
OCT 12 11 33 AM '76
DOROTHY I. VAN ARSDALE
CLERK

BTW

IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS

ARTIE G. SMITH (HOWE),
Plaintiff,
v.
ALBERT ANDREW SMITH,
Defendant.

CASE NO. D-30905
Div. No. V

S A T I S F A C T I O N

NOW on this 11th day of October, 1976, the Plaintiff in this matter comes on to state, that under the Divorce Decree entered in this matter on November 4, 1974, and pursuant to Property Agreement filed herein on February 19, 1975, to become effective on June 1, 1975, providing for the annual payment of Alimony, that the Plaintiff has been paid all past due payments and has been satisfied on all Alimony payments to date.

Artie G. Howe (Smith)
ARTIE G. SMITH (HOWE)



Certificate of Clerk of the District Court. The above is a true and correct copy of the original instrument which is on file or of record in this court.

Done this 23 day of June 1977

DOROTHY I. VAN ARSDALE, Clerk

By Suzanne D. Edwards Deputy

October 13, 1977

Delamater, Freund and Scherer, P. A.
412 Century Plaza
Wichita, Kansas 67202

Re: S/D 77-47 - Revised final plat
of PINWOOD ESTATES

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on October 13, 1977, 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 October 12, 1977.

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:

- ✓ Compliance with the requirements of the Metropolitan area Planning Department.
- ✓ Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- ✓ Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the platator.
- ✓ Certification that all taxes due and payable for 1976 and prior years have been paid.

Please call if you have any questions.

Sincerely yours,

Jack H. Galbraith
Chief Planner

JHG:bh
cc: Tamarac Dev. Co., Inc., 6136 E. 9th, 67208
Dean Sellers, Assistant City Engineer

October 12, 1977

Delamater, Freund & Scherer, P.A.
412 Century Plaza
Wichita, Kansas 67202

Re: S/D 77-47 - Revised final plat
of PINWOOD ESTATES

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, October 6, 1977, the above captioned plat was considered. The action of the Committee was to recommend that this plat be reapproved, subject to:

- OK - but need signed copy for recording or recorded copy for file*
Restrictive covenants which contain provisions for the maintenance of all common nonpublic areas and which provide for at least three off-street parking spaces per lot shall be submitted to the Planning Department for review and approval and for recording with the plat.
- in need petitions returned from log*
As previously recommended by the Subdivision Committee, the applicant shall guarantee the paving of all interior streets to the 24-foot paving width standard except for Ellis which shall be paved to the 34-foot standard for conventional residential streets.
- need petition from log*
The applicant shall guarantee the extension of sanitary sewer to serve each lot.
- need memo from other plat petition so ok.*
The applicant shall guarantee the extension of city water to serve each lot.
- OK.*
The 10 foot utility easement indicated between Lots 37 and 38, Block B, may be deleted from the plat and a 10 foot utility easement shall be indicated between Lots 28 and 29, Block B.
- no longer needed as eas't to south has been shifted*
All side lot utility easements indicated on the plat shall be extended to the street right-of-way lines.

11-18-77

S/D 77-47
October 12, 1977
Page 2

ask
In accordance with the City's new sidewalk policy, the guarantee for the construction of sidewalks on both sides of all interior streets will be required at the time of issuance of building permits. Therefore, the applicant shall submit an instrument acknowledging this, which shall be recorded with the Register of Deeds. Because of the new sidewalk policy, the previously approved sidewalk plan for this plat is no longer applicable.

? *check with flood control*
The applicant shall guarantee any drainage improvements required by this plat.

- 11-19
- I. Reserve "K" and Reserve "L" in Block C shall be labeled on the face of the plat.
 - J. Recording of the plat within 30 days after approval by the Board of City Commissioners.

This matter will be forwarded to the Planning Commission for its consideration on Thursday, October 13, 1977, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Encl.

cc: Tamarac Development Co., Inc., 6136 E. 9th, 67208
Dean Sellers, Assistant City Engineer

Newby

TAMARAC DEVELOPMENT COMPANY, INC.
6136 EAST NINTH
WICHITA, KANSAS 67208
316-685-3082

October 5, 1977

Mr. Curtis Newby
City Hall - Tenth Floor
455 North Main Street
Wichita, Kansas 67202

Dear Mr. Newby:

Per your letter dated September 27, 1977 to DeLamater, Freund & Scherer you stated that an instrument acknowledging sidewalk guarantees be submitted to the register of deeds. I am proposing that the sidewalk guarantee acknowledgment be recorded within the homeowners restrictive covenants that I have submitted to you previously.

Please let me know if this procedure is appropriate under the new sidewalk policy guidelines at your earliest convenience.

I wish to thank you for your fair and equitable presentation of alternatives to the subdivision committee on October 5, 1977 concerning the sidewalk policy. I am greatly disappointed at the outcome as we will have to make cuts in the subdivision amenities, however, the project is at least back on a course of completion despite the setbacks.

Please feel free to contact me should you have any questions concerning this request.

Sincerely,

Steven R. Ewing

Steven R. Ewing



October 4, 1977

Mr. Wilmer Freund
Delamater, Freund and Scherer
Century Plaza Building
Wichita, Kansas 67202

Re: City Sidewalk Policy

Dear Wilmer:

Enclosed please find a draft copy of the City's revised Sidewalk Policy for your information.

If you have any questions, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN;el

Enclosure

September 30, 1977

Ray Bruggeman, Director of Public Works
Curtis L. Newby, Junior Planner


New City Sidewalk Policy - platting requirement

On September 29, 1977, the Planning Commission considered a final plat called Pinewood Estates, a mobile home subdivision plat containing some 75 lots and an open space recreational reserve. The applicants on the plat were concerned about their responsibility under the new sidewalk policy for installation of sidewalks. The Planning staff indicated to them that the new policy provided for the lot owner at the time building permits are issued to guarantee or install the sidewalk. The applicants were unconvinced that this is the case and therefore the action of the Planning Commission was to return the plat to the Subdivision Committee for discussion of the sidewalk policy as applied to this plat.

This matter will be discussed at the Subdivision Committee meeting of October 6, 1977, and we would appreciate someone from Central Inspection attending this discussion to answer questions concerning the sidewalk guarantee requirement in connection with building permits. If you have any questions concerning this matter, please call.

Curtis L. Newby
Junior Planner

APPROVED BY:



Robert A. Lakin
Director of Planning

CLN:rme

cc: Dick Linn, City Engineer
Robert Feldner, Superintendent of Central Inspection

September 30, 1977

Mr. Wilmer Freund
c/o Delamater, Freund and Scherer, P.A.
412 Century Plaza
Wichita, Kansas 67202

Re: S/D 77-47 - Final plat of
PINWOOD ESTATES

Dear Mr. Freund:

The Planning Commission at their regular meeting on September 29, 1977, considered the above-captioned plat. Inasmuch as you raised many questions concerning the new sidewalk policy and also indicated that you had not had an opportunity to review the sidewalk policy, the action of the Planning Commission was to return this case to the Subdivision Committee so that the matter of sidewalks could be resolved.

Attached is a copy of a sidewalk policy furnished to us by the Manager's Office. We understand that minor changes are being made to this policy prior to its being distributed to all interested parties.

If you have any questions concerning any item in this policy prior to next Thursday's Subdivision Committee meeting, please contact me so that I can attempt to either answer your questions or find the answers prior to the meeting.

Subject case will be scheduled for the Subdivision Committee meeting of October 6, 1977; this meeting to be held in the Board Room, First Floor, City Hall, beginning at 1:00 p.m.

Sincerely yours,

Jack H. Galbraith
Chief Planner

JHG:bh

cc: Tamarac Development Company, Inc. 6136 East Ninth, 67208
Dean Sellers, Assistant City Engineer

September 27, 1977

Delamater, Freund & Scherer, P.A.
412 Century Plaza
Wichita, Kansas 67202

Re: S/D 77-47 - Final plat of
PINWOOD ESTATES

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, September 22, 1977, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. Restrictive covenants which contain provisions for the maintenance of all common nonpublic areas and which provide for at least three off-street parking spaces per lot shall be submitted to the Planning Department for review and approval and for recording with the plat.
- B. As previously recommended by the Subdivision Committee, the applicant shall guarantee the paving of all interior streets to the 24-foot paving width standard except for Ellis which shall be paved to the 34-foot standard for conventional residential streets.
- C. The applicant shall guarantee the extension of sanitary sewer to serve each lot.
- D. The applicant shall guarantee the extension of city water to serve each lot.
- E. The 10 foot utility easement indicated between Lots 37 and 38, Block B, may be deleted from the plat and a 10 foot utility easement shall be indicated between Lots 28 and 29, Block B.
- F. All side lot utility easements indicated on the plat shall be extended to the street right-of-way lines.
- G. In accordance with the City's new sidewalk policy, the guarantee for the construction of sidewalks on both sides of all interior streets will be required at the time of issuance of building

S/D 77-47
September 27, 1977
Page 2

permits. Therefore, the applicant shall submit an instrument acknowledging this, which shall be recorded with the Register of Deeds. Because of the new sidewalk policy, the previously approved sidewalk plan for this plat is no longer applicable.

- H. The applicant shall guarantee any drainage improvements required by this plat.
- I. Reserve "K" and Reserve "L" in Block C shall be labeled on the face of the plat.
- J. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, September 29, 1977, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby
Junior Planner

CLN:rme
Encl.

cc: Tamarac Development Co., Inc., 6136 E. 9th, 67208
Dean Sellers, Assistant City Engineer

REVISED FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 77-47 Name PINEWOOD ESTATES
Date Application Rec'd. 4-11-77 Preliminary Approval 4-21-77
Final Plat Approval 6-2-77
Scheduled S/D Meeting 9-22-77

DESCRIPTION

General Location Between 51st and 53rd Streets South, and between
Hydraulic and the Turnpike.

Owner Tamarac Development Co., Inc.

Surveyor/Engineer Delamater, Freund & Scherer, P.A.

Address 412 Century Plaza Phone 263-6121

- | | |
|-----------------------------------------------------------------------------|-----------------------------------|
| 1. Gross Acreage of Plat <u>20.4</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>54</u> R/W <u>3,030</u> ft. |
| Residential <u>75</u> | b. <u>64</u> R/W <u>138</u> ft. |
| Commercial _____ | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>75</u> | TOTAL <u>3,168</u> ft. |
| 3. Minimum Lot Frontage <u>44</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>7,000 sq.</u> ft. | streets? <u>X</u> yes _____ no |
| 5. Existing Zoning <u>G</u> | |
| 6. Proposed Zoning <u>G</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>Wichita Water Dept.</u> | |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) _____ (Yes-No) | |
| 12. City of Wichita <u>X</u> : Three-Mile Area _____ | |

STAFF COMMENTS:

- A. Restrictive covenants which contain provisions for the maintenance of all common nonpublic areas and which provide for at least three off-street parking spaces per lot shall be submitted to the Planning Department for review and approval and for recording with the plat.
- B. As previously recommended by the Subdivision Committee, the applicant shall guarantee the paving of all interior streets to the 24-foot paving width standard except for Ellis which shall be paved to the 34-foot standard for conventional residential streets.
- C. The applicant shall guarantee the extension of sanitary sewer to serve each lot.
- D. The applicant shall guarantee the extension of city water to serve each lot.
- E. The new sidewalk policy will be discussed at the Subdivision Committee meeting.
- F. The applicant shall guarantee any drainage improvements required by this plat.
- G. Reserve 'K' and Reserve 'L' in Block C shall be labeled on the face of the plat.
- H. Recording of the plat within 30 days after approval by the Board of City Commissioners.

THE CITY OF WICHITA

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

DATE Sept. 9, 1977



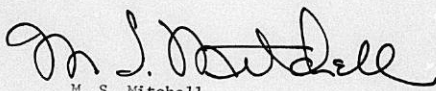
TO Jack Galbraith, Chief Planner, MAPD

FROM M. S. Mitchell

SUBJECT Pinewood Estates Addn.
S/D 77-47

Reference is made to my request before the Subdivision Committee for a Lot Grading Plan for subject Addition. Please be advised a Drainage Plan has been furnished the Flood Control Office September 7th which is satisfactory and is approved.

I trust this information is sufficient to permit final processing of the plat; however, 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
Delamater, Freund & Scherer
Central Insp./John Riddle
Pinewood Estates Addn. Plat File



DELAMATER, FREUND & SCHERER, P.A.

ENGINEERS & ARCHITECTS

(316) 263-6121

412 CENTURY PLAZA

WICHITA, KANSAS 67202

R. S. DELAMATER, P. E.
WILMER FREUND, P. E.
RICHARD D. SCHERER, P. E.
NORMAN L. ROELFS, P. E.
RONALD L. HADLEY, ARCHITECT

September 12, 1977

Mr. Robert A. Lakin, Director
Metropolitan Area Planning Department
10th Floor
City Hall, 455 North Main
Wichita, Kansas 67202

Attention: Mr. Jack Galbraith, Sr. Planner

Re: Pinewood Estates, Revised Final Plat

Gentlemen:

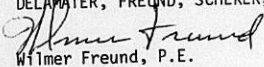
Herewith are 29 prints of a revised final plat of "Pinewood Estates" along with one print of a revised sidewalk plan accordingly. We have previously submitted a revised drainage plan to the Flood Control office for their review and comments.

The revised final plat is necessary because we have been unable to solve the drainage problems associated with the original plan. We believe this revised plat and drainage plan are an improvement of the original.

We will appreciate your processing this plat for us and advising us of any concerns anyone on the Subdivision Committee may have.

Very truly yours,

DELAMATER, FREUND, SCHERER, P.A.


Wilmer Freund, P.E.

Enclosures: 29 & 1

cc: Mr. M. S. Mitchell
Flood Control Office

Mr. Steve Ewing

WF/ tlp

354-C



August 9, 1977

Fleason, Coong, Coulson & Kitch
Box 997
Wichita, Kansas 67201

Attn: Mr. Robert Cornwell

Subject: Revised Plat of Pinewood Estates

Dear Mr. Cornwell:

Reference is made to our telephone conversation regarding subject revised Subdivision plat. I reviewed the earlier proposal which was to pump stormwater runoff from a private retention pond to the Kansas Turnpike right-of-way which in turn drains to Big Slough (Riverside Drainage District) and the revised plan made necessary by failure to secure permission from the RTA chief engineer. Although the concept of draining public streets into a private retention pond, then pumping surplus runoff into public street right-of-way at a location more than a mile from the nearest watercourse is unique, we recognize that it takes ingenuity to develop some of the property near the edge of the City where all urban services are not yet available.

The City Engineer's profile for Hydraulic shows that it will be necessary to build a storm water sewer to pave it from 47th to the Big Slough, and the storm sewer could then be extended west along Idiewild to the retention pond, thereby eliminating the need for pumping - and for retention if that is desired. With the future improvements considered, the revised plan is approved.

Yours truly,

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

MSM/glm

cc: G. H. Wilton
Dick Linn
Jack Galbraith
Delamater-Freund-Scherer
Pinewood Estates Addn. Plat File

Enc.

July 18, 1977

Mr. Steven R. Ewing
Tamarac Development Co., Inc.
6136 East Ninth Street
Wichita, Kansas 67208

Re: S/D 77-47 - PINWOOD ESTATES

Dear Mr. Ewing:

In your letter to me of July 7, 1977, you asked if changing the concept from mobile homes to new homes on foundations requires a zone change and would the plat have to be changed. First a zone change would be required because the existing "G" mobile home zoning on the property does not permit homes attached to foundations. The property would need to be rezoned to the "AA" Single Family classification. Secondly, the plat would have to be revised since the minimum lot area permitted in the "AA" zoning is 6,000 square feet and it is a requirement that each lot be adjacent to a public street.

We note that your property is slightly over 20 acres, and you could therefore submit for approval, a residential Community Unit Plan which could contain provisions for zero lot line development, patio homes, reduced lot frontage and depth, narrower streets, etc., which might accomplish the concept you had in mind with the present plat. If you would like to discuss the zone change and possible community unit plan in greater detail, please call.

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:CLN:rme

J6

TAMARAC DEVELOPMENT COMPANY, INC.
6136 EAST NINTH
WICHITA, KANSAS 67208
316-685-3082



July 7, 1977

Mr. Jack Galbraith
City Hall - Tenth Floor
455 North Main Street
Wichita, Kansas 67202

Dear Mr. Galbraith:

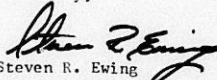
The gas curtailment order for Cities Service Gas Company issued by the Federal Power Commission has severely altered plans for the mobile home subdivision now subject for city commission approval.

I would like to know if changing the concept of anchoring new / used mobile homes with tie downs to placing new total electric U.B.C. approved homes on foundations requires a zoning change. Additionally, would the process of plat approval through various agencies have to be repeated should such a zone change be required?

It is my understanding that your department would not approve of mixing the two concepts in the same subdivision, however, I would like clarification about the zoning and platting requirements if such a change is made mandatory as a result of energy conversion inefficiencies.

Thank you for your past help in dealing with this project and anticipated cooperation in this matter.

Sincerely,


Steven R. Ewing

TAMARAC DEVELOPMENT COMPANY, INC.
6136 EAST NINTH
WICHITA, KANSAS 67208
316-685-3082

June 10, 1977

Mr. Curtis Newby
City Hall - Tenth Floor
455 North Main
Wichita, Kansas 67202

Dear Mr. Newby:

Attached are the covenants, conditions and restrictions Tamarac Development Company, Inc. wishes to record with the approved plat of Pinewood Estates. I am submitting the document for staff review and would appreciate your comments in order for the plat to be approved on the June 28, 1977 City Commission Agenda.

Thank you for your time spent on reviewing this matter at your office on June 7, 1977 and I hope all pertinent matters relating to the city's requirements are included.

Please feel free to contact me concerning this matter should you have any questions.

Sincerely,

Steven R. Ewing
Steven R. Ewing

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this _____ day of _____, 1977, by TAMARAC DEVELOPMENT COMPANY, INC. called "Grantors", who are the present record title holders of certain real property situated in Sedgwick County, Kansas, more particularly described in Exhibit "A" hereto, which land is referred to herein as the "property"

ARTICLE I

RECITALS

Section 1.1. WHEREAS, Grantors are the owners of the real property described in Exhibit "A", and are desirous of subjecting the real property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall insure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

Section 1.2. NOW, THEREFORE, the Grantors hereby declare that the real property described in and referred to in Exhibit "A" hereof is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

ARTICLE II

DEFINITIONS

Section 2.1. Definition of Terms:

- A. "Mobile Home" shall mean a movable, detached single-family dwelling unit with all of the following characteristics:
- a. Designed for long term occupancy, and containing accommodations, a flush toilet, a tub or shower bath, kitchen facilities, and having plumbing and electrical connections provided for attachment to outside systems;
 - b. Designed and constructed on a chassis that is capable of being transported after fabrication on its own wheels (or detachable wheels);
 - c. Arrive at the site where it is to be occupied as a dwelling complete, and ready for occupancy except for minor and incidental unpacking and assembly operations, location on supports, connection to utilities, and the like; and
 - d. Not be placed on a foundation as required for a permanent structure.
- B. "Building" shall mean any structure built for the support, shelter, or enclosure of persons, animals, chattels, or property of any kind.
- C. "Outbuilding" shall mean an enclosed, covered structure not directly attached to a mobile home to which it is appurtenant.
- D. "Improvements" shall mean outbuildings, fences, masonry walls, hedges, mass plantings, exterior antenna and other usual appurtenances common to dwelling usage or common thereto during the existence of these covenants.
- E. "Association" shall mean and refer to Pinewood Estates Homeowner's Association, its successors and assigns.
- F. "Reserve Area" shall mean all real property owned by the association for the common use and enjoyment of the owners. The reserve areas are shown upon the recorded subdivision plat.
- G. "Developer" shall mean Tamarac Development Company, Inc., a Kansas corporation, its successors and assigns.
- H. "Reserve Facilities" shall mean all improvements constructed upon the reserve area by the developer or association for the common use and enjoyment of the association.

ARTICLE III

GENERAL PURPOSES OR CONDITIONS

Section 3.1. The real property described in exhibit "A" is subjected to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each mobile home site thereof; to protect the owners of said sites against such improper use of surrounding mobile home sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed or improperly proportional structures, and structures built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the establishment of attractive mobile homes thereon, with appropriate locations thereof on mobile home sites; to secure and maintain proper set-backs from streets, and adequate free spaces between structures; provide adequate off-street parking; insure proper maintenance; promote the welfare and safety of the occupants and owners of mobile home sites, and in general to provide for a high type and quality of improvement on said property.

ARTICLE IV

HOMEOWNERS ASSOCIATION

Section 4.1. Declaration. Developer will cause to form a non-profit corporation to be known as "Pinewood Estates Homeowners Association" prior to the sale or conveyance of any lot within the property. Such homeowners association agreement, in addition to the articles, by-laws, and provisions thereof for the management and operation of the said association shall specifically include provisions hereinafter set forth, each and all of which are for the benefit of said property, shall apply to, bind and run with the said real property described and successive owners thereof.

Section 4.2. Membership. The acquisition of a mobile home site carries with it a membership in the said non-profit corporation, with the liabilities and benefits of such membership. Membership shall be appurtenant to and may not be separated from ownership of any lot. Said association shall be a non-profit corporation whose income is not to inure to the benefit of its members but which shall be held to retire common expenses.

Section 4.3. Conveyance of Reserve Area. The Developer hereby covenants that it will convey fee title of the reserve areas as denoted on the site development plan filed in the office of the metropolitan Area Planning Commission, Wichita, Sedgwick County, Kansas, and said conveyance to be prior to the sale or conveyance of any lot within the property.

Section 4.4. Property Rights. Subject to the right of the association to regulate the use of said Reserve Areas, every owner shall have a non-exclusive easement of enjoyment in and to the reserve area which shall be appurtenant to and shall pass with the title to every lot. Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the common area and facilities to the members of his family, his tenants, invitees, or licensees, subject to the right of the association to regulate the use of said common area.

Section 4.5. Architectural Control. No construction of any nature whatsoever shall be commenced or maintained upon any particular lot or the reserve areas and facilities appertaining thereto after the purchase of such lot from the developer, its successors or assigns, nor shall any exterior addition to or change or alteration therein be made unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association.

Section 4.6. Reserve Area Landscaping. Landscaping of the reserve areas shall generally comply with the landscaping plan provided by the developer.

Section 4.7. Maintenance and Repairs. The Association shall have the exclusive management and control of common or Reserve Areas and facilities which have been conveyed to it. The Association shall have the sole responsibility for the operation, maintenance, and preservation of all reserve facilities conveyed

to it, and shall operate, maintain, and preserve said reserve areas and facilities in accordance with and subject to these covenants, conditions, and restrictions. The responsibility of the association is as follows:

- A. To repair and maintain all private drives and parking areas within the reserve areas to City of Wichita standards.
- B. To maintain all landscaping in reserve areas, easements, and right of ways as to City of Wichita standards.
- C. To maintain, repair, or replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of any and all utility services located within the reserve areas and facilities.
- D. To maintain and repair the interior and exterior of the community building, storm shelter, and recreational amenities.
- E. To provide adequate maintenance and repair necessary for the storm drainage system; to include the storm drainage pump(s), pond and pond banks, emergency power services and drainage easements.
- F. To provide adequate maintenance and repair for the private entrance, privacy fencing, and security fencing erected on said property.
- G. To provide required maintenance of all open recreational areas, facilities, and future amenities approved by the association.

Section 4.8. Maintenance Provision. Upon the failure of the association to properly and adequately maintain any part of the reserve areas, the City of Wichita may cause notice to be served on the Association of its failure to so maintain, setting out the manner in which it has failed to perform, and granting it ten days within which to perform all the items designated in said notice. After said ten days the city may enter upon the property to perform the work described in said notice of deficiency, and the cost of such work performed by the city may be assessed against the property in the same manner as provided by law for such assessment and said assessment may be established as a lien upon the land. Should the Association, upon receipt of said notice, take exception to any deficiencies designated therein, the Association may within the ten-day period appeal to the board of City Commissioners for a hearing on the property of the contents of said notice, and until said appeal is heard and determined the matter shall be stayed.

Section 4.9. Insurance. The Association's Board of Directors shall have the authority to and shall obtain insurance for all of the improvements on the property (with the exception of improvements and betterments made by the respective owners at their expense) against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief, in an amount sufficient to cover the full replacement cost of any repair or reconstruction in the event of damage or destruction from any such hazard.

Section 4.10. Assessments. Each owner of any lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or changes, and (2) Special assessments for capital improvements, such assessments to be established and collected as provided in the Homeowners Association Agreement. The assessments levied by the association exclusively shall be used to promote the recreation, health, safety, and welfare of the residents in the properties by the improvement and maintenance of the reserve areas, as is provided for in the by-laws of the association.

ARTICLE V

GENERAL USE RESTRICTIONS

Section 5.1. Improvements, Generally. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family dwelling. Accessory structures including carports and storage buildings are permitted if constructed according to designs provided by developer or an approved alternative.

Section 5.2. Setbacks and Easements. All lot setbacks and easements for utility installations and maintenance affecting all lots subject to these covenants are reserved as shown on the recorded plat of Pinewood Estates, a subdivision in

Wichita, Sedgwick County, Kansas, hereinbefore described and referred to. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in areas of drainage and utility easements as indicated on the face of the recorded plat.

Section 5.3. Utilities. All mobile home owners are to provide their own utility hook-ups (to include but not limited to water, gas, electricity, telephone and sewer). Utilities are provided to each lot by Developer.

- A. Gas meter locations as located on the gas meter location map are not to be moved or altered. No gas lines are to be buried under mobile homes. A gas shut-off valve at the riser of the mobile home is required and a flexible connection within six feet of the mobile home provided.
- B. Any electric service cable running from any residence on any lot to the nearest junction box or secondary pedestal shall be installed underground, and shall be owned, operated, and maintained in good condition by the owner.
- C. No individual water supply system shall be permitted on any lot unless the system is designed, located and constructed in accordance with the requirements, standards and recommendations of county authorities. Approval of such system as installed shall be obtained from such authority.

Section 5.4. Off-Street Parking. No parking shall be permitted on any street or at any place other than on the paved parking spaces provided. Adequate off-street parking shall be provided by each owner for visitors.

Section 5.5. Driveways. All reserve driveways shall have unobstructed access to a public street. Private driveways shall be surfaced with concrete to city standards and shall be properly maintained to insure the welfare and safety of the occupants and owners of the mobile home sites. Private concrete driveways shall be a minimum of twenty feet wide and extend approximately forty-five feet beyond the property line. All off-street parking drives shall be paved and properly graded to assure proper drainage.

Section 5.6. Skirting. All open areas situated between ground level and the floor of the home shall be completely skirted and enclosed within sixty (60) days after said home has been installed on each lot.

Section 5.7. Anchorage. Every mobile home shall be anchored to the ground by a method approved by the city Inspection Office. This anchorage shall be adequate to withstand the minimum horizontal wind and uplift pressures as set forth in the building code of the City of Wichita, Kansas.

Section 5.8. Permanence. A mobile home shall not be permanently attached to the ground or placed on a concrete or masonry foundation.

Section 5.9. Businesses. It is hereby provided that no retail, wholesale, manufacturing or repair business of any kind shall be permitted on any mobile home site or in any detached single-family or appurtenant structure erected thereon, even though this does not include the employment of any additional person or persons in the performance of such services. No activity which may be or become any annoyance or nuisance to the neighborhood, shall be carried on upon any mobile home site or in any detached dwellings or appurtenant structures erected thereon.

Section 5.10. Outbuildings. No basement, tent, shack, garage, barn or other building erected on a mobile home site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole upon said land.

Section 5.11. Animals. No animals or poultry of any kind, other than house pets belonging to the household of the premises shall be kept or maintained on any part of the real property subject to these covenants.

Section 5.12. Signs. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted without the consent in writing of the committee, provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each building site, which signboard shall not be more than five (5) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Section 5.13. Landscaping. All individual lot landscaping shall generally conform to landscaping plans provided by developer and shall be attractively landscaped and maintained in harmony with the general character of the landscaping of the subdivision. It shall be the responsibility of the owner of a mobile home site to landscape and maintain the area between the lot lines of said owner's site and the curbs of any public or reserve roadway adjacent to such mobile home site.

Section 5.14. Mineral Restrictions. Oil drilling, oil development operations, refining, mining operation of any kind or quarrying shall not be permitted upon or in any of the mobile home sites subject to these covenants, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites covered by these covenants.

Section 5.15. Partial Construction. No structure shall remain partially constructed any longer than is reasonably necessary, and no excavation shall be made except in connection with construction of improvements, and upon completion thereof exposed openings shall be filled and disturbed ground shall be properly graded and landscaped.

Section 5.16. Vehicles. No owner of any lot shall permit any vehicle owned by him or by any member of his family or by acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street or private drive within the existing property for a period of twenty-four (24) hours. Should any such owner fail to remove such vehicle within one (1) day following the date on which notice is given to him by the Association informing him of a violation of this provision, the association may have such vehicle removed and charge the expense of removal to said owner or purchaser. A vehicle may be deemed to be in an extreme state of disrepair when in the opinion of the Board of Directors of the Association its presence offends the reasonable sensibilities of the occupants of the neighborhood.

Section 5.17. Mobile Homes. No mobile home will be placed on any lot without prior approval of the Association, it being the intention and purpose of the covenant to assure that all mobile homes shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded. Said home must have complete sanitary facilities, including a lavatory, toilet, wash basin, tub or shower, kitchen sink, and must be connected to sewage outlets in conformity with state and county health requirements. Upon demand of the Association, a photo of the home shall be furnished as a condition for approval.

Section 5.18. Rental. Any lot held for rental purposes will be subject to all of the covenants, conditions, and restrictions as set forth and it will be the owner's responsibility to enforce them.

Section 5.19. Security Fencing. If a security fence is erected around the perimeter of the property by the developer, no owner shall be permitted to alter this fence.

Section 5.20. Antennas. No exposed or exterior radio transmission or receiving antennas shall be permitted. Television receiving shall be permitted if of a standard type normally used in the area. This restriction may be waived by the Association Board of Directors.

Section 5.21. Maintenance. Each owner of any mobile home site shall keep his buildings, improvements, and appurtenances thereon in a safe, clean, maintained, neat, properly painted, wholesome condition and shall comply in all respects with all governmental statutes, ordinances, regulations, and health, police, and fire requirements. Each such owner, tenant, or occupant shall remove at his own expense any rubbish or trash of any character which may accumulate on its site and keep the unlandscaped areas maintained and free from weeds and other unsightly plant growth, rubbish, and debris. Rubbish, trash, garbage, or other waste shall be kept only in sanitary containers which shall be screened from view from all streets. Rubbish and trash shall not be disposed of on the premises by burning in open fires. Each mobile home site shall be maintained free of excessive insect or rodent infestation.

ARTICLE VI

ENFORCEMENT

Section 6.1. Abatement and Suit. The conditions, covenants, restrictions, and reservations herein contained shall run with the land, and be binding upon and inure to the benefit of the Developers and the owners of every mobile home site on the property. These conditions, covenants, reservations, and restrictions may be enforced as provided hereinafter by Developer acting for itself and as trustee on behalf of all the owners of mobile home sites. Each owner by acquiring an interest

in the property shall appoint irrevocably the Developer as his attorney-in-fact for such purposes; provided, however, that if a building site owner notifies Developer of a claimed violation of these conditions, covenants, restrictions, and reservations and Developer fails to act within thirty (30) days after receipt of such notification, then, and in that event only, an owner may separately, at his own cost and expense, enforce the conditions, covenants, restrictions, and reservations herein contained shall give to the Developer the right to enter upon the portion of the property wherein said violation or breach exists and to summarily abate and remove at the expense of the owner any structure, thing, or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these conditions, covenants, restrictions, and reservations to enjoin or prevent them from doing so, to cause said violation to be remedied or to recover damages for said violation.

Section 6.2. Violations Deemed to Constitute a Nuisance. Every violation of these covenants or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefore by law or equity against an owner, tenant, or occupant shall be applicable against every such violation and may be exercised by Developer or any owner as provided in Section 6.1 hereof. Damages and other remedies at law are hereby declared not to be adequate and violations or threatened violations of covenants, conditions, restrictions and reservations contained herein may be enjoined or restrained. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. The failure of the Developer to enforce any of the conditions, covenants restrictions, and reservations herein contained shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other conditions, covenant restrictions, or reservations, and Developer shall not be liable for any such failure to enforce.

Section 6.3. Liens of Mortgages Not Affected. Anything contained herein to the contrary notwithstanding, a breach of any of the covenants, conditions, restrictions and reservations contained herein, and charges or re-entry by reason of any such breach shall not defeat or render invalid the lien of any mortgage made for value and in good faith as to the property or any portion thereof or any improvement thereon, but said covenants, conditions, restrictions and reservations shall be binding upon and effective as against any owner thereof whose title thereto is acquired by foreclosure to otherwise.

ARTICLE VII

TERMS, TERMINATION, MODIFICATION, AND ASSIGNMENTS

Section 7.1. Term. This Declaration, every provision hereof, and every covenant, condition, restriction, and reservation contained herein shall continue in full force and effect for a period of twenty-five (25) years from the date hereof, and shall thereafter be renewed automatically for successive ten-year periods unless and until terminated as provided in Article VII, Section 7.2 hereof.

Section 7.2. Termination and Modification. This Declaration or any provision hereof, or any covenant, condition, restriction, or reservation contained herein, may be terminated, extended, modified, or amended, as to the whole of said property or any portion thereof, with the written consent of the owners of sixty-five (65%) of the property subject to these restrictions; provided, however, that during the initial twenty-five(25) year term of these covenants, no such termination, extension, modification, or amendment shall be effective without the written approval of Developer. Such termination, extension, modification, or amendment shall be immediately effective upon recording a proper instrument in writing, executed and acknowledged by such owners (and by Developer if required herein), in the office of the Register of Deeds of Sedgwick County, Kansas.

Section 7.3. Assignments of Developer's Rights and Duties. Any and all of the rights, powers, and reservations of Developer herein contained may be assigned by Developer to any person, corporation, or association which will assume any or all of the duties of Developer hereunder, and upon any such person, corporation, or association's evidencing its consent in writing to accept such assignment, said assignee shall, to the extent of such assignment, assume Developer's duties hereunder, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by Developer herein. Upon such assignment, and to the extent thereof, Developer shall be relieved from all liabilities, obligations, and duties hereunder. The term "Developer" as used herein includes all such assignees and their heirs, successors, and assigns. If at any time Developer ceases to exist and has not made such an assignment, a successor Developer may be appointed by the owners of sixty-five percent(65%) of the property upon compliance with the requirements of the last sentence of Section 7.2 of this Article VII.

ARTICLE VIII

MISCELLANEOUS

Section 8.1. No Waiver. All of the conditions, covenants, restrictions, and reservations contained in this Declaration of Protective Covenants shall be construed together, but if it shall at any time be held that any one of said

conditions, covenants, restrictions, and reservations, or any part thereof, is invalid, or for any reason becomes unenforceable, no other conditions, covenants, restrictions, and reservations or any part thereof shall be thereby affected or impaired.

Section 8.2. Invalidation. Invalidation of any one or more of the provisions contained in the Declaration of Protective Covenants by judgments or court order shall in no wise affect any of the other provisions hereof, which shall remain in full force and effect.

Section 8.3. Benefits and Burdens. (a) The terms and provisions contained in this Declaration of Protective Covenants shall bind and inure to the benefit of the Developers, the owners of all mobile home sites located within the property, the owners of additional property made subject to this Declaration of Protective Covenants, and their respective heirs, successors, personal representatives, and assigns.

(b) All restrictions, conditions, covenants, and agreements contained herein are made for the direct, mutual, and reciprocal benefit of each and every part and parcel of the property; shall create mutual, equitable servitudes upon each parcel in favor of every other parcel; shall create reciprocal rights and obligations between the respective owners of all parcels and privity of contract and estate between all grantees of said parcels, their heirs, successors, and assigns; and shall, as to the owner of each parcel, his heirs, successors, and assigns, operate as covenants running with the land for the benefit of all other parcels.

Section 8.4. Notice. Any notices required or permitted herein shall be in writing and delivered or mailed, postage prepaid by registered or certified mail, return receipt requested, and shall be directed as follows: If intended for a mobile home site owner (1) to the address of the mobile home site if occupied; (2) if the mobile home site is not occupied, to the address set forth in the purchase contract or purchase contract application; (3) if none of the foregoing, to the last known address of the Owner. If intended for the Developer to the address previously set forth herein unless the Developer shall have filed a certificate with the Register of Deeds of Sedgwick County, Kansas, setting forth a different address to which notices hereunder are to be sent.

Section 8.5. Existing Uses. Notwithstanding anything to the contrary contained herein, nothing contained herein shall prohibit, restrict, or affect any use being made on any mobile home site or require any modification of any improvement located thereon which use or improvement shall have been in existence on the date this instrument is recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

Section 8.6. Paragraph Headings. Paragraph headings are inserted for convenience only and are not intended to be a part of this Declaration or in any way to define, limit, or describe the scope or intent of the particular section to which they refer.

IN WITNESS WHEREOF, the undersigned, being the grantor herein, has hereunto set its hand and seal this _____ day of _____, 197__.

TAMARAC DEVELOPMENT COMPANY, INC.

By _____
President

ATTEST:

Secretary

June 9, 1977

Mr. Wilmer Freund
412 Century Plaza
Wichita, Kansas 67202

Re: S/D 77-47 - Final Plat of
PINEWOOD ESTATES

Dear Mr. Freund:

At the regular meeting of the Metropolitan Area Planning Commission on June 9, 1977, 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 June 6, 1977.

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 Department.
2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
3. Submission of a title report by an abstract or title insurance company, or an attorney's opinion that fee title is vested in the platlor.
4. Certification that all taxes due and payable for 1976 and prior years have been paid.

Please call if you have any questions.

Very truly yours,

Jack H. Galbraith
Chief Planner

JHG:bh
cc: Tamarac Development Co., Inc., 6136 E. 9th, 67208
Dean Sellers, Engineering

June 6, 1977

Wilmer Freund
412 Century Plaza
Wichita, Kansas 67202

Re: S/D 77-47 - Final Plat of
PINEWOOD ESTATES

Dear Mr. Freund:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, June 2, 1977 above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. A Homes Association agreement which contains provisions for the maintenance of all common nonpublic areas shall be submitted to the Planning Department for review and approval prior to forwarding the plat to the City Commission. The agreement will be recorded when the plat is recorded.
- B. The applicant shall guarantee the paving of all interior streets to the 24 foot paving width standard except for Ellis which shall be paved at the 34 foot standard for conventional residential streets.
- C. The applicant shall guarantee the extension of sanitary sewer to serve each lot.
- D. The applicant shall guarantee the extension of city water to serve each lot.
- E. The street at the west side of the plat shall be labeled as "Lulu"; the north-south street between Blocks A and B shall be labeled "Victoria"; and Pinewood Lane shall be labeled "52nd Street South." Hazel Street shall be changed to "Idlewild."

Wilmer Freund
June 6, 1977
Page Two

- F. Building setbacks from public street right-of-way for front, side or rear yards shall be no less than 20 feet as established by the zoning ordinance.
- G. The plat's text states that the Reserves are to be used for private parking and landscaping only. The uses for Reserve M should include recreation and drainage also.
- H. A number of the perimeter dimensions do not coincide with those on the SYS Addition, of which this is a replat. If the differences cannot be reconciled, then the dimensions given on this plat shall be labeled as measured dimensions.
- I. The applicant shall guarantee the installation of sidewalks according to an approved sidewalk plan.
- ok* *see letter from Mitch in file*
Final drainage plans shall be submitted to M. S. Mitchell for review and approval before the plat is forwarded to the Board of City Commissioners.
- K. Recording of the plat within 30 days after approval by the Board of City Commissioners.

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, June 9, 1977, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Louise Olivarez
Planning Analyst

LO:gb
Encl.

cc: Tamarac Development Co., Inc, 6136 E. 9th, 67208
Dean Sellers, Engineering

FINAL PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 77-47 Name PINWOOD ESTATES
Date Application Rec'd. 4-11-77 Preliminary Approval 4-21-77
Scheduled S/D Meeting 6-2-77

DESCRIPTION

General Location Between 51st and 53rd Streets South, and between
Hydraulic and the Turnpike.
Owner Tamarac Development Co., Inc.
Surveyor/Engineer Delamater, Freund & Scherer, P.A.
Address 412 Century Plaza Phone 263-6121

- | | |
|----------------------------------------------------------------------|-----------------------------------|
| 1. Gross Acreage of Plat <u>20.4</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>54</u> R/W <u>3,030</u> ft. |
| Residential <u>74-75</u> | b. <u>64</u> R/W <u>138</u> ft. |
| Commercial _____ | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>74</u> | TOTAL <u>3,168</u> ft. |
| 3. Minimum Lot Frontage <u>60-44</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>7,000</u> sq. ft. | streets? <u>X</u> yes <u>no</u> |
| 5. Existing Zoning <u>G</u> | |
| 6. Proposed Zoning <u>G</u> | |
| 9. Public Water Supply Yes (Yes-No), Name <u>Wichita Water Dept.</u> | |
| 10. Public Sanitary Sewers Yes (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) _____ | |
| 12. City of Wichita <u>X</u> : Three-Mile Area _____ (Yes-No) | |

STAFF COMMENTS:

- A. A Homes Association agreement which contains provisions for the maintenance of all common nonpublic areas shall be submitted to the Planning Department for review and approval prior to forwarding the plat to the City Commission. The agreement will be recorded when the plat is recorded.
- B. The applicant shall guarantee the paving of all interior streets to the 24 foot paving width standard except for Ellis which shall be paved at the 34 foot standard for conventional residential streets.
- C. The applicant shall guarantee the extension of sanitary sewer to serve each lot.
- D. The applicant shall guarantee the extension of city water to serve each lot.
- E. The street at the west side of the plat shall be labeled as "Lulu"; the north-south street between Blocks A and B shall be labeled "Victoria"; and Pinewood Lane shall be labeled "52nd Street South."
- F. Building setbacks from public street right-of-way for front, side or rear yards shall be no less than 20 feet as established by the zoning ordinance.
- G. The plat's text states that the Reserves are to be used for private parking and landscaping only. If this is the case, Reserve M will not need platted building setbacks. If Reserve M is to be used for recreational purposes, the plat's text should specify this as an allowed use.
- H. A number of the perimeter dimensions do not coincide with those on the SYS Addition, of which this is a replat. If the differences cannot be reconciled, then the dimensions given on this plat shall be labeled as measured dimensions.

(OVER)

I. The applicant shall guarantee the installation of sidewalks according to an approved sidewalk plan. A sidewalk plan will be presented for review and approval at the Subdivision meeting.

J. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Newby



DELAMATER, FREUND & SCHERER, P.A.

ENGINEERS & ARCHITECTS

(316) 263-6121

412 CENTURY PLAZA

WICHITA, KANSAS 67202

R. S. DELAMATER, P. E.
WILMER FREUND, P. E.
RICHARD D. SCHERER, P. E.
NORMAN L. ROELFS, P. E.
RONALD L. HADLEY, ARCHITECT

May 20, 1977



Mr. Robert A. Lakin, Director
Metropolitan Area Planning Department
10th Floor, City Hall
Wichita, Kansas 67202

RE: Subdivision No. 77-47 - Final Plat - Pinewood Estates

Attention: Jack Galbraith, Senior Planner

Gentlemen:

Under separate cover we have transmitted to you 29 prints of the final plat of Pinewood Estates.

We believe all of the matters referred to in your letter under date April 22, 1977, have been attended to on this document or are in the process of being resolved prior to submission of the plat to the City Commission for final approval.

An agreement containing provisions for the names of all common non-public areas, private drives, parking areas, recreation areas, etc., will be submitted to the Planning Department for review and approval prior to submission of the plat to the City Commission for their approval.

The sidewalk plan, a plan for preventing soil erosion from wind and water, and the utility easements which were requested at the subdivision committee meeting have been developed.

Should any of the committee members have any question or concern regarding any matters in association with this plat, please ask them to so advise and we will meet with them prior to the meeting with the subdivision committee. We understand this plat will be heard before the subdivision committee on Thursday, June 2nd. We will appreciate your handling this matter for us.

Sincerely,

DELAMATER, FREUND & SCHERER, P.A.

Wilmer Freund
Wilmer Freund, P.E.

WF:sk

cc: Mr. Steve Ewing

354-B

April 22, 1977

Delamater, Freund & Scherer, P.A.
412 Century Plaza
Wichita, Kansas 67202

Re: S/D 77-47 - Preliminary plat
of PINEWOOD ESTATES

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, April 21, 1976, 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 zone case Z-1902 "G" and "LC" to "G".
- B. It shall be noted that this mobile home subdivision proposes a 54-foot interior street right-of-way with a 24-foot wide street pavement. This is permissible in instances where at least three off-street parking spaces are provided for each dwelling and no on-street parking is permitted.
- C. A Homes Association Agreement which contains provisions for the maintenance of all common nonpublic areas, private drives, parking areas, recreation areas, etc., shall be submitted to the Planning Department for review and approval prior to forwarding the plat to the City Commission.
- D. "Complete access control" to Hydraulic, shall be indicated on Lot 40, Block B.
- E. The plat's text of the final plat shall contain appropriate wording to reflect that the "Reserves" shown on the plat are for private parking and landscaping use only.
- F. The applicant shall guarantee the paving of Pinewood Circle and Pattis. *(all interior streets)*
- G. The applicant shall submit a sidewalk plan with the final plan, indicating the locations of the proposed walks.

S/D 77-47
April 22, 1977
Page 2

- H. The applicant shall guarantee the extension of sanitary sewer to serve each lot.
- I. The applicant shall guarantee the extension of city water to serve each lot.
- J. 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.
- K. The applicant shall contact Larry L. Henry of the Soil Conservation Service relative to taking proper precautions to prevent soil erosion from wind and water during the development of subject property.
- L. The applicant's engineer shall contact Bob Blevins of K.G. & E. with regard to side lot utility easements.
- 5-24-77
Ecknor says he has
made arrangements to
be advised of the
status of the plat*
M. The applicant's engineer shall contact George Ecknor of Gas Service Company with regard to a possible 40-foot rear lot easement.
- N. The applicant's engineer shall check with Tim Cain of the Public Works Department about street names.
- 5-24-77
Mitch says
20' limit OK*
O. The applicant's engineer shall contact M. S. Mitchell of the Maintenance-Flood Control Office about the need for a drainage dedication.
- P. The applicant's engineer shall work with Bill McKinley of the Traffic Engineering Division regarding the dimensions of the parking reserves.
- 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,

Curtis L. Newby
Junior Planner

CLN:rme
Encl.

cc: Tamarac Development Co., Inc., 6136 E. 9th, 67208
Dean Sellers, Assistant City Engineer

SOCG-Cons-5 (11/75)

RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND



Property Name PINEWOOD SUBDIVISION

MAILED TO:

Location Lot. 51st & 53rd St. South 2

Wilmer Brand

Est. Hydraulic & H.C. Turmpike

Name

Date 4-18-77

Deliverator Brand & Scherer

Firm

Phone

Prepared by Larry L. Henry, District Conservationist
USDA-Soil Conservation Service,
4100 Maple, Wichita, Kansas 67209
Phone: 943 9471

Requested by: Wichita-Sedgwick County Metropolitan
Area Planning Commission

- A. SOIL TYPE: 60% Canadian fine sandy loam
40% Canadian-Waldeck fine sandy loam

B. SITUATION: This area is subject to severe wind erosion if not covered at all times with vegetative or man made cover.

Conservation Starts When Construction Starts. A Ground Plan Outdoors Is As Important As A Floor Plan Inside.

C. EROSION CONTROL RECOMMENDATIONS: (The recommendations which apply to the above named property will be indicated by a checkmark.)

- 1. Disturb only the area needed for construction.
- 2. Remove only those trees, shrubs, and grasses that must be removed for construction; protect the rest to preserve their esthetic and erosion-control values.
- 3. Stockpile topsoil and protect it with anchored straw mulch or jute mat material.
- 4. Disturbing as small an area as possible, install streets, curbs, water mains, electric and telephone cables, storm drains, and sewers in advance of home or other building construction.
- 5. Install erosion and sediment control practices according to the Sedgwick County Conservation District standards and specifications.

* CONTINUED *

6. Temporarily stabilize each segment of graded or otherwise disturbed land, including the sediment-control devices not otherwise stabilized, by seeding and mulching or by mulching alone. Permanently stabilize these areas as work on the land is completed. Both temporary and permanent stabilization practices are to be installed according to the Sedgwick County Conservation District standards and specifications.

The following are adapted perennial grasses and should be seeded at the following rates:

STANDARD RATES:

Native bluestem mix, 3 pounds per 1,000 square feet
Tall fescue, 3 pounds per 1,000 square feet
Bromegrass, 3 pounds per 1,000 square feet

SPECIAL RATES: _____

Apply nitrogen fertilizer at the rates listed below or have the soil tested and apply fertilizer accordingly.

STANDARD RATES:

Tall fescue, 2 pounds per 1,000 square feet
Bromegrass, 2 pounds per 1,000 square feet

SPECIAL RATES: _____

Adapted perennial grasses for sodding are fescue, zoysia, and bluegrass.

7. Loose-pile material that is excavated for building construction purposes. Keep it loose-piled until it is used for foundation backfill or until the lot is ready for final grading and permanent vegetation.
8. Stabilize each lot within 60 days after work starts on home or other building construction.
9. Backfill, compact, seed and mulch trenches within 60 days after they are opened.
10. Discharge water from outlet structures at non-erosive velocities.
11. If additional information or on-site assistance is needed relative to soils, seeding procedures, structure design or related problems, call this number: 316-943-9471.
12. Divert foreign runoff water around area during construction.
13. Remove all debris such as tree stumps, scrap lumber, mortar or concrete, and rocks. Do not bury them; wood will eventually rot and cause settling; rocks, mortar and concrete can cause real difficulties in lawn maintenance and later construction.
14. OTHER _____

DISTRIBUTION: Original to Developer and/or Owner
Copy to Metropolitan Area Planning Dept. Staff
File Copy: Sedgwick County Conservation District

PRELIMINARY PLAT
SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

D NO. 77-47 Name PINEWOOD ESTATES
Date Application Rec'd. 4-11-77 Preliminary Approval _____
Scheduled S/D Meeting 4-21-77

DESCRIPTION

General Location Between 51st and 53rd Streets South, and between
Hydraulic and the Turnpike.
Owner Tamarac Development Co., Inc.
Surveyor/Engineer Delamater, Freund & Scherer, P.A.
Address 412 Century Plaza Phone 263-6121

- | | |
|----------------------------------------------------------------------|-----------------------------------|
| 1. Gross Acreage of Plat <u>20.4</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>54</u> R/W <u>3,030</u> ft. |
| Residential <u>74</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>74</u> | TOTAL <u>3,030</u> ft. |
| 3. Minimum Lot Frontage <u>60</u> ft. | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>7,000</u> sq. ft. | streets? <u>X</u> yes _____ no |
| 5. Existing Zoning <u>LC & G</u> | |
| 6. Proposed Zoning <u>G</u> | |
| 9. Public Water Supply Yes (Yes-No), Name <u>Wichita Water Dept.</u> | |
| 10. Public Sanitary Sewers Yes (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) _____ (Yes-No) | |
| 12. City of Wichita <u>X</u> ; Three-Mile Area _____ | |

STAFF COMMENTS:

- A. Approval of the plat is subject to the approval of the associated zone case Z-1902 "G" and "LC" to "G". 3-17 4-19
- B. It shall be noted that this mobile home subdivision proposes a 54-foot interior street right-of-way with a 24-foot wide street pavement. This is permissible in instances where at least three off-street parking spaces are provided for each dwelling and no on-street parking is permitted.
- C. A Homes Association Agreement which contains provisions for the maintenance of all common nonpublic areas, private drives, parking areas, recreation areas, etc., shall be submitted to the Planning Department for review and approval prior to forwarding the plat to the City Commission.
- D. "Complete access control" to Hydraulic, shall be indicated on Lot 40, Block B.
- E. The plat's text of the final plat shall contain appropriate wording to reflect that the "Reserves" shown on the plat are for private parking and landscaping use only.
- F. The applicant shall guarantee the paving of Pinewood Circle and Pattie.
- G. The applicant shall guarantee the construction of a sidewalk adjacent to both sides of Pinewood Circle and both sides of Pattie.
- H. The applicant shall guarantee the extension of sanitary sewer to serve each lot.
- I. The applicant shall guarantee the extension of city water to serve each lot.
- J. 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.

(OVER)

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

S/D No. 77-47

Map No.: 5541
Section No.: 21
Twp. No.: 27S
Range: 1E

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Pinewood Estates
General Location: Between 51st and 53rd St. South, and Hydraulic and the Turnpike.

Name of Property Owner: Tamarac Development Co., Inc. Phone: 685-3082
Address: 6136 E. 9th, Wichita, Kansas
Name of Subdivider: Delamater, Freund & Scherer, P.A. Phone: 263-6121
Address: 412 Century Plaza
Name of Agent/Surveyor: Wilmer Freund Phone: 263-6121
Address: 412 Century Plaza, Wichita, Kansas
Date of Application: April 11, 1977

SUBDIVISION INFORMATION:

- 1. Gross Acreage of Plat 20.4
- 2. Number of Lots: 74
 - Residential _____
 - Commercial _____
 - Industrial _____
 - Other _____
- 3. Minimum Lot Frontage 60 ft.
- 4. Minimum Lot Area 7,000 sq. ft.
- 5. Existing Zoning LC & G
- 6. Proposed Zoning LC & G

- 7. Lineal Feet of New Streets:
 - a. 54' R/W 3,030 ft.
 - b. _____ R/W _____ ft.
 - c. _____ R/W _____ ft.
 - d. _____ R/W _____ ft.
 - e. _____ R/W _____ ft.
 - TOTAL 3,030 ft.
- 8. Sidewalk adjacent to all streets? yes no

- 9. Public Water Supply Yes (Yes-No), Name Wichita Water Dept.
- 10. Public Sanitary Sewers Yes (Yes-No), Name City of Wichita
- 11. Health Department Approval (where applicable) _____
- 12. City of Wichita Yes 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: Stuart J. Ensign

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

Received by CLN
Date 4-11-77
Fee Submitted 269.00

Curt

March 9, 1977

Mr. Wilmer Freund
Delamater, Freund & Scherer
412 Century Plaza Building
Wichita, Kansas 67202

Re: Sketch plat of Mobile Home
Subdivision for Tamerac
Development, Inc. Generally
located on the west side of
Hydraulic in an area 1/2
mile north of 55th St. So.

Dear Mr. Freund:

We have reviewed the above referred to sketch plan and as a result of said review, we hereby authorize the preparation and submission of a preliminary plat based on the following comments and conditions:

- A. Approval of the plat will be subject to the approval of a zone change request to be submitted by the applicant requesting that the existing "LC" Light Commercial zoning at the northeast corner of the property, adjacent to Hydraulic, be changed to "G" Mobile Home zoning.
- B. It is noted that the sketch proposes 15 foot building setbacks from the public street whereas a 20 foot minimum setback is required in the "G" Mobile Home zoning district from public streets for front or side yards.
- C. The applicant's engineer shall contact the Traffic Engineering Division of the Department of Public Works relative to the acceptability of the design geometrics for the private drives and parking areas indicated in red on the sketch.
- D. The applicant shall submit a covenant which shall assure that a minimum of three off-street parking spaces shall be provided at each lot, if the lesser street width is to be used as proposed.

Mr. Wilmer Freund
March 9, 1977
Page 2

- dz* The proposed "stub" street tie-in to the north shall be eliminated and a street tie-in to the south shall be indicated on the plat since most of the need to develop an interior street system involves the property south of the proposed plat.
- F. A Homes Association Agreement which contains provisions for the maintenance of all common nonpublic open areas, private drives, parking areas, recreation areas, etc. shall be submitted to the Planning Department for review and approval.
 - G. The private drives parking areas and open space areas indicated in red on the sketch plat shall be platted as reserves with the appropriate wording as for what purpose they are to be used being included in the plat's text.
 - H. The applicant shall guarantee the installation of sanitary sewer and City water to serve each lot. The Engineering Division of the Department of Public Works and the Water Department shall be contacted regarding these matters.
 - I. The applicant shall guarantee the paving of the interior street.
 - J. The applicant shall guarantee the construction of a sidewalk adjacent to both sides of the interior street.
 - K. "Complete access control" shall be indicated adjacent to Hydraulic except at the street intersection.
 - L. Requirements for a preliminary plat (see Article 5, Part 3) of the MAPC Subdivision Regulations.

These are all the comments we have at this time concerning the sketch. If you have any questions concerning this matter, please call.

Sincerely,

Jack H. Galbraith
Chief Planner

JHG:CLN:rme

from: _____

date: _____

admin.	adv. plans	cur. plans	social	graphics
---------------	-------------------	-------------------	---------------	-----------------

- | | | | | |
|------------------------------------|---------------------------------------|-------------------------------------------|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> iakin | <input type="checkbox"/> stockwell | <input type="checkbox"/> galbreith | <input type="checkbox"/> mitchel | <input type="checkbox"/> pierce |
| <input type="checkbox"/> brassham | <input type="checkbox"/> lindbeck | <input type="checkbox"/> lytle | <input type="checkbox"/> gibson | <input type="checkbox"/> stafford |
| <input type="checkbox"/> rathke | <input type="checkbox"/> shen | <input type="checkbox"/> young | <input type="checkbox"/> kohl I. | <input type="checkbox"/> garland |
| <input type="checkbox"/> eubanks | <input type="checkbox"/> nelson, p | <input type="checkbox"/> meek | <input type="checkbox"/> hart | <input type="checkbox"/> pale |
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| <input type="checkbox"/> brothers | <input type="checkbox"/> babbitt | <input type="checkbox"/> oliveroz | <input type="checkbox"/> kohl I. | <input type="checkbox"/> livaszy |
| <input type="checkbox"/> hanson | <input type="checkbox"/> leoney | | <input type="checkbox"/> lene | |
| <input type="checkbox"/> redetzko | <input type="checkbox"/> reivo | | <input type="checkbox"/> syal | |
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| | <input type="checkbox"/> butler | | <input type="checkbox"/> harvey | |
| | <input type="checkbox"/> glazer | | <input type="checkbox"/> smith | |
| | <input type="checkbox"/> browne c. | | <input type="checkbox"/> crawford | |
| | <input type="checkbox"/> stahlschmidt | | <input type="checkbox"/> laughary | |
| | <input type="checkbox"/> forinash | | | |
| | <input type="checkbox"/> schranz | | | |
| | <input type="checkbox"/> wilson | | | |
| | <input type="checkbox"/> mcladden | | | |

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|----------------------------------------|--------------------------------------|
| <input type="checkbox"/> all staff | <input type="checkbox"/> information |
| <input type="checkbox"/> comment | <input type="checkbox"/> file |
| <input type="checkbox"/> note & return | <input type="checkbox"/> signature |
| <input type="checkbox"/> handle | <input type="checkbox"/> library |

remarks: _____

Newly - Review as Sketch Plat and
prepare letter for my review.

- Intent - Mobile Home Subdivision
- Individual Platted Lots
 - 54' ROW 24' paved stub
 - Homeowner Association guaranteeing
maintenance of open space areas
indicated in red.
 - "C" zoned - proposed to rezone
from "LC" to "C" the 2 front
lots next to Hydraulic.

Items of concern I raised -

1. Redesign the stub street to the
north, to the south so that
is the larger area to be served.
2. Red areas are to be platted as
"reserves" stating in the plat's
text what they are reserved for.
Fire lane, access, private access,
public utility easements etc.
3. That if the lesser street standard
is acceptable - the 3 off street
parking spaces per unit must be
assured.
4. We need to see a "blow up" of
any private parking proposed in
red areas.

over

5. Platted setbacks are to provide 20' for what we believe we can support as the front yard setback. So far I don't see any indicated setbacks that upsets me.

6. Advised that they need to contact Wilton on red area, providing private access to individual lots. Specifically on proposed layout of common parking area in the red areas.

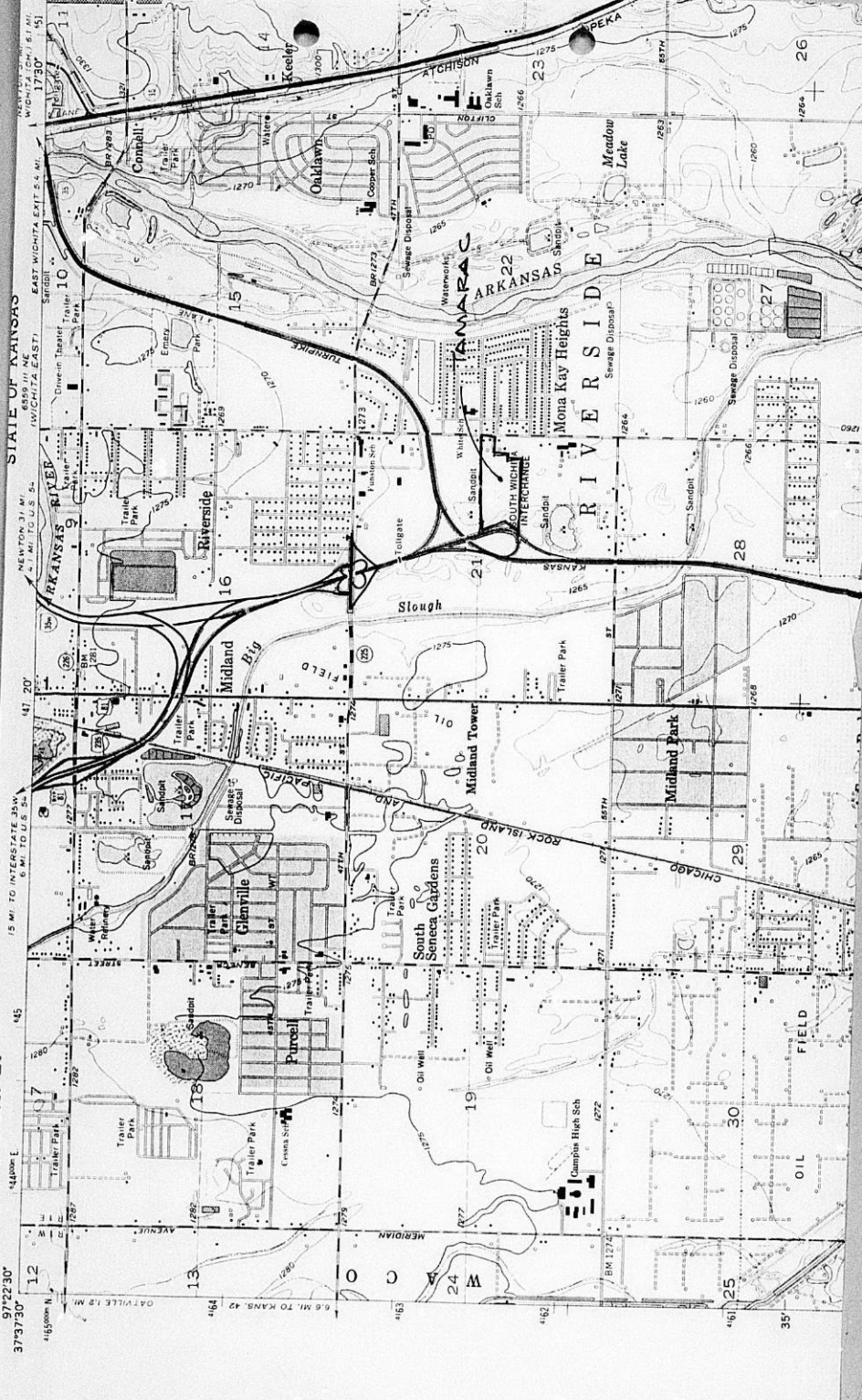
Other on private water lines going across red areas to tie into public water lines in yellow areas.

7. Need Home owner agreements for maintenance of Red areas + covenants assuring at least 3 off street spaces per DU.

Authorize Preparation and Submission of Preliminary Plat - Try and get letter out the first of next week.

GEOLOGICAL SURVEY

37°37'30" N
97°22'30" W



STATE OF KANSAS

1730' 45"

FORM 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>24th Street</i>	

Name *Wichita Electric Illuminating Co.*

Address *1000 North Broadway*

Type *Water* Due Date *7-1-37*

Comments:

Date *6/11/37* BY *Paul H. Peck*