

Box 18

PLAT NO. S/D 77-88 MAP NO. 5949

NAME SHEFFIELD PLACE ADDITION

LOCATION: West side of Broadmoor, in an area south of  
21st St. North.

ENGINEER Van Doren-Hazard-Stallings

OWNER Sheffield Place, Inc.

APPLICATION FILED 7-1-77

SKETCH PLAT FILED \_\_\_\_\_

PRELIMINARY FILED 7-1-77

S/D ACTION 7-14-77 approve

FINAL FILED 8-1-77

S/D ACTION 8-11-77 approve

MAPC ACTION 8-18-77 Approved

BCC ACTION 6-6-78 Approved

RECORDED June 15 1978

REMARKS \_\_\_\_\_

S/D 77-88 - SHEFFIELD PLACE ADD. -  
West side of Broadmoor, in an area  
south of 21st St. North, by Van  
Dora. - Hazard-Stallings.

ACTION

*For 1988  
9-1-77*

S/D COMMITTEE (Belton)	approved	DATE	7-14-77
S/D (Gunn)	approved		8-1-77
M.A.P.C.	Approved		8-18-77
B.C.C./B.C.C.C.	Approved		6-6-78



RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 77-88                      Name Sheffield Place Addition  
Application & Sketch Filed: 7-1-77  
Preliminary Plat Filed: 7-1-77                      Approved by S/D: 7-14-77  
Final Plat Filed: 8-1-77                      Approved by S/D: 8-11-77  
Approved by Metropolitan Area Planning Commission: 8-18-77

DESCRIPTION

General Location:  
West side of Broadmoor in an area south of 21st Street North

Surveyor or Engineer: Van Doren-Hazard-Stallings  
Owner: Sheffield Place, Inc.  
Address: 1901 13th Street (67204)

- |   |                            |                          |
|---|----------------------------|--------------------------|
| 1. Gross Acreage of Plat <u>15.75</u>     | 6. Access Control          |                          |
| 2. Number of Lots:                        | St. _____                  | No. Openings _____       |
| Residential <u>88</u>                     | St. _____                  | No. Openings _____       |
| Commercial _____                          | St. _____                  | No. Openings _____       |
| Industrial _____                          | 7. Req'd Improvements      |                          |
| Other _____                               | St. Paving <u>not reqd</u> | Water <u>reqd</u>        |
| Total Number of Lots: <u>88</u>           | Sidewalk <u>required</u>   | Drainage <u>not reqd</u> |
| 3. Minimum Lot Area: <u>0.04</u> Acres    | Sewer <u>required</u>      | Other <u>None</u>        |
| 4. Existing Zoning <u>AA</u>              |                            |                          |
| 5. Special Problems Discussed <u>None</u> |                            |                          |

\*Faving of Broadmoor guaranteed on previous plat of E. E. Jabes Addition. Valid petitions have been submitted guaranteeing the extension of sanitary sewer and City water to serve each lot. A certificate has been submitted certifying the petitions. A sidewalk acknowledgement has been submitted for a sidewalk on the west side of Broadmoor.

Planning Commission Recommendation:

- A. The applicant shall submit a Homeowners Association Agreement which shall contain provisions for the improvement and maintenance of the common open areas, drives, and parking areas. Said document is to be forwarded with the final plat to the City Commission.
- B. Recording of the plat within 30 days after approval by the Board of City Commission.

Greider moved, Kamen seconded and it carried unanimously.  
Taylor was absent.

ACTION: Approve the petitions and instruct the Director of Law to prepare the necessary resolutions and instruct the City Clerk to file the certificate Homeowners Association agreement and 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 and authorize the Mayor to sign.



CERTIFICATE

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

I, Sheffield Place, Inc. & Max Cohen, owner and plat-  
tor of Sheffield Place Addition, do hereby  
certify that petitions for the following improvements have been submitted to the  
Board of Commissioners of the City of Wichita, Kansas:

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

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

Signed this 24th day of May, 1978

C. Bill Bachman  
x Max Cohen

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

Be it remembered that on this 24<sup>th</sup> day of MAY, 1978, before  
me, a notary public in and for said County and State, came C. BILL BACHMAN  
to me personally known to be the same person who executed the fore-going instrument  
of writing and duly acknowledge the execution of same.

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

G. J. Willcutt  
Notary Public

My Commission Expires:

3-6-82



DECLARATION OF COVENANTS AND RESTRICTIONS OF  
SHEFFIELD PLACE ADDITION TO SEDGWICK COUNTY,  
KANSAS

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

ARTICLE I

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

Sheffield Place Addition to Wichita,  
Sedgwick County, Kansas.

ARTICLE II

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

ARTICLES OF INCORPORATION AND BY-LAWS: Articles of Incorporation or By-Laws, as the case may be, of the Association may be amended from time to time.

ASSOCIATION: The Sheffield Place Homeowners Association, a Kansas non-profit corporation, the members of which shall be all of the several owners of the subject property hereinafter described. Wherever "The Sheffield Place Homeowners Association," or just "Association" is mentioned, it is explicitly understood that the Developer, Sheffield Place, Inc., shall exercise control over The Homeowners Association and/or The Architectural Committee until 100 percent of the lots are developed or sold. The Homeowners Association shall elect the Architectural Committee after said 100 percent development or sales of lots.

**COMMUNITY FACILITIES:** All facilities placed or erected on a community area and all facilities serving more than one residence site or one owner and including drives, walks, parking areas, sewers, electrical, water, gas, television, and telephone services and fixtures, storage and equipment areas or enclosures, parks, open spaces, planted and landscaped areas, sprinkling systems, and recreation areas, and maintenance equipment -- but not confined to the above only, and designated as reserved for such purpose on the recorded plat of Sheffield Place Addition, Sedgwick County, Kansas.

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

**TENANT:** Any person leasing or renting from an Owner.

**COMMON AREAS:** Referred to as open space.

**OCCUPANCY:**  
**Conduct:**

ARTICLE III

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

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

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

ARTICLE IV

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

Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and in the common areas. Dogs and other animals shall not be allowed to trespass in or on common areas.

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

No automobile, truck, motorcycle, motorbike, boat, housetrailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the common areas, driveways or upon residential streets or in the front yards of residences, except temporarily in drive ways.

All vehicles shall be operated for transportation only and no joy riding on the streets or lot premises shall be allowed.

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

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

No animals or poultry of any kind, other than pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants. Provided that the ordinance of the City of Wichita governing the care and number of pets or dogs should apply and be used to regulate pets or animals. Household pets may not exceed two (2) animals. The keeping of any poultry and swine are prohibited.

No signs, advertisements, billboard or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted, provided, however, that permission is hereby granted for the erection and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall be not more than four (4) feet square in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Provided, however, that the developer shall have the privilege and right to erect a sign or signs any place or places which the developer desires to advertise and call attention to the development. Such signs shall not violate any pertinent municipal ordinance. Such right to erect such signs by the developer shall terminate when the realty covered by this declaration and restrictions is fully developed.

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

The Sheffield Place Homeowners Association shall also have the right to enforce the restrictive covenants set out herein.

ARTICLE V

ASSOCIATION:  
Powers and Duties:

THE SHEFFIELD PLACE HOMEOWNERS ASSOCIATION of the State of Kansas shall have the rights and powers as set forth in its Articles of Incorporation and By-Laws, together with its general powers as a non-profit corporation, and it shall perform each and every duty required by it by this Declaration.

Sheffield Place, Inc., shall carry out all of the duties and powers herein delegated to the Association in regard to each particular platted area until 100 percent of the building sites in each separate plat shall have residences constructed thereon occupied in accordance with these Declarations of Covenants and Restrictions of development as aforesaid, such platted area shall be turned over to the Association which shall then exercise the powers and duties herein set out in regard to such platted area. Owners in platted areas shall not vote in the Association until the management of the particular platted area wherein they reside has been turned over to the Association. Provided, however, that Sheffield Place, Inc., may at its option at any time turn the management of any platted area, and control of the affairs of the Association, over to the Association. The Association and Sheffield Place, Inc., shall cooperate fully in the management of all areas.

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

The Association shall own and maintain the common areas, reserves and access easements, after the same have been conveyed to the Association.

The cost of such maintenance shall be paid from the proceeds of special assessments levied against each lot as hereinafter set out, except for the costs paid by the developer until areas are turned over to the Association.

ASSOCIATION:  
Operations and  
Expenses:

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

ASSOCIATION:  
Enforcement:

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

The Association by three-fourths vote of the Board of Directors shall have the power to levy fines up to and including Five Hundred Dollars (\$500.00) against any Owner who has breached or threatens to breach any of the provisions of this Declaration or By-Laws of the Association. Owners shall be responsible for their tenants.

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

ARTICLE VI

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

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

Each new Owner and Sheffield Place, Inc. shall pay an original charge of Seventy-five Dollars (\$75.00) to the Association to be used as an operating fund for the Association.

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

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

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

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

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

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

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

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

#### ARTICLE VII

**REPAIR AND RESTORATION:** Should any community facilities or any part of Community Facilities. portion thereof be damaged or destroyed by fire

or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair and restoration, and the same shall be done substantially in accordance with the original plans and specifications for the improvements of subject property.

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

If the owner of record or any other party shall have collected such insurance proceeds and fail to deliver them to the Association to be used to pay for such restoration or repairs, then the Association may declare the cost of such repairs or restoration a lien upon the premises so repaired or restored and may collect the amount of such lien by suit or foreclosure. Upon payment of such costs by the owner or mortgagee, such lien shall be released. In any event, such lien shall be junior and inferior to any mortgage made and placed of record prior to such damage.

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

#### ARTICLE VIII

**EASEMENTS:**  
Reservation:

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

**EASEMENTS:**  
Reservation of Right  
of Way:

Sheffield Place, Inc. specifically reserves unto itself, its successors and assigns, a perpetual non-exclusive easement and right-of-way over the common area, for the purpose of constructing, maintaining, repairing, replacing, and rebuilding underground pipe lines, drains and/or mains for the purpose of conveying, gas, water, and sewerage over, across and through the lands hereinabove described, together with the right to excavate and level ditches and/or trenches for the location of said pipes, drains, and/or mains; provided,

however, the subject property is at all times to be replaced in its original state at the expense of the Declarant, his successors and assigns, for the purpose of developing all residence sites located upon subject property and any contiguous and adjacent property to be developed at a later time. This easement is not intended to be exclusive and it is not intended to prohibit or restrain the owners of the subject property to use the land for their benefit, provided that such land shall not be used in such a manner as to interfere with the operation or repair of such utilities.

Sheffield Place, Inc., or its Designate may use such easements for the purposes necessary to construct, erect and maintain public utilities for the benefit of such property.

#### ARTICLE IX

#### OFF STREET PARKING:

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

#### ARTICLE X

#### ARCHITECTURAL CONTROL COMMITTEE:

It is understood that Sheffield Place, Inc., (the developer) intends to exercise rigid controls in the development of Sheffield Place Addition, and any statement made inferring or implying the transfer of architectural control, or the full control of common areas, whether it be landscaping or other use, or the control of improvements thereon, shall in no way diminish or obscure Sheffield Place, Inc., control until 100 percent development or sales are complete. Only upon 100 percent development will Sheffield Place Property Owners Association assume control of architecture or common areas.

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

The Developer shall appoint the Architectural Control Committee at its pleasure until the area shall be 100 percent developed or sold and the Association shall be delivered control of the commons as hereinbefore set out, at which event the Association shall appoint an Architectural Control Committee of three members of the Association who shall then exercise the full functions of the Architectural Control Committee as herein set out.

ARTICLE XI

MISCELLANEOUS:  
Acceptance of Pro-  
visions by Grantee:

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

MISCELLANEOUS:  
Interpretations of  
Restrictions:

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

MISCELLANEOUS:  
Construction and  
Validity of  
Restrictions:

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

MISCELLANEOUS:  
Assignment of Powers:

Any and all rights and powers of the Declarant provided for in this Declaration and any modification or amendment thereof may be delegated, transferred, assigned, conveyed or released by Declarant to the Association, and the Association shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein. In a like manner and for a like term, such powers and duties may be assigned to Sheffield Place Property Owners Association.

MISCELLANEOUS:  
Waiver and Exceptions:

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

do so thereafter or to enforce any other restriction, condition, covenant, reservation, lein or charge.

MISCELLANEOUS:  
Titles:

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

MISCELLANEOUS:  
Singular and Plural  
Masculine and  
Feminine:

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

MISCELLANEOUS:  
Successors in  
Interest:

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

MISCELLANEOUS:  
Amendments:

These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of fifty (50) years from the date hereof. No modification, repeal or amendments of this Declaration shall be effective or binding upon any party or upon any real property subject hereto or benefited hereby unless an instrument in writing shall be duly recorded and unless it be executed by the Association and by not less than eighty percent (80%) of the property owners.

MAINTENANCE OF  
COMMON AREAS:

Declarant further covenants that the areas specifically referred to as open space in said Plat of Sheffield Place Addition shall be owned by Sheffield Place, Inc., until such time as 100 percent of the lots are sold or developed and at that time shall be deeded to Sheffield Place Homeowners Association of the State of Kansas, and that such areas shall be landscaped and maintained by the said Sheffield Place, Inc., or Sheffield Place Homeowners Association (after 100 percent development), and that the expense of the same shall be raised by special assessments levied by the Homeowners Association as hereinbefore set out.

In the event that Sheffield Place Homeowners Association shall fail at any time to maintain the Common Properties or fail in any manner to fulfill their obligations relating to the Common Properties, the City of Wichita may serve written notice upon Sheffield Place Homeowners Association setting forth the manner in which Sheffield Place Homeowners Association has failed to fulfill their obligations. Such notice shall include a statement describing the obligation that has not been fulfilled and shall provide a reasonable time within which Sheffield Place Homeowners Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable values of the properties within the Community Unit Plan and to prevent the Common Properties from becoming a nuisance, may enter upon said Common

MULTI-UNIT  
BUILDING  
AGREEMENT

Properties and maintain the same until Sheffield Place Homeowners Association shall resume fulfillment of their obligations. All costs incurred by the City of Wichita in carrying out the obligations of Sheffield Place Homeowners Association may be assessed against the Common Properties and said assessments may become tax liens upon said Common Properties.

The real property which this instrument affects will be constructed thereon multi-family buildings, i.e., buildings containing several residential units, and there will be filed of record agreements for each building in regard to the maintenance, repair, insurance and other matters which must necessarily be agreed upon by diverse owners of different units within the same building. Owners of units within Sheffield Place Addition acquire and accept title to the real property therein, subject to such agreements.

IN WITNESS WHEREOF, SHEFFIELD PLACE, INC., has caused this Declaration to be executed this 2nd day of JUNE, 1978.

SHEFFIELD PLACE, INC.

By [Signature]  
President

ATTEST:

Maxine M. Walker  
Secretary

STATE OF KANSAS )  
SEDGWICK COUNTY ) ss:

BE IT REMEMBERED that on this 2nd day of June, 1978, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came C. Bill Bachman, President of SHEFFIELD PLACE, INC., a corporation of the State of Kansas, personally known to me to be such officer, and to be the same person who executed as such officer the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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



Maxine M. Walker  
Notary Public

My Commission Expires:

Sept 15, 1980

May 30, 1978

Joel Pollack  
1901 West 13th Street  
Wichita, Kansas 67203

Re: S/D 77-88 - Sheffield Place Addition

Dear Mr. Pollack:

I am returning herewith the copy of the restrictive covenants and homeowner's association agreement with a couple of typo errors marked and an additional clause concerning the open space maintenance we would like to have added to the document.

At such time as a corrected, signed original of the document has been received we will schedule the plat for final hearing by the Board of City Commissioners. This should be on June 20, 1978. We were unable to make the deadline for the June 6, City Commission meeting because we did not receive the one late sewer petition in time to get it on the agenda, and the restrictive covenants, of course, needed to be revised and corrected.

If you have any questions, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:et

cc:

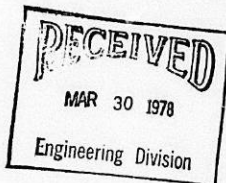
Ken Bengtson, Van Doren-Hazard-Stallings, 260 N. Rock Road, Suite 250,  
Wichita, Kansas 67206



468 76 245 80413000 000 001  
KANSAS GAS AND ELECTRIC COMPANY

DON H. ELLIOTT  
REGIONAL MANAGER - WICHITA REGION

MAPD  
Received 5-30-78  
March 29, 1978



Mr. Dick Linn  
Engineering Department  
City of Wichita  
455 North Main  
Wichita, Kansas 67202

Dear Mr. Linn:

This is confirming our conversation relative to the City of Wichita's underground drainage pipe installation across our 108' easement as indicated on the attached plan. As I mentioned to you yesterday (3-28-78), we expect to lower our primary cable at least 3' below the underground drainage pipe.

We do not object to your proposed change in the specifications which now call for an elliptical pipe 53" x 34". We understand this will allow both Chelsea Estates and the Sheffield project immediately adjacent to the north to gather drainage and cross our easement at one location.

We further understand from Mr. M.S. Mitchell that via Mr. Gore, one of the Northboro owners, an agreement has been reached to provide the necessary bond to the city for construction for the drainage ditch and outlet box under the railroad.

We are most anxious to see this work completed and will work with you and your department toward that end.

Sincerely,

DHE/ts

cc: Bernard Ruddick - KG&E

Attachment

WILLIAM L. KORBBER

**BAUGHMAN CO.**  
SURVEYORS

330 LAURA

WICHITA, KANSAS 67211

ONE 1/4 262-7271

Future Drain  
Easement  
FUTURE  
NORTHBOROUGH  
ADD

Proposed 20' Perm  
Drainage Esmt

Proposed 50'  
Temp Drain  
Esmt

108' KG & E  
Easement

ESTATES

PROPERTY

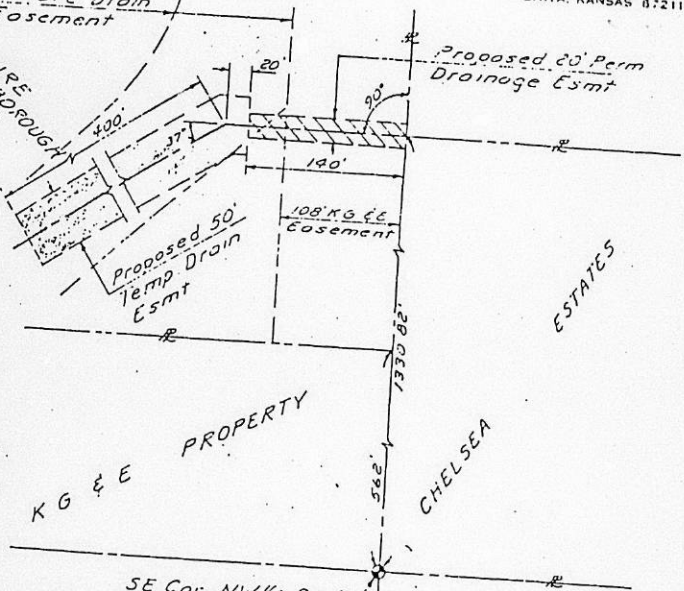
KG & E

CHELSEA



Scale 1" = 100'

SE Cor. NW 1/4 Sec. 7,  
T27S, R2E



May 2, 1978

Mr. Lowell R. Richardson  
Vice President  
Amarado Investment Co., Inc.  
230 South Market  
Wichita, Kansas 67202

Re: Storm Water Sewer No. 124

Dear Mr. Richardson:

The Change Order has been approved for the above referenced project which increases the capacity of the outfall pipe across the K-G-&-E easement.

We have received a check in the amount of \$2,577.40 from Sheffield Place, Inc. for the difference in size of pipe to allow their drainage into this storm sewer system. Your check received in the amount of \$1,563.00 provides for your share of the necessary extension of this pipe and construction of the headwall at the outfall. Adjustment and/or relocation of the K-G-&-E conduit is also the responsibility of Amarado Investment Company and Sheffield Place, Inc.

The Contractor has been issued a Work Order to proceed with construction of the outfall pipe.

If additional information is necessary, please contact me.

Very truly yours,

R.W. Linn,  
City Engineer

RWL:gd  
CC: Joel Pollack

SHEFFIELD PLACE, INC.

FEBRUARY 10, 1978

MR. JACK GALBRAITH  
DEPARTMENT OF PLANNING  
CITY OF WICHITA  
455 NORTH MAIN STREET  
WICHITA, KANSAS 67202

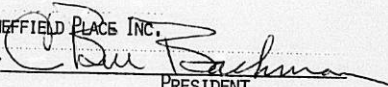
DEAR MR. GALBRAITH:

PLEASE BE ADVISED THAT SHEFFIELD PLACE INC., DEVELOPERS OF  
THE PROPERTY LEGALLY DESCRIBED AS LOT 4, BLOCK 2 IN E. E.  
JABES ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS AND SPROUL  
CONSTRUCTION INC., DEVELOPERS OF THE PROPERTY LEGALLY DESCRIBED  
AS LOT 5, BLOCK 2, IN E. E. JABES ADDITION DO NOT DESIRE NOR  
CONTEMPLATE ANY PRIVATE STREETS FOR CIRCULATION CONNECTING BETWEEN  
THE TWO PROPERTIES DESCRIBED ABOVE.

VERY TRULY YOURS,

SHEFFIELD PLACE INC.

BY

  
PRESIDENT

SPROUL CONSTRUCTION INC.

BY



SCHEDULE A

Number  
261511

Effective Date  
February 24, 1978 @ 7:00 A. M.

1. Owners Policy to be issued: ALTA Form B - 1970 Amount: Unknown  
(Amended 10-17-70)

Proposed Insured:

City of Wichita

Loan Policy to be issued: ALTA Form 1970 Amount:  
(Amended 10-17-70)

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple and title thereto is at the effective date hereof vested in:

Max Cohen, a single person (Tract #1)  
Sheffield Place, Inc. (Tract #2)

3. The land referred to in this Commitment is described as follows:

TRACT #1

Lot 4, Block 2, E. E. Jabes Addition to Wichita, Sedgwick County, Kansas, except The North 300 feet of the East 580.8 feet of Lot 4, Block 2, E. E. Jabes Addition to Wichita, Sedgwick County, Kansas.

TRACT #2

The North 300 feet of the East 580.8 feet of Lot 4, Block 2, E. E. Jabes Addition to Wichita, Sedgwick County, Kansas.

SCHEDULE B

Upon payment of the full consideration to, or for the account of, the grantors or mortgagors, and recording of the deeds and/or mortgages, the form and execution of which is satisfactory to the Company, the policy or policies will be issued containing exceptions in Schedule B thereof to the following matters (unless the same are disposed of to the satisfaction of the Company):

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs): Year 1977 Taxes \$220.94+ not paid. Key #C-37895 (Tract #1); Year 1977 Taxes \$75.03+ not paid. Key #C-37895-1 (Tract #2).
9. Easements over the West 20 feet; the South 10 feet, and the North 10 feet of captioned property, for the construction and maintenance of all public utilities.
10. It is noted for informational purposes only, that the Plat of E. E. Jabes Addition contains the following statement: "See associated C.U.P. for required setbacks on Lots 1, 2 and 5, Block 1 and Lots 3, 4 and 5, Block 2.
11. It is noted for informational purposes only, and not as an exception to title which will appear in our policy, that captioned property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Certificates, Resolutions, Amended Resolutions and Ordinances.



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 4 sec 4 300 ft E 580.8 ft Block 2 E. M. Javes Addition

1977 Real Estate Tax

11-3-77

MAKE CHECKS PAYABLE TO

SEDGWICK COUNTY TREASURER

WICHITA, KANSAS 67203 PH. (316) 268-7651

INTEREST

PAID

RECEIVED

DATE

AMOUNT

AMOUNT

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

11-30-77-7307-22-1-W  
C-37655  
Cohen, Max

67-01

PLEASE INDICATE ANY CHANGE OF ADDRESS

6A NAT

220.94

4.80

225.74

4058

673255

VALUATION	MILLEVY	GENERAL TAX	SPECIAL TAX	TOTAL TAX	FIRST HALF	SECOND HALF	
2120	104,215	220.94	-0-	220.94	110.47	110.47	1977 Real Estate Tax

MICROFILMED FROM THE BEST AVAILABLE COPY

**THE CITY OF WICHITA**  
**OFFICE OF WATER DEPARTMENT**

**DATE** May 24, 1978

**TO** Jack H. Galbraith, Chief Planner  
**FROM** Bill H. Otten, Chief Engineer-Water Engineering  
**SUBJECT** Sheffield Place Addition

The plattors of Sheffield Place Addition have submitted valid 100% petitions for water benefit districts to serve this plat. Therefore, our requirements for water service to this area have been fulfilled. The petitions and resolutions will be placed on the City Commission Agenda for approval on or about June 6, 1978.

*Bill H. Otten*  
Bill H. Otten,  
Chief Engineer-Water Engineering

BHO:sd

✓ DP-62

November 10, 1977

Kenneth H. Bengtson, P.E.  
Van Doren-Hazard-Stallings  
250 Rock Road Building  
260 North Rock Road  
Wichita, Kansas 67206

Re: Request for Administrative Adjust-  
ment to DP-62 - Chelsea Station  
Parcel 6 being replatted as  
Sheffield Place Addition

Dear Mr. Bengtson:

We have reviewed your request for a determination on the setbacks required on the lots being platted in Sheffield Place Addition. Specifically, you are requesting no front, side or rear yard setbacks on any of the lots being platted and are requesting that single family detached units be permitted.

We are not agreeable to making a favorable interpretation that detached single family homes are permitted on this parcel. The CUP specifically states that the proposed use is for:

"Clustered detached multiple family dwellings having accommodations for two, three, four or six families and/or townhouses or condominiums and related community activity centers associated with the above mentioned."

We will, however, review requests for individual lots to be used for single family homes, but are not in favor of interpreting that each lot can be used for detached single family homes.

Regarding your request as to "0" setbacks, the large area being platted as Lot 18 has perimeter easements and no structure can encroach into these easements. As to any setbacks between structures, that will be determined by the building codes.

As far as all of the other lots, we have no objection to a zero front or rear yard with the understanding that there will

Page Two  
Kenneth H. Bengtson, P.E.  
November 10, 1977

be no encroachments over the front or rear lot line by any part of the dwelling units, and provided that there will be maintained at least 20 feet of space on the reserves between the garage and the private streets so as not to permit parked cars from extending into the private street areas.

Regarding the determination as to maintaining "0" sideyards, we have no objection, provided however, that if a side yard is provided, it must be at least 5 feet and the separation between dwelling units must comply to the building codes.

Inasmuch as we have previously received a request from Bill Bachman to permit tri-level, nine unit buildings on 25% of Parcel 6, and authorized such units by letter dated April 5, 1977, this is to advise that we now consider that request and favorable determination "void" except that that type of unit is still considered acceptable on Lot 18 in the northwest corner of the plat.

If you have any questions concerning these determinations, please call.

APPROVED:

Robert A. Lakin  
Director of Planning

APPROVED:

Robert B. Feldner  
Robert B. Feldner, Superintendent  
of Central Inspection

RAL:JHG:el

cc: C. Bill Bachman, Bill Bachman & Associates, Inc.  
1901 West Thirteenth, 67203  
Jerry Feldman, Bill Bachman & Associates  
1901 West Thirteenth, 67203  
Robert B. Feldner, Superintendent of Central Inspection

August 18, 1977

Van Doren-Hazard-Stallings  
260 North Rock Road  
Wichita, Kansas 67206

Re: S/D 77-88 - Final plat of  
SHEFFIELD PLACE ADDITION

Gentlemer:

At the regular meeting of the Metropolitan Area Planning Commission on August 18, 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 August 15, 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 Commission.
- 5-16-78. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 5-23-78. Certification by an attorney that fee title is vested in the platfor.
- 5-23-78. Certification that all taxes due and payable for 1976 and prior years have been paid.

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

Sincerely,

Jack H. Galbraith  
Chief Planner

JHG:bh

cc: Sheffield Place, Inc., c/o C. Bill Bachman, 1901 W. 13th, 67203  
Bill G. Yung, Design Consultant, 1355 N. Waco, 67203  
Dean Sellers, Assistant City Engineer

August 15, 1977

Van Doren-Hazard-Stallings  
260 North Rock Road  
Wichita, Kansas 67206

Re: S/D 77-88 - Final plat of  
SHEFFIELD PLACE ADDITION

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, August 11, 1977, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. *See memo from Bob Lakin dated 11-10-77*  
If the proposed development is to be individually owned zero lot line townhouses, the applicant shall make a written request for an administrative <sup>agreement</sup> to the associated C.U.P. DP-62 to develop lots with no required front, side or rear yard setbacks.
- B. Since Broadmoor Street was platted as a part of the E. E. James Addition, and this plat is a replat of only a lot in said addition, all references in the engineer's and platator's text to platting a street shall be deleted.
- C. The mayor's name under his signature line shall be corrected to read: "Tony Casado."
- D. The access controls to Broadmoor referred to in the platator's text shall be labeled on the face of the plat.
- E. The applicant shall submit a Homes Association Agreement for all of subject property to the Planning Department for review and approval. Said agreement to contain provisions for the installation and continued maintenance of the private drives, parking areas and private common open areas indicated on the plat. The Homes Association Agreement, when approved, will be forwarded with the final plat to the City Commission.

5-22-78 *b.* Applicant shall guarantee the construction of a sidewalk on the west side of Broadmoor. *NO longer required under new sidewalk policy. However, a petition was filed with E.E. Jones plat*

*c.* The applicant shall be advised that construction of the sidewalk will be a requirement of the building permit when the sidewalk has been required as a condition of plat approval.

5-25-76 *d.* The applicant shall submit a letter from the property owner to the north indicating that he is not desirous of having access across the common property line between this plat and his ownership.

*e.* The applicant shall contact Tim Cain of the Department of Public Works relative to house addressing and better definition of the limits of blocks indicated on the plat.

*f.* The applicant shall submit a written statement signed by the owners of the Northborough property to the west and Kansas Gas and Electric Company granting permission for this plat to drain to the existing drainage channel on the Northborough property prior to the actual improvement of said channel should this plat be developed before the channel improvement is accomplished.

*g.* *5-30-78 - Dick Linn said ok has been received*  
The applicant's engineer shall submit a sanitary sewer layout for subject property to the Engineering Division of the Department of Public Works for review.

*h.* 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, August 18, 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.

S/D 77-88  
August 15, 1977  
Page 2

cc: Sheffield Place, Inc.  
c/o C. Bill Bachman  
1901 W. 13th St., 67203

Bill G. Yung  
Design Consultant  
1355 N. Waco, 67203

Dean Sellers, Assistant City Engineer

FINAL PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 77-88 Name SHEFFIELD PLACE ADDITION  
Date Application Rec'd. 7/1/77 Preliminary Approval 7/14/77  
Scheduled S/D Meeting 8/11/77

DESCRIPTION

General Location West side of Broadmoor, in an area south of 21st  
Street North  
Owner Sheffield Place, Incorporated  
Surveyor/Engineer Van Doren, Hazard, Stallings  
Address 260 North Rock Road Phone 686-7303

- |   |  |  |  |
|---|--|--|--|
| 1. Gross Acreage of Plat                          | <u>15.75±</u>                                    | 7. Lineal Feet of New Streets:             |  |
| 2. Number of Lots:                                |  | a. <u>        </u> R/W <u>        </u> ft. |  |
| Residential                                       | <u>88</u>  | b. <u>        </u> R/W <u>        </u> ft. |  |
| Commercial  | <u>        </u>                                  | c. <u>        </u> R/W <u>        </u> ft. |  |
| Industrial  | <u>        </u>                                  | d. <u>        </u> R/W <u>        </u> ft. |  |
| Other   | <u>        </u>                                  | e. <u>        </u> R/W <u>        </u> ft. |  |
| Total Number of Lots                              | <u>88</u>  | TOTAL <u>        </u> ft.                  |  |
| 3. Minimum Lot Frontage                           | <u>32</u> ft.                                    | 8. Sidewalk adjacent to all                |  |
| 4. Minimum Lot Area                               | <u>1,920</u> sq. ft.                             | streets? <u>yes</u> <u>x</u> <u>no</u>     |  |
| 5. Existing Zoning                                | <u>AA</u>  |  |  |
| 6. Proposed Zoning                                | <u>AA</u>  |  |  |
| 9. Public Water Supply                            | <u>YES</u> (Yes-No), Name <u>City of Wichita</u> |  |  |
| 10. Public Sanitary Sewers                        | <u>YES</u> (Yes-No), Name <u>City of Wichita</u> |  |  |
| 11. Health Department Approval (where applicable) | <u>NO</u> (Yes-No)                               |  |  |
| 12. City of Wichita <u>x</u> : Three-Mile Area    |  |  |  |

STAFF COMMENTS:

- A. If the proposed development is to be individually owned zero lot line townhouses, the applicant shall make a written request for an administrative amendment to the associated C.U.P. DP-62 to develop lots with no required front, side or rear yard setbacks.
- B. Since Broadmoor Street was platted as a part of the E.E. Jabes Addition, and this plat is a replat of only a lot in said addition, all references in the engineers and plattors text to platting a street shall be deleted.
- C. The mayors name under his signature line shall be corrected to read, "Tony Casado."
- D. The access controls to Broadmoor referred in the plattors text shall be labeled on the face of the plat.
- E. The applicant shall submit a Homes Association Agreement for all of subject property to the Planning Department for review and approval. Said agreement to contain provisions for the installation and continued maintenance of the private drives, parking areas and private common open areas indicated on the plat. The Homes Association Agreement, when approved will be forwarded with the final plat to the City Commission.
- F. Applicant shall guarantee the construction of a sidewalk on the west side of Broadmoor.
- G. The applicant shall be advised that construction of the sidewalk will be a requirement of the building permit when the sidewalk has been required as a condition of plat approval.
- H. The applicant shall submit a letter from the property owner to the north indicating that he is not desirous of having access across the common property line between this plat and his ownership.

- I. The applicant shall submit a written agreement signed by the owners of the Northborough property to the west and Kansas Gas & Electric granting permission for this plat to drain to the existing drainage channel on the Northborough property prior to the actual improvement of said channel should this plat be developed before the channel improvement is accomplished.
- J. The applicant's engineer shall submit a sanitary sewer layout for subject property to the Engineering Division of the Department of Public Works for review.
- K. Recording of the plat within 30-days after approval by the Board of City Commissioners.

newby

SOCD-Cons-5 (11/75)

RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND

Property Name Sheffield Place Addition

MAILED TO:

Location West side of Broadmoor and

\_\_\_\_\_ Name

South of 21st St. North

Van Doren-Hazard-Stallings

\_\_\_\_\_ Firm

Date 7-14-77

686-7303

\_\_\_\_\_ Phone

Prepared by Larry L. Henry, District Conservationist  
USDA-Soil Conservation Service,  
4109 Maple, Wichita, Kansas 67209  
Phone: 943 9471



Requested by: Wichita-Sedgwick County Metropolitan Area Planning Commission

\*\*\*\*\*

- A. SOIL TYPE: 75% - Goessel silty clay, 1-2 percent slopes
- 25% - Rosehill silty clay, 1-3 percent slopes

B. SITUATION: This area will have a severe water erosion problem if proper precautions are not taken during construction.

-----  
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 homes 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

July 18, 1977

Van Doren-Hazard-Stallings  
260 North Rock Road  
Wichita, Kansas 67206

Re: S/D 77-88 - Preliminary Plat  
of SHEFFIELD PLACE ADDITION

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, July 14, 1977, 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. If the proposed development is to be individually owned zero lot line townhouses, the applicant shall make a written request for an administrative amendment to the associated C.U.P. DP-62 which will permit the development of the lots with no required front, side or rear yard setbacks.
- B. The street names shown on the private drives shall be deleted from the plat and said drives shall be labeled as private drives, firelanes and utility easements on the final plat.
- C. The applicant shall submit a Homes Association Agreement for all of subject property to the Planning Department for review and approval. Said agreement to contain provisions for the installation and continued maintenance of the private drives, parking areas and private common open areas indicated on the plat. The Homes Association Agreement, when approved will be forwarded with the final plat to the City Commission.
- D. *for final plat covered all the property*  
The applicant shall submit with the final plat three copies of a plan indicating the proposed phasing of the development of subject property, since only a portion of the total site is to be finalized at this time.

S/D 77-88  
July 18, 1977  
Page 2

- ~~E.~~ The complete access control reference on the north line of the plat may be deleted and does not need to appear on the final plat.
- F. The applicant shall guarantee the construction of a sidewalk on the west side of Broadmoor.
- G. The applicant shall be advised that construction of the sidewalk will be a requirement of the building permit when the sidewalk has been required as a condition of plat approval.
- H. The applicant shall submit a letter from the property owner to the north indicating that he is not desirous of having access across the common property line between this plat and his ownership.
- I. The applicant shall submit a written agreement signed by the owners of the Northborough property to the west and Kansas Gas & Electric, granting permission for this plat to drain to the existing drainage channel on the Northborough property prior to the actual improvement of said channel should this plat be developed before the channel improvement is accomplished.
- J. The applicant's engineer shall submit a sanitary sewer layout for subject property to the Engineering Division of the Department of Public Works for review.
- K. 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:rne  
Encl.

cc: Sheffield Place, Inc., 1901 W. 13th St., 67203  
Bill G. Yung, Design Consultant, 1355 N. Waco, 67203  
Dean Sellers, Assistant City Engineer

PRELIMINARY PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 77-88 Name SHEFFIELD PLACE ADDITION  
Date Application Rec'd. 7-1-77 Preliminary Approval \_\_\_\_\_  
Scheduled S/D Meeting 7-14-77

DESCRIPTION

General Location West side of Broadmmor, in an area south of 21st  
Street North  
Owner Sheffield Place, Inc.  
Surveyor/Engineer Van Doren-Hazard-Stallings  
Address 260 N. Rock Road Phone 686-7303

- |   |   |
|---|---|
| 1. Gross Acreage of Plat <u>15.75±</u>                                      | 7. Lineal Feet of New Streets:                                    |
| 2. Number of Lots:  | a. _____ R/W _____ ft.  |
| Residential <u>88</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>88</u>  | TOTAL _____ ft.   |
| 3. Minimum Lot Frontage <u>32</u> ft.                                       | 8. Sidewalk adjacent to all                                       |
| 4. Minimum Lot Area <u>1,920</u> sq. ft.                                    | streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> |
| 5. Existing Zoning <u>AA</u>  |   |
| 6. Proposed Zoning <u>AA</u>  |   |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u>     |   |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> |   |
| 11. Health Department Approval (where applicable) <u>No</u> (Yes-No)        |   |
| 12. City of Wichita <u>X</u> : Three-Mile Area _____                        |   |

STAFF COMMENTS:

- A. If the proposed development is to be individually owned zero lot line townhouses, the applicant shall make a written request for an administrative amendment to the associated C.U.P. DP-62 which will permit the development of the lots with no required front, side or rear yard setbacks.
- B. The street names shown on the private drives shall be deleted from the plat and said drives shall be labeled as private drives, firelanes and utility easements on the final plat.
- C. The applicant shall submit a Homes Association Agreement for all of subject property to the Planning Department for review and approval. Said agreement to contain provisions for the installation and continued maintenance of the private drives, parking areas and private common open areas indicated on the plat. The Homes Association Agreement, when approved will be forwarded with the final plat to the City Commission.
- D. The applicant shall submit with the final plat three copies of a plan indicating the proposed phasing of the development of subject property, since only a portion of the total site is to be finalized out at this time.
- E. The complete access control reference on the north line of the plat may be deleted and does not need to appear on the final plat.
- F. The applicant shall guarantee the construction of a sidewalk on the west side of Broadmoor.
- G. The applicant shall be advised that construction of the sidewalk will be a requirement of the building permit when the sidewalk has been required as a condition of plat approval.
- H. The applicant shall submit a letter from the property owner to the north indicating that he is not desirous of having access across the common property line between this plat and his ownership.

(OVER)

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

Map No.: 5949  
Section No.: 7  
Twp. No.: 27S  
Range: 2E

S/D No. 77-88

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Sheffield Place Addition

General Location: Parcel 6, Chelsea Station (CUP) located generally at the intersection of 21st Street North and Rock Road. 703.81' South of the NW Corner NE 1/4 Sec. 7-27S-2E

*west side of Broadwood in an area south of 21st St road*  
Name of Property Owner: Sheffield Place Inc.  
Address: 1901 W. 13th Street, Wichita, Kansas 67203 Phone: 265-0895  
Name of Subdivider: Land Planner - Bill G. Yung, Design Consultant  
Address: 1355 N. Waco, Wichita, Kansas 67203 Phone: 264-0676  
Name of ~~XXXXXX~~ Engineer: Van Doren, - Hazard - Stallings  
Address: 260 N. Rock Road, Wichita, Kansas 67206 Phone: 686-7303  
Date of Application: July 1, 1977

SUBDIVISION INFORMATION:

- |   |  |
|---|--|
| 1. Gross Acreage of Plat <u>15.75<sup>±</sup></u> acres                     | 7. Lineal Feet of <sup>Private</sup> <del>New</del> Streets:   |
| 2. Number of Lots:  | a. <u>private</u> R/W <u>2600'</u> ft.   |
| Residential <u>38</u>   | b. _____ R/W _____ ft.   |
| Commercial <u>--</u>  | c. _____ R/W _____ ft.   |
| Industrial <u>--</u>  | d. _____ R/W _____ ft.   |
| Other <u>--</u>   | e. _____ R/W _____ ft.   |
| Total Number of Lots <u>88</u>  | TOTAL _____ ft.  |
| 3. Minimum Lot Frontage <u>32'</u> ft.                                      | 8. Sidewalk adjacent to all streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> <input type="checkbox"/> |
| 4. Minimum Lot Area <u>1920 sq.</u> ft.                                     |  |
| 5. Existing Zoning <u>CUP</u> <del>(AA)</del> <u>R-5</u>                    |  |
| 6. Proposed Zoning <u>CUP</u> <del>(AA)</del> <u>R-5</u>                    |  |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u>     |  |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> |  |
| 11. Health Department Approval (where applicable) <u>No</u> (Yes-No)        |  |
| 12. City of Wichita <input checked="" type="checkbox"/> 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: [Signature]  
PRESIDENT

Wichita-Sedgwick County Metropolitan Area  
Planning Commission, 10th Floor, City Hall,  
455 North Main, Wichita, Kansas 67202.

Received by [Signature]  
Date 7/1/77  
Fee Submitted 3711

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>2 bedrooms apartment</i>	

Name \_\_\_\_\_

Address \_\_\_\_\_

Type \_\_\_\_\_

Due Date \_\_\_\_\_

Comments: \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_