

PLAT NO. S/D 78-11 MAP NO. 6049

NAME COUNTRY PLACE ESTATES

LOCATION: North side of 13th St., 1/2 mile east  
of Rock Road.

ENGINEER Professional Engineering Consultants, P.A.

OWNER Country Club Estates, et al

APPLICATION FILED 1-27-78

SKETCH PLAT FILED 1-27-78

PRELIMINARY FILED 11-3-78

S/D ACTION 11-16-78 approve

FINAL FILED 1-15-79

S/D ACTION 1-25-79 Approve

MAPC ACTION 2-1-79 Approved

BCC ACTION 2-27-79 Approved

RECORDED March 21, 1979

REMARKS Expired MOPC guaranteeing  
the removal of an encroachment from  
dedicated Street R.O.W.

2-27-79

R.C.C./~~B.C.C.~~ Appraisal

1-3529

S/D (fine) appraisal

BCC Authorizing the 4-17-79  
modification of the plat to move  
the sublot in "Beane" 4" track area  
(27) pt to the north.

S/D 78-11 - COUNTRY PLACE ESTATES-  
North side of 13th St., 1/2 mile  
east of Rock Road, P.E.C., P.A.

Map No. 6049  
Sec. 8  
Twp. 27S  
Range 2E

Subdivision Report and Progress  
S/D No.: 78-11

Name: Place  
COUNTRY CLUB ESTATES

General Location: North side of 13th St., 1/2 mile east of Rock Road.

Owner: Country Club Estates, a Partnership (% Dave Ritchie)  
Address: 1900 Linden P.O. Box 4048 Zip Code: 67204 Phone: 838-9301

Subdivider: same as above  
Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Engineer/Surveyor: Professional Engineering Consultants, P.A. (Mary Welby)  
Address: 1440 E. English Zip Code: 67211 Phone: 262-2691

Present Zoning: "R-E" AA  
Proposed Zoning: "AA"  
Assoc. Zone Case: DP-89

M.A.P.C. ACTION: 2-1-79 Approved  
Advisory Letter: 2-1-79

APPLICATION RECEIVED: 1-27-78  
SKETCH PLAT RECEIVED: 1-27-78  
Letter of Intent: 2-2-78

Closure Data Submitted: \_\_\_\_\_  
Title/Taxes Rec'd. and Reviewed: 2-14-79  
Final Review: 2-16-79  
Referral to B.C.C.: 2-20-79

PREL. PLAT RECEIVED: 11-3-78  
S/D Comm. Action: 11-16-78 approve

B.C.C. ACTION: 2-27-79 Approved

Advisory Letter: \_\_\_\_\_

Tracing Received: 2-14-79  
Released for Recording: \_\_\_\_\_  
Plat Recorded: 3-21-79

FINAL PLAT RECEIVED: \_\_\_\_\_  
S/D Comm. Action: 1-25-79 approve

Advisory Letter: 1-26-79

Comments:

BCC 4-17-79 Authorized the modification of the plat by moving the median 27' to the south

T9-302 (2)

REGISTER OF DEEDS  
SEDGWICK COUNTY, KANSAS  
COUNTRY PLACE ESTATES  
ADDITION was  
filed for record on March 21, 1979  
Robert J. McCreary  
Register of Deeds  
S/D 78-11 w  
(DP-89) OK  
(A 78-2) OK  
no zone case

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

T9-328

April 28, 1982

John Dekker, Director of Law  
Jack H. Galbraith, Chief Planner

Request to change streets in Country Place Estates  
from public to private streets

In 1979, the 80-acre residential plat of Country Place Estates north of the Wichita Country Club was recorded. Approximately 6,000 linear feet of streets were dedicated to the public. Improvement of the streets to urban standards was guaranteed by petition and the last phase of paving these streets was recently completed. 1982 will be the first year for special assessments to be levied for the approximately \$506,000 paving costs. (Interest on the bond raises the 15-year cost to over \$1,099,000.00).

I have received a verbal request from Nester Weigand, Jr., President of the Country Place Homeowners' Association, to vacate the streets as to public use and retain them as private streets. This request stems from their desire to be able to control, by security guard, who enters the subdivision. My first reaction was to say that the special assessments would have to be paid off before we would support vacation of the public streets.

Would you please provide your opinion on whether the City could or should vacate public streets while there are outstanding special assessments for paving? We will advise the homeowners' association of your opinion. If you have any questions, please call me at 4404.

Jack H. Galbraith  
Chief Planner

JHG:LO:bh

cc: E. H. Denton, City Manager  
Russell Brenner, Director of Administration  
Robert A. Lakin, Director of Planning

Wester W. Legend Jr.

We need to have a tight Home  
Owners Association with a contractual  
obligation with City as to public  
rights in delivery, trash, inspection  
rights, safety + level of maintenance  
+ annual financing + lien provisions  
for non payment.

Pay off all special assessments.

Wester would like a letter advising  
that special assessments would have to be paid off

Law  
cc Brenner  
cc Manager

20

21

I think we need to have a tight HOME  
owner ~~owner~~ ± a contractual obligation  
w/ city as to Public Rights i.e. delivery, trash  
^ Safety + level of maint. + usual financing +  
inspector might  
lien provision for non payment

4559

CITY OF WICHITA  
Route Slip  
(PLEASE CIRCLE DESTINATION)

- |   |   |   |
|---|---|---|
| <b>Administration</b><br>Budget & Mgmt.<br>Contracts Admin.<br>Controller<br>Data Processing<br>Purchasing<br>Microfilm<br>Print Shop<br>Stores/Mail Room<br>Ret. & Insurance<br>Treasurer  | <b>Credit Union</b><br><b>Emergency Com.</b><br><b>Engineering</b><br>Admin./Planning<br>Construction/Survey<br>Design<br><b>Fire Department</b><br><b>Grievance Office</b><br><b>Health Department</b><br><b>Housing/Econ. Dev.</b><br>Admin. & Finance<br>Central Inspection<br>Energy Resources<br>Industrial Development<br>Local Housing Authority | <b>Library</b><br>M.T.A.<br><b>Municipal Court</b><br><b>Operations/Maint. Dept.</b><br>Admin. Research<br>Fleet Maintenance<br>Flood Control<br>Streets<br>Traffic Oper./Maint.<br><b>Park Department</b><br><b>Planning Department</b><br>Graphics<br><b>Police Department</b><br><b>Water Department</b><br>Accounting<br>Engineering<br>Filter Plant<br>Mains & Services<br>Sewer Maintenance<br>Water Pol. Control |
| <b>Airport Authority</b><br><b>Art Museum</b><br><b>City Commission</b><br><b>City Manager</b><br>City Clerk<br>Personnel<br>Public Affairs<br><b>Civil Rights &amp; E.E.O.</b><br><b>Community Facilities</b><br>Building Services<br>Century II<br>Community Arts<br>Omnisphere | <b>Human Resources</b><br>C.P.O.<br>Com./Status of Women<br>Community Action<br>Empl./Training<br>Job Teams<br>Substance Abuse<br><b>Law Department</b>   |   |

For Jack LaMant  
For your information      For your comments

MESSAGE: *After you have read this please give me a call so we can discuss. I have not made a response yet.*

Signed Gene Roth Date 3-24-82  
#000-013 JAN 81

# J. P. WEIGAND & SONS · Realtors

ESTABLISHED 1902

J. P. WEIGAND  
NESTOR R. WEIGAND  
JEAN PAUL WEIGAND  
MICHAEL G. WEIGAND  
NESTOR R. WEIGAND, JR.

COMMERCIAL / INDUSTRIAL / INVESTMENT

150 North Market  
Wichita, Kansas 67202  
316 / 282-6404

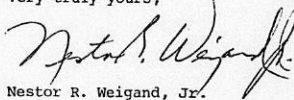
March 22, 1982

Mr. Gene Rath  
Director of Street Services  
455 North Main  
Wichita, Kansas 67202

Dear Mr. Rath:

As President of the Homeowners Association of Country Place Estates, I have been asked to contact you regarding an estimate of maintenance on the area commonly known as Country Place Estates. The homeowners in that area are very interested in acquiring those streets from the City and taking the responsibility for maintaining them. Thus, I would be interested in an estimate from you, verbal or written, as to what you would anticipate this maintenance might be.

Very truly yours,



Nestor R. Weigand, Jr.

NRWJr:sm

cc: Mr. Willard B. Thompson  
Fleeson, Goings, Coulson & Kitch

RECEIVED

MAR 24 1982

METROPOLITAN PLANNING

ROUTE  \_\_\_\_\_  
 \_\_\_\_\_



PROPERTY MANAGEMENT / COMMERCIAL & INDUSTRIAL / RESIDENTIAL SALES / SHOPPING CENTERS / COUNSELING & APPRAISING

August 10, 1981

Donald C. Gisick, City Clerk

Forrest L. Nagley, Junior Planner

Release of letter of credit associated with Country Place Estates (Credit Number C-763)

We have been advised by the Department of Engineering that the construction of a temporary deceleration lane at Gatewood and 13th Streets has been satisfactorily completed. On February 27, 1979, the Board of City Commissioners "received and filed" a letter of credit in the amount of \$2,000.00 from First National Bank in Wichita for the account of Country Place Estates as guarantee that this work would be performed. On March 2, 1981, an amendment to this letter of credit was forwarded to your office.

The letter of credit and its amendment may now be released at the request of either an authorized agent of Country Place Estates or the bank.

Forrest L. Nagley  
Junior Planner

FLN:hh

cc: Country Place Estates, a partnership, c/o Nester Weigand, Jr.,  
150 N. Market, 67202  
C. A. Whitney, Jr., Vice President, First National Bank, Box  
One, 67201  
Mike Lindabak, Project Development Engineer, City Engineering

THE CITY OF WICHITA

OFFICE OF ENGINEERING

DATE AUGUST 3, 1981

TO FORREST L. NAGLEY, JUNIOR PLANNER

FROM MIKE LINDEBAK, PROGRAM DEVELOPMENT ENGINEER

SUBJECT DECEL LANE AT GATEWOOD AND  
13TH STREET

The captioned project has been satisfactorily completed. The associated letter  
of credit (No. C-763 1st National Bank) can be released.

  
Mike Lindebak  
Program Development Engineer

BM/dla

RECEIVED

AUG 4 1981

METROPOLITAN PLANNING  
ROUTE  Nagley  
 \_\_\_\_\_

**J. P. WEIGAND & SONS** · *Realtors*

ESTABLISHED 1902

J. P. WEIGAND  
(1873-1980)  
NESTOR R. WEIGAND *Ch. E.*  
JEAN PAUL WEIGAND  
MICHAEL C. WEIGAND *Ch. W.*  
NESTOR R. WEIGAND, JR. *Ch. W. E.*

COMMERCIAL / INDUSTRIAL / INVESTMENT

150 North Market  
Wichita, Kansas 67202  
316 / 262-6404

July 20, 1981

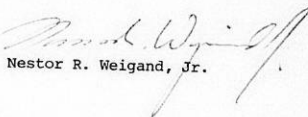
Mr. Forrest L. Nagley  
Metropolitan Area Planning Dept.  
455 North Main  
Wichita, Kansas 67202

Re: Letter of Credit No. C-763  
Country Place Estates

Dear Mr. Nagley:

Sorry that we have missed visiting with one another on the phone. The purpose of my calling you was in response to your letter to me of June 25th regarding the guaranteeing of construction of the acceleration lane at Gatewood and 13th Street. The reason I was calling you was to inform you that this was presently under construction and should, in fact, be completed the first part of August.

Very truly yours,

  
Nestor R. Weigand, Jr.

NRWJr:sm

cc: Mr. Mike Lindebak  
Project Development Engineer  
City Engineering  
455 North Main  
Wichita, Kansas 67202

Mr. John Long  
First National Bank  
P. O. Box 1  
Wichita, Kansas 67201

**RECEIVED**

JUL 21 1981

METROPOLITAN AREA PLANNING DEPT. VG  
ROUTE Nagley



REALTOR\*

PROPERTY MANAGEMENT / COMMERCIAL & INDUSTRIAL / RESIDENTIAL SALES / SHOPPING CENTERS / COUNSELING & APPRAISING

June 25, 1981

Country Place Estates, a partnership  
c/o Nestor Weigand, Jr.  
150 N. Market  
Wichita, Ks. 67202

Re: Letter of credit guaranteeing the construction of a temporary deceleration lane at Gatewood and 13th Street (Letter of Credit No. C-763).

Dear Mr. Weigand:

Your amended letter of credit from First National Bank in the amount of \$3,000.00 guaranteeing the above-referenced improvement is nearing default. The terms of the guarantee reference a required completion date of August 1, 1981. Operations and Maintenance has advised that, as of this date, the improvement has not been completed.

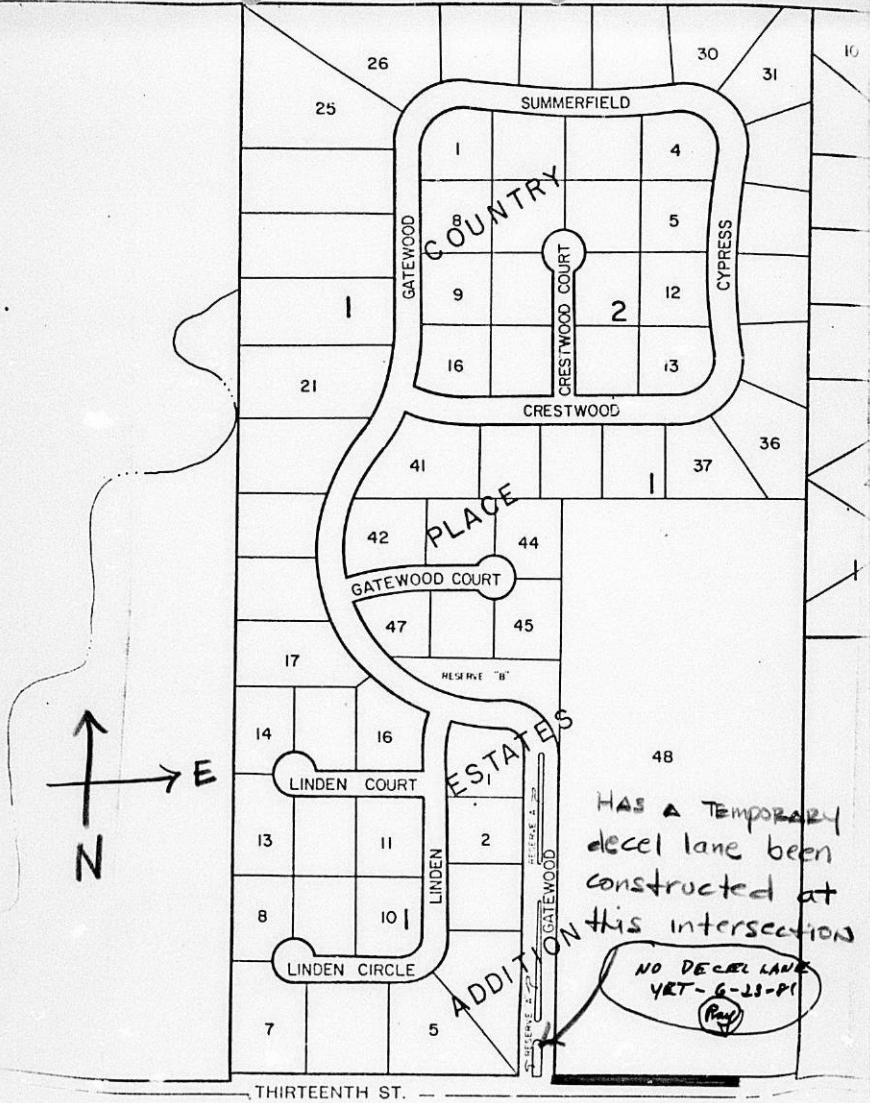
This letter acts to remind you of your agreement to construct the decel lane prior to August 1, 1981. Should you have any questions about this matter, please call me at 268-4421. Action on this matter is imperative if you wish to avoid default on your \$3,000.00 guarantee.

Sincerely,

Forrest L. Nagley  
Junior Planner

FLN:bh

cc: Mike Lindebak, Project Development Engineer, City Engineering  
1st National Bank, Box One, 67201



HAS A TEMPORARY decel lane been constructed at this intersection

NO DECEL LANE YET - 6-28-81

Ray ✓

March 2, 1981

Donald C. Gisick, City Clerk

Forrest L. Nagley, Junior Planner

Forwarding of amendment to letter of credit guaranteeing the construction of a temporary deceleration lane at Gate-wood and 13th Streets (Credit Number C-763) Country Place Estates

Attached please find an amendment for the above-referenced letter of credit. The amendment should be filed with the original guarantee until such time as a release is authorized or the City Engineer acts to collect.

Should you have any questions about this matter, please call.

Forrest L. Nagley  
Junior Planner

FLN:bh

cc: Country Place Estates, a partnership, c/o Nestor Weigand, Jr.,  
150 N. Market, 67202  
C. A. Whitney, Jr., Vice President, 1st National Bank, Box One,  
67201  
Mike Lindebak, City Engineering

RECEIVED

First National Bank in Wichita

FEB 27 1981

METROPOLITAN PLANNING

Box One  
Wichita, Kansas 67201  
Phone 316 268 1111

ROUTE

FIRST NATIONAL BANK

February 20, 1981

City of Wichita  
Wichita, Kansas

A M E N D M E N T

Gentlemen:

We hereby amend our Irrevocable letter of Credit no. C-763, for the account of Country Place Estates, as follows:

- DELETE:** We hereby open our Irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 2,000.00 for the account of Country Place Estates, A Partnership, c/o Nestor Weigand, Jr., 150 No. Market, Wichita, Kansas 67202, (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 February 1, 1981.
- ADD:** We hereby open our Irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 3,000.00 for the account of Country Place Estates, A Partnership, c/o Nestor Weigand, Jr., 150 North Market, Wichita, Kansas 67202 (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 August 1, 1981.
- DELETE:** 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 April 1, 1981.
- ADD:** 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 October 1, 1981.
-

First National Bank in Wichita

Box One  
Wichita, Kansas 67201  
Phone 316 268 1111

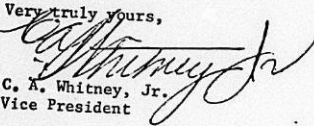
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## FIRST NATIONAL BANK

Amendment on L/C No. C-763  
February 20, 1981  
Page 2,

All other conditions under the Letter of Credit remain unchanged  
and in full force and effect.

Very truly yours,



C. A. Whitney, Jr.  
Vice President

CAW/ljh

cc



J. P. WEIGAND & SONS *Realtors*

ESTABLISHED 1900

J. P. WEIGAND  
1872-1950  
NESTOR R. WEIGAND CRE. SIA  
JEAN PAUL WEIGAND  
MICHAEL C. WEIGAND CCIM  
NESTOR R. WEIGAND, JR. CCIM SIA

COMMERCIAL / INDUSTRIAL / INVESTMENT

150 North Market  
Wichita, Kansas 67202  
316 / 262-6494

RECEIVED

FEB 20 1981

METROPOLITAN PLANNING  
ROUTE  Nagley

February 19, 1981

Mr. Forrest L. Nagley  
Metropolitan Area Planning Dept.  
455 North Main  
Wichita, Kansas 67202

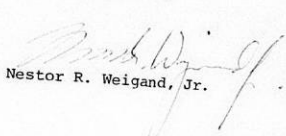
Re: Country Place Estates  
Letter of Credit No. C-763

Dear Mr. Nagley:

We have received your letter of February 17th regarding the approaching expiration of the above referenced Letter of Credit.

The First National Bank has today been requested to proceed with the preparation of an amendment in accordance with the requirements outlined in your letter.

Very truly yours,

  
Nestor R. Weigand, Jr.

NRWJr:sm

cc: Curtis Whitney  
First National Bank

Mike Lindebak  
City Engineering



REALTOR®

PROPERTY MANAGEMENT / COMMERCIAL & INDUSTRIAL / RESIDENTIAL SALES / SHOPPING CENTERS / COUNSELING & APPRAISING

**J. P. WEIGAND & SONS** • *Realtors*

ESTABLISHED 1902

COMMERCIAL / INDUSTRIAL / INVESTMENT

J. P. WEIGAND  
NESTOR R. WEIGAND  
JEAN PAUL WEIGAND  
MICHAEL C. WEIGAND  
NESTOR R. WEIGAND, JR.

150 North Market  
Wichita, Kansas 67202  
316 / 262-6404

February 19, 1981

Mr. Donald C. Gisick  
City Clerk  
455 North Main Street  
Wichita, Kansas 67202

Re: Country Place Estates  
Letter of Credit C-764

Dear Mr. Gisick:

We have received a copy of Forrest L. Nagley's letter to you of February 17th, which indicates the above referenced Letter of Credit may be released upon request by either the First National Bank or Country Place Estates partnership.

Please send the original Letter of Credit to our office, and we will forward to the Bank.

Very truly yours,

J. P. WEIGAND & SONS, REALTORS

Nestor R. Weigand, Jr.

NRWJr:sm

cc: Forrest L. Nagley  
Metropolitan Planning Dept.

Curtis Whitney  
First National Bank

Mike Lindebak  
City Engineering



PROPERTY MANAGEMENT / COMMERCIAL & INDUSTRIAL / RESIDENTIAL SALES / SHOPPING CENTERS / COUNSELING & APPRAISING

February 17, 1981

Donald C. Gisick, City Clerk

Forrest L. Nagley, Junior Planner

Release of letter of credit associated with Country Place Estates (Credit Number C-764)

We have been advised by the Engineering Department that the removal of a structure in the dedicated right-of-way for Gatewood, just north of 13th Street, has been completed. On February 27, 1979, the Board of City Commissioners "received and filed" a letter of credit in the amount of \$1,000.00 from First National Bank for the account of Country Place Estates, a partnership, as guarantee that this work would be performed. The letter of credit may now be released at the request of either the bank or an authorized agent of the Country Place Estates partnership.

Forrest L. Nagley  
Junior Planner

FLN:bh

cc: Country Place Estates, a partnership, c/o Nestor Weigand,  
Jr., 150 N. Market, 67202  
John W. Long, Vice-President and Cashier, 1st National Bank,  
Box One, 67201  
Mike Lindebak, Project Development Engineer, City Engineering

February 17, 1981

Country Place Estates, a partnership  
c/o Nestor Weigand, Jr.  
150 N. Market  
Wichita, Kansas 67202

Re: Letter of credit guaranteeing the construction of a temporary  
deceleration lane at Gatewood and 13th Street (letter of Credit  
No. C-763)

Dear Mr. Weigand:

The letter of credit from First National Bank in the amount of \$2,000  
guaranteeing the above referenced improvement is nearing expiration.  
Our files indicate that you agreed to construct the temporary decel  
lane by February 1, 1981. This agreement on your part was in response  
to a condition of approval associated with the platting of Country  
Place Estates. City Engineering has advised that, as of this date,  
the improvement has not been completed.

This letter acts to remind you of your obligation to make this required  
improvement. City Engineering has advised that a 6 month extension  
of time is possible if an amendment to your existing letter of credit  
is submitted referencing the following:

- a. a new dollar of \$3,000.00.
- b. a new default date of August 1, 1981.
- c. a new expiration date of October 1, 1981.

Should you have any questions about this matter, please call me at 268-  
4421. I have attached a copy of your existing letter of credit for  
your reference and information. Action on this matter is imperative  
if you wish to avoid default on your existing \$2,000.00 guarantee.

Sincerely,

Forrest L. Nagley  
Junior Planner  
FLN:hh  
Attachment

Country Place Estates, a partnership  
2-17-81  
Page 2

cc: Mike Lindebak, Project Development Engineer, City Engineering  
John W. Long, Vice-Pres. & Cashier, 1st Nat'l Bank, Box One, 67201

December 31, 1980

Mike Lindebak, Program Development Engineer

Forrest L. Nagley, Junior Planner

Status of improvements guaranteed by Letters of Credit

The letters of credit required as a condition of platting for Westlink 19th Addition and Country Place Estates are nearing expiration. Would you please advise as soon as possible if the following improvements have been satisfactorily completed:

1. Temporary decel lane at Gatewood and 13th Street - Country Place Estates (Credit No. C-763 - 1st National Bank - \$2,000.00).
2. Remove the structure in Gatewood Street right-of-way, just north of 13th Street - Country Place Estates (Credit No. C-764 - 1st National Bank - \$1,000.00).
3. Construction of storm water detention pond - Westlink Village 19th Addition (Credit No. 771 - 1st National Bank \$43,000.00).

If any of the above improvements have not been completed please advise if you would prefer collecting on the guarantees or extending the required completion time. If a time extension is recommended, please indicate if an increase in the dollar amount of a revised guarantee is required.

Forrest L. Nagley  
Junior Planner

FLN:bh

cc: Westlink Village 19th Addition plat file  
Country Place Estates plat file

RECEIVED

DEC 19 1980

METROPOLITAN PLANNING  
ROUTE

A G R E E M E N T

THIS AGREEMENT entered into this 16<sup>TH</sup> day of Dec,  
1980, BY AND BETWEEN

THE CITY OF WICHITA,  
KANSAS, hereinafter re-  
ferred to as  
"CITY"

AND

COUNTRY PLACE ESTATES  
HOMEOWNERS' ASSOCIATION,  
a Kansas Not-for-Profit  
Corporation, hereinafter  
referred to as  
"HOMEOWNERS"

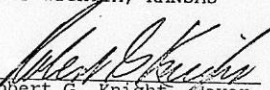
W I T N E S S E T H:

The CITY agrees to permit the HOMEOWNERS to install street name signs within Country Place Estates, an addition to the City of Wichita, Kansas, upon the following covenants and conditions:


1. Street signs are installed on all streets within Country Place Estates addition by HOMEOWNERS at HOMEOWNERS' cost.
2. The design of street signs that are to be installed are to be submitted to the City Engineer for design approval prior to installation.
3. The street signs once installed will be replaced, repaired and maintained by the HOMEOWNERS at HOMEOWNERS' cost. All replacement, repair and maintenance to be done in accordance with City Ordinances and City policy.
4. HOMEOWNERS agree that CITY shall, at any time, have the right to replace street signs installed by HOMEOWNERS with the type of street signs that are ordinarily used by the CITY. HOMEOWNERS further agree to pay the cost of installing of signs by the CITY if the CITY does at sometime install its own signs and

HOMEOWNERS further agree that, in the alternative to charging HOMEOWNERS the cost of installation, CITY may create a benefit district which shall consist of all properties encompassed with the Homeowner's Association district and charge the cost of installing the signs to such benefit district. Said cost to be thereafter collected by levy of a special assessment tax.

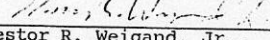
CITY OF WICHITA, KANSAS

By   
Robert G. Knight, Mayor

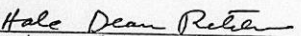
ATTEST:

  
for Donald C. Gisick, City Clerk

COUNTRY PLACE ESTATES HOMEOWNERS' ASSOCIATION, a Kansas Not-for-Profit Corporation

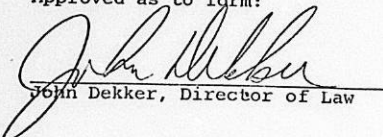
By   
Nestor R. Weigand, Jr.,  
President

ATTEST:

  
Secretary of Country Place  
Estates Homeowners' Association  
a Kansas Not-for-Profit Corporation

(SEAL)

Approved as to form:

  
John Dekker, Director of Law

7-23-80 I called  
Don Truck to ask about  
B.C.C. action on the sidewalk  
release. He is out of town  
and Dale Roe said he  
did not remember seeing  
any memo. He will check.

7-31-80 I called Dale  
Roe to ask if the sidewalk  
release had been on BCC  
agenda 7-29 and he said "no"  
that they had never gotten the  
memo. He was now aware of  
it, tho, because Larry Henry  
of City Engineering asked the Clerk  
how to rescind a sidewalk  
resolution. Dale got a copy  
of the memo from Larry and  
will schedule it for BCC  
next Tuesday 8-5-80.

WICHITA-SEDGWICK COUNTY

DATE  
July 14, 1980

METROPOLITAN AREA PLANNING DEPARTMENT

TO Donald C. Gisick, City Clerk  
FROM Robert A. Lakin, Director of Planning  
SUBJECT Release of letter of credit and abandon the  
petition for sidewalks in Country Place Estates

On February 27, 1979, the Board of City Commissioners received and filed a letter of credit in the amount of \$4500 guaranteeing the construction of a sidewalk on the east side of Gatewood from a point 490 feet north of 13th Street to the southwest corner of Lot 47, Block 1, Country Place Estates. Guarantees for sidewalks at other locations were obtained by means of petition and acknowledgement. The developer has now requested a release of these guarantees based on the fact that the new sidewalk ordinance, adopted in October, 1979, would not have required any sidewalks due to the large size of the lots.

Since no sidewalks have been constructed on any of these lots to date, we agree with the applicant's request for the release of his guarantees. The letter of credit is number C-762 issued by First National Bank for the account of Country Place Estates, c/o Nestor Weigand, Jr. The letter of credit may be released at the request of the bank or the purchaser.

Would you please schedule the consideration of this request to release these guarantees on the City Clerk's agenda for July 22, 1980?

Robert A. Lakin  
Director of Planning

RAL:lh:bb

cc: Country Place Estates, c/o Nestor Weigand, Jr., 150  
North Market, 67202  
John W. Long, Vice President and Cashier, First  
National Bank in Wichita, Box One, 67201  
Gary Wiley, Professional Engineering Consultants, 355  
Ellis, 67211  
Dean Sellers, Acting City Engineer  
Robert G. Vinson, Public Works Administration

8-5-80 B.C.C. authorized release of letter of credit  
and rescinded the sidewalk resolution

7-9-80

Gary Wiley asked, on behalf  
of the owners, if the  
sidewalk requirement  
could be deleted for  
everything north of the  
entrance into the condominium  
lot because, under the new  
sidewalk ordinance, no  
walks would be required  
due to the width of the  
lots. Galbraith agrees.

RECEIVED

MAY 23 1980

METROPOLITAN PLANNING

ROUTE

XXXXXX  
268-4591

May 21, 1980

Mr. Dave Ritchie  
Ritchie Construction Office  
6500 West 21st St. North  
Wichita, Kansas 67212

Subject: Country Place Estates Addn. - Floodway Encroachment,  
Lot 23, Block 1

Dear Mr. Ritchie:

Upon completion of a field investigation of subject lot on May 13, 1980, it has been determined that encroachment could occur into the Floodway as indicated on the enclosed Attachment 1 subject to certain conditions being met.

Prior to any encroachment, plans should be submitted and approved which indicates:

- 1) The actual building site proposed and/or proposed alteration.
- 2) Extent of vegetation to be removed.
- 3) Extent of fill material proposed and slope of same to tie the high ground with the low ground.
- 4) The proposed method of redirecting the existing meander in the shaded portion being considered (Attachment 1). This area presently serves as the drainageway for overflow from Gypsum Creek when any rise occurs.

It has been assumed that the toe of the fill material will be at the west line of the encroached area as indicated on the attachment, same requires being clarified.

To help prevent erosion problems any reworked drainage or fill areas will require being seeded and mulched to re-establish the disturbed growth.

If plans exist to proceed with the encroachment as indicated, or if any questions exist, please advise.

Yours truly,

Paul Johnston,  
Acting Director  
Flood Control and Landfill Division

PJ/gim

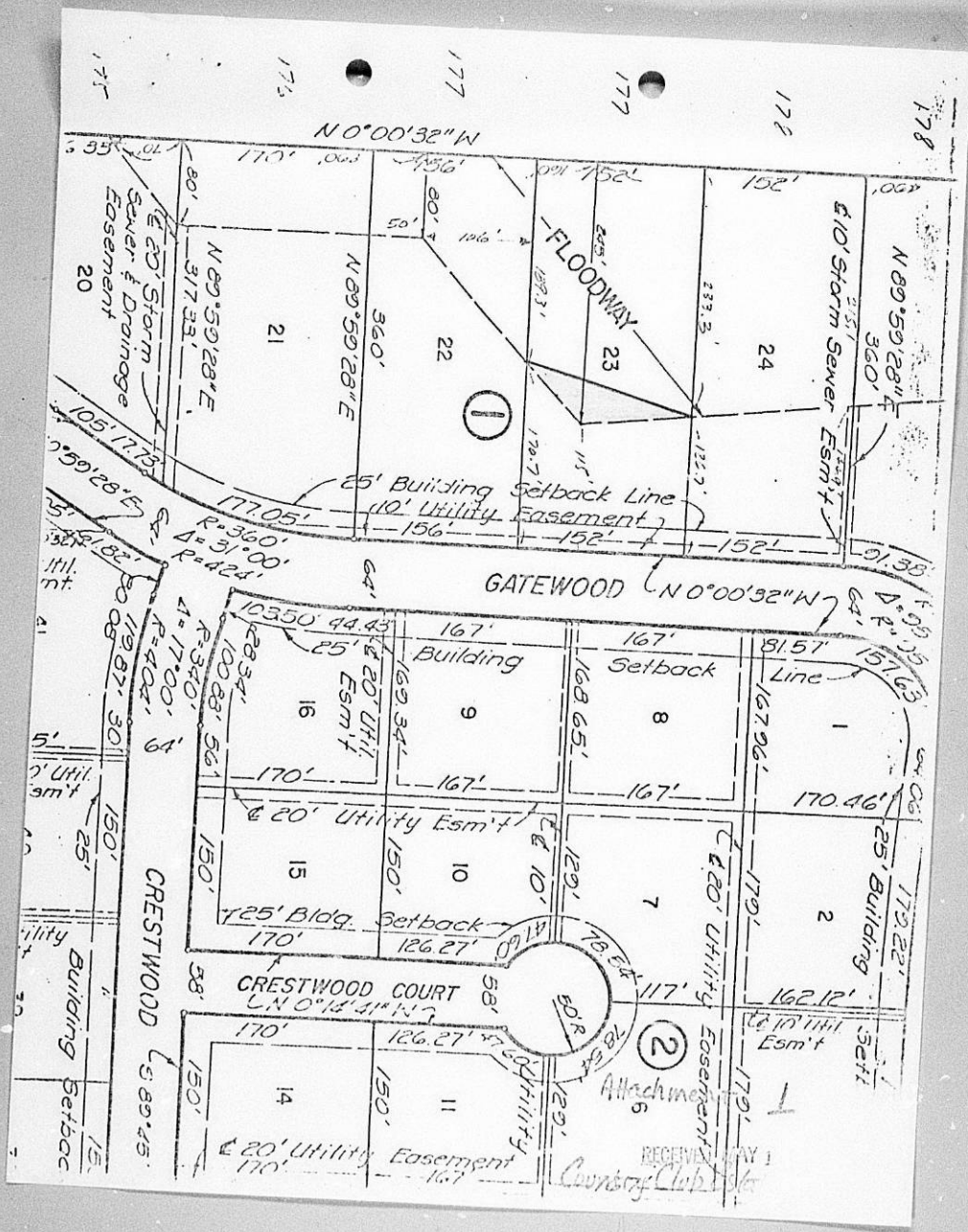
Dave Ritchie

-2-

May 21, 1980

cc: Dick Linn/PEC  
Nestor R. Weigand, Jr./150 No. Market  
Louise Olivarez/MAPD  
Country Place Estates Addn. Plat File

Attach. - 2



RECEIVED MAY 1  
 Country Club

KNOW ALL MEN BY THESE PRESENTS, THAT WE, THE UNDERSIGNED PROPERTY OWNERS OF THE LAND AS ABOVE SET FORTH IN THE SURVEYOR'S CERTIFICATE, HAVE CAUSED THE LAND TO BE SURVEYED AND PLATTED INTO BLOCKS, LOTS, STREETS, AND RESERVES, THE SAME TO BE KNOWN AS COUNTRY PLACE ESTATES, WICHITA, SEDGWICK COUNTY, KANSAS. EASEMENTS, AS INDICATED, FOR THE CONSTRUCTION AND MAINTENANCE OF PUBLIC UTILITIES AND DRAINAGE ARE HEREBY GRANTED. THE STREETS ARE HEREBY DEDICATED TO AND FOR THE USE OF THE PUBLIC. RESERVE E, AS INDICATED, IS HEREBY RESERVED FOR RESIDENT OPEN SPACE PURPOSES IN ACCORDANCE WITH THE RESTRICTIVE COVENANTS ESTABLISHED BY THE DECLARATION OF LANDOWNERS ASSOCIATION AGREEMENT. RESERVE A, AS INDICATED, IS HEREBY RESERVED FOR SECURITY ENTRANCE SITE, DIVIDER MEDIAN, AND LANDSCAPING. THE FLOODWAY SHALL BE THE RESPONSIBILITY OF THE OWNERS OF THE LOTS ON WHICH THE FLOODWAY IS LOCATED UNTIL SUCH TIME AS THE GOVERNING BODY EXERCISING JURISDICTION ELECTS TO ASSUME THE RESPONSIBILITY FOR MAINTENANCE AND IMPROVEMENT OF THE DRAINAGE, PROVIDED, HOWEVER, THAT NO BUILDING SHALL BE CONSTRUCTED ON OR WITHIN SAID FLOODWAY, NOR SHALL ANY FILL, CHANGE OF GRADE, CREATION OF CHANNEL OR OTHER WORK BE CARRIED ON WITHOUT THE PERMISSION OF THE WICHITA-SEDGWICK COUNTY FLOOD CONTROL OFFICE OR THEIR SUCCESSORS OF OFFICE. ALL ABUTTERS' RIGHT OF ACCESS TO AND FROM 13TH STREET, OVER AND ACROSS THE SOUTH LINE OF LOTS 5, 6, 7, AND 8, ALL IN BLOCK 1, ARE HEREBY GRANTED TO THE CITY OF WICHITA, PROVIDED HOWEVER, THAT LOT 48, BLOCK 1, SHALL HAVE ACCESS TO AND FROM 13TH STREET AT ONE LOCATION TO BE DESIGNATED BY THE CITY ENGINEER OF WICHITA, KANSAS. MINIMUM PAD ELEVATIONS AS SHOWN SHALL BE MAINTAINED ON LOTS 20, 21, 22, 23, 24, 25 AND 26, BLOCK 1.

COUNTRY PLACE ESTATES, A PARTNERSHIP.

*Evah D. Ritchie*  
 \_\_\_\_\_  
 EVAH D. RITCHIE

*Nestor R. Weigand, Jr.*  
 \_\_\_\_\_  
 NESTOR R. WEIGAND, JR.

RECEIVED MAY 19 1980

May 7, 1979

Donald C. Gisick, City Clerk

Curtis L. Newby, Junior Planner

Restrictive Covenants associated with S/D 78-11  
Country Place Estates

The above referenced plat was approved by the Board of City Commissioners on February 27, 1979. Associated with the plat was a set of restrictive covenants which required no formal acceptance by the governing body, but which were to be recorded with the Register of Deeds. Attached herewith is a revised page 10 of said covenants submitted to our office by the applicant's attorney. The revised page 10 should be recorded with the Register of Deeds and the recording costs should be billed to the applicant, Country Club Estates, c/o Dave Ritchie, P.O. Box 4048, Wichita, Kansas, 67204.

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

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:bh

Attach.

5.23 No tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of DECLARANT. The Association in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources upon the Property. DECLARANT or the Association may designate certain trees, regardless of size, as not removable without written authorization.

5.24 As soon as practicable after completion of a residence on a Lot, the Owner thereof shall plant a lawn and at least fifteen (15) perennial shrubs, bushes, or trees on such Lot.

## ARTICLE VI

### THE ASSOCIATION

#### 6.01 Powers and Duties.

(a) The Association shall have the rights and powers as set forth in its Articles of Incorporation and By-Laws, together with its general powers as a nonprofit corporation, and it shall perform each and every duty required of it by this Declaration.

(b) DECLARANT shall carry out all of the duties and powers herein delegated to the Association until forty-seven (47) Lots herein shall have residences constructed thereon which are occupied, at which time management shall be turned over to the Association, who shall then exercise the powers and duties herein set out; provided, however, that the DECLARANT may at its option at any earlier time turn the management over to the Association. The Association and the DECLARANT shall cooperate fully in the transition of management.

(c) The Association shall own, maintain, improve, landscape, mow and keep clean the Common Area. It further shall maintain, improve, repair and/or replace the decorative entrance treatments, wall(s) and berm(s) erected and installed on individual Lots by DECLARANT.

(d) The Association shall maintain such insurance on the Common Area and facilities thereon as it deems necessary and advisable.

(e) The Association shall have the right to create and establish reserves for the repair, restoration, or replacement of any improvement it has the duty to repair, restore or replace hereunder.

(f) The Association, through its Board of Directors, shall have the right to adopt such Rules and Regulations as it may deem advisable for the maintenance, use, conservation, and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and occupants of Lots in the Property.

(g) The Association shall determine whether and to what extent the security guardhouse, to be erected on Reserve A, shall be operated, and the manner and character of operations thereof.

(h) Adjoining the Property is a tract of land owned by DECLARANT and described as follows:

Lot 48, Block 1, Country Place Estates, Wichita, Sedgwick County, Kansas, except the South 320 feet of the West 120 feet thereof (sometimes hereinafter referred to as "adjoining property"),

on which it is anticipated that there will be a condominium, townhouse, or other similar type development having approximately the same number of residents as will the Property. Adjacent to said adjoining property, on a tract described as the South 320 feet of the West 120 feet of Lot

FLEESON, GOOING, COULSON & KITCH  
LAWYERS

SIXTEENTH FLOOR - 125 NORTH MARKET  
POST OFFICE BOX 997  
WICHITA, KANSAS 67201  
(316) 267-7361

HOWARD T. FLEESON  
(1895-1957)  
HOMER V. GOOING  
RETIRED

WAYNE COULSON  
PAUL R. KITCH  
DALE M. STUCKY  
DONALD R. NEWKIRK  
DEBBIE M. WORMHOUDT  
ROBERT T. CORNWELL  
WILLARD B. THOMPSON  
RICHARD I. STEPHENSON  
JOHN T. DONLEE  
THOMAS D. KITCH  
J. ERIC ENGELTROM  
LARRY W. WALL  
JOHN R. MORSE  
HEX O. BEASLEY  
RON CAMPBELL  
MARK E. SINGER  
JAMES L. BURGESS  
GREGORY J. STUCKY

February 14, 1979

OF COUNSEL  
GEORGE J. LEIBOWITZ  
WASHINGTON, D. C.

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

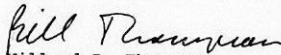
Re: Country Place Estates  
Wichita, Sedgwick County, Kansas

Dear Mr. Newby:

We have found that page 10 of the Declaration of Covenants handed to you yesterday covering the single family part of the addition contains a typographical error in Section 6.01(b). The error is that the words "percent (47%) of the" should have been deleted.

Accordingly, we are handing you a revised page 10 to such Declaration, asking that you substitute this for the existing page 10 in it.

Very truly yours,



Willard B. Thompson  
of FLEESON, GOOING, COULSON & KITCH

WBT:hb

cc: Mr. Dave Ritchie  
Mr. Nestor Weigand, Jr.  
Mr. D. L. Van Buskirk  
Mr. Gary Wiley

April 17, 1979

Mr. Gary Wiley  
Professional Engineering Consultants  
1440 E. English  
Wichita, Kansas 67211

Re: S/D 78-11 Country Place Estates - Plat modification

Dear Mr. Wiley:

At their regular meeting of April 17, 1979, the Board of City Commissioners considered the request to modify a portion of the above referenced recorded plat. The action of the Commission was to "Authorize the modification of the plat to move the medial in Reserve "A" twenty-seven (27) feet to the north." In addition to making the modification to the plat as approved, the usual refiling certificate and seal will need to appear on the plat.

Once the plat has been refiled the applicant's engineer should submit nine copies of the refiled plat to the Planning Department for distribution to other Departments and agencies involved. If you have any questions, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:bh

cc: Country Place Estates, a Partnership  
c/o Dave Ritchie, Box 4048  
Wichita, Kansas 67204

April 10, 1979

E. H. Denton, City Manager  
Jack H. Galbraith, Chief Planner

S/D 78-11 - COUNTRY PLACE ESTATES

On February 27, 1979, the Board of City Commissioners approved the above referred to plat and the plat was subsequently released and recorded with the Register of Deeds. Attached herewith is a copy of a letter from Gary Wiley representing Country Place Estates, requesting that the City Commission authorize a slight modification to the recorded plat. The modification involves the relocation of an 80 foot wide median opening in the median strip platted as Reserve "A" in the middle of Gatewood Street. The proposal would move the 80 foot opening 27 feet further north. In our opinion, moving the 80 foot opening will have no effect on the overall design of the plat as originally approved by the governing body. However, since it is a change in the plat from what was originally approved and recorded, approval of the plat modification is necessary. If the change is authorized by the Commission, the owner of the property will be instructed to make the necessary modifications and notations that call attention to the changes being made.

This request for authorization to modify the plat is scheduled for the City Commission Agenda of April 17, 1979. Suggested action is to "Authorize the modification of the plat to move the medial in Reserve "A" twenty-seven (27) feet to the north".

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

Jack H. Galbraith  
Chief Planner

Robert A. Lakin  
Director of Planning

JHG:CLN:el  
Attachments

cc: Gary Wiley, Professional Engineering Consultants  
1440 E. English, 67211  
Country Club Estates % Dave Ritchie, Box 4048, 67204

**DIRECTORS**

C. O. KNOP, P.E.  
R. B. PEUGH, P.E.  
C. J. FREUND, P.E.  
W. H. KULTNER, P.E.  
R. D. FLETCHER, P.E.  
F. D. MIDDLETON, JR., P.E.  
K. R. HORNER, P.E.  
D. E. MALTBIE, P.E.  
M. D. SCHOMAKER, P.E.



**PROFESSIONAL  
ENGINEERING  
CONSULTANTS**  
PROFESSIONAL ASSOCIATION

April 9, 1979

Mr. Jack H. Galbraith  
Chief Planner  
Metropolitan Area Planning Department  
City Hall - 10th Floor  
455 North Main  
Wichita, Kansas 67202

Re: Country Place Estates  
(Entrance to Lot 48 from Gatewood)  
PEC File No. 30-77502-369

Dear Jack:

As per our telephone conversation Friday afternoon, April 6, 1979, we have a final design plan for the condominiums to be located in Lot 48, Country Place Estates. The final design of the entrance to Lot 48, from Gatewood, does not center within the median break in Reserve "A" as originally platted.

We would like to file a correction to the plat, with the Register of Deeds, moving the median break in Reserve "A" twenty seven (27) feet north. It is our understanding that in order to do this, approval by the Board of City Commissioners will be required.

We would appreciate your assistance in bringing this matter before the Board of City Commissioners at your earliest convenience.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P. A.

*Gary Wiley*  
Gary Wiley  
Land Planner

GW:1o

cc: Dave Ritchie

1440 EAST ENGLISH  
WICHITA, KANSAS 67211  
(316) 262-2691

April 2, 1979

Don Gisick, City Clerk

Curtis L. Newby, Junior Planner

S/D 78-11, Country Place Addition <sup>Estate's</sup>

On February 27, 1979, the Board of City Commissioners approved the above referenced plat subject to several conditions, one of which was the submission by the applicant of an irrevocable letter of credit guaranteeing removal of an existing building on subject property.

A letter of credit, #C-764, from the First National Bank, in the amount of \$1,000 was submitted by the applicant guaranteeing removal of the building within two years' time. The applicant has now submitted a new letter of credit, herewith attached, in the amount of \$1,000 with a much shorter time limit in which to remove the building. This new letter of credit should be placed on the agenda for formal action by the governing body, and at such time as this new letter of credit has been acted upon by the Board of City Commissioners, the original letter of credit may be released at the request of the applicant or the bank.

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

Curtis L. Newby  
Junior Planner

CLN:bh

cc: Gary Wiley, P.E.C., 1440 E. English, 67211  
Nestor Weigand, Jr., 180 North Market, 67202  
First National Bank, 625 E. Douglas, 67202

FLEESON, GOOING, COULSON & KITCH  
LAWYERS

WAYNE COULSON  
PAUL R. KITCH  
DALE H. STUCKY  
DONALD R. NEWKIRK  
GERRY H. WORMHOUT  
ROBERT T. CORNWELL  
WILLARD B. THOMPSON  
RICHARD L. STEPHENSON  
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J. ERIC ENOSTROM  
LARRY W. WALL  
JOHN R. MORSE  
REX G. REASLEY  
RON CAMPBELL  
MARK E. SINGER  
JAMES L. BURDESS  
GREGORY J. STUCKY

SIXTEENTH FLOOR - 125 NORTH MARKET  
POST OFFICE BOX 997  
WICHITA, KANSAS 67201  
(316) 267-7301

HOWARD T. FLEESON  
(1905-1957)  
HOMER V. GOOING  
RETIRED

OF COUNSEL  
GEORGE J. LEIBOWITZ  
WASHINGTON, D. C.

February 28, 1979

Ms. Louise Olivarez  
Metropolitan Area Planning Commission  
City Hall - Tenth Floor  
455 North Main Street  
Wichita, Kansas 67202

Re: Country Place Estates  
Wichita, Sedgwick County, Kansas

Dear Ms. Olivarez:

In accordance with our telephone discussion, enclosed is copy of  
recorded Affidavit under execution of Nestor Weigand, Jr.

Very truly yours,

*Willard B. Thompson*  
Willard B. Thompson

of FLEESON, GOOING, COULSON & KITCH

WBT:hb

cc: Mr. Dave Ritchie  
Mr. Nestor Weigand, Jr.  
Mr. Gary Wiley



Original Compared  
With Record

FILED FOR RECORD AT  
... ..

FEB 15 1979

STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS

AFFIDAVIT NO. 4 26116

BETTE F. McCART  
REGISTER OF DEEDS

NESTOR WEIGAND, JR., of lawful age, being first duly sworn,  
on his oath states:

*Pat Kottler*

Affiant is a Partner of Country Place Estates, a Kansas Partnership, and the facts stated herein are within Affiant's personal knowledge.

On its formation, said Partnership was named "Country Club Estates, a Kansas Partnership", but such name has been changed to "Country Place Estates, a Kansas Partnership", its present name.

Such Partnership now owns the following-described property, to-wit:

The West Half of the Southeast Quarter (W/2 SE/4) of Section 8, Township 27 South, Range 2 East, Sedgwick County, Kansas, which property is being platted as Country Place Estates, Wichita, Sedgwick County, Kansas,

which property was acquired in its former name, Country Club Estates, a Kansas Partnership.

Under the terms of the Partnership Agreement two Managing Partners are nominated and appointed by the Partners, Affiant and Evan Davis Ritchie, and such Partnership Agreement confers upon either or both of such Managing Partners the right, power, and authority, together with other rights, powers, and authorities, to execute agreements, plats, and conveyances for and in behalf of the Partnership.

AFFIANT FURTHER SAITH NOT.

*Nestor Weigand, Jr.*  
Nestor Weigand, Jr.

STATE OF KANSAS, COUNTY OF SEDGWICK, SS:

The foregoing instrument was acknowledged before me this 14th day of February, 1979, by NESTOR WEIGAND, JR.

My appointment expires:  
March 3, 1979.

*Sherry J. Moore*  
Notary Public Sherry J. Moore

510  
UC

1979

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 78-11 Name Country Place Estates  
Application & Sketch Filed: 1-27-78  
Preliminary Plat Filed: 11-3-78 Approved by S/D: 11-16-78  
Final Plat Filed: 1-15-79 Approved by S/D: 1-25-79  
Approved by Metropolitan Area Planning Commission: 2-1-79

DESCRIPTION

General Location: North side of 13th Street North and 1/2 mile  
east of Rock Road

Surveyor or Engineer: Professional Engineering Consultants  
Owner: Country Club Estates, a partnership  
Address: P.O. Box 4048, 67204

- |                                       |   |
|---------------------------------------|---|
| 1. Gross Acreage of Plat <u>80</u>    | 6. Access Control                                 |
| 2. Number of Lots:                    | St. <u>13th St.</u> No. Openings <u>1</u>         |
| Residential <u>64</u>                 | St. _____ No. Openings _____                      |
| Commercial _____                      | St. _____ No. Openings _____                      |
| Industrial _____                      | 7. Req'd Improvements                             |
| Other _____                           | St. Paving <u>required</u> Water <u>required</u>  |
| Total Number of Lots: <u>64</u>       | Sidewalk <u>required</u> Drainage <u>required</u> |
| 3. Minimum Lot Area: <u>0.6</u> Acres | Sewer <u>required</u> Other _____                 |
| 4. Existing Zoning <u>"AA"</u>        |   |
| 5. Special Problems Discussed _____   |   |

*only to residents*  
An irrevocable letter of credit has been submitted in the amount of \$4500  
for a sidewalk.

An irrevocable letter of credit has been submitted in the amount of \$2,000  
guaranteeing the construction of a temporary decel lane on 13th Street. An  
irrevocable letter of credit has been submitted in the amount of \$1,000  
guaranteeing the removal of a building from the area being platted as Gate-  
wood Street. Valid petitions have been submitted guaranteeing paving of  
streets, installation of sanitary sewer, storm sewer and water service.  
A certificate has been submitted certifying the petitions and an acknowledge-  
ment has been submitted for the sidewalks. *subject to some S.F. lots*

PLANNING COMMISSION RECOMMENDATION:

That this plat be approved subject to:

- The applicant shall submit a covenant which shall establish a home-owners' association to maintain the common private open space areas of the plat.
- Recording of the plat within 30 days after approval by the Board of City Commissioners.

Cole moved, Bayouth seconded and it carried unanimously. Barrier, Greider and Savina were absent.

Note: Associated Residential Community Unit Plan DR -89 has been approved by the Board of City Commissioners subject to platting.

ACTION: Receive and file the irrevocable letters of credit, approve the petitions and instruct the Director of Law to prepare the necessary resolutions and instruct the City Clerk to file the covenant, acknowledgement and certificate 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.

*2 Newby*

FLEESON, GOOING, COULSON & KITCH  
LAWYERS

SIXTEENTH FLOOR - 125 NORTH MARKET  
POST OFFICE BOX 987  
WICHITA, KANSAS 67201  
(316) 267-7361

HOWARD T. FLEESON  
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LARRY W. WALL  
JOHN R. MORSE  
REX G. BEASLEY  
RONI CAMPBELL  
MARK E. SINGER  
JAMES L. BURGESS  
GREGORY J. STUCKY

February 16, 1979

OF COUNSEL  
GEORGE J. LEISOWITZ  
WASHINGTON, D. C.

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

Re: Country Place Estates  
Wichita, Sedgwick County, Kansas

Dear Mr. Newby:

We find again that other changes should be made in the Declaration previously sent you, namely, on pages 7 and 13.

Accordingly, we are handing you herewith revised pages 7, 13, 14, and 15 (pages 14 and 15 revised for spacing purposes only), to be substituted in the Declaration, together with xerox copy of the existing pages 7 and 13 of the Declaration showing the changes being made.

We ask that these enclosed pages be substituted.

Thank you for your cooperation and assistance.

Sincerely,

*Willard B. Thompson*

Willard B. Thompson  
of FLEESON, GOOING, COULSON & KITCH

WBT:hb

cc: Mr. Dave Ritchie  
Mr. Nestor Weigand, Jr.  
Mr. D. L. Van Buskirk  
Mr. Gary Wiley



secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper setback from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement to such property.

5.02 Each Owner shall not interfere with the rights of other Owners, the Association, or the DECLARANT, nor intentionally or unintentionally annoy any of such or any of the occupants of this development by unreasonable noises, offensive odors, improper neighborly conduct or otherwise.

5.03 Each Owner shall obey and comply with all applicable public laws, ordinances, rules and regulations and all rules and regulations now or hereafter promulgated as provided for in this Declaration.

5.04 No Owner shall do or allow to be done any act which causes or threatens to cause any damage, encroachment or disrepair to the Common Area or the residence or Lot of any other Owner.

5.05 No building or structure shall be erected, altered, placed or permitted to remain on any building site subject to this Declaration other than one new single family residence, for private use, with a private garage and other outbuildings incidental to residential use, provided, however, that DECLARANT may, in its sole discretion and at its own expense, construct or install (a) decorative entrance treatments, of DECLARANT's own choice, type and design, on any or all corner Lots or building sites located on 13th Street, said entrance treatments to be located outside the building setback lines and confined to the corner of the Lot or building site concerned, and (b) a wall on the south ends of Lots 5 through 7, Block 1, immediately adjacent to and north of 13th Street; and (c) a berm or berms or wall or walls along or adjacent to the boundaries separating the property described on page 1 hereof and Lot 48, Block 1.

5.06 For the purposes of this Declaration, the following building sites, or part or parts thereof, shall be deemed to front on the streets designated as follows:

<u>Street Name</u>	<u>Lots Fronting</u>
Gatewood	Lots 17 through 25, Block 1; Lots 8 and 9, Block 2
Summerfield	Lots 26 through 30, Block 1; Lots 2 and 3, Block 2
Cypress	Lots 31 through 36, Block 1; Lots 5 and 12, Block 2
Crestwood	Lots 37 through 40, Block 1;
Crestwood Court	Lots 6, 7, 10, and 11, Block 2
Gatewood Court	Lots 42 through 47, Block 1
Linden	Lots 1 through 4, Block 1
Linden Court	Lots 12 through 16, Block 1
Linden Circle	Lots 5 through 9, Block 1

All residences on the above Lots shall front on the streets as designated above for said Lots.

ARTICLE VIII

ARCHITECTURAL COMMITTEE; ARCHITECTURAL CONTROL

8.01 The "Architectural Committee" shall be composed of those three (3) or more individuals so designated from time to time by the Board of Directors of the Association.

8.02 No Structure shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any manner which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but in any event shall include (i) a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot or Lots (including proposed front, rear and side setbacks) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and drive-ways on the Lot or Lots; and (ii) a finished grade plan for the particular Lot or Lots.

*Further  
etc.*

8.03 The Architectural Committee shall have the power to regulate the distance between improvements on adjoining Lots in order that no residence, including attached garages, breezeways, attached greenhouses, ells and porches, shall be closer than forty (40) feet to any other residence, including attached garages, etc. In no event shall the front width of such a residence, including attached garages, etc., extend seventy-five percent (75%) of the width of the building site at the front setback line. ~~and neither shall any residence, including attached garages, etc., be placed closer than twenty (20) feet to any side lot line or twenty-five (25) feet to any rear lot line. All detached garages, bath houses, greenhouses, and other outbuildings or improvements shall be placed at least ten (10) feet from the side building site line and at least ten (10) feet from the back building site line.~~ No tennis or paddle ball court shall be placed closer to a lot line than permitted by ordinance.

8.04 The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) the failure of such plans or specifications to comply with any of the terms of this Declaration;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing Structure or uses upon other Lots in the vicinity;
- (e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;
- (f) objection to the finished grade plan for any Lot;
- (g) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;
- (h) objection to parking areas proposed for any Lot on the ground of (1) incompatibility to proposed uses and Structures on such Lot or (2) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or
- (i) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon the Lots in the vicinity.

**THE CITY OF WICHITA**

OFFICE OF WATER DEPARTMENT

DATE February 20, 1979

TO Jack H. Galbraith, Chief Planner-Current Plans

FROM Bill H. Otten, Chief Engineer-Water Engineering

**SUBJECT** County Place Estates Addition

The plattors of County Place Estates 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 petition and resolution will be placed on the City Commission Agenda for approval on or about February 27, 1979.



Bill H. Otten, Chief Engineer  
Water Engineering Division

BHO:sd

ACKNOWLEDGEMENT

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

I, Country Place Estates, a Kansas Partnership, owner of  
(give name of proposed plat, if appropriate) \_\_\_\_\_

Country Place 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. East side of Gatewood from the SW corner of Lot 47, Block 1 to Summerfield.
2. South side of Summerfield to Cypress
3. West side of Cypress to Crestwood
4. North side of Crestwood to Gatewood
- 5.
- 6.
- 7.

This is to place on notice all future owners of lots within said addition that as a result of the above cited policy, they are responsible for seeing that sidewalks are installed or guaranteed 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 thereof within \_\_\_\_\_

Country Place Estates

Addition.

Signed this 14th day of Feb., 1979.

Country Place Estates, A Kansas Partnership

E. D. Ritchie  
E. D. Ritchie

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

Be it remembered that on this 14th day of February, 1979, before me, a notary public in and for said County and State, came E. D. Ritchie, 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.

Vivian R. Whitaker  
Notary Public

My Commission Expires:

January 4, 1983



CERTIFICATE

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

I, Country Place Estates, A Kansas Partnership, owner of  
(give name of proposed plat, if appropriate) \_\_\_\_\_  
Country Place 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. Streets
2. Sanitary Sewer Laterals
3. Storm Water Sewer
4. Water
- 5.
- 6.
- 7.

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

Signed this 14 day of Feb, 1979.  
Country Place Estates, A Kansas Partnership

E. D. Ritchie  
E. D. Ritchie

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

Be it remembered that on this 14th day of February,  
1979, before me, a notary public in and for said County and State,  
came E. D. Ritchie, 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.

Vivian R. Whitaker  
Notary Public



My Commission Expires:  
January 4, 1983

IRREVOCABLE LETTER OF CREDIT

First National Bank in Wichita  
Box One (NAME OF BANK)  
Wichita, KS 67201

DATE: February 12, 1979

CITY OF WICHITA  
STATE OF KANSAS

L/C #C-763

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 2,000.00 for the account of Country Place Estates, a partnership, % Nestor Weigand, Jr., 150 N. Market, Wichita, KS 67202 (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 February 1, 1981 (6)  
(INSERT DATE TWO YEARS FROM MAPC APPROVAL OF PLAT)

1. Temporary Decel. Lane at Gatewood and 13th Street.
- 2.
- 3.

in Country Place Estates a subdivision located in The City of Wichita, State of 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 First National

Bank in Wichita, Credit No. C-763 dated February 13, 1979.  
(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 April 1, 1981  
(insert a date at least 60 days after the date on line 6)

Very truly yours,

FIRST NATIONAL BANK IN WICHITA  
(Name of Bank)

BY: John W. Long  
(Authorized signature)  
John W. Long, Vice President and Cashier

(CORPORATE SEAL)



IRREVOCABLE LETTER OF CREDIT

First National Bank in Wichita  
Box One (NAME OF BANK)  
Wichita, KS 67201

DATE: February 12, 1979

L/C #C-764

CITY OF WICHITA  
STATE OF 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 \$ 1,000.00 for the account of Country Place Estates, a partnership, % Nestor Weigand, Jr., 150 N. Market, Wichita, KS 67202 (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 February 1, 1981 (INSERT DATE TWO YEARS FROM MAPC APPROVAL OF PLAT) (6)

1. Removal of the structure in Gatewood, just north of 13th Street.
- 2.
- 3.

in County Place Estates a subdivision located in The City of Wichita, State of 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 First National Bank in Wichita, Credit No. C-764 dated February 13, 1979 (Name of Bank)

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

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

We hereby agree with the drawers, endorsers and bona fide holders of drafts under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified if negotiated on or before April 1, 1981 (insert a date at least 60 days after the date on line 6)

Very truly yours,

FIRST NATIONAL BANK IN WICHITA  
(Name of Bank)

BY: John W. Long  
(Authorized signature)  
John W. Long, Vice President and Cashier



IRREVOCABLE LETTER OF CREDIT

First National Bank in Wichita  
Box One (NAME OF BANK)  
Wichita, Kansas 67201

DATE: February 12, 1979

CITY OF WICHITA  
STATE OF KANSAS

L/C #C-762

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 4,500.00 for the account of Country Place Estates, a partnership, % Nestor Weigand, Jr., 150 N. Market, Wichita, KS 67202 (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 February 1, 1981 (6)  
(INSERT DATE TWO YEARS FROM MAPC APPROVAL OF PLAT)

1. Sidewalks on the east side of Gatewood from a point 490 Ft. north of 13th Street to the SW corner of Lot 47, Block 1.
- 2.
- 3.

in Country Place Estates a subdivision located in The City of Wichita, State of 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 First National

Bank in Wichita, Credit No. C-762 dated February 13, 1979.  
(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 April 1, 1981  
(insert a date at least 60 days after the date on line 6)

Very truly yours,

FIRST NATIONAL BANK IN WICHITA  
(Name of Bank)

BY: John W. Long  
(Authorized signature)  
John W. Long, Vice President and Cashier



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

---

THIS DECLARATION, made this 13 day of February, 1979,  
by COUNTRY PLACE ESTATES, a Kansas Partnership, hereinafter referred  
to as "DECLARANT";

WITNESSETH, THAT:

WHEREAS, DECLARANT is the owner of the following-described  
real property, to-wit:

Lot 48, Block A, Country Place Estates, Wichita,  
Sedgwick County, Kansas, except the South 320 feet  
of the West 120 feet thereof, according to the  
Plat thereof (as approved by the Metropolitan Area  
Planning Commission),

and

WHEREAS, DECLARANT intends to develop such property in a  
condominium, townhouse, or other similar type development; and

WHEREAS, in the event of such development, appropriate por-  
tions of said property will be used for fire lanes, access drives,  
parking areas, open space, and community facilities; and

WHEREAS, as an incident to the approval of the Plat covering  
Country Place Estates, the City of Wichita has required that DECLARANT  
make provision for the maintenance of the items described in the  
immediately preceding paragraph.

NOW, THEREFORE, DECLARANT hereby covenants, agrees, and de-  
clares that the property hereinabove described shall be held, sold,  
and conveyed, subject to the following covenants, conditions and  
restrictions which are hereby declared to be for the benefit of the  
property hereinabove described and the owners thereof, their suc-  
cessors and assigns, as follows:

1. DECLARANT hereby covenants that if the property above de-  
scribed is developed as a condominium, townhouse, or similar type  
development, that portion of said property which shall be used for  
open space, fire lanes, access drives, parking, and community  
facilities, shall be maintained in a good and clean manner consis-  
tent with the type of development which is implemented.

2. Further, if said property is so developed as aforesaid,  
DECLARANT will cause a Homeowners Association to be formed as a  
non-profit corporation under the laws of the State of Kansas which  
shall have as its members the owners of residential units in said  
development and which shall have the responsibility for adminis-  
tering the maintenance of said open space, fire lanes, access drives,  
parking areas, and community facilities.

3. DECLARANT, its successors and assigns, hereby reserves  
the right to revoke this Declaration at any time, provided that this  
Declaration is superseded by another Declaration which makes similar

provision for maintenance of the aforesaid areas, but makes provision for same in a more detailed and comprehensive manner such as in a comprehensive Declaration creating a condominium or townhouse development or other similar type of development in detail.

4. DECLARANT hereby represents that this DECLARATION has been fully authorized by all of the Partners of DECLARANT, and that the Managing Partner whose signature appears below as a Managing Partner is fully empowered to execute this DECLARATION for and in behalf of DECLARANT, a Kansas Partnership.

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

COUNTRY PLACE ESTATES, a Kansas Partnership

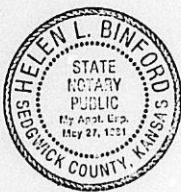
By *Gene Davis Ritchie*  
a Managing Partner Thereof

STATE OF KANSAS            )  
                                  ) SS  
COUNTY OF SEDGWICK     )

The foregoing instrument was acknowledged before me this 13 day of February, 1979, by *Gene Davis Ritchie*, a Managing Partner of COUNTRY PLACE ESTATES, a Kansas Partnership.

My appointment expires:

*Helen L. Binford*  
Notary Public



DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this 13 day of February, 1979, by COUNTRY PLACE ESTATES, a Kansas Partnership, hereinafter referred to as "DECLARANT";

WITNESSETH, THAT:

WHEREAS, DECLARANT is the owner of and deems it desirable to impose a general plan for the improvement and development of the following-described real property, to-wit:

All of Country Place Estates, Wichita, Sedgwick County, Kansas, according to the Plat thereof (as approved by the Metropolitan Area Planning Commission), except Lot 48, Block 1,

and the adoption and establishment of covenants, conditions and restrictions upon such real property and each and every Lot and portion thereof and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of such property; and

WHEREAS, DECLARANT deems it desirable for the efficient preservation of the value, desirability and attractiveness of such property, pursuant to the provisions of this Declaration, to create a corporation to which may be delegated and assigned the powers of maintaining and administering the common area and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessments and charges hereinafter referred to; and

WHEREAS, COUNTRY PLACE ESTATES HOMEOWNERS ASSOCIATION, a non-profit corporation, will be incorporated under the laws of the State of Kansas for the purpose of exercising the powers and functions aforesaid; and

WHEREAS, DECLARANT will convey title to all of the Lots in the addition above described subject to the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, DECLARANT hereby covenants, agrees and declares that the property described above shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of all of the property described herein and the owners thereof, their successors and assigns.

ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

1.01 "Association" shall mean and refer to COUNTRY PLACE ESTATES HOMEOWNERS ASSOCIATION, a nonprofit corporation, to be incorporated under the laws of the State of Kansas, its successors and assigns.

1.02 "Property" shall mean and refer to all of the property described as:

All of Country Place Estates, Wichita, Sedgwick County, Kansas, according to the Plat thereof (as approved by the Metropolitan Area Planning Commission), except Lot 48, Block 1.

1.03 "Common Area" shall mean those portions of the Property to be owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be conveyed to and owned by the Association is described as follows:

Reserves A and B, as shown on the Plat of Country Place Estates, and all improvements and vegetation situated and to be situated thereon.

1.04 "Lot" shall mean and refer to each Lot within the Property upon which there will be constructed a single family residence. It shall not mean or include any part of the Common Area.

1.05 "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.06 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.07 "Declarant" shall mean and refer to COUNTRY PLACE ESTATES, a Kansas Partnership, its successors and assigns.

1.08 "Board" shall mean and refer to the Board of Directors of the Association.

1.09 "Structure" shall mean and refer to any thing or device (other than trees, shrubbery, hedges less than two (2) feet high, and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, covered or uncovered patio, swimming pool, tennis court, clothes line, radio or television antenna, fence, curbing, paving, wall or hedge more than two (2) feet in height, signboard or any temporary or permanent improvement to such Lot. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface water from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot, and (ii) any change in the grade of any Lot of more than six (6) inches from that existing at the time of purchase by each Owner.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

2.01 Membership. The Association shall have as members only Owners. All Owners shall, upon becoming such, be deemed automatically to have become members and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from the ownership of any Lot.

2.02 Voting Rights. All Members, so long as they shall qualify under this Article II, shall be entitled to vote on each matter submitted to a vote at a meeting of members. Each Member of the Association shall have one (1) vote, subject to the following exceptions and conditions:

- (A) If any Member owns or holds more than one (1) Lot, such member, subject to the provisions of this Article II, shall be entitled to one (1) vote for each such Lot.
- (B) When any such Lot is owned or held by more than one (1) Member as tenants in common or joint tenancy or any other manner of joint or common ownership or interest, such Members shall collectively be entitled to only one (1) vote relative to such Lot and if such Members cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot.
- (C) Any Member who is in violation of this Declaration, as determined by the Board, shall not be entitled to vote during any period in which such violation continues. Any Member who fails to pay any assessments established pursuant to the terms hereof shall not be entitled to vote during any period in which any such assessments are due and unpaid.
- (D) The Board may adopt such By-Laws, consistent with the terms hereof, the Articles of Incorporation of the Association, and the laws of the State of Kansas, as it deems advisable for any meeting of Members in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of members for voting purposes, voting by proxy, and such other matters concerning the conduct of meetings and voting as it shall deem proper.

### ARTICLE III

#### PROPERTY RIGHTS IN THE COMMON AREAS

3.01 Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (A) The right of the Association to limit the number of guests of Members.
- (B) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area, including but not limited to the recreational facilities thereof.
- (C) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and to mortgage the Common Area, provided that the rights of such mortgagees shall be subordinate to the rights of the Members.
- (D) The right of the Association to suspend the use of the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid and delinquent, and for a period not exceeding thirty (30) days for any single infraction of the Rules and Regulations of the Association.

(E) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Association; provided that such dedication or transfer shall not be effective unless authorized by a majority of Members present at a specially convened meeting called for such purpose.

3.02 Delegation of Use. A Member's right of enjoyment in the Common Area shall automatically extend to all members of his immediate family residing on any part of the Property. No guests shall be entitled to exercise such right of enjoyment or to any use of the Common Area except as provided in, and subject to, such regulations as may be promulgated by the Board.

3.03 Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his Lot.

3.04 Title to the Common Area. DECLARANT may retain the title to the Common Area until such time as it has completed improvements thereon and until such time as, in the opinion of DECLARANT, the Association is able to maintain the same but in any event DECLARANT covenants for itself, its successors and assigns, that it shall convey the Common Area to the Association not later than December 31, 1981.

DECLARANT further covenants that it will, at its sole cost and without right of reimbursement, erect and install on Reserve A near 13th Street a small security guard house, to be opened and operated at such times as determined by the Association, and it will cause to be planted and installed on the rest of Reserve A and on Reserve B such vegetation and amenities as it deems appropriate.

#### ARTICLE IV

##### COVENANTS CONCERNING ASSESSMENTS AND LIENS

4.01 General Assessments. For the purpose of providing funds for the operation of the Association, and for the operation, maintenance, care and improvement of the Common Area, and a wooded area on adjoining property as provided in Section 6.01 (f), and to afford the Association the means and resources necessary to carry out its duties and functions, the Association shall, in each year, assess against each Lot in the Property a general assessment, which general assessment shall subject each Lot to a lien to secure payment thereof.

The first such assessment shall be for the calendar year beginning January 1, 1980. It shall be fixed and levied prior to such date and thereafter it shall be due and payable on the 15th day of January, of each year. The Association will notify all Owners on or before that date, giving the amount of the assessment, when due, and the amount on each Lot owned by him. The failure of the Association to make the assessment prior to January 1 of each year for the next succeeding year shall not invalidate any such assessment made for that particular year; nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to January 1 of any year, then it shall become due and payable not later than thirty (30) days from the date of levying the assessment.

4.02 Basis and Operating Fund. All general assessments shall be made against the Owners on an equal basis for each Lot or fraction thereof owned by the Owner or Owners, except that DECLARANT is exempted

from imposition of an assessment, for which exemption DECLARANT cove-  
nants to maintain all unsold Lots at its sole cost.

Each new Owner purchasing a Lot from DECLARANT shall de-  
posit with the Association, at the closing of his purchase, such sum  
as may be required by DECLARANT as such OWNER's initial contribution  
to the working capital of the Association. Such deposit shall be in  
the amount of \$200.00 or such other amount as shall be specified in the  
contract covering the purchase of such Lot.

4.03 Limitations on General Assessments. The amount of such  
general assessment shall not exceed \$600.00 per Lot in any one  
year unless it is increased at a meeting of the Members called for  
that purpose prior to the date on which the assessment is due for  
the year for which such increase is proposed and two-thirds of  
the Members present at such meeting must vote for such increase in  
order for it to be effective. Whenever the Association deems it ad-  
visable to submit to the Members a proposal for increasing the amount  
of assessment for any particular year, then it shall notify the Mem-  
bers of the Association by mailing to such Members at the last known  
address with the United States postage thereon prepaid, a notice of  
such meeting, giving the time and place at which it is to be held  
and the fact that an increase in the rate of assessment is to be voted  
upon at such meeting.

4.04 Special Assessments. In addition to general assessments,  
the Association may, from time to time, at a regular meeting or a  
special meeting called upon notice for such purpose, establish a  
special assessment to be levied equally against each Lot for the pur-  
pose of providing additional funds (not available through general  
assessments) to carry out its duties and other functions and purposes  
contemplated hereunder. No such special assessment shall be valid  
unless two-thirds (2/3rds) of the Members present at the meeting vote  
for it. Any special assessments shall become a lien against each in-  
dividual Lot in the same manner otherwise provided for in this Article.

Further, the Association shall have the authority to  
establish and fix a special assessment on any Lot to secure the lia-  
bility of the Owner of such Lot to the Association for any breach by  
such Owner of any of the provisions of this Declaration, which breach  
shall require an expenditure by the Association for repair or remedy.

Any special assessments 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 the prevailing legal rate.

4.05 Collection and Expenditures. The Association shall have  
the sole authority to 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 nonpayment 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 the Articles of Incorporation  
and By-Laws of the Association. However, the Association shall not  
be obligated to spend in any year all the sums collected in such year  
by way of general assessments, or otherwise, and may carry forward,  
as surplus or in reserves, any balances remaining; nor shall the  
Association be obligated to apply any such surpluses or reserves to  
the reduction of the amount of the assessments in the succeeding year,  
but may carry forward from year to year such surplus as the Board in  
its absolute discretion may determine to be desirable for the greater  
financial security of the Association and the effectuation of its  
purposes.

4.06 Assessments and Liens; Delinquency. Thirty (30) days after any general or special assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent and a lien on the Lot, 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.

4.07 Notice of Delinquency. At any time after any general or special assessment against any Lot has become a lien and delinquent, the Association may record in the office of the Register of Deeds, Sedgwick County, Kansas, a Notice of Delinquency as to such Lot, 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 Lot against which the same has been assessed, and the name of the 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.

4.08 Enforcement of Liens. Each lien established pursuant to the provisions of this Declaration and which is specified in a Notice of Delinquency as hereinabove provided, may be foreclosed in like manner as a mortgage on real property as provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorneys' fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

4.09 Imposition of Liens. DECLARANT, as to each Lot in the Property, except those owned by DECLARANT, has established and does hereby establish, reserve and impose a lien thereon securing each assessment provided by this Declaration, together with the costs, penalties and interest attributable thereto, 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.

4.10 Subordination to Mortgages. Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate to the lien of any valid bona fide mortgage 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 Lot 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 V

##### USE, OCCUPANCY AND CONDUCT RESTRICTIONS

5.01 The Property is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building 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 proportioned improvements and improvements built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and

secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper setback from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement to such property.

5.02 Each Owner shall not interfere with the rights of other Owners, the Association, or the DECLARANT, nor intentionally or unintentionally annoy any of such or any of the occupants of this development by unreasonable noises, offensive odors, improper neighborly conduct or otherwise.

5.03 Each Owner shall obey and comply with all applicable public laws, ordinances, rules and regulations and all rules and regulations now or hereafter promulgated as provided for in this Declaration.

5.04 No Owner shall do or allow to be done any act which causes or threatens to cause any damage, encroachment or disrepair to the Common Area or the residence or Lot of any other Owner.

5.05 No building or structure shall be erected, altered, placed or permitted to remain on any building site subject to this Declaration other than one new single family residence, for private use, with a private garage and other outbuildings incidental to residential use, provided, however, that DECLARANT may, in its sole discretion and at its own expense, construct or install (a) decorative entrance treatments, of DECLARANT's own choice, type and design, on any or all corner Lots or building sites located on 13th Street, said entrance treatments to be located outside the building setback lines and confined to the corner of the Lot or building site concerned, and (b) a wall on the south ends of Lots 5 through 7, Block 1, immediately adjacent to and north of 13th Street; and (c) a berm or berms or wall or walls along or adjacent to the boundaries separating the property described on page 1 hereof and Lot 48, Block 1.

5.06 For the purposes of this Declaration, the following building sites, or part or parts thereof, shall be deemed to front on the streets designated as follows:

<u>Street Name</u>	<u>Lots Fronting</u>
Gatewood	Lots 17 through 25, Block 1; Lots 8 and 9, Block 2
Summerfield	Lots 26 through 30, Block 1; Lots 2 and 3, Block 2
Cypress	Lots 31 through 36, Block 1; Lots 5 and 12, Block 2
Crestwood	Lots 37 through 40, Block 1;
Crestwood Court	Lots 6, 7, 10, and 11, Block 2
Gatewood Court	Lots 42 through 47, Block 1
Linden	Lots 1 through 4, Block 1
Linden Court	Lots 12 through 16, Block 1
Linden Circle	Lots 5 through 10, Block 1

All residences on the above Lots shall front on the streets as designated above for said Lots.

For the purpose of this Declaration, the above-designated streets shall be considered as front streets and all other streets contiguous to any of such real property shall be considered as side streets.

Residences to be erected on each of the following-described Lots shall be situated on, or front on such street or streets contiguous to it as shall in the judgment of the owner, with written approval of the Architectural Committee, best complement the Lot and the surrounding area, to-wit:

Lots 10, 11, 16, and 41, Block 1;

Lots 13, 14, 15, and 16, Block 2;

except that Lot 16, Block 1, shall not front on Gatewood.

5.07 Each Owner shall comply with the minimum front, back and side setback requirements as shown on the recorded plat of the land covered hereby, and as herein provided in Section 8.03 hereof.

5.08 No excavations, except such as are necessary for the construction of a residence or improvements, shall be permitted on any Lot without written permission of DECLARANT.

5.09 No trash, ashes, dirt, rock or other refuse may be thrown or dumped on any Lot or building site. No building materials of any kind or character shall be placed or stored upon any building site more than thirty (30) days before the commencement of construction of a residence or improvements and then such materials shall be placed within the property lines of the building site upon which they are to be erected and shall not be placed in the street or between the curb and property line.

5.10 No retail, wholesale, manufacturing or repair business of any kind nor so-called home occupations shall be permitted on any building site or in any residence 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 a nuisance to the neighborhood shall be carried on upon any building site or in any residence or appurtenant structures erected thereon.

5.11 No basement, tent, shack, garage, barn or outbuilding other than guest houses or servants' quarters erected on a building site covered by this Declaration 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.

5.12 No used, secondhand or previously erected house or building of any kind can be moved or placed, either in sections or as a whole, upon said land, nor shall any trailer be moved, placed or permitted to remain upon a building site subject to this Declaration.

5.13 No birds, animals or insects, except dogs, cats or other household pets, shall be kept or maintained on any Lot. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted on the Property without the express written consent of the Association. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot.

5.14 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

DECLARANT; provided, however, that permission is hereby granted for the erection and maintenance of not more than one temporary, unlighted, unanimated signboard on each building site as sold and conveyed, which signboard shall not be more than ten (10) 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.

5.15 No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the minimum front building setback lines established on the Plat. No hedge, shrub, mass planting or tree shall be allowed by the owner to obstruct sight lines at any corner. Trees, shrubs and other plants which die shall be promptly removed from the property.

5.16 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 this Declaration, nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon or in any of the building sites covered by this Declaration. Fuel oil storage tanks as a part of the heating equipment of a residence shall be permitted only if located underground.

5.17 There shall not be erected any external television or radio antennas or permanent clothesline structures and no Owner shall erect any structures, either permanent or temporary, upon any of the Common Area.

5.18 No automobile, truck, motorcycle, motorbike, boat, house-trailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the Common Area, nor may any boat, boat trailer, house trailer, camper, camper trailers, or similar items be stored in the open on any Lot.

5.19 Motor scooters, mini bikes or similar vehicles shall be operated for transportation only and no joy riding on the streets or any Lot shall be allowed except on a designated bike or cycle trail.

5.20 No garage doors shall be allowed to face on a street.

5.21 Each Owner (other than DECLARANT (who shall have an obligation to maintain and keep mowed all unsold Lots owned by it)) shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management in relation to a quality residential neighborhood such as will exist in the Property. If in the opinion of the Association, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by a two-thirds (2/3rds) decision of the Board, and after fifteen (15) days' written notice to Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements and the cost thereof shall be a binding personal obligation of such Owner and the Association may establish a special assessment on such Lot for the cost thereof and enforce the same as provided in Article IV hereof.

5.22 No platted Lot or building site shall be divided into more than one building site but more than one lot may be used as a building site for one dwelling.

5.23 No tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of DECLARANT. The Association in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources upon the Property. DECLARANT or the Association may designate certain trees, regardless of size, as not removable without written authorization.

5.24 As soon as practicable after completion of a residence on a Lot, the Owner thereof shall plant a lawn and at least fifteen (15) perennial shrubs, bushes, or trees on such Lot.

ARTICLE VI  
THE ASSOCIATION

6.01 Powers and Duties.

(a) The Association shall have the rights and powers as set forth in its Articles of Incorporation and By-Laws, together with its general powers as a nonprofit corporation, and it shall perform each and every duty required of it by this Declaration.

(b) DECLARANT shall carry out all of the duties and powers herein delegated to the Association until forty-seven percent (47%) of the Lots herein shall have residences constructed thereon which are occupied, at which time management shall be turned over to the Association, who shall then exercise the powers and duties herein set out; provided, however, that the DECLARANT may at its option at any earlier time turn the management over to the Association. The Association and the DECLARANT shall cooperate fully in the transition of management.

(c) The Association shall own, maintain, improve, landscape, mow and keep clean the Common Area. It further shall maintain, improve, repair and/or replace the decorative entrance treatments, wall(s) and berm(s) erected and installed on individual Lots by DECLARANT.

(d) The Association shall maintain such insurance on the Common Area and facilities thereon as it deems necessary and advisable.

(e) The Association shall have the right to create and establish reserves for the repair, restoration, or replacement of any improvement it has the duty to repair, restore or replace hereunder.

(f) The Association, through its Board of Directors, shall have the right to adopt such Rules and Regulations as it may deem advisable for the maintenance, use, conservation, and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and occupants of Lots in the Property.

(g) The Association shall determine whether and to what extent the security guardhouse, to be erected on Reserve A, shall be operated, and the manner and character of operations thereof.

(h) Adjoining the Property is a tract of land owned by DECLARANT and described as follows:

Lot 48, Block 1, Country Place Estates, Wichita, Sedgwick County, Kansas, except the South 320 feet of the West 120 feet thereof (sometimes hereinafter referred to as "adjoining property"),

on which it is anticipated that there will be a condominium, townhouse, or other similar type development having approximately the same number of residents as will the Property. Adjacent to said adjoining property, on a tract described as the South 320 feet of the West 120 feet of Lot

48, Block 1, is situated a wooded area which DECLARANT anticipates will be left in its present state with possible additional landscaping. It is further anticipated that the existence of such wooded area will be of benefit not only to those occupying residential units on such adjoining property but also to those occupying Lots in the Property. It is further anticipated that the costs of operating, maintaining, improving, restoring, mowing, trimming, and keeping clean Reserve A of Country Place Estates, including but not limited to the security guardhouse, will benefit those occupying Lots in the Property as well as those who will reside on the above-described adjoining property.

Accordingly, it is hereby declared that the costs of operating, maintaining, improving, restoring, mowing, trimming, and keeping clean Reserve A and said wooded area shall be charged one-half (1/2) to the Association hereof and one-half (1/2) to the Association to be created in respect to the development on the adjoining property; provided that until all Lots and residential units in the Property and the adjoining property are completely sold and residences constructed thereon and occupied, the costs of operating, maintaining, etc., said Reserve A and said wooded area shall be charged and apportioned to the respective Associations in such proportions as DECLARANT in its uncontrolled discretion from time to time deems equitable and proper based on the relative number of occupants in each development who from time to time benefit from said Reserve A and said wooded area. The determination made by DECLARANT during the developmental periods aforesaid shall be binding and conclusive on all interested parties.

Subject to the foregoing and to the last two sentences of this paragraph, the Association hereof shall be empowered to determine the manner and extent of operating, maintaining, improving, restoring, mowing, trimming, and keeping clean Reserve A and said wooded area, and the Association hereof shall bill the Association to be created in respect to the adjoining property for its portion thereof aforesaid. Said latter Association shall promptly pay said bill. Should fifty percent (50%) or more of the voting power of the members of the latter Association take issue with the manner and extent of operating, maintaining, etc., said Reserve A and said wooded area, after both developments are fully developed and residences therein occupied, said latter Association may request and be entitled to call a joint meeting of members of both Associations. In such event, a joint meeting of members will be convened by both Associations, with at least seven (7) days written notice to be given, at which joint meeting any dispute shall be resolved by a majority vote of all members present, in person or by proxy.

Nothing herein shall be construed to require DECLARANT to continue using said wooded area for such purpose, and DECLARANT hereby reserves fee simple title to said area and the right to at any time sell, convey, mortgage, transfer or dedicate said property to whomsoever it desires, free and clear of liens and encumbrances of whatever nature save and except easements and restrictions of record.

**6.02 Enforcement Rights in City.** If the Association shall fail or refuse for any reason to maintain the Common Area, then the City of Wichita or other proper authority shall have the right to maintain such Common Area and assess the costs thereof to the Lots in the Property on an equal basis. This provision shall endure, even though the rest of the covenants herein may terminate, as long as such Common Area is used as such and until all of the Owners of property in the Property shall execute a written consent to the discontinuance of the use of any such Common Area as such. If the use of such Common Area shall be discontinued as a Common Area, as above set out, then the ownership of the same shall revert to the Owners of Lots in the Property.

**6.03 Operations and Expenses.** The Association shall establish such committees as may be provided for in its By-Laws, may 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 for all other expenses necessary or incidental to the conduct or carrying on of its business.

6.04 Enforcement. The Association may engage a management firm and turn over to such firm any duties required by its Articles of Incorporation and By-Laws and this Declaration. In addition to any and all other provisions concerning enforcement set forth herein, the Association shall have the duty to enforce each and every provision of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of any such action or other enforcement procedure.

6.05 Taxes and Assessments. Each Owner shall be obligated to pay the taxes or assessments assessed by the County Assessor against his own Lot and personal property.

6.06 Repair and Restoration of Improvements on Common Area. Should any improvements on the Common Area or any part or 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 improvement of same.

The repair and restoration work referred to in this section shall be commenced promptly after the happening of the destruction or damage occasioning the same, and once commenced the same shall be pursued diligently to completion.

#### ARTICLE VII EASEMENTS AND ACCESS CONTROL

7.01 Public Utility and Floodway Easements Dedicated. Easements for the installation and maintenance of all public utilities and for floodway on Lots subject to this Declaration are dedicated as shown on the recorded Plat of this property. There shall be no permanent improvements erected on any part of this property on which the floodway is shown in the recorded Plat hereof.

7.02 Easements in Favor of DECLARANT and of Association. DECLARANT specifically reserves unto itself, its successors and assigns, a perpetual, nonexclusive easement and right of way over the Common Area, for the purpose of constructing, maintaining, repairing, replacing and rebuilding underground pipelines, 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.

The Association is hereby granted a perpetual, non-exclusive easement to enter upon any Lot on which is situated an entrance treatment, wall or berm installed or erected by DECLARANT, and maintain, improve, repair and/or replace the same.

7.03 Access Control. There shall be no vehicular access to 13th Street from Lots 5 through 7, Block 1, nor shall there be vehicular access to Gatewood from the east boundary lines of Lots 1 through 4, Block 1.

ARTICLE VIII

ARCHITECTURAL COMMITTEE; ARCHITECTURAL CONTROL

8.01 The "Architectural Committee" shall be composed of those three (3) or more individuals so designated from time to time by the Board of Directors of the Association.

8.02 No Structure shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any manner which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but in any event shall include (i) a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot or Lots (including proposed front, rear and side setbacks) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot or Lots; and (ii) a finished grade plan for the particular Lot or Lots.

8.03 The Architectural Committee shall have the power to regulate the distance between improvements on adjoining Lots in order that no residence, including attached garages, breezeways, attached greenhouses, eills and porches, shall be closer than forty (40) feet to any other residence, including attached garages, etc. In no event shall the front width of such a residence, including attached garages, etc., extend seventy-five percent (75%) of the width of the building site at the front setback line and neither shall any residence, including attached garages, etc., be placed closer than twenty (20) feet to any side lot line or twenty-five (25) feet to any rear lot line. All detached garages, bath houses, greenhouses, and other outbuildings or improvements shall be placed at least ten (10) feet from the side building site line and at least ten (10) feet from the back building site line. No tennis or paddle ball court shall be placed closer to a lot line than permitted by ordinance.

8.04 The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) the failure of such plans or specifications to comply with any of the terms of this Declaration;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing Structure or uses upon other Lots in the vicinity;
- (e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;
- (f) objection to the finished grade plan for any Lot;
- (g) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;
- (h) objection to parking areas proposed for any Lot on the ground of (1) incompatibility to proposed uses and Structures on such Lot or (2) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or
- (i) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon the Lots in the vicinity.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

Whatever shall be the decision of the Architectural Committee hereunder, its decision shall be final and conclusive and no member of the Committee shall be liable whatever for failure or neglect to approve any plans and specifications submitted.

8.05 Upon approval by the Architectural Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall at the Committee's request be deposited for permanent record with the Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

8.06 The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from, or amendment of any such rules or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided, (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this Declaration, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question.

In the event that the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

8.07 If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article VIII, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article VIII and without the approval required herein, and, upon written notice from the Architectural Committee, any such Structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the Association may establish a special assessment on such Lot for the cost thereof and enforce the same as provided in Article IV hereof.

8.08 Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the Owner thereof, issue a Certificate of Compliance in form suitable for recordation, identifying such Structure and the Lot on which such Structure is placed, and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Certificate shall comply therewith. Preparation and recording of such Certificate shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of this Section 8.08 shall be prima facie evidence of the facts therein stated and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer or title examiner, such Certificate shall be conclusive evidence that all Structures on the Lot, and the use or use described therein comply with all the requirements of this Article VIII, and with all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

#### ARTICLE IX

##### PARKING

9.01 Off Street. Each residence site fronting on Linden Circle, Linden, Linden Court, Gatewood Court, and Crestwood Court shall contain a minimum of four (4) suitably surfaced off-street parking spaces, which parking spaces shall be situated so as to be in compliance with Section 28.04.140 of the Code of the City of Wichita. The parking space or spaces in the garage may be counted toward meeting this requirement. Each of such off-street parking spaces shall be of sufficient size to accommodate a passenger motor vehicle.

9.20 On Street. On street parking on the above-designated streets shall be restricted as follows:

- |                 |                              |
|-----------------|------------------------------|
| Linden Circle   | - Parking on north side only |
| Linden          | - Parking on west side only  |
| Linden Court    | - Parking on north side only |
| Gatewood Court  | - Parking on south side only |
| Crestwood Court | - Parking on east side only  |

#### ARTICLE X

##### MISCELLANEOUS

10.01 Provisions Binding on Grantees. 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 lease covering any part or portion of such property, accepts the same subject to all of the restrictions, liens and charges and the jurisdiction, rights and powers of the Association and DECLARANT provided for in this Declaration.

10.02 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 this 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.

10.03 Construction and Validity of Restrictions. All of the 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, covenants, reservation, lien or charge, or any part thereof, shall be affected or impaired.

10.04 Assignment of Powers. Any and all rights and powers of the Declarant provided for in this Declaration and any modification or amendment hereof 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 any other responsible entity who assumes the obligations assigned to it. Upon the effective date of such assignment, the assigning party shall be released of any and all liabilities of whatever nature arising out of acts or omissions prior to the effective date of the assignment.

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

10.06 Titles. All titles used in this Declaration are intended solely for convenience of reference, and the same shall not affect that which is set forth in the terms and conditions of this Declaration nor the meaning thereof.

10.07 Singular and Plural, Masculine and Feminine. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

10.08 Successors in Interest. Reference herein to either the Association or DECLARANT shall include its respective successor, and each such successor shall succeed to the rights, powers, and authority hereunder of its predecessor.

10.09 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, DECLARANT, and the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date hereof, after which time the covenants, conditions and restrictions hereof shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Owners of these Lots, has been recorded, agreeing to abolish or change these covenants, conditions and restrictions in whole or in part.

10.10 Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative assent or vote of not less than seventy-five percent (75%) of the Owners, and, further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than seventy-five percent (75%) of the Owners; provided, however, no amendment materially impairing the rights of any mortgagee shall be binding on any such mortgagee unless consented to in writing by such mortgagee.

10.11 Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any Mortgage made in good faith and for value, but all of these covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure sale, or deed in lieu thereof.

10.12 Enforcement. The covenants set forth herein shall run with the land and bind the present Owner, its successors and assigns, and all parties claiming by, through or under it, shall be taken to hold, agree and covenant with the Owner of each building site, its successors and assigns, and with each of them, to conform and observe this Declaration and each and every term and condition hereof (but no restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during its, his or their title to said land), and DECLARANT or the Owner or Owners of any of the above land or the Association shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the terms and conditions set forth herein, in addition to ordinary legal action for damages.

10.13 Authority of Managing Partner of DECLARANT. DECLARANT hereby represents that this DECLARATION has been fully authorized by all of the Partners of DECLARANT, and that the Managing Partner whose signature appears below as a Managing Partner is fully empowered to execute this DECLARATION for and in behalf of DECLARANT, a Kansas Partnership.

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

COUNTRY PLACE ESTATES, a Kansas  
Partnership

By Quinn Davis Pittman  
a Managing Partner Thereof

STATE OF KANSAS            )  
                                  ) SS  
COUNTY OF SEDGWICK        )

The foregoing instrument was acknowledged before me this 13<sup>th</sup>  
day of February, 1979, by Evon Davis Ritchie, a  
Managing Partner of COUNTRY PLACE ESTATES, a Kansas Partnership.

My appointment expires:

Helen L. Binford  
Notary Public



FLEESON, GOOING, COULSON & KITCH  
LAWYERS

SIXTEENTH FLOOR - 125 NORTH MARKET  
POST OFFICE BOX 597  
WICHITA, KANSAS 67201  
(316) 267-7361

HOWARD T. FLEESON  
(1933-1937)  
HOMER V. GOOING  
RETIRED

WAYNE COULSON  
PAUL R. KITCH  
DALE H. STUCKY  
DONALD R. NEWKIRK  
GERRIT H. WORNHOLDT  
ROBERT T. CORNWELL  
WILLARD B. THOMPSON  
RICHARD I. STEPHENSON  
JOHN T. CONLEE  
THOMAS D. RITCH  
J. ERIC ENGSTROM  
LARRY W. WALL  
JOHN R. MORSE  
REX O. REASLEY  
RON CAMPBELL  
MARK E. SINGER  
JAMES L. BURGESS  
GREGORY J. STUCKY

February 13, 1979



OF COUNSEL  
GEORGE J. LEIBOWITZ  
WASHINGTON, D. C.

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

Re: Country Place Estates  
Wichita, Sedgwick County, Kansas

Dear Mr. Newby:

We are handing you the original executed Declaration of Covenants, Conditions and Restrictions covering the single-family development and another covering the intended condominium development, each dated February 13, 1979.

We understand that these Declarations will be recorded when the Plat itself is recorded. We will appreciate having these Declarations returned to us after their recordation.

Very truly yours,

*Willard B. Thompson*

Willard B. Thompson  
of FLEESON, GOOING, COULSON & KITCH

WBT:hb

cc: Mr. Dave Ritchie  
Mr. Nestor Weigand, Jr.  
Mr. D. L. Van Buskirk  
Mr. Gary Wiley

P.S. Incidentally, these Declarations have been changed very slightly from the draft sent you by letter of January 16, 1979. We are enclosing xerox copies of the pages which have been changed with handwritten notations showing the changes.

*WBT*  
W.B.T.

## CHICAGO TITLE INSURANCE COMPANY

### COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Issued by:  
THE SECURITY ABSTRACT &  
TITLE COMPANY, INC.  
434 North Main Street  
Wichita, Kansas 67202  
(316) AM 7-8371

CHICAGO TITLE INSURANCE COMPANY

*Alvin W. Long*  
President.

ATTEST:

*Chester C. McCullough*  
Secretary.

*Frank R. [Signature]*  
Authorized Signatory



Form 3615 - K.C. Division

SECURITY SECURITY  
  
SECURITY SECURITY

Curtis Newby  
Planning  
City of Wichita

(from Bill Thompson)

## CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusion from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

SCHEDULE A

Number  
273700

Effective Date  
February 14, 1979 at 7:00 A. M.

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

Proposed Insured:

City of Wichita

Loan Policy to be issued:

ALTA Form 1970  
(Amended 10-17-70)

Amount:

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:

Country Place Estates, a Kansas partnership

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

The West Half of the Southeast Quarter of Section 8, Township 27  
South, Range 2 East of the 6th Principal Meridian, 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): Taxes for the year 1978 paid in the amount of \$1,943.97.
9. Right of way to St. Louis - San Francisco Railway Co. over the North 100 feet of captioned property as created by instrument filed February 14, 1980 in Deed Book T, Page 153.
10. Rights of the public, if any, over the South 30 feet of captioned property for road purposes.
11. Easement to the City of Wichita for sewer system over the North 30 feet of the South 1425 feet of the West 30 feet of captioned property as created by instrument filed November 22, 1978 on Film 338, Page 607.
12. It is noted for information purposes only that captioned property may become subject to special assessments for water and sewer as disclosed by Resolutions filed September 21, 1976 on Film 210, Page 524 and filed March 22, 1978 on Film 296, Page 788.

February 1, 1979

Gary Wiley, P.E.C., P.A.  
1440 E. English  
Wichita, Ks. 67211

Re: S/D 78-11 - Final plat of Country Place Estates

Dear Mr. Wiley:

At the regular meeting of the Metropolitan Area Planning Commission on Thursday, February 1, 1979, 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 January 26, 1979.

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:

- 2-14-79 ✓ Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 2-14-79 ✓ Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the plattor.
- 2-14-79 ✓ Certification that all taxes due and payable for 1978 and prior years have been paid.

Please call if you have any questions.

Very truly yours,

Jack H. Galbraith  
Chief Planner

JHG:bh

cc: Country Place Estates (Dave Ritchie) P.O. Box 4048, 67204

January 26, 1979

Gary Wiley, P.F.C., P.A.  
1440 E. English  
Wichita, Ks. 67211

Re: S/D 78-11 - Final plat of Country Place Estates

Dear Mr. Wiley:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, January 25, 1979, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- 2-20-79 *petitioned* The applicant shall guarantee the paving of all interior streets.
- 2-16-79 B. *letter of credit* The applicant shall guarantee the construction of a temporary decel lane on 13th Street.
- 2-20-79 *petitioned* The applicant shall guarantee the installation of sanitary sewer to serve each lot.
- D. *petitioned* The applicant shall guarantee the installation of City water to serve each lot.
- 2-16-79 *B.* The applicant shall submit for review a homeowners association agreement which provides for the maintenance of open space areas, fire lanes, and access drives, and parking areas on Lot 48; and for the maintenance of Reserves A and B. The agreement shall also state that 4 off-street parking spaces per dwelling unit shall be provided.
- 2-16-79 *B.* In accordance with the approved sidewalk plan, the applicant shall submit an acknowledgement which states where sidewalks are required on the single-family lots and states that the owner of the lot at the time a building permit is requested will be responsible for guaranteeing the installation of the walk on his property. The applicant shall also submit a financial guarantee which provides for the construction of the sidewalk adjacent to Reserve A (as shown on the current prints) and Lot 48 within 90 days after completion of the paving of Gatewood.

Gary Wiley, P.E.C., P.A.

1-26-79

Page 2

- G. Since the associated C.U.P. references the two reserves and states their uses, the labeling of these reserves shall be corrected on the final plat tracing so they are the same as on the C.U.P. The street medials should be "Reserve A" and the larger reserve should be "Reserve B." The appropriate changes shall also be made in the plat's text and the text should state that the reserves are "reserved" for specific purposes, not "dedicated".
- H. The 10 ft. utility easement indicated adjacent to Gatewood on Block 1, shall be extended across Lots 25 and 26.
- I. The minimum building pad elevations shown on the plat shall be indicated in the plat's text.
- J. Reference in the plat's text to the floodway being dedicated to the public shall be deleted and substituted with the following wording: "The floodway shall be the responsibility of the owners of the lots on which the floodway is located until such time as the governing body exercising jurisdiction elects to assume the responsibility for maintenance and improvement of the drainage, provided, however,....."
- K. In accordance with the C.U.P. and the zoning ordinance, 25-foot setbacks are required on the north side of Lot 1, and the east side of Lot 16 and 20-foot setbacks are required on the east side of lots 1, 2, 3, and 4.
- 2-16-79 L. *Letter of credit \$1000 submitted guarantee removal. Eng sked.*  
The structure located in Gatewood right-of-way just north of 13th Street shall be removed prior to release of the plat for recording. A letter from the applicant or his engineer stating that said structure has been removed shall be submitted to the Planning Department.
- 2-20-79 M. *substantiated*  
The applicant shall guarantee any drainage improvements required by the platting of this property.
- N. 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, February 1, 1979, at 1:30 p.m. If

Gary Wiley, PEC., P.A.  
1-26-79  
Page 3

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

Sincerely yours,

Curtis L. Newby  
Junior Planner

CLN:bh

cc: Country Place Estates, (Dave Ritchie) P.O.Box 4948, 67204  
Dean Sellers, Assistant City Engineer

FLEESON, GOOING, COULSON & KITCH  
LAWYERS

WAYNE COULSON  
PAUL R. KITCH  
DALE M. STUCKY  
DONALD R. NEWKIRK  
DEBBIE H. WORNHOLDT  
ROBERT T. CORNWELL  
WILLARD B. THOMPSON  
RICHARD I. STEPHENSON  
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JOHN R. MORSE  
REX G. BEASLEY  
RON CAMPBELL  
MARK E. SINGER  
JAMES L. BURGESS  
GREGORY J. STUCKY

SIXTEENTH FLOOR - 125 NORTH MARKET  
POST OFFICE BOX 997  
WICHITA, KANSAS 67201  
(316) 267-7301

HOWARD T. FLEESON  
(1955-1957)  
ROMER M. GOOING  
RETIRED

OF COUNSEL  
GEORGE J. LEIBOWITZ  
WASHINGTON, D. C.

January 16, 1979



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

Re: Country Place Estates  
Wichita, Sedgwick County, Kansas

Dear Mr. Newby:

Enclosed are xerox copies of two proposed Declarations, one covering Country Place Estates, except Lot 48, Block 1, and the other covering Lot 48, Block 1 (except a small segment in the southwest corner) which will be developed as a condominium regime.

As to the latter Declaration, we are in the process of preparing a detailed comprehensive Declaration for condominium development on Lot 48, Block 1, except the South 320 feet of the West 120 feet thereof, and you will note that, if acceptable to the City, we would contemplate that the enclosed Declaration covering such property may be superseded by the comprehensive condominium Declaration when filed of record.

Should you have any questions about either of the enclosures or about the matter of superseding the latter Declaration with the comprehensive Declaration, please let me know.

I should say that the enclosed Declarations are revisions of earlier drafts and have not been totally and finally approved by the representatives of the developer and it is possible that there may be a few minor changes to either of these, in which event you will be notified accordingly.

Sincerely,

*Willard B. Thompson*  
Willard B. Thompson  
of FLEESON, GOOING, COULSON & KITCH

WBT:hb

cc: Mr. Dave Ritchie  
Mr. Nestor Weigand, Jr.  
Mr. D. L. Van Buskirk  
Mr. Gary Wiley

1-18-79

*advised Bill Thompson  
that draft was ok and to go ahead  
and submit final*

DRAFT Copy

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 1979, by COUNTRY PLACE ESTATES, a Kansas Partnership, hereinafter referred to as "DECLARANT";

WITNESSETH, THAT:

WHEREAS, DECLARANT is the owner of the following-described real property, to-wit:

Lot 48, Block A, Country Place Estates, Wichita, Sedgwick County, Kansas, except the South 320 feet of the West 120 feet thereof, according to the recorded Plat thereof,

and

WHEREAS, DECLARANT intends to develop such property in a condominium, townhouse, or other similar type development; and

WHEREAS, in the event of such development, appropriate portions of said property will be used for fire lanes, access drives, parking areas, open space, and community facilities; and

WHEREAS, as an incident to the approval of the Plat covering Country Place Estates, the City of Wichita has required that DECLARANT make provision for the maintenance of the items described in the immediately preceding paragraph.

NOW, THEREFORE, DECLARANT hereby covenants, agrees, and declares that the property hereinabove described shall be held, sold, and conveyed, subject to the following covenants, conditions and restrictions which are hereby declared to be for the benefit of the property hereinabove described and the owners thereof, their successors and assigns, as follows:

1. DECLARANT hereby covenants that if the property above described is developed as a condominium, townhouse, or similar type development, that portion of said property which shall be used for open space, fire lanes, access drives, parking, and community facilities, shall be maintained in a good and clean manner consistent with the type of development which is implemented.
2. Further, if said property is so developed as aforesaid, DECLARANT will cause a Homeowners Association to be formed as a non-profit corporation under the laws of the State of Kansas which shall have as its members the owners of residential units in said development and which shall have the responsibility for administering the maintenance of said open space, fire lanes, access drives, parking areas, and community facilities.
3. DECLARANT, its successors and assigns, hereby reserves the right to revoke this Declaration at any time, provided that this Declaration is superseded by another Declaration which makes similar

DRAFT Copy

provision for maintenance of the aforesaid areas, but makes provision for same in a more detailed and comprehensive manner such as in a comprehensive Declaration creating a condominium or townhouse development or other similar type of development in detail.

4. DECLARANT hereby represents that this DECLARATION has been fully authorized by all of the Partners of DECLARANT, and that the Managing Partner whose signature appears below as a Managing Partner is fully empowered to execute this DECLARATION for and in behalf of DECLARANT, a Kansas Partnership.

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

COUNTRY PLACE ESTATES, a Kansas Partnership

By \_\_\_\_\_  
a Managing Partner Thereof

STATE OF KANSAS            )  
                                  ) SS  
COUNTY OF SEDGWICK     )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1979, by \_\_\_\_\_, a Managing Partner of COUNTRY PLACE ESTATES, a Kansas Partnership.

My appointment expires: \_\_\_\_\_  
Notary Public

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 1979, by COUNTRY PLACE ESTATES, a Kansas Partnership, hereinafter referred to as "DECLARANT";

WITNESSETH, THAT:

WHEREAS, DECLARANT is the owner of and deems it desirable to impose a general plan for the improvement and development of the following-described real property, to-wit:

All of Country Place Estates, Wichita, Sedgwick County, Kansas, according to the recorded Plat thereof, except Lot 48, Block 1,

and the adoption and establishment of covenants, conditions and restrictions upon such real property and each and every Lot and portion thereof and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of such property; and

WHEREAS, DECLARANT deems it desirable for the efficient preservation of the value, desirability and attractiveness of such property, pursuant to the provisions of this Declaration, to create a corporation to which may be delegated and assigned the powers of maintaining and administering the common area and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessments and charges hereinafter referred to; and

WHEREAS, COUNTRY PLACE ESTATES HOMEOWNERS ASSOCIATION, a nonprofit corporation, will be incorporated under the laws of the State of Kansas for the purpose of exercising the powers and functions aforesaid; and

WHEREAS, DECLARANT will convey title to all of the Lots in the addition above described subject to the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, DECLARANT hereby covenants, agrees and declares that the property described above shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of all of the property described herein and the owners thereof, their successors and assigns.

ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

1.01 "Association" shall mean and refer to COUNTRY PLACE ESTATES HOMEOWNERS ASSOCIATION, a nonprofit corporation, to be incorporated under the laws of the State of Kansas, its successors and assigns.

1.02 "Property" shall mean and refer to all of the property described as:

All of Country Place Estates, Wichita, Sedgwick County, Kansas, according to the recorded Plat thereof, except Lot 48, Block 1.

1.03 "Common Area" shall mean those portions of the Property to be owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be conveyed to and owned by the Association is described as follows:

Reserves A and B, as shown on the Plat of Country Place Estates, and all improvements and vegetation situated and to be situated thereon.

1.04 "Lot" shall mean and refer to each Lot within the Property upon which there will be constructed a single family residence. It shall not mean or include any part of the Common Area.

1.05 "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.06 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.07 "Declarant" shall mean and refer to COUNTRY PLACE ESTATES, a Kansas Partnership, its successors and assigns.

1.08 "Board" shall mean and refer to the Board of Directors of the Association.

1.09 "Structure" shall mean and refer to any thing or device (other than trees, shrubbery, hedges less than two (2) feet high, and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, covered or uncovered patio, swimming pool, tennis court, clothes line, radio or television antenna, fence, curbing, paving, wall or hedge more than two (2) feet in height, signboard or any temporary or permanent improvement to such Lot. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface water from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot, and (ii) any change in the grade of any Lot of more than six (6) inches from that existing at the time of purchase by each Owner.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

2.01 Membership. The Association shall have as members only Owners. All Owners shall, upon becoming such, be deemed automatically to have become members and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from the ownership of any Lot.

2.02 Voting Rights. All Members, so long as they shall qualify under this Article II, shall be entitled to vote on each matter submitted to a vote at a meeting of members. Each Member of the Association shall have one (1) vote, subject to the following exceptions and conditions:

- (A) If any Member owns or holds more than one (1) Lot, such member, subject to the provisions of this Article II, shall be entitled to one (1) vote for each such Lot.
- (B) When any such Lot is owned or held by more than one (1) Member as tenants in common or joint tenancy or any other manner of joint or common ownership or interest, such Members shall collectively be entitled to only one (1) vote relative to such Lot and if such Members cannot jointly agree as to how that vote should be cast, no vote shall be allowed with respect to such Lot.
- (C) Any Member who is in violation of this Declaration, as determined by the Board, shall not be entitled to vote during any period in which such violation continues. Any Member who fails to pay any assessments established pursuant to the terms hereof shall not be entitled to vote during any period in which any such assessments are due and unpaid.
- (D) The Board may adopt such By-Laws, consistent with the terms hereof, the Articles of Incorporation of the Association, and the laws of the State of Kansas, as it deems advisable for any meeting of Members in regard to proof of membership in the Association, evidence of right to vote, the appointment and duties of inspectors of votes, registration of members for voting purposes, voting by proxy, and such other matters concerning the conduct of meetings and voting as it shall deem proper.

### ARTICLE III

#### PROPERTY RIGHTS IN THE COMMON AREAS

3.01 Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (A) The right of the Association to limit the number of guests of Members.
- (B) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area, including but not limited to the recreational facilities thereof.
- (C) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and to mortgage the Common Area, provided that the rights of such mortgagees shall be subordinate to the rights of the Members.
- (D) The right of the Association to suspend the use of the recreational facilities by a Member for any period during which any assessment against his Lot remains unpaid and delinquent, and for a period not exceeding thirty (30) days for any single infraction of the Rules and Regulations of the Association.

(E) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Association; provided that such dedication or transfer shall not be effective unless authorized by a majority of Members present at a specially convened meeting called for such purpose.

3.02 Delegation of Use. A Member's right of enjoyment in the Common Area shall automatically extend to all members of his immediate family residing on any part of the Property. No guests shall be entitled to exercise such right of enjoyment or to any use of the Common Area except as provided in, and subject to, such regulations as may be promulgated by the Board.

3.03 Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his Lot.

3.04 Title to the Common Area. DECLARANT may retain the title to the Common Area until such time as it has completed improvements thereon and until such time as, in the opinion of DECLARANT, the Association is able to maintain the same but in any event DECLARANT covenants for itself, its successors and assigns, that it shall convey the Common Area to the Association not later than December 31, 1981.

DECLARANT further covenants that it will, at its sole cost and without right of reimbursement, erect and install on Reserve B near 13th Street a small security guard house, to be opened and operated at such times as determined by the Association, and it will cause to be planted and installed on the rest of Reserve B and on Reserve A such vegetation and amenities as it deems appropriate.

#### ARTICLE IV

##### COVENANTS CONCERNING ASSESSMENTS AND LIENS

4.01 General Assessments. For the purpose of providing funds for the operation of the Association, and for the operation, maintenance, care and improvement of the Common Area, and a wooded area on adjoining property as provided in Section 6.01 (f), and to afford the Association the means and resources necessary to carry out its duties and functions, the Association shall, in each year, assess against each Lot in the Property a general assessment, which general assessment shall subject each Lot to a lien to secure payment thereof.

The first such assessment shall be for the calendar year beginning January 1, 1980. It shall be fixed and levied prior to such date and thereafter it shall be due and payable on the 15th day of January, of each year. The Association will notify all Owners on or before that date, giving the amount of the assessment, when due, and the amount on each Lot owned by him. The failure of the Association to make the assessment prior to January 1 of each year for the next succeeding year shall not invalidate any such assessment made for that particular year; nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to January 1 of any year, then it shall become due and payable not later than thirty (30) days from the date of levying the assessment.

4.02 Basis and Operating Fund. All general assessments shall be made against the Owners on an equal basis for each Lot or fraction thereof owned by the Owner or Owners, except that DECLARANT is exempted

from imposition of an assessment, for which exemption DECLARANT covenants to maintain all unsold Lots at its sole cost.

Each new Owner purchasing a Lot from DECLARANT shall deposit with the Association, at the closing of his purchase, such sum as may be required by DECLARANT as such OWNER's initial contribution to the working capital of the Association. Such deposit shall be in the amount of \$200.00 or such other amount as shall be specified in the contract covering the purchase of such Lot.

4.03 Limitations on General Assessments. The amount of such general assessment shall not exceed \$600.00 per Lot in any one year unless it is increased at a meeting of the Members called for that purpose prior to the date on which the assessment is due for the year for which such increase is proposed and two-thirds of the Members present at such meeting must vote for such increase in order for it to be effective. Whenever the Association deems it advisable to submit to the Members a proposal for increasing the amount of assessment for any particular year, then it shall notify the Members of the Association by mailing to such Members at the last known address with the United States postage thereon prepaid, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase in the rate of assessment is to be voted upon at such meeting.

4.04 Special Assessments. In addition to general assessments, the Association may, from time to time, at a regular meeting or a special meeting called upon notice for such purpose, establish a special assessment to be levied equally against each Lot for the purpose of providing additional funds (not available through general assessments) to carry out its duties and other functions and purposes contemplated hereunder. No such special assessment shall be valid unless two-thirds (2/3rds) of the Members present at the meeting vote for it. Any special assessments shall become a lien against each individual Lot in the same manner otherwise provided for in this Article.

Further, the Association shall have the authority to establish and fix a special assessment on any Lot to secure the liability of the Owner of such Lot to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy.

Any special assessments 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 the prevailing legal rate.

4.05 Collection and Expenditures. The Association shall have the sole authority to 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 nonpayment 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 the Articles of Incorporation and By-Laws of the Association. However, the Association shall not be obligated to spend in any year all the sums collected in such year by way of general assessments, or otherwise, and may carry forward, as surplus or in reserves, any balances remaining; nor shall the Association be obligated to apply any such surpluses or reserves to the reduction of the amount of the assessments in the succeeding year, but may carry forward from year to year such surplus as the Board in its absolute discretion may determine to be desirable for the greater financial security of the Association and the effectuation of its purposes.

4.06 Assessments and Liens; Delinquency. Thirty (30) days after any general or special assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent and a lien on the Lot, 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.

4.07 Notice of Delinquency. At any time after any general or special assessment against any Lot has become a lien and delinquent, the Association may record in the office of the Register of Deeds, Sedgwick County, Kansas, a Notice of Delinquency as to such Lot, 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 Lot against which the same has been assessed, and the name of the 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.

4.08 Enforcement of Liens. Each lien established pursuant to the provisions of this Declaration and which is specified in a Notice of Delinquency as hereinabove provided, may be foreclosed in like manner as a mortgage on real property as provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorneys' fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

4.09 Imposition of Liens. DECLARANT, as to each Lot in the Property, except those owned by DECLARANT, has established and does hereby establish, reserve and impose a lien thereon securing each assessment provided by this Declaration, together with the costs, penalties and interest attributable thereto, 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.

4.10 Subordination to Mortgages. Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate to the lien of any valid bona fide mortgage 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 Lot 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 V

##### USE, OCCUPANCY AND CONDUCT RESTRICTIONS

5.01 The Property is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement of each building site thereof; to protect the owners of building sites against such improper use of surrounding building 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 proportioned improvements and improvements built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and

secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper setback from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement to such property.

5.02 Each Owner shall not interfere with the rights of other Owners, the Association, or the DECLARANT, nor intentionally or unintentionally annoy any of such or any of the occupants of this development by unreasonable noises, offensive odors, improper neighborly conduct or otherwise.

5.03 Each Owner shall obey and comply with all applicable public laws, ordinances, rules and regulations and all rules and regulations now or hereafter promulgated as provided for in this Declaration.

5.04 No Owner shall do or allow to be done any act which causes or threatens to cause any damage, encroachment or disrepair to the Common Area or the residence or Lot of any other Owner.

5.05 No building or structure shall be erected, altered, placed or permitted to remain on any building site subject to this Declaration other than one new single family residence, for private use, with a private garage and other outbuildings incidental to residential use, provided, however, that DECLARANT may, in its sole discretion and at its own expense, construct or install (a) decorative entrance treatments, of DECLARANT's own choice, type and design, on any or all corner Lots or building sites located on 13th Street, said entrance treatments to be located outside the building setback lines and confined to the corner of the Lot or building site concerned, and (b) a wall on the south ends of Lots 5 through 7, Block 1, immediately adjacent to and north of 13th Street; and (c) a berm or berms or wall or walls along or adjacent to the boundaries separating the property described on page 1 hereof and Lot 48, Block 1.

5.06 For the purposes of this Declaration, the following building sites, or part or parts thereof, shall be deemed to front on the streets designated as follows:

<u>Street Name</u>	<u>Lots Fronting</u>
Gatewood	Lots 17 through 25, Block 1; Lots 8 and 9, Block 2
Summerfield	Lots 26 through 30, Block 1; Lots 2 and 3, Block 2
Cypress	Lots 31 through 36, Block 1; Lots 5 and 12, Block 2
Crestwood	Lots 37 through 40, Block 1;
Crestwood Court	Lots 6, 7, 10, and 11, Block 2
Gatewood Court	Lots 42 through 47, Block 1
Linden	Lots 1 through 4, Block 1
Linden Court	Lots 12 through 16, Block 1
Linden Circle	Lots 5 through 10, Block 1

All residences on the above Lots shall front on the streets as designated above for said Lots.

For the purpose of this Declaration, the above-designated streets shall be considered as front streets and all other streets contiguous to any of such real property shall be considered as side streets.

Residences to be erected on each of the following-described Lots shall be situated on, or front on such street or streets contiguous to it as shall in the judgment of the owner, with written approval of the Architectural Committee, best complement the Lot and the surrounding area, to-wit:

Lots 10, 11, 16, and 41, Block 1;

Lots 13, 14, 15, and 16, Block 2;

except that Lot 16, Block 1, shall not front on Gatewood.

5.07 Each Owner shall comply with the minimum front, back and side setback requirements as shown on the recorded plat of the land covered hereby, and as herein provided in Section 8.03 hereof.

5.08 No excavations, except such as are necessary for the construction of a residence or improvements, shall be permitted on any Lot without written permission of DECLARANT.

5.09 No trash, ashes, dirt, rock or other refuse may be thrown or dumped on any Lot or building site. No building materials of any kind or character shall be placed or stored upon any building site more than thirty (30) days before the commencement of construction of a residence or improvements and then such materials shall be placed within the property lines of the building site upon which they are to be erected and shall not be placed in the street or between the curb and property line.

5.10 No retail, wholesale, manufacturing or repair business of any kind nor so-called home occupations shall be permitted on any building site or in any residence 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 a nuisance to the neighborhood shall be carried on upon any building site or in any residence or appurtenant structures erected thereon.

5.11 No basement, tent, shack, garage, barn or outbuilding other than guest houses or servants' quarters erected on a building site covered by this Declaration 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.

5.12 No used, secondhand or previously erected house or building of any kind can be moved or placed, either in sections or as a whole, upon said land, nor shall any trailer be moved, placed or permitted to remain upon a building site subject to this Declaration.

5.13 No birds, animals or insects, except dogs, cats or other household pets, shall be kept or maintained on any Lot. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted on the Property without the express written consent of the Association. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot.

5.14 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

DECLARANT; provided, however, that permission is hereby granted for the erection and maintenance of not more than one temporary, unlighted, unanimated signboard on each building site as sold and conveyed, which signboard shall not be more than ten (10) 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.

5.15 No fence, masonry wall, hedge or mass planting shall be permitted to extend beyond the minimum front building setback lines established on the Plat. No hedge, shrub, mass planting or tree shall be allowed by the owner to obstruct sight lines at any corner. Trees, shrubs and other plants which die shall be promptly removed from the property.

5.16 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 this Declaration, nor shall oil wells, tanks, tunnels, mining excavations or shafts be permitted upon or in any of the building sites covered by this Declaration. Fuel oil storage tanks as a part of the heating equipment of a residence shall be permitted only if located underground.

5.17 There shall not be erected any external television or radio antennas or permanent clothesline structures and no Owner shall erect any structures, either permanent or temporary, upon any of the Common Area.

5.18 No automobile, truck, motorcycle, motorbike, boat, house-trailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the Common Area, nor may any boat, boat trailer, house trailer, camper, camper trailers, or similar items be stored in the open on any Lot.

5.19 Motor scooters, mini bikes or similar vehicles shall be operated for transportation only and no joy riding on the streets or any Lot shall be allowed except on a designated bike or cycle trail.

5.20 No garage doors shall be allowed to face on a street.

5.21 Each Owner (other than DECLARANT (who shall have an obligation to maintain and keep mowed all unsold Lots owned by it)) shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management in relation to a quality residential neighborhood such as will exist in the Property. If in the opinion of the Association, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by a two-thirds (2/3rds) decision of the Board, and after fifteen (15) days' written notice to Owner to remedy the condition in question, shall have the right, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint and restore the Lot or such improvements and the cost thereof shall be a binding personal obligation of such Owner and the Association may establish a special assessment on such Lot for the cost thereof and enforce the same as provided in Article IV hereof.

5.22 No platted Lot or building site shall be divided into more than one building site but more than one lot may be used as a building site for one dwelling.

5.23 No tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of DECLARANT. The Association in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources upon the Property. DECLARANT or the Association may designate certain trees, regardless of size, as not removable without written authorization.

5.24 As soon as practicable after completion of a residence on a Lot, the Owner thereof shall plant a lawn and at least fifteen (15) perennial shrubs, bushes, or trees on such Lot.

ARTICLE VI  
THE ASSOCIATION

6.01 Powers and Duties.

(a) The Association shall have the rights and powers as set forth in its Articles of Incorporation and By-Laws, together with its general powers as a nonprofit corporation, and it shall perform each and every duty required of it by this Declaration.

(b) DECLARANT shall carry out all of the duties and powers herein delegated to the Association until forty-seven percent (47%) of the Lots herein shall have residences constructed thereon which are occupied, at which time management shall be turned over to the Association, who shall then exercise the powers and duties herein set out; provided, however, that the DECLARANT may at its option at any earlier time turn the management over to the Association. The Association and the DECLARANT shall cooperate fully in the transition of management.

(c) The Association shall own, maintain, improve, landscape, mow and keep clean the Common Area. It further shall maintain, improve, repair and/or replace the decorative entrance treatments, wall(s) and berm(s) erected and installed on individual Lots by DECLARANT.

(d) The Association shall maintain such insurance on the Common Area and facilities thereon as it deems necessary and advisable.

(e) The Association shall have the right to create and establish reserves for the repair, restoration, or replacement of any improvement it has the duty to repair, restore or replace hereunder.

(f) The Association, through its Board of Directors, shall have the right to adopt such Rules and Regulations as it may deem advisable for the maintenance, use, conservation, and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and occupants of Lots in the Property.

(g) The Association shall determine whether and to what extent the security guardhouse, to be erected on Reserve B, shall be operated, and the manner and character of operations thereof.

(h) Adjoining the Property is a tract of land owned by DECLARANT and described as follows:

Lot 48, Block 1, Country Place Estates, Wichita, Sedgwick County, Kansas, except the South 320 feet of the West 120 feet thereof (sometimes hereinafter referred to as "adjoining property"),

on which it is anticipated that there will be a condominium, townhouse, or other similar type development having approximately the same number of residents as will the Property. Adjacent to said adjoining property, on a tract described as the South 320 feet of the West 120 feet of Lot

48, Block 1, is situated a wooded area which DECLARANT anticipates will be left in its present state with possible additional landscaping. It is further anticipated that the existence of such wooded area will be of benefit not only to those occupying residential units on such adjoining property but also to those occupying Lots in the Property. It is further anticipated that the costs of operating, maintaining, improving, restoring, mowing, trimming, and keeping clean Reserve B of Country Place Estates, including but not limited to the security guardhouse, will benefit those occupying Lots in the Property as well as those who will reside on the above-described adjoining property.

Accordingly, it is hereby declared that the costs of operating, maintaining, improving, restoring, mowing, trimming, and keeping clean Reserve B and said wooded area shall be charged one-half (1/2) to the Association hereof and one-half (1/2) to the Association to be created in respect to the development on the adjoining property; provided that until all Lots and residential units in the Property and the adjoining property are completely sold and residences constructed thereon and occupied, the costs of operating, maintaining, etc., said Reserve B and said wooded area shall be charged and apportioned to the respective Associations in such proportions as DECLARANT in its uncontrolled discretion from time to time deems equitable and proper based on the relative number of occupants in each development who from time to time benefit from said Reserve B and said wooded area. The determination made by DECLARANT during the developmental periods aforesaid shall be binding and conclusive on all interested parties.

Nothing herein shall be construed to require DECLARANT to continue using said wooded area for such purpose, and DECLARANT hereby reserves fee simple title to said area and the right to at any time sell, convey, mortgage, transfer or dedicate said property to whomsoever it desires, free and clear of liens and encumbrances of whatever nature save and except easements and restrictions of record.

6.02 Enforcement Rights in City. If the Association shall fail or refuse for any reason to maintain the Common Area, then the City of Wichita or other proper authority shall have the right to maintain such Common Area and assess the costs thereof to the Lots in the Property on an equal basis. This provision shall endure, even though the rest of the covenants herein may terminate, as long as such Common Area is used as such and until all of the Owners of property in the Property shall execute a written consent to the discontinuance of the use of any such Common Area as such. If the use of such Common Area shall be discontinued as a Common Area, as above set out, then the ownership of the same shall revert to the Owners of Lots in the Property.

6.03 Operations and Expenses. The Association shall establish such committees as may be provided for in its By-Laws, may 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 for all other expenses necessary or incidental to the conduct or carrying on of its business.

6.04 Enforcement. The Association may engage a management firm and turn over to such firm any duties required by its Articles of Incorporation and By-Laws and this Declaration. In addition to any and all other provisions concerning enforcement set forth herein, the Association shall have the duty to enforce each and every provision of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of any such action or other enforcement procedure.

6.05 Taxes and Assessments. Each Owner shall be obligated to pay the taxes or assessments assessed by the County Assessor against his own Lot and personal property.

6.06 Repair and Restoration of Improvements on Common Area. Should any improvements on the Common Area or any part or 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 improvement of same.

The repair and restoration work referred to in this section shall be commenced promptly after the happening of the destruction or damage occasioning the same, and once commenced the same shall be pursued diligently to completion.

#### ARTICLE VII

##### EASEMENTS AND ACCESS CONTROL

7.01 Public Utility and Floodway Easements Dedicated. Easements for the installation and maintenance of all public utilities and for floodway on Lots subject to this Declaration are dedicated as shown on the recorded Plat of this property. There shall be no permanent improvements erected on any part of this property on which the floodway is shown in the recorded Plat hereof.

7.02 Easements in Favor of DECLARANT and of Association. DECLARANT specifically reserves unto itself, its successors and assigns, a perpetual, nonexclusive easement and right of way over the Common Area, for the purpose of constructing, maintaining, repairing, replacing and rebuilding underground pipelines, 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.

The Association is hereby granted a perpetual, non-exclusive easement to enter upon any Lot on which is situated an entrance treatment, wall or berm installed or erected by DECLARANT, and maintain, improve, repair and/or replace the same.

7.03 Access Control. There shall be no vehicular access to 13th Street from Lots 5 through 7, Block 1, nor shall there be vehicular access to Gatewood from the east boundary lines of Lots 1 through 4, Block 1.

#### ARTICLE VIII

##### ARCHITECTURAL COMMITTEE; ARCHITECTURAL CONTROL

8.01 The "Architectural Committee" shall be composed of those three (3) or more individuals so designated from time to time by the Board of Directors of the Association.

8.02 No Structure shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any manner which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description

of any proposed new use) therefor shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but in any event shall include (i) a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot or Lots (including proposed front, rear and side setbacks) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot or Lots; and (ii) a finished grade plan for the particular Lot or Lots.

8.03 The Architectural Committee shall have the power to regulate the distance between improvements on adjoining Lots in order that no residence, including attached garages, breezeways, attached greenhouses, eills and porches, shall be closer than \_\_\_\_\_ feet to any other residence, including attached garages, etc. In no event shall the front width of such a residence, including attached garages, etc., extend \_\_\_\_\_ percent ( %) of the width of the building site at the front setback line and neither shall any residence, including attached garages, etc., be placed closer than \_\_\_\_\_ feet to any side lot line or \_\_\_\_\_ feet to any rear lot line. All detached garages, bath houses, tennis courts, greenhouses, and other outbuildings or improvements shall be placed at least \_\_\_\_\_ feet from the side building site line and at least \_\_\_\_\_ feet from the back building site line.

8.04 The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of any of the following:

- (a) the failure of such plans or specifications to comply with any of the terms of this Declaration;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing Structure or uses upon other Lots in the vicinity;
- (e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;
- (f) objection to the finished grade plan for any Lot;
- (g) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;
- (h) objection to parking areas proposed for any Lot on the ground of (1) incompatibility to proposed uses and Structures on such Lot or (2) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or
- (i) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon the Lots in the vicinity.

In any case where the Architectural Committee shall disapprove any plans and specifications submitted hereunder, or shall approve the same only as modified or upon specified conditions, such disapproval or qualified approval shall be accompanied by a statement of the grounds upon which such action was based. In any such case the Architectural Committee shall, if requested, make reasonable efforts to assist and advise the applicant in order that an acceptable proposal can be prepared and submitted for approval.

Whatever shall be the decision of the Architectural Committee hereunder, its decision shall be final and conclusive and no member of the Committee shall be liable whatever for failure or neglect to approve any plans and specifications submitted.

8.05 Upon approval by the Architectural Committee of any plans and specifications submitted hereunder, a copy of such plans and specifications, as approved, shall at the Committee's request be deposited for permanent record with the Committee, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

8.06 The Architectural Committee may promulgate rules governing the form and content of plans to be submitted for approval or requiring specific improvements on Lots, including, without limitation, exterior lighting and planting, and may issue statements of policy with respect to approval or disapproval of the architectural styles or details, or other matters, which may be presented for approval. Such rules and such statements of policy may be amended or revoked by the Architectural Committee at any time, and no inclusion in, omission from, or amendment of any such rules or statement shall be deemed to bind the Architectural Committee to approve or disapprove any feature or matter subject to approval, or to waive the exercise of the Architectural Committee's discretion as to any such matter, but no change of policy shall affect the finality of any approval granted prior to such change. Approval for use on any Lot of any plans or specifications shall not be deemed a waiver of the Architectural Committee's right, in its discretion, to disapprove such plans or specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use on any other Lot or Lots. Approval of any such plans and specifications relating to any Lot, however, shall be final as to that Lot and such approval may not be revoked or rescinded thereafter, provided, (i) that the Structures or uses shown or described on or in such plans and specifications do not violate any specific prohibition contained in this Declaration, and (ii) that the plans and specifications, as approved, and any condition attached to any such approval, have been adhered to and complied with in regard to all Structures on and uses of the Lot in question.

In the event that the Architectural Committee fails to approve or disapprove any plans and specifications as herein provided within thirty (30) days after submission thereof, the same shall be deemed to have been approved, as submitted, and no further action shall be required.

8.07 If any Structure shall be altered, erected, placed or maintained upon any Lot, or any new use commenced on any Lot, otherwise than in accordance with plans and specifications approved by the Architectural Committee pursuant to the provisions of this Article VIII, such alteration, erection, maintenance or use shall be deemed to have been undertaken in violation of this Article VIII and without the approval required herein, and, upon written notice from the Architectural Committee, any such Structure so altered, erected, placed or maintained upon any Lot in violation hereof shall be removed or re-altered, and any such use shall be terminated, so as to extinguish such violation.

If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the Association may establish a special assessment on such Lot for the cost thereof and enforce the same as provided in Article IV hereof.

8.08 Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the Owner thereof, issue a Certificate of Compliance in form suitable for recordation, identifying such Structure and the Lot on which such Structure is placed, and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies therewith. Preparation and recording of such Certificate shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of this Section 8.08 shall be prima facie evidence of the facts therein stated and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer or title examiner, such Certificate shall be conclusive evidence that all Structures on the Lot, and the use or use described therein comply with all the requirements of this Article VIII, and with all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

#### ARTICLE IX

##### PARKING

9.01 Off Street. Each residence site fronting on Linden Circle, Linden, Linden Court, Gatewood Court, and Crestwood Court shall contain a minimum of four (4) suitably surfaced off-street parking spaces, which parking spaces shall be behind the building setback lines as shown on the Plat. The parking space or spaces in the garage may be counted toward meeting this requirement. Each of such off-street parking spaces shall be of sufficient size to accommodate a passenger motor vehicle.

9.20 On Street. On street parking on the above-designated streets shall be restricted as follows:

Linden Circle	- Parking on north side only
Linden	- Parking on west side only
Linden Court	- Parking on north side only
Gatewood Court	- Parking on south side only
Crestwood Court	- Parking on east side only

#### ARTICLE X

##### MISCELLANEOUS

10.01 Provisions Binding on Grantees. 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 lease covering any part or portion of such property, accepts the same subject to all of the restrictions, liens and charges and the jurisdiction, rights and powers of the Association and DECLARANT provided for in this Declaration.

10.02 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 this 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.

10.03 Construction and Validity of Restrictions. All of the 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, covenants, reservation, lien or charge, or any part thereof, shall be affected or impaired.

10.04 Assignment of Powers. Any and all rights and powers of the Declarant provided for in this Declaration and any modification or amendment hereof 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 any other responsible entity who assumes the obligations assigned to it. Upon the effective date of such assignment, the assigning party shall be released of any and all liabilities of whatever nature arising out of acts or omissions prior to the effective date of the assignment.

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

10.06 Titles. All titles used in this Declaration are intended solely for convenience of reference, and the same shall not affect that which is set forth in the terms and conditions of this Declaration nor the meaning thereof.

10.07 Singular and Plural, Masculine and Feminine. The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

10.08 Successors in Interest. Reference herein to either the Association or DECLARANT shall include its respective successor, and each such successor shall succeed to the rights, powers, and authority hereunder of its predecessor.

10.09 Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Association, DECLARANT, and the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty-five (35) years from the date hereof, after which time the covenants, conditions and restrictions hereof shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the then Owners of these Lots, has been recorded, agreeing to abolish or change these covenants, conditions and restrictions in whole or in part.

10.10 Amendments. This Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative assent or vote of not less than seventy-five percent (75%) of the Owners, and, further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than seventy-five percent (75%) of the Owners; provided, however, no amendment materially impairing the rights of any mortgagee shall be binding on any such mortgagee unless consented to in writing by such mortgagee.

10.11 Mortgage Protection Clause. No breach of the covenants, conditions or restrictions herein contained nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any Mortgage made in good faith and for value, but all of these covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure sale, or deed in lieu thereof.

10.12 Enforcement. The covenants set forth herein shall run with the land and bind the present Owner, its successors and assigns, and all parties claiming by, through or under it, shall be taken to hold, agree and covenant with the Owner of each building site, its successors and assigns, and with each of them, to conform and observe this Declaration and each and every term and condition hereof (but no restrictions herein set forth shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during its, his or their title to said land), and DECLARANT or the Owner or Owners of any of the above land or the Association shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the terms and conditions set forth herein, in addition to ordinary legal action for damages.

10.13 Authority of Managing Partner of DECLARANT. DECLARANT hereby represents that this DECLARATION has been fully authorized by all of the Partners of DECLARANT, and that the Managing Partner whose signature appears below as a Managing Partner is fully empowered to execute this DECLARATION for and in behalf of DECLARANT, a Kansas Partnership.

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

COUNTRY PLACE ESTATES, a Kansas  
Partnership

By \_\_\_\_\_  
a Managing Partner Thereof

STATE OF KANSAS            )  
                                  ) SS  
COUNTY OF SEDGWICK        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of \_\_\_\_\_, 1979, by \_\_\_\_\_, a  
Managing Partner of COUNTRY PLACE ESTATES, a Kansas Partnership.

My appointment expires: \_\_\_\_\_  
Notary Public

K  
2-12-79

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 1979, by COUNTRY PLACE ESTATES, a Kansas Partnership, hereinafter referred to as "DECLARANT";

WITNESSETH, THAT:

WHEREAS, DECLARANT is the owner of the following-described real property, to-wit:

Lot 48, Block A, Country Place Estates, Wichita, Sedgwick County, Kansas, except the South 320 feet of the West 120 feet thereof, according to the recorded Plat thereof *(Approved by the Historic Commission)* and *Area Planning Commission*

WHEREAS, DECLARANT intends to develop such property in a condominium, townhouse, or other similar type development; and

WHEREAS, in the event of such development, appropriate portions of said property will be used for fire lanes, access drives, parking areas, open space, and community facilities; and

WHEREAS, as an incident to the approval of the Plat covering Country Place Estates, the City of Wichita has required that DECLARANT make provision for the maintenance of the items described in the immediately preceding paragraph.

NOW, THEREFORE, DECLARANT hereby covenants, agrees, and declares that the property hereinabove described shall be held, sold, and conveyed, subject to the following covenants, conditions and restrictions which are hereby declared to be for the benefit of the property hereinabove described and the owners thereof, their successors and assigns, as follows:

1. DECLARANT hereby covenants that if the property above described is developed as a condominium, townhouse, or similar type development, that portion of said property which shall be used for open space, fire lanes, access drives, parking, and community facilities, shall be maintained in a good and clean manner consistent with the type of development which is implemented.
2. Further, if said property is so developed as aforesaid, DECLARANT will cause a Homeowners Association to be formed as a non-profit corporation under the laws of the State of Kansas which shall have as its members the owners of residential units in said development and which shall have the responsibility for administering the maintenance of said open space, fire lanes, access drives, parking areas, and community facilities.
3. DECLARANT, its successors and assigns, hereby reserves the right to revoke this Declaration at any time, provided that this Declaration is superseded by another Declaration which makes similar

*revision of  
2-12-79*

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

---

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 1979,  
by COUNTRY PLACE ESTATES, a Kansas Partnership, hereinafter referred to  
as "DECLARANT";

WITNESSETH, THAT:

WHEREAS, DECLARANT is the owner of and deems it desirable to  
impose a general plan for the improvement and development of the  
following-described real property, to-wit:

*(As approved by the Metropolitan Area Planning Commission)*  
1. All of Country Place Estates, Wichita, Sedgwick  
County, Kansas, according to the recorded Plat  
thereof, except Lot 48, Block 1,

and the adoption and establishment of covenants, conditions and re-  
strictions upon such real property and each and every Lot and portion  
thereof and upon the use, occupancy and enjoyment thereof, all for  
the purpose of enhancing and protecting the value, desirability and  
attractiveness of such property; and

WHEREAS, DECLARANT deems it desirable for the efficient  
preservation of the value, desirability and attractiveness of such  
property, pursuant to the provisions of this Declaration, to create  
a corporation to which may be delegated and assigned the powers of  
maintaining and administering the common area and administering and  
enforcing these covenants, conditions and restrictions and collecting  
and disbursing funds pursuant to the assessments and charges herein-  
after referred to; and

WHEREAS, COUNTRY PLACE ESTATES HOMEOWNERS ASSOCIATION, a non-  
profit corporation, will be incorporated under the laws of the State  
of Kansas for the purpose of exercising the powers and functions  
aforesaid; and

WHEREAS, DECLARANT will convey title to all of the Lots in the  
addition above described subject to the covenants, conditions and re-  
strictions hereinafter set forth;

NOW, THEREFORE, DECLARANT hereby covenants, agrees and declares  
that the property described above shall be held, sold and conveyed  
subject to the following covenants, conditions, restrictions and ease-  
ments which are hereby declared to be for the benefit of all of the  
property described herein and the owners thereof, their successors  
and assigns.

ARTICLE I

DEFINITIONS

The following terms used in these covenants, conditions and  
restrictions shall be applicable to this Declaration and are defined  
as follows:

1.01 "Association" shall mean and refer to COUNTRY PLACE  
ESTATES HOMEOWNERS ASSOCIATION, a nonprofit corporation, to be in-  
corporated under the laws of the State of Kansas, its successors and  
assigns.

1.02 "Property" shall mean and refer to all of the property described as:

*(as approved by the Metropolitan Area Planning Commission)*  
All of Country Place Estates, Wichita, Sedgwick County, Kansas, according to the recorded Plat thereof, except Lot 48, Block 1.

1.03 "Common Area" shall mean those portions of the Property to be owned by the Association for the common use and enjoyment of the members of the Association. The Common Area to be conveyed to and owned by the Association is described as follows:

Reserves A and B, as shown on the Plat of Country Place Estates, and all improvements and vegetation situated and to be situated thereon.

1.04 "Lot" shall mean and refer to each Lot within the Property upon which there will be constructed a single family residence. It shall not mean or include any part of the Common Area.

1.05 "Member" shall mean and refer to every person or entity who holds membership in the Association.

1.06 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.07 "Declarant" shall mean and refer to COUNTRY PLACE ESTATES, a Kansas Partnership, its successors and assigns.

1.08 "Board" shall mean and refer to the Board of Directors of the Association.

1.09 "Structure" shall mean and refer to any thing or device (other than trees, shrubbery, hedges less than two (2) feet high, and landscaping) the placement of which upon any Lot may affect the appearance of such Lot, including by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, covered or uncovered patio, swimming pool, tennis court, clothes line, radio or television antenna, fence, curbing, paving, wall or hedge more than two (2) feet in height, signboard or any temporary or permanent improvement to such Lot. "Structure" shall also mean (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface water from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot, and (ii) any change in the grade of any Lot of more than six (6) inches from that existing at the time of purchase by each Owner.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS

2.01 Membership. The Association shall have as members only Owners. All Owners shall, upon becoming such, be deemed automatically to have become members and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from the ownership of any Lot.

(E) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Association; provided that such dedication or transfer shall not be effective unless authorized by a majority of Members present at a specially convened meeting called for such purpose.

3.02 Delegation of Use. A Member's right of enjoyment in the Common Area shall automatically extend to all members of his immediate family residing on any part of the Property. No guests shall be entitled to exercise such right of enjoyment or to any use of the Common Area except as provided in, and subject to, such regulations as may be promulgated by the Board.

3.03 Waiver of Use. No Member may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of his Lot.

3.04 Title to the Common Area. DECLARANT may retain the title to the Common Area until such time as it has completed improvements thereon and until such time as, in the opinion of DECLARANT, the Association is able to maintain the same but in any event DECLARANT covenants for itself, its successors and assigns, that it shall convey the Common Area to the Association not later than December 31, 1981.

DECLARANT further covenants that it will, at its sole cost and without right of reimbursement, erect and install on Reserve A near 13th Street a small security guard house, to be opened and operated at such times as determined by the Association, and it will cause to be planted and installed on the rest of Reserve A and on Reserve B such vegetation and amenities as it deems appropriate.

#### ARTICLE IV

##### COVENANTS CONCERNING ASSESSMENTS AND LIENS

4.01 General Assessments. For the purpose of providing funds for the operation of the Association, and for the operation, maintenance, care and improvement of the Common Area, and a wooded area on adjoining property as provided in Section 6.01 (f), and to afford the Association the means and resources necessary to carry out its duties and functions, the Association shall, in each year, assess against each Lot in the Property a general assessment, which general assessment shall subject each Lot to a lien to secure payment thereof.

The first such assessment shall be for the calendar year beginning January 1, 1980. It shall be fixed and levied prior to such date and thereafter it shall be due and payable on the 15th day of January, of each year. The Association will notify all Owners on or before that date, giving the amount of the assessment, when due, and the amount on each Lot owned by him. The failure of the Association to make the assessment prior to January 1 of each year for the next succeeding year shall not invalidate any such assessment made for that particular year; nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to January 1 of any year, then it shall become due and payable not later than thirty (30) days from the date of levying the assessment.

4.02 Basis and Operating Fund. All general assessments shall be made against the Owners on an equal basis for each Lot or fraction thereof owned by the Owner or Owners, except that DECLARANT is exempted

5.23 No tree having a diameter of six (6) inches or more (measured from a point two (2) feet above ground level) shall be removed from any Lot without the express written authorization of DECLARANT. The Association in its discretion, may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources upon the Property. DECLARANT or the Association may designate certain trees, regardless of size, as not removable without written authorization.

5.24 As soon as practicable after completion of a residence on a Lot, the Owner thereof shall plant a lawn and at least fifteen (15) perennial shrubs, bushes, or trees on such Lot.

ARTICLE VI  
THE ASSOCIATION

6.01 Powers and Duties.

(a) The Association shall have the rights and powers as set forth in its Articles of Incorporation and By-Laws, together with its general powers as a nonprofit corporation, and it shall perform each and every duty required of it by this Declaration.

(b) DECLARANT shall carry out all of the duties and powers herein delegated to the Association until forty-seven percent (47%) of the Lots herein shall have residences constructed thereon which are occupied, at which time management shall be turned over to the Association, who shall then exercise the powers and duties herein set out; provided, however, that the DECLARANT may at its option at any earlier time turn the management over to the Association. The Association and the DECLARANT shall cooperate fully in the transition of management.

(c) The Association shall own, maintain, improve, landscape, mow and keep clean the Common Area. It further shall maintain, improve, repair and/or replace the decorative entrance treatments, wall(s) and berm(s) erected and installed on individual Lots by DECLARANT.

(d) The Association shall maintain such insurance on the Common Area and facilities thereon as it deems necessary and advisable.

(e) The Association shall have the right to create and establish reserves for the repair, restoration, or replacement of any improvement it has the duty to repair, restore or replace hereunder.

(f) The Association, through its Board of Directors, shall have the right to adopt such Rules and Regulations as it may deem advisable for the maintenance, use, conservation, and beautification of the Property and for the health, comfort, safety and general welfare of the Owners and occupants of Lots in the Property.

(g) The Association shall determine whether and to what extent the security guardhouse, to be erected on Reserve B, shall be operated, and the manner and character of operations thereof.

(h) Adjoining the Property is a tract of land owned by DECLARANT and described as follows:

Lot 48, Block 1, Country Place Estates, Wichita, Sedgwick County, Kansas, except the South 320 feet of the West 120 feet thereof (sometimes hereinafter referred to as "adjoining property"),

on which it is anticipated that there will be a condominium, townhouse, or other similar type development having approximately the same number of residents as will the Property. Adjacent to said adjoining property, on a tract described as the South 320 feet of the West 120 feet of Lot

ARTICLE VIII

ARCHITECTURAL COMMITTEE; ARCHITECTURAL CONTROL

3.01 The "Architectural Committee" shall be composed of those three (3) or more individuals so designated from time to time by the Board of Directors of the Association.

3.02 No Structure shall be commenced, erected, placed, moved on to or permitted to remain on any Lot, nor shall any existing Structure upon any Lot be altered in any manner which materially changes the exterior appearance thereof, nor shall any new use be commenced on any Lot, unless plans and specifications (including a description of any proposed new use) therefor shall have been submitted to and approved in writing by the Architectural Committee. Such plans and specifications shall be in such form and shall contain such information as may be required by the Architectural Committee, but in any event shall include (i) a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot or Lots (including proposed front, rear and side setbacks) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot or Lots; and (ii) a finished grade plan for the particular Lot or Lots.

3.03 The Architectural Committee shall have the power to regulate the distance between improvements on adjoining Lots in order that no residence, including attached garages, breezeways, attached greenhouses, ells and porches, shall be closer than 40 feet to any other residence, including attached garages, etc. In no event shall the front width of such a residence, including attached garages, etc., extend ~~any part~~ 75% percent (75%) of the width of the building site at the front setback line and neither shall any residence, including attached garages, etc., be placed closer than 20 feet to any side lot line or 25 feet to any rear lot line. All detached garages, bath houses, tennis courts, greenhouses, and other outbuildings or improvements shall be placed at least 15 feet from the side building site line and at least 10 feet from the back building site line.

3.04 The Architectural Committee shall have the right to disapprove any plans and specifications submitted hereunder because of ~~the~~ any any of the following:

- (a) the failure of such plans or specifications to comply with any of the terms of this Declaration;
- (b) failure to include information in such plans and specifications as may have been reasonably requested;
- (c) objection to the exterior design, appearance or materials of any proposed Structure;
- (d) incompatibility of any proposed Structure or use with existing Structure or uses upon other Lots in the vicinity;
- (e) objection to the location of any proposed Structure upon any Lot or with reference to other Lots in the vicinity;
- (f) objection to the finished grade plan for any Lot;
- (g) objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any proposed Structure;
- (h) objection to parking areas proposed for any Lot on the ground of (1) incompatibility to proposed uses and Structures on such Lot or (2) the insufficiency of the size of parking areas in relation to the proposed use of the Lot; or
- (i) any other matter which, in the judgment of the Architectural Committee, would render the proposed Structure, Structures or uses inharmonious with the general plan of improvement of the Property or with Structures or uses located upon the Lots in the vicinity.

revised  
1-25-79

48, Block 1, is situated a wooded area which DECLARANT anticipates will be left in its present state with possible additional landscaping. It is further anticipated that the existence of such wooded area will be of benefit not only to those occupying residential units on such adjoining property but also to those occupying Lots in the Property. It is further anticipated that the costs of operating, maintaining, improving, restoring, mowing, trimming, and keeping clean Reserve A of Country Place Estates, including but not limited to the security guardhouse, will benefit those occupying Lots in the Property as well as those who will reside on the above-described adjoining property.

Accordingly, it is hereby declared that the costs of operating, maintaining, improving, restoring, mowing, trimming, and keeping clean Reserve A and said wooded area shall be charged one-half (1/2) to the Association hereof and one-half (1/2) to the Association to be created in respect to the development on the adjoining property, provided that until all Lots and residential units in the Property and the adjoining property are completely sold and residences constructed thereon and occupied, the costs of operating, maintaining, etc., said Reserve A and said wooded area shall be charged and apportioned to the respective Associations in such proportions as DECLARANT in its uncontrolled discretion from time to time deems equitable and proper based on the relative number of occupants in each development who from time to time benefit from said Reserve A and said wooded area. The determination made by DECLARANT during the developmental periods aforesaid shall be binding and conclusive on all interested parties.

*ad*  
*9-7-75*  
Nothing herein shall be construed to require DECLARANT to continue using said wooded area for such purpose, and DECLARANT hereby reserves fee simple title to said area and the right to at any time sell, convey, mortgage, transfer or dedicate said property to whomsoever it desires, free and clear of liens and encumbrances of whatever nature save and except easements and restrictions of record.

*713*  
6.02 Enforcement Rights in City. If the Association shall fail or refuse for any reason to maintain the Common Area, then the City of Wichita or other proper authority shall have the right to maintain such Common Area and assess the costs thereof to the Lots in the Property on an equal basis. This provision shall endure, even though the rest of the covenants herein may terminate, as long as such Common Area is used as such and until all of the Owners of property in the Property shall execute a written consent to the discontinuance of the use of any such Common Area as such. If the use of such Common Area shall be discontinued as a Common Area, as above set out, then the ownership of the same shall revert to the Owners of Lots in the Property.

6.03 Operations and Expenses. The Association shall establish such committees as may be provided for in its By-Laws, may 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 for all other expenses necessary or incidental to the conduct or carrying on of its business.

6.04 Enforcement. The Association may engage a management firm and turn over to such firm any duties required by its Articles of Incorporation and By-Laws and this Declaration. In addition to any and all other provisions concerning enforcement set forth herein, the Association shall have the duty to enforce each and every provision of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of any such action or other enforcement procedure.

If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the Association may establish a special assessment on such Lot for the cost thereof and enforce the same as provided in Article IV hereof.

8.08 Upon completion of the construction or alteration of any Structure in accordance with plans and specifications approved by the Architectural Committee, the Architectural Committee shall, upon written request of the Owner thereof, issue a Certificate of Compliance in form suitable for recordation, identifying such Structure and the Lot on which such Structure is placed, and stating that the plans and specifications, the location of such Structure and the use or uses to be conducted thereon have been approved and that such Structure complies therewith. Preparation and recording of such Certificate shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of this Section 8.08 shall be prima facie evidence of the facts therein stated and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer or title examiner, such Certificate shall be conclusive evidence that all Structures on the Lot, and the use or use described therein comply with all the requirements of this Article VIII, and with all other requirements of this Declaration as to which the Architectural Committee exercises any discretionary or interpretive powers.

ARTICLE IX

PARKING

*Situation was be  
in compliance with  
the Code of the City  
Section  
22-04-145*

9.01 Off Street. Each residence site fronting on Linden Circle, Linden, Linden Court, Gatewood Court, and Crestwood Court shall contain a minimum of four (4) suitably surfaced off-street parking spaces, which parking spaces shall be behind the building setback lines as shown on the Plat. The parking space or spaces in the garage may be counted toward meeting this requirement. Each of such off-street parking spaces shall be of sufficient size to accommodate a passenger motor vehicle.

9.20 On Street. On street parking on the above-designated streets shall be restricted as follows:

- |                 |                              |
|-----------------|------------------------------|
| Linden Circle   | - Parking on north side only |
| Linden          | - Parking on west side only  |
| Linden Court    | - Parking on north side only |
| Gatewood Court  | - Parking on south side only |
| Crestwood Court | - Parking on east side only  |

ARTICLE X

MISCELLANEOUS

10.01 Provisions Binding on Grantees. 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 lease covering any part or portion of such property, accepts the same subject to all of the restrictions, liens and charges and the jurisdiction, rights and powers of the Association and DECLARANT provided for in this Declaration.

Final plat  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 78-11 Name Country Place Estates  
Date Application Rec'd. 11-3-78 Preliminary Approval 11-16-78  
Scheduled S/D Meeting 1-25-79

DESCRIPTION

General Location North side of 13th St., 1/2 mile east of Rock Road

Owner Country Club Estates, a Partnership (c/o Dave Ritchie)  
Surveyor/Engineer Professional Engineering Consultants, P.A. (Gary Wiley)  
Address 1440 E. English, Wichita, Ks. 67211 Phone 262-2691

- |   |   |
|---|---|
| 1. Gross Acreage of Plat <u>80+</u>   | 7. Lineal Feet of New Streets:                            |
| 2. Number of Lots:  | a. <u>64</u> R/W <u>3900</u> ft.                          |
| Residential <u>64</u>   | b. <u>58</u> R/W <u>2010</u> ft.                          |
| Commercial _____  | c. _____ R/W _____ ft.                                    |
| Industrial _____  | d. <u>80</u> R/W <u>760</u> ft.                           |
| Other _____   | e. _____ R/W _____ ft.                                    |
| Total Number of Lots <u>64</u>  | TOTAL <u>6670</u> ft.                                     |
| 3. Minimum Lot Frontage <u>80</u> ft.                                       | 8. Sidewalk adjacent to all streets? <u>yes</u> <u>no</u> |
| 4. Minimum Lot Area <u>26,400</u> square ft.                                |   |
| 5. Existing Zoning <u>"AA"</u>  |   |
| 6. Proposed Zoning <u>"AA" (DP-89)</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>N/A</u> (Yes-No)       |   |
| 12. City of Wichita <u>X</u> : Three-Mile Area _____                        |   |

STAFF COMMENTS:

- A. The applicant shall guarantee the paving of all interior streets.
- B. The applicant shall guarantee the construction of a temporary decel lane on 13th Street.
- C. The applicant shall guarantee the installation of sanitary sewer to serve each lot.
- D. The applicant shall guarantee the installation of City water to serve each lot.
- E. The applicant shall submit for review a homeowners association agreement which provides for the maintenance of open space areas, fire lanes, and access drives, and parking areas on Lot 48; and for the maintenance of Reserves A and B. The agreement shall also state that 4 off-street parking spaces per dwelling unit shall be provided.
- F. The applicant has submitted a sidewalk plan which proposes sidewalks on the east side of Gatewood, south side of Summerfield, west side of Cypress, and north side of Crestwood. If the Subdivision Committee approves this sidewalk plan, the applicant shall submit an acknowledgement which states where sidewalks are required on the single-family lots and states that the owner of the lot at the time a building permit is requested will be responsible for guaranteeing the installation of the walk on his property. The applicant shall also submit a financial guarantee which provides for the construction of the sidewalk adjacent to Reserve A (as shown on the current prints) and Lot 48 within 90 days after completion of the paving of Gatewood.
- G. Since the associated C.U.P. references the two reserves and states their uses, the labeling of these reserves shall be

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(Over)

corrected on the final plat tracing so they are the same as on the C.U.P. The street medials should be "Reserve A" and the larger reserve should be "Reserve B." The appropriate changes shall also be made in the plat's text and the text should state that the reserves are "reserved" for specific purposes, not "dedicated".

- H. Reference in the plat's text to the floodway being dedicated to the public shall be deleted and substituted with the following wording: "The floodway shall be the responsibility of the owners of the lots on which the floodway is located until such time as the governing body exercising jurisdiction elects to assume the responsibility for maintenance and improvement of the drainage, provided, however,...."
- I. In accordance with the C.U.P. and the zoning ordinance, 25-foot setbacks are required on the north side of Lot 1, and the east side of Lot 16 and 20-foot setbacks are required on the east side of lots 1, 2, 3, and 4.
- J. The applicant or his engineer shall be prepared to state at the Subdivision Committee meeting which side of the 58-foot streets will be designated for parking.
- K. The structure located in Gatewood right-of-way just north of 13th Street shall be removed prior to release of the plat for recording. A letter from the applicant or his engineer stating that said structure has been removed shall be submitted to the Planning Department.
- L. The applicant shall guarantee any drainage improvements required by the platting of this property. The applicant's engineer and the City Engineer's representative shall be prepared to discuss these requirements at the Subdivision Committee meeting.
- M. Recording of the plat within 30 days after approval by the Board of City Commissioners.

SCCD-CORS-5 (Rev 11/77)

RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND

DATE: November 16, 1978

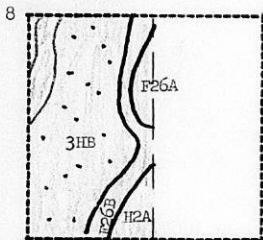
PROPERTY NAME: COUNTRY PLACE ESTATES

LOCATION: North side of 13th Street, 1/2 mile east of Rock Road

MAILED TO: Gary Wiley  
Professional Engineering Consultants  
1440 E. English  
Wichita, Kansas 67211

PREPARED BY: Larry L. Henry  
District Conservationist  
USDA-Soil Conservation Service  
4100 Maple, Wichita, Kansas  
942-8422 67209

REQUESTED BY: Wichita-Sedgwick County  
Metropolitan Area Planning  
Commission



Scale: 4" equals 1 mile  
8-27-2E

Situation and/or Problems:

This area has clay soils that need cover at all times to prevent pollution problems down stream. The terraces and structures need to be completely removed before construction starts.

<u>Symbols</u>	<u>Class</u>	<u>Soil</u>	<u>SOILS LEGEND</u> <u>Brief Description</u>	<u>Hydro Group</u>
3HB	IIIe-3	Rosehill silty clay 1 to 3% slopes	Moderately deep and shallow, gently sloping, well drained soils on uplands. These soils have medium to rapid runoff and low available water capacity. Permeability is slow and very slow. <u>Prime agricultural land.</u>	D
F26B	IIIe-1	Irwin silty clay 1 to 3% slopes	Deep, gently sloping, moderately well and well drained soils on uplands and terraces. These soils have medium runoff and high available water capacity. <u>Permeability is very slow and moderate. Prime agricultural land.</u>	D
H2A	IIIe-1	Goessel silty clay 1 to 2% slopes	Same description as above. <u>Prime agricultural land.</u>	D

RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND

	<u>Class</u>		<u>Item</u>	<u>Limitation</u>	<u>Reason</u>
			<u>SOIL INTERPRETATIONS</u>		
3HB	IIIe-3	Rosehill silty clay - S <sub>h</sub> 10 3% slopes	Shallow Excavations	Severe	Too Clayey
			Dwellings	Severe	Shrink-Swell Low Strength
			Small Commercial Buildings	Severe	Shrink-Swell Low Strength
			Local Roads & Streets	Severe	Shrink-Swell Low Strength
			Parks	Severe	Percolation too Slow
F26B	IIIe-1	Irwin silty clay 1 to 3% slopes	Shallow Excavation	Severe	Too Clayey

- RECOMMENDATIONS
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. Temporarily stabilize each segment of graded or otherwise disturbed land 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.
  6. 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.
  7. Stabilize each lot within 60 days after work starts on home or other building construction.
  8. Backfill, compact, seed and mulch trenches within 60 days after they are opened.
  9. If additional information or on-site assistance is needed relative to soils, seeding procedures, structure design or related problems, call this number: 316-942-8422.

If you have any questions or if we can be of additional assistance, don't hesitate to call on us.

<u>SYMBOL</u>	<u>CLASS</u>	<u>SOIL</u>	<u>ITEM</u>	<u>LIMITATION</u>	<u>REASON</u>
F26B	IIIe-1	Irwin silty clay - 1 to 3% slopes	Dwellings	Severe	Shrink-Swell Low Strength
			Small Commercial Buildings	Severe	Shrink-Swell Low Strength
			Local Roads & Streets	Severe	Shrink-Swell Low Strength
			Parks	Severe	Percolation too Slow
H2A	IIIe-1	Goessel silty clay - 1 to 2% slopes	Shallow Excavations	Severe	Too Clayey
			Dwellings	Severe	Shrink-Swell Low Strength
			Small Commercial Buildings	Severe	Shrink-Swell Low Strength
			Local Roads & Streets	Severe	Shrink-Swell Low Strength
			Parks	Severe	Percolation Too Slow

November 17, 1978

Professional Engineering Consultants, P.A.  
Attention: Gary Wiley  
1440 E. English  
Wichita, Kansas 67211

Re: S/D 78-11 - Preliminary Plat of Country Place Estates

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, November 16, 1978, 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 Residential Community Unit Plan DP-89.  
*B.C.C. approved 11-21-78*
- B. Prior to the submission of the final plat, the applicant shall submit an overall drainage plan to the City Engineer's Office for review and approval. The applicant shall guarantee all drainage improvements required by the platting of this property. *1-16-78 Landbank said plan o.k.*
- C. The applicant shall guarantee the paving of all streets except 13th Street.
- D. The applicant shall guarantee the installation of the temporary decel lane on 13th Street.
- E. The applicant shall guarantee the installation of sanitary sewer to serve each lot.
- F. The applicant shall guarantee the installation of City water to serve each lot.
- G. The applicant shall submit for review a homeowners association agreement which provides for the maintenance of open space areas, fire lanes and access drives, and parking areas on Lot 1; and for the maintenance of Reserves A and B. Said homeowners association, when approved, shall be forwarded with the final plat to the City Commission.

- H. The final plat's text shall indicate what Reserve A and B are to be used for and shall contain the appropriate wording concerning the floodway being the responsibility of the owners of the lots on which the floodway is located.
- I. The applicant shall submit a restrictive covenant stating that four off-street parking spaces will be provided on each lot adjacent to the 58 foot streets and that on-street parking shall be permitted on only one side of said streets. The covenant shall be forwarded with the final plat to the City Commissioners. The applicant shall submit three copies of the plat indicating which side of these 58 foot streets will be designated for parking.
- J. The geometrics for the south portion of Gatewood which is to be a divided drive shall be approved by the City Engineer. The applicant's engineer shall contact the City Engineer regarding this matter.
- K. ✓ The applicant shall submit 18 copies of his proposed sidewalk plan at the time of submission of the final plat.
- L. The applicant's engineer shall contact Roberta Mendenall in the Public Works Department regarding street name changes prior to submission of the final plat.
- M. ✓ Additional utility easements as shown on the engineer's "marked copy" of the preliminary plat shall be shown on the final plat.
- N. The applicant's engineer shall contact the City Engineer's office regarding sewer easement locations.
- O. The applicant's engineer shall contact the Fire Department regarding the possible need for an additional emergency entrance.
- P. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- 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,

Louise Olivarez  
Junior Planner

Professional Engineering Consultants, P.A.  
11-17-78  
Page 3

cc: Country Club Estates (c/o Dave Ritchie), ~~1900 Paidon,~~  
P.O. Box 4048, 67204  
Dean Sellers, Assistant City Engineer

## Preliminary Plat

## SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. S/D 79-11 Name County Place Estates  
 Date Application Rec'd. 11-3-79 Preliminary Approval  
 Scheduled S/D Meeting 11-16-78

## DESCRIPTION

General Location North side of 13th Street, 1/2 mile east of Rock Road.

Owner County Club Estates, a Partnership (c/o Dave Ritchie)  
 Surveyor/Engineer Professional Engineering Consultants, P.A. (Gary Wiley)  
 Address 1440 E. English, Wichita, Ks. 67211 Phone 262-2691

- |   |   |
|---|---|
| 1. Gross Acreage of Plat <u>80±</u>   | 7. Lineal Feet of New Streets:                            |
| 2. Number of Lots:  | a. <u>64</u> R/W <u>3900</u> ft.                          |
| Residential <u>63</u>   | b. <u>58</u> R/W <u>2010</u> ft.                          |
| Commercial _____  | c. _____ R/W _____ ft.                                    |
| Industrial _____  | d. <u>80</u> R/W <u>760</u> ft.                           |
| Other _____   | e. _____ R/W _____ ft.                                    |
| Total Number of Lots <u>63</u>  | TOTAL <u>6670</u> ft.                                     |
| 3. Minimum Lot Frontage <u>80</u> ft.                                       | 8. Sidewalk adjacent to all streets? <u>yes</u> <u>no</u> |
| 4. Minimum Lot Area <u>26,400</u> square ft.                                |   |
| 5. Existing Zoning <u>AA</u>  |   |
| 6. Proposed Zoning <u>AA (DP-89)</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>N/A</u> (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 Residential Community Unit Plan DP-89.
- B. An east-west street shall be indicated between Quail Ridge and the east line of the plat to provide future street access to the east.
- C. The applicant shall guarantee the paving of all streets except 13th Street.
- D. The applicant shall guarantee the paving of the temporary decel lane on 13th Street.
- E. The applicant shall guarantee the installation of sanitary sewer to serve each lot.
- F. The applicant shall guarantee his share of the required main sewer extension.
- G. The applicant shall guarantee the installation of City water to serve each lot.
- H. The applicant shall submit for review a homeowner association agreement which provides for the maintenance of open space areas, fire lanes and access drives, and parking areas on Lot 1; and for the maintenance of Reserves A and B. Said homeowners association, when approved, shall be forwarded with the final plat to the City Commission.
- I. The final plat's text shall indicate what Reserves A and B are to be used for and shall contain the appropriate wording concerning the floodway being the responsibility of the owners of the lots on which the floodway is located.
- J. Prior to submission of the final plat, the applicant shall submit an overall drainage plan to the City Engineer's Office for review and approval. The applicant shall guarantee all drainage improvements required by the platting of this property.

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(Over)

- K. The applicant shall submit a restrictive covenant stating that four off-street parking spaces will be provided on each lot adjacent to the 58 foot streets and that on-street parking shall be permitted on only one side of said streets. The covenant shall be forwarded with the final plat to the City Commissioners.
- L. Sidewalks will be required on both sides of all interior public streets. The applicant shall submit a document to be recorded with the Register of Deeds, acknowledging that the construction of sidewalks is the responsibility of the owner of each lot when requests are made for building permits.
- M. The geometrics for the south portion of Gatewood which is to be a divided drive shall be approved by the City Engineer. The applicant's engineer shall contact the City Engineer regarding this matter.
- N. 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.
- O. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Map No.: 6049  
Section No.: 8  
Twp. No.: 27  
Range: 2E

S/D No. 78-11

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Country Place Estates

General Location: 1/2 mile east of Rock Road on the north side of 13th Street

Name of Property Owner: Country Club Estates, a Kansas Partnership

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Name of Subdivider: Dave Ritchie, Partner

Address: P. O. Box 4048 Wichita, KS 67204 Phone: 838-9301

Name of Agent/Surveyor: Professional Engineering Consultants, P.A. (Gary Wiley)

Address: 1440 East English, Wichita, KS 67211 Phone: 262-2691

Date of Application: 10-20-78

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 80 Acres ±
2. Number of Lots:
  - Residential 63
  - Commercial \_\_\_\_\_
  - Industrial \_\_\_\_\_
  - Other \_\_\_\_\_
  - Total Number of Lots 63
3. Minimum Lot Frontage 80 ft.
4. Minimum Lot Area 26,400 sq. ft.
5. Existing Zoning AA
6. Proposed Zoning AA (DP-87)
7. Lineal Feet of New Streets:
  - a. 64 R/W 3900 ft.
  - b. 58 R/W 2010 ft.
  - c. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - d. 80 R/W 760 ft.
  - e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - TOTAL 6670 ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply \_\_\_\_\_ (Yes-No), Name City of Wichita
10. Public Sanitary Sewers \_\_\_\_\_ (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) N/A (Yes-No)
12. City of Wichita Three-Mile Area

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

Owner's Signature: Dave Ritchie

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

Received by L.O.  
Date 11-3-78  
Fee Submitted 236.00

FORM 29-

PAYMENT NOTICE  
City of Wichita

Bldg.	Use of Str.	Code Bks	Copies
Elec	Elev. Insp.	Hse Moving	Lic.
Mech	Boiler Insp.	Pav. Cuts	Cert.
Plbg	Exam Fees	Sewer	Elev.
Signs	Plan Rev. (P.W.)	Cement	M.S.P.
	Planning		

DESCRIPTION

AMOUNT

NAME

ADDRESS

FUND

COMMENTS

DUE DATE

DATE

BY

February 27, 1978

Professional Engineering Consultants  
1440 East English  
Wichita, Kansas 67211

Attn: Gary Wiley

Re: S/D 78-11 Sketch plat of Country Club Estates

Dear Mr. Wiley:

We have reviewed the above referred to sketch plat, and as you are aware, the approval of the plat will be dependent upon having a public water supply available. The present proposal to extend public water service into this area is under consideration by the City Commission but nothing as yet has been approved. We, therefore, would prefer that no preliminary plat be submitted until the water service issue has been resolved. Also, we would like to meet with you regarding the proposed development of Lot 1, Block A and what your client is planning on doing. Are individual lots to be sold on a private street? Are the lots to be platted and if so, how do you plan to provide public access to each lot? If Lot 1, Block A is to be a multiple family development, as suggested, a zone change will be required and the approval of such a zone change should be obtained before considering this plat.

There are some drainage problems to be resolved on the property and the Flood Control Office should be contacted regarding this matter prior to submission of any preliminary plat. Finally, we at this time are not in a position to authorize the submission of a preliminary plat until we have had a chance to discuss with you, in more detail, the plans for this property. Please call and advise us as to when you would like to meet with us to discuss this plat.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:et  
cc:

Dave Ritchie, Country Club Estates, 1900 Amidon, Wichita, Ks 67203

Map No.: 6049  
Section No.: 9  
Twp. No.: 27S  
Range: 2E

S/D No. 78-11

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Country Club Estates  
General Location: W 1/2 of SE 1/4 Sec. 8, T27S, R2E (North of 13th St. <sup>side of 1/2 mile east</sup> between <sub>of</sub> Rock Road and Webb Road)  
Name of Property Owner: Country Club Estates, a Partnership (c/o Dave Ritchie)  
Address: 1900 Amidon 03 Phone: 838-9301  
Name of Subdivider: Same as above  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Name of Agent/Surveyor: Professional Engineering Consultants, P. A.  
Address: 1440 E. English 11 Phone: 262-2691  
Date of Application: January 27, 1978

SUBDIVISION INFORMATION:

- |   |  |
|---|--|
| 1. Gross Acreage of Plat <u>80 Acres ±</u>                              | 7. Lineal Feet of New Streets:                                     |
| 2. Number of Lots: <u>63</u>  | a. <u>64'</u> R/W <u>5750</u> ft.                                  |
| Residential _____   | b. <u>80'</u> R/W <u>350</u> ft.                                   |
| Commercial _____  | c. <u>20'</u> R/W <u>1345</u> ft.                                  |
| Industrial _____  | d. <u>50'R</u> R+W <u>Cul-de-Sac</u> ft.                           |
| Other _____   | e. _____ R/W _____ ft.   |
| Total Number of Lots <u>63</u>  | TOTAL <u>7445</u> ft.  |
| 3. Minimum Lot Frontage <u>95</u> ft.                                   | 8. Sidewalk adjacent to all streets? <u>Yes</u> yes _____ no _____ |
| 4. Minimum Lot Area <u>28,000 +</u> sq.ft.                              |  |
| 5. Existing Zoning <u>R-1</u>   |  |
| 6. Proposed Zoning <u>AA &amp; A</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>" " " "</u>     |  |
| 11. Health Department Approval (where applicable) <u>N/A</u> (Yes-No)   |  |
| 12. City of Wichita <u>X</u> 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: \_\_\_\_\_

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

Received by Carl Healy  
Date 1/27/78  
Fee Submitted none