

*guarantee*

PLAT NO. S/D 78-35 MAP NO. 5950

NAME THE MEADOWS

LOCATION: West side of Walden Drive in an area  
north of Bramblewood

ENGINEER Bill Yung, Design & Van Deren Howard Stallings

OWNER Comotara Development Corporation

APPLICATION FILED 3-27-78

SKETCH PLAT FILED none

PRELIMINARY FILED 3-27-78

S/D ACTION 4-6-78 approve

FINAL FILED 6-5-78

S/D ACTION 6-15-78 approve

MAPC ACTION 6-27-78 Approve

BCC ACTION 9-12-78 Approve

RECORDED September 19, 1978

REMARKS \_\_\_\_\_

S/D 78-35 - THE MEADOWS - West  
side of Walden Drive in an area  
north of Bramblewood. Bill Yung,  
Design



WICHITA-SEDGWICK COUNTY

DATE  
October 18, 1979

METROPOLITAN AREA PLANNING DEPARTMENT

TO Donald C. Gisick, City Clerk  
FROM Forrest L. Nagley, Junior Planner  
SUBJECT Release of letter of credit associated with Meadows Addition, located on the west side of Walden Drive in an area north of Bramblewood (Credit Number 561).

We have been advised by the Engineering Department that the sanitary sewer extension, which was required as a condition of plat approval, has been constructed. On September 12, 1978, the Board of City Commissioners "received and filed" a letter of credit in the amount of \$7,500 from the Fourth National Bank and Trust Company for the account of Hartman Homes, Inc., as guarantee that this work would be performed. The letter of credit may now be released at the request of either the bank or Hartman Homes, Inc.

COPY

\_\_\_\_\_  
Forrest L. Nagley  
Junior Planner

FLN:bh

cc: Hartman Homes, 6416 E. Central, 67206  
R. M. Briley, Assistant Vice-President, Fourth  
National Bank and Trust Company, 100 N. Broadway  
67202

April 30, 1979

Donald Gisick, City Clerk

Curtis L. Newby, Junior Planner

S/D 78-35- The Meadows - irrevocable letter  
of credit guarantee for water service

The above referenced plat was approved by the Board of City Commissioners on September 12, 1978, and at that time an irrevocable letter of credit was received by the governing body, guaranteeing extension of water service to the plat.

We have received a notice from the Water Department advising that the applicant has entered into a private contract for the construction of water lines and, therefore, the irrevocable letter of credit may be released. Your office is holding said letter of credit (Credit No. 562) from the Fourth National Bank in the amount of \$25,000 for the account of Hartman Homes, Inc. The letter of credit may now be released at request from the applicant or from the bank. If you have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:hh

cc: Hartman Homes, Inc., c/o Comotara Development Corporation,  
2225 Hathway Circle, 67226  
Fourth National Bank and Trust Company, 67202

MIKE LINDBAK, OF CITY  
ENGINEERING, ADVISED 10/17/79  
THAT LETTER OF CREDIT  
GUARANTEEING S.S. EXT.  
CAN BE RELEASED

FLN  
10/17/79

#  
Curt

**THE CITY OF WICHITA**

**OFFICE OF WATER DEPARTMENT**

**DATE** April 26, 1979

**TO** Jack Galbraith, Chief Planner

**FROM** Benny Gegen, Civil Engineer III

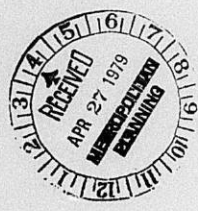
**SUBJECT** THE MEADOWS

Water mains have been installed by private contract to serve all of the building sites within the platted area of the Meadows, therefore, the water service requirements have been met and the letter of credit can be released.

*Benny Gegen*  
Benny Gegen  
Civil Engineer III

BG:bc

cc: John D. Wynkoop, Director of Water  
and Water Pollution Control



RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 78-35 Name The Meadows  
Application & Sketch Filed: 3-27-78  
Preliminary Plat Filed: 3-27-78 Approved by S/D: 4-6-78  
Final Plat Filed: 6-5-78 Approved by S/D: 6-15-78  
Approved by Metropolitan Area Planning Commission: 6-22-78

DESCRIPTION

General Location: West side of Walden Drive in an area north of  
Bramblewood

Surveyor or Engineer: Van Doren-Hazard-Stallings  
Owner: Comotara Development Corporation  
Address: 2225 Hathway Circle

1. Gross Acreage of Plat <u>9</u>	6. Access Control	
2. Number of Lots:	St. _____	No. Openings _____
Residential <u>52</u>	St. _____	No. Openings _____
Commercial _____	St. _____	No. Openings _____
Industrial _____	7. Req'd Improvements	
Other _____	St. Paving <u>not req'd</u>	Water <u>required</u>
Total Number of Lots: <u>52</u>	Sidewalk <u>not req'd</u>	Drainage <u>not req'd</u>
3. Minimum Lot Area: <u>0.03</u> Acres	Sewer <u>required</u>	Other <u>None</u>
4. Existing Zoning <u>"AA"</u>		
5. Special Problems Discussed <u>None</u>		

Two irrevocable letters of credit have been submitted guaranteeing the extension of sanitary sewer to serve the property and installation of water service to serve the property.

Planning Commission Recommendation:  
That this plat be approved subject to:

- A. The applicant shall submit for recording a Homeowners Association Agreement which contains appropriate provisions for the maintenance of all the common open areas and parking areas.
- B. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Bayouth moved, Barrier seconded, and it carried unanimously.

May, Hennessy and Savina were absent.

~~ACTION: Receive and file the irrevocable letters of credit and instruct the City Clerk to file the Homeowners Association agreement with the Register of Deeds, the 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.~~

IRREVOCABLE LETTER OF CREDIT

THE FOURTH NATIONAL BANK AND TRUST COMPANY  
(Name and address of bank)

Date: AUGUST 22, 1978

THE CITY OF WICHITA  
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 25,000.00 for the account of HARTMAN HOMES, INC.

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before JUNE 22, 1980 (Insert date two years from MAPC approval of plat) (6)

1. WATER MAIN

2.

3.

in THE MEADOWS, a subdivision of the City of Wichita, Kansas.

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

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

All drafts drawn hereunder must be marked: "Drawn under THE FOURTH NATIONAL BANK AND TRUST COMPANY, Credit No. 562, dated 8/22/78 (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 August 22, 1980 (insert a date at least 60 days after the date on line 6)

Very truly yours,

(CORPORATE SEAL)

The Fourth National Bank and Trust Company  
(Name of bank)

By: [Signature]  
(Authorized signature)  
R. M. Briley, Vice President

IRREVOCABLE LETTER OF CREDIT

THE FOURTH NATIONAL BANK AND TRUST COMPANY  
(Name and address of bank)

Date: AUGUST 22, 1978

THE CITY OF WICHITA  
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your drafts at sight on us for a sum not exceeding \$ 7,500.00 for the account of HARTMAN HOMES, INC.

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before JUNE 22, 1980 (6)  
(Insert date two years from MAPC approval of plat)

1. SANITARY SEWER

2.

3.

THE MEADOWS  
in \_\_\_\_\_, a subdivision of the City of Wichita, Kansas.

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

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

All drafts drawn hereunder must be marked: "Drawn under THE FOURTH NATIONAL BANK AND TRUST COMPANY, Credit No. 561, dated 8/22/78.  
(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 August 22, 1980  
(insert a date at least 60 days after the date on line 6)

Very truly yours,

THE FOURTH NATIONAL BANK AND TRUST COMPANY  
(Name of bank)

By: [Signature]  
(Authorized signature)

(CORPORATE SEAL)

77

DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE MEADOWS

THIS DECLARATION, made on the date hereinafter set forth by WICHITA DEVELOPMENT COMPANY, a Delaware corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Wichita, Sedgwick County, Kansas, which is more particularly described as all of The Meadows to the City of Wichita, Sedgwick County, Kansas.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Meadows Homeowners' Association, a Kansas corporation, its successors and assigns.

Section 2. "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 Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association shall be that property shown on The Meadows plat as Reserves.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Reserves.

Film 321  
Page 1219

Recorded 8-17-78  
No. 399586

Section 6. "Declarant" shall mean and refer to WICHITA DEVELOPMENT COMPANY, a Delaware corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which 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 suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(B) 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 agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of members agreeing to such dedication or transfer has been recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have one vote per lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest and costs shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs and reasonable attorney's fees if allowed by law, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be One Hundred Twenty Dollars (\$120.00) per Lot.

(A) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(B) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by an affirmative vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for such purpose.

(C) The Board of Directors may fix the annual assessment at an amount in excess of the maximum amounts set forth in this Section 3.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for such purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 of this Article IV shall be sent to all members not less than 20 days nor more than 50 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessment on a specified Lot have been paid, and such certificate, when properly executed, shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of nine percent (9%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale of transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. In the event that Declarant, its successors or assigns shall fail at any time to maintain the Common Area or fail in any manner to fulfill its obligations relating to the Common Area, the City of Wichita may serve a written Notice of Delinquency upon Declarant setting forth the manner in which Declarant has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which Declarant may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable values of the properties within the Community Unit Plan and to prevent the Common Area from becoming

a nuisance, may enter upon said Common Area and perform the obligations listed in the Notice of Deficiency. All costs incurred by the City of Wichita in carrying out the obligations of Declarant may be assessed against the Common Area in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Common Area. Should Declarant, its successors or assigns, upon receipt of said Notice of Deficiency, feel that the obligations listed in said Notice are not proper for any reason, it may, within the twenty (20) day period provided in such Notice, apply for a hearing before the Board of City Commissioners to appeal said notice and any further proceedings under the Notice shall be delayed pending the outcome of any proceedings on appeal of said Notice.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

Section 1. Approval Required. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography of the Board of Directors of the Association, or by an architectural committee composed of three (3) or more persons appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VI

##### GENERAL PROVISIONS

Section 1. Maintenance of Drainage Channels and Swales. Each Owner shall maintain, mow, and keep in good repair and condition all drainage channels and swales located on any Lot owned by such Owner.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

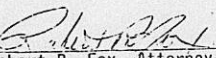
Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an

instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners and recorded in the Office of the Register of Deeds of Sedgwick County, Kansas or any other public office instruments affecting real property located in Sedgwick County, Kansas may hereafter be established.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 14 day of August, 1978.

WICHITA DEVELOPMENT COMPANY, Declarant

By   
Robert R. Fox, Attorney-in-Fact

ACKNOWLEDGMENT

STATE OF KANSAS )  
COUNTY OF SEDGWICK ) ss.

BE IT REMEMBERED, that on this 16th day of August, 1978, before me, a notary public within and for the county and state aforesaid, came Robert R. Fox, of Wichita Development Company, a Delaware corporation, who is personally known to me and known to me to be the same person who executed the foregoing Declaration of Covenants, Conditions and Restrictions, that said person duly acknowledged before me his execution of the same as and for his free and voluntary act and deed; that said person duly acknowledged before me his authority to execute same as on behalf of and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

\_\_\_\_\_  
Notary Public



My Commission Expires:  
My Appointment Expires May 17, 1981

CONSENT OF MORTGAGE HOLDER

The undersigned, FIRST NATIONAL CITY BANK, with offices at 399 Park Avenue, New York, New York, being the holder of certain mortgages encumbering the real property described in the above and foregoing Declaration of Covenants, Conditions and Restrictions, does hereby consent to the imposition of the above and foregoing Declaration of Covenants, Conditions, and Restrictions on said real property and to the recording of same in the office of the Register of Deeds, Sedgwick County, Kansas.

August 16, 1978

FIRST NATIONAL CITY BANK

By Robert R. Fox  
Robert R. Fox, Attorney-in-Fact  
For First National City Bank



SEDGWICK COUNTY TREASURER,  
COURTHOUSE, WICHITA, KS 67203  
SALE/REDEMPTION NO: 16-03975

DATE: 8-23-78  
PAYER: *Commuter Properties*

HAS THIS DAY PAID TO COUNTY TREASURER,  
FOR THE REDEMPTION OF THE REAL ESTATE  
DESCRIBED BELOW FROM THE SALE OF THE  
FIRST TUESDAY IN SEPTEMBER, 1977

COUNTY TREASURER: *W. J. Schuchman*  
BY: *W. J. Schuchman*

WICHITA LAND CO  
C. K. S. SHEET ASS  
5520 E CENTRAL P O BOX  
KING OF PRUSSIA PA

LOT 2  
COUNTRY LAKE ADDITION  
23 78 10,157.38 1,194.84 11,352.22

RE-09-0551-10-7 6702  
C -38678-  
R200 801180

GENERAL TAX	MISC. SPECIALS	TAX AMOUNT	INT. AFTER SALE	TOTAL
217.55	67 9,939.83	10,157.38	11,352.22	11,352.22
			250.02	
			1.00	
			1144.39	
				10,414.40

IF PROPERTY OWNER OR MAILING ADDRESS IS INCORRECT, ADVISE THE COUNTY CLERK'S OFFICE.

*C-386*  
*August 23-78*

*Add Int* 2,455.35  
6,392.5

*Int + Pen* - 3,095.10 s  
*Taxes* 1,276.90 1  
*1975 -* 1,586.41 1 \*  
*Total*

*Add Int* - 9,378.2  
100  
2,560.2

*Total Int + Pen* - 1,194.84 s  
*Taxes* 1,015.73 8  
*(1976)* - 1,135.22 2 \*  
*Total*

125  
7,793.7

*Ints Penalties* 7,800.25  
*Taxes* - 1,961.85 1  
*(1977)* - 2,039.91 3 \*  
*Total*

1975 - 1,586.41 1  
1976 - 1,135.22 2  
1977 - 2,039.91 3  
*Total* - 4,761.54 6 \*

This is to certify that

*Comotara Properties*

# REDEMPTION CERTIFICATE

181881

Office of Treasurer of Sedgwick County, Kansas 181881

C-38678

SUPPL.

C-38678  
COUNTRY LAKE INC.  
7700 E. 13TH.  
WICHITA KS 67206

67-02

Wichita, Kansas, 8-23, 1978

U-259-1  
LOT 2 COUNTRY LAKE ADDITION  
A REPLAT OF PART OF LOT A IN  
COMOTARA FIRST ADDITION

has this day paid into the County Treasury, for the redemption of the REAL ESTATE described herein, from the Sale held the 7th day of September, 1976 for taxes for the year 1975.

*W.C. Richardson*  
County Treasurer

By *V. Hill*

SALE NUMBER	GENERAL TAX	MISC. SPECIALS	AMOUNT OF TAX	INT. AND ADV. BEFORE SALE	AMOUNT OF SALE	INT. AFTER SALE	TOTAL
7875	417.16	12351.85	12769.01 <del>12769.01</del>	639.25	13408.26	2455.85	15,864.11

2.30.78 1-2-77 1-1-79

## REMARKS

SEDGWICK COUNTY TREASURER,  
COURTHOUSE, WICHITA, KS. 67203

SALE/REDEMPTION NO: 77-03961

DATE: 8-25-78 *Comotara Properties*

PAYER: *Comotara Properties*  
HAS THIS DAY PAID TO COUNTY TREASURER,  
FOR THE REDEMPTION OF THE REAL ESTATE  
DESCRIBED BELOW FROM THE SALE OF THE  
FIRST TUESDAY IN SEPTEMBER, 1978

COUNTY TREASURER *W.C. Richardson*  
BY *V. Hill*

COUNTRY LAKE INC  
7700 E 13TH  
WICHITA KS 67206

6A AUG 23  
LOT 2 COUNTRY LAKE ADDITION  
A REPLAT OF PART OF LOT A IN  
COMOTARA FIRST ADDITION

77-RE-09-0542-02-1  
C-38678-  
FULL 6702 600562

	INT. AFTER SALE	TOTAL
<input type="checkbox"/> CA		
<input type="checkbox"/> CK		
<input type="checkbox"/> TAX		
<input type="checkbox"/> CHG		
		20,399.13

GENERAL TAX	MISC. SPECIALS	TAX AMOUNT	INT. & ADV. BEFORE SALE	SALE AMOUNT
436.37	67 19,182.14	19,618.51	779.37 1.25 <del>780.62</del>	20,399.13

IF PROPERTY OWNER OR MAILING ADDRESS IS INCORRECT, ADVISE THE COUNTY CLERK'S OFFICE.

received 8-17-71

AMERICAN LAND TITLE ASSOCIATION COMMITMENT - 1966

### 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. McLaughlin*  
Secretary.

*Michael B. F. ...*  
Authorized Signatory



CONDITIONS AND STIPULATIO.

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  
266102

Effective Date  
June 30, 1978 @ 7:00 A. M.

1. Owners Policy to be issued:

ALTA Form B - 1970  
(Amended 10-17-70)

Amount: Unknown

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:

Wichita Development Company, a Delaware Corporation

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

Lot 2, Country Lake Addition to Wichita, Sedgwick County, Kansas.

## SCHEDULE B

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

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs): Year 1975 Taxes \$12,769.01+ not paid; Year 1976 Taxes \$10,157.38+ not paid; Year 1977 Taxes \$19,618.51+ not paid. Key #C-38678.
9. Minimum building pad elevation of 190.0, as shown by the recorded plat.
10. Easements for public utilities, drainage and floodway as shown on the recorded plat.
11. Terms, conditions, duties, obligations and restrictions of Comotara First Addition Community Unit Plan, notice of which is imparted by instrument filed March 20, 1974, in Book 93, Page 1322.
12. The recorded plat of Country Lake Addition contains the following notation: Walden Drive, Bramblewood & 21st St. North Building setbacks shall conform to the Associated C.U.P. Plan DP-46.
13. Legal effects and consequences of the following appearing on the recorded plat: The floodway shall be the responsibility of the owners of the property in the subdivision until such time as the governing body exercising jurisdiction elects to assume responsibility for maintenance and improvement of the drainage, provided further 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.
14. It is noted for informational purposes only, and not as an exception to title which will appear in our policy, that captioned property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Certificates, Resolutions, Amended Resolutions and Ordinances.

(See Added Page)

(Schedule B continued)

Policy Number \_\_\_\_\_ Owner

Policy Number \_\_\_\_\_ Loan

- 15. Consolidated Mortgage dated March 5, 1973, executed by Jack P. DeBoer Associates, Inc., to First National City Bank, filed March 5, 1973, in Book 50, Page 723.
- 16. Supplemental First Mortgage dated May 4, 1973, executed by Jack P. DeBoer Associates, Inc., to First National City Bank, filed May 4, 1973, in Book 57, Page 1437.
- 17. Second Supplemental First Mortgage dated August 13, 1973, executed by Comotara, Inc., to First National City Bank, filed November 1, 1973, in Book 80, Page 323.
- 18. Mortgage dated October 15, 1973, executed by Wichita Land Company, to First National City Bank, filed December 7, 1973, in Book 83, Page 1281.

June 22, 1978

Van Doren-Hazard-Stallings  
260 N. Rock Road  
Suite 250

Wichita, Kansas 67206

Re: S/D 78-35 - Final plat of The Meadows

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on June 22, 1978, 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 June 16, 1978.

In addition to complying with those conditions, it is necessary that you meet the following requirements before this plat can be forwarded to the Board of City Commissioners for consideration:

1. Compliance with the requirements of the Metropolitan Area Planning Department.
- 8-17-78 2. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 8-17-78 3. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the plat.
- 6-17-78 4. Certification that all taxes due and payable for 1977 and prior years have been paid.

If you have any questions, please call.

Yours very truly,

JHG:bh  
cc: Dean Sellers, Assistant City Engineer

Jack H. Galbraith  
Chief Planner

Van Doren-Hazard-Stallings  
6-22-78  
Page 2

Comotara Development Corporation, 2225 Hathway Circle, 67226  
Bill G. Yung, 1355 N. Waco, 67203

June 16, 1978

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

Re: S/D 78-35 Final plat of The Meadows

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, June 15, 1978, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. The "floodway reserve" is in fact an existing "floodway" and shall be relabeled as such on the final tracing with the appropriate wording added to the plat's text.

8-17-78 ✓  
The applicant shall establish a Homeowner's Association which provides for the continued maintenance of the reserves. Said association agreement shall also contain a provision or clause which will assure that the governing body can, upon proper notice and hearing, cause necessary maintenance to be done to said areas and the cost thereof assessed to the benefiting properties in the event the Homeowner's Association fails to do so. This agreement shall be submitted to the Planning Department for review and approval prior to forwarding the plat to the City Commission.

- C. Reference to the access control may be deleted from the plat's text.

D. The applicant shall guarantee the extension of sanitary sewer to serve all lots which are not currently served by existing sewer lines. The applicant shall contact the Engineering Division about the possible need for additional easements.

Letter  
of credit  
\$7,500.00

Re: S/D 78-35  
June 16, 1978  
Page Two

*Letter  
of credit  
for \$25,000*

- ~~E.~~ The applicant shall guarantee the extension of City water to serve all lots.
- ~~F.~~ The 20-foot garage setbacks shall be relabeled as 20-foot building setbacks and utility easements.
- G. The applicant's engineer shall contact K.G. and E about the possible need for a utility easement on the south side of Lots 7 and 8. *plat shows 15' easement in the north 15' of the floodway*
- ~~H.~~ Reference to the reserves not being dedicated to the public shall be deleted from the plat's text.
- I. Recording of the plat within 30 days after approval by the City Commission.

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, June 22, 1978, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Louise Olivares  
Junior Planner

LO:et  
cc:

Dean Sellers, Assistant City Engineer  
Comotara Development Corp., 2225 Hathway Circle, Wichita, Ks 67226  
Bill G. Yung, 1355 N. Waco, Wichita, Kansas 67203

FINAL PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 78-35 Name The Meadows  
Date Application Rec'd. 3-27-78 Preliminary Approval 4-6-78  
Scheduled S/D Meeting 6-15-78

DESCRIPTION

General Location West side of Walden Drive in an area north of Bramblewood

Owner Comotara Development Corp.  
Surveyor/Engineer Van Doren-Hazard-Stallings  
Address 260 N. Rock Road, Suite 250 Phone 686-7303

- |  |   |
|--|---|
| 1. Gross Acreage of Plat <u>9±</u>   | 7. Lineal Feet of New Streets:                  |
| 2. Number of Lots:   | a. <u>        </u> R/W <u>        </u> ft.      |
| Residential <u>52</u>  | b. <u>        </u> R/W <u>        </u> ft.      |
| Commercial <u>        </u>   | c. <u>        </u> R/W <u>        </u> ft.      |
| Industrial <u>        </u>   | d. <u>        </u> R/W <u>        </u> ft.      |
| Other <u>        </u>  | e. <u>        </u> R/W <u>        </u> ft.      |
| Total Number of Lots <u>52</u>   | TOTAL <u>0</u> ft.                              |
| 3. Minimum Lot Frontage <u>24</u> ft.                                      | 8. Sidewalk adjacent to all                     |
| 4. Minimum Lot Area <u>1440</u> ft.  | streets? <u>        </u> yes <u>        </u> no |
| 5. Existing Zoning <u>AA with CUP</u>                                      |   |
| 6. Proposed Zoning <u>AA with CUP</u>                                      |   |
| 9. Public Water Supply <u>yes</u> (Yes-No), Name <u>        </u>           |   |
| 10. Public Sanitary Sewers <u>yes</u> (Yes-No), Name <u>        </u>       |   |
| 11. Health Department Approval (where applicable) <u>        </u> (Yes-No) |   |
| 12. City of Wichita <u>x</u> : Three-Mile Area <u>        </u>             |   |

STAFF COMMENTS:

- A. The "floodway reserve" is in fact an existing "floodway" and shall be relabeled as such on the final tracing with the appropriate wording added to the plat's text.
- B. The applicant shall establish a Homeowner's Association which provides for the continued maintenance of the reserves. Said association agreement shall also contain a provision or clause which will assure that the governing body can, upon proper notice and hearing, cause necessary maintenance to be done to said areas and the cost thereof assessed to the benefiting properties in the event the Homeowner's Association fails to do so. This agreement shall be submitted to the Planning Department for review and approval prior to forwarding the plat to the City Commission.
- C. Reference to the access control may be deleted from the plat's text.
- D. The applicant shall guarantee the extension of sanitary sewer to serve all lots which are not currently served by existing sewer lines.
- E. The applicant shall guarantee the extension of City water to serve all lots and shall contact the Water Department regarding easements for water service.
- F. Recording of the plat within 30 days after approval by the City Commission.

May 11, 1978

Mr. Bill Yung  
Bill Yung Design  
1355 North Waco  
Wichita, Kansas 67203

Re: Administration Amendment on  
Parcel I - DP-46 Comotara  
C.U.P.

Dear Mr. Yung:

We have reviewed your letter of April 4, 1978, requesting a favorable determination that the development of duplexes on parcel #1 (Lot A, Comotara First Addition) is in conformance with the conditions of the approved C.U.P.

As you are aware, we have previously made such an interpretation on the areas encompassed by Pheasant Run Addition, Sussex Addition, and Sierra Woods Addition. The major problem as we see it, is the fact that duplexes were not ultimately constructed on Sierra Woods Addition but rather what we consider to be single family houses were developed on substandard lots. Although that matter is not yet resolved, we are concerned that further favorable interpretations for additional duplexes might create similar problems in the future.

In order that there is no misunderstanding, our interpretation of the term "duplex" is a single structure containing two dwelling units connected by a common party wall (common ceiling floor) and/or roof structure, but not including single family detached units, whether or not joined by a common storage closet, or other cosmetic treatment. As in previous developments of duplexes in the proposed "Meadows" Addition meet the general intent of the proposed townhouse units for this parcel of land. Implicit in this determination is the fact that the duplexes are

Mr. Bill Yung  
May 11, 1978  
Page Two

to be built on a townhouse/garden apartment parcel, and said development on private streets is in keeping with the spirit and intent of general provision #9 on the C.U.P., if not the actual language.

This interpretation is given subject to:

- 1) Only duplexes as defined in this letter will be constructed on lots 21 through <sup>52</sup>45 as shown on the preliminary plat of the "Meadows". Each duplex will be developed by one builder.
- 2) No single family detached homes will be allowed on any of the lots.
- 3) Only townhouses or single family attached units will be permitted on lots 1 through 20 as shown on the preliminary plat of the "Meadows". No single family detached units will be permitted on these lots.
- 4) Recording of the replat (the Meadows) with the Register of Deeds prior to the issuance of any building permits.
- 5) Submission of the required homes association agreement with the consideration of the replat.

Upon your review of these conditions of approval, if you have any questions, please call.

APPROVED:

  
Robert A. Lakin, Director of Planning

APPROVED:

  
Robert Feldner, Superintendent of Central Inspection

RAL:MM:gb  
cc: Bob Fox  
Comotara Properties, Inc.  
2225 Hathway  
Wichita, Kansas 67203

April 7, 1978

Bill G. Yung, Design  
1355 N. Waco  
Wichita, Kansas 67203

Re: S/D 78-35 Preliminary plat of The Meadows

Dear Mr. Yung:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, April 6, 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:

- 5-11-78 ✓ A. Approval of the plat is subject to the approval of an *administrative* amendment to the associated Community Unit Plan DP-48, *interpretation* to permit duplex development and platted lots on private streets. No final plat shall be submitted until amendment to the associated C.U.P. has been approved.
- B. If the amendment is approved permitting the platted lots on private streets, said private streets shall be indicated as fire lane and utility easements on the plat and the names for said streets deleted from the face of the plat.
- C. The applicant shall guarantee the maintenance of the non-public open space and parking areas by means of a Home Owner's Association to be submitted as a separate instrument, and when approved, to be forwarded with the plat to the City Commission.
- D. In accordance with the approved sidewalk plan for said area, a sidewalk is required on the west side of Walden Drive. *sidewalk already installed*
- E. 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.

- F. Utility easements as shown on the marked engineer's copy of the preliminary plat shall be shown on the final plat.
- G. The applicant shall contact the Water Department prior to the submission of a final plat regarding easements for water service.
- H. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations. The applicant should be prepared to discuss with the Subdivision Committee the manner in which it is proposed to provide for such utilities and facilities, e.g., petition, actual construction, monetary guarantees, etc.
- I. 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

LO:st

cc:

Dean Sellers, Assistant City Engineer  
Comotara Development Corporation, 2225 Hathway Circle, Wichita,  
Kansas 67226  
Van Doren-Hazard-Stallings, 260 North Rock Road, Suite 250, Wichita,  
Kansas 67206

PRELIMINARY PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 78-35 Name The Meadows  
Date Application Rec'd. 3-27-78 Preliminary Approval \_\_\_\_\_  
Scheduled S/D Meeting 4-6-78

DESCRIPTION

General Location West side of Walden Drive in an area north of Bramblewood

Owner Comotara Development Corp.  
Surveyor/Engineer Bill G. Yung, Design  
Address 1355 N. Waco (67203) Phone 264-0675

- |  |  |
|--|--|
| 1. Gross Acreage of Plat <u>9±</u>                               | 7. Lineal Feet of New Streets:         |
| 2. Number of Lots:   | a. _____ R/W _____ ft.                 |
| Residential <u>52</u>  | b. _____ R/W _____ ft.                 |
| Commercial _____   | c. _____ R/W _____ ft.                 |
| Industrial _____   | d. _____ R/W _____ ft.                 |
| Other _____  | e. _____ R/W _____ ft.                 |
| Total Number of Lots <u>52</u>                                   | TOTAL <u>0</u> ft.                     |
| 3. Minimum Lot Frontage <u>24</u> ft.                            | 8. Sidewalk adjacent to all            |
| 4. Minimum Lot Area <u>1440</u> ft.                              | streets? <u>yes</u> <u>x</u> <u>no</u> |
| 5. Existing Zoning <u>AA with CUP</u>                            |  |
| 6. Proposed Zoning <u>AA with CUP</u>                            |  |
| 9. Public Water Supply <u>yes</u> (Yes-No), Name _____           |  |
| 10. Public Sanitary Sewers <u>yes</u> (Yes-No), Name _____       |  |
| 11. Health Department Approval (where applicable) _____ (Yes-No) |  |
| 12. City of Wichita <u>x</u> : Three-Mile Area _____ (Yes-No)    |  |

STAFF COMMENTS:

- A. Approval of the plat is subject to the approval of an amendment to the associated Community Unit Plan DP-46, to permit duplex development and platted lots on private streets. No final plat shall be submitted until amendment to the associated C.U.P. has been approved.
- B. If the amendment is approved permitting the platted lots on private streets, said private streets shall be indicated as fire lane and utility easements on the plat and the names for said streets deleted from the face of the plat.
- C. The applicant shall guarantee the maintenance of the non-public open space and parking areas by means of a Home Owner's Association to be submitted as a separate instrument, and when approved, to be forwarded with the plat to the City Commission.
- D. In accordance with the approved sidewalk plan for said area, a sidewalk is required on the west side of Walden Drive.
- E. 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.
- F. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations. The applicant should be prepared to discuss with the Subdivision Committee the manner in which it is proposed to provide for such utilities and facilities, e. g., petition, actual construction, monetary guarantee, etc.
- G. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Map No.: 5950  
Section No.: Sec. 6  
Twp. No.: 27S  
Range: R2E

S/D No. 78-35

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: The Meadows  
General Location: Comotara - Mainsgate at the intersection of Walden Drive and Bramblewood  
West side of Walden Drive in an area south of Bramblewood  
Name of Property Owner: Comotara Development Corporation  
Address: 2225 Hathway Circle, Wichita, KS 67226  
Name of Subdivider: Comotara Properties Inc. Phone: 686-7451  
Address: 2225 Hathway Circle, Wichita, KS 67226 Phone: 686-7451  
Name of Agent/Surveyor: Bill G. Yung Design  
Address: 1355 N. Waco, Wichita, KS 67203 Phone: 264-0676  
Date of Application: March 29, 1978

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 9<sup>±</sup> acres
2. Number of Lots:  
Residential 52  
Commercial \_\_\_\_\_  
Industrial \_\_\_\_\_  
Other \_\_\_\_\_  
Total Number of Lots 52
3. Minimum Lot Frontage 24 ft.
4. Minimum Lot Area 1440 ft.
5. Existing Zoning AA with CUP for townhouses
6. Proposed Zoning AA with CUP administrative amendment.  
Project is to consist of duplex type townhouses and multiple townhouses each on separate lot as described above
7. Lineal Feet of New Streets:  
a. privateR/W streets only ft.  
b. \_\_\_\_\_ R/W \_\_\_\_\_ ft.  
c. \_\_\_\_\_ R/W \_\_\_\_\_ ft.  
d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.  
e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.  
TOTAL \_\_\_\_\_ ft.
8. Sidewalk adjacent to all streets? yes  no
9. Public Water Supply yes (Yes-No), Name \_\_\_\_\_
10. Public Sanitary Sewers yes (Yes-No), Name \_\_\_\_\_
11. Health Department Approval (where applicable) N/A (Yes-No)
12. City of Wichita yes Three-Mile Area

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

Owner's Signature: [Signature]

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

Received by L.O.  
Date 3-27-78  
Fee Submitted 303.00

FORM 22-21

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 <del>...</del>	Cement	M.S.P.

DESCRIPTION	AMOUNT
<i>submit new application The Meadows</i>	
NAME <i>White Development</i>	
ADDRESS <i>225 Anthony Avenue</i>	
FUND <i>11-467100</i>	DUE DATE <i>3-27-78</i>
COMMENTS	
DATE <i>3-27-78</i>	BY <i>LC</i>