

PLAT NO. S/D 78-42 MAP NO. 5950

NAME PEPPERWOOD ADDITION

LOCATION: S.E. corner Woodlawn and 29th Street North

ENGINEER Bill C. Yung Design and VanDoren, Hazard, Stallings

OWNER Comotara Properties Inc.

APPLICATION FILED 5-8-78

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

PRELIMINARY FILED 5-8-78

S/D ACTION 5-18-78 approve

FINAL FILED 2-27-79

S/D ACTION 3-8-79 approve

MAPC ACTION 3-15-79 approved

BCC ACTION 9-11-79 approved

RECORDED 11/16/79

REMARKS Z-1707 in 20-19 file

S/D 78-42 PEPPERWOOD ADDITION - S.E.  
corner Woodlawn and 29th Street North.  
Bill G. Yung Design.

*POSTED*  
*5-10-78*

**ACTION**

	DATE
S/D COMMITTEE (Prelim) approve	5-18-78
9D final approve	3-8-79
M.A.P.C. <u>Approved</u>	3-15-79
B.C.C./B.C.O.C. <u>Approved</u>	9-11-79

Map No. 5950  
Sec. 6  
Twp. 27  
Range 2E

Subdivision Report and Progress

S/D No.: 78-42

Name: PEPPERWODD ADDITION

General Location: S.E. corner Woodlawn and 29th Street North

Owner: Comotara Development Corporation

Address: 2225 Hathway Circle Zip Code: 67226 Phone: 686-7451

Subdivider: Michita  
Address: Comotara Properties Inc.

Address: 2225 Hathway Circle Zip Code: 67226 Phone: 686-7451

Engineer/Surveyor: Bill G. Yung and Vandoren, Hazard, Stallings  
Address: 1355 N. Waco Zip Code: 67226 Phone: 686-7451

Present Zoning: LC-1AA  
Proposed Zoning: (CUP: DP-73)  
Assoc. Zone Case:

M.A.P.C. ACTION: 3-15-79 Approved

Advisory Letter: 2-16-79

APPLICATION RECEIVED: 5-8-78

Closure Data Submitted:

SKETCH PLAT RECEIVED:

Title/Taxes Rec'd. and Reviewed: 8-30-79

Letter of Intent:

Final Review: 8-31-79

PREL. PLAT RECEIVED: 5-8-78

Referral to B.C.C.: 9-4-79

S/D Comm. Action: 5-18-78 approve

B.C.C. ACTION: 9-11-79 Approved

Advisory Letter: 5-22-79

Tracing Received: 8-30-79

FINAL PLAT RECEIVED:

Released for Recording: 9/13/79

S/D Comm. Action: 3-8-79 approve

Plat Recorded: 11/6/79

Advisory Letter: 3-9-79

Comments:  
Note: Furnish correspondence and copy of final plat when submitted to Elmer Ostman  
Charles Popelura Co. Suite 550, 100 N. Broadway  
3-2-79 Copy of final plat & staff comments sent to Elmer Ostman

No. 2153C  
HARTMAN, HUNTER & ASSOCIATES  
LOCAL OFFICE - INDEPENDENCE, MO. U.S.A.

FORM 22-021

**PAYMENT NOTICE**  
City of Wichita

**PAY AT TREASURER'S OFFICE - FIRST FLOOR**

Bldg & Elev.	Elec.	Elev. Insp.	Exam. Fees
Hse. Mvr.	Hse. Moving	Licse.	Mech.
Oil Well	Pav. Cuts	Plan.	Plbg. Cert.
Sanitation	Sewer	Signs	Sidewalk
Street	Trailer		

DESCRIPTION	AMOUNT
<i>2-1/2" x 4-1/2" x 1/2" Plywood</i>	
<i>1/2" x 4-1/2" x 1/2" Plywood</i>	
Name	
Address	
Type	Due Date
<i>11-17-1979</i>	<i>11-17-1979</i>
Comments:	
Date	By
<i>11/17/79</i>	<i>[Signature]</i>

REGISTER OF DEEDS  
SEDGWICK COUNTY, KANSAS

*S1078-42*  
*Map 5950*  
*Assoc. Case Z-1707*  
*D.P. 73*

PEPPERWOOD ADDITION was  
filed for record on November 16, 1979

*[Signature]*  
Register of Deeds

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

T9-328

November 21, 1979

Donald C. Gisick, City Clerk

Jack H. Galbraith, Chief Planner

Z-1707 - "AA" & "LC" to "AA"; and  
S/D 78-42 - Pepperwood Addition

At the regular meeting of the Board of City Commissioners on September 1, 1975, the above captioned request for zone change was considered and approved, subject to additional conditions, and the City Clerk was instructed to withhold publication of the ordinance establishing the zone change until such time as the plat had been recorded. The associated plat was approved by the Board of City Commissioners on September 11, 1979.

This is to advise you that the final plat of Pepperwood Addition was recorded with the Register of Deeds on November 16, 1979 and, therefore, the ordinance establishing the ~~zone~~ change may now be published.

Jack H. Galbraith  
Chief Planner

JHG:el



# KANSAS STATE BOARD OF AGRICULTURE

DIVISION OF WATER RESOURCES  
GUY E. GIBSON, Chief Engineer  
1720 SOUTH TOPEKA AVENUE  
TOPEKA, KANSAS 66612  
(913) 296-3717

W. W. DUTTSMAN  
Secretary  
503 KANSAS AVENUE  
TOPEKA, KANSAS 66603

November 2, 1979

Mr. Robert B. Fox, President  
Comotara Properties, Inc.  
2225 Hathway Circle  
Wichita, Kansas 67226

Dear Mr. Fox:

Consideration has been given to your application for permit and approval of plans relating to your proposed channel change along a tributary of the East Fork of Chisholm Creek, at a location in the NW<sup>1</sup>/<sub>4</sub> of Section 6, Township 27 South, Range 2 East, City of Wichita, Sedgwick County, Kansas.

In accordance with the provisions of K.S.A. 82a-301 to 305a, the Chief Engineer has approved the plans and issued the enclosed permit, authorizing construction of the proposed channel change.

The one set of plans submitted to this office has been endorsed with the Chief Engineer's approval and will be retained in our files. Should you wish any copies of the plans with the Chief Engineer's approval shown thereon, please submit the required number.

Very truly yours,

*G. L. McConnell*  
Gene L. McConnell  
Engineer

GLM:ss  
Encs.

*RECORDED*  
VAN DOREN, 11/15/79  
11/15/79

*White  
Halliday  
Bergman*

ICE NO  
INFORMATION

THE CITY OF WICHITA



DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION  
 CITY HALL — SEVENTH FLOOR  
 455 NORTH MAIN STREET  
 WICHITA, KANSAS 67202  
 (316) 268-4501

RECEIVED

OCT 16 1979  
 METROPOLITAN PLANNING  
 ROUTE            
         

October 15, 1979

Mr. Keller Cordon, Engineer  
 Kansas State Board of Agriculture  
 Division of Water Resources  
 1720 South Topeka Avenue  
 Topeka, KS 66612

Dear Mr. Cordon:

Re: Proposed Channel Change along unnamed Tributary of Chisholm Creek

Thank you for your letter to Mr. E. H. Denton, City Manager, regarding the subject channel change (Construction of Lake B and the Pepperwood Detention Reservoir). Upon review of the plans it is observed that the primary purpose of providing adequate storage is not satisfied. In other words, the zero increase in peak runoff due to development of the basin may not occur. In order to satisfy the latter detention requirements, the following reservoir characteristics are recommended for each lake.

<u>Lake B</u>	<u>City Datum</u>	<u>U.S.G.S.</u>
Normal Pool Elevation (Outlet Structure flow-line Elevation)	181.0'	1368.4'
Storage Required: Approximately 40 AF		
Emergency Spillway Elevation	186.0'	1373.4'
Top of Dam Elevation	189.0'	1376.4'

The width of the emergency spillway and the size of the outlet structure may be increased to pass the PMP (or less) and the undeveloped runoff respectively.

<u>Pepperwood Detention Reservoir</u>	<u>City Datum</u>	<u>U.S.G.S.</u>
Normal Pool Elevation (Outlet Structure flow-line Elevation)	168.0'	1355.4'
Storage Required: Approximately 50 AF		
Emergency Spillway Elevation	172.0'	1359.4'
Top of Dam Elevation	177.0'	1364.4'
Outlet Channel Characteristics:		
(a.) Bottom Width 12'		
(b.) Side Slopes 5.1		
(c.) Channel Slope 0.36%		

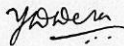
# THE CITY OF WICHITA

Mr. Keller Cordon, Engineer  
Page 2  
October 15, 1979

Outlet structure detail shown on Sheet 3 appears to be delicate. The design is not supported by structural design calculation with stability analysis. Past experience has shown that a structure similar to a retaining wall may be more appropriate for this type of outlet condition.

We have informed the Engineers, Van Doren-Hazard-Stallings, the above recommendations. Please feel free to call me at (316)268-4235, if additional information is needed.

Very truly yours,



Yash D. Desai, P.E.  
Drainage Chief Engineer

YDD/dla

cc: Dean Sellers, Acting City Engineer  
Ken Bengtson, Van Doren-Hazard-Stallings  
Max Greene, Flood Control & Landfill Director  
R. W. Bruggeman, Director of Public Works  
Robert A. Lakin, Director of Planning X  
Robert G. Finch, Deputy City Manager

LAW OFFICES  
GOTT, HOPE, GOTT, YOUNG & SAFFELS, P. A.

323 FIRST NATIONAL BANK BUILDING

TELEPHONE (316) 265-7841

WICHITA, KANSAS 67202

HENRY V. GOTT  
RALPH M. HOPE  
RONALD M. GOTT  
GLENN D. YOUNG, JR.  
DALE E. SAFFELS  
JERRY D. BOGLE  
WILLIAM A. WELLS  
J. MICHAEL PETERS  
PHILLIP R. FIELDS  
PAUL S. MCCAUSLAND

William A. Wells

STANLEY & VERMILION .....1886-1897  
STANLEY, VERMILION  
& EVANS .....1897-1909  
STANLEY, VERMILION,  
EVANS & CAREY .....1909 - 1913  
VERMILION, EVANS,  
CAREY & LILLESTON. 1913 - 1946  
CAREY, LILLESTON,  
SPRADLING & GOTT.....1946-1950  
LILLESTON, SPRADLING,  
GOTT & STALLWITZ.....1950-1958  
LILLESTON, SPRADLING,  
GOTT, STALLWITZ &  
HOPE.....1958-1974

October 5, 1979

RECEIVED

OCT 9 1979

METROPOLITAN PLANNING

ROUTE  Louise

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

Re: Pepperwood Owners Association

Dear Ms. Olivarez:

Enclosed are copies of the certified Articles of Incorporation of Pepperwood Owners Association and Protective Covenants for Pepperwood Addition. We are sending you the enclosures pursuant to instructions from Philip M. Snodgrass of Comotara Properties, Inc.

Very truly yours,

*Paul S. McCausland*

Paul S. McCausland  
Of GOTT, HOPE, GOTT, YOUNG  
& SAFFELS, P.A.

PSM:jm

Enclosures

cc: Mr. Philip M. Snodgrass  
Comotara Properties, Inc.  
2225 Hathway Circle  
Wichita, Kansas 67226

*These Protective Covenants are different from the ones submitted with the plat to W.C. Co. because some of the requirements of the VA FHA not follow for our requested working on maintenance responsibility*

# STATE OF KANSAS

OFFICE OF SECRETARY OF STATE  
JACK H. BRIER • SECRETARY OF STATE



To all to whom these presents shall come, Greeting:

I, JACK H. BRIER, Secretary of State of the State of Kansas, do hereby certify that the following and hereto attached is a true copy of

Articles of Incorporation  
of  
PEPPERWOOD OWNERS ASSOCIATION

FILED:

October 2, 1979

the original of which is now on file and a matter of record in this office.

IN TESTIMONY WHEREOF:

I hereto set my hand and cause to be affixed my official seal.

Done at the City of Topeka, this second day of  
October A.D. 19 79



*Jack H. Brier*  
JACK H. BRIER  
SECRETARY OF STATE

By

*Willie M. Roe*  
Assistant Secretary of State  
Willie M. Roe

79 OCT 2 PM 3:50

FILED  
JACK H. LINSER  
SECRETARY OF STATE  
KANSAS

ARTICLES OF INCORPORATION  
OF  
PEPPERWOOD OWNERS ASSOCIATION

---

In compliance with the requirements of K.S.A. 1978 Supp. 17-6001 et seq., the undersigned, all of whom are residents of Kansas and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is PEPPERWOOD OWNERS ASSOCIATION, hereinafter called the "Association". It shall be a non-profit membership corporation.

ARTICLE II

The address of the corporation's registered office in Sedgwick County is 2225 Hathway Circle, Wichita, Kansas, 67226, Sedgwick County, and the name of the registered agent at said address is Robert R. Fox.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence lots and Common Area within that certain tract of property described as:

Pepperwood First Addition to Wichita,  
Sedgwick County, Kansas;

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Register of Deeds, Sedgwick County, Kansas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Kansas by law may now or hereafter have or exercise.

#### ARTICLE IV

##### MEMBERSHIP

The corporation shall not have the authority to issue capital stock, but shall issue memberships. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE V

##### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3)

votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on November 1, 1982.

#### ARTICLE VI

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Robert R. Fox	7209 Bainbridge Court , Wichita, Ks
Phillip Snodgrass	6918 East 14th, Wichita, Ks
Stephen Critchfield	2338 Bromfield Circle, Wichita, Ks
Fred Knoblauch	2029 N. Woodlawn, Apt. 714 , Wichita, Ks
Henry Schichtle	2221 Bramblewood, #101, Wichita, Ks
Carolyn Owen	2421 Walden Drive , Wichita, Ks
Connie Farha	2029 N. Woodlawn, Apt. 823, Wichita, Ks
Tamara Gross	202 N. Rock Road, Apt. 609, Wichita, Ks
David Peters	3629 N. Webb Road, Wichita, Ks

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

#### ARTICLE VII

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE VIII

##### AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE IX

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Kansas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 29th day of August, 1979.

Robert R. Fox, 1209 Cambridge Ct., Wichita, Ks

Phillip M. Snodgrass, 5918 E. 14th., Wichita, Ks

Stephen N. Critchfield, 2338 Bromfield Circle, Wichita, Ks

Connie Farha, 2029 N. Woodlawn, Apt. 823, Wichita, Ks

Henry E. Schichtle, 2221 Bramblewood, #101, Wichita, Ks

STATE OF KANSAS        )  
                                  ) ss  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me this 29th day of August, 1979, by Robert R. Fox, Phillip M. Snodgrass, Stephen N. Critchfield, Connie Farha and Henry E. Schichtle.

My Appointment Expires:

My Appointment Expires May 17, 1981

Carolyn R. Owen  
Notary Public



PROTECTIVE COVENANTS

The following are Protective Covenants for Pepperwood Addition, a subdivision situated in Wichita, Sedgwick County, Kansas.

PART A - PREAMBLE

WHEREAS, Wichita Development Company, a Delaware Corporation is the sole owner in fee simple of the following land, to-wit:

PEPPERWOOD ADDITION  
Wichita, Sedgwick County, Kansas

AND WHEREAS, the above-described owner is about to sell, convey, and dispose of the property above-described, and desires to subject said property to certain protective restrictions, conditions, covenants, and charges, all of which are hereinafter set forth, to the end that harmonious and attractive development of the property may be accomplished, and that the health, comfort, safety, convenience, and general welfare of subsequent owners of the property may be promoted and safeguarded.

NOW THEREFORE, the following Protective Covenants are adopted to regulate and control the use of the aforesaid land.

PART B - RESIDENTIAL AREA COVENANTS

B-1. Land Use and Building Type. No site shall be used except for residential purposes. Only single-family dwellings, private garages for not more than three cars, and other outbuildings directly incidental to residential use shall be erected, altered, placed, or permitted to remain on any site.

B-2. Architectural Control Committee. No building shall be erected, placed, or altered on any site until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, with respect to topography and finish-grade elevation. No fence or wall shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part C of these Protective Covenants.

B-3-1. Dwelling and Size. The ground-floor area of the main structure, exclusive of one-story porches and garages, shall not be less than 1000 square feet for one-story structures, and the main floor and top level of tri-levels, and 900 square feet for two-story structures and mid-entry homes (both exclusive of basements).

B-3-2. Move and Set. All construction within the subdivision shall be new construction and no previously erected building, structure, or improvement shall be moved and permanently set upon any lot from any other location.

B-4. Building Location. No building shall be located on any site nearer than 25 feet to the front nor 20 feet to the rear lot lines, nor nearer than 15 feet to any side street line. No building (excluding eaves and overhangs) shall be located nearer than 6 feet to an interior side site line. No building, or portion thereof, (including eaves and overhangs) shall ever encroach upon any adjacent site, nor shall any building encroach upon utility easements hereinafter provided for.

B-5. Site Area and Width. No dwelling shall be erected or placed on any site having a width of less than 45 feet at the building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than 6,000 square feet.

Film 397  
Pg 1376  
11-29-79

B-6. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow, obstruct, or retard the flow of water in and through drainage channels in the easement. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which public authority or one or more utility company is responsible.

B-7. Nuisance. No noxious or offensive activity shall be carried on upon any site, nor shall anything be done thereon which may be or may become an annoyance or nuisance in the neighborhood.

B-8. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any site at any time as a residence, either temporarily or permanently.

B-9. Water and Sewer. No individual water supply system or sewage disposal system shall be permitted on any site, and all dwellings must attach to such facilities as may be provided by such water or sanitation district as may serve the area.

#### PART C - ARCHITECTURAL CONTROL COMMITTEE

C-1. Membership. The Architectural Control Committee is composed of Don Wood, Ray Nayar and Phil Snodgrass. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor such representatives as they may designate, shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the area of PEPPERWOOD ADDITION shall have power, through a duly recorded instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its powers and duties. Architectural Control Committee address: 1010 North Main, Wichita, Kansas.

C-2. Procedure. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

C-3. Criteria of Consideration. In addition to all the other criteria herein set forth, the Committee shall generally determine whether the proposed improvement will protect the then value and future values of the properties than located in the subdivision and to be erected therein. The Committee shall in the exercise of its judgment and determination, use reason and good faith. Among the other considerations applied, the Committee will determine and base its approval or rejection upon the fact of whether said proposed improvements are reasonably compatible with other improvements erected and planned in said subdivision.

#### PART D - MISCELLANEOUS

D-1. Signs. No signs of any kind shall be displayed to the public view on any site except one professional sign of not more than one square foot; one sign of not more than six square feet advertising the property for sale or rent, or signs used and erected by a builder to advertise the property during the period when construction and sales of new dwellings occur.

D-2. Oil and Mining Operations. No oil drillings, oil development operations, oil refining, quarrying, or mine operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any site. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any site.

D-3. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any site, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further, such dogs, cats, or other household pets shall not exceed two of any one type of animal for each site.

D-4. Garbage and Refuse Disposal. No site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other wastes shall not be kept except in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

D-5. Sight Distance at Intersection. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain on any corner site in conformity with the applicable resolutions, regulations, and restrictions of the city and county boards and agencies of the City of Wichita, County of Sedgwick, State of Kansas, nor shall any tree be permitted to remain within such areas unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines.

D-6. Radio and TV Antennas. Radio and TV aeriels and antennas shall not exceed eight feet higher than the ridge of any structure and shall be attached to said structure.

D-7. Storage of Boats, Campers, Trailers, Etc. No vehicles, boats, campers, trailers, or other such contraptions or devices shall be stored or permitted to remain for more than five (5) continuous days, on any lot, except within enclosed garages or in completely enclosed, 200-per-cent-secured-from-vision areas in the areas in the rear yard of the residence structure situated thereon.

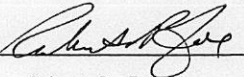
#### PART E - GENERAL PROVISIONS

E-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date they are recorded; after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the owners of the sites has been recorded agreeing to terminate said covenants or change them in whole or in part.

E-2. Enforcement. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages, or both.

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

WICHITA DEVELOPMENT COMPANY

By   
Robert R. Fox


State of Kansas            )  
                                  )    ss.  
City and County of Wichita )

The foregoing instrument was acknowledged before me this 21st day  
of September, 1979, by ROBERT R. FOX, as Attorney of Fact of Wichita  
Development Company.

Witness my hand and official seal.

My Appointment Expires May 17, 1981

My Commission Expires: \_\_\_\_\_

  
\_\_\_\_\_  
NOTARY PUBLIC



I called Phil Snodgrass of  
Comatare 10-2-79 regarding  
this matter. He advised me  
that he had recently sent  
a duplicate original to the  
Secretary of State. I advised  
him to take a certified copy  
of the state-approved document  
to the Register of Deeds whenever  
he got it back from the state.  
He will furnish us with a  
copy also.

From The Office of  
**BETTE F. McCART**  
SEDGWICK COUNTY REGISTER OF DEEDS  
(316) 268-7511

*This should be  
filed first with  
the Secretary of State  
then a Certified copy  
sent to us for  
recording.*

*Thanks  
Pat*

**RECEIVED**  
OFFICE OF CITY CLERK  
SEP 27 1979

<input type="checkbox"/> DG	<input type="checkbox"/> DR
<input type="checkbox"/> Agenda	<input type="checkbox"/> JE
<input type="checkbox"/> File	

ARTICLES OF INCORPORATION  
OF  
PEPPERWOOD OWNERS ASSOCIATION

In compliance with the requirements of K.S.A. 1978 Supp. 17-6001 et seq., the undersigned, all of whom are residents of Kansas and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is PEPPERWOOD OWNERS ASSOCIATION, hereinafter called the "Association". It shall be a non-profit membership corporation.

ARTICLE II

The address of the corporation's registered office in Sedgwick County is 2225 Hathway Circle, Wichita, Kansas, 67226, and the name of the registered agent at said address is Robert R. Fox.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

Pepperwood First Addition to Wichita,  
Sedgwick County, Kansas;

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Register of Deeds, Sedgwick County, Kansas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

*City Clerk returned this to Planning 9-28-79 (1)  
with the note attached from Register of Deeds*

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Kansas by law may now or hereafter have or exercise.

#### ARTICLE IV

##### MEMBERSHIP

The corporation shall not have the authority to issue capital stock, but shall issue memberships. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE V

##### VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B members shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3)

votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on November 1, 1982.

#### ARTICLE VI

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Robert R. Fox	7209 Bainbridge Court
Phillip Snodgrass	6918 East 14th
Stephen Critchfield	2338 Bromfield Circle
Fred Knoblauch	2029 N. Woodlawn, Apt. 714
Henry Schichtle	2221 Bramblewood, #101
Carolyn Owen	2421 Walden Drive
Connie Farha	2029 N. Woodlawn, Apt. 823
Tamara Gross	202 N. Rock Road, Apt. 609
David Peters	3629 N. Webb Road

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

#### ARTICLE VII

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE VIII

##### AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE IX  
FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Kansas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 29th day of August, 1979.

Robert R. Fox  
Robert R. Fox  
Phillip M. Snodgrass  
Phillip M. Snodgrass  
Stephen N. Critchfield  
Stephen N. Critchfield  
Connie Farha  
Connie Farha  
Henry E. Schichtle  
Henry E. Schichtle

STATE OF KANSAS )  
                          ) ss  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me this 29th day of August, 1979, by Robert R. Fox, Phillip M. Snodgrass, Stephen N. Critchfield, Connie Farha and Henry E. Schichtle.

My Appointment Expires:  
My Appointment Expires May 17, 1981

Caroleen D. [Signature]  
Notary Public



RECEIVED  
OFFICE OF CITY CLERK  
SEP 27 1979  
 DG \_\_\_\_\_  DR \_\_\_\_\_  
 Agenda \_\_\_\_\_  JE \_\_\_\_\_  
 File \_\_\_\_\_

THE CITY OF WICHITA  
OFFICE OF CITY MANAGER

DATE October 9, 1979

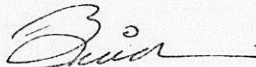
*H*  
*Lowell*

TO R. M. Bruggeman, Director of Public Works  
FROM Robert G. Finch, Deputy City Manager

SUBJECT Proposed Channel Change -- East  
Fork Chisholm Creek

Attached is a copy of a letter from Keller Cordon, Engineer, Kansas State Board of Agriculture, wherein we are advised of an application by Comotara Properties, Inc. for a permit relating to a proposed channel change.

Please respond on behalf of the City to the request for any comments pertaining to the application. Note the October 18, 1979, deadline date and provide this office with a copy of your response.



Robert G. Finch  
Deputy City Manager

RGF/hpd  
Attachment

cc: Robert A. Lakin, Director of Planning (w/a)

**RECEIVED**

OCT 10 1979

METROPOLITAN PLANNING

ROUTE  \_\_\_\_\_



# KANSAS STATE BOARD OF AGRICULTURE

DIVISION OF WATER RESOURCES  
GUY E. GIBSON, Chief Engineer  
1720 SOUTH TOPEKA AVENUE  
TOPEKA, KANSAS 66612  
(913) 296-3717

City of Wichita, Manager
OCI 5 1979
W. W. DUTTSMAN
Secretary
503 Kansas Avenue
Topeka, Kansas 66603

October 4, 1979

Mr. E.H. Denton, City Manager  
City of Wichita, Kansas  
City Hall - 455 N. Main  
Wichita, Kansas 67202

Dear Mr. Denton:

Comotara Properties, Incorporated, Wichita, Kansas, has made application to the Chief Engineer of the Division of Water Resources for approval and a permit relating to a proposed channel change along an unnamed tributary of East Fork Chisholm Creek, at a location in the NW $\frac{1}{4}$  of Section 6, Township 27 South, Range 2 East, City of Wichita, Sedgwick County, Kansas, in accordance with the provisions of K.S.A. 82a-301 to 305a.

You are being advised of the application before the Chief Engineer in order that you may have an opportunity to review the plans and to submit any comments you may have for his consideration. The plans in this office would be made available to you for review anytime during office hours. It is requested that any comments you may have be submitted, in writing, prior to October 18, 1979. If we do not hear from you by that date, it will be presumed that you have no information you wish to have considered.

Very truly yours,

*Keller Gordon*  
Keller Gordon  
Engineer

KC:ss

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

**DATE** September 20, 1979

**TO** Jack H. Galbraith, Chief Planner-Current Plans

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

**SUBJECT** Pepperwood Addition

The plattors of Pepperwood Addition have submitted a valid 100% petition for a water benefit district to serve this plat. Therefore, our requirements for water service to this area have been fulfilled. The petition and resolution will be placed on the City Commission Agenda for approval on our about October 2, 1979.



Bill H. Otten, Chief Engineer  
Water Engineering Division

BHO:sd

WICHITA DEVELOPMENT CO.  
OPERATING ACCOUNT  
WICHITA, KANSAS

DETACH AND RETAIN THIS STATEMENT  
THE ATTACHED CHECK IS IN PAYMENT OF TERMS DESCRIBED BELOW.  
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

DELUXE - FORM WVC-3 V-2

DATE	DESCRIPTION	AMOUNT
8-30-79	guarantee for water in Pepperwood. To be held by the City until petition is completed and then is to be returned to issuer.	\$75,300.00
	<i>Petition (100%) turned in to Water Dept. 9-19-79. Check returned to Elton Parsons of Comatare.</i>	

v.8

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 78-42 Name Pepperwood Addition  
Application & Sketch Filed: 5-8-78  
Preliminary Plat Filed: 5-8-78 Approved by S/D: 5-18-78  
Final Plat Filed: 2-27-79 Approved by S/D: 3-8-79  
Approved by Metropolitan Area Planning Commission: 3-15-79

DESCRIPTION

General Location: Southeast corner of 29th Street North and Woodlawn.

Surveyor or Engineer: Van Doren-Hazard-Stallings  
Owner: Wichita Development Company  
Address: 2225 Hathway Circle

- |  |                       |              |              |
|--|-----------------------|--------------|--------------|
| 1. Gross Acreage of Plat <u>36</u>       | 6. Access Control     |              |              |
| 2. Number of Lots                        | St. Woodlawn          | No. Openings | <u>0</u>     |
| Residential <u>47</u>                    | St. 29th Street       | No. Openings | <u>0</u>     |
| Commercial _____                         | St. _____             | No. Openings | _____        |
| Industrial _____                         | 7. Req'd Improvements |              |              |
| Other _____                              | St. Paving            | Yes          | Water Yes    |
| Total Number of Lots: <u>47</u>          | Sidewalk              | Yes          | Drainage Yes |
| 3. Minimum Lot Area: <u>7000 sq. ft.</u> | Sewer                 | Yes          | Other _____  |
| 4. Existing Zoning: <u>AA</u>            |                       |              |              |
| 5. Special Problems Discussed: _____     |                       |              |              |

100% petitions have been submitted for street paving, storm sewers, and sanitary sewers. A check in the amount of \$75,300.00 has been submitted as a guarantee for water line extensions. A certificate has been submitted certifying the petitions.  
Planning Commission Recommendation:

That this plat be approved subject to:

- A. The issuance of a permit from the State for construction of the proposed lake will be required prior to forwarding this plat to the City Commission.  
(Note: City Engineering has approved the forwarding of this plat prior to issuance of the permit providing the applicant submits a covenant declaring that no residential dwelling structures will be built within the subdivision until the lake permit is granted).
- B. The applicant shall guarantee any drainage improvements required by the platting of this property.
- C. Sidewalks will be installed in accordance with the City policy.
- D. The applicant shall submit a covenant which assures that 4 off-street parking spaces will be provided on each lot adjacent to a 50-foot street.
- E. The applicant shall submit a Homeowners' Association agreement which shall contain provisions setting forth the ownership and maintenance responsibility for the reserves and floodways.
- F. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Cole moved, May seconded and it carried unanimously. Hennessy was absent.

ACTION: Approve the petitions and instruct the Director of Law to prepare the necessary resolutions; instruct the City Clerk to record the construction covenant, certificate, parking covenant and Homeowners' Association with the Register of Deeds; approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign; instruct the Planning Department to withhold release of the plat until all drainage guarantees have been submitted and all sidewalk guarantees (if any) have been submitted.

*NONE under current policy*

C O V E N A N T

WHEREAS, the undersigned, as owner of the property herein-  
after described, has made application to the Metropolitan  
Planning Commission of the City of Wichita and the County of  
Sedgwick for approval of a plat for the development of said  
property; and

WHEREAS, the undersigned desires to obligate itself and  
successors in title to protect the public welfare by agreeing  
to meet the requirements of various public agencies;

NOW, THEREFORE, in consideration of the premises, the  
undersigned hereby makes the following covenants to and with  
the Metropolitan Planning Commission and the City of Wichita,  
Kansas, on behalf of itself and its successors in title to  
said land, as follows:

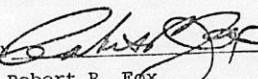
That no construction of residential dwelling structures  
will commence or begin on the following described property un-  
til such time as the undersigned meets and satisfies all  
requirements of the State Board of Water Resources for the  
State of Kansas, or the Wichita-Sedgwick County Flood Control  
Department:

Pepperwood Addition, Wichita, Sedgwick  
County, Kansas.

This instrument shall be recorded in the office of the  
Register of Deeds, Sedgwick County, Kansas, so as to appear in  
the chain of title for said land.

EXECUTED this 30<sup>th</sup> day of August, 1979.

WICHITA DEVELOPMENT COMPANY,  
a Delaware Corporation

By   
Robert R. Fox

Fum 387  
P9- 1146  
9/25/79

STATE OF KANSAS     )  
                          )SS:  
COUNTY OF SEDGWICK )

BE IT REMEMBERED, that on this 3~~rd~~ day of August, 1979, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Robert R. Fox, who is attorney-in-fact of Wichita Development Company, a Delaware corporation, who is personally known to me to be such officer and who is personally known to me to be the same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

Carolyn R. Owen  
Notary Public

My appointment expires:  
My Appointment Expires May 17, 1981



ARTICLES OF INCORPORATION  
OF  
PEPPERWOOD OWNERS ASSOCIATION

In compliance with the requirements of K.S.A. 1978 Supp. 17-6001 et seq., the undersigned, all of whom are residents of Kansas and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is PEPPERWOOD OWNERS ASSOCIATION, hereinafter called the "Association". It shall be a non-profit membership corporation.

ARTICLE II

The address of the corporation's registered office in Sedgwick County is 2225 Hathway Circle, Wichita, Kansas, 67226, and the name of the registered agent at said address is Robert R. Fox.

ARTICLE III

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

Pepperwood First Addition to Wichita,  
Sedgwick County, Kansas;

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Register of Deeds, Sedgwick County, Kansas, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell 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 has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Kansas by law may now or hereafter have or exercise.

#### ARTICLE IV

##### MEMBERSHIP

The corporation shall not have the authority to issue capital stock, but shall issue memberships. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE V

##### VOTING RIGHTS

The Association shall have two classes of voting membership:

**Class A.** Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

**Class B.** The Class B members shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3)

votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on November 1, 1982.

#### ARTICLE VI

##### BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of nine (9) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>Name</u>	<u>Address</u>
Robert R. Fox	7209 Bainbridge Court
Phillip Snodgrass	6918 East 14th
Stephen Critchfield	2338 Bromfield Circle
Fred Knoblauch	2029 N. Woodlawn, Apt. 714
Henry Schichtle	2221 Bramblewood, #101
Carolyn Owen	2421 Walden Drive
Connie Farha	2029 N. Woodlawn, Apt. 823
Tamara Gross	202 N. Rock Road, Apt. 609
David Peters	3629 N. Webb Road

At the first annual meeting the members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

#### ARTICLE VII

##### DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE VIII

##### AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership.

ARTICLE IX  
FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Kansas, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 29th day of August, 1979.

Robert R. Fox  
Robert R. Fox  
Philip M. Snodgrass  
Philip M. Snodgrass  
Stephen N. Critchfield  
Stephen N. Critchfield  
Connie Farha  
Connie Farha  
Henry E. Schichtle  
Henry E. Schichtle

STATE OF KANSAS        )  
                                  ) ss  
COUNTY OF SEDGWICK )

The foregoing instrument was acknowledged before me this 29th day of August, 1979, by Robert R. Fox, Phillip M. Snodgrass, Stephen N. Critchfield, Connie Farha and Henry E. Schichtle.

My Appointment Expires:  
My Appointment Expires May 17, 1981

Caroline P. [Signature]  
Notary Public



DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS

Film 387  
Pages 1134-1140  
9-25-79

THIS DECLARATION, made on the date hereinafter set forth by Wichita  
Development Company, hereinafter referred to as  
"Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of all of Pepperwood Addition to Wichita,  
Sedgwick County, Kansas.

NOW THEREFORE, Declarant hereby declares that all of the properties des-  
cribed 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 prop-  
erties or any part thereof, their heirs, successors and assigns, and shall inure  
to the benefit of each owner thereof.

ARTICLE 1

DEFINITIONS

Section 1. "Association" shall mean and refer to Pepperwood  
Owners Association, 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 (including the im-  
provements thereto) owned by the Association for the common use and enjoyment of the  
owners. The Common Area to be owned by the Association at the time of the convey-  
ance of the first lot is described as follows:

"Reserves" and or "Floodways" to Pepperwood Addition, Wichita, Sedgwick County, Kansas.

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 Common Area.

Section 6. "Declarant" shall mean and refer to Wichita Development Company, 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

Section 1. Rights of City of Wichita. In the event that the Association, 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 the Association setting forth the manner in which the Association 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 the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable values of the properties within the Community Unit Plan and to prevent the Common Areas from becoming a nuisance, may enter upon said Common Areas and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of Declarant may be assessed against the Common Areas in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Common Areas. Should the Association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may within the twenty-day period to be provided in said Notice, apply for a hearing before the Board of City Commissioners to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

ARTICLE III

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 charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) 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;

(c) 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 agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

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 IV

##### 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 the ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on November, 1982.

ARTICLE V

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 therefore, 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, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, 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 his 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 5% 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 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

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 each class of members who are voting in person or by proxy at a meeting duly called for this 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 shall be sent to all members not less than 30 days nor more than 60 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 each class of 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 assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is 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 6 percent 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 or 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 assessment 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.

#### ARTICLE VI

##### ARCHITECTURAL CONTROL

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 herein be made until the plans and specifications showing the nature, kind, shape, height, materials, 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 by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives 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 it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE VII

##### GENERAL PROVISIONS

\* Section 1. Off-Street Parking Requirement. All lots shall provide four (4) off-street parking spaces per lot. On-street parking will be permitted on the east side of the Pepperwood Courts located north of Pepperwood Street and on the west side of the Pepperwood Courts located south of Pepperwood Street.

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 judgement 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 of 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. Any amendment must be recorded.

Section 5. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions, and Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 11th day of September, 1979.

Declarant

By:

*Robert R. Fox*

Robert R. Fox  
Attorney-in-fact  
Wichita Development Company

STATE OF KANSAS

ss:

COUNTY OF SEDGWICK

The foregoing instrument was acknowledged before me this 11th day of September, 1979 by Robert R. Fox, Attorney-in-Fact for Wichita Development Company, a Delaware corporation.

*Caroline P.*  
Notary Public



My Appointment Expires:

My Appointment Expires May 17, 1981

CERTIFICATE

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

I, Wichita Development Company, owner and plat-  
tor of Pepperwood Addition, do hereby  
certify that petitions for the following improvements have been submitted to the  
Board of Commissioners of the City of Wichita, Kansas:

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

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

Signed this 30th day of August, 1979.



Robert R. Fox  
Attorney in fact for Wichita Development Co.

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

Be it remembered that on this 30th day of August 1979, before  
me, a notary public in and for said County and State, came Robert R. Fox  
to me personally known to be the same person who executed the fore-going instrument  
of writing and duly acknowledge the execution of same.

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

Cynthia R. Owen  
Notary Public

My Appointment Expires:

My Appointment Expires May 17, 1981



COURTHOUSE, WICHITA, KS. 67203

SALE/REDEMPTION NO: 77-06E7

DATE: 9-10-79

PAYER: *[Signature]*  
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: *[Signature]*  
BY: *[Signature]*

WICHITA LAND CO  
L & S SHEET ASSOCIATES  
PC EG 245  
KING OF PRUSSIA PA 19406

E 1/2 N 1/4 SEC 6-27-2E  
'9 1,268.11 163.70

77-RE-05-0025-13-6  
C -00177-00UP-  
FULL 6702

1,431.81 R436 804967

<input type="checkbox"/> CA	INT. AFTER SALE	TOTAL
<input type="checkbox"/> CK		
<input type="checkbox"/> TAX		
<input type="checkbox"/> CHG		
	112.57	1431.81

GENERAL TAX	MISC. SPECIALS	TAX AMOUNT	INT. & ADV. BEFORE SALE	SALE AMOUNT
1,268.11		1,268.11	50.38 703.70	1,431.81

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

*Pepperwood  
tail receipts*

SEDGWICK COUNTY TREASURER  
 P.O. BOX 2909 WICHITA KANSAS 67201

**TAX STATEMENT**

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

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	HALF TAX	TOTAL DUE			
12,060	113.370	1,367.24			1,367.24			
18.09	202.89	663.36	5.81	459.01	18.09			
STATE	COUNTY	COUNTY OF DISTRICT	SCHOOL	DATE SCHOOL FUND	CITY	TOWNSHIP	OTHER TAXES	BREAK DOWN
1978 REAL ESTATE		TAXED ITEMS			UNPAID TAXES 77			
E 1/2 NW 1/4 SEC 6-27-2E								
6A AUG 10 79	1,367.24	63.31	1,430.55	6195	690670			

INCOME UNDER 10,000? AFTER JANUARY 1, HOMESTEAD & SALES TAX REFUND FORMS  
 AVAILABLE FROM KANSAS DEPT. OF REVENUE, OR COUNTY CLERK, IF YOU QUALIFY

-C -00177-000P-  
 INSTRUCTIONS ON BACK



CA \_\_\_\_\_  
 CK \_\_\_\_\_

78-RT-75-0026-02-7 07-02  
 WICHITA LAND CO  
 SECRETARA PROPERTIES INC  
 2225 HATHAWAY  
 WICHITA KS 67205

COURTHOUSE, WICHITA, KS 67203  
 SALE/REDEMPTION NO: 7-1669

DATE: 7-14-79  
 PAYER: *Wichita Development Co*  
 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: *James D. Luffell*  
 BY: *Deborah L. Lewis*

WICHITA LAND CO  
 L & S SHEET ASSOCIATES  
 P.O. BOX 249  
 KING OF PRUSSIA PA 19406

GCV LCT 4 IN W 1/2 NW  
 P44 SEC 16-27-2E  
 1,667.81 215.30

77-RL-05-0025-15-G  
 C - 00176-00UP-  
 FULL 6702  
 1,883.11 R436 804968

<input type="checkbox"/> CA	INT. AFTER SALE	TOTAL
<input type="checkbox"/> CK		
<input type="checkbox"/> TAX		
<input type="checkbox"/> CHG		
	148.53	1883.11

GENERAL TAX	MISC. SPECIALS	TAX AMOUNT	INT & ADV. BEFORE SALE	SALE AMOUNT
542.57	67 1,125.24	1,667.81	66.25 1.00 215.30	1,735.00

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

VIEW INFORMATION ON THIS SUBJECT...

SEDGWICK COUNTY TREASURER  
 P.O. BOX 2909 WICHITA KANSAS 672

# TAX STATEMENT

STATEMENT IS \$10.00 OR LESS  
 IT MUST BE PAID IN FULL

VALUATION		MILL LEVY		GENERAL TAX		OTHER TAX		HALF TAX		TOTAL DUE	
5.160		113.370		504.99		1,082.04				1,667.03	
7.74		85.80		1365.88		2.68		196.33		7.74	
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES		BREAK-DOWN		
1978 REAL ESTATE											
TAXED ITEMS											
UNPAID TAXES 77											
GOV LOT 4 IN W 1/2 NW											
1/4 SEC 6-27-2E											
6A AUG 10 79											
1,667.03		77.28		1,744.31		6195		690671			

INCOME UNDER 10,000? AFTER JANUARY 1, HOMESTEAD & SALES TAX REFUND FORMS  
 AVAILABLE FROM KANSAS DEPT. OF REVENUE, OR COUNTY CLERK, IF YOU QUALIFY.

-C -00178-00UP-  
 INSTRUCTIONS ON BACK

INTEREST  
 11/12

78-RE-05-0024-05-1 67-02  
 WICHITA LAND CO  
 SCOTTARA PROPERTIES INC  
 2225 HATHWAY CIR  
 WICHITA KS 67226

CA  
 CK

## 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.

*Frank R. [Signature]*  
Authorized Signatory



## 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  
274264

Effective Date  
March 12, 1979 @ 7:00 A. M.

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

Proposed Insured:

City of Wichita

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

Proposed Insured:

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

Wichita Development Company, a Delaware Corporation

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

Beginning at the intersection of the East right of way line of Woodlawn Boulevard and the North line of Hinkles Addition to Wichita, Sedgwick County, Kansas in the Northwest Quarter of Section 6, Township 27 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas; thence Northerly along said East right of way line bearing North  $0^{\circ} 43' 49''$  W, 1300.94 feet to the South right of way line of Twenty-Ninth Street North; thence Easterly along said South right of way line bearing North  $88^{\circ} 53' 01''$  E, 1400.18 feet; thence South  $1^{\circ} 04' 59''$  E, 140.00 feet; thence South  $43^{\circ} 40' 28''$  W, 264.08 feet; thence South  $0^{\circ} 55' 45''$  E, 981.93 feet; thence South  $89^{\circ} 19' 04''$  W, 130.00 feet to the Northeast Corner of Hinkles Addition; thence Westerly along the North line of said addition bearing South  $89^{\circ} 19' 04''$  W, 1089.64 feet to the point of beginning.

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. *OK* General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs): Year 1977 Taxes \$1,268.11+ not paid; Year 1978 Taxes \$1,367.24+ not paid. Key #C-177-UP. Year 1977 Taxes \$1,667.81+ not paid; Year 1978 Taxes \$1,667.03+ not paid. Key #C-178-UP.
9. *See  
check  
copy of  
receipt  
dated 8-10-77* City of Wichita Ordinance No. 33-543 provides that the owners of captioned property, are granted a delay in commencement of special assessments for construction of Main 7, Sanitary Sewer No. 23, for a period of 15 years provided however that all such special assessments shall become due and payable at the such property is platted or developed, or the expiration of the designated period of delay.
10. Easement to the City of Wichita, over the North 15 feet of captioned property, for sewer system, created by instrument filed on Film 69, Page 38.
11. Easement to the City of Wichita, over the North 25 feet of captioned property, for their public utilities, created by instrument filed on Film 316, Page 148.
12. 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 \_\_\_\_\_ Owners \_\_\_\_\_

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

13. 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. (With other property).
14. 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. (With other property).
15. Second Supplemental First Mortgage dated August 13, 1973, executed by Comotara, Inc., to First National Bank, filed November 1, 1973, in Book 80, Page 323. (With other property).
16. Mortgage dated October 15, 1973, executed by Wichita Land Company, to First National City Bank, filed December 7, 1973, in Book 83, Page 1281. (With other property).
17. Second Mortgage dated March 2, 1973, executed by Jack P. DeBoer Associates, Inc., to First National City Bank, filed March 2, 1973, in Book 50, Page 342. (With other property).

March 16, 1979

Van Doren-Hazard-Stallings  
260 N. Rock Rd., Suite 250  
Wichita, Ks. 67206

Re: S/D 78-42 - Final plat of Pepperwood Addition

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on Thursday, March 15, 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 Sub-division Committee subject to the conditions stated in our letter of March 9, 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:

- 8-30 1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- 8-29 2. Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the platlor.
- 8-29 3. 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,

Louise Olivares  
Junior Planner

LO:bh

cc: Comotara Dev. and Comotara Prop., Inc. 2225 Hathway Circle, 67226

March 9, 1979

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

Re: S/D 78-42 - Final plat of Pepperwood Addition

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, March 8, 1979, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- Control has approved*
- Engineers Flood  
a Commission  
is, ing, no build  
in this & d. action  
of State Board of  
Water Resources  
Flood Control Office  
are satisfied*
- A. It is proposed that a lake with approximately 35 acre-foot of storage capacity will be constructed in the Floodway Reserve. The applicant's engineer is in the process of applying for a lake permit from the State Board of Agriculture Division of Water Resources. State approval of the lake and the subsequent issuance of a lake permit will be required prior to the forwarding of this plat to the City Commission. If the condition of approval for the lake requires a change in the plat design, a revised final plat must be submitted to the Subdivision Committee for review.
- B. Additional hydrology information for the inflow channels as requested by the Flood Control Office shall be submitted by the applicant's engineer.
- C. The applicant shall guarantee any drainage improvements required by the platting of this property.
- D. Any raising, lowering, encasement or relocation of the KANEB pipeline will be at the sole expense of the applicant. The applicant's engineer has assured KANEB that their pipeline will not be covered by water in the lake they will be constructing.
- E. Any relocation or repair of the K.G. and E lines now located in a private easement, will become part of street right-of-way for 29th St North will be at the sole expense of the applicant.

Van Doren-Hazard-Stallings

3-9-79

Page 2

- Petition for sewer*
- P. The applicant shall guarantee the installation of sanitary sewer and City water to serve each lot. *\$75,300 check for water*
- G. The applicant shall guarantee the paving of all interior streets. *(Petition submitted 7-17. Check returned)*

*relations*

*(B.C.C. to consider review of sidewalk of plat, 7-7-79) 9-5-79 BCC decision on policy action 4 weeks*

- H. Since no sidewalk plan was submitted for review with the final plat as discussed at the preliminary plat hearing, it is assumed that sidewalks will be installed in accordance with the City policy which requires walks on both sides of all streets. Therefore, 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. *9-11-79 sidewalk policy requires walks on both sides of collector. No collectors in Pepperwood area.*
- I. The applicant shall submit a covenant to be forwarded with the plat to the City Commission which assures that 4 off-street parking spaces will be provided on each lot adjacent to a 58 foot street. *part of Declaration of Covenants...*
- J. The applicant shall submit a Homeowners' Association agreement for review which shall contain provisions setting forth the ownership and maintenance responsibility for the reserves and floodways.
- K. The access control notation on Woodlawn adjacent to Block 2 shall be revised to indicate "Complete access control". The change shall also be made in the plat's text.
- L. The minimum pad restriction noted on the face of the plat shall also be referenced in the plat's text.
- M. 10-foot utility easements shall be added between Lots 6 and 7 and between Lots 14 and 15 in Block 2. *7-8 157 160*
- N. Recording of the plat within 30 days after approval by the Board of City Commissioners.

*lot #s changed*

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, March 15, 1979, at 1:30 p.m. If you have any questions regarding this matter, please call.

Sincerely,  
Louise Olivarez  
Junior Planner  
LO:bh

Van Doren-Hazard-Stallings  
3-9-79  
Page 3

cc: Comotara Dev. Copp. and Comotara Properties, Inc.  
2225 Hathway Circle, 67226  
Dean Sellers, Assistant City Engineer

S/D NO. 78-42 Name Pepperwood Addition  
 Date Application Rec'd. 5-8-78 Preliminary Approval 5-18-78  
 Scheduled S/D Meeting 7-9-79

DESCRIPTION

General Location Southeast corner, Woodlawn and 29th Street North

Owner Comotara Development Corporation  
 Surveyor/Engineer Van Doren-Hazard-Stallings  
 Address 260 N. Rock Rd, Suite 250, 67206 Phone 686-7303

- |  |  |
|--|--|
| <p>1. Gross Acreage of Plat _____</p> <p>2. Number of Lots:<br/>                 Residential <u>46</u><br/>                 Commercial _____<br/>                 Industrial _____<br/>                 Other _____<br/>                 Total Number of Lots <u>46</u></p> <p>3. Minimum Lot Frontage <u>65'</u> at setback _____ ft.</p> <p>4. Minimum Lot Area <u>7700</u> ft.</p> <p>5. Existing Zoning <u>LC &amp; AA</u></p> <p>6. Proposed Zoning <u>AA under CUP (DP-73)</u></p> <p>9. Public Water Supply <u>Yes</u> (Yes-No), Name _____</p> <p>10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name _____</p> <p>11. Health Department Approval (where applicable) <u>N/A</u></p> <p>12. City of Wichita <u>Yes</u>: Three-Mile Area _____ (Yes-No)</p> | <p>7. Lineal Feet of New Streets:<br/>                 a. _____ R/W _____ ft.<br/>                 b. _____ R/W _____ ft.<br/>                 c. _____ R/W _____ ft.<br/>                 d. _____ R/W _____ ft.<br/>                 e. _____ R/W _____ ft.<br/>                 TOTAL _____ ft.</p> <p>8. Sidewalk adjacent to all streets? <u>X</u> yes _____ no</p> |
|--|--|

STAFF COMMENTS:

- A. It is proposed that a lake with approximately 35 acre-feet of storage capacity will be constructed in the Floodway Reserve. The applicant's engineer is in the process of applying for a lake permit from the State Board of Agriculture Division of Water Resources. State approval of the lake and the subsequent issuance of a lake permit will be required prior to the forwarding of this plat to the City Commission. If the condition of approval for the lake requires a change in the plat design, a revised final plat must be submitted to the Subdivision Committee for review.
- B. Additional hydrology information for the inflow channels as requested by the Flood Control Office shall be submitted by the applicant's engineer.
- C. The applicant shall guarantee any drainage improvements required by the platting of this property.
- D. Any raising, lowering, encasement or relocation of the KANEB pipeline will be at the sole expense of the applicant.
- E. Any relocation or repair of the K.G. and E. lines now located in a private easement which will become part of street right-of-way for 29th Street North will be at the sole expense of the applicant.
- F. The applicant shall guarantee the installation of sanitary sewer and City water to serve each lot.
- G. The applicant shall guarantee the paving of all interior streets.
- H. Since no sidewalk plan was submitted for review with the final plat as discussed at the preliminary plat hearing, it is assumed that sidewalks will be installed in accordance with the City policy which requires walks on both sides of all streets. Therefore, the applicant

(over)

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.

- I. The applicant shall submit a covenant to be forwarded with the plat to the City Commission which assures that 4 off-street parking spaces will be provided on each lot adjacent to a 58 foot street.
- J. The applicant shall submit a Homeowners' Association agreement for review which shall contain provisions setting forth the ownership and maintenance responsibility for the reserves and floodways.
- K. The access control notation on Woodlawn adjacent to Block 2 shall be revised to indicate "Complete access control." The change shall also be made in the plat's text.
- L. The minimum pad restriction noted on the face of the plat shall also be referenced in the plat's text.
- M. Recording of the plat within 30 days after approval by the Board of City Commissioners.



THE ELECTRIC COMPANY

KANSAS GAS AND ELECTRIC COMPANY

January 2, 1979

GLENN L. KOESTER  
VICE PRESIDENT-OPERATIONS

Mr Stephen E Anderson  
Van Doren-Hazard-Stallings  
250 Rockborough Building  
260 N Rock Road  
Wichita, KS 67206

Dear Mr Anderson:

Kansas Gas and Electric Company has no objection to the dedication of a 70 foot wide street across our easement in the northwest quarter of Section 6, Township 27 South, Range 2 East in Sedgwick County, Kansas as shown on the preliminary plat of Pepperwood Addition dated April 25, 1978 and revised May 19, 1978. Also, KG&E will allow street pavement and utilities to be constructed within the dedicated street right-of-way, subject to the following conditions:

- 1) KG&E shall be indemnified against loss, damage, cost and expense resulting from damage to its property and KG&E shall be held harmless from all claims resulting from damages to the property or injury to the person of others.
- 2) KG&E shall be reimbursed for any and all expense for repair, movement or relocation of utilities caused by the installation of the street.
- 3) You are informed that KG&E has a 12 kv underground line parallel to and a few feet south of the south line of Pepperwood Addition. Before excavating in this area, please contact Jerry Young, Division Line Supervisor at 1900 East Central, 261-6375, who will cause the underground line to be located.

Thank you for your cooperation.

Yours very truly,

*Glenn L. Koester*

GLK/ash



## Kaneb Pipe Line Company

Suite 550, 100 North Broadway • Wichita, Kansas 67202 • (316) 262-1408

December 15, 1978

Mr. Curtis Newby  
City Planning Department  
City Hall Building, 10th Floor  
455 North Main  
Wichita, Kansas 67202

*MAPD RECEIVED  
12-18-78 C.S.V.*

RE: Kaneb Pipe Line Company easement  
across the proposed Comotara-Pepperwood  
Subdivision located in the NW 1/4 Section,  
T-27-S, R-2-E, Sedgwick County, State  
of Kansas.

Dear Mr. Newby:

By letter dated June 1, 1978, Kaneb Pipe Line Company was contacted by the Wichita Development Co., a Mr. Philip Snodgrass, Vice President - Operations of Comotara Properties, Inc., requesting information related to our pipeline easement crossing the subject property to be subdivided.

By return letter dated June 15, 1978, I submitted to Mr. Snodgrass an outline of the requirements needed by Kaneb in order to provide access to our pipeline as well as protection to our pipeline as well as public safety. In order to ensure that our requirements be met related to the final subdivision approval by the City of Wichita, I would like to offer for your review the following conditions Kaneb will need incorporated in the final subdivision plat.

Attached hereto you will find copies of our right of way grant along with a partial release recorded February 7, 1962. This partial release provides for an easement 16 1/2 feet each side of our existing 8 inch pipeline for a total easement width of 33 feet.

After review of the preliminary plat, three major items must be considered in your final subdivision approval.

\* The first being that our pipeline as shown on the preliminary plat will cross three Cul-de-Sacs shown on the plat as Pepperwood Ct. Kaneb has no objections to the Cul-de-Sacs being built over our pipeline, however, it must be pointed out that Kaneb would require that the line be cased according the pipeline casing procedures across the three streets in question from curb line to curb line.

The line casing material and labor would be furnished by Kaneb, however, all costs related to the casing installation would be borne by the Wichita Development Co. as a Utility Adjustment.

New York Stock Exchange Symbol—KAB

Mr. Curtis Newby, continued

December 15, 1978

The second item under consideration is the drainage area designed as a lake or floodway which could at times cover our pipeline with water. Kaneb could not permit the pipeline to be covered with water for extended periods. It seems to be that the proposed lake could be redesigned in order to lower the high water line from the elevation as shown on the preliminary plat. The excavation needed to construct the drainage or floodway across our pipeline is not known at this time, however, depending on the existing depth of our pipeline and the proposed excavation needed in order to construct the drainage could necessitate the lowering of our pipeline in this area. Again, the cost related to any pipeline adjustment in the drainage area must be regarded as a utility adjustment and all cost borne by the developer.

Kaneb would have no objections to relocating our pipeline around the proposed lake area, however we would prefer that the lake area be redesigned as not to affect our line location in this area.

The third item of interest is the building or construction set-backs at or near our pipeline location.

Kaneb must maintain the 33 foot easement in order to have access to the pipeline at all times. It should be pointed out that no engineering structures or other utilities will be permitted on the 33 foot wide easement. No utility lines may run parallel to our pipeline within the 33 foot easement. Other utility lines may be permitted to cross our easement provided they are placed a minimum of one foot below our line.

When the final plat is approved and recorded, our easement should become an integrated part of the recorded subdivision plat and all easement lines be platted along with the subdivision using the same engineering control points along with bearings, distance and other engineering data to conform with the final subdivision plat control points.

In June of this year, a Kaneb Pipe Line Company crew staked the center line location of the 8 inch pipeline in order to provide the exact location to the Consulting Engineering Company in order that all survey and engineering data be uniform with the final survey.

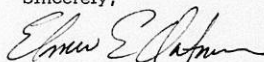
I hope I have provided you with the necessary information related to our pipeline easement across the property in question as well as Kaneb's position on our rights in the matter. Kaneb Pipe Line Company would like to be notified in advance of any City Planning Department hearings related to the subject preliminary plat approvals or final subdivision approval.

Mr. Curtis Newby, continued

December 15, 1978

If you need additional information on the subject, please feel free to call.

Sincerely,



Elmer E. Oatman  
Field Engineer

EEO/bm

attachments

cc: Wichita Development Corporation  
2225 Hathway Circle  
Wichita, Kansas 67226

Mr. Steven E. Anderson  
Van Doren-Hazard-Stallings  
250 Rockborough Building  
260 North Rock Road  
Wichita, Kansas 67206

Mr. Roy Brown  
Kaneb Pipe Line Company

No. 1

RIGHT OF WAY GRANT

Recorded in Book "310" of Miscellaneous, page 556


Filed Oct. 9, 1953; 1:30 P.M.

FOR AND IN CONSIDERATION OF THE SUM OF \$392.00 the receipt of which is hereby acknowledged, E. J. Hinkle and Geo. W. Hinkle, her husband, hereinafter referred to as Grantors, (whether one or more) do hereby grant, convey and warrant unto Kanab Pipe Line Company, a Delaware corporation, its successors and assigns hereinafter referred to as Grantee, the right to lay, construct, maintain, inspect, operate, protect, repair, replace, change the size of or remove a pipe line or pipe lines, and appurtenances necessary for and incident to the operation and protection thereof, for the transportation of oil, gas, petroleum or any of its products, along a route to be selected by Grantee on, over and through the following described lands, of which Grantors warrant they are the owners in fee simple, situated in Sedgwick County, State of Kansas, to-wit:

The North Half (N/2) of Section 6, Township 27 South, Range 2 East, and The East Half of the Northeast Quarter (E/2 NE/4) of Section 1, Township 27 South, Range 1 East.

together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid. Grantors to have the right to fully use and enjoy the above described premises, except as to the right herein granted; and Grantors agree not to build, create or construct, nor permit to be built, created or constructed, any obstruction, building, engineering works, or other structure over said pipe line or lines. Grantee hereby agrees to pay any damages which may arise to crops, pasturage, timber, fences or buildings of said Grantors from the exercise of the rights herein granted, said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by Grantors, one by Grantee, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Should more than one pipe line be laid under this grant, at any time, an additional consideration, equal to the consideration hereinabove recited, shall be paid for each line laid after the first line; all subsequent lines shall be laid adjacent to an parallel with the first line. It is agreed that any payment due hereunder may be made direct to said Grantees or any one of them.

  
Vick  
Vick  
Inc.



8

No. 1 cont'd

-2-

Any pipe line or lines constructed by Grantee across lands hereinabove described shall, at the time of the construction thereof, be buried to such depth as will not interfere with the ordinary cultivation of said lands.

(55c I.R.S. Cancelled)

The rights herein granted may be assigned in whole or in part.

The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantors herein have hereunto set their hands and seals this 14 day of August, 1953.

E. J. Hinkle  
C. W. Hinkle

State of Kansas, Co. of Sedg.

Signed, sealed and delivered in the presence of:

(Seal)

Muriel A. Upton, Notary Public

My commission up  
1-17-54

Ack'd August 14th, 1953, by G. W. Hinkle and E. J. Hinkle, his wife, before Muriel A. Upton, Notary Public, Sedgwick County, Kansas (Seal).

-gc-



No. 4

PARTIAL RELEASE OF RIGHT-OF-WAY EASEMENT

Recorded in Book "495" of Miscellaneous, page 351

Filed Feb. 7, 1962; 2:05 P.M.

For a valuable consideration, the receipt of which is hereby acknowledged, the Kanab Pipe Line Company does hereby forever relinquish, release and waive its right-of-way easements dated September 30, 1954, and August 14, 1953, over and across

The East Half (E/2) and the North Half (N/2) of Section 6, Township 27 South, Range 2 East, and the East Half of the Northeast Quarter (E/2 NE/4) of Section 1, Township 27 South, Range 1 East, excepting and reserving, however, a tract of land which its pipe line crosses said East Half (E/2) and the North Half (N/2) of Section 6, Township 27 South, Range 2 East, and, the East Half of the Northeast Quarter (E/2 NE/4) of Section 1, Township 27 South, Range 1 East, 16½ feet on each side of a line which begins as:

A point 15 feet South of the Northwest corner (NW/c) of the East Half of the Northeast Quarter of Section 1, Township 27 South, Range 1 East, Sedgwick County, Kansas; thence proceeds in a Southeasterly direction to a point in the East line of said Section 1 and said point being approximately 405 feet South of the Northeast corner of Section 1; thence continues in a Southeasterly direction to a point in the East line of Section 6, said point being approximately 813 feet North of the Southeast corner of the Northeast Quarter of Section 6, Township 27 South, Range 2 East, Sedgwick County, Kansas.


(Seal)

KANAB PIPE LINE COMPANY  
By R. L. Staples,  
Vice President and General Manager

Attest:

John B. Padkaud, Asst. Sec'y  
Lucille M. Callaway, Secretary.



  
Vice  
President  
and  
General  
Manager

No. 4 . . . cont'd

Ack'd December 5th, 1961, by Robert L. Staples, Vice President and General Manager of Kansas Pipe Line Company, a Delaware Corporation, and he duly acknowledged the execution of the same for an on behalf of and as the act and deed of said corporation, before Lucille M. Callaway, Notary Public, Butler County, Kansas (Seal).



Staples,  
Vice  
President,  
Kansas  
Pipe Line  
Company,  
Inc.

-gc-



June 27, 1978

Mr. Robert Fox  
Comotara Properties, Inc.  
2225 Hathway Circle  
Wichita, Kansas 67220

Re: Zone case 2-1707 and associated plat S/D 78-42 Pepperwood  
Addition

Dear Mr. Fox:

In 1975, a zone change request from "AA" and "LC" to "AA" was processed for land between Woodlawn and Rock Road and between 21st Street and 29th Street North. This zone change included all land which was a part of the residential community unit plan DP-73. Actually the only light commercial zoning was at the southeast corner of 29th and Woodlawn and this property has now been included in the preliminary plat of Pepperwood Addition.

Zone case 2-1707 was approved by the Board of City Commissioners on July 1, 1975, subject to platting within three years. Since it will not be possible to record the plat of Pepperwood Addition before the deadline date of July 1, 1978, you will need to request an extension of the platting time. Please address your letter of request to E. H. Denton, City Manager, and send a copy to Jack Galbraith of this office. Your letter should state the amount of additional platting time needed and why the proceedings have not been completed within the three years' time originally granted.

If you have any questions regarding this matter, please call me at 268-4421

Sincerely,

Louise Olivarez  
Junior Planner

LO:et

*7-11-78 when amended DP-73 is considered*  
6-30-78 Jack S. will ask B.C.C. to authorize the publication of this zoning ordinance without waiting for Pepperwood Addition to be recorded.

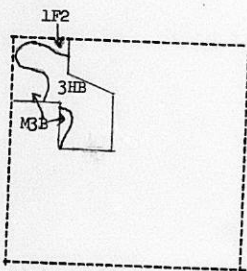
Mr. Robert Fox  
June 27, 1978  
Page Two

cc:  
Bill Yung, 1355 N. Waco, Wichita, Kansas 67203  
Van Doren-Hazard-Stallings, 260 N. Rock Rd., Suite 250, Wichita,  
Kansas 67206

DATE: 5-17-78

PROPERTY NAME: PEPPERWOOD ADDITION

LOCATION: Southeast corner of intersection of Woodlawn and 29th Street North

MAILED TO: Bill G. Tung  
Design Consultant  
1355 N. Waco  
Wichita, Kansas 67203PREPARED BY: Larry L. Henry  
District Conservationist  
USDA-Soil Conservation Service  
4100 Maple, Wichita, Kansas  
942-8422 67209REQUESTED BY: Wichita-Sedgwick County  
Metropolitan Area Planning  
Commission

Scale: 4" equals 1 mile

Situation and/or Problems:

The soils in this area are very tight and because of slope they are subject to water erosion. Proper precautions should be taken during constructions.

SymbolsSOILS LEGEND

<u>Soil</u>	<u>Brief Description</u>
M3B Farmum loam, 1 to 3 percent slopes Class IIe-1	Deep, gently sloping, well drained soils on terraces and uplands. These soils have medium runoff and high available water capacity. Permeability is moderate and moderately slow.
1F2 Tabler silty clay loam, Class IIs-1	Deep, level and nearly level, moderately well-drained soils on upland and terraces. These soils have slow runoff and high available water capacity. Permeability is very slow.
3HB Rosehill silty clay 1 to 3 percent slopes Class IIIC-3	Moderately deep and shallow, gently sloping, well drained soils on uplands. These soils have medium to rapid and low available water capacity. Permeability is slow and very slow.



SCCD-CONS-5 (con't)  
RESOURCE MANAGEMENT INVENTORY FOR URBANIZING LAND

SOIL INTERPRETATIONS

<u>Symbol</u>	<u>Soil</u>	<u>Item</u>	<u>Limitation</u>	<u>Reason</u>
KGB		Dwellings	Moderate	Low Strength
		Local roads & streets	Severe	Shrink Swell
3EB		Dwellings	Severe	Low Strength
		Dwellings	Severe	Shrink Swell
1F2		Local roads & streets	Severe	Low Strength
		Dwellings	Severe	Shrink Swell
		Dwellings	Severe	Low Strength
		Local roads & streets	Severe	Shrink Swell

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. 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.
4. Temporarily stabilize each segment of graded or otherwise disturbed land, by seeding and mulching or by 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.
5. 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.
6. Stabilize each lot within 60 days after work starts on home or other building construction.
7. Backfill, compact, seed and mulch trenches within 60 days after they are opened.
8. 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.

May 22, 1978

Bill G. Yung  
1355 North Waco  
Wichita, Kansas 67203

Re: S/D 78-42 Preliminary plat of Pepperwood Addition

Dear Mr. Yung:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, May 18, 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:

- 2-1707
- A. Approval of the plat is subject to the approval of the amended associated C.U.P. DP-73.
  - B. The applicant shall submit a zone change request from "LC", Light Commercial to "AA" single family zoning for the area presently zoned "LC" at the southeast corner of 29th and Woodlawn.
  - C. The applicant shall obtain and submit a letter from the KANEB Company indicating what building setback, if any, from their pipeline crossing subject property should be reflected on the plat. The applicant shall be advised that most gas and oil companies require that no structures be built nearer than 50 feet to their pipeline. *see memo of 12-15-78*
  - D. Any raising, lowering, encasements, or relocation of the pipeline crossing subject property due to improvements such as street pavement and drainage improvements, shall be at the sole expense of the applicant.  
*see letter from K.G. & E. dated 1/2/79*
- The applicant shall obtain and submit a letter from Kansas Gas & Electric Company indicating approval for the installation of street pavement over their 100 foot easement.

- F. <sup>working on</sup> The applicant shall submit three copies of a parking plan for the 58 foot streets, on which the one side of the streets where parking will be permitted has been indicated.
- G. <sup>working on</sup> The applicant shall submit a covenant to be forwarded with the plat to the City Commission which assures that 4 off-street parking spaces will be provided on each lot adjacent to a 58 foot street.
- H. The applicant shall submit a drainage plan for subject property for review and approval by the Flood Control Office and the Engineering Division of Public Works. Letters obtained from said Departments approving the drainage plan shall be submitted to the Planning Department.
- I. The applicant's engineer shall indicate on the final plat the various side lot utility easements requested by Kansas Gas & Electric Company.
- J. The applicant and/or his engineer shall contact Roberta Mendenhall, Administrative Division of Department of Public Works relative to the street names indicated on the plat.
- K. The applicant shall guarantee any drainage improvements required with the plat.
- L. The applicant shall guarantee the installation of sanitary sewer to serve each lot being platted.
- M. The applicant shall guarantee the installation of City water to serve each lot being platted.
- N. The applicant shall guarantee the paving of all interior streets.
- O. The applicant shall submit his sidewalk plan with the final plat for review and approval.
- P. The applicant shall submit a Homeowner's Association agreement for review which shall contain provisions setting forth the ownership of and maintenance responsibility for the open space and floodway areas indicated on the plat.
- Q. The open space and floodway areas shall be designated as reserves on the final plat.
- R. A Division of Water Resources of the State Board of Agriculture permit may be required for the proposed lake indicated on the preliminary plat. The Flood Control office shall be contacted regarding this matter.

Page Three

- S. Both telephone and electric service shall be installed underground.
- T. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Enclosed is a "certificate form" which needs to be filled out and returned with the petition for the various required improvements, and a marked "engineer's copy" of the preliminary plat for your information. If you have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:et  
cc:

Dean Sellers, Assistant City Engineer  
Roberta Mendonhall, Public Works Administration  
Comotara Development Corp., 2225 Hathway Circle, Wichita, Ks 67226

PRELIMINARY PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 78-42 Name Pepperwood Addition  
Date Application Rec'd. 5-8-78 Preliminary Approval \_\_\_\_\_  
Scheduled S/D Meeting 5-18-78

DESCRIPTION

General Location Southeast corner of intersection of Woodlawn and 29th  
Street North  
Owner Comotara Development Company  
Surveyor/Engineer Bill G. Yung Design  
Address 1355 N. Waco (67203) Phone 264-0676

1. Gross Acreage of Plat 94.2±
2. Number of Lots:
  - Residential 146
  - Commercial \_\_\_\_\_
  - Industrial \_\_\_\_\_
  - Other \_\_\_\_\_
3. Minimum Lot Frontage 65' at setback ft.
4. Minimum Lot Area 7700 ft.
5. Existing Zoning LC & AA
6. Proposed Zoning AA under CUP (DP-73)
7. Lineal Feet of New Streets:
  - a. 70 R/W 1050 ft.
  - b. 64 R/W 3000 ft.
  - c. 58 R/W 4850 ft.
  - d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - TOTAL 8900 ft.
8. Sidewalk adjacent to all streets? X 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 \_\_\_\_\_

STAFF COMMENTS:

- A. Approval of the plat is subject to the approval of the amended associated C.U.P. DP-73.
- B. The applicant shall submit a zone change request from "LC", Light Commercial to "AA" single family zoning for the area presently zoned "LC" at the southeast corner of 29th and Woodlawn.
- C. The applicant shall obtain and submit a letter from the KANEB Company indicating what building setback, if any, from their pipeline crossing subject property should be reflected on the plat. The applicant shall be advised that most gas and oil companies require that no structures be built nearer than 50 feet to their pipeline.
- D. Any raising, lowering encasements, or relocation of the pipeline crossing subject property due to improvements such as street pavement and drainage improvements, shall be at the sole expense of the applicant.
- E. The applicant shall obtain and submit a letter from Kansas Gas & Electric Company indicating approval for the installation of street pavement over their 100 foot easement.
- F. The applicant shall submit three copies of a parking plan for the 58 foot streets, on which the one side of the streets where parking will be permitted has been indicated.
- G. The applicant shall submit a covenant to be forwarded with the plat to the City Commission which assures that 4 off-street parking spaces will be provided on each lot adjacent to a 58 foot street.
- H. The applicant shall submit a drainage plan for subject property for review and approval by the Flood Control Office and the Engineering Division of Public Works. Letters obtained from said Departments approving the drainage plan shall be submitted to the Planning Department.

- I. The applicant shall guarantee any drainage improvements required with the plat.
- J. The applicant shall guarantee the installation of sanitary sewer to serve each lot being platted.
- K. The applicant shall guarantee the installation of City water to serve each lot being platted.
- L. The applicant shall guarantee the paving of all interior streets.
- M. Sidewalks will be required adjacent to both sides of all streets, or in lieu thereof, the applicant shall submit a sidewalk plan with the final plat for review and approval.
- N. The applicant shall submit a Homeowner's Association agreement for review which shall contain provisions setting forth the ownership of and maintenance responsibility for the open space and floodway areas indicated on the plat.
- O. The open space and floodway areas shall be designated as reserves on the final plat.
- P. A Division of Water Resources of the State Board of Agriculture permit may be required for the proposed lake indicated on the preliminary plat. The Flood Control office shall be contacted regarding this matter.
- Q. Both telephone and electric service shall be installed underground.
- R. 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.
- S. 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.: T27S  
Range: R2E

S/D No. \_\_\_\_\_

**APPLICATION FOR SUBDIVISION APPROVAL**

Name of Subdivision: Pepperwood

General Location: SE corner of Intersection of Woodlawn P 29th St. North Comotara

Name of Property Owner: Comotara Development Corporation  
Address: 2225 Hathway Circle, Wichita, KS 67226 Phone: 686-7451  
Name of Subdivider: Comotara Properties Inc.  
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: May 8, 1978

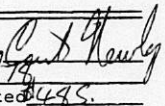
**SUBDIVISION INFORMATION:**

1. Gross Acreage of Plat 94.2<sup>+</sup>
2. Number of Lots: 146
  - Residential 146
  - Commercial \_\_\_\_\_
  - Industrial \_\_\_\_\_
  - Other \_\_\_\_\_
3. Minimum Lot Frontage 65' at setback ft.
4. Minimum Lot Area 7700 ft.
5. Existing Zoning LC & AA
6. Proposed Zoning AA under CUP (DP-72)
7. Lineal Feet of New Streets:
  - a. 70' R/W 1050 ft.
  - b. 64' R/W 3000 ft.
  - c. 58' R/W 4850 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: 

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

Received by   
Date 5/14/78  
Fee Submitted 495.