

PLAT NO. 79-70 MAP NO. 6050

NAME PEBBLE GREEN

LOCATION: North of 21st St. North and west of Webb
Road.

ENGINEER Verdara - Hazard - Stallings
Bill G. Yung Design

OWNER Wichita
Gomotara Development Company, et al

APPLICATION FILED 6-4-79

SKETCH PLAT FILED _____

PRELIMINARY FILED 6-4-79

S/D ACTION 6-14-79 approve

FINAL FILED _____

S/D ACTION 8-9-79 approve

MAPC ACTION 8-16-79 approve

BCC ACTION 1-15-80 Approval

RECORDED 1-24-80

REMARKS Associated case DP-96

1-15-80

B.C.C./B-60 C. *Copy record*
No side walk repair

S/D 79-70 - PEBBLE GREEN - North
of 21st St. North & west of Webb
Road. Bill G. Yung Design.

*Submitted for review Sept. 1977 but
never assigned copy submitted
for recording.
This document is NOT
a platting
requirement*

PROTECTIVE COVENANTS

The following are Protective Covenants for Pebble Creek Country Club, an addition 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:

Pebble Creek Country Club Addition,
Wichita, Sedgwick County, KS.

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, multi-family, golf course or reserve purposes. Only single-family dwellings, multi-family dwellings, and private garages for not more than three cars, and other outbuildings directly incidental to the above mentioned uses 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. Single-family detached. The ground-floor area of the main structure, exclusive of one-story porches and garages, shall not be less than 1800 square feet for one-story structures, and the main floor and top level of tri-levels, and 1000 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 30 feet to the front nor 30 feet to the rear lot lines, nor nearer than 15 feet to any side street line unless otherwise noted on the plat. 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 single family detached 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.

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 Hank Schichtle, Robert Fox, Steve Critchfield. 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 PEBBLE CREEK COUNTRY CLUB 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: 8630 E. 21st, Wichita, KS.

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 then 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 three square feet; one sign of not more than six square feet advertising the property for sale or rent, or signs used and erected by 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 mining operations of any kind shall be permitted upon or in any site, nor shall oil wells, tanks, tunnels, mineral 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 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.

E-4. Sub Association. Developer reserves the right to form sub association within The Pebble Creek subdivision. Such sub association will be bound by these covenants in addition to their own special restrictions.

WICHITA DEVELOPMENT COMPANY

By: _____
Robert R. Fox

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

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

Witness my hand and official seal.

My Commission Expires: _____

NOTARY PUBLIC

WICHITA-SEDGWICK COUNTY

DATE

METROPOLITAN AREA PLANNING DEPARTMENT

July 9, 1980

TO John Wynkoop, Director of Water and Water Pollution Control
FROM Jack H. Galbraith, Chief Planner
SUBJECT Development events for Pebble Green Addition now being referred to as "Bluestem".

This will bring you up-to-date on the events for the above development which is the last of the three developments referred to in Bob Lakin's memo to me on June 30, 1980. I am sure you will realize that it is impossible for us to now recall all of the events and contacts on this section of land. Our staff has reviewed all of the associated case files and the following account is of those events we can document, knowing that several informal discussions have also occurred.

The area covered in the following description of development events includes approximately two-thirds of Section 5, Township 27S, Range 2 east, which is the area now contained in the Village of Bluestem C.U.P.

1. **Event:** Discussed filing a request for a C.U.P. to develop a golf course, single-family, and multifamily. Also discussed platting of the same area.
Date: January 1979
Contact Person: Bill Yung
Remarks: Talked with Jack Galbraith
2. **Event:** Submission and distribution of preliminary C.U.P.
Date: January 22 and 23, 1979
Contact Person: Bill Yung, Flood Control, Public Works, Traffic Engineering and Central Inspection
Remarks: Received comments by February 5, 1979
3. **Event:** Filing of C.U.P. application (Applewood Section Five C.U.P.)
Date: February 12, 1979
Contact Person: Bill Yung
Remarks: Application received by Mike Meek, Senior Planner

4. **Event:** Filing of preliminary plat on a portion of the C.U.P.
Date: February 12, 1979
Contact Person: Bill Yung
Remarks: Application received by Curtis Newby, Junior Planner
5. **Event:** Transmittal of comments in regard to C.U.P.
Date: February 20, 1979
Contact Person: Bill Yung
Remarks: Relayed comments from Flood Control, Public Works, Central Inspection and Traffic Engineering. Revised copies due by March 2 if C.U.P. was to be heard by the MAPC on March 15.
6. **Event:** Preliminary plat considered by Subdivision Committee of MAPC
Date: February 22, 1979
Contact Person: Bill Yung
Remarks: Preliminary plat approved subject to conditions as outlined in letter to Bill Yung dated February 23, 1979
7. **Event:** Meeting with applicant and agent regarding comments in letter regarding the C.U.P.
Date: Early March, 1979
Contact Person: Bill Yung and Bob Fox
Remarks: Discussed possible problems and potential revisions to C.U.P.
8. **Event:** Submission and distribution of revised C.U.P. (Pebble Creek C.U.P.)
Date: April 8 and 9, 1979
Contact Person: Bill Yung, Flood Control, Traffic Engineering, Public Works and Central Inspection
Remarks: Comments received from Traffic Engineering, Public Works, Central Inspection and Flood Control by April 23, 1979

9. Event: C.U.P. considered by Planning Commission
Date: May 3, 1979
Contact Person: Bill Yung
Remarks: Advertised May 3, 1979, notices sent May 10, 1979. Approved subject to conditions outlined in letter to Bill Yung dated May 25, 1979.
10. Event: Discussion of platting the entire C.U.P.
Date: May 1979
Contact Person: Bill Yung
Remarks: Talked with Jack Galbraith, Mike Meek and Louise Olivarez.
11. Event: Filing of four preliminary plats covering the entire C.U.P.
Date: June 4, 1979
Contact Person: Bill Yung
Remarks: Applications for Glenrock Green, Moss Rock, Stonehenge and Pebble Green received by Louise Olivarez. Previous preliminary plat application file closed.
12. Event: Subdivision Committee considered the four preliminary plats
Date: June 14, 1979
Contact Person: Bill Yung
Remarks: Preliminary plats approved subject to conditions outlined in letters to Bill Yung, dated June 15, 1979.
13. Event: Board of City Commissioners considered C.U.P.
Date: June 19, 1979
Contact Person: Bill Yung
Remarks: Approved subject to revised conditions as outlined in letter to Bill Yung dated June 20, 1979 and submission of five revised copies of C.U.P.

14. Event: Final plat submitted for Pebble Green
Date: July 30, 1979
Contact Person: Bill Yung
Remarks: Discussion of conditions of preliminary plat approval as outlined in letter to Bill Yung, dated June 15, 1979.
15. Event: Consideration of final plat of Pebble Green by the Subdivision Committee of the MAPC
Date: August 9, 1979
Contact Person: Bill Yung
Remarks: Approved subject to conditions as outlined in letter to Bill Yung, dated August 10, 1979.
16. Event: Meeting with applicant and agent to discuss homeowners association requirements of C.U.P.
Date: August, 1979
Contact Person: Bill Yung, Bob Fox, and Dave Ritchie
Remarks: Bob Lakin and Jack Galbriath agreed to temporarily waive homeowners association requirements until subject property was sold and building permits are requested.
17. Event: Consideration of final plat of Pebble Green by MAPC
Date: August 16, 1979
Contact Person: Bill Yung
Remarks: Approved subject to conditions as outlined in letter to Bill Yung, dated August 16, 1979.
18. Event: Submission of five revised copies of C.U.P.
Date: December 11, 1979
Contact Person: Bill Yung
Remarks: Revised copies marked approved and two copies forwarded to Central Inspection.

19. Event: Consideration of final plat of Pebble Green by Board of City Commissioners

Date: January 15, 1980

Contact Person: Van Doren, Hazard, Stallings

Remarks: Final MAPD review conducted on August 7, 1980. City Commission approved final plat.

20. Event: Recording of final plat of Pebble Green

Date: January 24, 1980

Contact Person: Registrar of Deeds

Remarks: N/A

21. Event: Discussion of possible amendment to C.U.P.

Date: Early April, 1980

Contact Person: Dave Ritchie, Bob Fox, Bill Yung

Remarks: Met with Jack Galbraith and Art Chambers. Amendment would include minor changes to all parcels and increase density.

22. Event: Filing of application to amend the C.U.P. (Village of Bluestem).

Date: April 14, 1980

Contact Person: Bill Yung

Remarks: Application received by Art Chambers, Junior Planner, name changed to Village of Bluestem

23. Event: Distribution of proposed amendment to C.U.P. for comments

Date: April 16, 1980

Contact Person: City Engineer, Traffic Engineering, Flood Control and Central Inspection

Remarks: Comments due by April 25.

24. Event: Transmittal of comments concerning amendment to the C.U.P.
- Date: May 2, 1980
- Contact Person: Bill Yung
- Remarks: Comments from MAPD, Flood Control and Traffic Engineering were included. Tentatively scheduled the C.U.P. for MAPC review on May 22, 1980 provided that 14 amended copies were received by May 8, 1980.
25. Event: Discussion of comment letter dated May 2, 1980
- Date: May 6, 1980 (approximate)
- Contact Person: Bill Yung
- Remarks: Art Chambers, MAPD, met with Bill Yung to discuss format of general provisions and other minor changes.
26. Event: MAPC consideration of amended C.U.P.
- Date: May 22, 1980
- Contact Person: Bill Yung
- Remarks: MAPC approved subject to conditions outlined in a letter to Bill Yung dated May 23, 1980. Advertised April 29, 1980 and notices to adjoining property owners sent May 8, 1980. Ten revised copies due by June 6 if C.U.P. is to be heard by City Commission on June 17, 1980.
27. Event: Discussion of vacating Pebble Green plat and submitting a new plat.
- Date: May 1980
- Contact Person: Bill Yung
- Remarks: Met with Jack Galbraith and Louise Olivarez
28. Event: Filing of a preliminary plat (Bluestem Village)
- Date: May 29, 1980
- Contact Person: Bill Yung
- Remarks: Replat of the Pebble Green plat. Application received by Louise Olivarez, Senior Planner

29. **Event:** Consideration of preliminary plat of Bluestem Village by the Subdivision of MAPC
Date: June 12, 1980
Remarks: Approved subject to conditions as outlined in letter to Bill Yung, dated June 13, 1980.
30. **Event:** Board of City Commissioners consideration of amended C.U.P.
Date: June 17, 1980
Contact Person: Bill Yung
Remarks: Approved subject to conditions as outlined in memo to Central Inspection dated June 25, 1980. Approved copies of the amended C.U.P. forwarded with the June 25, 1980 memo.
31. **Event:** Subdivision Committee consideration of final plat of Village of Bluestem
Date: June 26, 1980
Contact Person: Van Doren, Hazard, Stallings
Remarks: Approved subject to conditions as outlined in letter to Van Doren, Hazard, Stallings, dated June 27, 1980.
32. **Event:** Discussion of possible adjustment on two parcels of the Village of Bluestem C.U.P.
Date: Late June, 1980
Contact Person: Bill Yung
Remarks: Bill Yung and Art Chambers discussed the possibility of administratively adjusting a portion of the C.U.P. Bill Yung was to submit revised plans for MAPD consideration.
33. **Event:** Consideration of final plat of Village of Bluestem by the MAPC
Date: July 3, 1980
Contact Person: Van Doren, Hazard, Stallings
Remarks: Approved subject to conditions as outlined in letter to Van Doren, Hazard, Stallings, dated July 3, 1980.

34. Event: Final review of final plat of Bluestem Village

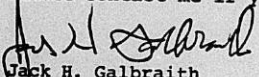
Date: July 3, 1980

Contact Person: N/A

Remarks: Review by MAPD staff. Referred to City Commission on July 7, 1980.

As the plats continue to progress through the Subdivision process I will keep you posted. In addition, I will keep you informed of any activity in regard to the Bluestem C.U.P.

Please contact me if you have any questions.


Jack H. Galbraith
Chief Planner

JHG:ADC:sad

January 10, 1980

Mr. Robert Lakin
Director of Planning
Metropolitan Area Planning Department
City Hall - 10th Floor
455 N. Main Street
Wichita, Kansas 67202

RE: Final Plat Requirements within Pebble Creeks Development
(i.e., Pebble Green Subdivision)

Dear Mr. Lakin:

A community Unit Plan (C.U.P.) has been filed and approved for the referenced development project. Provision 7 of the General Conditions of the C.U.P. sets forth a requirement for a master "Owner's Association" for all common areas. It is understood that the purpose of such a requirement is to assure maintenance for the common areas by a responsible and benefiting group.

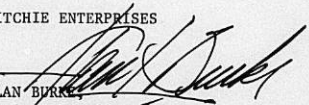
The intention of the developer is to provide a home owners association for each subdivision platted within the Pebble Creek project. The Home Owners Association covenants will be filed with each plat. In addition it is intended that a separate "golf course owners association" will be filed to cover all areas within the project which are not covered by the home owners associations (i.e., golf course). It is expected that the "golf course owners association" covenants will be filed in the spring of 1980, but not later than the start of golf course membership sales.

Reserves A, C & D all within the Pebble Green plat, currently on file with your department, will be included in the golf course owners association insofar as maintenance covenants are concerned. Further, Block 3 within the Pebble Green plat will be covered by a separate home owners association which will be filed prior to application for building permits for improvements within that Block 3.

Prior to finalizing of the "golf course owners association" covenants the developer will correspond with appropriate city departments to insure necessary inclusions.

Sincerely,

RITCHIE ENTERPRISES


ALAN BURKE
Project Coordinator

C. E. Ritchie
E.D. RITCHIE,
Secretary

RECEIVED

JAN 14 1980

METROPOLITAN PLANNING

ROUTE Louis

revised letter received 1-31-80

THE CITY OF WICHITA

OFFICE OF Public Works Engineering

DATE January 14, 1980

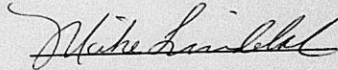
TO Jack H. Galbraith, Chief Planner

FROM Mike Lindebak, Program Development Engineer

SUBJECT Pebble Greens Golf Cart Crossing

The street paving project for the Pebble Greens Addition will include the construction of the necessary golf cart crossings. The golf cart crossings will be treated like a residential drive approach, the property owner will locate the crossing and it will be constructed at the time the street is paved.

Attached is a copy of a letter from Comotara requesting that we consider integrating the design of the golf cart crossings into the design of the streets.



Mike Lindebak
Program Development Engineer

ML:ck

Attachment (1)

RECEIVED

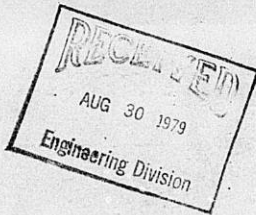
JAN 14 1980

METROPOLITAN PLANNING

ROUTE 15



COMOTARA



August 29, 1979

Mr. Dean Sellers
City Engineer
City of Wichita
455 N. Main Street - 7th Floor
Wichita, Kansas 67201

Dear Dean:

Reference is made to the subdivision report regarding the final plat of Pebble Green generally located north of 21st Street and west of Webb Road. Staff comment "I" requires that a guarantee for golf cart public street ramps or roll back curbs be given at the time of platting. Further, the comment indicates that guarantees shall include the cost of signing the subject crossings.

Please consider this letter a request and a guarantee that at the two locations within Pebble Green the street design will include roll back curbs and further that at the time the golf cart paths are designed and constructed the developer will include curb cuts to accommodate the golf cart crossings. Discussion with the Traffic Engineering Division has resulted in their withdrawal of a request that the crossings be signed on the public street.

Sincerely,


Elton Parsons

EP:cab

cc: Mike Lindebak
Bill McKinley
Bob Fox
Ken Bengston

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 79-70 Name Pebble Green
Application & Sketch Filed: 6-4-79
Preliminary Plat Filed: 6-4-79 Approved by S/D: 6-14-79
Final Plat Filed: 7-30-79 Approved by S/D: 8-9-79
Approved by Metropolitan Area Planning Commission: 8-16-79

DESCRIPTION

General Location: North of 21st Street and west of Webb Road

Surveyor or Engineer: Van Doren-Hazard-Stallings
Owner: Wichita Development Company
Address: 2471 Longwood Circle 67226

- | | | | |
|---|-----------------------|-------------------|----------|
| 1. Gross Acreage of Plat <u>154</u> | 6. Access Control | | |
| 2. Number of Lots | St. <u>Webb</u> | No. Openings | <u>0</u> |
| Residential <u>112</u> | St. <u>21st</u> | No. Openings | <u>0</u> |
| Commercial _____ | St. _____ | No. Openings | _____ |
| Industrial _____ | 7. Req'd Improvements | | |
| Other _____ | St. Paving <u>X</u> | Water <u>X</u> | |
| Total Number of Lots: <u>112</u> | Sidewalk <u>X</u> | Drainage <u>X</u> | |
| 3. Minimum Lot Area: <u>0.2 acres</u> | Sewer <u>X</u> | Other _____ | |
| 4. Existing Zoning: <u>AA with C.U.P. (DP-96)</u> | | | |
| 5. Special Problems Discussed: _____ | | | |

100% petitions have been submitted guaranteeing the paving of all interior streets, extension of water and sanitary sewer service to all lots and storm sewer improvements. A certificate has been submitted certifying the petitions. A covenant has been submitted for recording which states that no residential dwellings will be constructed on Lots 11 thru 28 of Block 1 until such time as all requirements of the State Board of Water Resources have been complied with in regard to construction of a lake west of these lots. A "Declaration of Covenants, Conditions and Restrictions" has been submitted which states that a homeowners association will be formed to maintain the common open areas. This document also provides for 4 off-street parking spaces for each lot on a 58-foot street.

At the time the plat was reviewed by the Metropolitan Area Planning Commission, the sidewalk policy in effect required no sidewalks on this property. However, the newly adopted sidewalk ordinance now in effect requires a sidewalk on one side of the continuous loop street system.

Planning Commission Recommendation: That this plat be approved subject to recording within 30 days after approval by the Board of City Commissioners.

Bayouth moved, Cole seconded and it carried unanimously. Barrier, Bell, and Hennessy were absent.

ACTION: Receive and file the water engineering feasibility report, adopt the resolution of finding and the resolution ordering and directing the water system improvement; approve the water, paving, sanitary and storm sewer petitions and instruct the City Attorney to prepare the necessary resolutions; instruct the City Clerk to file the Certificate, Covenant, and Declaration of Covenants, Conditions, and Restrictions with the Register of Deeds, the recording costs of which shall be billed to the applicant; 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 for recording until a sidewalk guarantee has been submitted.~~

*B C C. did not require sidewalks
1-15-80*

CERTIFICATE

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

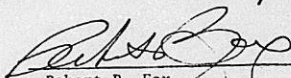
I, Wichita Development Company, owner and plat-
tor of Pebble Green Addition, do hereby

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

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

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

Signed this 2nd day of January, 1980.



Robert R. Fox
Attorney in fact for
WICHITA DEVELOPMENT COMPANY

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

Be it remembered that on this 2nd day of January 1980, 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.

Carolyn R. Owen
Notary Public

My Appointment Expires:

My Appointment Expires May 17, 1981



COVENANT

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 under-
signed 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:

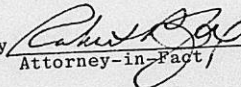
That no construction of residential dwelling structures will
commence or begin on the following described property until such
time as the undersigned meets and satisfies all requirements of
the State Board of Water Resources for the State of Kansas, or
the Wichita-Sedgwick County Flood Control Department:

Lots 11 through 28, Block 1 of Pebble Green
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 30th day of August, 1979.

WICHITA DEVELOPMENT COMPANY
a Delaware Corporation

By 
Attorney-in-Fact

STATE OF KANSAS)
)SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 2nd 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



DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION, Made on the date hereinafter set forth by WICHITA DEVELOPMENT COMPANY, a Delaware corporation ("WDC"), and the other persons whose signatures appear below, all of whom are hereinafter collectively referred to as "Declarants."

WITNESSETH:

WHEREAS, Declarants are the owners of certain property in Wichita, Sedgwick County, Kansas, which is more particularly described as all of Block 1 and Block 2, Pebble Green, an addition to Wichita, Sedgwick County, Kansas.

WHEREAS, there may be included within Block 1 and 2 certain parks and Common Areas described on the final plat as Reserve "B" which are to be available for the common use and enjoyment of owners and residents of residential properties of Block 1 and 2; and

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to all property comprising the Properties to insure the proper maintenance and government of said Common Areas, and the rights of property owners and residents therein; and

WHEREAS, it is the purpose and intention of this Declaration that all of the Properties shall be held and/or conveyed subject to the restrictions and conditions contained in this Declaration; and

WHEREAS, there shall be established the Pebble Green Home Owners Association consisting of the owners of residential lots and/or parcels of property included within Block 1 and 2. The Pebble Green Home Owners Association shall be hereinafter referred to as the "Association"; and

WHEREAS, WDC may, but shall not be required to, convey additional real property to the Association;

NOW THEREFORE, Declarants hereby declare that all of the properties described above (hereinafter referred to as the "Properties") 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 said real property and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS

Section 1. The Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Kansas.

Section 2. Membership in the Association shall be mandatory for each owner of a single residential lot located within the Properties. Each of such landowners is hereinafter referred to as an "Owner."

Section 3. Member shall be defined as every person or entity who or which is a record Owner of a fee or undivided fee interest in any lot or parcel, but not including any Owners who have sold their interest under executory contract. During such time as such contract is in force, the contract vendee shall be considered to be the member of the Association.

Section 4. The word "Lot" as used herein, shall mean a lot as set forth in any recorded plat within the Properties; provided that where property has been attached or detached from any Lot, the enlarged Lots and/or the diminished Lots shall be deemed to be a "Lot"; provided further, two or more Lots which are combined into a single homesite shall be deemed to be one "Lot" for the purpose of computing voting rights and liability for maintenance charges hereunder.

Section 5. The Association shall have one class of voting membership.

Class A. Class A Members shall be all Owners as defined above of single residential Lots. Class A Members shall be entitled to two votes for each Lot in which they hold the interest required for membership. When more than one person holds any such interest in any Lot, all such persons shall be Members. The two votes for such Lot shall be exercised as the Owners of such Lot may determine among themselves. Notwithstanding the foregoing, WDC shall be entitled to six votes for each single residential Lot of which it is the Owner.

ARTICLE II

PROPERTY RIGHTS

Section 1. The Declarants hereby dedicate and convey to each Class A Member, a right and easement of enjoyment in and to the common areas described above, hereinafter collectively referred to as "Common Area", and WDC hereby covenants for itself, its successors and assigns that it will convey a fee simple title to the Common Area to the Association hereinafter described, free and clear of all encumbrances and liens, from time to time. The Association shall be responsible for payment of taxes and insurance on the Common Area and for the proper maintenance of the open spaces and for compliance with this Agreement.

Section 2. The title to the Common Area vested in the Association shall be subject to the rights and easement of enjoyment in and to such Common Area by its Members. Said easement shall not be personal but shall be considered to be appurtenant to said lots and parcels, whether specifically set forth in deeds to the lots and parcels or not.

Section 3. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be binding upon the members of the Association and all residents of the development.

Section 4. The Common Area may be used for recreation, hiking, nature study, picnicking, or other uses for the benefit of its Members which may be determined by the Association. Recreational facilities, including but not limited to the clubhouse, swimming and wading pools, tennis courts, picnic shelters, grills and fireplaces, playground equipment and similar items may be constructed in the Common Area by the Association or WDC if done in conformance with the Ordinances of the City of Wichita, Kansas. All residents of Pebble Green and guests accompanying said residents shall have equal access to the Common Area and all facilities located thereon; subject to rules and regulations established by the Association including the right to place limitations on the number of guests and the right to limit or exclude residents and their guests if such residents or the Member owning the property in which they reside are in default in the payment of assessments or in the performance of any other obligation required by this Declaration.

Section 5. Notwithstanding any other provision of this Declaration, WDC reserves the right to grant easements within the Common Area for the installation, repair and maintenance of water mains, sewers, drainage courses, and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area. WDC also reserves the right to maintain a sales and rental office within the Common Area or within any clubhouse constructed thereon. WDC, any assignee of WDC taking advantage of these privileges shall pay to the Association a reasonable charge for use and occupancy of it which shall be determined by the Association. The Association shall have the right to mortgage any part, parts or all of the Common Areas in connection with the borrowing of money in the furtherance of any of its purposes authorized herein, and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder. The Association shall have the right to suspend the rights of any member in connection with the Common Areas for any period during which any assessment remains unpaid and for any period not to exceed thirty(30) days for any infraction of its published rules and regulations.

ARTICLE III

COVENANTS AND MAINTENANCE ASSESSMENTS

Section 1. All of the residential Lots and multiple residential parcels of the Members of the Association located within and comprising the

Properties shall be subject to an annual assessment charge to be paid by the respective Owners thereof, to the Association annually in advance on the 1st day of January, in each year, commencing with January 1 following occupancy of the first dwelling unit. The Board of Directors of the Association may permit the annual assessment charge to be paid in installments payable either semi-annually, quarterly or monthly.

Section 2. Each year the Board of Directors of the Association shall, prior to November 1, determine the total amount to be raised by the annual assessment charge for the next succeeding year. This sum so determined shall be divided by the total number of votes to which the Class A Members are entitled collectively, such fraction to be known as "assessment unit." The annual charge applicable to the Owner of each residential Lot shall be computed by multiplying the "assessment unit" by the number of votes in which the Class A Member is entitled. Should the Board of Directors of the Association at any time determine in its sole discretion that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Common Areas, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

Section 3. The assessment fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: for improving and maintaining the Common Area and other property of the Association, roadways and entryways of the development; for planting trees and shrubbery and the care thereof; for expenses incidental to the proper operation and maintenance of clubhouses, swimming pools, tennis courts or similar recreational facilities located within the Common Area; for employing night watchmen; for caring for vacant property, for removing grass or weeds, for purchase of insurance or for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the Members; for expenses incidental to the examination of plans and the enforcement of these restrictions or any other building restriction applicable to said property; for the payment of operating expenses of the Association or for any other purpose within the purpose for which the Association is incorporated.

Section 4. All assessment charges which shall remain due and unpaid thirty (30) days after they are due, shall thereafter be subject to interest at the rate of eight percent (8%) per annum.

Section 5. It is expressly understood and agreed that the annual assessment charge shall be a lien and encumbrance on the Lot with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any of said Lots, parcels or apartments the owner (not including thereby the mortgagee as long as he is not the Owner) from time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association, all charges provided for herein which were then due and unpaid to the time of his acquiring the title, and all such charges thereafter falling due during his ownership thereof. A certificate in writing issued by the Association or its agent shall be given on demand to any owner or prospective purchaser liable, or who may be liable, for said charges, which shall set forth the status of said charges. This certificate shall be binding upon the parties hereto.

Section 6. The lien provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot or parcel shall not affect the assessment lien. The sale or transfer of any Lot or parcel which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, however, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or parcel from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. By his acceptance of title each Owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable, or otherwise, which may in the opinion of the Association be necessary or advisable for the collection of such charge or charges.

Section 8. Maximum Annual Assessment.

(a) The maximum annual assessment for the calendar year ending December 31, 1981, shall be \$100.00 per Lot. The maximum annual assessment may be increased for any subsequent year to an amount which is no more than 5% above the maximum permitted annual assessment for the previous year without a vote of the membership of the Association.

(b) The annual assessment for any year commencing after December 31, 1981, may be increased to any amount greater than

that permitted by subsection (a) of this Section 8 only by an affirmative vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for such purpose.

(c) The Board of Directors of the Association (hereinafter called the "Board") may fix the annual assessment at an amount not in excess of the maximum amounts set forth in this Section 8.

Section 9. 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 the Members who are voting in person or by proxy at a meeting duly called for such purpose.

ARTICLE IV

COVENANTS FOR MAINTENANCE

Section 1. Maintenance of Lots and Improvements; Lien.

Each Owner (other than WDC) shall keep all Lots owned by him and all improvements therein or thereon, in good order and repair, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If in the opinion of the Architectural Committee, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by a two-thirds (2/3) decision of the Board, and after fifteen (15) days' written notice to such Owner to remedy such default, shall have the right, through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, repaint and restore such Lot or Lots of such improvements and the cost thereof (hereinafter sometimes called the "Maintenance Charge") shall be a binding personal obligation of such Owner

and the cost may mature into a lien enforceable in the same manner as a mortgage upon the Lot(s) in question in the following manner: the Association may record an Affidavit of Nonpayment of Maintenance Charge in the office of the Register of Deeds of Sedgwick County, Kansas stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property, and (c) the amount of the Maintenance Charge which is unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon the property whether arising from or imposed upon the property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Approval Required.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein or thereto 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 WDC, its agents, assignees or successors. In the event WDC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Such plans and specifications shall be in such form and shall contain such information as may be required by WDC, but in any event shall include (i) a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the particular Lot or Lots (including proposed front, rear and side set-backs) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot or Lots; and (ii) a grading plan for the particular Lot or Lots.

Section 3. Retention of Approved Plans and Specifications. Upon approval by WDC of any plans and specifications submitted hereunder a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Association, and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same.

Section 4. Removal and Alteration of Structure; Lien.

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

(b) If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association or WDC shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation and the cost thereof shall be a binding, personal obligation of such Owner and the cost may mature into a lien (enforceable in the same manner as a mortgage) upon the Lot(s) in question in the following manner: The Association or WDC may record an Affidavit of Nonpayment of Removal or Alteration Charges in the office of the Register of Deeds of Sedgwick County, Kansas stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property and (c) the amount of the Removal and Alteration Charges which are unpaid. The lien shall be created at the time of the filing and recording of the charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon the property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.

(c) In the event a lien is obtained pursuant to this Section and thereafter the Removal or Alteration Charges plus interest at the rate of eight per cent (8%) per annum shall be fully paid, the Association or WDC shall within ten (10) days following payment file with the Register of Deeds of Sedgwick County, Kansas, an Affidavit of Payment of Removal or Alteration Charges which Affidavit shall (a) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which has been satisfied, (b) state the legal description of the property affected and (c) state the name(s) of the Owner(s) of the property.

The recording of the Affidavit of Payment of Removal or Alteration Charges shall fully and completely release the lien referred to in said Affidavit and said Affidavit shall be conclusive evidence to any purchaser or encumbrancer or as to any title insurer to title examiner that the pre-existing lien has been fully and completely released and discharged.

(d) In the event of any transfer, sale or assignment of any Lot or Lots to a bona fide purchaser, and in the event that no Affidavit of Non-payment of Removal or Alteration Charges has been recorded as provided in this Section prior to such transfer, sale or assignment, any such Affidavit filed subsequent to the above-referenced transfer, sale or assignment shall be invalid and unenforceable.

Section 5. Certificate of Compliance. Upon completion of the construction or alteration of any structure in accordance with plans and specifications approved by the Architectural Committee, WDC shall, upon written request of the Owner thereof, issue a Certificate of Compliance in form suitable for recordation, identifying such structure and the Lot on which such structure is placed, and stating that the plans and specifications, the location of such structure and the use or uses to be conducted thereon have been approved and that such structure complies therewith. Preparation and recording of such Certificate shall be at the expense of such Owner. Any Certificate of Compliance issued in accordance with the provisions of this Section 5 shall be prima facie evidence of the facts therein stated and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer or title examiner, such Certificate shall be conclusive evidence that all structures on the Lot, and the use and uses described therein comply with all the requirements of this Declaration as to which WDC exercises any discretionary or interpretive powers.

Section 6. Right of Inspection. Any agent of WDC or the Association may at any reasonable time to times enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither WDC, the Association, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 7. No Liability. Neither WDC, the Association, nor any officer, director, member, agent or employee thereof, shall be liable to any Owner or to any person, firm, corporation or other entity for any damages

arising from any performance or non-performance of any duties or functions under this Article V.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

Section 1. Structure; Division of Lots; Utilities; Trailers; and Fences.
Without the prior written approval of WDC:

- (1) No previously approved structure shall be used for any purpose other than for which is was originally designed;
- (2) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;
- (3) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained;
- (4) No boat, boat trailer, house trailer, camper, camper trailers or similar items shall be stored in the open on any Lot; and
- (5) No fence shall be erected on any Lot.

Section 2. Exempt Property. All properties dedicated to, and accepted by, a local public authority, and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Kansas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 3. 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 Deficiency. 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.

Section 4. Trees. No tree having a diameter of six (6) inches or more (measured from a point two (2) feet from the ground) may be removed without the express written authorization of the Association. The Association in its discretion may adopt the promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. The Association may designate certain trees, regardless of size as not removable without written authorization. In carrying out the provisions of this Section, the Association and its agents may come upon any Lot during reasonable hours for the purpose of inspecting or marketing trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Association nor its agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

Section 5. Animals. No birds, animals or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted on the Properties without the express written consent of the Association. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot.

Section 6. Signs. No sign or other advertising device of any nature shall be placed upon any Lot except as provided herein. The Association may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed.

Section 7. Temporary Buildings. No temporary building, trailer, garage, basement, tent, outbuilding or building in the course of construction shall be used temporarily or permanently as a residence on any Lot.

Section 8. No Storage; Trash. No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on any Lot or on any of the Common Areas, except building materials may be stored on a Lot during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Association, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Properties.

Section 9. Pipes. No water pipe, gas pipe, sewer pipe or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 10. Association May Trim or Prune. The Association shall have the right to enter upon any Lot and trim or prune, at the expense of the Owner, any hedge or other planting which in the opinion of the Association, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or obscures the view of the street traffic or is unattractive in appearance; provided, however, that the Owner shall be given fifteen (15) days prior written notice of such action.

Section 11. Motor Vehicles. No motor vehicles of any type other than maintenance vehicles shall be operated on any of the Common Area or the sidewalks and bicycle paths located in the Common Areas.

Section 12. Sight Lines. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended past the corner. The same sight line restrictions shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to avoid obstruction of such sight lines.

Section 13. Noxious, Dangerous and Offensive Activities Prohibited. No noxious, dangerous or offensive activity or thing shall be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the neighborhood.

Section 14. Maintenance of Drainage Channels and Swales. Each Owner shall maintain, mow and keep in good repair and condition all drainage channels and swales located on any Lot owned by such Owner.

ARTICLE VII

ZONING AND SPECIFIC RESTRICTIONS

Section 1. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by the applicable zoning laws, or the laws rules or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases or this Declaration shall be taken to govern and control.

ARTICLE VIII

RESIDENTIAL PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Limited to Residential Lots. The provisions of this Article shall relate solely to Lots zoned for residential purposes.

Section 2. Home Professions and Industries. No profession or home industry shall be conducted in or on any part of a Lot or in any improvements thereon on the Properties without the specific written approval of the Association. The Association, in its discretion, upon consideration of the circumstances in each case, and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered by the Association, to be compatible with a high quality residential neighborhood. The following activities, without limitation, may be permitted by the Association in its discretion: music, art and dancing classes and seamstress services.

Section 3. Model Homes and Real Estate Offices. All else herein notwithstanding, with the written approval of the Association, any Lot may be used for a model home or for a real estate office until all homes in the development are sold.

Section 4. Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any Lot unless the same are hung from an umbrella or retractable clothes hanging device which is removed from view when not in use or unless the same is enclosed by a fence or other enclosure at least six (6) inches higher than such hanging articles, provided such fence or other enclosure is approved by the Association. No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance of a private residence.

Section 5. Association Discretion. Notwithstanding any other provisions herein, the Association may authorize any Owner with respect to his Lot to:

- (1) temporarily use a single-family dwelling house for more than one (1) family;
- (2) locate structures other than the principal dwelling house within set-back areas; and
- (3) use structures other than the principal dwelling house for residence purposes on a temporary basis.

Section 6. Requirement to Plant Lawn and Trees, Shrubs or Bushes.
As soon as practicable after completion of a residence on a Lot, the Owner thereof shall plant a lawn and at least fifteen (15) perennial shrubs, bushes or trees on such Lot.

ARTICLE IX

ENFORCEMENT

Section 1. Enforcement. The Association, WDC, 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, WDC, 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.

ARTICLE X

ADDITIONAL LAND

Section 1. Additional Land. WDC may, from time to time, annex additional real property owned by it on the date this Declaration is recorded in the office of the Register of Deeds of Sedgwick County, Kansas, including additional Common Areas, to the Properties, and thereby subject the same to all of the terms, provisions and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of Sedgwick County, Kansas of an instrument expressly stating an intention so to annex and describing such additional real property to be so annexed. During that twenty (20) year period commencing with the date of the recording of this Declaration, WDC, its successors or assigns, may annex such

additional real property to the Properties in its absolute discretion. From and after the termination of said twenty (20) year period, such additional real property may be annexed to the Properties provided that each such annexation is approved in writing by two-thirds (2/3) of the Members of the Association entitled to vote.

ARTICLE XI

POWER OF ASSIGNMENT AND DELEGATION

Section 1. Power to Assign and Delegate. WDC shall have the right and power to assign and delegate to the Association or any successor or successors thereto, at any time and from time to time, all or any part of any of the rights, powers, and authority, contained in this Declaration.

ARTICLE XII

SEVERABILITY

Section 1. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

ARTICLE XIII

TERM OF COVENANTS AND RESTRICTIONS

Section 1. Terms. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owner(s) of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owner(s) of not less than seventy-five percent (75%) of the Lots and recorded in the office of the Register of Deeds of Sedgwick County, Kansas, or any other public office, having the authority to file instruments affecting real property located in Sedgwick County, Kansas as may hereafter be established.

ARTICLE XIV
OFF STREET PARKING

Section 1. Off Street Parking Requirement. All Lots 7 through 13 inclusive, Block 1, served by Twenty-Second Street Circle; All Lots 20 through 27 inclusive, Block 1, served by Linden Court; All Lots 14 through 20 inclusive, Block 2, served by Linden Court; Lots 43 through 49 inclusive and Lots 54 through 58 inclusive, Block 1, served by Twenty-Fourth Street Circle shall provide four (4) off-street parking spaces per lot. On street parking will be permitted on the South and East side of Twenty-Fourth Street Circle, on the North side of Linden Court serving Lots 20 through 27 inclusive Block 1, Pebble Green on the North side of Twenty-Second Street Circle and on the West side of Linden Court serving Lots 14 through 20 inclusive, Block 2, Pebble Green.

WICHITA DEVELOPMENT COMPANY

By *Robert R. Fox*
Robert R. Fox
Attorney of Fact

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

The foregoing instrument was acknowledged before me this 2nd day
of January, 1980, by ROBERT R. FOX, as Attorney of Fact of Wichita
Development Company.

Witness my hand and official seal.

My Appointment Expires: September 25, 1983

My Appointment Expires September 25, 1983

Cheryl A. Blue
NOTARY PUBLIC



THE CITY OF WICHITA
OFFICE OF WATER DEPARTMENT

DATE January 3, 1980

TO Jack H. Galbraith, Chief Planner
FROM Bill H. Otten, Chief Engineer-Water Engineering

SUBJECT Pebble Green Addition

The platfords of Pebble Green Addition have submitted valid 100% petitions for water benefit districts to serve this plat. Therefore, our requirements for water service to this area have been fulfilled. The petition and resolution will be placed on the City Commission Agenda for approval on or about January 15, 1980.



Bill H. Otten
Chief Engineer-Water Engineering

BHO/b

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) 267-8371

CHICAGO TITLE INSURANCE COMPANY

Alvin W. Long
President.

ATTEST:

Chester C. McCullough
Secretary.

Gene C. B. Stewart
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 B

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

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs): (See Added Page)
9. Right of way for pipeline purposes to Cities Service Gas Company over a strip of land 66 feet in width the center line of which is described as beginning at a point on the South line 45 feet West of the Southeast corner of the Southeast Quarter of Section 5, Township 27 South, Range 2 East, thence extending Northerly to a point on the North line 49 feet West of the Northeast corner of said Quarter Section, as disclosed by instrument dated July 2, 1948, filed July 14, 1948, in Book Misc. 236, Page 181 and instrument dated June 9, 1970, filed June 24, 1970, in Book Misc. 669, Page 338.
10. Easement granted to Kansas Gas and Electric Company over the East 5 feet of the West 55 feet, and the North 5 feet of the South 55 feet of the West Half of the Southwest Quarter of the ~~Southwest Quarter~~ of Section 5, Township 27 South, Range 2 East, on Film 62, Page 401.
11. Easement granted to Kansas Gas and Electric Company over the East 5 feet of the West 55 feet of the South Half of the Northwest Quarter of Section 5, Township 27 South, Range 2 East on Film 62, Page 404.
12. Utility easements established on Film 359, Page 381, to be 30 foot wide the centerlines of which are described as: Commencing at the Southwest Corner, Section 5, Township 27 South, Range 2 East of the 6th P.M.; thence Easterly along the South line of said Section 5 bearing North 89° 06'26" East, 1839.87 feet; thence North 5°19'03" West, 30.09 feet to the point of beginning, said point being on the North right of way line of Twenty-First Street North; thence North 5°19'03" West, 110.33 feet; thence North 1°01'02" West, 2511.98 feet; thence North 29°32'11" East, 1534.24 feet; thence North 0°52'07" West, 1335.93 feet to a point on the South right of way line of Twenty-Ninth Street 50.00 feet West of the East line, Northwest Quarter, said Section 5.

(See Added Page)

(Schedule B continued)

Policy Number _____
OwnersPolicy Number _____
Loan

And also: Commencing at the Southwest corner of Section 5, Township 27 South, Range 2 East of the 6th P.M.; thence Northerly along the West line of said Section bearing North 1°01'02" West, 112.44 feet; thence North 81°20'53" East, 50.45 feet to the point of beginning, said point of beginning on the East right of way line of Rock Road; thence North 81°20'53" East, 153.65 feet; thence Easterly running parallel to and 140.00 feet North of the South line of said Section 5 bearing North 89°06'26" East, 1626.55 feet.

13. Rights of the public for road purposes over the West 50 feet of the Southwest Quarter of Section 5; the South 40 feet of Section 5; and the East 30 feet of the Southeast Quarter of Section 5, as disclosed by instruments filed in Book Misc. 308, Page 365, Book Misc. 308, Page 367, Book Misc. 612, Page 484, Book Misc. 612, Page 488, and Book Misc. 308, Page 363.
14. Restrictive Covenant regarding sewer service over the Southwest Quarter of Section 5, Township 27 South, Range 2 East filed on Film 172, Page 879.
15. 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.
16. Pay and file partial releases on the following:
 - (a) 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.
 - (b) 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.
 - (c) 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.
 - (d) Second Supplemental First Mortgage dated August 13, 1973, executed by Comotara, Inc., to First National City Bank, filed November 1, 1973, in Book 80, Page 323.
 - (e) Mortgage dated October 15, 1973, executed by Wichita Land Company, to First National City Bank, filed December 7, 1973, in Book 83, Page 1281.

(See Added Page)

(Schedule B continued)

Policy Number _____
OwnersPolicy Number _____
Loan

Key #MI-26 Year 1978 Taxes \$2,503.99 Paid.

Key #MI-26-1 Year 1978 Taxes Exempt.

Key #MI-27 Year 1977 Taxes \$264.62 + Not Paid.
Year 1978 Taxes \$294.39 + Not Paid.

N/A Key #MI-27-1 Year 1977 Taxes \$90.92 + Not Paid.
Year 1978 Taxes \$101.15 + Not Paid.

N/A Key #MI-27-2 Year 1977 Taxes \$2,126.97 + Not Paid.
Year 1978 Taxes \$2,125.84 + Not Paid.

N/A Key #MI-27-3 Year 1977 Taxes \$266.10 + Not Paid.
Year 1978 Taxes \$296.04 + Not Paid.

N/A Key #MI-27-4 Year 1977 Taxes \$266.10 + Not Paid.
Year 1978 Taxes \$296.04 + Not Paid.

N/A Key #MI-27-5 Year 1977 Taxes \$266.10 + Not Paid.
Year 1978 Taxes \$296.04 + Not Paid.

N/A Key #MI-27-6 Year 1977 Taxes \$266.10 + Not Paid.
Year 1978 Taxes \$296.04 + Not Paid.

N/A Key #MI-27-7 Year 1977 Taxes \$266.10 + Not Paid.
Year 1978 Taxes \$296.04 + Not Paid.

Key #MI-27-8 Year 1977 Taxes \$266.10 + Not Paid.
Year 1978 Taxes \$296.04 + Not Paid.

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS. 67203

TAX RECEIPT

THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:

1. INFORMATION ON ITEMS TAXED

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID			
1,230	73.916	90.92		90.92	110.32			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN

1977 REAL ESTATE

BEG 350 FT W SE COR SW1/4 N 375 FT W 250 FT S 375 FT E 250 FT TO BEG.
SEC 5-27-2E

TAXED ITEMS

RECEIPT VALIDATION RO37 K16 0304 0154734 JK 01 01 80 90.92 110.32
REDEMPTION 06298

BALANCE DUE: .00

7-0-MI - -00027-0001- 1405
WICHITA DEVEL CO
COMOTARA PROPERTIES INC
2225 HATHWAY CIR
WICHITA KS 67226

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS. 67203

TAX RECEIPT

THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:

1. INFORMATION ON ITEMS TAXED

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID			
1,230	92.233	101.15		101.15	111.05			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN

1978 REAL ESTATE

BEG 350 FT W SE COR SW1/4 N 375 FT W 250 FT S 375 FT E 250 FT TO BEG.
SEC 5-27-2E

TAXED ITEMS

RECEIPT VALIDATION RO35 K16 0304 0154988 JK 01 01 80 101.15 111.05
REDEMPTION 07326

BALANCE DUE: .00

78-0-MI - -00027-0001- 1405
WICHITA DEVEL CO
COMOTARA PROPERTIES INC
2225 HATHWAY CIR
WICHITA KS 67226

SEDGWICK COUNTY TREASURER,
COURTHOUSE, WICHITA, KS. 67203

TAX RECEIPT

THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:

1. INFORMATION ON ITEMS TAXED

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID
3,580	72.907	260.01		260.01	312.50

Received 1-4-80

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID			
3,580	72.907	261.01		261.01	262.30			
5.37	61.66	30.01	1.60.88	1.34	1.75			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN

1979 REAL ESTATE TAXED ITEMS
 E 1/2 OF SE 1/4 OF SW 1/4 SEC 5-27-2E EXC BEG 350 FT W OF SE COR W 250 FT
 N 375 FT E 250 FT S 375 FT TO BEG.

2. RECEIPT VALIDATION 4054 KJS 0304 0154995 BK 01 04 80 261.01 1.27

BALANCE DUE: .00

9-0-MI - -00027-	1405
WICHITA DEVEL CO	
COMOTARA PROPERTIES INC	
2225 HATHWAY	CIR
WICHITA	KS 67226

SEDGWICK COUNTY TREASURER,
 COURTHOUSE, WICHITA, KS. 67203

TAX RECEIPT

THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:
1. INFORMATION ON ITEMS TAXED

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID			
3,600	72.907	262.47		262.47	263.76			
5.40	62.00	30.10	1.61.78	1.35	1.76			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN

1979 REAL ESTATE TAXED ITEMS
 E 1/2 OF NE 1/4 OF SW 1/4 SEC 5-27-2E

4. RECEIPT VALIDATION 1034 KJS 0304 0154996 BK 01 04 80 262.47 1.27

BALANCE DUE: .00

9-0-MI - -00027-0008-	1405
WICHITA DEVEL CO	
COMOTARA PROPERTIES INC.	
2225 HATHWAY	CIR
WICHITA	KS 67226

MICROFILMED
FROM THE BEST
AVAILABLE COPY

SEDGWICK COUNTY TREASURER,
 COURTHOUSE, WICHITA, KS. 67203

TAX RECEIPT

THIS IS YOUR RECEIPT FOR TAXES PAID AS INDICATED BELOW:
1. INFORMATION ON ITEMS TAXED

VALUATION	MILL LEVY	GENERAL TAX	OTHER TAX	TOTAL TAX	AMOUNT PAID			
1,230	72.907	89.68		89.68	90.12			
1.85	21.18	10.34	55.28	.46	.60			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN

1979 REAL ESTATE TAXED ITEMS
 BEG 350 FT W SE COR SW 1/4 N 375 FT W 250 FT S 375 FT E 250 FT TO BEG.
 SEC 5-27-2E

Received 1-4-80

5. RECEIPT VALIDATION 1054 KJS 0304 0154997 BK 01 04 80 89.68 1.11

BALANCE DUE: .00

9-0-MI - -00027-0001-	1405
WICHITA DEVEL CO	
COMOTARA PROPERTIES INC	

WICHITA DEVELOPMENT CO.
OPERATING ACCOUNT
2122 BATHWAY CIRCLE C66-7451
WICHITA, KANSAS 67220

Pay to the Order of
The Fourth

1565

7-13-79

40-4
1011

PAY SIX THOUSAND FOUR HUNDRED AND FORTY-TWO DOLLARS AND 02/100 ----- DOLLARS \$ 6,442.02

TO
THE
ORDER
OF

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

NOT NEGOTIABLE

⑈00001565⑈ ⑆101100045⑆ ⑆1 95 350 3⑈

WICHITA DEVELOPMENT CO.
OPERATING ACCOUNT
WICHITA, KANSAS

DELUXE - FORM 1580-0 1-62

DATE	DESCRIPTION	AMOUNT
7-13-79	payment of real estate taxes for Key #M1-00026, located in the general area of Section 5, S.E. corner. The total is for 1977 & 1978 taxes plus interest.	\$6,442.02

701

COURTHOUSE, WICHITA, KS 67203
 SALE/REDEMPTION NO: CC6256
 DATE: 9-17-79
 PAYER: Wichita Land 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 J. Mitchell
 BY [Signature]

77-2518-63
 78-29-63
 644207

WICHITA DEVEL CO
 1 TRUEN SILLCOCKS ETC
 575 PARK AVE
 NEW YORK NY 10022

SE 1/4 EXC E 460 FT N 600 FT &
 EXC WEBB RD & 21ST ST
 SEC 5-27-2E 268.25
 79 2,250.74

77-RE-15-CC66-13-3
 MI -CC026-
 FULL 1405
 2,518.99 R419 804657

<input type="checkbox"/> CA	INT. AFTER SALE	TOTAL
<input type="checkbox"/> OK	179.59	2518.99
<input type="checkbox"/> TAX		
<input type="checkbox"/> CHG		

GENERAL TAX	MISC. SPECIALS	TAX AMOUNT	INT. & ADV. REDEEM. SALE	SALE AMOUNT
2,250.74		2,250.74	65.41 1.25 2,317.40	2518.99

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

SEDDWICK COUNTY TREASURER
825 N. MAIN STREET
WICHITA, KANSAS 67203

RECEIPT
TAXED ITEMS

POST CLASS
PERMIT NO
268

297A REAL ESTATE	SE 1/4 EXC 3 480 FT N 600 FT & EXC WEBB ROAD &
MILL LEVY 30450	
GEN TAX 82.233	23ST ST SEC 5-27-2E.
OTHER TAX 2503.99	
TOTAL DUE 2503.99	
HALF TAX	
DUPLICATE LMS	
6A JUL 18 79	2,503.99 67.57 2,571.56 6178 687622

78-RE-36-0026-02-9 34-05

INTEREST
67.57
CA
CC

MI-26
WICHITA DEVEL CO
% COMOTARA PROPERTIES INC
2225 HATHUAY CIR
WICHITA, KS 67226

SEDC WICK COUNTY TREASURER
225 N. MAIN STREET
WICHITA, KANSAS 67203

RECEIPT
TAXED ITEMS

FIRST CLASS
PERMIT NO
268

VALUATION	REAL ESTATE	
MILL LEVY	36435	SE 1/4 EXC E 480 FT N 600 FT & EXC WEBB RD & 21ST ST.
GEN TAX		SEC 5-27-2E.
OTHER TAX	1351.47	
TOTAL DUE		
HALF TAX	1351.47	1979 TAX PRO-RATED TO JULY 16, 1979 FOR CITY
6A JUL 18 79		1,351.47 .00 1,351.47 6178 687623

MAIL TO

75-RE-00-9196-02-1-W-14-05

INTEREST
CA
CK

NI-26
WICHITA DEVEL CO
% CONOTARA PROPERTIES INC
2225 HATHWAY CIR
WICHITA, KS 67226

WICHITA DEVELOPMENT Co.
 OPERATING ACCOUNT
 3025 HARTWAY CL. BLDG. 650-7451
 WICHITA, KANSAS 67206

1618
 The Fourth EV

8-10-79

40-4
 1011

PAY SEVEN THOUSAND SEVEN HUNDRED AND SEVEN DOLLARS AND 12/100 ----- DOLLARS \$ 7,710.12

TO THE ORDER OF SEDGWICK COUNTY TREASURER

NOT NEGOTIABLE

⑈00001618⑈ ⑆1011000⑆50 ⑆1 95 350 3⑈

WICHITA DEVELOPMENT CO.
 OPERATING ACCOUNT
 WICHITA, KANSAS

DELIVER FROM VOUCHER NO.

DESCRIPTION

A.MOUNT

DESCRIPTION	A.MOUNT
8-10-79 payment of real estate taxes of the following key numbers:	\$7,710.12
C-177-UP, 1977, \$1,268.11 + \$163.70 = \$1,431.81	
1978, \$1,367.24 + \$ 63.31 = \$1,430.55	
C-178-UP, 1977, \$1,667.81 + \$215.30 = \$1,883.11	
1978, \$1,667.03 + \$ 77.27 = \$1,744.30	
MI-027-0, 1977, \$ 264.62 + \$ 35.25 = \$ 299.87	
1978, \$ 294.39 + \$ 14.72 = \$ 309.11	
MI-027-8, 1977, \$ 266.10 + \$ 34.94 = \$ 301.04	
1978, \$ 296.04 + \$ 14.29 = \$ 310.33	

PEPPERWOOD

THE CREEKS

375 7091.34
 761 618.78

COURTHOUSE, WICHITA, KS 67203
 SALE/REDEMPTION NO. **77-CC257**

77-3915 03
 78-3794 30
 7710 13

DATE: 8-11-79
 PAYER: John W. DeWitt
 HAS THIS DAY PAID TO COUNTY TREASURER, Wichita
 FOR THE REDEMPTION OF THE REAL ESTATE
 DESCRIBED BELOW FROM THE SALE OF THE
 FIRST TUESDAY IN SEPTEMBER, 19 78

COUNTY TREASURER
 BY: [Signature]

WICHITA DEVEL CO
 (TRUE IN SILLCOCKS ETC
 375 PARK AVE
 NEW YORK NY 10022

E 1/2 OF SE 1/4 OF SW 1/4 SEC 5-27-2E 77-RE-15-0006-15-7
 EXC BEG 350 FT W OF SE COR W 250 FT N
 N 375 FT E 250 FT S 375 FT TO BEG. FULL 1405
 79 264.62 35.25

299.87 R436 804970

<input type="checkbox"/> CA	INT. AFTER SALE	TOTAL
<input type="checkbox"/> DK		
<input type="checkbox"/> TAX	23.49	299.77
<input type="checkbox"/> CHG		

GENERAL TAX	MISC. SPECIALS	TAX AMOUNT	INT & ADV BEFORE SALE	SALE AMOUNT
264.62		264.62	10.51 1.25 35.00	276.38

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

SEDGWICK COUNTY TREASURER
P.O. BOX 2979 WICHITA, KANSAS 67201

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			
3,500	82.233	294.39			294.39			
5.37	60.22	28.37	196.93	1.72	1.78			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	EXTRA DUES
1978 REAL ESTATE			TAXED ITEMS		UNPAID TAXES 77			
E1/2 OF SE1/4 OF SW1/4 SEC 5-27-2E								
EXC BEG 350 FT W OF SE COR W 250 FT								
N 375 FT E 250 FT S 375 FT TO BEG.								
6A AUG 10 79	294.39	14.72	309.11	6195	690673			

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

MI - -00027- -
INSTRUCTIONS ON BACK

INTEREST
14.72

CA _____
CK _____

78-RE-16-0026-04-3 14-05
WICHITA DEVEL CO
SCANDIATA PROPERTIES INC
2225 HATHWAY CIR
WICHITA KS 67226

COUNTY TREASURER,
COURTHOUSE, WICHITA, KS 67203
SALE/REDEMPTION NO: 06305

DATE: _____
PAYER: _____
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 _____
BY _____

WICHITA DEVEL CO
(TRUEN, SILLCOCKS ETC
375 PARK AVE
NEW YORK NY 10022

E1/2 CF NE1/4 CF SW1/4 SEC 5-27-2E
79 266.10 34.94

77-RE-15-0667-07-2
MI -00027-0008-
FULL 1405
301.04 R436 804969

CA
 CK
 TAX
 CHG

INT. AFTER
SALE
301.04

GENERAL TAX	MISC. SPECIALS	TAX AMOUNT	INT & ADV BEFORE SALE	SALE AMOUNT
266.10		266.10	10.57	277.42

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

SEDGWICK COUNTY TREASURER
 P O BOX 2909 WICHITA KANSAS 67201

TAX STATEMENT

INCLUDES 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			
3,600	82.233	296.04			296.04			
5.40	60.56	28.53	193.03	1.73	1.79			
STATE	COUNTY	COUNTY FIRE DISTRICT	SCHOOL	OLD SCHOOL BOND	CITY	TOWNSHIP	OTHER LEVIES	BREAK DOWN
1978 REAL ESTATE			TAXED ITEMS		UNPAID TAXES 77			
E1/2 OF NE1/4 OF SW1/4 SEC 5-27-2E								
6A AUG 10 79	296.04	14.29	310.33	6195	690672			

INCOME UNDER 10,000? AFTER JANUARY 1, HOMESTEAD & SALES TAX REFUND FORMS AVAILABLE FROM KANSAS DEPT. OF REVENUE, OR COUNTY CLERK, IF YOU QUALIFY *77-8*

I - -00027-0008- INSTRUCTIONS ON BACK

INTEREST
14.29

CA _____
 CK _____

70-RE-16-0026-12-0 14-05
 WICHITA DEVEL CO
 MONTANA PROPERTIES INC.
 2225 HATHWAY CIR
 WICHITA KS 67226

August 16, 1979

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

Re: S/D 79-70 - Final plat of Pebble Green

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on Thursday, August 16, 1979, the above-captioned plat was considered. The action of the Planning Commission was to recommend that the plat be approved as recommended by the Subdivision Committee subject to the conditions stated in our letter of August 10, 1979.

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

- 1-2-80 1. Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
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 plattor.
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 Olivarez
Senior Planner

LO:bh

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

August 10, 1979

Van Doren-Hazard-Stallings
260 N. Rock Road
Wichita, Ks. 67206

Re: S/D 79-70 - Final plat of Pebble Green

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, August 9, 1979, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- ✓ A. All easements currently labeled as drainage easements are to be relabeled "storm sewer easements".
- ✓ B. All joint "drainage and utility easements" shall be divided and a specific area labeled as "storm sewer easement" with a parallel adjacent "utility easement".
- ✓ C. ^{BLK 2, Lots 10 & 11} The minimum pad elevations specified in the plat's text shall also be shown on the face of the plat.
- ✓ D. ^{FOR TEXT IS INCORRECT} The applicant shall submit a restrictive covenant to be recorded with the plat which states that no buildings can be constructed on the lots which have minimum pad requirements until state approval has been obtained for the lake which is to be built west of this plat.
- ✓ E. A 10-foot utility easement shall be added between Lots 31 and 32, Block 2.
- ✓ F. A 15-foot storm sewer easement and a 15-foot utility easement shall be added between Lots 19 and 20, Block 1.
- ✓ G. The final plat tracing shall show block designations.
- ✓ H. The applicant shall guarantee all drainage improvements required by the plat. *storm sewer petition 100%*
- ✓ I. The applicant shall guarantee the installation of sanitary sewer to serve each lot. *100% petition*

OK from
C. H. H. H.
1-3-80

Van Doren-Hazard-Stallings
Page 2
August 10, 1979

100%
petitioner
100%

- J. The applicant shall guarantee the installation of City water to serve each lot.
- K. The applicant shall submit paving guarantees for all interior streets.
- L. The applicant shall submit a covenant which provides for four off-street parking spaces per dwelling unit on each lot which abuts a 58-foot street.

M. A master homeowners' association for the entire section of land shall be formed as well as individual homeowner's associations for the block surrounding Reserve B and for the block just west of Webb Road which has been approved for townhouse development. These association agreements shall provide for the maintenance of common open spaces, private driveways, etc.

see letter
from Mike &
dated 1-14-80

N. In accordance with the C.U.P., guarantees for golf cart, public street ramps or roll back curbs shall be required at the time of platting. The guarantees shall include the cost of signing these crossings.

Salvatore & Takin agreed to accept a letter from the "soon to be" property owner stating that an owners' golf course association will be formed at a later date and that an association will be formed for Block 3 prior to building permits

- ~~J.~~ The large area adjacent to Webb Road which is designated as "Reserve E" should be platted as a lot.
- ~~K.~~ Pebble Green Circle shall be relabeled as Pebble Green Court.
- ~~L.~~ The setback lines shown on the final plat shall be labeled OR they may be deleted from the plat altogether since they are specified on the C.U.P.
- ~~M.~~ The complete access control to Webb Road which is mentioned in the platting's text shall be added to the face of the plat.

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

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

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, August 16, 1979 at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Louise Olivarez
Senior Planner

Van Doren-Hazard-Stallings
Page 3
August 10, 1979

LO:hh

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

Final plat

SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 79-70 Name Pebble Greens
Date Application Rec'd. 6-4-79 Preliminary Approval 6-14-79
Scheduled S/D Meeting 8-9-79

DESCRIPTION

General Location North of 21st Street North and west of Webb Road

Owner Comotara Development Company
Surveyor/Engineer Ván Doren, Hazard, Stallings
Address 260 N. Rock Road Phone 686-7303

- | | |
|---|--|
| 1. Gross Acreage of Plat <u>154</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>64'</u> R/W <u>6000</u> ft. |
| Residential <u>112</u> | b. <u>58'</u> R/W <u>2060</u> ft. |
| Commercial _____ | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| 3. Total Number of Lots <u>112</u> | TOTAL <u>8060</u> ft. |
| 4. Minimum Lot Frontage <u>60'</u> @ setback _____ | 8. Sidewalk adjacent to all |
| 5. Minimum Lot Area <u>9000</u> square ft. | streets? <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> <input type="checkbox"/> |
| 6. Existing Zoning <u>AA</u> | |
| 6. Proposed Zoning <u>AA with CUP (DP-96)</u> | |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) _____ | |
| 12. City of Wichita <u>Yes</u> : Three-Mile Area <u>N A</u> (Yes-No) | |

STAFF COMMENTS:

- A. The representative from the City Engineer's Office should be prepared to comment on the status of the applicant's detailed drainage plan.
- B. The final plat tracing shall show block designations.
- C. The applicant shall guarantee all drainage improvements required by the plat.
- D. The applicant shall guarantee the installation of sanitary sewer to serve each lot.
- E. The applicant shall guarantee the installation of City water to serve each lot.
- F. The applicant shall submit paving guarantees for all interior streets.
- G. The applicant shall submit a covenant which provides for four off-street parking spaces per dwelling unit on each lot which abuts a 58-foot street.
- H. A master homeowners' association for the entire section of land shall be formed as well as individual homeowners' associations for the block surrounding Reserve B and for the block just west of Webb Road which has been approved for town-house development. These association agreements shall provide for the maintenance of the common open spaces, private driveways, etc.
- I. In accordance with the C.U.P., guarantees for golf cart/public street ramps or roll back curbs shall be required at the time of platting. The guarantees shall include the cost of signing these crossings.

T9-303

(Over)

- J. The large area adjacent to Webb Road which is designated as "Reserve E" should be platted as a lot.
- K. Pebble Green Circle shall be relabeled as Pebble Green Court.
- L. The setback lines shown on the final plat shall be labeled OR they may be deleted from the plat altogether since they are specified on the C.U.P.
- M. The complete access control to Webb Road which is mentioned in the plat's text shall be added to the face of the plat.
- N. The applicant shall be prepared to discuss and clarify the proposed uses of the reserves, particularly reserves "E" and "F".
- O. Recording of the plat within 30 days after approval by the Board of City Commissioners.

June 15, 1979
Van Doren-Hazard-Stallings
260 North Rock Road
Suite 250
Wichita, Ks. 67206

Re: S/D 79-70 - Preliminary plat of Pebble Greens

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, June 14, 1979, the above-captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. A drainage concept has been approved for this property. Prior to submission of any final plats, detailed drainage plans will need to be submitted to the City Engineer's office for review and approval.
- B. The applicant shall guarantee all drainage improvements required by the plat.
- C. The applicant shall guarantee the installation of sanitary sewer to serve each lot.
- D. The applicant shall guarantee the installation of City water to serve each lot.
- E. The applicant shall submit paving guarantees for all streets.
- F. The applicant shall submit a covenant which provides for four off-street parking spaces per dwelling unit on each lot which abuts a 58-foot street.
- G. A master homeowners' association for the entire section of land shall be filed at such time as any portion of this section is final-platted. Also, individual homeowners' association agreements shall be filed for Block 2 and Block 4 in order to provide for the maintenance of the private drives, common open spaces, etc.
- H. In accordance with the C.U.P. guarantees for golf cart/public street ramps or roll back curbs shall be required at the time of platting. The guarantees shall include the cost of signing these crossings.

Van Doren-Bazard-Stallings
Page 2
June 15, 1979

- I. Block 1 in the northwest corner of the plat cannot be final-platted until the Stonehedge Street system is dedicated and guaranteed.
- J. Prior to submission of any final plats, the applicant's engineer shall contact Roberta Mendenhall in the Public Works Department regarding street names.
- K. 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.
- L. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Enclosed herewith is the "marked" copy of the preliminary plat for your information and files.

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

Sincerely,

Louise Olivarez
Senior Planner

LO:hh

Encl.

cc: Bill G. Yung Design, 1355 N. Waco, 67203
Comotara Prop., Inc., 2225 Hathway Circle, 67226
Dean Sellers, Assistant City Engineer

Preliminary plat

SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 79-70 Name Pebble Graens
Date Application Rec'd. 6-4-79 Preliminary Approval _____
Scheduled S/D Meeting 6-14-79

DESCRIPTION

General Location North of 21st Street North and west of Webb Road

Owner Comotara Development Company
Surveyor/Engineer Bill G. Yung Design
Address 1355 North Waco 67203 Phone 264-0676

- | | |
|--|-----------------------------------|
| 1. Gross Acreage of Plat <u>154</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u>64'</u> R/W <u>6000</u> ft. |
| Residential <u>113</u> <u>112</u> | b. <u>58'</u> R/W <u>2060</u> ft. |
| Commercial _____ | c. _____ R/W _____ ft. |
| Industrial _____ | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>113</u> <u>112</u> | TOTAL <u>8060</u> ft. |
| 3. Minimum Lot Frontage <u>60'</u> @ setback <u>ft.</u> | 8. Sidewalk adjacent to all |
| 4. Minimum Lot Area <u>9000</u> square ft. | streets? <u>yes</u> <u>X</u> no |
| 5. Existing Zoning <u>AA</u> | |
| 6. Proposed Zoning <u>AA with CMP (DP-96)</u> | |
| 9. Public Water Supply <u>Yes (Yes-No)</u> , Name <u>City of Wichita</u> | |
| 10. Public Sanitary Sewers <u>Yes (Yes-No)</u> , Name <u>City of Wichita</u> | |
| 11. Health Department Approval (where applicable) <u>N.A.</u> (Yes-No) | |
| 12. City of Wichita <u>Yes</u> : Three-Mile Area _____ | |

STAFF COMMENTS:

- A. The City and County Public Works representatives should be prepared to discuss the status of the previously submitted site drainage plan.
- B. The applicant shall guarantee all drainage improvements required by the plat.
- C. The applicant shall guarantee the installation of sanitary sewer to serve each lot.
- D. The applicant shall guarantee the installation of City water to serve each lot.
- E. The applicant shall submit paving guarantees for all streets.
- F. The applicant shall submit a covenant which provides for four off-street parking spaces per dwelling unit on each lot which abuts a 58-foot street.
- G. A master homeowners' association for the entire section of land shall be filed at such time as any portion of this section is final-platted. Also, individual homeowners' association agreements shall be filed for Block 2 and Block 4 in order to provide for the maintenance of the private drives, common open spaces, etc.
- H. In accordance with the C.U.P., guarantees for golf cart/public street ramps or roll back curbs shall be required at the time of platting. The guarantees shall include the cost of signing these crossings.
- I. Block 1 in the northwest corner of the plat cannot be final-platted until the Stonehenge street system is dedicated and guaranteed.

T9-303

(over)

- I. The City Department of Public Works shall be prepared to comment on the suitability of the proposed street names.
- K. 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.
- L. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Map No.: 6050
Section No.: 5
Twp. No.: 27 S
Range: 2 E

S/D No. 79-70

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Pebble Greens (S.E. 1/4 Sec. 5)

General Location: North of 21st St. North & West of Webb road

Name of Property Owner: Comotara Development Company
Address: 2225 Hathway Circle, Wichita
Name of Subdivider: Comotara Properties Inc. Phone: 686-7451
Address: 2225 Hathway Circle, Wichita
Name of Agent/Surveyor: Bill G. Yung Design Phone: 686-7451
Address: 1355 N. Waco
Date of Application: June 4, 1979 Phone: 264-0676

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 154 ac.
2. Number of Lots:
Residential 113
Commercial _____
Industrial _____
Other _____
Total Number of Lots 113
3. Minimum Lot Frontage 60' @ setback ft.
4. Minimum Lot Area 9000 S.F. ft.
5. Existing Zoning A.A.
6. Proposed Zoning A.A. with C.U.P. (DP-90)
7. Lineal Feet of New Streets:
a. 64' R/W 6000 ft.
b. 58' R/W 2060 ft.
c. _____ R/W _____ ft.
d. _____ R/W _____ ft.
e. _____ R/W _____ ft.
TOTAL 8060 ft.
8. Sidewalk adjacent to all streets? yes no
9. Public Water Supply Yes (Yes-No), Name City of Wichita
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: Robert J. Yung

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

Received by LO
Date 6-4-79
Fee Submitted 996.00

(fee for all 4 1/4 sections
less fee paid with
5/p 79-16)



SECURITY IS KNOWING

Title Insurance • Escrow Closings • Abstracts

OWNERSHIP LIST

Tract	Property Owner
A tract of land in the SE corner of the SE $\frac{1}{4}$ of Section 5-27-2E, described as: Beg. at the intersection of the north row line of 21st Street north and the west row line of Webb Road thence northerly along said row line of Webb Road bearing North 0°47'16" West, 600.00 feet; thence South 89°10'54" West, 485.00 feet; thence South 0°47'16" East, 600.00 feet to a point on the north row line of 21st Street north; thence easterly along said row line bearing north 89°10'54" West, 485.00 feet to the point of beginning	City of Wichita 455 North Main 67202
The south half of Section 5-27-2E, except above described tract conveyed to the City of Wichita and except that portion platted as Independence Commons	Wichita Development Company 2421 Longwood Circle 67226
lot 1 Independence Commons	SE Investment Company West Kellogg, Suite 400 67207

We hereby certify the foregoing to be a true and correct list of the property owners of the previously described lot and tracts as shown by the last deeds of record on file in the Office of the Register of Deeds of Sedgwick County, Kansas, on the 2nd day of January, 1980 at 7:00 o'clock A.M.

THE SECURITY ABSTRACT & TITLE COMPANY, INC

By

Mary Stalle

Vice President

Order No. 284468
wh

Pebble Creek Country Club CUP

General Provisions:

4. Setbacks: 25' from 64' and 70' streets
(15' on corner lots)

20' from 58' streets
(15' on corner lots)

25' on cul-de-sacs w/ 58' row

7. Homeowner's Association: a master homeowners association for entire project plus individual agreement for Parcels 4, 5, 7, 9, 10, 11, 12, 13. To be filed with the plats.

8. Parcel 1 represents the general open space/golf course development and shall be operated and maintained by the golf course ownership. This does not prohibit a master association of all homeowners from all parcels participating in the maintenance costs of any part of Parcel 1.

9. Private Streets: streets in the areas being developed with zero-lot line homes, townhouses, garden apartments or mid-rise apartments shall be privately owned.

10. Sidewalk plan will be provided at the time of platting.

11. Minimum lot sizes for single family detached units shall be 8000 # except for zero lot line detached which shall be 5000 #. Minimum lot sizes for duplexes shall be 10,000 #.

12. Drainage: the proposed drainage facilities shall be owned & maintained by the Golf Course and/or related maintenance association and shall be designed in conformance to a hydrology study being prepared independently from the CVP. Results of this study and proposed drainage facilities shall be submitted for approval at the time of platting.

15. Pipeline easements: building setbacks from all existing pipeline easements shall be established at time of platting. All paving over the easements shall be with the approval of the pipeline company.

14. K.G.E. easement: Any crossing of the KGE easement will require KGE approval

17. At time of platting, guarantees for golf cart - public street ramps or roll back curbs shall be required.

