

DP-26 - QUEEN'S LAKE CUP - on the
east side of Ridge Road in an area
north of Central

ACTION

COMMITTEE 6-23-67

W.A.P.C. Approve subject...
to conditions 7-11-67

B.C.C. ~~7-11-67~~ Approved
subject to conditions

Closed 7-12-67

APP NO. 5048
Sec. 15
Twp. 27S
Range 1W

DATA SHEET
COMMUNITY UNIT PLAN

DP-26
S/D 66-70
Filed 5-24-67

APPLICATION REQUEST: Approval of proposed planned Residential development.

1. Applicant Hershel B. Cook & Myrnon C. Wilbur, 943 Wilbur Lane 67212
Address 1501 Woodrow Avenue 67203 Phone AM 2-0507
2. Agent Oblinger & Smith, Landscape Architects
Address 625 First National Bank Bldg. 67202 Phone AM 2-0453
3. General Location On the east side of Ridge Road in an area north of Central Address _____
4. Proposed Use Single-Family, Two-Family, Townhouse & Garden Apartments

AREA DATA

- Acres 74.6 (_____ ft. by _____ ft.)
- Existing Zoning "AA" Proposed Zoning "AA"
3. Area ~~XXX~~ (is not) platted. (Proposed Queen's Lake Addition Addition)
4. Existing R/W 30' half ft. 30' half ft.
Ridge Road St. Central St. _____ St.
Proposed R/W _____ ft. _____ ft.
Ridge Road St. Central St. _____ St.

HISTORY

Baughman Company, Surveyor
2522 East Kellogg 67211

PROCEDURE DATA

1. MAPC Meeting:
Date 6-22-67 Action Approve subject to conditions
2. Governing Body
Date 7-11-67 Action Approved subject to conditions

NOTES:

HOME OWNERS ASSOCIATION AGREEMENT
(as required by Paragraph 17 - General Provisions
Queen's Lake Addition Community Unit Plan)

*Revised Filed
Bcc - 3/24/68*

THIS DECLARATION, made this 25th day of March, 1968, by
Hershel B. Cook and Vera Arlene Cook, his wife, hereinafter called "Developer,"

WITNESSETH:

WHEREAS, Developer proposes to acquire and develop all of the real prop-
erty legally described as:

The West half of the Southwest Quarter of Section 15, Township 27 South,
Range 1 West, except a tract described as follows: Beginning at the
Southwest corner of Section 15; thence North along the section line 1030
feet; thence East 580.8 feet; thence South 300 feet; thence East 19.2 feet;
thence South 730 feet, more or less, to the South line of Section 15;
thence West to point of beginning; and except a tract beginning at a point
on the South line of Section 15, 1276.6 feet East of the Southwest corner
of said section; thence North 440 feet; thence East to the East line of
the West half of the said Southwest Quarter; thence South 440 feet to the
South line of said Section 15; thence West to beginning;
AND All that part of the East half of the Southwest Quarter of Section 15,
Township 27 South, Range 1 West, lying West of the center line of the Big
Slough, except that portion thereof that lies within a tract described as
follows: Beginning at a point located 1276.6 feet East and 40 feet North
of the Southwest corner of Section 15; thence East 217.8 feet; thence
Northeasterly along the North line of Central Avenue as established in
right of way agreement recorded in Miscellaneous Book 317 at page 315, a
distance of 224.15 feet; thence Northwesterly 396.84 feet to a point 400
feet North and 367.8 feet East of the point of beginning; thence West 367.8
feet; thence South 400 feet to point of beginning;

AND further excepting from the two tracts above described that certain
tract described as: Beginning at a point 600 feet East of the S. W.
Corner of the SW1/4 of Section 15, Township 27 South, Range 1 West;
thence East along the South line of said SW1/4, 676.6 feet; thence North at
right angles to the South line of said SW1/4, 440 feet; thence West par-
allel with the South line of said SW1/4, 679.67 feet more or less to a
point 600 feet East of the West line of said SW1/4; thence South 440
feet to beginning;

under and in accordance with the map, plans, drawings and provisions of Queen's
Lake Addition Community Unit Plan, approved by the Board of City Commissioners on
July 11, 1967; and

WHEREAS, the Developer shall be responsible for the construction of all
lakes, dikes, parking areas, and other items enumerated and required under the above-
mentioned Community Unit Plan; and

WHEREAS, the Developer desires to provide for the maintenance of Non-Public
Common Areas, parking areas, community facilities, lakes, dike, drainage areas, etc.
contained in the above described property, all as set out in Paragraph 17 under
General Provisions of said Community Unit Plan for Queen's Lake Addition; and

WHEREAS, the Developer deems it desirable, in order to provide for the orderly maintenance and preservation of the values of said property, to create a "Home Owners Association" which would be delegated and assigned the power of maintaining and providing for the maintenance of the areas above referred to and for enforcing the agreements, covenants and restrictions hereinafter set forth and for collecting and disbursing the assessments and charges hereinafter provided for;

NOW THEREFORE, the Developer declares that the property hereinbefore described shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, charges, and liens hereinafter set forth:

MEMBERSHIP.

Every person or entity who is a record owner of the fee or of an undivided fee interest in any lot or parcel contained within the above description shall be a member of said association. All members shall be entitled to one vote for each potential dwelling unit in which they hold the ownership, based upon a potential total of 365 dwelling units.

The Developer shall serve as the sole Director of said association, having all powers, duties, and responsibilities of the Board of Directors as subsequently provided for, until such time as there are a minimum of ninety-five (95) individual or entity property owners owning potential dwelling units, parcels, or interest in parcels located within the above described real property boundaries. The Developer, however, may waive this right, in which event a Board of Directors as subsequently provided for shall be formed.

BOARD OF DIRECTORS.

This association shall be governed by a Board of Directors consisting of three (3) members who are elected by those members entitled to vote as hereinbefore set forth, subject to the limitation set out in the preceding paragraph. The Board of Directors shall elect from among its members one person who shall serve as Chairman of the Board of Directors and who shall preside at all meetings at which he is present and shall fulfill all duties of the Chairman. The Chairman is responsible for the calling of such meetings of the membership and of the Board of Directors as is herein provided.

The membership shall hold an annual meeting for the purpose of electing the Board of Directors, which annual meeting shall be held on the second Tuesday of

May in each year. Mailed notice shall be sent to all members or owners under the provisions of this agreement not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting.

The membership, upon a majority vote of the members present and voting at any annual meeting, may authorize and direct the incorporation of the association as a non-profit corporation under the laws of the State of Kansas.

POWERS OF BOARD OF DIRECTORS.

The Board of Directors shall provide for the maintenance of non-public common areas, parking areas, community facilities, lakes, dike, drainage areas, etc. contained in the above described property as outlined in Paragraph 17, under "General Provisions" for the Community Unit Plan on file with the City of Wichita. The power of the Board of Directors is limited to requiring and compelling compliance with Paragraph 17 under "General Provisions" of the Community Unit Plan but shall include the power to promulgate rules and regulations as to the use of all non-public common areas, lakes and facilities. All assessments shall be levied as soon as practicable after the completion of the work or construction required of the Developer described and set out on the Community Unit Plan and the assessments for maintenance spread in an equitable manner on a prorated basis in accordance with the maximum number of dwelling units proposed on the above described property.

The Board of Directors may call such special meetings as from time to time shall be in the best interest of the association, and written notice of said special meetings shall be mailed, stating the date, time, and place at least seven (7) days before said meeting. A quorum required for an action authorized hereunder shall be the Developer, or if there are at least three (3) members of the Board of Directors, a quorum shall consist of a majority of the Board of Directors.

MAINTENANCE ASSESSMENTS.

The Developer and such owner of any interest in and to any parcel contained within the above described real property, upon acceptance of a deed therefor, whether or not said deed shall so express, shall be deemed to covenant and agree to pay to the association, such annual assessments or charges and such special assessments or charges as shall be fixed, established and levied for the property maintenance as determined by the Board of Directors and as the said Board of Directors shall, from time to time, provide for. Such annual and special assessments, together with interest thereon at the rate of ten (10) per cent per annum, beginning thirty (30)

days after the mailed written notification of said assessment shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with any interest thereon, shall also be the personal obligation of the persons who are the owners of such property at the time the assessment became due.

The assessments levied by the association shall be used exclusively for the purpose of proper maintenance of the said property and facilities above set forth. Said assessment shall be only that necessary for one year's maintenance. The maximum annual maintenance assessment for each dwelling unit owner shall not exceed 1/365th of the total annual maintenance costs. This annual maintenance assessment cost is based on the Community Unit Plan proposal for a maximum of three hundred sixty-five (365) dwelling units.

GENERAL PROVISIONS.

Subject to all rules and regulations promulgated by the Board of Directors concerning the use of the non-public common properties, every member shall have a right and easement of enjoyment in and to the non-public common properties and such easement shall be appurtenant to and shall pass with the title to every lot or Living Unit.

The Developer may retain the legal title to any portion of the non-public common properties until such time as he has completed improvements thereon and until such time as, in the opinion of the Developer, the association is able to maintain the same; but, notwithstanding any provision herein, the Developer covenants for himself, his heirs and assigns, that he will convey the common properties to the association not later than December 1, 1976, unless excused from so doing by the association.

The covenants and restrictions of this agreement shall run with and be binding on the land, and shall inure to the benefit of and be enforceable by the association, or the owner of any land subject to this declaration, or their respective legal representatives, or successors, and assigns, or any public body responsible for the enforcement of the Community Unit Plan provisions.

Enforcement of these covenants and restrictions and agreements shall be by any proceeding at law or in equity against any person or persons or entity

violating or attempting to violate any covenant, agreement, or restriction, either to restrain violation, or to recover damages, and against the land to enforce any lien created by these covenants; and the failure by the association or any owner to enforce any covenant or agreement or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The invalidity of any one of the covenants, agreements, or restrictions contained herein, by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.


Hershel B. Cook


Vera Arlene Cook

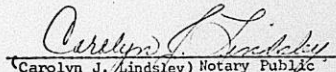
DEVELOPER

STATE OF KANSAS)
) SS:
SEDGWICK COUNTY)

BEFORE ME, the undersigned, a Notary Public, within and for said County and State, on this 25th day of March, 1968, personally appeared Hershel B. Cook and Vera Arlene Cook, his wife, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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




Carolyn J. Lindsley Notary Public
My Commission Expires: October 20, 1968

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this ____ day of October, A.D. 1967, by Hershel B. Cook and Vera Arlene Cook, his wife, hereinafter called "Developer."

WITNESSETH:

WHEREAS, Developer is the owner of the real property described in Article II of this declaration and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the said community; and

2 WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities; and, to this end, desires to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the State of Kansas, as a non-profit corporation, THE QUEEN'S LAKE HOME OWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to The Queen's Lake Home Owners Association, Inc.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

3 (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

4 (d) "Lot" shall mean and refer to any ^{plot} plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

(e) "Living Unit" shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Multifamily Structure" shall mean and refer to any building containing two or more Living Units under one roof except when each such living unit is situated upon its own individual Lot.