

6348  
PLAT NO. S/D 72-28 MAP NO. E-13-B&C  
NAME - Crestview Country  
Club Estates - *Southern Village Add.*  
LOCATION On the north side of Central in an area between  
127th and 143rd Streets East  
ENGINEER Reiss & Goodness  
OWNER Crestview Development Corp.  
APPLICATION FILED 3-27-72  
SKETCH PLAT FILED none submitted  
PRELIMINARY FILED 3-27-72  
S/D ACTION 4-6-72 *Approve*  
FINAL FILED 4-24-72  
S/D ACTION 5-4-72 *Approve*  
MAPC ACTION 5-11-72 *Approve*  
BCC ACTION 8-15-72  
RECORDED 8-28-72  
REMARKS

S/D 72-28 - CRESTVIEW COUNTRY CLUB ESTATES  
SOUTHERN VIRGINIA On the N side of Central  
in an area between 127th and 143rd  
Streets East Reiss & Goodnes

ACTION

	DATE
S/D COMMITTEE (PRELIM) <u>Approved</u>	<u>4-6-72</u>
S/D Comm. (FINAL) <u>Approved</u>	<u>5-4-72</u>
M.A.P.C. <u>Approved</u>	<u>5-11-72</u>
B.C.C. <del>RE</del> <u>Approved</u>	<u>8-15-72</u>

6348  
Map No. E-13 B&C  
Sec. No. 14  
Twp. No. 27 S  
Range 2 E

Subdivision Report and Progress

S/D No.: 72-28

Name: SOUTHERN VILLAGE ADDITION - Crestview Country Club Estates

General Location: On the north side of Central in an area between 127th and 143rd Streets East

Owner: Crestview Development Corp.

Address: 130 North Market Street 67202 Phone: 263-3833

Subdivider: L. E. Forsse

Address: 1000 Parklane Phone: 684-5103

Engineer/Surveyor: Reiss & Goodness

Address: 2160 East Douglas 67214 Phone: 264-1391

Application Received 3-27-72

Conf. with Applicant None

Sketch Plat Received none submitted

Present Zoning "R-1"

\* Proposed Zoning "AA" and Cond. Use

Letter of Intent none

PREL. PLAT RECEIVED 3-27-72

S/D Comm. Action 4-6-72 Approve

Dept. Report on Prel. 4-10-72

TRACING PROGRESS:

Received 6-22-72

Released 8-21-72

Received \_\_\_\_\_

Released \_\_\_\_\_

FINAL PLAT RECEIVED 4-24-72

S/D Comm. Action 5-4-72 Approve

Dept. Report on Final 5-5-72

M.A.P.C. ACTION 5-11-72 Approve

Dept. Report on Final 5-17-72

~~Index on Irons~~ Received N/A

Title/Taxes Rec'd & Reviewed 8-4-72

Final Review 8-10-72

Referral to B.C.C. 8-10-72

B.C.C. ACTION 8-15-72

Recorded 8-28-72

Comments:

SOUTHERN VILLAGE ADDITION

Send Plats to:

Harold McCreight, Supt.

USD #385

P.O. Box 248

Andover, Kansas, 67002

\* Associated Cases: SCZ-0281 "R-1" to "AA"  
CU-137 for multiple family (duplex)

8-21-72 - Called L. E. Forsse to pick up tracing for recording

Ⓢ  
9-6-72

REGISTER OF DEEDS

SEDGWICK COUNTY, KANSAS

CRESTVIEW COUNTRY CLUB ESTATES ADDITION wa  
SOUTHERN VILLAGE

filed for record on August 28, 1972

S-2 6-12  
81  
vh

*John Wald*  
Register Of Deeds

T9-328

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number	72-28	Name	CRESTVIEW COUNTRY CLUB ESTATES SOUTHERN
Application Filed:	3-27-72		VILLAGE ADDITION
Preliminary Plat Filed:	3-27-72	Approved by S/D:	4-6-72
Final Plat Filed:	4-24-72	Approved by S/D:	5-4-72
Approved by Metropolitan Area planning Commission:			5-11-72

DESCRIPTION

General Location: North side of Central in an area  
between 127th and 143rd Streets East

Surveyor or Engineer: Reiss and Goodness  
Owner: Crestview Development Corp.  
Address: 130 North Market 67202

1. Gross Acreage of Plat	21.71	5. Lineal Feet of New Streets:
2. Number of Lots:	24	a. _____ R/W _____ ft.
Residential _____		b. _____ R/W _____ ft.
Commercial _____		c. _____ R/W _____ ft.
Industrial _____		d. _____ R/W _____ ft.
Other _____		e. _____ R/W _____ ft.
Total Number of Lots:	24	TOTAL _____ ft.
3. Minimum Lot Frontage:	120 ft.	6. Existing Zoning: "R-1"
4. Minimum Lot Area	15,600 sq.ft.	

Subject property is located outside the City limits of Wichita within the section of land occupied by, and being developed in accordance with the original proposals of, the Crestview Country Club.

Appropriate plans and profiles for the installation of sanitary sewer and extension of City water have been submitted and approved by the City Engineer and the Wichita Water Department. These improvements are guaranteed by the Crestview Country Club Improvement District through the issuance of bonds sufficient in amount to pay the cost of such construction.

**Planning Commission recommendation:**

KAMEN moved and TAYLOR seconded that the Planning Commission recommend to the City Commission that this plat be approved, subject to recording of the plat within 30 days after approval by the Board of City Commissioners.

NOTE: Associated County cases SCZ-0281, "R-1" to "AA" and CU-137 - Conditional Use application to permit construction of duplexes, have been approved by the Board of County Commissioners on May 10, 1972, subject to platting.

Vote of Planning Commission: Unanimous.


**ACTION:** Approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

THE WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH

OFFICE OF ENVIRONMENTAL HEALTH

DATE August 8, 1972  
1-1045

TO John Gist, Principal Planner

FROM  Steve Innes, Environmental Health Engineer

SUBJECT Sanitary Sewers  
Southern Village Addition  
Crestview Improvement District

Plans for sanitary sewers for this new addition have been received.

Subject plat is approved with the connection of sanitary sewers into the existing treatment facility as operated by the Crestview Improvement District. It is our understanding that at such time as the design capacity of 600 population equivalent has been reached, no further load will be placed on the facility.

fs

cc: Mr. Charles M. Goodness, P.E.  
Reiss and Goodness Engineers  
2160 East Douglas  
Wichita, Kansas

Mr. James F. Aiken, Jr.  
Director of Environmental Health




THE WICHITA-SEDGWICK COUNTY DEPARTMENT OF COMMUNITY HEALTH

OFFICE OF ENVIRONMENTAL HEALTH

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cc: Mr. Charles M. Goodness, P.E.  
Reiss and Goodness Engineers  
2160 East Douglas  
Wichita, Kansas

Mr. James F. Aiken, Jr.  
Director of Environmental Health



LAW OFFICES  
**DRESIE AND JORGENSEN**  
815 UNION NATIONAL BUILDING  
BROADWAY AND DOUGLAS  
WICHITA, KANSAS 67202  
(316) 267-4231

GREY DRESIE  
J. PAUL JORGENSEN (1912-1967)  
JOHN F. JORGENSEN  
DAVID J. WOOD

MT. HOPE, KANSAS 67108  
P. O. Box 292  
(316) 667-3611

Mr. Robert Lakin, Director  
Metropolitan Area Planning Commission  
City Annex Building  
Wichita, Kansas 67202

Dear Bob:

This is in connection with Crestview Country Club,  
Southern Village Estates as per our conversation.

Very truly yours,

DRESIE, JORGENSEN & WOOD

By: *Grey Dresie*  
*SH secretary*

GD:pje

ENGINEER'S PRELIMINARY ESTIMATE  
OF  
EXTENSION OF DISTRIBUTION SYSTEM  
TO SERVE THE SOUTHERN VILLAGE ADDITION AT CRESTVIEW

2,650 Lin. Ft. of 12" pipe @ \$11.72 by contract (with appurtenances)	\$31,058.00	
Materials supplied by Water Department	<u>1,429.00</u>	
Estimated cost of construction & materials	\$32,487.00	
Administrative & Engineering, 6%	1,949.22	
Miscellaneous & Contingencies	<u>163.78</u>	
Estimated Cost of 12" pipe		\$34,600.00
2,550 Lin. Ft. of 6" & 4" pipe @ \$8.11 by contract (with appurtenances)	\$20,680.50	
Materials supplied by Water Department	<u>603.50</u>	
Estimated cost of construction & Materials	\$21,284.00	
Administrative & Engineering, 6%	1,277.04	
Miscellaneous & Contingencies	<u>138.96</u>	
Estimated Cost of 6" & 4" pipe		<u>\$22,700.00</u>
Estimated Total Project Cost		\$57,300.00
Less difference between 12" and 8" main cost 2,650' @ \$3.08 Lin. Ft.	\$ 8,162.00	
Less Plan "B" Allowance, 48 1-inch meters @ \$420.00	<u>20,160.00</u>	
		<u>28,322.00</u>
NET COST TO SOUTHERN VILLAGE ADDITION - PLAN "B"		<u>\$28,978.00</u>

July 19, 1972  
WICHITA WATER DEPARTMENT  
Wichita, Kansas

By Bill H. Otten  
Bill H. Otten  
Design & Planning Superintendent

*Water*

**REISS & GOODNESS ENGINEERS**

*Consulting Engineers*

2160 E. DOUGLAS AVE.

WICHITA, KANSAS 67214

July 13, 1972

Board of Directors  
Crestview Improvement District  
Sedgwick County, Kansas

Gentlemen:

Herewith is our preliminary estimate for the cost of the construction of sanitary sewers to serve Crestview Country Club Estates, Southern Village Addition, in the Crestview Improvement District, Sedgwick County, Kansas, to be as follows:

5,640	Lin. Ft.	8" V.C. Pipe w/Factory Moulded Joint	2.35	13,254.00
370	Lin. Ft.	0' - 6' Trench and Backfill	.90	333.00
510	Lin. Ft.	6' - 8' Trench and Backfill	1.10	561.00
1,970	Lin. Ft.	8' - 10' Trench and Backfill	1.50	2,955.00
1,720	Lin. Ft.	10' - 12' Trench and Backfill	2.00	3,440.00
890	Lin. Ft.	12' - 14' Trench and Backfill	2.50	2,225.00
180	Lin. Ft.	14' - 16' Trench and Backfill	3.50	630.00
223	Lin. Ft.	Manholes Constructed	40.00	8,920.00
24	Ea.	4"/8" Perma Tees	8.00	192.00
458	Cu. Yds.	Rock Excavation	20.00	9,160.00
				<u>\$41,670.00</u>
		Engineering, Legal, Printing and Miscellaneous		<u>8,330.00</u>
		TOTAL ESTIMATE		\$50,000.00

Respectfully submitted,

*Charles M. Goodness*  
Charles M. Goodness, P. E.

*Sanitary Sewers*

REGISTERED PROFESSIONAL ENGINEERS:  
CHARLES M. GOODNESS  
AL E. REISS

PHONE (316) 264-1391

**REISS & GOODNESS ENGINEERS**  
Consulting Engineers

2100 E. DOUGLAS AVE.  
WICHITA, KANSAS 67214

July 13, 1972

Board of Directors  
Crestview Improvement District  
Sedgwick County, Kansas

Gentlemen:

We hereby estimate the cost to construct street improvements for all streets in Crestview Country Club Estates, Southern Village Addition in the Crestview Improvement District, Sedgwick County, Kansas, to be as follows:

3,710	Lin. Ft.	6" Concrete Curb and Gutter	2.40	8,904.00
78	Lin. Ft.	18" Concrete Pipe	9.00	702.00
65	Lin. Ft.	24" Concrete Pipe	11.00	715.00
11,420	Sq. Yds.	Pavement: Hot Laid Asphalt 7"	3.00	34,260.00
83.4	Sq. Yds.	6" Thick Concrete Driveway Approach	8.00	667.20
95.6	Sq. Yds.	8" Thick Valley Gutter	8.50	812.60
855.3	Sq. Yds.	6" Thick Valley Gutter	8.00	6,842.40
13,900	Sq. Yds.	6" Lime Stabilized Sub-Base	.70	9,730.00
2	Ea.	18" Concrete Flared End Section	60.00	120.00
1	Ea.	24" Concrete Flared End Section	80.00	80.00
2	Ea.	3 Opening Curb Inlet Structures	600.00	1,200.00
12,730	Cu. Yds.	Excavation	.60	7,638.00
				<u>\$71,671.20</u>

Engineering, Legal, Printing and Miscellaneous

TOTAL ESTIMATE

14,328.80

\$86,000.00

Respectfully submitted,

*Charles M. Goodness*  
Charles M. Goodness, P. E.

*Streets (private)*

# FIRST SECURITIES COMPANY

OF KANSAS INCORPORATED

## INVESTMENT SECURITIES

SCHWEITER BUILDING

**WICHITA, KANSAS**

July 24, 1972

Metropolitan Area Planning Commission,  
City Building Annex,  
Wichita, Kansas.

RE: CRESTVIEW COUNTRY CLUB IMPROVEMENT DISTRICT MUNICIPAL BONDS

Gentlemen:

This letter will verify the market status of bonds proposed and to be issued by Crestview Country Club Improvement District relative to Street, Water, and Sanitary Sewer Improvements located within the boundaries of CRESTVIEW COUNTRY CLUB IMPROVEMENT DISTRICT.

Under date of July 31, 1970 First Securities Company of Kansas, Inc., and Crestview Country Club Improvement District, through its duly elected officials, entered into a financing agreement whereby First Securities Company agreed to purchase and Crestview Country Club Improvement District agreed to sell improvement bonds of the District. Included in the bonds anticipated in this financing agreement as a subsequent phase of the over-all development of the area, the following issues are identified:

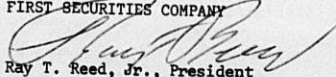
SERIES A, 1972 BONDS	to be issued for the construction of sanitary sewer lines and sanitary sewer purposes, and to mature at a serial maturity schedule over a 15-year period -----	\$50,000.00
SERIES B, 1972 BONDS	to be issued for the construction of street improvement purposes, and to mature at a serial maturity schedule over a 10-year period -----	\$86,000.00
SERIES C, 1972 BONDS	to be issued for the construction of additional water lines and extension of waterworks improvements and to mature over a serial maturity schedule of a 15-year period -----	\$28,978.00

The purchase of the above bonds by First Securities Company is included in the over-all intent of the July 31, 1970 contract and said purchase is subject to the availability of the unqualified legal approving opinion of Weigand, Curfman, Brainerd, Harris & Kaufman on the above issues and the preparation and submission to First Securities Company of a complete legal transcript evidencing authorization for bond issuance. Delivery of the bonds to us is also subject to registration of the bonds in the State Auditor's Office of the State of Kansas.

We trust this information establishes the marketability of the bonds.

Very truly yours,

FIRST SECURITIES COMPANY

  
Ray T. Reed, Jr., President

RTR:fm

EXCERPT FROM MINUTES OF BOARD OF DIRECTORS  
MEETING OF CRESTVIEW COUNTRY CLUB IMPROVE-  
MENT DISTRICT OF SEDGWICK COUNTY, KANSAS

"THEREAFTER, there was submitted to the Board of Directors a report of Al Reiss, a registered engineer, in regard to the construction of sanitary sewer laterals to serve The Crestview Country Club Estates, Southern Village Addition to Sedgwick County, Kansas, which is a part of the said improvement district.

THEREAFTER, there was submitted to the Board of Directors a report from Al Reiss, a registered engineer in regard to the construction of streets to serve The Crestview Country Club Estates, Southern Village Addition to Sedgwick County, Kansas which is a part of the said improvement district.

THEREAFTER, there was submitted to the Board of Directors of said improvement district an estimate prepared by Mr. Bill H. Otten, a professional engineer with the Water Department of the City of Wichita in regard to the construction of a water distribution system to serve The Crestview Country Club Estates, Southern Village Addition, to Sedgwick County, Kansas.

All three of the above reports containing an engineer's estimate of the costs of each of the projects as above set out.

After considering the same, it was moved, seconded and unanimously carried that the Board of Directors of The Crestview Country Club Improvement District proceed forthwith to take necessary steps to issue bonds in three separate issues, one for the construction of the sanitary sewer lateral system to serve property as hereinafter set out, the second issue, to pay for streets and improvements as above set out, to serve real property hereinafter described and within the improvement district and one to pay for the construction of a water distribution system to serve the real property hereinafter set out, and that in each instance such work be paid for by special assessments to be levied against the property to be benefitted thereby as set out in the statutes of such cases made and provided, the bond issue to pay for the water improvements and the sewer improvements to be payable in fifteen years in equal annual installments and the bond issue to pay for the street improvements to be payable in ten years in ten equal installments.

That each of such bond issues be in an amount as follows, to wit: Sanitary Sewer Lateral Bonds Fifty Thousand Dollars; Street Improvement Bonds Eighty-Six Thousand Dollars; Water Distribution System Bonds Twenty-eight Thousand, Nine Hundred Seventy -Eight Dollars.

That all of the above construction is to serve the real property known as Crestview Country Club Estates, Southern Village Addition, to Sedgwick County, Kansas which is a part of The Crestview Country Club Improvement District of Sedgwick County, Kansas."

CERTIFICATE OF SECRETARY

STATE OF KANSAS, SEDGWICK COUNTY      SS

James F. Haugen, being of legal age and duly sworn, says that he is the duly elected, qualified and acting Secretary of the Board of Directors of the Crestview Country Club Improvement District of Sedgwick County, Kansas; that the above and foregoing is a true and

correct excerpt from the minutes of the meeting of such Board of Directors held on the 24<sup>th</sup> day of July, 1972.

James J. Kaup  
Secretary of the Board of Directors of  
The Crestview Country Club Improvement  
District of Sedgwick County, Kansas.

Subscribed and sworn to before me this 24<sup>th</sup> day of July,  
1972.

W. B. Lape  
Notary Public

My Commission Expires:

May 10, 1973

LAW OFFICES  
**DRESIE AND JORGENSEN**  
815 UNION NATIONAL BUILDING  
BROADWAY AND DOUGLAS  
WICHITA, KANSAS 67202  
(316) 267-4231

GREY DRESIE  
J. PAUL JORGENSEN (1912-1967)  
JOHN F. JORGENSEN  
DAVID J. WOOD

MT. HOPE, KANSAS 67108  
P. O. BOX 292  
(316) 667-3611

August 3, 1972

Mr. Robert Lakin, Director  
Metropolitan Area Planning Commission  
City Annex Building  
Wichita, Kansas 67202

Dear Bob:

I believe that the three items enclosed, to wit:

1. Title opinion
2. Recorded Public Utility Easement
3. Recorded Restrictions and Covenants, etc.

will take care of the legal requirements on the plat for Crestview  
Country Club Estates, Southern Village Addition.

Please advise me if anything further is needed.

Very truly yours,

DRESIE, JORGENSEN & WOOD

By: *Grey Dresie*

LAW OFFICES  
**DRESIE AND JORGENSEN**  
815 UNION NATIONAL BUILDING  
BROADWAY AND DOUGLAS  
WICHITA, KANSAS 67202  
(316) 267-4231

GREY DRESIE  
J. PAUL JORGENSEN (1912-1967)  
JOHN F. JORGENSEN  
DAVID J. WOOD

July 19, 1972

MT. HOPE, KANSAS 67108  
P. O. Box 292  
(316) 667-3611

Metropolitan Area Planning Commission  
City Annex Building  
Wichita, Kansas 67202

In Re: Beginning at the south quarter corner of Section 14, T 27 S, R 2 E of the 6th P. M., Sedgwick County, Kansas; thence north 88°48'47" east a distance of 100.00 feet along the south line of said Section 14; thence north 1°11'13" west a distance of 635.41 feet; thence south 72°10'46" west a distance of 781.76 feet; thence south 88°57'58" west a distance of 782.63 feet; thence north 82°06'23" west a distance of 456.06 feet; thence south 70°56'27" west a distance of 59.74 feet; thence south 1°11'13" east a distance of 473.28 feet; thence north 88°48'47" east on the south line of said Section 14 a distance of 1,940.00 feet to the point of beginning, containing 21.71 acres more or less.



Gentlemen:

We have examined the title to the above property which is being platted as Crestview Country Club Estates Southern Village Addition to Sedgwick County, Kansas. We find the fee title to be in the

CRESTVIEW DEVELOPMENT CORPORATION

subject to the following:

1. Taxes for the year 1971 and prior years are shown as paid.
2. There is a mortgage to the Union National Bank of Wichita, Kansas dated May 19, 1970 and filed for record on Book 1687 of Mortgages at page 576.

Metropolitan Area Planning Commission  
Page 2

Very truly yours,

DRESIE JORGENSEN & WOOD

By: *[Signature]*

GD:bjm

PUBLIC UTILITY EASEMENT

BOOK 25 PAGE 871

We, the undersigned, being all of the owners of the title and of all of the interest in the following described real property do hereby grant and convey and dedicate to the public an easement for public utility purposes over and across the following described real property, to-wit:

" A twenty foot easement north of and immediately adjacent to the following described line; commencing at monument No. 37 thence in a straight line 50.29 feet to the Northeast corner of the plat of Crestview Country Club Estates Southern Village Addition to Sedgwick County, Kansas, thence along the northern boundary of such addition to the northwest corner of such addition.

STATE OF KANSAS  
SEDEGWICK COUNTY  
FILED FOR RECORD AT

AUG 1 1972

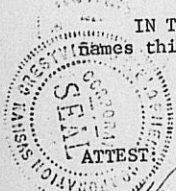
NO. 1 22872

JOHN HINE  
REGISTER OF DEEDS

*Paul [Signature]*

Original Compared  
With Record

Right of ingress and egress are hereby granted to the public to install, maintain and repair public utilities in such easement it being understood that the surface of the ground shall be put back in good condition after such installation or repairs and that no unsightly structures or accumulations of waste, dirt, or other debris caused by such installation or repairs will be allowed to remain upon the premises after such work is completed. If the person or corporation who makes such repairs does not cause the surface of the land to be put back in condition as above set forth upon demand, then and in that event either the grantors hereunder or their successors or assigns may cause such work to be done and may charge the same against the person or corporation doing such work and take whatever legal steps are necessary to collect such charges.



IN TESTIMONY WHEREOF, the parties have hereunto signed their names this 24 day of July, 1972.

CRESTVIEW DEVELOPMENT CORPORATION

BY: James P. Haugen  
President  
James P. Haugen

Walter E. [Signature]  
Secretary

THE CRESTVIEW COUNTRY CLUB ASSOCIATION

BY: A. K. Wilson  
President

ATTEST:  
Keith [Signature]  
Secretary

A. K. Wilson

THE UNION NATIONAL BANK OF WICHITA, KANSAS

BY: C. W. Gillonwater  
C. W. Gillonwater, Vice President

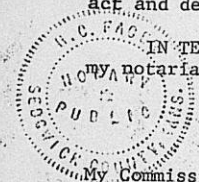


ATTEST:  
Emma Lou Wix  
Emma Lou Wix, Vice President

100 No. [Handwritten notes]

STATE OF KANSAS, SEDGWICK COUNTY, ss.

BE IT REMEMBERED, that on this 24th day of JULY, 1972, before me a Notary Public in and for the said county and state, there personally appeared JAMES F. HAUGEN, the President of the Crestview Development Corporation, who is personally known by me to be the same prrson who executed the above and foregoing instrument of writing and said person duly acknowledged the same to be his act and deed for and on behalf of said corporation.



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

H. C. Fager  
Notary Public

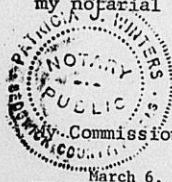
My Commission Expires:

May 10, 1973

H. C. Fager

STATE OF KANSAS, SEDGWICK COUNTY, ss.

BE IT REMEMBERED, that on this 26th day of July, 1972, before me a Notary Public in and for the said county and state, there personally appeared A. K. Wilson, the President of the Crestview Country Club Association, who is personally known by me to be the same person who executed and above and foregoing instrument of writing and said person duly acknowledged the same to be his act and deed for and on behalf of said corporation.



IN TESTIMONY WHEREOF, I have hereunto signed my name and affixed my notarial seal the day and year last above whitten.

Patricia J. Winters  
Notary Public

My Commission Expires:

March 6, 1976

Patricia J. Winters

STATE OF KANSAS, SEDGWICK COUNTY, ss.

BE IT REMEMBERED That on this 28th day of July, 1972, before me a Notary Public in and for the said county and state, there personally appeared C. W. Gillenwater, the Vice President of the Union National Bank of Wichita, Kansas, who is personally known to me to be the same person who executed the above and foregoing instrument of writing and said person duly acknowledged the same to be his act and deed for and on behalf of said corporation.



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

Alice B. Murphy  
Notary Public

My Commission Expires:

March 25, 1975

Alice B. Murphy

DECLARATION OF COVENANTS AND RESTRICTIONS OF CRESTVIEW COUNTRY CLUB ESTATES: SOUTHERN VILLAGE ADDITION TO SEDGWICK COUNTY, KANSAS

CRESTVIEW DEVELOPMENT CORPORATION, hereinafter referred to as "Declarant" being the owner of that certain real property subject to this Declaration, DOES HEREBY DECLARE, FIX AND ESTABLISH a general plan for the development, improvement, protection and maintenance of the property subject to this Declaration, and DOES HEREBY DECLARE, FIX AND ESTABLISH the covenants, conditions, restrictions, liens and charges upon and subject to which all of the property subject to this Declaration, and all part or portions thereof, improvements thereon and interests therein, shall be held, used, occupied, leased, subleased or otherwise transferred; all of which are for the benefit of said property and each person having any interest therein as owner or lessee or sublessee; and the same and each of them shall inure to and be binding upon each and every successive successor in interest of each such person, and the same and each of same is hereby imposed upon said property as a servitude in favor thereof and interest therein as the dominant tenement or tenements, to-wit:

STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORD  
AUG 1 1972

NO. 1 22473

JOHN MALE  
REGISTERED DEEDS

*Paul S. ...  
Deputy*

Original Comparison  
With Record

ARTICLE I

PROPERTY DESCRIPTION:

The property subject to this Declaration hereinbefore and hereinafter referred to as "subject property" is situated in the County of Sedgwick, State of Kansas, and is particularly described as follows:

Crestview Country Club Estates, Southern Village Addition to Sedgwick County, Kansas.

ARTICLE II

DEFINITIONS:

Unless the context clearly indicates a different meaning therefor, the following words, phrases or terms as hereinafter used in this Declaration (regardless of the tense or person in which the same may be used) shall be deemed to mean and shall be defined as hereinafter in this Article II set forth:

ARTICLES OF INCORPORATION AND BY-LAWS:

Articles of Incorporation or By-Laws, as the case may be, of the Association as the same may be amended from time to time.

ASSOCIATION:

The Crestview Country Club Estates Home Owners Association, a Kansas non-profit corporation, the members of which shall be all of the several owners of the subject property hereinafter described.

COMMUNITY FACILITIES:

All facilities placed or erected on a community area and all facilities serving more than one residence site or one owner and including drives, walks, parking areas, sewers, electrical, water, gas, television, and telephone services and fixtures, storage and equipment areas or enclosures, parks, open spaces, planted and landscaped areas, sprinkling systems and recreation areas including but not limited to swimming pool, barbeque facilities and related areas.

16 CC  
see Crestview, Sedgwick Co., Kansas

**OWNER:** Any person or persons who own a residence site in fee simple in any part of Crestview Country Club Estates, Southern Village Addition to Sedgwick County, Kansas, and the successive successors, assigns, heirs, devisees or personal representatives of such person or persons.

**COMMUNITY OR COMMON AREAS:** All of the subject property other than the residence sites or lots.

**NOTICE:** Notice, declaration, certification, approval, consent, authorization shall mean and be effective as such only when in writing.

**TRANSFER:** A transfer of any and every kind or nature whatsoever of any right, title or interest in subject property or in a residence site or any part or portion thereof or interest therein or improvement thereon or appurtenant thereto, including a transfer by deed or trust or mortgage and also including, but not limited to, a sale, assignment, gift, lease or sublease.

**UTILITY:** Electricity, gas, water, telephone, television, landscape maintenance, trash pickup and like services, whether or not provided or supplied by a public utility company or an improvement district or Home Owners Association.

ARTICLE III**INCORPORATION OF EXISTING RESTRICTIONS:**

To the extent that all or any portion of the subject property shall heretofore have been made subject to any conditions or restrictions of use by a recorded instrument or instruments the Association and each member shall abide by any such conditions or restrictions. Nothing herein contained is intended to abrogate any existing valid restrictions or covenants concerning subject property.

ARTICLE IV**OCCUPANCY:  
Conduct:**

An owner shall not interfere with the rights of other owners, the Association, or the Declarant, nor intentionally or unintentionally, annoy any of such or any of the occupants of subject property by unreasonable noises, offensive odors, improper neighborly conduct or otherwise.

An owner shall obey and comply with all public laws, ordinances, rules and regulations and all ground rules now or hereafter promulgated as provided for in this Declaration.

No owner shall do or allow to be done any act which causes, or threatens to cause any damage, encroachment, or disrepair to the subject property, community facilities, or the residence site of any other owner.

ARTICLE V**RESTRICTIVE COVENANTS:**

The subject property shall be used and occupied for residential purposes only, and not more than one two family dwelling, with appurtenances shall erected on each lot as platted.

Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and in the common areas. Dogs and other animals shall not be allowed to trespass on the adjacent Crestview Country Club whether on leash or not.

There shall not be any external television or radio antennas erected, and no owner shall erect any structures, either permanent or temporary, upon any of the common areas.

No automobile, truck, motorcycle, motorbike, boat, house trailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the common area.

Motor scooters, mini trail bikes, or similar vehicles shall be operated for transportation only and no joy riding on the streets or lot premises shall be allowed.

Those garage doors which are allowed to face on a street shall be kept closed at all times when not necessary for the purpose of ingress or maintenance.

No trailer, basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation. No used, second hand or previously erected house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land.

No animals or poultry of any kind, other than pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants. Provided that the ordinance of the City of Wichita governing the care and number of pets or dogs should apply and be used to regulate pets or animals.

No signs, advertisements, billboard or advertising structures or any kind may be erected or maintained on any of the building sites herein restricted, provided, however, that permission is hereby granted for the creation and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall be not more than five (5) feet square in size and may be used for the sole and exclusive purpose of advertising for sale or lease, the building site upon which it is erected and improvements thereon, if any.

Oil drilling, oil development, operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, or in any common area to all building sites, nor shall oil wells, tanks, tunnels, minerals excavations or shafts be permitted upon or in any of the building sites covered by these covenants, or in any area common to all building sites. Fuel oil storage tanks as a part of the heating equipment of a detached single-family dwelling shall be permitted only if located underground.

The Board of Directors of Crestview Country Club shall also have the right to enforce the restrictive covenants set out herein.

ARTICLE VI

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OCIATION:  
ers and Duties:

The Crestview Country Club Estates Homeowners Association of the State of Kansas shall have the rights and powers as set forth in its Articles of Incorporation and By-laws, together with its general powers as a non-profit corporation, and it shall perform each and every duty required of it by this Declaration.

Declarant shall carry out all of the duties and powers herein delegated to the Association in regard to each particular platted area until at least fifty (50) per cent of the building sites in each separate plat shall have residences constructed thereon occupied in accordance with these Declarations of Covenants and Restrictions. As each separate platted area reaches fifty (50) per cent of development as aforesaid, such platted area shall be turned over to the Association which shall then exercise the powers and duties herein set out in regard to such platted area. Owners in platted areas shall not vote in the Association until the management of the particular platted area wherein they reside has been turned over to the Association. Provided however that the Declarant may at its option at any time turn the management of any platted area over the Association. The Association and the Declarant shall cooperate fully in the management of all areas.

Declarant shall maintain, develop and manage all unsold portions of the property at its sole cost and the Association shall not levy any assessment against Declarant for any reason.

The Association shall own and maintain the common areas, reserves and access easements.

The cost of such maintenance shall be paid from the proceeds of special assessments levied against each lot as hereinafter set out.

SOCIATION:  
erations and  
penses:

The Association shall establish such committees as may be provided for in its By-laws, shall engage a manager, secretaries, engineers, auditors, legal counsel, and other employees or consultants as may be reasonably necessary for the discharge of its duties hereunder. The expenses of committees, the salaries of a manager and other employees and the fees of consultants shall be established and paid for by the Association. The Association shall pay all other expenses necessary or incidental to the conduct or carrying on of its business.

SOCIATION:  
forcement:

The Association may engage a professional management firm and turn over to such firm any duties required by its Charter and By-laws and this Declaration, or may contract with the Crestview Country Club Improvement District of Sedgwick County, Kansas, to perform such duties or any part thereof. The Association shall have the duty to enforce each and every of the provisions of this Declaration, including the duty to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions hereof, and to pay all costs of any such action or other enforcement procedure.

The Association by three-fourths vote of the Board of Directors shall have the power to levy fines up to and including \$100.00 against any Owner who has breached or threatens to breach any of the provisions of this Declaration or By-laws of the Association.

ASSOCIATION:  
Fees and Assessments: Each Owner shall be obligated to pay the tax or assessments assessed by the County Assessor against his own residence site, or personal property.

ARTICLE VII

ASSESSMENTS AND LIENS:  
General Assessments: Each Owner shall pay to the Association, the assessments which shall be established by the Association for the operation of the Association and the operation, maintenance, care and improvement of the property. Each residence site within subject property shall be subject to a lien to secure payment of the assessment established against it.

ASSESSMENTS AND LIENS:  
Fees and Operating Fund: All general assessments shall be made against each Owner on an equal basis, for each lot or fraction thereof owned by the Owner or Owners.

Each new Owner shall pay an original charge of \$75.00 to the Association to be used as an operating fund for the Association.

ASSESSMENTS AND LIENS:  
Special Assessments: The Association may, from time to time, at a regular meeting or a special meeting called upon notice, establish a special assessment to be levied equally against each residence site for the operation of the Association and the operation, maintenance, care and improvement of such property. In addition, the Association shall have the authority to establish and fix a special assessment on any residence site to secure the liability of the Owner of such residence site to the Association for any breach by such Owner of any of the provisions of this Declaration, which breach shall require an expenditure by the Association for repair or remedy. Any special assessment shall become a lien against each individual residence and residence site in the same manner otherwise provided in this Article. Any special assessment shall be payable in full on the first day of the second calendar month next following the date that the same shall be established by the Association and shall thereafter bear interest until paid in full at a rate to be established by the Association Board of Directors.

ASSESSMENTS AND LIENS:  
Collection and Expenditures: The Association shall have the sole authority to collect and enforce the collection of all general and special assessments provided for in this Declaration, and may in addition to such assessments charge and assess costs (including reasonable attorney fees) and penalties and interest for the late payment or non-payment thereof. The Association shall have the authority to expend all moneys collected from such assessments, costs, penalties, and interest for the payment of expenses and costs in carrying out the duties, rights and powers of the Association and provided for in this Declaration and in the Articles of Incorporation and By-laws of the Association.

ASSESSMENTS AND LIENS: Thirty (30) days after any general or special charge and assessment shall be due and payable, and unpaid or otherwise not satisfied, the same shall be and become delinquent, and shall so continue until the amount of said charge and assessment together with all costs, penalties and interest as herein provided have been fully paid or otherwise satisfied.

ASSESSMENTS AND LIENS: At any time after general or special charge and assessment against any residence site has become a lien and delinquent, the Association may record a Notice of Delinquency as to such residence site, which Notice shall state therein the amount of such delinquency and that it is a lien, and the interest, costs (including attorneys' fees) and penalties which have accrued thereon, a description of the residence site against which the same has been assessed, and the name of the record or reputed record owner thereof and such notice shall be signed by an officer of the Association.

Upon payment or other satisfaction of said assessment, interest, penalties and costs in connection of which notice has been recorded, the Association shall record a further notice stating the satisfaction and the release of the lien thereof.

ASSESSMENTS AND LIENS: Each lien established pursuant to the provisions of this Declaration by the recording of a Notice of Delinquency as hereinabove provided, may be foreclosed as provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to costs, including reasonable attorney's fees, and such penalties for delinquent charges and assessments as shall have been established by the Association.

ASSESSMENTS AND LIENS: Declarant, as to the property covered by this Declaration and each residence site embraced therein, has established and does hereby establish, reserve and impose a lien thereon securing each assessment provided by this Declaration, together with said costs, penalties and interest, and Declarant does hereby assign to the Association the right to collect and enforce the collection of the same in accordance with and subject to the limitations contained in each of the provisions of this Declaration.

ASSESSMENTS AND LIENS: Each and every assessment and lien, together with any costs, penalties and interest reserved under this Declaration, shall be subordinate to any valid bona fide mortgage (and the lien and/or title thereof) which has been or may hereafter be given in good faith and for value on any interest of any Owner covered by this Declaration. Any subsequent Owner of any residence site purchased at foreclosure shall be bound by the restrictions, assessments and liens set out in this Declaration, not including, however, any assessment or lien arising prior to the foreclosure sale.

#### ARTICLE VIII

REPAIR AND RESTORATION: Should any community facilities or any part or portion thereof, be damaged or destroyed by fire or other casualty or by intentional mischief, the

Association, shall be responsible for the cost and expense of repair and restoration, and the same shall be done substantially in accordance with the original plans and specifications for the improvement of subject property.

REPAIR AND RESTORATION:  
Timing and Completion:

The repair and resotration work referred to in this Article shall be commenced within thirty (30) days after the happening of the destruction or damage occasioning the same, time being the essence, and once commenced the same shall be pursued diligently to completion; and should the same not be timely commenced, the Association may, by notice to the responsible party, elect to repair or restore the same on behalf of and at the cost and expense of the responsible party or parties, and in that event all insurance proceeds collected and any additional amount of costs and expenses in excess thereof shall be paid over to the Association to be used by or to reimburse it for such repair or restoration.

REPAIR AND RESTORATION:  
Approval of Plans:

No work provided for in this Article or elsewhere in this Declaration shall be commenced and no structure shall be painted or repainted on the exterior thereof or constructed, altered or repaired until complete plans and specifications for the work, including color schemes, shall have been submitted to and approved by the Association and by any governmental body having jurisdiction of the work.

ARTICLE IX

EASEMENTS:  
Reservation:

There are hereby specifically reserved for the benefit of the Association, for the Owners in common and for each Owner severally, as their respective interests shall obtain, the easements and rights of way as particularly identified in this Article.

EASEMENTS:  
Reservation of  
Right of Way:

Declarant specifically reserves unto itself, its successors and assigns, a perpetual, non-exclusive easement and right-of-way over the common area, for the purpose of conveying gas, water, and sewerage over, across and through the lands hereinabove described, together with the right to excavate and level ditches and/or trenches for the location of said pipes, drains, and/or mains; provided, however, the subject property is at all times to be replaced in its original state at the expense of the Declarant, his successors and assigns, for the purpose of developing all residence sites located upon subject property and any contiguous and adjacent property to be developed at a later time. This easement is not intended to be exclusive and it is not intended to prohibit or restrain the owners of the subject property to use the land for their benefit. Provided that the Crestview Country Club Improvement District of Sedgwick County, Kansas, and other necessary public utilities, may use such easements and shall have

such easements for the purposes necessary to construct, erect and maintain public utilities for the benefit of such property.

ARTICLE X

OFF STREET PARKING:

Each residence site upon which a two family dwelling is constructed shall contain a minimum of three suitably surfaced parking spaces for each dwelling unit, such parking spaces shall be off-street and shall be on the dwelling site either connected to or a part of the driveway from the street. Each of such off-street parking spaces shall be of sufficient size to accommodate a passenger motor vehicle.

ARTICLE XI

ARCHITECTURAL CONTROL COMMITTEE:

No dwelling outbuilding, landscaping, fencing, or improvement shall be erected, placed, altered, or permitted to remain on any premises in said development until the building or other improvements, plans, specifications and any plats showing the location of such improvement on the particular building site have been submitted to and approved in writing as to the external design and as to the location of improvements with respect to topography, grade and finished ground elevation by a committee composed of the Board of Directors of the Declarant.

Such committee shall consider and pass upon such matters, and the decisions of such committee, or of a majority of the members, thereof, shall be binding upon all parties. The Architectural Control Committee shall have the power to regulate the distance between improvements on adjoining residence sites.

Provided, however, that if the Architectural Control Committee does not approve or reject the designation and location within thirty (30) days as above set out, that the owner or his agent shall notify one of the Architectural Control Committee members of his intention to commence construction on the plans submitted by delivering such notice to such member at least forty eight (48) hours before such construction is commenced.

Provided further that neither said Committee nor the Declarant shall be liable in damages to anyone so submitting plans for approval, for failure or neglect to approve the same. In event said committee shall fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to said committee, this covenant will be deemed to have been fully complied with.

It is further provided that no one story residential structure shall be constructed on the subject property which contains less than 1400 square feet of living space per family unit nor any two story residential structure which contains less than 2000 square feet of living space per family unit, such to be exclusive of garages, patios, porches or basements. Each living unit shall have a double garage. If construction or alteration or improvements are begun in violation of the terms and conditions of this agreement, said committee, or their successors in interest, may enjoin the erection, establishment or alteration of such improvements, or bring mandatory injunctions to require the removal thereof.

ARTICLE XII

MISCELLANEOUS:  
Acceptance of Provisions by Grantee:

The Association and each grantee hereafter of any part or portion of the property covered by this Declaration and any purchaser under any grant, contract of sale or any lessee under any lease covering any part or portion of such property, accepts the same subject to all of the restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers of the Association and Declarant provided for in this Declaration.

MISCELLANEOUS:  
Interpretations of Restrictions:

In interpreting and applying the provisions of this Declaration they shall be held to the minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners of said property. It is not the intent of this Declaration to interfere with any provisions of any law or ordinance or any rules, regulations or permits previously adopted or issued pursuant to law relating to the use of buildings or premises; nor is it the intention of this Declaration to interfere with or abrogate or annul easements, covenants, or other agreements, between parties; provided however, that where this Declaration imposes a greater restriction upon the use or occupancy of any residence site or upon the construction of buildings or structures, or in connection with any other matters that are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits, then in that case the provisions of this Declaration shall control.

MISCELLANEOUS:  
Construction and Validity of Restrictions:

All of said restrictions, conditions, covenants, reservations, liens, and charges contained in this Declaration shall be construed together, but if it shall at any time be held that any one or more of such restrictions, conditions, covenants, reservations, liens or charges, or any part thereof, is invalid or for any reason becomes unenforceable, no other restriction, condition, covenant, reservation, lien or charge, or any part thereof, shall be affected or impaired.

MISCELLANEOUS:  
Assignment of Powers:

Any and all rights and powers of the Declarant provided for in this Declaration and any modification or amendment thereof, may be delegated, transferred, assigned, conveyed or released

by Declarant to the Association, and the Association shall accept the same upon the recording of a notice thereof, and the same shall be effective for the period and to the extent stated therein. In a like manner and for a like term, such powers and duties may be assigned to the Crestview Country Club Improvement District of Sedgwick County, Kansas.

**MISCELLANEOUS:  
Waiver and Exceptions:**

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

**MISCELLANEOUS:  
Titles:**

All titles used in this Declaration, including those of articles, sections and subsections, are intended solely for convenience of reference, and the same shall not, nor shall any of them affect that which is set forth in this Article, section or subsection nor any of the terms or provisions of this Declaration nor the meaning thereof.

**MISCELLANEOUS:  
Singular and Plural  
Masculine and  
Feminine:**

The singular shall include the plural and the plural the singular unless the context requires the contrary, and the masculine, feminine and neuter shall each include the masculine, feminine and neuter as the context requires.

**MISCELLANEOUS:  
Successors in  
Interest:**

Reference herein to either the Association or Declarant shall include each successor to the affairs as such, and each such successor shall succeed to the rights, powers and authority hereunder of such to whose affairs it succeeds.

**MISCELLANEOUS:  
AMENDMENTS:**

These covenants, restrictions, reservations and conditions shall remain in full force and effect for a period of fifty (50) years from the date hereof. No modification, repeal or amendments of this Declaration shall be effective or binding upon any party or upon any real property subject hereto or benefited hereby unless an instrument in writing shall be duly recorded and unless it be executed by the Association and by not less than seventy-five (75) percent of the members.

**MAINTENANCE OF  
COMMON AREAS:**

Declarant further covenants that the areas specifically referred to as Reserve A, B, C, D and those areas adjacent to the buildings in said Southern Village Addition Plat and these areas designated as access to the golf course of Crestview Country Club shall be landscaped and maintained by the said Association, and that the expense of the same shall be raised by special assessments levied by the Home Owners Association as hereinbefore set out. Provided that the primary responsibility for maintaining the yard areas around the residential structures shall be that of the Association, however, the individual home owners shall have the right to participate in such maintenance if they so desire; provided further that no maintenance or landscaping performed by the home owners shall be inconsistent with the general landscaping of the area.



ACCEPTANCE AND APPROVAL

THE CRESTVIEW COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION, a non-profit corporation organized and existing under the laws of the State of Kansas, and THE UNION NATIONAL BANK do hereby accept and consent to all of the terms, provisions and conditions, including all protective restrictions, conditions, covenants, reservations, liens charges and assessments contained in the foregoing Declaration and by this Acceptance and Consent agree to act in the capacity and with the powers and authority given it under said Declaration. The acceptance and consent is hereby executed and the undersigned hereby causes its signature seal to be hereunto affixed by its authorized officers, on the 28<sup>th</sup> day of July, 1972.



THE CRESTVIEW COUNTRY CLUB ESTATES HOMEOWNERS ASSOCIATION

By: James F. Haugen  
James F. Haugen President

THE UNION NATIONAL BANK

By: C. W. Gillenwater  
C. W. Gillenwater Vice President

ATTEST:

Wanda E. Tomlinson  
Secretary

ATTEST:

Emma Lou Wix  
Emma Lou Wix, Vice President

STATE OF KANSAS )  
                          )ss:  
SEDGWICK COUNTY )

BE IT REMEMBERED that on this 28th day of July, 1972, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came \_\_\_\_\_, President of the Crestview Country Club Estates Homeowners Association, a corporation of the State of Kansas, and \_\_\_\_\_, President of The Union National Bank, a corporation of the State of Kansas, personally known to me to be the same persons who executed the foregoing instrument in writing as officers of said corporation, in behalf of said corporations and they duly acknowledged the execution of the same for themselves and for said corporation for the uses and purposes herein set forth.

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

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

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

CORPORATION ACKNOWLEDGMENT

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STATE OF KANSAS }  
COUNTY OF SEDGWICK } ss:

On this 28<sup>th</sup> day of July, A.D., 1972, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared James F. Haugen to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its \_\_\_\_\_ President and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

My Commission Expires:

May 10, 1973

H.C. Fager  
Notary Public

H.C. Fager

BANK ACKNOWLEDGMENT

STATE OF KANSAS }  
COUNTY OF SEDGWICK } ss:

BE IT REMEMBERED, that on this 28 day of July, 1972, before me, the undersigned, a Notary Public, duly commissioned in and for the County and State aforesaid, came C. W. Gillenwater, Vice President of Union National Bank of Wichita, Wichita, Kansas, a corporation organized under the banking laws of the United States of America, personally known to me to be such officer, and to be the same person who executed, as such officer, the foregoing instrument of writing in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation.

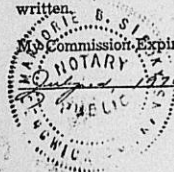
IN WITNESS WHEREOF, I have hereunto set my hand and Official Seal on the day and year last above written.

My Commission Expires:

July 1, 1976

Marjorie B. Siroky  
Notary Public

Marjorie B. Siroky



APPROVAL

THE CRESTVIEW COUNTRY CLUB CORPORATION, a non-profit corporation organized and existing under the laws of the State of Kansas, does hereby approve the above and foregoing Declaration and all restrictions set out therein.

CRESTVIEW COUNTRY CLUB CORPORATION

By A. K. Wilson  
President

A. K. Wilson

ATTEST:

Keith Lesher  
Secretary

STATE OF KANSAS )  
(ss:  
SEDGWICK COUNTY )

BE IT REMEMBERED that on this 26th day of July, 1972, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came A. K. Wilson, President of Crestview Country Club Corporation, a corporation of the State of Kansas, personally known to me to be the same person who executed the foregoing instrument of writing as an officer of said corporation, in behalf of said corporation, and he duly acknowledged the execution of the same for himself and for said corporation for the uses and purposes therein set forth.

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

Patricia J. Winters  
Notary Public

Patricia J. Winters



Commission Expires: March 6, 1976

REGISTERED PROFESSIONAL ENGINEERS:  
CHARLES M. GOODNESS  
AL E. REISS

PHONE (316) 264-1391

**REISS & GOODNESS ENGINEERS**

*Consulting Engineers*

2160 E. DOUGLAS AVE.  
WICHITA, KANSAS 67214

June 23, 1972

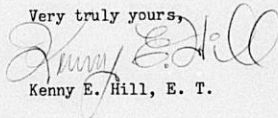
Mr. Curtis Newby  
Wichita-Sedgwick County Metropolitan  
Area Planning Department  
104 S. Main St.  
Wichita, Kansas 67202

Re: Crestview Country Club Estates,  
Southern Village Addition

Dear Mr. Newby:

Enclosed is a copy of the boundary closure on Southern Village  
Addition as requested.

Very truly yours,



Kenny E. Hill, E. T.

KEH:h  
Encl.



FINAL BOUNDARY SOUTHERN VILLAGE  
6-17-72

*Charles M. Goodner*

ADB 1 1 5000  
? ADB 1 2 2040 N 88 48 47.0 E  
? ADB 2 3 635.07 N 1 11 13.0 W  
? ADB 3 4 781.39 S 72 10 46.0 W  
? ADB 4 5 782.30 S 68 57 58.0 W  
? ADB 5 6 454.00 N 82 06 23.0 W  
? ADB 6 7 59.71 S 76 56 27.0 W  
? ADB 7 1 473.16 S 1 11 13.0 E  
CLOSURE DIST.= .2925 AZIMUTH= 270- 51- .9  
ACCURACY IS 1 FT. IN 17873 FT.

ADJUSTED COORDINATES

POINT	COORDINATES	
1	20000.000000	20000.000000
2	20042.254625	22039.413356
FROM PT. 1 TO PT. 2	DIST=	2039.8510 AZ= 88- 48- 47.0
3	20677.199900	22026.257894
FROM PT. 2 TO PT. 3	DIST=	635.0815 AZ= 358- 48- 47.0
4	20438.050289	21282.311086
FROM PT. 3 TO PT. 4	DIST=	781.4406 AZ= 252- 10- 46.0
5	20423.933638	20500.081311
FROM PT. 4 TO PT. 5	DIST=	782.3571 AZ= 268- 57- 58.0
6	20486.562664	20048.368162
FROM PT. 5 TO PT. 6	DIST=	456.0342 AZ= 277- 53- 37.0
7	20473.069853	19990.198510
FROM PT. 6 TO PT. 7	DIST=	59.7140 AZ= 256- 56- 27.0
1	20000.000000	20000.000000
FROM PT. 7 TO PT. 1	DIST=	473.1714 AZ= 178- 48- 47.0

?



May 12, 1972

Reiss & Goodness, Engineers  
2160 East Douglas  
Wichita, Kansas 67214

Re: S/D 72-28 - Final Plat of  
SOUTHERN VILLAGE ADDITION

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on May 11, 1972, 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 May 5, 1972.

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

1. Compliance with the requirements of the Metropolitan Area Planning Commission.
- ~~SR~~ Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- ~~SR~~ Certification by an attorney that fee title is vested in the platator.
- ~~SR~~ Certification that all taxes due and payable for 1971 and prior years have been paid.

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

Sincerely,

Jack H. Galbraith  
Chief Planner

JHG:ber

cc: Crestview Development Corp., 130 North Market 67202  
L. E. Forsse, 1000 Parklane 67218

May 5, 1972

Reiss & Goodness Engineers  
2160 East Douglas  
Wichita, Kansas 67214

Subject: S/D 72-28 - Final Plat  
of SOUTHERN VILLAGE ADDITION

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, May 4, 1972, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- ~~A.~~ Approval of the plat is subject to the approval of the associated County zone case SCZ-0281, "R-1" to "AA", and Conditional Use case CU-137. *→ approved by County Commission on 5-10-72*
- ~~B.~~ The plat's text shall be amended to include adequate provisions for the platting of the land into "lots, reserves and a street", the dedication of the street to and for the use of the public, and for the granting of the "complete access control" over and across the south line of Reserve "D".
- ~~C.~~ All lot lines shall be dimensioned and angles of deflection labeled on face of the plat.
- ~~D.~~ The text for the approval by the Board of City and County Commissioners shall be amended as follows: "This plat approved and the dedications shown hereon accepted by...."
- ~~E.~~ Indicating on the face of the plat the limits of "Reserve A" where it adjoins the north line of the right-of-way for Central Avenue.
- ~~F.~~ The 20-foot utility easement indicated on the preliminary plat parallel and adjacent to the north line of subject property, shall be obtained from the Crestview Country Club and granted by separate instrument.

*→ recorded in Bk. 25 p. 871 & 872  
on Aug. 1, 1972*

Page 2 - Final Plat of SOUTHERN VILLAGE ADDITION  
May 5, 1972

*Recorded Bk. 25 pp. 873-886  
on Aug. 1, 1972.*

*OK* The applicant shall furnish a copy of a Home Association Agreement to the Planning Department. Said agreement shall contain provisions for the construction, development and continued maintenance of the common open space reserves, parking areas, the private drives and access easements, buffer reserve, sidewalks adjacent to the drives, etc.

*OK* The applicant intends to utilize a sanitary sewer system which will connect with the existing sewage treatment facilities serving the other platted developments in the area. The applicant shall obtain a letter from the Wichita-Sedgwick County Environmental Health Department approving the connection of this new system into the existing facilities.

*OK* The applicant shall install or guarantee the installation of the sanitary sewer lines in accordance with specifications of the City of Wichita. *memo rec'd 8-9-72*

*OK* The applicant shall make satisfactory arrangements for the extension of municipal water to serve all lots being platted. *issuance of bonds*

*OK* The subdivision shall be served with underground electrical and telephone utilities.

*OK* 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, May 11, 1972, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby  
Planning Analyst

CLN:rme

Enclosure

cc: Crestview Development Corp., 130 North Market, 67202  
L. E. Forsse, 1000 Parklane

FINAL PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 72-28 Name SOUTHERN VILLAGE ADDITION - Crestview Club Estates  
Date Application Rec'd. 3-27-72 Preliminary Approval 4-6-72  
Scheduled S/D Meeting 5-4-72

DESCRIPTION

General Location On the north side of Central in an area between  
127th and 143rd Streets East  
Owner Crestview Development Corp.  
Surveyor/Engineer Reiss & Goodness Engineers  
Address 2160 East Douglas Phone 264-1391

- |   |  |
|---|--|
| 1. Gross Acreage of Plat <u>21.71</u>   | 7. Lineal Feet of New Streets:             |
| 2. Number of Lots:  | a. <u>64</u> R/W <u>1700</u> ft.           |
| Residential <u>24</u>   | b. <u>        </u> R/W <u>        </u> ft. |
| Commercial <u>        </u>  | c. <u>        </u> R/W <u>        </u> ft. |
| Industrial <u>        </u>  | d. <u>        </u> R/W <u>        </u> ft. |
| Other <u>        </u>   | e. <u>        </u> R/W <u>        </u> ft. |
| Total Number of Lots <u>24</u>  | TOTAL <u>1700</u> ft.                      |
| 3. Minimum Lot Frontage <u>120</u> ft.  | 8. Sidewalk adjacent to all                |
| 4. Minimum Lot Area <u>15,600</u> sq. ft.   | streets? <u>yes</u> <u>no</u>              |
| 5. Existing Zoning <u>R-1</u>   |  |
| 6. Proposed Zoning <u>AA</u>  |  |
| 9. Public Water Supply <u>Yes (Yes-No)</u> , Name <u>Wichita Water Department</u>           |  |
| 10. Public Sanitary Sewers <u>Yes (Yes-No)</u> , Name <u>Crestview Improvement District</u> |  |
| 11. Health Department Approval (where applicable) <u>        </u> (Yes-No)                  |  |
| 12. City of Wichita <u>        </u> : Three-Mile Area <u>X</u>                              |  |

STAFF COMMENTS:

- A. Approval of the plat is subject to the approval of the associated county zone case SCZ-0281, "R-1" to "AA", and Conditional Use case CU-137.
- B. The plat's text shall be amended to include adequate provisions for the platting of the land into "lots, reserves and a street", the dedication of the street to and for the use of the public, and for the granting of the "complete access control" over and across the south line of reserves "D".
- C. All lot lines shall be dimensioned and angles of deflection labeled on face of the plat.
- D. The text for the approval by the Board of City and County Commissioners shall be amended as follows: "This plat approved and the dedications shown hereon accepted by ...."
- E. The 20 foot utility easement indicated on the preliminary plat parallel and adjacent to the north line of subject property, shall be obtained from the Crestview Country Club and granted by separate instrument. A recorded copy of said instrument shall be submitted to the Planning Department.
- F. It is intended that Crestview Country Club will eventually complete the original planned unit development (PUD) on the entire section in which subject property is located, with the cooperation of all the ultimate landowners within said section. The applicants have already recorded an agreement which binds all present and future owners within the subdivision to cooperate and join in the filing and completion of the P.U.D.
- G. The applicant shall furnish a copy of a Homes Association Agreement to the Planning Department. Said agreement shall contain provisions for the construction, development and continued maintenance of the common open

(over)

April 10, 1972

Reiss & Goodness Engineers  
2160 East Douglas  
Wichita, Kansas 67214

Subject: S/D 72-28 - Preliminary  
Plat of SOUTHERN VILLAGE ADDITION

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, April 6, 1972, 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. The applicants intent is to obtain a change in zoning on subject property to the "AA" - One family dwelling classification and to obtain approval of a Conditional Use permit to construct a two family unit on each lot. Approval of this plat shall be subject to the applicant filing and receiving approval of the appropriate zone change request and Conditional Use permit.

*May be & prior committee already recorded*

B. It is intended that Crestview Country Club will eventually complete the original planned unit development (PUD) on the entire section in which subject property is located, with the cooperation of all the ultimate landowners within said section. The applicant shall furnish adequate assurances, or copies of actual contracts of sale, etc., which include and bind all present and future owners within the subdivision, to cooperate and join with the Crestview Country Club in the filing and completion of the planned unit development.

C. The applicant shall furnish a copy of a Homes Association Agreement to the Planning Department. Said agreement shall contain provisions for the construction, development and continued maintenance of the common open space reserves, parking areas, the private drive and access easements, buffer reserve, sidewalks adjacent to the drives, etc.

FINAL PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 72-28 Name SOUTHERN VILLAGE ADDITION - Crestview Club Estates  
Date Application Rec'd. 3-27-72 Preliminary Approval 4-6-72  
Scheduled S/D Meeting 5-4-72

DESCRIPTION

General Location On the north side of Central in an area between  
127th and 143rd Streets East  
Owner Crestview Development Corp.  
Surveyor/Engineer Reiss & Goodness Engineers  
Address 2160 East Douglas Phone 264-1391

- |   |  |
|---|--|
| 1. Gross Acreage of Plat <u>21.71</u>     | 7. Lineal Feet of New Streets:             |
| 2. Number of Lots:                        | a. <u>64</u> R/W <u>1700</u> ft.           |
| Residential <u>24</u>                     | b. <u>        </u> R/W <u>        </u> ft. |
| Commercial <u>        </u>                | c. <u>        </u> R/W <u>        </u> ft. |
| Industrial <u>        </u>                | d. <u>        </u> R/W <u>        </u> ft. |
| Other <u>        </u>                     | e. <u>        </u> R/W <u>        </u> ft. |
| Total Number of Lots <u>24</u>            | TOTAL <u>1700</u> ft.                      |
| 3. Minimum Lot Frontage <u>120</u> ft.    | 8. Sidewalk adjacent to all                |
| 4. Minimum Lot Area <u>15,600</u> sq. ft. | streets? <u>yes</u> <u>no</u>              |
| 5. Existing Zoning <u>R-1</u>             |  |
| 6. Proposed Zoning <u>AA</u>              |  |
9. Public Water Supply Yes (Yes-No), Name Wichita Water Department  
10. Public Sanitary Sewers Yes (Yes-No), Name Crestview Improvement District  
11. Health Department Approval (where applicable)          (Yes-No)  
12. City of Wichita         : Three-Mile Area X

STAFF COMMENTS:

- A. Approval of the plat is subject to the approval of the associated county zone case SCZ-0281, "R-1" to "AA", and Conditional Use case CU-137.
- B. The platlor's text shall be amended to include adequate provisions for the platting of the land into "lots, reserves and a street", the dedication of the street to and for the use of the public, and for the granting of the "complete access control" over and across the south line of reserves "D".
- C. All lot lines shall be dimensioned and angles of deflection labeled on face of the plat.
- D. The text for the approval by the Board of City and County Commissioners shall be amended as follows: "This plat approved and the dedications shown hereon accepted by ...."
- E. The 20 foot utility easement indicated on the preliminary plat parallel and adjacent to the north line of subject property, shall be obtained from the Crestview Country Club and granted by separate instrument. A recorded copy of said instrument shall be submitted to the Planning Department.
- F. It is intended that Crestview Country Club will eventually complete the original planned unit development (PUD) on the entire section in which subject property is located, with the cooperation of all the ultimate landowners within said section. The applicants have already recorded an agreement which binds all present and future owners within the subdivision to cooperate and join in the filing and completion of the P.U.D.
- G. The applicant shall furnish a copy of a Homes Association Agreement to the Planning Department. Said agreement shall contain provisions for the construction, development and continued maintenance of the common open

(over)

space reserves, parking areas, the private drives and access easements, buffer reserve, sidewalks adjacent to the drives, etc.

- H. The applicant intends to utilize a sanitary sewer system which will connect with the existing sewage treatment facilities serving the other platted developments in the area. The applicant shall obtain a letter from the Wichita-Sedgwick County Environmental Health Department approving the connection of this new system into the existing facilities.
- I. The applicant shall install or guarantee the installation of the sanitary sewer lines in accordance with specifications of the City of Wichita.
- J. The applicant shall make satisfactory arrangements for the extension of municipal water to serve all lots being platted.
- K. The subdivision shall be served with underground electrical and telephone utilities.
- L. Recording of the plat within 30 days after approval by the Board of City Commissioners.

April 10, 1972

Reiss & Goodness Engineers  
2160 East Douglas  
Wichita, Kansas 67214

Subject: S/D 72-28 - Preliminary  
Plat of SOUTHERN VILLAGE ADDITION

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, April 6, 1972, 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. The applicants intent is to obtain a change in zoning on subject property to the "AA" - One family dwelling classification and to obtain approval of a Conditional Use permit to construct a two family unit on each lot. Approval of this plat shall be subject to the applicant filing and receiving approval of the appropriate zone change request and Conditional Use permit.

*May be a  
prior committee  
already recorded*

B. It is intended that Crestview Country Club will eventually complete the original planned unit development (PUD) on the entire section in which subject property is located, with the cooperation of all the ultimate landowners within said section. The applicant shall furnish adequate assurances, or copies of actual contracts of sale, etc., which include and bind all present and future owners within the subdivision, to cooperate and join with the Crestview Country Club in the filing and completion of the planned unit development.

C. The applicant shall furnish a copy of a Homes Association Agreement to the Planning Department. Said agreement shall contain provisions for the construction, development and continued maintenance of the common open space reserves, parking areas, the private drive and access easements, buffer reserve, sidewalks adjacent to the drives, etc.

- ~~D.~~ There is a 20 foot wide utility easement indicated adjacent to the north line of the plat on the Crestview Country Club property. It will be necessary for the applicant to obtain by separate instrument from the country club, the dedication for said easement.
- ~~E.~~ The uses for which the various reserves are intended shall be defined within the plat text on the final plat. The legend shall be expanded so that Reserve D is also granted for utility easement purposes.
- ~~F.~~ The applicant intends to utilize a sanitary sewer system which will connect with the existing sewage treatment facilities serving the other platted developments in the area. The applicant shall obtain a letter from the Wichita-Sedgwick County Environmental Health Department approving the connection of this new system into the existing facilities.
- ~~G.~~ The applicant shall install or guarantee the installation of the sanitary sewer lines in accordance with specifications of the City of Wichita.
- ~~H.~~ The applicant shall make satisfactory arrangements for the extension of municipal water to serve all lots being platted.
- ~~I.~~ The subdivision shall be served with underground electrical and telephone utilities.
- ~~J.~~ 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.
- ~~K.~~ Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

It was also recommended that the applicants, and/or their engineer, consult the Traffic Engineering Division of the Department of Public Works relative to considering revisions to the design of the street, parking, and access provisions which are suggested and proposed on the preliminary plat. Such consideration to include widening of the north-south private drives at their intersection with the east-west private street, and to relocate the proposed parking bays from directly north of the entrance off of Central Avenue.

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

Page 3  
April 10, 1972

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

Very truly yours,

John D. Gist  
Principal Planner

JDG:rme

Enclosure

cc: Crestview Development Corp., 130 North Market, 67202  
L. E. Forsse, 1000 Parklane, 67218  
Jerald Jones, 13 Via Roma, 67230

PRELIMINARY PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 72-28 Name SOUTHERN VILLAGE ADDITION  
Date Application Rec'd. 3-27-72 Preliminary Approval  
Scheduled S/D Meeting 4-6-72

DESCRIPTION

General Location On the north side of Central in an area between  
127th and 143rd Streets East

Owner Crestview Development Corp.  
Surveyor/Engineer Reiss & Goodness Engineers  
Address 2160 East Douglas Phone 264-1391

- |  |   |
|--|---|
| 1. Gross Acreage of Plat <u>21.71</u>  | 7. Lineal Feet of New Streets:                  |
| 2. Number of Lots:   | a. <u>64</u> R/W <u>1700</u> ft.                |
| Residential <u>24</u>  | b. <u>        </u> R/W <u>        </u> ft.      |
| Commercial <u>        </u>   | c. <u>        </u> R/W <u>        </u> ft.      |
| Industrial <u>        </u>   | d. <u>        </u> R/W <u>        </u> ft.      |
| Other <u>        </u>  | e. <u>        </u> R/W <u>        </u> ft.      |
| Total Number of Lots <u>24</u>   | TOTAL <u>1700</u> ft.                           |
| 3. Minimum Lot Frontage <u>120</u> ft.   | 8. Sidewalk adjacent to all                     |
| 4. Minimum Lot Area <u>15,600</u> sq. ft.  | streets? <u>        </u> yes <u>        </u> no |
| 5. Existing Zoning <u>R1</u>   |   |
| 6. Proposed Zoning <u>AA</u>   |   |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>Wichita Water Department</u>           |   |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>Crestview Improvement District</u> |   |
| 11. Health Department Approval (where applicable) <u>        </u> (Yes-No)                 |   |
| 12. City of Wichita <u>        </u> : Three-Mile Area <u>X</u>                             |   |

STAFF COMMENTS:

- A. The applicant has indicated on his application that his intent is to to obtain a change in zoning on subject property to the "AA"-One family dwelling classification and to obtain approval of a Conditional Use permit to construct a two family unit on each lot. The zone change and Conditional Use permit are necessary because of the lot size and duplex type of development proposed. Approval of this plat shall be subject to the applicant filing and receiving approval of the appropriate zone change request and Conditional Use permit.
- B. It is intended that Crestview Country Club will eventually complete the original planned unit development (PUD) on the entire section in which subject property is located, with the cooperation of all the ultimate landowners within said section. The applicant shall furnish adequate assurances, or copies of actual contracts of sale, etc., which include and bind all present and future owners within the subdivision, to cooperate and join with the Crestview Country Club in the filing and completion of the planned unit development.
- C. The applicant shall furnish a copy of a Homes Association Agreement to the Planning Department. Said agreement shall contain provisions for the construction, development and continued maintenance of the common open space reserves, parking areas, the private drive and access easements, buffer reserve, sidewalks adjacent to the drives, etc.
- D. There is a 20 foot wide utility easement indicated adjacent to the north line of the plat on the Crestview Country Club property. It will be necessary for the applicant to obtain by separate instrument from the country club, the dedication for said easement.
- E. The uses for which the various reserves are intended shall be defined within the plat text on the final plat.
- F. The applicant intends to utilize a sanitary sewer system which will connect with the existing sewage treatment facilities serving the other

(over)

platted developments in the area. The applicant shall obtain a letter from the Wichita-Sedgwick County Environmental Health Department approving the connection of this new system into the existing facilities.

- G. The applicant shall install or guarantee the installation of the sanitary sewer lines in accordance with specifications of the City of Wichita.
- H. The applicant shall make satisfactory arrangements for the extension of municipal water to serve all lots being platted.
- I. The subdivision shall be served with underground electrical and telephone utilities.
- J. 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.
- K. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

REGISTERED PROFESSIONAL ENGINEERS:  
CHARLES M. GOODNESS  
AL E. REISS

PHONE (316) 264-1391

**REISS & GOODNESS ENGINEERS**

*Consulting Engineers*

2160 E. DOUGLAS AVE.

WICHITA, KANSAS 67214

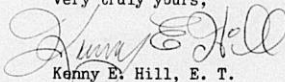
Feb. 10, 1972

Mr. John Gist, Senior Planner  
Metropolitan Area Planning Department  
104 S. Main St.  
Wichita, Kansas 67202

Dear Mr. Gist:

Enclosed is the revised sketch of the plat for Crestview which has been approved by the subdivider. As soon as you have reviewed it, please contact me.

Very truly yours,

  
Kenny E. Hill, E. T.

KEH:h  
Encl.



Map No.: E-13 B, C  
Section No.: 14  
Twp. No.: 27 S  
Range: 2 E

S/D No. 72-28

**APPLICATION FOR SUBDIVISION APPROVAL**

Name of Subdivision: Crestview Country Club Estates, Southern Village Addition

General Location: On the north side of Central Ave. between 127th St. and 143rd Street East

Name of Property Owner: Crestview Development Corp.  
Address: 130 N. Market St. Phone: 263-3833  
Name of Subdivider: L. E. Forsse Phone: 684-5103  
Address: 1000 Parklane  
Name of Agent/Surveyor: Reiss & Goodness Engineers  
Address: 2160 E. Douglas Ave. Phone: 264-1391  
Date of Application: 3-27-72

**SUBDIVISION INFORMATION:**

1. Gross Acreage of Plat 21.71 Acres
2. Number of Lots:  
Residential 24  
Commercial 0  
Industrial 0  
Other 0  
Total Number of Lots 24
3. Minimum Lot Frontage 120 ft.
4. Minimum Lot Area 15,600 ft.
5. Existing Zoning R1
6. Proposed Zoning AA with Conditional Use Permit
7. Lineal Feet of New Streets:  
a. 64 R/W 1700 ft.  
b.          R/W          ft.  
c.          R/W          ft.  
d.          R/W          ft.  
e.          R/W          ft.  
TOTAL 1700 ft.
8. Sidewalk adjacent to all streets?          yes          no
9. Public Water Supply Yes (Yes-No), Name Wichita Water Dept.
10. Public Sanitary Sewers Yes (Yes-No), Name Crestview Improvement District
11. Health Department Approval (where applicable)          Yes          (Yes-No)
12. City of Wichita Three-Mile Area X

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: James J. Haugm

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

Received by Scott  
Date 3-27-72  
Fee Submitted 119.25

FORM 223

**PAYMENT NOTICE**

City of Wichita

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

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

DESCRIPTION	AMOUNT
<i>11/11/92</i>	<i>11.00</i>
<i>5000 Van Hook</i>	

Name

Address

Type

Due Date

Comments:

Date

By