

PLAT NO. S/D 73-29 MAP NO. E-13

NAME THE VILLAS AT CRESTVIEW 2ND ADDITION

LOCATION East side of 127th Street East  $\frac{1}{4}$  mile North of  
Central Avenue

ENGINEER Reiss & Goodness

OWNER Mansiones del Sol, Inc.

APPLICATION FILED 3-20-73

SKETCH PLAT FILED 3-20-73

PRELIMINARY FILED \_\_\_\_\_

S/D ACTION 5-17-73 Approved subj to conditions

FINAL FILED \_\_\_\_\_

S/D ACTION 7-5-73 approved subj to condition

MAPC ACTION 7-12-73 approved

BCC ACTION 2-12-73 Approved

RECORDED March 15-1974

REMARKS \_\_\_\_\_

S/D 73-29 THE VILLAS AT CRESTVIEW  
2ND ADDITION - ES of 127th St. E  
1/4 mile N of Central Av. Mansiones  
del Sol, Inc. by Reiss & Goodness

POSTED  
3-21-73

ACTION

|  | DATE    |
|--|---------|
| S/D COMMITTEE (public) Approved            | 5-17-73 |
| S/D <i>subly approved</i>                  | 7-5-73  |
| M.A.P.C. Approved                          | 7-12-73 |
| R.C.C./B.C.C. <del>Approved</del> Approved | 2-12-74 |

6346

Map No. E-13  
Sec. No. 14  
Twp. No. 27  
Range 2E

Subdivision Report and Progress  
S/D No.: 73-29

Name: THE VILLAS AT CRESTVIEW 2ND ADDITION

General Location: On the East side of 127th Street East 1/4 mile North of Central Avenue

Owner: Mansiones del Sol, Inc.  
Address: 13 Via Roma 67230 Phone: 733-1331  
Subdivider: Jerald Jones  
Address: 13 Via Roma 67230 Phone: 733-1331  
Engineer/Surveyor: Reiss & Goodness  
Address: 2160 E. Douglas 67214 Phone: 264-1391

Application Received 3-20-73  
Conf. with Applicant \_\_\_\_\_  
Sketch Plat Received 3-20-73  
Present Zoning \_\_\_\_\_  
Proposed Zoning \_\_\_\_\_  
Letter of Intent \_\_\_\_\_

FINAL PLAT RECEIVED 6-25-73  
S/D Comm. Action 7-5-73 approved  
Dept. Report on Final 7-6-73  
M.A.P.C. ACTION 7-12-73 approved  
Dept. Report on Final 7-13-73  
Letter on Irons Received N/A  
Title/Taxes Rec'd & Reviewed 12-28-73  
Final Review 2-7-74  
Referral to B.C.C. 2-7-74

PREL. PLAT RECEIVED \_\_\_\_\_  
S/D Comm. Action 5-17-73 Approved  
subj to conditions  
Dept. Report on Prel. 5-14-73

B.C.C. ACTION 2-12-74

TRACING PROGRESS:  
Received \_\_\_\_\_  
Released 2-21-74  
Received \_\_\_\_\_  
Released \_\_\_\_\_

Recorded March 13, 1974

Comments:

Send Plat to: \_\_\_\_\_  
THE VILLAS AT CRESTVIEW  
2ND ADDITION  
Arnold Sawyer, Trustee  
Minneha Township  
1417 North 143rd Street East  
Wichita, Kansas 67230  
County Zoning Office \_\_\_\_\_  
12/28/72 permit for MBE Approved  
2/19/74 left message with Jerald Jones to pick up plat  
having for handcarry.

REGISTER OF DEEDS

SEDGWICK COUNTY, KANSAS

*J*  
3-19-74

THE VILLAS AT CRESTVIEW 2nd ADDITION was  
filed for record on March 13, 1974.

John Hale  
Register Of Deeds

T9-328

June 18, 1974

Ralph C. Eberly, City Clerk

Jack H. Galbraith, Chief Planner

S/D 73-29 - The Villas at Crestview 2nd Addition  
(irrevocable letter of credit)

We have received notification from the Water Department that the plattees of the Villas at Crestview 2nd Addition have entered into a Plan "B" Water Main Extension Agreement with the Water Department to provide service to all lots in subject plat. An irrevocable letter of credit in the amount of \$30,300 was submitted to guarantee the installation of said water line. The letter of credit is being held by your office and may be released upon the request of the applicant. It is our understanding that release of the irrevocable letter of credit requires no action by the Board of City Commissioners.

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

JHG:JR:rme

cc: Mansiones del Sol, Inc.  
13 Via Roma 67230

Fidelity Investment Company  
229 South Market 67202

THE CITY OF WICHITA  
OFFICE OF WATER DEPARTMENT

DATE May 31, 1974



ON SAFETY  
PHASE II

TO Jack Galbraith, Chief Planner  
FROM Benny Gegen, Civil Engineer II

SUBJECT The Villas at Crestview,  
2nd Addition.

The plattors of the Villas at Crestview, 2nd Addition have entered into a Plan "B" Water Main Extension Agreement with the Water Department to provide service to all the lots in this plat, therefore, the Letter of Credit in the amount of \$30,300.00 may now be released.

*Benny Gegen*  
Benny Gegen  
Civil Engineer II

BG:mw



IRREVOCABLE LETTER OF CREDIT

FIDELITY INVESTMENT COMPANY  
(~~Bank of America~~)

Date: January 22, 1974

THE CITY OF WICHITA  
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your demand ~~drawn~~ on us for a sum not exceeding \$ 30,300.00 for the account of Mansiones del Sol, Inc.

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before January 24, 1976  
(Insert date two years from MAPC approval of plat)

1. Provide extension of waterline for 45 meters to service 88 dwelling units and swimming pool in an amount not exceeding \$30,300.00
- 2.
- 3.

in The Villas at Crestview, Second Addition, a subdivision of the City of Wichita, Kansas, Sedgwick County.

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

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

All ~~draws~~ demands drawn hereunder must be marked: "Drawn under Fidelity Investment Company 101, Credit No. 101, dated January 22, 1974 and forward to the Fidelity Investment Company, 229 So. Market, Wichita, Kansas 67202.  
(~~Bank of America~~)

The amount of any ~~draw~~ demand drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentment of any such ~~draw~~ demand shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of demand under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified, if negotiated on or before April 24, 1976

Very truly yours,

FIDELITY INVESTMENT COMPANY  
(~~Bank of America~~)

BY: \_\_\_\_\_  
(Authorized signature)



February 13, 1974

Max Christman, County Zoning Office

Jack H. Galbraith, Chief Planner

S/D 73-29 - The Villas at Crestview 2nd Addition

The Board of City Commission at its regular meeting of February 12, 1974, considered the above captioned plat. Their action was to approve the plat as recommended by the MAPC which included as one of the conditions the following:

The applicant shall contact the City and County Fire Department relative to fire hydrant locations and adequate fire protection for subject property prior to issuance of any building permits.

Inasmuch as the plat proposes 138 townhouse dwelling units, I would recommend that in accordance with the above condition, that permits not be issued until the applicant resolves the location of fire hydrants with both the City and County Fire Department. You might want to place a note on your official maps to watch for this particular problem in the future.

Please contact our office if you have any questions concerning this matter.

JHG:js

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 73-29                      Name THE VILLAS AT CRESTVIEW 2ND ADDITION  
Application & Sketch Filed:            3-30-73  
Preliminary Plat Filed: 5-7-73        Approved by S/D: 5-17-73  
Final Plat Filed: 6-25-73            Approved by S/D: 7-5-73  
Approved by Metropolitan Area Planning Commission: 7-12-73

DESCRIPTION

General Location: East side of 127th Street East,  
1/4 mile north of Central

Surveyor or Engineer: Reiss & Goodness  
Owner: Mansiones del Sol, Inc.  
Address: 13 Via Roma

- |                               |           |                       |                    |
|-------------------------------|-----------|-----------------------|--------------------|
| 1. Gross Acreage of Plat      | 20        | 6. Access Control     |                    |
| 2. Number of Lots:            |           | St. _____             | No. Openings _____ |
| Residential                   | 138       | St. _____             | No. Openings _____ |
| Commercial                    | _____     | St. _____             | No. Openings _____ |
| Industrial                    | _____     | 7. Req'd Improvements |                    |
| Other                         | _____     | St. Paving _____      | Water X _____      |
| Total Number of Lots:         | 138       | Sidewalk _____        | Drainage _____     |
| 3. Minimum Lot Area:          | .08 Acres | Sewer _____           | Other _____        |
| 4. Existing Zoning            | "R-1"     |                       |                    |
| 5. Special Problems Discussed | None      |                       |                    |

The applicant has submitted an irrevocable letter of credit in the amount of \$30,300.00 guaranteeing the extension of City of Wichita water service to serve subject property. Subject property is served by a municipal sanitary sewer system.

Planning Commission Recommendation:

That this plat be approved subject to:

- A. The applicant shall contact the City and County Fire Departments relative to fire hydrant locations and adequate fire protection for subject property prior to issuance of any building permits.
- B. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Kamen moved, Blakey seconded and it carried unanimously.  
(Arnholz and Rising absent.)

NOTE: The associated zone case SCZ-0243 from "R-1" to "LC" has been approved by the Board of County Commissioners subject to platting.

ACTION: Receive and file the irrevocable letter of credit and approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

IRREVOCABLE LETTER OF CREDIT

FIDELITY INVESTMENT COMPANY  
(Name of Bank)

Date: January 22, 1974

THE CITY OF WICHITA  
WICHITA, KANSAS

Dear Sirs:

We hereby open our irrevocable credit in your favor available by your demand ~~draft~~ on us for a sum not exceeding \$ 30,300.00 for the account of Mansiones del Sol, Inc.

(PURCHASER), to be accepted by your signed statement that drawing is due to default or failure to perform by PURCHASER, the following improvements on or before January 24, 1976  
(Insert date two years from MAPC approval of plat)

1. Provide extension of waterline for 45 meters to service 88 dwelling units and swimming pool in an amount not exceeding \$30,300.00
- 2.
- 3.

in The Villas at Crestview, Second Addition, a subdivision of the City of Wichita, Kansas, Sedgwick County.

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

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

All ~~drafts~~ demands drawn hereunder must be marked: "Drawn under Fidelity Investment Company", Credit No. 101, dated January 22, 1974 and forward to the Fidelity Investment Company, 229 So. Market, Wichita, Kansas 67202.

The amount of any ~~draft~~ demand drawn under this credit must, concurrently with negotiation, be endorsed on the reverse side hereof and the presentation of any such ~~draft~~ demand shall be a warranty by the negotiating bank that such endorsement has been made and that documents have been forwarded as herein required.

Except so far as otherwise expressly stated herein, this credit is subject to the uniform customs and practices for commercial documentary credits fixed by the 13th Congress of the International Chamber of Commerce.

We hereby agree with the drawers, endorsers and bona fide holders of demands ~~drawn~~ under and in compliance with the terms of this credit that the same shall be duly honored on due presentation and delivery of documents as specified, if negotiated on or before April 24, 1976.



Very truly yours,

FIDELITY INVESTMENT COMPANY  
(Name of Bank)

By: H. Marvin Bastian  
(Authorized signature)  
H. Marvin Bastian, President

FIDELITY INVESTMENT COMPANY



Incorporated 1905  
229 SOUTH MARKET ■ WICHITA, KANSAS 67202 ■ (316) 267-2881  
Branch Office — 500 Kansas Avenue, Topeka, Kansas 66603, (913) 234-2687

January 23, 1974

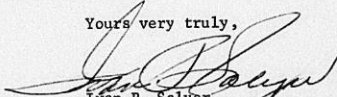
Mr. John Gist  
Wichita Planning Department  
City Building  
Wichita, Kansas

Re: The Villas at Crestview, Second Addition

Dear Mr. Gist:

Attached you will find an original Irrevocable Letter of Credit dated  
January 22, 1974 in an amount not exceeding \$30,300.00.

Yours very truly,



Ivan P. Salyer  
Executive Vice President

IPS:sr  
Enclosure

H. MARVIN BASTIAN  
President and Chairman of the Board  
IVAN P. SALYER  
Executive Vice President  
MAURICE A. ROBERTS  
Vice President, Topeka Division  
DONALD L. DAY  
Comptroller and Treasurer  
HUGH M. McCLURE  
Secretary  
E. SANDY STEWARD  
Asst. Vice President  
JOHN H. LOANEKE  
Asst. Vice President, Topeka Division  
DAVID B. OSBURN  
Asst. Secretary  
J. ROBERT TRIMBLE  
Asst. Secretary, Topeka Division



FHA, GI, CONVENTIONAL, COMMERCIAL, FARM LOANS AND PROPERTY MANAGEMENT

FOR APPROVAL ONLY  
OF  
PLANNING DEPT.

Note: This instrument same as recorded on the  
Villas I<sup>st</sup> Add.

DECLARATION OF COVENANTS AND  
RESTRICTIONS OF PHASE II OF THE VILLAS AT  
CRESTVIEW, A CONDOMINIUM

MANSTONES DEL SOL, INC., 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:

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:

The Villas at Crestview, Second 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 Villas Second Addition Homeowners Association, a Kansas nonprofit 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.

**RESIDENCE SITES:**

A fee simple interest in the lot upon which a townhouse is or will be constructed and which is conveyed to an owner together with an undivided interest in the common areas. Each lot shall extend only to the limits of the improvements thereon, including enclosed patios, courtyards, and garages. The maximum number of residence sites permitted on the subject property shall be eighty-eight (88).

**OWNER:**

Any person or persons who own a residence site in fee simple together with equal interest in the common areas with all other owners, 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 as described above.

**NOTICE:**

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

**PARTY WALL:**

A wall erected upon the boundary line of a residence site and being the wall separating two individual residences one from the other; or a wall erected upon the boundary line of a residence site, being the end wall of a residence building.

**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, trash pickup and like services whether or not provided or supplied by a public utility company.

**INCORPORATION OR EXISTING RESTRICTIONS:**

ARTICLE III  
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.

**OCCUPANCY: Limitations:**

ARTICLE IV  
Except upon express consent of the Association given and evidenced in the manner provided for leasing and transfer of ownership in Article V, no residence sites shall be occupied by any person or persons other than the owner and owner's immediate family, his casual guests, and his domestic employees or servants.

**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, any party wall, or the residence site of any other owner.

**ARTICLE V**

**LEASING OR TRANSFER:  
Rights of Association:**

In the event of a sale or a lease or a sublease of any residence site or any portion thereof, the Association has and shall have the option to purchase, rent, or lease the same on the same terms and conditions as are offered to the owner. Any attempted sale or lease or sublease of any residence site, without prior offer to the Association, shall be wholly null and void and shall confer no title or interest whatsoever to the intended purchaser, tenant or sublessee.

**LEASING OR TRANSFER:  
Notices and Conditions:**

Should an owner wish to sell, lease or rent his interest in any residence site, or any part thereof, he shall, before accepting any offer to sell, purchase, lease or rent any such interest, deliver to the Association written notice of his intent to sell, lease, or rent, which notice shall contain a true copy of any instrument containing the terms of any such offer. The Association shall, within seven (7) days after receiving such notice, either consent to the transaction specified in said notice or, by written notice delivered to Owner's residence site, indicate the Association's intention to purchase, lease or rent the Owner's interest upon the same terms and conditions specified in Owner's notice to Association. Association shall have fourteen (14) days after the giving of its notice to Owner to perform the duties and obligations and to make the payments provided to be performed and to be made by the prospective buyer, tenant or sublessee in Owner's notice to Association. Within the same fourteen (14) day period, Owner may without prejudice, withdraw his offer to sell, lease or sublet all or any portion of his residence site. Failure of the Association to indicate by notice to Owner its intention to buy or lease, as may be, Owner's interest in his residence site as set forth in Owner's notice within the seven (7) days period following Owner's notice to Association to perform as provided in said notice within fourteen (14) days after receipt by

Owner of Association's notice, shall be deemed a consent by the Association to the transaction specified in Owner's notice. An Owner shall have no right to sell, lease or rent any interest in any residence site or any part thereof except as expressly provided in this Article. The subleasing of any interest in any residence site shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of an Owner under these covenants shall continue, notwithstanding that he may have leased or rented said interest as provided herein.

**LEASING OR TRANSFER:  
Fees to Be Paid:**

All fees, charges, assessments, interest, penalties, and special assessments levied against the residence site proposed by any Owner to be transferred or leased as provided in this Article shall be fully paid to the Association to the extent that the same has not been waived by the Association before any transfer, lease or sublease shall be effective.

**LEASING OR TRANSFER:  
Exceptions:**

The provisions of this Article shall not apply to (a) the leasing or transfer of ownership by the Owner of any residence site to a member of his immediate family; or (b) if ownership be held jointly or in common with others, the leasing or transfer of ownership of a residence site by one of such joint or common owners to another joint or common owner; or (c) the leasing or transfer of ownership by the Owner of another residence site in the subject property; or (d) the granting by an Owner to a friend or relative of the limited license, upon the receipt of no consideration by way of rent or otherwise, to use and to occupy a residence site for a term of not longer than four (4) weeks; provided, however, that an Owner shall give the Association two (2) weeks notice in writing of the intended license and of the name and address of the licensee.

**LEASING OR TRANSFER:  
Mortgage Protection:**

Should the interest in any residence site become subject to a mortgage or deed of trust given as security, in good faith and for value, the holder thereof, upon becoming the owner of such interest through whatever means, or the buyer at any sale under a power of sale therein contained, shall have the unqualified right to sell, lease or otherwise dispose of said interest and the fee ownership of said residence site, without offer to the Association notwithstanding the provisions of this Article.

**LEASING OR TRANSFER:  
Non-Waiver:**

Regardless of any prior consent theretofore given, no Owner of a residence site nor his executor, administrator or personal representative, nor any trustee or receiver of the property of such Owner nor anyone to whom the interest of such Owner shall pass by law shall be entitled to lease or transfer the ownership of any interest therein of any residence site except upon full compliance with the provisions of this Article.

**ARTICLE VI**

**RESTRICTIVE COVENANTS:** The subject property shall be used and occupied for residential purposes only.

No exterior shades, awnings or window guards shall be used by any Owner on his individual residence site, except those that are authorized by the Association.

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 additional external television or radio antennas erected or any external structure changes or additions and no Owner shall erect any structures either permanent or temporary upon any of the common areas.

No automobile, truck, motorcycle, motorbike, boat, housetrailer, boat trailer or trailer or any other vehicle of any type or description may be stored upon any of the common area, except in storage areas designated for that purpose by the Association.

Garage doors shall be kept closed at all times when not necessary for the purpose of ingress, egress or maintenance.

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

#### ARTICLE VII

**ASSOCIATION:  
Powers and Duties:**

THE VILLAS 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 manage the Association pursuant to the powers and duties set forth by this Declaration until such time eighty (80) units have been sold to individual owners and shall exercise the powers of the Association and duties as set forth in the Charter and By-laws of the Association. Declarant has the option of turning over the management of the Association to the Association at any earlier time as it sees fit.

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

**ASSOCIATION:  
Maintenance:**

The Association shall maintain the community facilities, the landscape setbacks, the exteriors (including roofs) and the foundations of the residence buildings, and shall engage and pay for all labor and materials as may be reasonably necessary for such maintenance. The Association and such persons as may be engaged by the Association for maintenance purposes, shall have the right to enter upon the exteriors of any residence site

for the performance of maintenance but they shall not have the right to enter a residence unit without permission of the Owner of such residence unit.

**ASSOCIATION:  
Operations and  
Expenses:**

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.

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.

**ASSOCIATION:  
Enforcement:**

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:  
Taxes and Assessments:**

Each Owner shall be obligated to pay the taxes or assessments assessed by the County Assessor against his own residence site, or personal property and interest in the common area.

**ASSOCIATION:  
Utilities:**

The Association shall have the authority to pay the water charges, refuse collection charges and other charges for utilities for the common benefit of all owners.

**ARTICLE VIII**

**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 such 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:  
Basis and Operating  
Fund:**

All general assessments shall be made against each Owner on an equal basis, except that insurance assessments shall be made pro-rata on the basis of the insurance carried on the improvements erected on each residence site. Each original Owner shall pay an original charge of \$150.00 to the Association to be used to defray start up expenses of the Homeowners 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.

**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:  
Delinquency:**

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:  
Notice of Delinquency:**

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 the payment or other satisfaction of said assessments, interests, penalties and costs in connection with 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:  
Enforcement of 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 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:  
Reservation of 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:  
Subordination to  
Mortgages:**

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 IX**

**PARTY WALLS:  
Maintenance:**

A party wall is erected for the benefit of the Owner of the residence sites on either side of the center line of such wall, and each such Owner shall maintain that portion of such party wall or party walls within the boundaries of his residence site at all times in good order and repair, and no party wall, its footings or any portion thereof, shall be removed, damaged, injured, or destroyed, nor shall the same be altered, added to, enlarged, or extended except only for the purpose of maintaining or repairing the same, unless upon the prior consent of the Association or of Declarant. In the event of the failure of any Owner or Owners properly to maintain a party wall, the Association may and shall maintain the party wall and perform all works of restoration and repair as may be necessary in its sole discretion.

**PARTY WALLS:  
Cost of Repair:**

The cost of repair or re-erection of a party wall shall be borne by the Owners of the residence sites on either side thereof proportionately, based upon the extent and nature of such repair or re-erection, and in the event of a dispute between the responsible parties as to the apportionment of such costs, the Association shall fix and apportion them to and between the responsible parties and the determination of the Association shall be conclusive and binding.

**PARTY WALLS:**

**Assessment for Repairs:**

In the event that any responsible party should fail to pay for such repair or re-erection of his proportionate share thereof as provided above (whether such repair or re-erection was done or cause to be done by the responsible party or parties or by the Association) the residence site of the responsible party or parties shall be subject to and the Association shall fix and establish a special charge and assessment for the payment of such costs as provided in Article VII of this Declaration.

**PARTY WALLS:**

**Easement:**

In the event that there shall be located within any party wall pipes, vents, outlets or other structures serving more than one residence site, the Owner of each residence site so served shall have and enjoy a perpetual easement to the maintenance and use of any such pipe, vent, outlet or other structure.

**ARTICLE X**

**INSURANCE:**

**Duties of Association:**

The Association shall have the duty to purchase, carry and at all times to maintain in force insurance covering all of the subject real property, the improvements thereon and appurtenant thereto, for the interest of the Association, and of all Owners and their mortgagees, as their interests may appear, in such amounts and with such endorsements and coverage as shall be considered similar in construction, location and use to subject property. Such insurance shall include, but need not be limited to:

- (a) Insurance against loss or damage by fire and hazards covered by a standard extended coverage endorsement in an amount which shall be equal to the maximum insurable replacement value, excluding foundation and excavation costs as determined annually by the insurance carrier.
- (b) Public liability and property damage insurance on a broad form basis.
- (c) Fidelity bond for all officers and employees of the Association having control over the receipt or disbursement of funds in such penal sums as shall be determined by the Association in accordance with its By-laws.

**INSURANCE:**

**Proceeds:**

Proceeds of insurance shall be disbursed by the insurance carrier as follows:

- (a) For any loss, damage, or destruction affecting an individual residence unit of one (1) Owner only, the proceeds shall be paid to such an Owner with an affirmative duty on such Owner to rebuild or repair his residence unit, except as hereinafter provided in the event of destruction of three-fourths (3/4) or more of the project.

- (b) For any loss, damage, or destruction affecting more than one individual residence or Owner, the proceeds shall be paid to the Association with an affirmative duty on the Association to rebuild or repair the damage to which said insurance proceeds relate.

The Association and the Owners shall use the net insurance proceeds to repair and replace any damage or destruction of property, real or personal, covered by such insurance. Any balance from the proceeds of insurance paid to the Association, as required in this Article, remaining after satisfactory completion of repair and replacement, shall be retained by the Association as part of a general reserve fund for repair and replacement of subject property.

**INSURANCE:  
Insufficient Proceeds:**

If the insurance proceeds are insufficient to repair or replace any loss or damage for the repair of which the Association is bound hereunder, the Association shall levy a special assessment as provided for in Article VII of this Declaration to cover the deficiency. If the insurance proceeds are insufficient to repair or replace any loss or damage for which an Owner is bound hereunder, such Owner shall, as his undivided responsibility, pay any excess costs of repair or replacement.

**INSURANCE:  
Mortgage Protection:**

There shall be attached to all policies of insurance against loss or damage by fire and other hazards, a mortgagee or lender's loss payable clause, provided, however, that amounts payable under such clause to the mortgagee shall be paid to the Association to hold for the payment of all costs of repair or replacement. The Association shall be responsible to hold said moneys or to collect additional moneys if the proceeds are insufficient to pay for the cost of all repairs or replacements and shall be responsible that all mechanics', material and similar liens which may result from said repairs or replacements, are satisfied.

**INSURANCE:  
Total Destruction:**

In the event of total destruction or of substantial total destruction or destruction affecting all of the individual residences, it shall be a duty of the Association to obtain bids for reconstruction and to proceed with reconstruction as set forth in Article XI of this Declaration; unless there shall have been an unanimous decision of all Owners not to rebuild, in which event, the Association, as agent for all Owners coupled with its own interest, shall be granted the power to sell the entire property in its then present condition. The proceeds of sale, together with any available insurance proceeds, shall then be distributed to the Owners and their mortgages as their interest may then appear of record.

ARTICLE XI

**REPAIR AND RESTORATION:** Notwithstanding that the placing, carrying and main-  
**General:** taining in force of insurance against all loss, damage  
and destruction is provided for in this Declaration,  
the Association and the Owners shall have the affirmative  
obligation for repair and restoration as set forth in  
this Article.

**REPAIR AND RESTORATION:** Should any individual residence or any part thereof,  
**Individual Residence:** including windows, be damaged or destroyed by fire or  
other casualty or by intentional mischief, the Owner  
of the residence site upon which the same is situated  
shall, at his own cost and expense repair and restore  
the same or cause the same to be repaired and restored  
substantially in accordance with the original plans.  
All such repair and restoration work and the plans  
and specifications therefor shall be approved, done  
and performed in accordance with all applicable laws,  
ordinances, regulations and building codes, subject  
to the approval by the Association.

**REPAIR AND RESTORATION:** Should more than one individual residence or any  
**More than One** parts thereof, including windows, be damaged or  
**Individual:** destroyed by fire or other casualty or by intentional  
mischief, the Owners of each of the residence sites  
upon which such damage or destruction has occurred  
shall bear the cost of the same proportionately based  
upon the nature and extent of same as it affects the  
individual residence of each such Owner. In the  
event of a dispute between the responsible parties  
as to the apportionment of such costs, the Association  
shall fix and apportion them to and between the  
responsible parties and the determination of the  
Association shall be conclusive and binding.

**REPAIR AND RESTORATION:** Should any community facilities or any part or  
**Community Facilities:** 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 sub-  
ject property.

**REPAIR AND RESTORATION:** The repair and restoration work referred to in this  
**Timing and Completion:** Article XI shall be commenced within thirty (30) days  
after the happening of the destruction or damage,  
occasioning 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 or cause the same  
to be repaired or restored 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 cost and expense in excess  
thereof shall be forthwith paid over to the Association  
to be used by or to reimburse it for such repair or  
restoration.

**REPAIR AND RESTORATION:** 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.

**Approval of Plans:**

**REPAIR AND RESTORATION:** All work of whatever nature on subject property when commenced shall be done, performed, expeditiously pursued and completed in accordance with the approval given. Neither the Association nor any Owner who or which performs any work, or causes any work to be performed, on subject property shall suffer or permit any mechanics', laborers', materialmens', contractors', subcontractors' or other such or similar liens arising from any claim for damages or growing out of any work, or any other claim or demand howsoever the same may arise, to be enforced against subject property or any part or portion thereof, but the Association or such Owner, as the case may be, shall pay or cause to be paid all such liens, claims and demands before any action is brought to enforce the same against any part or portion of subject property; and the Association and each such Owner each separately, but jointly and severally, covenants to indemnify all Owners of the subject property and hold them free and harmless from all liability for any and all such liens, claims or demands together with all costs and expenses in connection therewith. If the Association or any such Owner, as the case may be, shall in good faith contest the validity of any such lien, claim or demand, then the Association or such Owner, as the case may be, shall, at its own expense defend itself and other Owners against the same and shall pay and satisfy any adverse judgment that may be rendered before the recordation thereof against any Owner of the subject property.

**REPAIR AND RESTORATION:** All work of whatever nature on subject property when commenced shall be done, performed, expeditiously pursued and completed in accordance with the approval given. Neither the Association nor any Owner who or which performs any work, or causes any work to be performed, on subject property shall suffer or permit any mechanics', laborers', materialmens', contractors', subcontractors' or other such or similar liens arising from any claim for damages or growing out of any work, or any other claim or demand howsoever the same may arise, to be enforced against subject property or any part or portion thereof, but the Association or such Owner, as the case may be, shall pay or cause to be paid all such liens, claims and demands before any action is brought to enforce the same against any part or portion of subject property; and the Association and each such Owner each separately, but jointly and severally, covenants to indemnify all Owners of the subject property and hold them free and harmless from all liability for any and all such liens, claims or demands together with all costs and expenses in connection therewith. If the Association or any such Owner, as the case may be, shall in good faith contest the validity of any such lien, claim or demand, then the Association or such Owner, as the case may be, shall, at its own expense defend itself and other Owners against the same and shall pay and satisfy any adverse judgment that may be rendered before the recordation thereof against any Owner of the subject property.

**REPAIR AND RESTORATION:** No work on subject property which requires the approval of the Association pursuant to this Declaration shall be deemed completed until the Association shall have issued its Certificate of Acceptable completion. The Association shall issue such Certificate upon written request therefor or shall set forth in writing its specific objections to work as not completed or complying. If the Association fails to issue a Certificate of Completion (or its written specific objections) within sixty (60) days after a request in writing for the same has been made to it, acceptable completion of the work shall be presumed.

**Acceptable Completion:**

**REPAIR AND RESTORATION:** The approval by the Association of any plans and specifications, plot plan, grading, or any other plan or matter requiring approval under this Declaration shall not be deemed to be a waiver of any right to withhold approval as to a similar or any other feature or element embodied therein when subsequently or additionally submitted for approval by the same or any other Owner or by the Association.

**Waiver of Approval:**

**REPAIR AND RESTORATION:** Neither the Association, nor any member thereof, shall be responsible or liable for any loss or damage whatsoever to any Owner or any person or persons whomsoever for any error or defect in any structure which may or may not be shown on any plans and specifications or on any plot or grading plan or in any structure or part or portion thereof, nor for any work done in accordance with any such plans and specifications or plan, nor for any error or defect, nor for any act or omission, nor for creating or maintaining drainage channels, diversions or facilities, nor in any instance whatsoever for developing or maintaining subject or adjoining property, nor in connection with any other matter whether or not the same was or was not submitted to or approved by the Association or any member thereof.

ARTICLE XII

**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:**  
**Utilities:** There is reserved for the benefit of each residence site and individual residence, as dominant tenement, an easement for utility services over, under and through the subject property and each other residence site, jointly, as the servient tenement.

**EASEMENTS:**  
**Encroachments:** There is reserved for the benefit of each residence site and individual residence, as dominant tenement, of such portion of the subject property and each other residence site, jointly as the servient tenement, as shall be encroached upon, used and occupied by the Owner of the dominant tenement as a result of any construction errors, errors in survey, movement or subsidence of a residence building or structure or any portion thereof.

**EASEMENTS:**  
**Rights of Association:** There is reserved to the Association as an easement in gross of which the subject property and all residence sites and individual residences shall be jointly and servient tenement, an easement of entry and of access for the installation and maintenance of utility lines, utility meter boxes, landscaping, and community facilities as defined in this Declaration, and for the performance generally of its rights and duties as provided in this Declaration.

**EASEMENTS:**  
**Reservation of Right of Way:** Declarant specifically reserves unto himself, his successors and assigns, a perpetual, non-exclusive easement and right of way over the common area, for the purpose of constructing, maintaining, repairing, replacing, and rebuilding underground pipe lines, drains and/or mains 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 pipe lines, 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 said land for their benefit.

#### ARTICLE XIII

##### **WAIVER OF PARTITION:**

Each Owner, and the successors of each Owner, whether by deed, gift, devise or operation of law, do by their respective acceptance of the covenants herein contained for their own benefit and for the benefit of other sites, specifically waive and abandon all rights, interests and causes of action for a judicial partition of the tenancy in common of subject property and do further promise and covenant that no action for a judicial partition of the common tenancy interest of the subject property shall be instituted, prosecuted, or reduced to judgment earlier than the limitation contained in this Article. The waiver and abandonment here covenanted shall be operative and in force during the term of these covenants.

#### ARTICLE XIV

##### **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 be minimum requirements adopted for the promotion of the health, safety, comfort, convenience and general welfare of the owners and occupants 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 apartment site or upon the construction of buildings or structures, or in connection with any other matters than are imposed or required by such provisions of law or ordinances or by such rules, regulations or permits or by such easements, covenants and agreements, then in that case the provisions of this Declarant 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 thereby affected or impaired.

**MISCELLANEOUS:  
Assignment of Powers:**

Any and all rights and powers of 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.

**MISCELLANEOUS:  
Waiver and Exemptions:**

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 restrictions, 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 such 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 of 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, repealer 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.

IN WITNESS WHEREOF \_\_\_\_\_  
has caused this Declaration to be executed this \_\_\_\_\_ day  
of \_\_\_\_\_, 19\_\_\_\_.

MANSIONES DEL SOL, INC.

ACCEPTANCE AND APPROVAL

THE VILLAS HOMEOWNERS ASSOCIATION, a non-profit corporation organized and existing under the laws of the State of Kansas, does 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 agrees 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

THE VILLAS HOMEOWNERS ASSOCIATION

APPROVAL

The Crestview Country Club, 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

*Curt*



ON SAFETY  
PHASE II

THE CITY OF WICHITA  
OFFICE OF Ass't. Supt. of Public  
Works Maint.

DATE Jan. 22, 1974

TO Jack Galbraith, Chief Planner, - MAPD  
FROM M. S. Mitchell

SUBJECT - The Villas at Crestview 2nd Addn.

We have on January 10, 1974, received a plan which includes all of the recommendations in our memo of January 8, 1974. This plan is approved.

If further information or discussion is desired, please advise.

M. S. Mitchell,  
Ass't. Superintendent of  
Public Works Maintenance

MSM/glm

cc: G. H. Wilton  
Reiss & Goodness, % Kenny Hill  
The Villas at Crestview 2nd Addn. Plat File  
John Riddel, Central Inspection



*Law Offices of*  
**HOPPER, FOSTER & FUQUA**  
420 OLIVE W. GARVEY BUILDING  
300 WEST DOUGLAS  
WICHITA, KANSAS  
67202

HERBERT H. HOPPER  
BENJAMIN FOSTER  
ROBERT S. FUQUA

AREA CODE 316  
262-6466  
264-4348

January 17, 1974

Metropolitan Area Planning Commission  
104 South Main  
Wichita, Kansas

Re: S/D No. 73-29

Gentlemen:

This is to certify that I have examined the Abstract of Title and pertinent records concerning the following described property situated in Sedgwick County, Kansas:

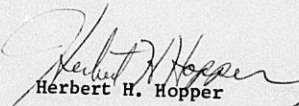
The Villas at Crestview 2nd, an Addition  
to Sedgwick County, Kansas,

and from such examination of same, I find fee simple title vested in:

MANSIONES DEL SOL, INC., a Kansas Corporation.

I further certify that the taxes for 1973 are paid in full.

Respectfully submitted,

  
Herbert H. Hopper

HHH/ms



THE CITY OF WICHITA

OFFICE OF Ass't. Supt. of Public Works Maint. DATE Jan. 8, 1974



ON SAFETY  
PHASE II

TO Jack Galbraith, Chief Planner, MAPD  
FROM M. S. Mitchell

SUBJECT - The Villas at Crestview 2nd Addn.

Reference is made to my request before the Subdivision Committee for a drainage plan to show relationship of drainage from the golf course to the plat and from the plat to the golf course, and the handling of "on site" drainage. On September 10, 1973 I received a print of a topographic map and flood study on which three main drainage courses effecting this plat were located and the total drainage area contributing to them was listed. I have reviewed this information and the drainage plan shown on the preliminary plat with Mr. Kenny Hill of Reiss and Goodness' office and have requested that Mr. Hill furnish me a plan showing the following:

- 1) Revised building pad elevations where applicable.
- 2) Notes showing the location and method of grading from ends of pipe storm sewers to the existing golf course swales where pipe flowline elevations are below existing ground.
- 3) A note that it will be necessary to maintain swales between buildings occupying Lots 54 and 55, Lots 57 and 58, and Lots 107 and 108 so that there will be an escape route for drainage if the underground system becomes plugged or overtaxed.
- 4) A definite swale across the street east of Lot 72 for the same purpose as stated above.
- 5) Swales at the rear of Lots 112 through 130 and Lots 131 through 138 to intercept flow from the golf course and direct it to the nearest street drain.

If further information or discussion is desired, please advise.

M. S. Mitchell,  
Ass't. Superintendent of  
Public Works Maintenance

MSM/glm

cc: G. H. Wilton  
Reiss & Goodness, % Kenny Hill  
The Villas at Crestview 2nd Addn. Plat File



E A S E M E N T

THIS INDENTURE made the 13th day of September, 1973, between Crestview Country Club Association by its President, Robert G. Oestreicher and Secretary, Kenneth W. Pringle, Jr., hereinafter called First Party and the Crestview Improvement District, Sedgwick County, Kansas, hereinafter called Second Party:

WITNESSETH, That the said First Party in consideration of the payment of One Dollar (\$1.00) and other valuable considerations, does by these presents grant unto the Second Party, its successors and assigns, a utility easement and right of way in and over the following real estate situated in Sedgwick County, Kansas, to-wit;

A five (5) foot wide easement for utility construction access and maintenance access described as follows: Beginning at the northeast corner of the Villas at Crestview 2nd Addition to Sedgwick County, Kansas; thence S 14°05' 38" W 313.02 feet along the east line of said addition to Monument 25; thence S 2°21'18" E 110.26 feet to Monument 26; thence S 63°23'38" E 5.71 feet; thence N 2°21'18" W and N 14°05'38" W parallel to and 5 ft. from the east line of said addition to the south line of the Villas at Crestview; thence west along the south line of the Villas at Crestview to the point of beginning. Monuments referred to in this description are taken from the Crestview Country Club Boundary Survey dated November 6, 1969

for the purpose of constructing, operating and maintaining utilities of said District.

In acceptance said easement, the Second Party agrees that the surface of the ground shall be left in good condition and the Second Party agrees to hold harmless the First Party from any loss or claim for damage by reason of the construction of said utility lines. Notwithstanding anything herein contained to the contrary, Second Party by its acceptance hereof agrees that no above or below ground utilities or structure or installations shall be placed or located upon or in the above described easement.

IN WITNESS WHEREOF the First Party has executed this instrument the day and year first above written.

CRESTVIEW COUNTRY CLUB ASSOCIATION

Robert G. Oestreicher  
Robert G. Oestreicher, President

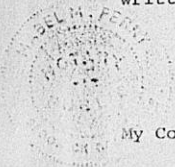
Kenneth W. Pringle, Jr.  
Kenneth W. Pringle, Jr., Secretary

State of Kansas )  
                  ) ss.  
Sedgwick County )

(SEAL)

BE IT REMEMBERED, That on this 13th day of September, 1973, before me the undersigned, a notary public in and for the County and state aforesaid, came Crestview Country Club Association by its President, Robert G. Oestreicher, President and Kenneth W. Pringle, Jr., Secretary who are personally known to me to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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



Mabel M. Perry  
Notary Public

My Commission expires \_\_\_\_\_ My Commission Expires August 21, 1976

E A S E M E N T

THIS INDENTURE made the 13th day of September, 1973, between Crestview Country Club Association by its President, Robert G. Oestreicher and Secretary, Kenneth W. Pringle, Jr., hereinafter called First Party and the Crestview Improvement District, Sedgwick County, Kansas, hereinafter called Second Party:

WITNESSETH, That the said First Party in consideration of the payment of One Dollar (\$1.00) and other valuable considerations, does by these presents grant unto the Second Party, its successors and assigns, a utility easement and right of way in and over the following real estate situated in Sedgwick County, Kansas, to-wit;

A five (5) foot wide easement for utility construction access and maintenance access described as follows: Beginning at the northeast corner of Lot 111, Block 1 in the Villas at Crestview 2nd Addition to Sedgwick County, Kansas; thence N 41°47'40" W along the easterly line of said addition 330.85 feet to the northwest corner of Lot 100; thence southeasterly to a point on the easterly line of Lot 100 extended, said point being 5 ft. northeast measured at right angles to the northerly line of said Lot 100; thence S 41°47'40" E parallel to and 5 ft. from the easterly line of said addition to the east line of Lot 111 extended; thence S 22°14'53" W to the point of beginning

for the purpose of constructing, operating and maintaining utilities of said District.

In acceptance said easement, the Second Party agrees that the surface of the ground shall be left in good condition and the Second Party agrees to hold harmless the First Party from any loss or claim for damage by reason of the construction of said utility lines. Notwithstanding anything herein contained to the contrary, Second Party by its acceptance hereof agrees that no above or below ground utilities or structure or installations shall be placed or located upon or in the above described easement.

IN WITNESS WHEREOF the First Party has executed this instrument the day and year first above written.

CRESTVIEW COUNTRY CLUB ASSOCIATION

*Robert G. Oestreicher*  
Robert G. Oestreicher, President

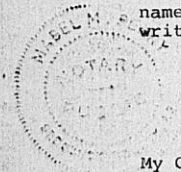
*Kenneth W. Pringle, Jr.*  
Kenneth W. Pringle, Jr., Secretary

State of Kansas )  
                  ) ss.  
Sedgwick County )

(SEAL)

BE IT REMEMBERED, That on this 13th day of September, 1973, before me the undersigned, a notary public in and for the County and State aforesaid, came Crestview Country Club Association by its President, Robert G. Oestreicher, President and Kenneth W. Pringle, Jr., Secretary who are personally known to me to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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



*Mabel M. Perry*  
Notary Public

My Commission expires My Commission Expires August 21, 1976

MANSIONES DEL SOL, INC.  
229 South Market  
Wichita, Kansas 67202

December 28, 1973

Mr. Jack H. Galbraith  
Chief Planner  
Metropolitan Area Planning Commission  
City Building Annex  
Wichita, Kansas 67202

Re:

Subject: S/D 73-29 - Final Plat of  
THE VILLAS AT CRESTVIEW  
2nd Addition

Dear Mr. Galbraith:

We hereby certify the subject property will become a part of the  
eventual PUD to be filed by the Crestview Country Club.

Yours very truly,

MANSIONES DEL SOL, INC.

*H. Marvin Bastian*  
H. Marvin Bastian  
Secretary-Treasurer

HMB:iw

cc: Jerald Jones



*Law Offices of*  
**HOPPER, FOSTER & FUQUA**  
420 OLIVE W. GARVEY BUILDING  
300 WEST DOUGLAS  
WICHITA, KANSAS  
67202

HERBERT H. HOPPER  
BENJAMIN FOSTER  
ROBERT S. FUQUA

AREA CODE 316  
282-6486  
264-4346

December 27, 1973

Metropolitan Area Planning Commission  
104 South Main  
Wichita, Kansas

Re: S/D No. 73-29

Gentlemen:

This is to certify that I have examined the Abstract of Title and pertinent records concerning the following described property situated in Sedgwick County, Kansas:

The Villas at Crestview 2nd, an Addition  
to Sedgwick County, Kansas,

and from such examination of same, I find fee simple title vested in:

MANSIONES DEL SOL, INC., a Kansas Corporation.

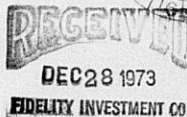
I further certify that the taxes for the first half of 1973 and prior years are paid.

Respectfully submitted,

  
Herbert H. Hopper



HHH/ms



FIDELITY INVESTMENT COMPANY



228 SOUTH MARKET ■ WICHITA, KANSAS 67202 ■ (316) 267-2881  
Branch Office — 500 Kansas Avenue, Topeka, Kansas 66603, (913) 234-2687

December 28, 1973

Mr. Jack H. Galbraith  
Chief Planner  
Metropolitan Area Planning Commission  
104 South Main  
Wichita, Kansas 67202

Re: S/D 73-29 Final plat of  
The VILLAS AT CRESTVIEW  
2ND ADDITION

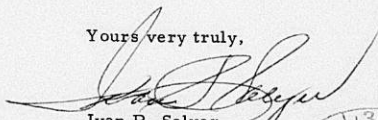
Dear Mr. Galbraith:

At the request of Mr. Jerald R. Jones, we are enclosing the following items in compliance with captioned case:

1. Final plat executed by Mansiones del Sol, Inc.
2. A letter from Mansiones del Sol, Inc., a Kansas corporation, to the Metropolitan Area Planning Commission advising they will be a part of the final PUD to be filed by Crestveiw Country Club.
3. Certification of title ownership and real estate tax certification from our attorney.
4. Declaration of covenants and restrictions for subject subdivision.

If there is additional information you desire, please contact the under-  
signed or Jerald R. Jones.

Yours very truly,

  
Ivan P. Salyer  
MANSIONES Del SOL, Inc.

H. MARVIN BASTIAN  
President and Chairman of the Board  
IVAN P. SALYER  
Executive Vice President  
MAURICE A. ROBERTS  
Vice President, Topeka Division  
DONALD L. DAY  
Controller and Treasurer  
RICH M. MACCLURE  
Secretary  
E. SANDY STEWARD  
Asst. Vice President  
JOHN H. LONNEKE  
Asst. Vice President, Topeka Division  
DAVID B. OSBURN  
Asst. Secretary  
J. ROBERT TRIMBLE  
Asst. Secretary, Topeka Division

IPS:iw

cc: Jerald R. Jones  
733-1331



FHA, GI, CONVENTIONAL, COMMERCIAL, FARM LOANS AND PROPERTY MANAGEMENT

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

Sept. 4, 1973

Mr. Curtis L. Newby  
Metropolitan Area Planning Dept.  
City Building Annex  
104 S. Main St.  
Wichita, Kansas 67202

Re: S/D 73-29-Final Plat of The  
Villas at Crestview 2nd Addition

Dear Mr. Newby:

Your letter dated July 6, 1973 stated "an appropriate drainage plan shall be submitted with regard to on-site drainage as well as its overall relationship to the golf course", which I have enclosed.

Drainage areas shown indicate concentrated drainage from storm sewers and channelization. All other drainage from the area will spread uniformly across the golf course. The preliminary plat which was previously submitted shows the drainage pattern within the subdivision. Note that drainage from the west does not enter this area.

If you should have any questions about these proposed drainage plans, please call.

Very truly yours,

*Kenny E. Hill*  
Kenny E. Hill, E.I.T.

KEH:h  
Encl.



July 13, 1973

Reiss & Goodness Engineers  
2160 East Douglas  
Wichita, Kansas 67214

Re: S/D 73-29 - Final Plat of  
THE VILLAS AT CRESTVIEW  
2ND ADDITION

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on July 12, 1973, 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 July 6, 1973.

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.
- / Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
- / Certification by an attorney that fee title is vested in the plattor.
- \* / Certification that all taxes due and payable for 1972 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: Mansiones del Sol, Inc., c/o Jerald Jones, 13 Via Roma 67230  
Dean Sellers, Assistant City Engineer

\* print 2 of 1973 taxes paid OK

July 6, 1973

Reiss & Goodness Engineers  
2160 East Douglas  
Wichita, Kansas 67214

Subject: S/D 73-29 - Final Plat of  
THE VILLAS AT CRESTVIEW 2ND ADDITION

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, July 5, 1973, the above captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- X. The appropriate text and signature line for the Mayor and City Clerk shall appear on the plat.
- X. The applicant shall furnish a copy of the Homes Association Agreement for review and at the time said instrument is recorded, the recording information book, page number and date shall be furnished to the Planning Department. The applicant shall also furnish a letter assuring that the subject property will become a part of the eventual PUD to be filed by the Crestview Country Club. 733-1331
- C. The applicant shall contact the City and County Fire Departments relative to fire hydrant locations and adequate fire protection for subject property.
- D. The applicant shall make satisfactory arrangements with the Wichita Water Department for initial water service for subject property.
- X. An appropriate drainage plan shall be submitted with regard to on-site drainage as well as its overall relationship to the golf course.
- X. Recording of the plat within 30 days after approval by the Board of County Commissioners.

*should be OK  
check with  
Water Dept  
letter credit*

Page 2  
Final Plat of THE VILLAS AT  
CRESTVIEW 2ND ADDITION  
July 6, 1973

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, July 12, 1973, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rme  
Enclosure

cc: Mansiones del Sol, Inc.  
c/o Jerald Jones  
13 Via Roma, 67230

Dean Sellers, City Engineering

FINAL PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 73-29 Name THE VILLAS AT CRESTVIEW 2ND ADDITION  
Date Application Rec'd. 3-20-73 Preliminary Approval 5-17-73  
Scheduled S/D Meeting 7-5-73

DESCRIPTION

General Location On the east side of 127th Street East 1/4 mile north  
of Central Avenue  
Owner Mansiones del Sol, Inc.  
Surveyor/Engineer Reiss & Goodness  
Address 2160 East Douglas Phone 264-1391

1. Gross Acreage of Plat 20
2. Number of Lots:
  - Residential 90
  - Commercial \_\_\_\_\_
  - Industrial \_\_\_\_\_
  - Other \_\_\_\_\_
3. Minimum Lot Frontage 25 ft.
4. Minimum Lot Area 3,450 sq. ft.
5. Existing Zoning LC
6. Proposed Zoning LC
7. Lineal Feet of New Streets:
  - a. Private R/W 3700 ft.
  - b. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - c. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - TOTAL 3700 ft.
8. Sidewalk adjacent to all streets? X yes \_\_\_\_\_ no
9. Public Water Supply Yes (Yes-No), Name City of Wichita
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

STAFF COMMENTS:

- A. The appropriate text and signature line for the Mayor and City Clerk shall appear on the plat.
- B. The applicant shall furnish adequate assurances that subject property will become a party to the Homeowners Agreement and included in the Villas at Crestview and furthermore the applicant will join with Crestview Country Club in the eventual filing and completion of the P.U.D.
- C. An appropriate drainage plan shall be submitted with regard to on-site drainage as well as its overall relationship to the golf course.
- D. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations. The applicant should be prepared to discuss with the Subdivision Committee the manner in which it is proposed to provide for such utilities and facilities, e.g., petition, actual construction, monetary guarantee, etc.
- E. Recording of the plat within 30 days after approval by the Board of County Commissioners.

May 21, 1973

Reiss & Goodness Engineers  
2160 East Douglas  
Wichita, Kansas 67214

Subject: S/D 73-29 - Preliminary  
Plat of THE VILLAS AT CRESTVIEW  
2ND ADDITION

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, May 17, 1973, the above captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. A 10 foot utility easement centered on the north line of Lots 42, 44 and 45 shall be indicated on the plat.
- B. The applicant shall furnish adequate assurances that subject property will become a party to the Homeowners Agreement and included in the Villas at Crestview and furthermore the applicant will join with Crestview Country Club in the eventual filing and completion of the P.U.D.
- C. An appropriate drainage plan shall be submitted with regard to on-site drainage as well as its overall relationship to the golf course.
- D. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations. The applicant should be prepared to discuss with the Subdivision Committee the manner in which it is proposed to provide for such utilities and facilities, e.g., petition, actual construction, monetary guarantee, etc.
- E. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Page 2 - Preliminary Plat of THE VILLAS AT  
CRESTVIEW 2ND ADDITION  
May 21, 1973

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

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

Sincerely,

Curtis L. Newby  
Junior Planner

CLN:rme  
Enclosure

cc: Mansiones del Sol, Inc.  
13 Via Roma, 67230

Jerald Jones  
13 Via Roma, 67230

Dean Sellers, City Engineering

PRELIMINARY PLAT  
SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D NO. 73-29 Name THE VILLAS AT CRESTVIEW 2ND ADDITION  
Date Application Rec'd. 3-20-73 Preliminary Approval \_\_\_\_\_  
Scheduled S/D Meeting 5-17-73

DESCRIPTION

General Location On the east side of 127th Street East 1/4 mile north  
of Central Avenue  
Owner Mansiones del Sol, Inc.  
Surveyor/Engineer Reiss & Goodness  
Address 2160 East Douglas Phone 264-1391

- |  |  |
|--|--|
| 1. Gross Acreage of Plat <u>20</u>   | 7. Lineal Feet of New Streets:             |
| 2. Number of Lots:   | a. Private R/W <u>3700</u> ft.             |
| Residential <u>90</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>90</u>   | TOTAL <u>3700</u> ft.                      |
| 3. Minimum Lot Frontage <u>25</u> ft.  | 8. Sidewalk adjacent to all                |
| 4. Minimum Lot Area <u>3,450</u> sq. ft.   | streets? <u>X</u> yes <u>        </u> no   |
| 5. Existing Zoning <u>LC</u>   |  |
| 6. Proposed Zoning <u>LC</u>   |  |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u>                        |  |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>Crestview Improvement District</u>     |  |
| 11. Health Department Approval (where applicable) <u>        </u> Yes <u>        </u> (Yes-No) |  |
| 12. City of Wichita <u>        </u> : Three-Mile Area <u>        </u> X                        |  |

STAFF COMMENTS:

- A. The associated zone case SCZ-0243 from "R-1" to "LC" has been approved by the Board of County Commissioners subject to platting.
- B. The applicant shall furnish adequate assurances that subject property will become a party to the Homeowners Agreement and included in the Villas at Crestview and furthermore the applicant will join with Crestview Country Club in the eventual filing and completion of the P.U.D.
- C. An appropriate drainage plan shall be submitted with regard to on-site drainage as well as its overall relationship to the golf course.
- D. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations. The applicant should be prepared to discuss with the Subdivision Committee the manner in which it is proposed to provide for such utilities and facilities, e.g., petition, actual construction, monetary guarantee, etc.
- E. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

Form 223-021

**PAYMENT NOTICE**

City of Wichita

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

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

| DESCRIPTION | AMOUNT |
|-------------|--------|
|-------------|--------|

|                                |  |
|--------------------------------|--|
| <i>Subdivision Application</i> |  |
| <i>Village of...</i>           |  |

Name

Address

Type

Due Date

Comments:

Date

By

*4/27/73*

*Carl Hardy*

April 2, 1973

Reiss and Goodness Engineers  
2160 East Douglas  
Wichita, Kansas 67214

Re: Sketch plat of the Villas  
at Crestview 2nd Addition

Gentlemen:

We have completed our review on the sketch plat of the Villas at Crestview. We recommend preparation of a preliminary plat with the following comments to be taken into consideration:

- A. That portion of the plat indicated as a reserve shall be expressly labeled as to what it is being reserved for.
- B. The applicant shall furnish adequate assurances that subject property will become a party to the Homeowners Agreement and included in the Villas at Crestview and furthermore the applicant will join with Crestview Country Club in the eventual filing and completion of the P.U.D.
- C. Adequate utility easements will need to be shown on the plat.
- D. An appropriate drainage plan shall be submitted with regard to on-site drainage as well as its overall relationship to the entire section, including the golf course. The topography shall be shown on the preliminary plat.

Enclosed for your information and files is an engineer's copy of the sketch plat. If you have any questions concerning this plat, please contact Curt Newby of our office.

Sincerely,

John Richter  
Planning Analyst

JR:rme

cc: Jerald Jones, 13 Via Roma, 67230  
Enclosure

6348  
Map No.: E-13  
Section No.: 14  
Twp. No.: 27  
Range: 2E

S/D No. 73-29

**APPLICATION FOR SUBDIVISION APPROVAL**

Name of Subdivision: The Villas at Crestview 2nd Addition  
General Location: East side 127th Street East one quarter mile north of Central Ave.  
Name of Property Owner: Mansiones del Sol, Inc.  
Address: 13 Via Roma, Wichita, Kansas 67230 Phone: 733-1331  
Name of Subdivider: Jerald Jones  
Address: 13 Via Roma, Wichita, Kansas 67230 Phone: 733-1331  
Name of Agent/Surveyor: Reiss & Goodness Engineers  
Address: 2160 E. Douglas Ave., Wichita, Kansas 67214 Phone: 264-1391  
Date of Application: March 19, 1973

**SUBDIVISION INFORMATION:**

- |  |  |
|--|--|
| 1. Gross Acreage of Plat <u>20</u>   | 7. Lineal Feet of New Streets:                                       |
| 2. Number of Lots:   | a. Private R/W <u>3700</u> ft.                                       |
| Residential <u>90</u>  | b. <u>        </u> R/W <u>        </u> ft.                           |
| Commercial <u>0</u>  | c. <u>        </u> R/W <u>        </u> ft.                           |
| Industrial <u>0</u>  | d. <u>        </u> R/W <u>        </u> ft.                           |
| Other <u>0</u>   | e. <u>        </u> R/W <u>        </u> ft.                           |
| Total Number of Lots <u>90</u>   | TOTAL <u>3700</u> ft.  |
| 3. Minimum Lot Frontage <u>25</u> ft.  | 8. Sidewalk adjacent to all streets? <u>X</u> yes <u>        </u> no |
| 4. Minimum Lot Area <u>3450</u> ft.  |  |
| 5. Existing Zoning <u>LC-w/Cond. Use Permit</u>  |  |
| 6. Proposed Zoning <u>LC</u>   |  |
| 9. Public Water Supply <u>Yes</u> (Yes-No), Name <u>City of Wichita</u>                    |  |
| 10. Public Sanitary Sewers <u>Yes</u> (Yes-No), Name <u>Crestview Improvement District</u> |  |
| 11. Health Department Approval (where applicable) <u>Yes</u> (Yes-No)                      |  |
| 12. City of Wichita <u>Three-Mile Area X</u>   |  |

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: Jerald R. Jones  
MANSIONES DEL SOL, INC.  
Jerald R. Jones, Vice President

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

Received by JAG.  
Date 3/20/73  
Fee Submitted