

PLAT NO. S/D 80-84 MAP NO. 6051

NAME STONEHEDGE

LOCATION: East of Rock Road, in an area south of 35th
Street North.

ENGINEER Van Doren-Hazard-Stallings

OWNER Wichita Development Company, et al

APPLICATION FILED 10-6-80

SKETCH PLAT FILED _____

PRELIMINARY FILED 10-6-80

S/D ACTION 10-16-80 approved as a final

FINAL FILED _____

S/D ACTION _____

MAPC ACTION 10-23-80 approve of 300' access instead

BCC ACTION 12-2-80 Approved

RECORDED 1-5-81

REMARKS _____

S/D 80-84 - STONEHEDGE - East of
Rock Road, in an area south of
35th St. North. BY: Van Doren-
Hazard-Stallings.

POSTED
10-15-80
DATE

ACTION

S/D COMMITTEE (*Phillips*) *Upper 2000 Terminal* 10.16-80

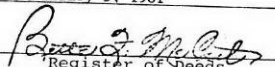
M.A.P.C. *Approved* 10.23-80

B.C.C./B-00 C. *Approved* 12.2.80

REGISTER OF DEEDS
SEDGWICK COUNTY, KANSAS

S/D 80-84
Map. 6051
no zone case

STONEHEDGE ADDITION was
filed for record on January 5, 1981


Register of Deeds

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

T9-328

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 80-84 Name Stonehedge
Application & Sketch Filed 10-6-80
Preliminary Plat Filed: 10-6-80 Approved by S/D: 10-16-80
Final Plat Filed: 10-6-80 Approved by S/D: 10-16-80
Approved by Metropolitan Area Planning Commission: 10-23-80

DESCRIPTION

General Location: east of Rock Road in an area south of 35th St. North

Surveyor or Engineer: Van Doren-Hazard-Stallings
Owner: Stonehedge Corporation, Inc., and Keith L. Anderson
Address: 1355 North Waco

- | | |
|--|--|
| 1. Gross Acreage of Plat <u>34.1</u> | 6. Access Control |
| 2. Number of Lots | St. <u>Rock</u> No. Openings <u>four</u> |
| Residential _____ | St. _____ No. Openings _____ |
| Commercial _____ | St. _____ No. Openings _____ |
| Industrial _____ | 7. Req'd Improvements |
| Other <u>23</u> | St. Paving _____ Watery _____ |
| Total Number of Lots: <u>23</u> | Sidewalk _____ Drainage _____ |
| 3. Minimum Lot Area: <u>3,375 sq.</u> ft. | Sewer <u>X</u> Other _____ |
| 4. Existing Zoning: <u>E</u> | |
| 5. Special Problems Discussed: <u>individual lot access and right-of-way for the proposed Northeast Circumferential.</u> | |

The applicant is proposing an office-park type of development on individual lots within an industrial zoning district. Access to each lot is by way of a private circulation drive with 90-degree parking on both sides of the drive. The applicant has submitted 100% petitions for extension of sewer and water to serve each lot and for paving a decel lane into the main entrance of the development. A certificate confirming the petitions has been submitted. Two hundred feet of complete access control to Rock Road north from the south line of the plat has been granted for the purpose of preserving an area, free of driveway conflicts, for a future northeast circumferential - Rock Road interchange. Covenants have been submitted for recording which provide for the establishment of a lot owners' association to own and maintain the reserves.

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

Bayouth moved, Goebel seconded and it carried unanimously. Lofton, Savina, and Wright were absent.

ACTION: Receive and file the water engineering feasibility report, adopt the resolving of finding and the resolution ordering and directing the water system improvement; approve the petitions and instruct the Director of Law to prepare the necessary resolutions; instruct the City Clerk to file the certificate of petitions and the declaration of covenants with the Register of Deeds, the recording costs of which shall be billed to the applicant; approve the plat as approved by the Metropolitan Area Planning Commission and authorize the Mayor to sign.

CERTIFICATE

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

We, Stonehedge Company, Inc. & Keith L. Anderson, owner and plat-
tor of Stonehedge, an addition, do hereby
certify that petitions for the following improvements have been submitted to the
Board of Commissioners of the City of Wichita, Kansas:


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

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

Signed this 19th day of November, 1980



Stonehedge Company, Inc.

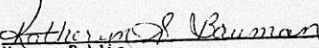


Keith L. Anderson

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

Be it remembered that on this 19th day of November, 1980, before
me, a notary public in and for said County and State, came Keith L. Anderson & Stonehedge
to me personally known to be the same persons who executed the fore-going instrument
of writing and duly acknowledge the execution of same. 2:11 Yone

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



Notary Public

My Appointment Expires: 2-2-83



AMENDED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
STONEHEDGE CORPORATION, a Kansas corporation (SC), and the other persons whose
signatures appear below, all of whom are hereinafter collectively referred to
as "Declarant."

This does NOT include lot 4 or lot 1 Block 5 which was intentionally left out of the subdivision

WITNESSETH:

WHEREAS, Declarant is owner of the following described properties
to-wit: Block 1, Lots 1 through 7; Block 2, Lot 1; Block 3, Lots 1 through 11;
and Block 4, Lots 1 through 3, Stonehedge Addition, in Wichita, Sedgwick County,
Kansas.

WHEREAS, there may be included within the Properties certain Common
Areas which are to be available for the common use and enjoyment of owners and
occupants of office buildings included within the Properties. Common Areas
shall mean all property identified as Reserves A, B, C, D, E, F, G and H on the
final plat of Stonehedge Addition.

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

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

WHEREAS, there shall be established the Stonehedge Office Park Owners Association, Inc., consisting of the owners of office lots included within the Properties. The Stonehedge Office Park Owners Association, Inc. shall be hereinafter referred to as the "Association"; and

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

NOW, THEREFORE, Declarant hereby declares that all of the property described above (hereinafter referred to as the "Properties") shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS

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

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

Section 3. Member shall be defined as every person or entity who or which is a record Owner of a fee or undivided fee interest in any lot or parcel, but not including any Owners who have sold their interest under

executory contract. During such time as such contract is in force, the contract vendee shall be considered to be the member of the Association.

Section 4. The word "Lot" as used herein, shall mean a lot as set forth in any recorded plat within the Properties.

Section 5. Members shall be all Owners as defined above of single office lots. Members shall be entitled to two votes for each Lot in which they hold the interest required for membership. When more than one person holds any such interest in any Lot, all such persons shall be Members. The two votes for such Lot shall be exercised as the Owners of such Lot may determine among themselves. Notwithstanding the foregoing, SC shall be entitled to six votes for each single Lot of which it is the Owner.

ARTICLE II
PROPERTY RIGHTS

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

Section 2. The title to the Common Area vested in the Association shall be subject to the rights and easement of enjoyment in and to such Common Area by its Members. Said easement shall not be personal but shall be

considered to be appurtenant to said lots and parcels, whether specifically set forth in deeds to the lots and parcels or not.

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

Section 4. The Common Area may be used for the benefit of its Members which may be determined by the Association. All owners and occupants shall have equal access to the Common Area and all facilities located thereon, subject to rules and regulations established by SC and/or the Association, providing members owning the property are not in default in the payment of assessments or in the performance of any other obligation required by this Declaration.

Section 5. Notwithstanding any other provision of this Declaration, SC reserves the right to grant easements within the Common Area for the installation, repair and maintenance of water mains, sewers, drainage courses and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area.

ARTICLE III

COVENANTS AND MAINTENANCE ASSESSMENTS

Section 1. All Members of the Association located within and comprising the Properties shall be subject to an annual assessment charge to be paid by the respective Owners thereof, to the Association annually in advance on the 31st day of December, in each year, commencing with 1981 following occupancy

of the first dwelling unit. The Board of Directors of the Association may permit the annual assessments charge to be paid in installments payable either semi-annually, quarterly or monthly.

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

Section 3. The assessment fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: for improving and maintaining the Common Area and other property of the Association, roadways and entryways of the development; for planting trees and shrubbery and the care thereof; for collecting and disposing of garbage, ashes and rubbish; for employment of night watchmen; for caring for vacant property, for removing grass or weeds, for constructing, purchasing, maintaining or operating any community service, for purchase of insurance and for construction of a circulation drive to any platted lot prior to occupancy of any building, or for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the Members; for expense incidental to the examination

of plans and enforcement of these restrictions or any other building restrictions applicable to said property, for the payment of operating expenses of the Association or for any other purpose within the purposes for which the Association is Incorporated.

Section 4. All assessment charges which shall remain due and unpaid thirty (30) days after they are due, shall thereafter be subject to interest at the rate of ten percent (10%) per annum.

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

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

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

Section 8. Maximum Annual Assessment.

(a) The maximum annual assessment for the calendar year ending December 31, 1981, shall be \$250 per lot. The maximum annual assessment may be increased for any subsequent year to an amount which is not more than 10% above the maximum permitted annual assessment for the previous year without a vote of the membership of the Association.

(b) The annual assessment for any year commencing after January 1, 1982, may be increased to an amount greater than that permitted by subsection (a) of this Section 8 only by an affirmative vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for such purpose.

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

Section 9. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement

upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

ARTICLE IV
COVENANTS FOR MAINTENANCE

Section 1. Maintenance of Lots and Improvements: Lien.

Each Owner (other than SC) shall keep all Lots owned by him and all improvements therein or thereon, in good order and repair, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If in the opinion of the Architectural Committee, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by a two-thirds (2/3) decision of the Board, and after fifteen (15) days' written notice to such Owner to remedy such default, shall have the right, through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, repaint and restore such Lot or Lots or such improvements and the cost thereof (hereinafter sometimes called the "Maintenance Charge") shall be a binding personal obligation of such Owner and the cost may mature into a lien enforceable in the same manner as a mortgage upon the Lot(s) in question in the following manner: the Association may record an Affidavit of Nonpayment of Maintenance Charge in the office of the Register of Deeds of Sedgwick County, Kansas, stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property, and (c) the amount of the

Maintenance Charge which is unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon the property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Approval Required.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein or thereto be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by SC, its agents, assignees or successors. In the event SC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Such plans and specifications shall be in such form and shall contain such information as may be required by SC, but in any event shall include (i) a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the

particular Lot or Lots (including proposed front, rear and side set-backs) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot or Lots; and (ii) a grading plan for the particular Lot or Lots.

Section 3. Retention of Approved Plans and Specifications.

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

Section 4. Removal and Alteration of Structures; Lien.

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

(b) If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association or SC shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation

particular Lot or Lots (including proposed front, rear and side set-backs) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot or Lots; and (ii) a grading plan for the particular Lot or Lots.

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(b) If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association or SC shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation

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

(c) In the event a lien is obtained pursuant to this Section and thereafter the Removal or Alteration Charges plus interest at the rate of ten percent (10%) per annum shall be fully paid, the Association or SC shall within ten (10) days following payment file with the Register of Deeds of Sedgwick County, Kansas, and Affidavit which shall (a) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which has been satisfied, (b) state the legal description of the property affected and (c) state the name(s) of the Owner(s) of the property. The recording of the Affidavit of Payment of Removal or Alteration Charges shall fully and completely release the lien referred to in said Affidavit and said Affidavit shall be conclusive evidence to any purchaser or encumbrancer or as to any title insurer or title examiner that the pre-existing lien has been fully and completely released and discharged.

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

Section 5. Certificate of Compliance.

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

Section 6. Right of Inspection.

Any agent of SC or the Association may at any reasonable time or times enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lots and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions

hereof; and neither SC, the Association, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 7. No Liability.

Neither SC, the Association, nor any officer, director, member, agent or employee thereof, shall be liable to any Owner or to any person, firm, corporation or other entity for any damages arising from any performance or non-performance of any duties or functions under this Article V.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

Section 1. Structures: Division of Lots; Utilities; Trailer; and Fences.

Without the prior written approval of SC:

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

Section 2. Exempt Property.

All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from

taxation by the laws of the State of Kansas shall be exempt from the assessments created herein. However, no land or improvements devoted office use shall be exempt from said assessments.

✓ Section 3. Rights of City of Wichita.

In the event that the Association, its successors or assigns, shall fail at any time to maintain the Common Area or fail in any manner to fulfill its obligations relating to the Common Area, the City of Wichita may serve a written Notice of Delinquency upon the Association setting forth the manner in which the Association has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable values of the properties within the Stonehedge Addition and to prevent the Common Areas from becoming a nuisance, may enter upon said Common Areas and perform the obligations listed in the Notice of Deficiency. All costs incurred by the City of Wichita in carrying out these maintenance obligations of Declarant may be assessed against the platted lots in the same manner as provided by law for special assessments and shall be assessed equally among all of the lots herein subjected to these covenants. Said assessments may be established as liens upon said platted lots. Should the Association, its successors, or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may within the twenty-day period to be provided in said Notice, apply for a hearing before the Board of City Commissioners to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

Section 4. Trees.

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

Section 5. Signs.

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

Section 6. Temporary Buildings.

No temporary building, trailer, garage, basement, tent, outbuilding, or building in the course of construction shall be used temporarily or permanently for other than construction purposes.

Section 7. No Storage; Trash.

No lumber, metals, bulk materials, refuse or trash shall be kept,

stored, or allowed to accumulate on any Lot or on any of the Common Areas, except the building materials may be stored on a Lot during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Association, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Properties.

Section 8. Pipes.

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

Section 9. Association May Trim or Prune.

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

Section 10. Sight Lines.

No fence, wall, hedge or shrub planting shall be placed or permitted to remain on any Lot without prior written consent by SC and/or its successor.

Section 11. Noxious, Dangerous and Offensive Activities Prohibited.

No noxious, dangerous or offensive activity or thing shall be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the office park.

Section 12. Maintenance of Drainage Channels and Swales.

Each Owner shall maintain, mow and keep in good repair and condition all drainage channels and swales located on any Lot owned by such Owner.

ARTICLE VII

ZONING AND SPECIFIC RESTRICTIONS

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

✓ Section 2. That portion of the circulation drive within Reserve C shall be constructed to provide access to any lot prior to occupancy of a building ^{on} the lot.

ARTICLE VIII

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Limited to Office Lots.

The provisions of this Article shall relate solely to Lots zoned E - Light Industrial.

Section 2. Machinery.

No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance.

Section 3. Requirement to Plant Lawn and Trees, Shrubs or Bushes.

As soon as practicable after completion of a construction on a Lot, the Owner thereof shall plant all landscaping materials as specified by SC and/or its successor.

ARTICLE IX
ENFORCEMENT

Section 1. Enforcement.

The Association, SC, or any Owner, shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, SC, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X
ADDITIONAL LAND

Section 1. Additional Land.

SC may, from time to time, annex additional real property owned by it on the date this Declaration is recorded in the office of the Register of Deeds of Sedgwick County, Kansas, including additional Common Areas, to the

Properties, and thereby subject the same to all of the terms, provisions and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of Sedgwick County, Kansas, of an instrument expressly stating an intention so to annex and describing such additional real property to be so annexed. During that twenty (20) year period commencing with the date of the recording of this Declaration, SC, its successors or assigns, may annex such additional real property to the Properties in its absolute discretion. From and after the termination of said twenty (20) year period, such additional real property may be annexed to the Properties provided that each such annexation is approved in writing by two-third (2/3) of the Members of the Association entitled to vote.

ARTICLE XI
POWER OF ASSIGNMENT AND DELEGATION

Section 1. Power to Assign and Delegate.

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

ARTICLE XII
SEVERABILITY

Section 1. Severability.

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

ARTICLE XIII

AMENDMENT

Section 1. Amendment.

The covenants and restrictions of this Declaration shall run with ~~and~~ and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended except for Article VI, Section 3 hereof during the first twenty (20) year period by an instrument signed by the Owner(s) of not less than ninety percent (90%) of the Lots, and thereafter by an instrument signed by the Owner(s) of not less than seventy-five percent (75%) of the Lots and recorded in the office of the Register of Deeds of Sedgwick County, Kansas, or any other public office, instruments affecting real property located in Sedgwick County, Kansas as may hereafter be established. Article VI, Section 3 of these covenants in addition to the above requirements may be amended only upon prior written approval of the City of Wichita. ✓

IN WITNESS WHEREOF, the undersigned, being the Declarants herein have executed this Declaration as of this 26 day of November, 1980.

STONEHEDGE CORPORATION

By: 

Bill Yung

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 26th day of November, 1980 before me, a notary public within and for the county and state aforesaid, came Bill Yung of Stonehedge Corporation, a Kansas corporation, who is personally known to me and known to me to be the same person who executed the foregoing Amended Declaration of Covenants, Conditions and Restrictions, that said person duly acknowledged before me his execution of the same as and for his free and voluntary act and deed; that said person duly acknowledged before me his authority to execute the same as the President of Stonehedge Corporation, for and on behalf of and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Cynthia R. Owen
Notary Public

My Appointment Expires:

My Appointment Expires May 17, 1981



Bill Young said 11-24-80
that the Stonehedge
Office Park Owners Association
is NOT to include
lot 4 Block 4 or
lot 1 Block 5

Association covenants comments
11-25-80

Nowhere does it say that
lot 4 Blk 4 and lot 1
Blk 5 are excluded

Nowhere are the "common
areas" defined (Recesses A-F
and floodways)

The ownership and
maintenance responsibility
of the south floodway is
unclear (then on tracing over

Page 14 is confusing

Need to fill in blanks on
pages 5 + 6 + 7

Last page, on amendments,
does not include the
necessary statement
that the City's authority
to maintain cannot be amended

Where does it say that the
circulation drive within
Reserve C will be
constructed to provide access
to any lot prior to occupancy
of a building on the lot?

AMENDED DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS

submitted 11-20-90

THIS DECLARATION, made on the date hereinafter set forth by
STONEHEDGE CORPORATION, a Kansas corporation (SC), and the other persons whose
signatures appear below, all of whom are hereinafter collectively referred to
as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of certain property in Wichita,
Sedgwick County, Kansas, which is more particularly described as Lot 4, Comotara
Business Park, Wichita, Sedgwick County, Kansas; and which is being replatted as
Stonehedge Addition.

WHEREAS, there may be included within the Properties certain Common
Areas which are to be available for the common use and enjoyment of owners and
occupants of office properties included within the Properties; and

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

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

*Define
the Properties*

*These common
areas are to be
on all lots in
the Stonehedge
Addition*

*Define as all lots in Block 1, 2, 3 and lots 1, 2, 3
Block 4*

WHEREAS, there shall be established the Stonehedge Office Park Owners Association, Inc., consisting of the owners of office lots included within the Properties. The Stonehedge Office Park Owners Association, Inc. shall be hereinafter referred to as the "Association"; and

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

NOW, THEREFORE, Declarants hereby declare that all of the property described above (hereinafter referred to as the "Properties") shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS

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

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

See Sec. 5 Section 3. Member shall be defined as every person or entity who or which is a record Owner of a fee or undivided fee interest in any lot or parcel, but not including any Owners who have sold their interest under

executory contract. During such time as such contract is in force, the contract vendee shall be considered to be the member of the Association.

Section 4. The word "Lot" as used herein, shall mean a lot as set forth in any recorded plat within the Properties.

*includes
all lots
in
straddles*

*see 3
see*

Section 5. Members shall be all Owners as defined above of single office lots. Members shall be entitled to two votes for each Lot in which they hold the interest required for membership. When more than one person holds any such interest in any Lot, all such persons shall be Members. The two votes for such Lot shall be exercised as the Owners of such Lot may determined among themselves. Notwithstanding the foregoing, SC shall be entitled to six votes for each single Lot of which it is the Owner.

*this still does
not define the
Common Areas*

ARTICLE II
PROPERTY RIGHTS

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

Section 2. The title to the Common Area vested in the Association shall be subject to the rights and easement of enjoyment in and to such Common Area by its Members. Said easement shall not be personal but shall be

considered to be appurtenant to said lots and parcels, whether specifically set forth in deeds to the lots and parcels or not.

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

Section 4. The Common Area may be used for the benefit of its Members which may be determined by the Association. All owners and occupants shall have equal access to the Common Area and all facilities located thereon, subject to rules and regulations established by SC and/or the Association, providing members owning the property are not in default in the payment of assessments or in the performance of any other obligation required by this Declaration.

Section 5. Notwithstanding any other provision of this Declaration, SC reserves the right to grant easements within the Common Area for the installation, repair and maintenance of water mains, sewers, drainage courses and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area.

ARTICLE III

COVENANTS AND MAINTENANCE ASSESSMENTS

Section 1. All Members of the Association located within and comprising the Properties shall be subject to an annual assessment charge to be paid

needs to fill in blanks

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

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

Section 3. The assessment fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: for improving and maintaining the Common Area and other property of the Association, roadways and entryways of the development; for planting trees and shrubbery and the care thereof; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property, for removing grass or weeds, for constructing, purchasing, maintaining or operating any community service, for purchase of insurance and for construction of a circulation drive to any platted lot prior to occupancy of any building, or for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the Members; for expenses incidental to the examination of plans and enforcement

of these restrictions or any other building restrictions applicable to said property, for the payment of operating expenses of the Association or for any other purpose within the purposes for which the Association is incorporated.

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

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

*including Lot 4 Block 5
Lot 1 Block 5*

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

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

Section 8. Maximum Annual Assessment.

(a) The maximum annual assessment for the calendar year ending _____ shall be _____ per Lot. The maximum annual assessment may be increased for any subsequent year to an amount which is not more than _____ above the maximum permitted annual assessment for the previous year without a vote of the membership of the Association.

(b) The annual assessment for any year commencing after January 1, 1982 _____ may be increased to an amount greater than that permitted by subsection (a) of this Section 8 only by an affirmative vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for such purpose.

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

Section 9. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement

upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

ARTICLE IV
COVENANTS FOR MAINTENANCE

Section 1. Maintenance of Lots and Improvements: Lien.

Each Owner (other than SC) shall keep all Lots owned by him and all improvements therein or thereon, in good order and repair, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If in the opinion of the Architectural Committee, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by a two-thirds (2/3) decision of the Board, and after fifteen (15) days' written notice to such Owner to remedy such default, shall have the right, through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, repaint and restore such Lot or Lots or such improvements and the cost thereof (hereinafter sometimes called the "Maintenance Charge") shall be a binding personal obligation of such Owner and the cost may mature into a lien enforceable in the same manner as a mortgage upon the Lot(s) in question in the following manner: the Association may record an Affidavit of Nonpayment of Maintenance Charge in the office of the Register of Deeds of Sedgwick County, Kansas, stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property, and (c) the amount of the

Maintenance Charge which is unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon the property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Approval Required.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein or thereto be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by SC, its agents, assignees or successors. In the event SC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Such plans and specifications shall be in such form and shall contain such information as may be required by SC, but in any event shall include (i) a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the

particular Lot or Lots (including proposed front, rear and side set-backs) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all parking spaces and driveways on the Lot or Lots; and (ii) a grading plan for the particular Lot or Lots.

Section 3. Retention of Approved Plans and Specifications.

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

Section 4. Removal and Alteration of Structures; Lien.

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

(b) If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association or SC shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation

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

(c) In the event a lien is obtained pursuant to this Section and thereafter the Removal or Alteration Charges plus interest at the rate of ten percent (10%) per annum shall be fully paid, the Association or SC shall within ten (10) days following payment file with the Register of Deeds of Sedgwick County, Kansas, and Affidavit which shall (a) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which has been satisfied, (b) state the legal description of the property affected and (c) state the name(s) of the Owner(s) of the property. The recording of the Affidavit of Payment of Removal or Alteration Charges shall fully and completely release the lien referred to in said Affidavit and said Affidavit shall be conclusive evidence to any purchaser or encumbrancer or as to any title insurer or title examiner that the pre-existing lien has been fully and completely released and discharged.

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

Section 5. Certificate of Compliance.

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

Section 6. Right of Inspection.

Any agent of SC or the Association may at any reasonable time or times enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lots and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions

hereof; and neither SC, the Association, nor any such agent, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 7. No Liability.

Neither SC, the Association, nor any officer, director, member, agent or employee thereof, shall be liable to any Owner or to any person, firm, corporation or other entity for any damages arising from any performance or non-performance of any duties or functions under this Article V.

ARTICLE VI
GENERAL COVENANTS AND RESTRICTIONS

Section 1. Structures: Division of Lots; Utilities; Trailer; and Fences.

Without the prior written approval of SC:

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

Section 2. Exempt Property.

All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from

taxation by the laws of the State of Kansas shall be exempt from the assessments created herein. However, no land or improvements devoted to office use shall be exempt from said assessments.

Section 3. Rights of City of Wichita.

In the event that the Association, its successors or assigns, shall fail at any time to maintain the Common Area or fail in any manner to fulfill its obligations relating to the Common Area, the City of Wichita may serve a written Notice of Delinquency upon the Association setting forth the manner in which the Association has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable values of the properties within the Stonehedge Addition and to prevent the Common Areas from becoming a nuisance, may enter upon said Common Areas and perform the obligations listed in the Notice of Deficiency. All costs incurred by the City of Wichita in carrying out the obligations of Declarant may be assessed against the platted lots in the same manner as provided by law for such assessments, and said may be assessed to the Stonehedge Office Park Owners Association or on an equal basis to all lots in Blocks 1, 2, 3 and 4, Stonehedge Addition. Said assessments may be established as liens upon said platted lots. Should the Association, its successors, or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may within the twenty-day period to be provided in said Notice, apply for a hearing before the Board of City Commissioners to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

?

these maintenance responsibilities

which are members of the association

Section 4. Trees.

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

Section 5. Signs.

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

Section 6. Temporary Buildings.

No temporary building, trailer, garage, basement, tent, outbuilding, or building in the course of construction shall be used temporarily or permanently for other than construction purposes.

Section 7. No Storage; Trash.

No lumber, metals, bulk materials, refuse or trash shall be kept,

stored, or allowed to accumulate on any Lot or on any of the Common Areas, except the building materials may be stored on a Lot during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Association, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Properties.

Section 8. Pipes.

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

Section 9. Association May Trim or Prune.

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

Section 10. Sight Lines.

No fence, wall, hedge or shrub planting shall be placed or permitted to remain on any Lot without prior written consent by SC and/or its successor.

Section 11. Noxious, Dangerous and Offensive Activities Prohibited.

No noxious, dangerous or offensive activity or thing shall be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the office park.

Section 12. Maintenance of Drainage Channels and Swales.

Each Owner shall maintain, mow and keep in good repair and condition all drainage channels and swales located on any Lot owned by such Owner.

ARTICLE VII

ZONING AND SPECIFIC RESTRICTIONS

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

ARTICLE VIII

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Limited to Office Lots.

The provisions of this Article shall relate solely to Lots zoned

*all
are
zoned
light
industrial*

E- Light Industrial.

Section 2. Machinery.

No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance.

Section 3. Requirement to Plant Lawn and Trees, Shrubs or Bushes.

As soon as practicable after completion of a construction on a Lot, the Owner thereof shall plant all landscaping materials as specified and furnished by SC and/or its successor.

ARTICLE IX

ENFORCEMENT

Section 1. Enforcement.

The Association, SC, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, SC, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X

ADDITIONAL LAND

Section 1. Additional Land.

SC may, from time to time, annex additional real property owned by it on the date this Declaration is recorded in the office of the Register of Deeds of Sedgwick County, Kansas, including additional Common Areas, to the

Properties, and thereby subject the same to all of the terms, provisions and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of Sedgwick County, Kansas, of an instrument expressly stating an intention so to annex and describing such additional real property to be so annexed. During that twenty (20) year period commencing with the date of the recording of this Declaration, SC, its successors or assigns, may annex such additional real property to the Properties in its absolute discretion. From and after the termination of said twenty (20) year period, such additional real property may be annexed to the Properties provided that each such annexation is approved in writing by two-third (2/3) of the Members of the Association entitled to vote.

ARTICLE XI

POWER OF ASSIGNMENT AND DELEGATION

Section 1. Power to Assign and Delegate.

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

ARTICLE XII

SEVERABILITY

Section 1. Severability.

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

ARTICLE XIII
AMENDMENT

Section 1. Amendment.

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

There can be no amendment to Article VI Sec 3 need phrase saying
IN WITNESS WHEREOF, the undersigned, being the Declarants herein *without prior written consent*
have executed this Declaration as of this 20 day of Nov., 1980. *of City of Wichita*

STONEHEDGE CORPORATION

By 

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 20th day of November, 1980, before me, a notary public within and for the county and state aforesaid, came Bill Yung of Stonehedge Corporation, a Kansas corporation, who is personally known to me and known to me to be the same person who executed the foregoing Amended Declaration of Covenants, Conditions and Restrictions, that said person duly acknowledged before me his execution of the same as and for his free and voluntary act and deed; that said person duly acknowledged before me his authority to execute the same as the President of Stonehedge Corporation, for and on behalf of and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

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

Caroleen R. Owen
Notary Public



My Appointment Expires:
My Appointment Expires May 17, 1981

11-20-80

CHICAGO TITLE ASSOCIATION

AMERICAN LAND TITLE ASSOCIATION COMMITMENT - 1966

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Issued by:
THE SECURITY ABSTRACT &
TITLE COMPANY, INC.
434 North Main Street
Wichita, Kansas 67202
(316) 267-8371

CHICAGO TITLE INSURANCE COMPANY

Alvin W. Long
President.

ATTEST:

Chester C. McLaughlin
Secretary.



David R. Hamilton
Authorized Signatory

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusion from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

SCHEDULE A

Number	Effective Date	
294008	November 17, 1980, @ 7:00 A. M.	
1. Owners Policy to be issued:	ALTA Form B - 1970 (Amended 10-17-70)	Amount: Platting
Proposed Insured:		
The City of Wichita		
Loan Policy to be issued:	ALTA Form 1970 (Amended 10-17-70)	Amount:
Proposed Insured:		

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

See Added Page

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

Lot 1, Block 1, Comotara Business Park to Wichita,
Sedgwick County, Kansas.

ADDED

(Schedule A continued)

FORM 3147R-4-67

Policy Number _____
Owners _____

Policy Number _____
Loan _____

Item 2 of Schedule A:

Keith L. Anderson as to the following:

That part of Lot 1, Block 1, Comotara Business Park to Wichita, Sedgwick County, Kansas, lying South of the following described line: Beginning at the intersection of the Southeast line of an 80 foot wide drainage and utility easement granted in the plat of said addition and the East line of said Lot 1, said point of beginning being 884.68 feet North of the Southeast corner of said Lot, thence Southwesterly along said Southeast easement line bearing S 56 degrees 02' 53" W, 352.40 feet; thence Westerly along the South line of said easement extended, bearing S 89 degrees 07' 32" W, 731.80 feet to a point on the West line of said Lot 1, said point being 692.40 feet North of the Southwest corner of said Lot 1.

Stonehedge Corporation, Inc., as to the remainder of said Lot 1.

SCHEDULE B

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

1. If an owner's policy is to be issued, the mortgage encumbrance, if any, created as part of the purchase transaction.
2. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
3. Rights or claims of parties in possession not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Easements or claims of easements not shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the public records.
8. General and special taxes and assessments as hereafter listed if any (all amounts shown being exclusive of interest, penalties and costs):

1978 Tax \$21,963.58	not paid.
1979 Tax \$21,219.31	not paid.

Key #C-38371. ?

PAID account to security 11-20-80
9. Easements for floodways, drainage, public utilities, and setbacks as contained in Plat of Comotara Business Park, an Addition to Wichita, Sedgwick County, Kansas.
10. The floodways shall be the responsibility of the owners of the property in the subdivision until such time as the governing body exercising jurisdiction elects to assume the responsibility for maintenance and improvement of the drainage, provided further that no building shall be constructed on or within said floodway, nor shall any fill, change of grade, creation of channel or other work be carried on without the permission of the Wichita-Sedgwick County Flood Control Office or their successors in office.
11. No building pad will be permitted below Elevation 202.0.
12. Utility easement established on Film 314, Page 31, described as follows:
A strip of land 40.0 feet wide, north of, adjacent to and parallel with the south line of said Northwest Quarter section, between the east line of Rock Road and the west line of Comotara Street.
13. It is noted for informational purposes only and not as an exception to title which will appear in our policy, that captioned property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Resolutions.

October 24, 1980

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

Re: S/D 80-84 - Final plat of Stonehedge

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on Thursday, October 23, 1980, 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 October 17, 1980, except that item I was changed to require complete access control over the south 200 feet of Block 5 rather than 300 feet.

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:

- 11-20 1. ✓ Submission of the fully completed and signed tracing of the subdivision to the Metropolitan Area Planning Department.
 - 11-20-80 2. ✓ Submission of a title report by an abstract or title insurance company or an attorney's opinion that fee title is vested in the platlor.
 - 11-20-80 3. ✓ Certification that all taxes due and payable for 1980 and prior years have been paid.
Need to pay 1980 prior to recording
- Please call if you have any questions.

Very truly yours,

Louise Olivarez
Senior Planner

LO:bh

cc: Wichita Dev. Co., 2471 Hathway Circle, 67226
Bill Yung, 1355 N. Waco, 67214

October 17, 1980

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

Re: S/D 80-84 - Final plat - Stonehedge

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission, October 16, 1980, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved subject to:

- A. The applicant shall guarantee the extension of City water to serve all lots not already served. *petition 11-20*
- B. The applicant shall guarantee the extension of sanitary sewer to serve all lots not already served. *petition to Engineering*
- C. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- D. Access to all interior lots in Blocks 1 thru 4 is to be provided in Reserve C. At the time of development, improvements in Reserve C to at least the minimum fire lane standard will be required.
- E. More than one means of access to the interior lots for emergency equipment is desirable. It is recommended that a firelane easement be granted through Lot 4, Block 4, from 35th Street to connect with the circulation system in Reserve "C". The easement shall be labeled on the face of the plat and shall be improved to fire lane standards at the time the circulation drive is constructed in Reserve "C".
- F. The applicant shall submit documents to the Planning Department for recording which provide for the ownership and maintenance of all the reserves and the two floodways. The documents shall give the City authority to maintain the floodways if the owners fail to do so and to charge the costs equally to all lots. The documents shall also state that the circulation drive within Reserve

"C" will be constructed to provide access to any lot prior to occupancy of a building on the lot.

G. Wording shall be included in the plat's text to indicate ownership and maintenance responsibilities of the Reserves.

H. The applicant shall guarantee the construction of a decel lane into the proposed office park site. *petition to Engineering 11-19-80*

I. In order to provide for a future interchange at Rock Road and the Northeast Circumferential, complete access control to Rock Road over approximately the south 300 feet of Block 5 shall be granted on the plat. *changed to 300' by MAPC*

J. The south line of the south floodway shall be shifted south to clear the banks of the lake. *shifted south 25 feet*

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

Prior to the MAPC meeting of October 23, 1980, please submit to us 15 copies of the final plat which has been revised to show the requested easements (including firelane easement) floodway boundary changes, access controls and suggested changes in the plat's text.

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 certificate is required if petitions are submitted.

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

This matter will be forwarded to the Planning Commission for its consideration on Thursday, October 23, 1980, at 1:30 p.m. If you have any questions concerning this matter, please call.

Sincerely,

Louise Olivarez
Senior Planner
LO:hb

cc: Wichita Dev. Co., 2471 Hathway Circle, 67226
Bill Yung, 1355 N. Waco, 67214
Mike Lindebak, City Engineering

10-16-80

AMENDED DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by
STONEHEDGE CORPORATION, a Kansas corporation (SC), and the other persons whose
signatures appear below, all of whom are hereinafter collectively referred to
as "Declarants".

WITNESSETH:

WHEREAS, Declarants are the owners of certain property in Wichita,
Sedgwick County, Kansas, which is more particularly described as Lot 1, Comotara
Business Park, Wichita, Sedgwick County, Kansas; and *being replatted as Stonehedge Addition*

WHEREAS, there may be included within the Properties certain Common
Areas which are to be available for the common use and enjoyment of owners and
occupants of office properties included within the Properties; and

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

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

WHEREAS, there shall be established the Stonehedge Office Park Owners Association, Inc., consisting of the owners of office lots included within the Properties. The Stonehedge Office Park Owners Association, Inc. shall be hereinafter referred to as the "Association"; and

WHEREAS, SC ^{spell out} may, but shall not be required to, convey additional real property to the Association;

NOW, THEREFORE, Declarants hereby declare that all of the property described above (hereinafter referred to as the "Properties") shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with said real property and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

MEMBERSHIP AND VOTING RIGHTS

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

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

Section 3. Member shall be defined as every person or entity who or which is a record Owner of a fee or undivided fee interest in any lot or parcel, but not including any Owners who have sold their interest under

executory contract. During such time as such contract is in force, the contract vendee shall be considered to be the member of the Association.

Section 4. The word "Lot" as used herein, shall mean a lot as set forth in any recorded plat within the Properties.

Section 5. Members shall be all Owners as defined above of single office lots. Members shall be entitled to two votes for each Lot in which they hold the interest required for membership. When more than one person holds any such interest in any Lot, all such persons shall be Members. The two votes for such Lot shall be exercised as the Owners of such Lot may determine among themselves. Notwithstanding the foregoing, SC shall be entitled to six votes for each single ~~residential~~ ^{office} Lot of which it is the Owner. *but not required to retain office*

ARTICLE II
PROPERTY RIGHTS

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

Section 2. The title to the Common Area vested in the Association shall be subject to the rights and easement of enjoyment in and to such Common Area by its Members. Said easement shall not be personal but shall be

considered to be appurtenant to said lots and parcels, whether specifically set forth in deeds to the lots and parcels or not.

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

Section 4. The Common Area may be used for the benefit of its Members which may be determined by the Association. All owners and occupants shall have equal access to the Common Area and all facilities located thereon, subject to rules and regulations established by SC and/or the Association, providing members owning the property are not in default in the payment of assessments or in the performance of any other obligation required by this Declaration.

Section 5. Notwithstanding any other provision of this Declaration, SC reserves the right to grant easements within the Common Area for the installation, repair and maintenance of water mains, sewers, drainage courses and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area. ~~SC also reserves the right to maintain a sales and rental office within the office park or Common Area.~~

ARTICLE III

COVENANTS AND MAINTENANCE ASSESSMENTS

Section 1. All of the office Lots of the Members of the Association located within and comprising the Properties shall be subject to an annual

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

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

Section 3. The assessment fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: for improving and maintaining the Common Area and other property of the Association, ^{parking areas} roadways and entryways of the development; for planting trees and shrubbery and the care thereof; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property, for removing grass or weeds, for constructing, purchasing, maintaining or operating any community service, for purchase of insurance, or for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the Members; for expenses incidental to the examination of plans and the enforcement

of these restrictions or any other building restrictions applicable to said property, for the payment of operating expenses of the Association or for any other purpose within the purposes for which the Association is incorporated.

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

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

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

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

Section 8. Maximum Annual Assessment.

(a) The maximum annual assessment for the calendar year ending _____ shall be _____ per Lot. The maximum annual assessment may be increased for any subsequent year to an amount which is not more than _____ above the maximum permitted annual assessment for the previous year without a vote of the membership of the Association.

(b) The annual assessment for any year commencing after _____ may be increased to an amount greater than that permitted by subsection (a) of this Section 8 only by an affirmative vote of two-thirds (2/3) of the Members who are voting in person or by proxy, at a meeting duly called for such purpose.

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

Section 9. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement

upon the Common Area including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Members who are voting in person or by proxy at a meeting duly called for such purpose.

ARTICLE IV
COVENANTS FOR MAINTENANCE

Section 1. Maintenance of Lots and Improvements: Lien.

Each Owner (other than SC) shall keep all Lots owned by him and all improvements therein or thereon, in good order and repair, including but not limited to the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. If in the opinion of the Architectural Committee, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by a two-thirds (2/3) decision of the Board, and after fifteen (15) days' written notice to such Owner to remedy such default, shall have the right, through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, repaint and restore such Lot or Lots or such improvements and the cost thereof (hereinafter sometimes called the "Maintenance Charge") shall be a binding personal obligation of such Owner and the cost may mature into a lien enforceable in the same manner as a mortgage upon the Lot(s) in question in the following manner: the Association may record an Affidavit of Nonpayment of Maintenance Charge in the office of the Register of Deeds of Sedgwick County, Kansas, stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property, and (c) the amount of the

Maintenance Charge which is unpaid. The lien shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens or encumbrances which may thereafter in any manner arise or be imposed upon the property whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior.

ARTICLE V
ARCHITECTURAL CONTROL

Section 1. Approval Required.

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein or thereto be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by SC, its agents, assignees or successors. In the event SC fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to and received by it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Such plans and specifications shall be in such form and shall contain such information as may be required by SC, but in any event shall include (i) a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials and location with respect to the

particular Lot or Lots (including proposed front, rear and side set-backs) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, and the number and location of all ^{Setbacks,} ~~parking~~ ^{paths, courtyards, ~~and~~ ~~driveways~~ ~~and~~ ~~planting~~} spaces and driveways on the Lot or Lots; and (ii) a grading ^{and planting} plan for the particular Lot or Lots.

Section 3. Retention of Approved Plans and Specifications.

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

Section 4. Removal and Alteration of Structures; Lien.

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

(b) If fifteen (15) days after the notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken reasonable steps toward the removal or termination of the same, the Association or SC shall have the right, through its agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation

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

(c) In the event a lien is obtained pursuant to this Section and thereafter the Removal or Alteration Charges plus interest at the rate of _____ per annum shall be fully paid, the Association or SC shall within ten (10) days following payment file with the Register of Deeds of Sedgwick County, Kansas, an Affidavit shall (a) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which has been satisfied, (b) state the legal description of the property affected and (c) state the name(s) of the Owner(s) of the property. The recording of the Affidavit of Payment of Removal or Alteration Charges shall fully and completely release the lien referred to in said Affidavit and said Affidavit shall be conclusive evidence to any purchaser or encumbrancer or as to any title insurer to title examiner that the pre-existing lien has been fully and completely released and discharged.

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

Section 5. Certificate of Compliance.

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

Section 6. Right of Inspection.

Any agent of SC or the Association may at any reasonable time or times enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lots and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions

hereof; and neither ~~SC~~, the Association, nor any such ~~agent~~, shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 7. No Liability.

Neither SC, the Association, nor any officer, director, member, agent or employee thereof, shall be liable to any Owner or to any person, firm, corporation or other entity for any damages arising from any performance or non-performance of any duties or functions under this Article V.

ARTICLE VI

GENERAL COVENANTS AND RESTRICTIONS

Section 1. Structures: Division of Lots; Utilities; Trailer; and Fences.

Without the prior written approval of SC:

- (1) No previously approved structure shall be used for any other than that for which it was originally designed;
- (2) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer or otherwise;
- (3) No facilities, including poles and wires, for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind shall be maintained;
- (4) No fence shall be erected on any Lot. *without explicit permission and approval of Design, Devy SC.*

Section 2. Exempt Property.

~~All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from~~

taxation by the laws of the State of Kansas shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 3. Rights of City of Wichita.

In the event that the Association, its successors or assigns, shall fail at any time to maintain the Common Area or fail in any manner to fulfill its obligations relating to the Common Area, the City of Wichita may serve a written Notice of Delinquency upon the Association setting forth the manner in which the Association has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable values of the properties ~~with~~ ~~in the Community Unit Plan~~ and to prevent the Common Areas from becoming a nuisance, may enter upon said Common Areas and perform the obligations listed in the Notice of Deficiency. All costs incurred by the City of Wichita in carrying out the obligations of Declarant may be assessed against the ^{platted lots} Common Areas in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Common Areas. Should the Association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may within the twenty-day period to be provided in said Notice, apply for a hearing before the Board of City Commissioners to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

Section 4. Trees.

No tree having a diameter of ~~six~~ ^{three (3)} inches or more (measured from a point ~~two~~ ^{one (1)} ~~foot~~ ^{foot} above ground level) shall be removed from any Lot without the express written authorization of the Association. The Association in its discretion may adopt and promulgate rules and regulations regarding the preservation of trees and other natural resources and wildlife upon the Property. The Association may designate certain trees, regardless of size, as not removable without written authorization. In carrying out the provisions of this Section, the Association and its agents may come upon any Lot during reasonable hours for the purpose of inspecting or marking trees or in relation to the enforcement and administration of any rules and regulations adopted and promulgated pursuant to the provisions hereof. Neither the Association nor its agents shall be deemed to have committed a trespass or wrongful act by reason of any such entry or inspection.

Section 5. Signs.

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

Section 6. Temporary Buildings.

No temporary building, trailer, garage, basement, tent, outbuilding, or building in the course of construction shall be used temporarily or permanently for other than construction purposes.

Section 7. No Storage; Trash.

No lumber, metals, bulk materials, refuse or trash shall be kept,

*Box 54
Question*

stored, or allowed to accumulate on any Lot or on any of the Common Areas, except the building materials may be stored on a Lot during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open, on any day that a pick-up is to be made, at such place on the Lot so as to provide access to persons making such pick-up. At all other times such containers shall be stored in such a manner so that they cannot be seen from adjacent and surrounding property. The Association, in its discretion, may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and type of containers permitted and the manner of storage of the same on the Properties.

Section 8. Pipes.

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

Section 9. Association May Trim or Prune.

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

Section 10. Sight Lines.

No fence, wall, hedge or shrub planting shall be placed or permitted to remain on any Lot without prior written consent by SC and/or its successor.

Section 11. Noxious, Dangerous and Offensive Activities Prohibited.

No noxious, dangerous or offensive activity or thing shall be carried on or permitted, nor shall anything be done which may be or may become an annoyance or nuisance to the office park.

Section 12. Maintenance of Drainage Channels and Swales.

Each Owner shall maintain, mow and keep in good repair and condition all drainage channels and swales located on any Lot owned by such Owner.

ARTICLE VII

ZONING AND SPECIFIC RESTRICTIONS

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

ARTICLE VIII

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Limited to Office Lots.

The provisions of this Article shall relate solely to Lots ~~zoned~~ ^{allomical} for office purposes ^{existing} under ^{E light zoning}.

Fort?

Section 2. Machinery.

No machinery shall be placed or operated upon any Lot except such machinery as is usual in maintenance of a private ~~residence~~^{office}.

Section 3. Requirement to Plant Lawn and Trees, Shrubs or Bushes.

As soon as practicable after completion of a construction on a Lot, the Owner thereof shall plant all landscaping materials as specified and furnished by SC and/or its successor.

ARTICLE IX
ENFORCEMENT

Section 1. Enforcement.

The Association, SC, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, SC, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE X
ADDITIONAL LAND

Section 1. Additional Land.

SC may, from time to time, annex additional real property owned by it on the date this Declaration is recorded in the office of the Register of Deeds of Sedgwick County, Kansas, including additional Common Areas, to the

Properties, and thereby subject the same to all of the terms, provisions and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of Sedgwick County, Kansas, of an instrument expressly stating an intention so to annex and describing such additional real property to be so annexed. During that twenty (20) year period commencing with the date of the recording of this Declaration, SC, its successors or assigns, may annex such additional real property to the Properties in its absolute discretion. From and after the termination of said twenty (20) year period, such additional real property may be annexed to the Properties provided that each such annexation is approved in writing by two-third (2/3) of the Members of the Association entitled to vote.

ARTICLE XI

POWER OF ASSIGNMENT AND DELEGATION

Section 1. Power to Assign and Delegate.

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

ARTICLE XII

SEVERABILITY

Section 1. Severability.

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

ARTICLE XIII

AMENDMENT

Section 1. Amendment.

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

*
*except for the right
of the
City of
Wichita
to perform
maintenance
of the
assoc.
is in
default*

IN WITNESS WHEREOF, the undersigned, being the Declarants herein have executed this Declaration as of this _____ day of _____.

STONEHEDGE CORPORATION

By _____

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss.
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this _____ day of _____,
_____, before me, a notary public within and for the county and state aforesaid,
came _____ of Stonehedge Corporation, a Kansas
corporation, who is personally known to me and known to me to be the same person
who executed the foregoing Amended Declaration of Covenants, Conditions and
Restrictions, that said person duly acknowledged before me his execution of the
same as and for his free and voluntary act and deed; that said person duly
acknowledged before me his authority to execute the same as the _____
the free and voluntary act and deed of said corporation, for the uses and pur-
poses therein set forth.

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

Notary Public

My Appointment Expires:

Preliminary plat

SUBDIVISION REPORT

SUBDIVISION COMMITTEE
METROPOLITAN AREA
PLANNING COMMISSION

S/D NO. 80-84 Name Stonehedge
Date Application Rec'd. 10-6-80 Preliminary Approval _____
Scheduled S/D Meeting 10-16-80

DESCRIPTION

General Location East of Rock Road in an area south of 35th St. North

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

- | | |
|--|---|
| 1. Gross Acreage of Plat <u>34.1</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. _____ R/W _____ ft. |
| Residential _____ | b. _____ R/W _____ ft. |
| Commercial _____ | c. _____ R/W _____ ft. |
| Industrial <u>23</u> | d. _____ R/W _____ ft. |
| Other _____ | e. _____ R/W _____ ft. |
| Total Number of Lots <u>23</u> | TOTAL _____ ft. |
| 3. Minimum Lot Frontage <u>29</u> ft. | 8. Sidewalk adjacent to all streets? <u>yes</u> <u>no</u> |
| 4. Minimum Lot Area <u>3375</u> square ft. | |
| 5. Existing Zoning <u>E</u> | |
| 6. Proposed Zoning <u>E</u> | |
9. Public Water Supply Yes-X (Yes-No), Name City of Wichita
10. Public Sanitary Sewers Yes (Yes-No), Name City of Wichita
11. Health Department Approval (where applicable) _____ (Yes-No)
12. City of Wichita XX: Three-Mile Area _____

STAFF COMMENTS:

Note: This is a replat of Lot 1, Block 1, Comotara Business Park (recorded December 4, 1974) and supersedes Comotara Business Park Second Addition (S/D 75-39) and Comotara Industrial Park Third Addition (S/D 77-115) which were never recorded.

- A. The applicant shall guarantee the extension of City water to serve all lots not already served.
- B. The applicant shall guarantee the extension of sanitary sewer to serve all lots not already served.
- C. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- D. Access to all interior lots in Blocks 1 thru 4 is to be provided in Reserve C. At the time of development, improvements in Reserve C to at least the minimum fire lane standard will be required.
- E. More than one means of access to the interior lots for emergency equipment is desirable. It is recommended that a firelane easement be granted through Lot 4, Block 4, from 35th Street to connect with the circulation system in Reserve "C". The easement shall be labeled on the face of the plat and shall be improved to fire lane standards at the time the circulation drive is constructed in Reserve "C".
- F. The applicant shall submit documents to the Planning Department for recording which provide for the ownership and maintenance of all the reserves and the two floodways. It is recommended that Reserves A, B, C, and D and the north floodway be owned and maintained by Blocks 1, 2, 3, and 4, while Reserve E and the south floodway

T9-303

(Over)

should be owned and maintained by all five blocks. The documents shall give the City authority to maintain the floodways if the owners fail to do so and to charge the costs equally to all lots. The documents shall also state that the circulation drive within Reserve "C" will be constructed to provide access to any lot prior to occupancy of a building on the lot.

- G. It is noted that the temporary building setback designated on the original plat for the proposed circumferential highway is being deleted from this replat. There are four points of access to Rock Road proposed on this replat where complete access control was granted on the original plat. Planning staff will be prepared to discuss this matter in further detail at the Subdivision Committee meeting.
- H. The south line of the south floodway shall be shifted south to clear the banks of the lake.
- I. The applicant has indicated a desire to name the private drive and provide a unit numbering system for each lot. Current policy would require a Rock Road address.
- J. Requirements for a final plat (see pages 20-25, Article 5 of the MAPC Subdivision Regulations).

Map No.: 6051
Section: 32
Twp.: 26S
Range: 2E

S/D No. 80-84

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Stonehedge
General Location: East of Rock Road between 35th St. North and proposed NE Circumferential
in an area south of 35th St. North

Name of Property Owner: Wichita Development Company
Address: 2471 Hathway Circle, Wichita, Ks. Zip Code: 67226 Phone: 686-7451
Name of Subdivider: Bill Yung
Address: 1355 N. Waco, Wichita, Ks. Zip Code: 67214 Phone: 264-0676
Name of Engineer/Surveyor: Van Doren-Hazard-Stallings
Address: 260 N. Rock Road Suite 250, Wichita, Ks. Zip Code: 67206 Phone: 686-7303
Date of Application: October 6, 1980

SUBDIVISION INFORMATION:

- | | |
|---|--|
| 1. Gross Acreage of Plat <u>34.1</u> | 7. Lineal Feet of New Streets: |
| 2. Number of Lots: | a. <u> </u> R/W <u> </u> ft. |
| Residential <u> </u> | b. <u> </u> R/W <u> </u> ft. |
| Commercial <u> </u> | c. <u> </u> R/W <u> </u> ft. |
| Industrial <u> </u> 23 | d. <u> </u> R/W <u> </u> ft. |
| Other <u> </u> | e. <u> </u> R/W <u> </u> ft. |
| Total Number of Lots <u>23</u> | TOTAL <u> </u> ft. |
| 3. Minimum Lot Frontage <u>29</u> ft. | 8. Are Sidewalks existing? |
| 4. Minimum Lot Area <u>3375</u> | Yes <u> </u> No <u>XX</u> |
| 5. Existing Zoning <u>E</u> | |
| 6. Proposed Zoning <u>E</u> | |
| 9. Is a public water supply available? <u>XX</u> Yes <u> </u> No, Name <u> </u> City of Wichita <u> </u> | |
| 10. Is a sanitary sewer available? <u>XX</u> Yes <u> </u> No, Name <u> </u> City of Wichita <u> </u> | |
| 11. Has Health Department approval been obtained (where applicable) <u> </u> Yes <u> </u> No <u> </u> | |
| 12. City of Wichita <u>XX</u> Three Mile Area <u> </u> Outside of Wichita <u> </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 for by the owner when billed. The undersigned further states that he is the owner of the property proposed for platting.

Owner's Signature: *Robert J. [Signature]*

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

Received by L.O.
Date 10-6-80
Fee Submitted 370⁰⁰

T9-301B
(7-79)

FORM 29-021

PAYMENT NOTICE
City of Wichita

Bldg.	Use of Str.	Code Bks	Copies
Elec	Elev. Insp.	Hse Moving	Lic.
Mech	Boiler Insp.	Pav. Cuts	Cert.
Pibg	Exam Fees	Sewer	Elev.
Signs	Plan Rev. (P.W.)	Cement	M.S.P.
	Planning		

DESCRIPTION	AMOUNT
	370 ⁰⁰

NAME _____

ADDRESS _____

FUND _____ DUE DATE _____

COMMENTS _____

DATE _____ BY _____