

PLAT. NO. S/D 81-68 MAP NO. 6050C

NAME WOODLANDS EAST

LOCATION: 3/8 Mile east of Rock Road, on the north  
side of 21st St. North

ENGINEER Bill G. Yung Design / Van Dusen - Hazard - Stallings

OWNER Tallgrass Company

APPLICATION FILED 6-24-81

SKETCH PLAT FILED \_\_\_\_\_

PRELIMINARY FILED 6-24-81

S/D ACTION 7-13-81 approve

FINAL FILED 8-21-81

S/D ACTION 9-3-81 approve

MAPC ACTION 9-10-81 approve

BCC ACTION 9-22-81 approved

RECORDED 10/9/81

REMARKS Associated Case DP-96

S/D 81-68 - WOODLANDS EAST - 3/8  
mile east of Rock Road, on the  
North side of 21st St. North. By:  
Bill G. Yung Design

# ACTION

~~POSTED~~  
7-2-81

	DATE
stb COMMITTEE (prelim) approve	7-3-81
S/D (final) approve	9-3-81
M.A.P.C. approve	9-10-81
B.C.C./B.CO.C. Approved	9-22-81

S/D 81-68 - WOODLANDS EAST - 3/8  
mile east of Rock Road, on the  
North side of 21st St. North. By:  
Bill G. Yank Design



REGISTER OF DEEDS  
SEDGWICK COUNTY, KANSAS

SD 81-68a  
Map 6050C  
Assess DP. 96a

WOODLANDS EAST ADDITION was

filed for record on October 9, 1981

*Brian J. McQuinn*  
Register of Deeds

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

X  
T9-328

FINAL

received  
9-16-81

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WOODLANDS EAST

THIS DECLARATION, made this 13<sup>th</sup> day of September, 1981, by TALLGRASS COMPANY, a partnership (the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Wichita, Sedgwick County, Kansas, which is more particularly described as Woodlands East, an Addition to Wichita, Sedgwick County, Kansas (the "Addition"); and

WHEREAS, it is necessary to establish binding covenants, conditions and restrictions applicable to portions of said property to insure the proper development thereof and adequate maintenance and government of the Common Area and the rights of property owners and residents therein; and

WHEREAS, it is the purpose and intention of this Declaration that all of said property, except as otherwise provided herein, shall be held and/or conveyed subject to the covenants, conditions and restrictions contained in this Declaration; and

WHEREAS, there shall be established the Woodlands East Owners' Association, consisting of the owners of the lots included within the Addition, hereinafter referred to as the "Association"; and

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

NOW, THEREFORE, Declarant hereby declares that all of said Addition, except Reserves "C" and "D" thereof, 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 therein or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. (Reserves "C" and "D" may be owned and maintained by Tallgrass Club upon conveyance thereof to it within one year of the date of recording hereof. All required maintenance thereof required prior to such conveyance shall be by Declarant.)

#### ARTICLE I

##### Association Membership and Voting Rights

Section 1. Formation of Association. The Association shall be organized prior to the conveyance of any lot in the Addition by Declarant as a nonprofit corporation for a perpetual term under the laws of the State of Kansas.

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

Section 3. Definition of Member. "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, 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. Definition of "Lot". The word "Lot", as used herein, shall mean a lot as set forth in the recorded plat; provided that where property has been attached or detached from any Lot, the enlarged Lots and/or the diminished Lots shall be deemed to be a "Lot"; provided, further, two or more Lots which are combined into a single homesite shall be deemed to be one

"Lot" for the purpose of computing voting rights and liability for maintenance charges hereunder.

Section 5. Voting Rights. There shall be two (2) votes for each Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. The votes for such Lot shall be exercised as the Owners of such Lot may determine among themselves. Notwithstanding the foregoing, Declarant shall be entitled to six votes for each Lot of which it is the Owner.

Section 6. Initial Operation. The initial operation of the Association shall be by Declarant until such time as Declarant turns over the operations thereof to the Association.

## ARTICLE II

### Property Rights

Section 1. Easement in Common Area. Declarant hereby dedicates and conveys to each Member a right and easement of enjoyment in and to the common areas described hereafter, hereinafter collectively referred to as "Common Area", and Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association hereinafter described, free and clear of all encumbrances and liens, except any current ad valorem or special assessment taxes. The Association shall be responsible for the payment of taxes and insurance on the Common Area and for the proper maintenance of the open spaces and for compliance with this Agreement. 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, whether specifically set forth in deeds to the Lots or not.

Section 2. Regulations. 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

7-17-81 Phil Frick said  
this should come out.  
I squared it out on  
the original

binding upon the members of the Association and all residents of the property subject to this Declaration.

Section 3. Description of Common Area. The Common Area to be conveyed to the Association and the use thereof is as follows:

<i>different from 7-11-81 draft</i>	Reserves "A", "B"	Open space
	<del>Reserve "C"</del>	<del>Median</del>
	Reserve "E"	Street, drainage and utility purposes
	Reserve "F"	Private drive serving Lots 10, 11, 12, Block 2 and utility purposes

*different from 7-11-81 draft*

→ The Common Area, except Reserves "E" and "F", may be used for recreation, hiking, nature study, picnicking, or other uses for the benefit of its Members which may be determined by the Association. Recreational facilities, including, but not limited to, grills and fireplaces, playground equipment, and similar items, may be constructed in the Common Area by the Association if done in conformance with the Ordinances of the City of Wichita, Kansas. All members in good standing, their families, and guests accompanying said residents shall have equal access to the Common Area and all facilities located thereon, subject to rules and regulations established by the Association, including the right to place limitations on the number of guests and the right to limit or exclude members, their families, and their guests if the Members owning the property in which they reside are in default in the payment of assessments or in the performance of any other obligation required by this Declaration.

Section 4. Reservation of Rights in the Common Area. Notwithstanding any other provision of this Declaration, Declarant reserves the right to grant easements within the Common Area for the installation, repair, and maintenance of water mains, sewers, drainage courses, public walkways, 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. The Association shall have the right to mortgage any part, parts, or all of the Common Area in connection with the borrowing of money in the furtherance of any of its purposes authorized herein and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder. The Association shall have the right to suspend the rights of any member in connection with the Common Area for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

Section 5. Appurtenant Easements. The recorded plat of Woodlands East Addition reflects numerous easements designated as "5' maint. esmt." Said easements are created for the benefit of certain lots in the addition to which they are adjacent. Each such lot benefitted by such an easement is deemed a dominant lot and each such lot subjected to and burdened by such easement is deemed a servient lot.

Each easement on the servient lot is for the benefit of and appurtenant only to that lot which is immediately adjacent thereto and is deemed the dominant lot for the particular easement. The owner of the servient lot is hereby granted and assigned the full right to use the easement on said servient lot as the owner of said lot; provided, however, the owner of the dominant lot is hereby granted and assigned the right of full ingress and egress to and from said easement and to come upon, across and along the easement for the sole purpose of repairing the improvements of the dominant owner constructed upon the dominant lot. The owners of the respective lots shall do nothing to interfere with the rights of the other granted hereunder. Said rights are intended and shall inure to and be binding upon the owners of each lot and their respective successors in interest and assigns.

The owner of the servient lot shall maintain the area covered by the easement and all improvements situated therein or thereon and shall indemnify and hold the owner of the dominant lot free and harmless from all loss, damage or liability incident to the use by the dominant owner or by any permissive user of the easement, excepting, however, any loss, liability

or damage arising out of the negligence of the owner of the dominant lot.

### ARTICLE III

#### Assessments

Section 1. Assessments. All of the Lots of the Members of the Association shall be subject to an annual assessment charge to be paid by the respective Owners thereof to the Association annually in advance on the 1st day of January, in each year. The Board of Directors of the Association may permit the annual assessment charge to be paid either annually, semiannually or monthly.

Section 2. Determination of Assessments. 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 Lots, and each Lot shall be assessed an equal amount. 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 Area, 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. Use of Assessment Fund. 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, including a guardhouse, if any; for planting trees and shrubbery and the care thereof; for expenses incidental to the proper operation and maintenance of any recreational facilities located within the Common Area; for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining, or operating any community service; for purchase of insurance; 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 enforcement of these restrictions; 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. Interest on Delinquent Assessments. 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 fifteen percent (15%) per annum or at the then prime rate of The Fourth National Bank and Trust Company, Wichita, whichever is higher.

Section 5. Lien for Delinquent Assessments. It is expressly understood and agreed that the annual assessment charge shall be a lien and encumbrance on the Lot with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any of said Lots, the Owner (not including thereby a mortgagee as long as it is not the Owner) from the 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 said parties.

Section 6. Subordination of Assessment Lien. The lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot, shall not affect the assessment lien. The sale or transfer of any Lot, which is subject to any such 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 from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Right of Association to Enforce Payment of Assessment. By the 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 (except for such sum assessed pursuant to Section 10 hereof), for the calendar year ending December 31, 1982, shall be Three Hundred Dollars (\$300) per Lot. The maximum annual assessment may be increased for any subsequent year to an amount which is no more than ten percent (10%) compounded above the maximum permitted annual assessment for the previous year without a vote of the membership of the Association.

(b) The annual assessment for any year commencing after December 31, 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 vote of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

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

(d) Declarant shall not be bound by any assessment under this Article on any lot owned by it until the improvements thereon are ready for occupancy.

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 in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

Section 10. Additional Assessments. In order to help provide for a comprehensive neighborhood scheme and an integrally related community, Declarant has entered into certain agreements with the owner of the adjoining property regarding the development of a golf course thereon. In order to induce said owner to develop such golf course, which golf course will affirmatively contribute to the aesthetic and monetary values of the Addition and the Lots therein, and in order to assist in providing proper maintenance and care of the green spaces thereon, Declarant has contracted with said owner to provide for the additional assessment provided for herein.

In order to assist in providing for the proper maintenance and care of the green spaces located on the adjacent golf course property, there shall be included in the assessment levied by the Association pursuant to the foregoing provisions of this Article III an additional amount determined as hereinafter provided, which amount shall be due and owing Tallgrass Club, owner of the adjacent golf course, its successors and assigns, to be utilized by it in maintaining the landscaping and green spaces of the golf course; provided, however, that the provisions of this Section 10 shall not apply to Declarant. Each Owner and the Association shall be bound by the provisions hereof as follows:

(a) All sums paid by the Association to Tallgrass Club (or any successor or assign) shall be used by Tallgrass Club (or any successor or assign) to help defray the cost of maintenance and care of the landscaping and green spaces of the golf course, such maintenance and care to be performed by it at such times and in such manner as the said Tallgrass Club (or any successor or assign), in its sole discretion, deems reasonable and appropriate.

(b) The annual assessment payable to Tallgrass Club, its successors or assigns, shall be in the initial amount as set out in Subparagraph (e) hereof. Beginning with calendar year 1983, each annual assessment shall be

increased pursuant to the "All Items Figure" of the 1978 revised Consumer Price Index-Urban Wage Earners and Clerical Workers-U. S. City Averages (1967 = 100) (the "BLS Index"), issued by the Bureau of Labor Statistics of the United States Department of Labor, with the initial assessment being predicated on such figure as issued for the month of September, 1981. For each succeeding calendar year said assessment shall be in an amount equal to such assessment for the initial year multiplied by a fraction, the numerator of which shall be the BLS index figure for September of the preceding year, and the denominator of which shall be such figure for September, 1981. In no event, however, shall such amount be less than the initial amount. In the event the BLS index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the percentage increase shall be made with the use of such conversion factor, formula, or table for converting the index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, by any other nationally recognized publisher of similar statistical information.

(c) Nothing herein shall be construed as obligating Tallgrass Club, its successors or assigns, to continue the operation of the golf course; however, the obligation of the Association to pay said sums to Tallgrass Club, its successors or assigns, shall continue only so long as Tallgrass Club, its successors or assigns, shall maintain and operate said golf course. At such time as said property shall cease to be operated as a golf course, and such cessation shall continue for a period of more than six (6) months, then and in that event, the obligation of the Association to pay said sum shall terminate as of the date such golf course first ceased to be so operated.

(d) Said assessment shall be levied and collected as a part of the assessment against each Lot as herein provided, but the collection and payment thereof shall also be the binding obligation of the Association to Tallgrass Club, its successors and assigns, and any failure of any Owner to make payment of such Owner's assessment to the Association shall not diminish the Association's obligation to Tallgrass Club, its successors and assigns, for the full amount of such payment. This provision is for the benefit

of said Tallgrass Club and its successors and assigns and may be enforced by it pursuant to law.

(e) The initial annual assessment for calendar year 1981 shall be in the following amount with the obligation as to each Lot or dwelling unit to commence with the first full month after the month in which the golf course or any portion thereof is first opened for play, said assessment to be prorated on a monthly basis for a partial year.

Woodlands East ..... \$120.00 per unit

*different from 9-11-81 draft*

(f) A similar obligation to Tallgrass Club, its successors and assigns, shall be imposed upon all other residential additions of which Declarant is either owner or part owner and platted within any of the parcels located within the Bluestem Community Unit Plan. The minimum initial annual assessment for calendar year 1981 as to any such additional Lots or dwelling units other than single family, detached, is as follows, the same to be prorated as aforesaid.

Single family detached dwelling unit ..... \$120.00 per unit

Duplex, fourplex, townhouse, condominium, and zero lot line dwelling units ..... \$60.00 per unit

Apartment units, being defined as 15 or more dwelling units per acre ..... \$30.00 per unit

ARTICLE IV

Covenants for Maintenance

Section 1. Maintenance of Lots and Improvements; Lien.  
Each Owner (other than Declarant) shall keep all Lots owned by

such Owner 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 exterior care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. The owners of Lots 10, 11, and 12, Block 2, shall be equally responsible for all costs relating to the maintenance, repair, and replacement of Reserve "F" which is a private drive serving said lots only. Said drive shall be paved prior to development of said lots. If in the opinion of the Board of Directors, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by 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, remove, 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 or improvement shall be commenced, erected, or maintained upon any Lot, 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 the Board of Directors. In the event the Board of Directors 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. 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 the Board of Directors 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 the Board of Directors, 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 Board of Directors shall have the right, through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the cost thereof shall be a binding, personal obligation of such Owner and the cost may mature into a lien (enforceable in the same manner as a mortgage) upon the Lot(s) in question in the following manner: The Association may record an Affidavit of Nonpayment of Removal or Alteration Charges in the Office of the Register of Deeds of Sedgwick County, Kansas, stating (i) the legal description of the property upon which the lien is claimed, (ii) the name(s) of the Owner(s) of said property, and (iii) 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 fifteen percent (15%) per annum, shall be fully paid, the Association shall, within ten (10) days following payment, file with the Register of Deeds of Sedgwick County, Kansas, an Affidavit of Payment of Removal or Alteration Charges, which Affidavit shall (i) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which has been satisfied, (ii) state the legal description of the property affected, and (iii) 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 preexisting 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 Board of Directors, it 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 the Board of Directors exercises any discretionary or interpretive powers.

Section 6. Right of Inspection. The Association or any of its agents 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 Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither 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 the Board of Directors, Declarant, 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 nonperformance of any duties or functions under this Article V.

#### ARTICLE VI

##### General Covenants and Restrictions

##### Section 1. Structures; Division of Lots; Utilities; Trailers; and Fences.

(a) No previously approved structure shall be used for any purpose other than that for which it was originally designed;

(b) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise;

(c) 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;

(d) No boat, boat trailer, house trailer, camper, camper trailers, recreational vehicles, or similar items shall be stored in and on any street, the Common Area, or in the open on any Lot; and

*different from 7-11-81 draft*

(e) No fence shall be erected on any Lot, except those specifically approved as to location, size, type, and material by the Board of Directors.

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.

*Reserve "C" left out (see p. 2)*

Section 3. Rights of City of Wichita: Offstreet Parking Requirement. Reserves "A", "B", "E", and "F" in said Addition have been designated as "Common Area" and are to be conveyed to an Owners' Association to be formed prior to the conveyance of any lot, which Association shall be responsible for the maintenance and upkeep thereof except Reserve "F" which shall be maintained pursuant to Section 1 of Article IV hereof. Until such conveyance, Declarant, as owner, shall be responsible for such maintenance and upkeep. In the event 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 value of the properties within the Addition and to prevent the Common Area from becoming a nuisance, may enter upon said Common Area and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Declarant or the Association may be assessed equally against all the Lots within the Addition in the same manner as provided by law for special assessments, and said assessments may be established as liens upon said Lots. Should the Declarant or the Association, their 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 (20) day period to be provided in said Notice, apply for a hearing before the Board of City Commissioners to appeal said obligations, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

No retaining wall, fence, earth berm, or mass planting shall be placed or permitted within the fifteen foot street, drainage, and utility easements adjacent to the public streets, nor shall any other planting be permitted which would materially interfere with the flow of storm water run off. Any planting proposed within said easements shall be reviewed by the City Forestry Division prior to installation. Any change in grade is prohibited.

Each of the Lots shall provide four (4) off-street parking spaces per dwelling unit, utilizing the garage and driveway.

Section 4. Trees. No tree having a diameter of three (3) 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. Animals. No birds, reptiles, animals, or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted on the Properties without the express written consent of the Association. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot. Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and on the Common Area. Dogs and other animals shall not be allowed to trespass on the adjacent golf course whether on leash or not.

Section 6. Signs. No sign or other advertising device of any nature shall be placed upon any Lot, except as provided herein. The Association may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. The Association may remove nonconforming signs upon three (3) days' notice to the Owner, such removal to be at the cost of said Owner. In addition to the foregoing, so long as Declarant owns any Lots in the Addition, Declarant may require any Owner, real estate agent, or other person desiring to utilize a sign to advertise a Lot or home for sale, lease, or rent to utilize a standard sign provided by Declarant for which a reasonable rental may be charged by Declarant. The number and location of any such signs shall be subject to reasonable rules adopted by Declarant. Any nonconforming sign may be removed, without notice, by Declarant, and Declarant shall not be liable to anyone in the event of any such removal.

Section 7. Temporary Buildings. No temporary building, trailer, garage, basement, tent, outbuilding, or building in

the course of construction shall be used temporarily or permanently as a residence on any Lot.

**Section 8. No Storage; Trash.** No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot or on the Common Area, except building materials may be stored on a Lot during the course of construction of any unit by Declarant. 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.

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

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

**Section 11. Motor Vehicles; Garages.** No motor vehicles of any type other than maintenance vehicles shall be operated on the Common Area or the sidewalks and bicycle paths, if any, located in the Common Area. Garage doors shall be kept closed at all times except for purposes of entry, exit, or maintenance.

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

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

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

Section 15. Home Professions and Industries. No profession or home industry shall be conducted in or on any part of a Lot or in any improvements thereon without the specific written approval of the Association. The Association, in its discretion, upon consideration of the circumstances in each case and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Association, to be compatible with a high-quality residential neighborhood.

Section 16. Model Homes and Real Estate Offices. All else herein notwithstanding, any Lot owned by Declarant or persons

so authorized by Declarant may be used for a model home or for a real estate office until all homes in the development are sold.

**Section 17. Laundry and Machinery.** No clothing or any other household fabric shall be hung in the open on any Lot, except with specific written approval of the Association. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance of a private residence.

**Section 18. Land Use.** None of the Lots may be improved, used, or occupied for other than the uses as designated by the recorded plat thereof, the Bluestem Community Unit Plan, or applicable zoning regulations.

*Section on fence which was in 7-11-81 draft has been deleted*

**Section 19. Set-Back Requirements.** No building, structure or other improvement may be constructed or maintained on any Lot which shall violate any set back lines shown on the recorded plat of the Addition.

**Section 20. Restrictions not Exclusive.** The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by the Bluestem Community Unit Plan, 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 VII

##### Enforcement

**Section 1. Enforcement.** The Association, Declarant, 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, Declarant, 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 VIII

##### Additional Land

Section 1. Additional Land. Declarant may, from time to time, annex additional real property, including additional Common Areas, to the property covered by this Declaration, 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 ten (10) year period commencing with the date of the recording of this Declaration, Declarant, its successors or assigns, may annex such additional real property in its absolute discretion. From and after the termination of said ten (10) year period, such additional real property may be annexed to the Properties provided that each such annexation is approved in writing by two-thirds (2/3) of the votes of the Members of the Association entitled to vote.

#### ARTICLE IX

##### Power of Assignment and Delegation

Section 1. Power to Assign and Delegate. Declarant shall have the right and power to assign and delegate to the Association, or any successor or successors thereto, at any time and from time to time, all or any part of any of the rights, powers, and authority contained in this Declaration. The initial operation and control of the Association shall be by Declarant until 75% of all lots have been sold or until such earlier time as Declarant may relinquish such control to the Association.

ARTICLE X

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 XI

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) year. This Declaration may be amended by an instrument signed by the Owner(s) of not less than seventy-five percent (75%) of the votes in the Addition and recorded in the Office of the Register of Deeds of Sedgwick County, Kansas, or any other public office for recording instruments affecting real property located in Sedgwick County, Kansas, as may hereafter be established; provided, however, that ARTICLE VI, Section 3, shall not be amended without the prior approval of the Wichita Board of City Commissioners and Article III, Section 10, shall not be amended without the prior approval of Tallgrass Club, its successors or assigns.

IN WITNESS WHEREOF, the Declarant, has executed this Declaration as of this 13<sup>th</sup> day of September, 1981.

TALLGRASS COMPANY, a Partnership  
By: RITCHIE ENTERPRISES,  
Managing Partner

By *Ed Ritchie*  
Ed. Ritchie, a Partner

ACKNOWLEDGEMENT

STATE OF KANSAS        )  
                              ) SS.  
SEDGWICK COUNTY        )

BE IT REMEMBERED, that on this 13<sup>th</sup> day of September, 1981, before me, a notary public within and for the County and State aforesaid, came E. D. Ritchie, a partner of Ritchie Enterprises, Managing Partner of TALLGRASS COMPANY, a partnership, who is personally known to me and known to me to be the same person who executed the foregoing 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 a partner of Ritchie Enterprises, as a partner of Tallgrass Company, for an on behalf of and as the free and voluntary act and deed of said partnership, 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.



Commission Expires:

Adal L. Banks  
Notary Public

**FOULSTON, SIEFKIN, POWERS & EBERHARDT**

LAW OFFICES  
700 FOURTH FINANCIAL CENTER  
BROADWAY AT DOUGLAS  
WICHITA, KANSAS 67202  
(316) 267-6371

GEORGE B. POWERS\*  
JOHN F. EBERHARDT  
ROBERT C. FOULSTON  
MALCOLM MILLER  
ROBERT H. PARRIDGE  
ROBERT H. SIEFKIN  
RICHARD C. HARRIS  
GERALD SAWATZKY  
ROBERT L. HOWARD  
CHARLES J. WOODIN  
WHEEL L. STOUT  
BENJAMIN C. LANGEL  
JERRY D. ELLIOTT

WILLIAM H. DYE  
PHILLIP S. FRICK  
STANLEY D. ANDREEL  
FREDERICK L. HAARD  
RICHARD D. EMY  
DARRELL L. WATKIN  
WILLIAM H. RAMPSON  
HARVEY R. ROCHFORD  
CHRISTOPHER P. CHRISTIAN  
MICHAEL KIM MOORE  
JAMES M. ARMSTRONG  
MARY KATHLEEN BARCOCK  
CHARLES P. EFFLANDT  
JAMES D. OLIVER

GARY L. AYERS  
MARK G. AYERS  
E. EUGENE CLARK  
LINDA K. CHESTER  
NICHOLAS S. DALY  
OLIVIA G. FLETCHER  
JAY F. FOWLER  
STEPHEN M. KERWICK  
GARY E. KNIGHT  
RICHARD C. MORRIS  
JOHN J. MURPHY  
LARRY D. NEFF  
N. DOUGLAS REAGAN  
M. KAY ROYCE  
NOLA TEBBEC

\*COUNSEL

GEORGE SIEFKIN (1890-1954)

ROBERT C. FOULSTON (1889-1947)

September 22, 1981

Mr. Dean Ritchie  
Tallgrass Company  
P. O. Box 4048  
Wichita, Kansas 67204

RE: Woodlands East

Dear Dean:

I have visited with Ken Bengston regarding the easement for access we previously filed for the benefit of Tallgrass Clubhouse Addition. Inasmuch as we will have a dedicated street in Woodlands East which will give public access to the property, we no longer need the easement. Accordingly, I am enclosing the original of a document terminating this easement and would appreciate your executing it and returning it to me. I will then see that it is filed. If you have any questions, please let me know.

Very truly yours,

Phillip S. Frick  
of FOULSTON, SIEFKIN, POWERS & EBERHARDT

PSF/ms  
Enclosure  
cc: Louise Olivarez  
Ken Bengston

**RECEIVED**

SEP 23 1981

METROPOLITAN PLANNING  
ROUTE  Course

*OK. Needs to be executed and recorded.*

recorded 9-24-81  
Film 496  
Pg 1111

TERMINATION OF EASEMENT

THIS TERMINATION OF EASEMENT executed this \_\_\_\_\_ day of September, 1981, by Tallgrass Company, a partnership, ("Grantor").

WHEREAS, Grantor has heretofore established that certain easement and right of way by grant dated May 4, 1981, recorded May 12, 1981, on Film 476 at page 310, which easement covered that certain real property described on Exhibit "A" attached hereto; and

WHEREAS, Grantor is currently the owner of the benefited lands legally described as Tallgrass Clubhouse, an addition to Wichita, Sedgwick County, Kansas, as well as that certain property described on Exhibit "A"; and

WHEREAS, access to said Tallgrass Clubhouse Addition is now or will be provided by public streets and said easement is no longer necessary or required.

NOW, THEREFORE, Grantor does hereby declare that the above described grant of easement is hereby terminated and the same shall be deemed null and void as of the time of the recording hereof in the Office of the Register of Deeds of Sedgwick County, Kansas.

EXECUTED the date first above written.

TALLGRASS COMPANY, a Partnership  
BY: RITCHIE ENTERPRISES, a Partnership,  
Managing Partner

By \_\_\_\_\_ a Partner  
"Grantor"

STATE OF KANSAS            )  
                                  ) ss:  
COUNTY OF SEDGWICK    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1981, by \_\_\_\_\_, a partner on behalf of RITCHIE ENTERPRISES, a Partnership and Managing Partner of TALLGRASS COMPANY, a Partnership.

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

My Appointment Expires:

\_\_\_\_\_

## EXHIBIT A

Commencing at the southwest corner of the southwest quarter, Section 5, Township 27 south, Range 2 east of the 6th P.M.; thence easterly along the south line of said southwest quarter bearing N 89° 06' 26" E, 1985.34 feet; thence N 0° 53' 34" W, 40.00 feet to the point of beginning, said point being on the north right of way line of 21st Street North; thence N 0° 53' 34" W, 382.00 feet; thence N 61° 22' 11" E, 185.36 feet; thence N 0° 53' 34" W, 154.00 feet, thence along a curve to the left having a central angle of 12° 14' 33", a radius of 820.00 feet, a length of 175.21 feet, and a chord 174.88 feet long bearing N 14° 34' 48" W; thence S 88° 58' 58" W, 121.27 feet; thence along a curve to the right having a central angle of 14° 20' 11", a radius of 707.00 feet, a length of 176.90 feet and a chord 176.44 feet long bearing S 16° 50' 43" E; thence S 0° 53' 34" E, 140.95 feet; thence S 61° 22' 11" W, 135.49 feet; thence S 0° 53' 34" E, 418.26 feet to the north right of way line of 21st Street North; thence easterly along said north right of way line bearing N 89° 06' 26" E, 70.00 feet to the point of beginning, Sedgwick County, KS.

## Woodlands East

1. THE POINT OF BEGINNING does not match the point of ending FOR THE LEGAL DESCRIPTION IN THE ENGINEER'S TEXT.
2. SOUTH LINE dimension on face of the plat does not match legal description. (569.61' vs 569.59')
3. Reserve A needs to be for "street, drainage and utility easement purposes."
4. Need to show item #12 of title binder
5. Need to provide copies of items 10 & 11 of title binder. These may need to be shown on the tracing.
6. Need to print Bunter's name beneath his signature.

RECOMMENDATION FROM METROPOLITAN AREA PLANNING COMMISSION TO  
BOARD OF CITY COMMISSIONERS

SUBDIVISION APPROVAL

S/D Number 81-68                      Name Woodlands East  
 Application & Sketch Filed: 6-24-81  
 Preliminary Plat Filed: 7-10-81                      Approved by S/D: 7-23-81  
 Final Plat Filed: 8-21-81                      Approved by S/D: 9-3-81  
 Approved by Metropolitan Area Planning Commission: 9-10-81

DESCRIPTION

General Location: 3/8 mile east of Rock Road on the north side of  
21st St. North

Surveyor or Engineer: Van Doren-Hazard-Stallings

Owner: Tallgrass Company

Address: P.O. Box 4048, Wichita, Ks. 67204

- |  |   |
|--|---|
| 1. Gross Acreage of Plat <u>10.5</u>           | 6. Access Control                                     |
| 2. Number of Lots                              | St. <u>21st</u> No. Openings <u>None</u>              |
| Residential <u>44</u>                          | St. _____                      No. Openings _____     |
| Commercial _____                               | St. _____                      No. Openings _____     |
| Industrial _____                               | 7. Req'd Improvements                                 |
| Other _____                                    | St. Paving <u>X</u> Water <u>X</u>                    |
| Total Number of Lots: <u>44</u>                | Sidewalk _____                      Drainage <u>X</u> |
| 3. Minimum Lot Area: <u>5,000</u> sq. ft.      | Sewer <u>X</u> Other _____                            |
| 4. Existing Zoning: <u>RA with CUP</u> (DP-96) |   |
| 5. Special Problems Discussed:                 |   |

In late June of this year, representatives of Tallgrass Company filed two plats (Woodlands East and Peppertree) which proposed public streets with only 32 feet of right-of-way. A utility easement was proposed adjacent to each side. After several meetings with the applicant and numerous City staff, it was determined that this concept of dedicating only the part of the street which was to be paved would be acceptable provided the adjacent easements were for street and drainage purposes as well as for utilities. This would allow for passage of the 100-year storm and for the posting of street signs. It was required that covenants be submitted prohibiting massplantings or any change of grade within these easements. Woodlands East is proposed as a zero lot line community as provided for in the associated C.U.P. 100% petitions have been submitted for paving, sanitary sewers, storm sewers and water. A certificate confirming the petitions has been submitted for recording. Covenants which provide for four off-street parking spaces per dwelling unit, formation of a homeowners' association to own and maintain the reserves, and which limit lot-owner use of the 15-foot street, drainage and utility easements have been submitted for recording.

PLANNING COMMISSION RECOMMENDATION: Approve the plat subject to recording within 30 days after approval by the Board of City Commissioners.

Bayouth moved, Goebel seconded and it carried unanimously.

ACTION: Receive and file the water engineering feasibility report, adopt the resolution of finding and the resolution ordering and directing the water system improvement; accept 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 restrictive 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)

I, Tallgrass Company, a partnership, owner and plat-  
tor of Woodlands East 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. Sanitary Sewer
2. Storm Sewer
3. Paving
4. Water
- 5.
- 6.
- 7.

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

Signed this 10th day of September, 1981.

W.F. Binter, partner

Tallgrass Company, a partnership

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

Be it remembered that on this, 10th day of September, 1981, before  
me, a notary public in and for said County and State, came W.F. Binter  
to me personally known to be the same person who executed the fore-going instrument  
of writing and duly acknowledge the execution of same.

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

Katheryn S. Bauman  
Notary Public

My Appointment Expires: Feb. 2, 1983



Woodland East

9-10-81

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.

*John Egan*  
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

302516

September 4, 1981 @ 7:00 A. M.

1. Owners Policy to be issued: ALTA Form B - 1970  
(Amended 10-17-70) Amount: **Flatting**

Proposed Insured:

Metropolitan Area Planning Department

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:

Tallgrass Company, a partnership

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

(SEE ADDED PAGE)

(Schedule A continued)

Policy Number \_\_\_\_\_ Owners \_\_\_\_\_

Policy Number \_\_\_\_\_ Loan \_\_\_\_\_

Part of the Southwest Quarter of Section 5, Township 27 South, Range 2 East of the 6th P. M. including a replat of part of "Tallgrass Clubhouse", an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

Commencing at the southwest corner of Section 5, Township 27 South, Range 2 East of the 6th P. M.; thence easterly along the south line of said Section 5 bearing N 89° 06' 26" E, 1401.84 feet; thence N 1° 01' 02" W, 40.00 feet to the point of beginning, said point being on the north right of way line of Twenty-First Street North; thence N 1° 01' 02" W, 482.83 feet; thence N 43° 58' 58" E, 240.42 feet; thence N 1° 01' 02" W, 150.58 feet; thence N 57° 25' 42" E, 132.29 feet; thence N 88° 58' 58" E, 294.27 feet; thence S 46° 01' 02" E, 28.28 feet; thence S 1° 01' 02" E, 61.99 feet; thence N 88° 58' 58" E, 102.92 feet; thence S 16° 08' 34" E, 199.25 feet; thence along a curve to the right having a central angle of 77° 00' 00", a radius of 123.80 feet and a length of 166.38 feet; thence S 60° 51' 26" W, 102.00 feet; thence along a curve to the left having a central angle of 76° 00' 00", a radius of 81.80 feet and a length of 108.50 feet; thence along a curve to the right having a central angle of 14° 15' 00", a radius of 235.00 feet and a length of 58.45 feet; thence S 0° 53' 34" E, 60.13 feet; thence S 12° 13' 27" E, 66.16 feet; thence S 0° 53' 34" E, 83.00 feet; thence S 89° 06' 26" W, 10.00 feet; thence S 0° 53' 34" E, 52.00 feet to the north right of way line of Twenty-First Street North; thence westerly along said north line bearing S 89° 06' 26" W, 569.59 feet to the point of beginning.

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): 1980 Taxes \$904.47 paid. Key# C-213-UP  
Key# C-214-UP and Key# C-216-UP (assessed with other property)
9. Easements established by and as shown on the recorded plat of Tallgrass Clubhouse, an Addition to Wichita, Sedgwick County, Kansas.
10. Utility easement established on Film 359, Page 381, over a portion of subject property, Affidavit of Publication filed on Film 401, Page 365 vacated a portion of this easement by the City of Wichita.
11. Utility easement established on Film 476, Page 309, over a portion of subject property.
12. Easement granted to Kansas Gas & Electric Company over the North 5 feet of the South 55 feet of the East 1,785.95 feet of the Southwest Quarter of Section 5, Township 27 South, Range 2 East, on Film 457, Page 213.
13. Avigational easement for air traffic in and around subject property as granted by instrument recorded on Film 476, Page 308.
14. Easement for ingress and egress over a portion of subject property for the benefit of the owners of Tallgrass Clubhouse, an Addition to Wichita, Sedgwick County, Kansas, established on Film 476, Page 310.
15. Covenants and restrictions contained on Film 172, Page 879, and on Film 476, Page 326.

*Being  
vested by  
KSA statute*

*Need to  
verify by  
legal opinion*

(SEE ADDED PAGE)

(Schedule B continued)

FORM 3147R-4-67

Policy Number \_\_\_\_\_  
Owners

Policy Number \_\_\_\_\_  
Loan

16. It is noted for informational purposes only, and not as an exception to title which will appear in our policy, that captioned property may become subject to special assessments for various capital improvements as evidenced by numerous governmental filings of notice in the form of Certificates, Resolutions, Amended Resolutions and Ordinances.

**FOULSTON, SIEFKIN, POWERS & EBERHARDT**

LAW OFFICES  
700 FOURTH FINANCIAL CENTER  
BROADWAY AT DOUGLAS  
WICHITA, KANSAS 67202  
(316) 267-8371

GEORGE R. POWERS\*  
JOHN F. EBERHARDT  
ROBERT C. FOULSTON  
MALCOLM MILLER  
ROBERT H. PATTRIDGE  
ROBERT M. BEFSON  
RICHARD C. HARRIS  
GERALD SWATZKY  
ROBERT L. HOWARD  
CHARLES J. WOODIN  
MIKEL L. BLOU  
BENJAMIN C. LANGEL  
JERRY G. ELLIOTT  
\*COUNSEL

WILLIAM H. DYE  
PHILLIP S. FRICK  
STANLEY G. ANDEEL  
FREDERICK L. WARD  
RICHARD D. EBY  
DARRELL L. WARTZ  
WILLIAM R. RAMPSON  
HARVEY R. SORENSEN  
CHRISTOPHER P. CHRISTIAN  
MICHAEL KIM MOORE  
JAMES W. ANNESTROM  
MARY KATHLEEN BARCOCK  
CHARLES P. EFFLANDT  
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GARY L. AYERS  
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RICHARD C. MORRIS  
JOHN J. HURRYT  
LARRY O. HAPP  
R. DOUGLAS REAGAN  
M. KAY ROYBE  
NOLA TEDESCO

GEORGE SIEFKIN (1889-1982) ROBERT C. FOULSTON (1889-1982)

September 10, 1981

Mrs. Louise Olivarez  
Metropolitan Area Planning Commission  
City Hall, Tenth Floor  
455 North Main  
Wichita, Kansas 67202

RECEIVED

SEP 11 1981

METROPOLITAN PLANNING  
ROUTE  101

RE: Woodlands East

Dear Louise:

In connection with Woodlands East, I enclose a copy of the revised Declaration. In regard to your letter of September 2, 1981, see page 2 concerning your paragraph number 1; page 3 in Section 1 of Article IV regarding your paragraph 2; page 3 regarding your paragraph 3; and Section 3 of Article VI regarding paragraph 4. The common area will be conveyed to the homeowner's association at such time as development of this property is proceeding and the same appears to be a viable development. We anticipate doing this in the relatively near future but we don't have a definite date in that regard.

As to your letter of September 4, and specifically in regard to paragraph E, see Section 1 of Article 4; page 4 regarding paragraph H; Section 3 of Article VI regarding paragraph I, J, and P.

If you have any questions, please let me know.

Very truly yours,

*Philip S. Frick*  
Philip S. Frick

of FOULSTON, SIEFKIN, POWERS & EBERHARDT

PSF/ms  
Enclosure  
cc: Dean Ritchie, Dave Ritchie,  
Denny Van Buskirk, Ken Bengston

September 11, 1981

Van Doren-Hazard-Stallings  
Suite 250, 260 N. Rock Road  
Wichita, Kansas 67206

Re: S/D 81-68 - Final plat of Woodlands East  
S/D 81-75 - Final plat of Peppertree

Gentlemen:

At the regular meeting of the Metropolitan Area Planning Commission on September 10, 1981, the above-captioned plats were approved subject to the conditions in our letters of September 4, 1981. Since most of these conditions have been satisfactorily completed and the tracings and title opinions have been submitted, both Peppertree and Woodlands East have been scheduled for review by the City Commission on September 22, 1981. I hope to receive the final restrictive covenants for both additions by next Monday. Also, please remember that the portion of the original Tallgrass Clubhouse access easement which crosses several proposed lots in Woodlands East must be legally voided. A copy of the document which accomplishes this must be submitted to the Planning Department.

If you have any questions, please call.

Sincerely,

Louise Olivarez  
Senior Planner

LO:hh

cc: Tallgrass Company, P.O. Box 4048, 67204  
Phillip S. Frick, 700 Fourth Financial Center, 67202

September 8, 1981

Mr. Phillip S. Frick  
700 Fourth Financial Center  
100 N. Broadway  
Wichita, Kansas 67202

Re: Restrictive covenants for Peppertree and Woodlands East

Dear Phil:

At the September 3rd Subdivision Committee meeting, the covenants regarding use of the 15-foot street drainage and utility easements were discussed. It was required that retaining walls and any change of grade as well as fences, earth berms and mass plantings be prohibited within these easements. This alteration should be made in the covenant wording. With regard to what type of non-mass planting would be allowed, it was suggested that the City Forestry Division should review any proposed landscaping within these 15-foot easements. I think the wording you already have in the covenants will be adequate because it prohibits any planting which would materially interfere with the flow of storm water run-off and that was the major concern.

If the platters are trying to schedule these two plats for City Commission review on September 22, 1981, I will need to have the original signed covenants by September 14th. All other platting requirements will have to be submitted by September 10th.

Sincerely,

Louise Olivares  
Senior Planner

LO:hh

cc: Dean Ritchie, P.O. Box 4048, 67204  
Ken Bengtson, Van Doren-Hazard-Stallings, Suite 250, 260 N.  
Rock Road, 67206

September 4, 1981

Van Doren-Hazard-Stallings  
Suite 250, 260 N. Rock Road  
Wichita, Kansas 67206

Re: S/D 81-68 - Final plat of Woodlands East

Gentlemen:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission on September 3, 1981, the above-captioned plat was considered. The action of the Committee was to recommend that this plat be approved, subject to:

- A. As requested by the applicant, the street name "Bainbridge" may be changed to "Peppertree".
- petition* B. The applicant shall guarantee all drainage improvements required by the platting of this property. *Storm sewer*
- petition* C. The applicant shall guarantee extension of sanitary sewer to serve the lots being platted.
- petition* D. The applicant shall guarantee the extension of municipal water to serve the lots being platted.
- petition* E. The applicant shall guarantee the paving of all public streets being platted (except 21st Street). The applicant shall submit a covenant which provides for the paving of the private street prior to development of Lot 10, 11 or 12, Block 2.
- 9-10* F. If improvements are guaranteed by petition, a notarised certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. The Subdivision Committee has recommended waiver of the 60-foot minimum lot frontage requirement and the street width standards of the Subdivision Regulations.
- H. The final plat tracing shall reference that Reserve E is platted for street, drainage and utility purposes rather than for open space.
- I. The applicant shall submit a restrictive covenant which requires 4 off-street parking spaces per dwelling unit.

Van Doren-Hazard-Stallings  
September 4, 1981  
Page 2

- J. As required in provision 8 of the associated Community Unit Plan, a homeowners' association shall be formed to provide for the ownership and maintenance of the proposed reserves. The required homeowners' association shall give the City the right to maintain the reserves in the event they are not properly maintained and assess the cost of maintenance to the property owners.
- K. Tallgrass street being platted does not coincide with the access and utility easement granted at the time Tallgrass Clubhouse Addition was platted. Most of Lot 1, Block 2 and parts of Lot 2, Block 2 and Lot 24, Block 1 are within this easement. The applicant shall file the necessary documents to release these lots from the easement. This shall be accomplished prior to the plat being forwarded to the City Commission for final approval.
- L. The private street shall be platted as a reserve and designated in the plat's text as being for ~~public~~ private street purposes. The applicant shall submit a covenant which provides for the perpetual ownership and maintenance of this proposed private drive.
- M. The final plat shall dimension the building setback on Lots 18, 12, 10, 8 and 7, all in Block 2.
- N. On the final plat tracing the full name "Penstemon Court" shall be indicated for the street east and south of Reserve "A".
- O. All 5-foot side yard maintenance easements shall be relabeled and granted as maintenance and utility easements.
- P. The applicant shall submit restrictive covenants which call out restrictions for lot-owner use of the 15-foot street, drainage and utility easements as well as the 5-foot maintenance easements. Retaining walls and change of grade shall be prohibited within the street easements as well as fences, earth berms, and mass plantings. Any plantings proposed within this easement shall be reviewed by the City Forestry Division prior to installation.
- Q. Since some utility easements platted in Tallgrass Clubhouse Addition are being vacated by this replat, the engineer's certificate shall state that utility easements are being vacated by virtue of K.S.A. 12-512 (b).
- R. Recording of the plat within 30 days after approval by the Board of City Commissioners.

Enclosed with the applicant's copy of this letter is a list of the five methods which have been adopted as being acceptable for guarantee-

Van Doren-Hazard-Stallings  
September 4, 1981  
Page 2

ing improvements required in the approval of plats. The certificate will be required if petitions are submitted. Forms for the bond and irrevocable letter of credit are available from this office.

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

This matter will be forwarded to the Planning Commission for its consideration on September 10, 1981, at 1:30 p.m. If you should have any questions concerning this matter, please call.

Sincerely,

Forrest L. Magley  
Junior Planner

FLM:hh

cc: Tallgrass Company, P.O. Box 4048 67204  
Phil Frick, 700 Fourth Financial Center, 67202  
Mike Lindebak, City Engineering

September 2, 1981

Mr. Phillip S. Frick  
700 Fourth Financial Center  
Broadway at Douglas  
Wichita, Kansas 67202

Re: Restrictive covenants for Peppertree and Woodlands East

Dear Phil:

I have reviewed the covenants for Peppertree and Woodlands East and have a few questions or comments as listed below.

Peppertree

1. The description of the common area on page 4, as written, would indicate that the street is included as part of the common area. But since common area, as defined on page 2, means property owned by the Association, the street cannot be included since it is being dedicated to the public. For this plat, common area is only "Reserve A".
2. When will the Association be formed and when will Reserve A be conveyed to the Association? Several references are made to the Association and to the fact that conveyance of the common area will be made, but I find no reference to when either will occur.
3. A statement should be included revoking the Bluestem Village covenants which apply to this property. A similar revocation was made when Bluestem Village superseded Pebble Green.
4. Reference to the use of the 15-foot utility easement adjacent to the street (Article VI, Section 3) will be discussed at tomorrow's Subdivision Committee meeting. The "utility easements" shall be changed to "street, drainage, and utility easements" as this is the notation which will appear on the final plat tracing. Probably some statement will have to be made about no change of grade being allowed within the easement because the proper grade for passing the 100-year storm waters will be established when the street is paved.

Mr. Phillip S. Frick  
September 2, 1981  
Page 2

Woodlands East

1. Provisions must be made for the ownership and maintenance of all the reserves being platted. If Reserve D is to be owned and maintained by Tallgrass Club rather than the Woodlands East Owners' Association, this should be stated in the covenants along with information as to who will be responsible for Reserve D prior to its conveyance to Tallgrass Club and when it is expected to be conveyed.
  2. We have asked that the private drive adjacent to Lots 10, 11 and 12 in Block 2 be designated as a reserve and provisions made for its ownership and maintenance. This can be the responsibility of the entire Association or just adjacent lot owners as the platlor chooses. There should be a statement that the private drive will be paved prior to development of Lot 10, 11 or 12, Block 2.
  3. The common areas described in Article II, Section 3, should be as follows:

Reserves A, B and C	--- Open space
Reserve E	--- Street, drainage and utility purposes
Reserve F	--- Private drive and utility purposes.
  4. Article VI, Section 3 should give the City the right to maintain all the reserves which are common area. The same comment as noted in item 4 above regarding the street, drainage and utility easements applies to Woodlands East.
  5. When will the common area be conveyed to the Association?
- We will advise you after tomorrow's meeting of any requirements the Subdivision Committee members may have regarding these covenants.

Sincerely,

Louise Olivares  
Senior Planner

LO:bh

cc: Dean Ritchie, P.O. Box 4048, 67204  
Ken Bengtson, Van Doren-Hazard-Stallings, 260 N. Rock Road,  
Suite 250, 67206

**FOULSTON, SIEFKIN, POWERS & EBERHARDT**

LAW OFFICES  
700 FOURTH FINANCIAL CENTER  
BROADWAY AT DOUGLAS  
WICHITA, KANSAS 67202  
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JOHN J. MURPHY  
LARRY D. RAPP  
R. DOUGLAS REAGAN  
M. KAY ROYSE  
NOLA TEDESCO

\*COUNSEL

GEORGE SIEFKIN (1888-1992)

ROBERT C. FOULSTON (1889-1947)

August 31, 1981

Mrs. Louise Olivarez  
Metropolitan Area Planning Commission  
City Hall, Tenth Floor  
455 North Main  
Wichita, Kansas 67202

RE: Peppertree and Woodlands East Additions


Dear Louise:

I am enclosing herewith drafts of proposed restrictive covenants for Peppertree and Woodlands East. In Peppertree, I think the provisions you are specifically interested in are on page 12 and 13 relating to the rights of the city and page 31 regarding amendment.

On Woodlands East, the same provisions are on pages 15, 16 and 22.

Please let me know if you have any questions, corrections, etc.

Very truly yours,

  
Philip S. Frick  
of FOULSTON, SIEFKIN, POWERS & EBERHARDT

PSF/ms  
Enclosure  
cc: Ken Bengston  
Dean Ritchie

S/D No. 81-68 Name Woodlands East  
Date Application Rec'd. 6-24-81 Preliminary Approval 7-23-81  
Scheduled S/D Meeting 9-3-81

DESCRIPTION

General Location 3/8 mile east of Rock Road on the north side of 21st North

Owner Tallgrass Company  
Surveyor/Engineer Van Doren-Hazards-Stallings  
Address 260 N. Rock Road, Suite 250 Zip Code 67206 Phone 686-7303

- |   |                                   |
|---|-----------------------------------|
| 1. Gross Acreage of Plat <u>10.5</u>  | 7. Lineal Feet of New Street      |
| 2. Number of Lots :   | a. <u>54'</u> R/W <u>840</u> ft.  |
| Residential <u>44</u>   | b. <u>32'</u> R/W <u>1460</u> ft. |
| Commercial _____  | c. _____ R/W _____ ft.            |
| Industrial _____  | d. _____ R/W _____ ft.            |
| Other _____   | e. _____ R/W _____ ft.            |
| 3. Total Number of Lots <u>44</u>   | TOTAL <u>2300</u> ft.             |
| 4. Minimum Lot Frontage <u>50 ft.</u>   | 8. Sidewalk adjacent to all       |
| 5. Minimum Lot Area <u>5,000 sq. ft.</u>  | streets <u>yes</u> <u>X</u> no    |
| 6. Existing Zoning <u>AA W/CHP (DP-96)</u>  |                                   |
| 6. Proposed Zoning <u>AA W/CHP</u>  |                                   |
| 9. Is public water available <u>X</u> Yes _____ No, Name <u>City of Wichita</u>     |                                   |
| 10. Is sanitary sewer available <u>X</u> Yes _____ No, Name <u>City of Wichita</u>  |                                   |
| 11. Has Health Dept. approval been obtained (where applicable) <u>Yes</u> <u>No</u> |                                   |
| 12. City of Wichita <u>X</u> 3-Mile Area _____ Outside of 3-Mile Area _____         |                                   |

STAFF COMMENTS:

- A. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage plan.
- B. The applicant shall guarantee all drainage improvements required by the platting of this property.
- C. The applicant shall guarantee extension of sanitary sewer to serve the lots being platted.
- D. The applicant shall guarantee the extension of municipal water to serve the lots being platted.
- E. The applicant shall guarantee the paving of all public streets being platted (except 21st Street). The applicant shall submit a covenant which provides for the paving of the private street prior to development of Lot 10, 11 or 12, Block 2.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. The Subdivision Committee has recommended waiver of the 60-foot minimum lot frontage requirement and the street width standards of the Subdivision Regulations.
- H. The final plat tracing shall reference that Reserve E is platted for street, drainage and utility purposes rather than for open space.
- I. The applicant shall submit a restrictive covenant which requires 4 off-street parking spaces per dwelling unit.
- J. As required in provision 8 of the associated Community Unit Plan, a homeowners' association shall be formed to provide for the ownership and maintenance of the proposed reserves. The required homeowners' association shall give the City the right to maintain the reserves in the event they are not properly maintained and assess the cost of maintenance to the property owners.

(Over)

- K. Tallgrass street being platted does not coincide with the access and utility easement granted at the time Tallgrass Clubhouse Addition was platted. Most of Lot 1, Block 2 and parts of Lot 2, Block 2 and Lot 24, Block 1 are within this easement. The applicant shall file the necessary documents to release these lots from the easement. This shall be accomplished prior to the plat being forwarded to the City Commission for final approval.
- L. The private street shall be platted as a reserve and designated in the plat's text as being for private street purposes. The applicant shall submit a covenant which provides for the perpetual ownership and maintenance of this proposed private drive.
- M. The final plat shall dimension the building setback on Lots 18, 12, 10, 8 and 7, all in Block 2.
- N. On the final plat tracing the full name "Penstemon Court" shall be indicated for the street east and south of Reserve "A".
- O. The applicant or his agent shall be prepared to discuss with the Committee the restrictions which will be imposed on lot-owner use of the 15-foot street, drainage and utility easements as well as the 5-foot maintenance easements. These restrictions shall be spelled out in covenants to be filed with the plat.
- P. Since some utility easements platted in Tallgrass Clubhouse Addition are being vacated by this replat, the engineer's certificate shall state that utility easements are being vacated by virtue of K.S.A. 12-512 (b).
- Q. Recording of the plat within 30 days after approval by the Board of City Commissioners.

July 24, 1981

Bill G. Yung Design  
8225 E. 35th St. North  
Wichita, Kansas 67226

Re: S/D 81-68 - Preliminary plat of Woodlands East

Dear Mr. Yung:

At the regular meeting of the Subdivision Committee of the Metropolitan Area Planning Commission July 23, 1981, the above-captioned plat was considered. The action of the Committee was to approve the preliminary and authorize preparation of the final plat, subject to the following:

- A. The applicant shall submit a final drainage plan to City Engineering prior to or at the time of submitting a final plat.
- B. The applicant shall guarantee all drainage improvements required by the platting of this property.
- C. The applicant shall guarantee extension of sanitary sewer to serve the lots being platted.
- D. The applicant shall guarantee the extension of municipal water to serve the lots being platted.
- E. The applicant shall guarantee the paving of the proposed interior streets.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. The Subdivision Committee has recommended waiver of the 60-foot minimum lot frontage requirement and the street width standards of the Subdivision Regulations.
- H. The final plat shall specify the intended purpose of the proposed reserves in the plat's text.
- I. The applicant shall submit a restrictive covenant which requires 4 off-street parking spaces per dwelling unit.
- J. A draft of the applicant's proposed restrictive covenants shall be submitted to the Planning Department for review prior to or at the time of submission of a final plat.

Bill G. Yung Design  
July 24, 1981  
Page 2

- K. As required in provision 8 of the associated Community Unit Plan, a homeowners' association shall be formed to provide for the ownership and maintenance of the proposed reserves. The required homeowners' association shall give the City the right to maintain the reserves in the event they are not properly maintained and assess the cost of maintenance to the property owners.
- L. Tallgrass street being platted does not coincide with the access and utility easement granted at the time Tallgrass Clubhouse Addition was platted. Most of Lot 1, Block 2, and parts of Lot 2, Block 2 and Lot 24, Block 1 are within this easement. The applicant shall file the necessary legal documents to release these lots from the easement.
- ~~M.~~ The street name "Peppertree" shall be changed to "Bainbridge."
- ~~N.~~ It is recommended that the final plat assign Penstemon Court as the name for the proposed private drive.
- O. The applicant shall provide a covenant which provides for the perpetual ownership and maintenance of the proposed private drive.
- ~~P.~~ The final plat shall indicate a building setback on Lot 12, Block 2, from the private drive.
- Q. The final plat shall dimension the building setback on Lots 18, 17, 10, 8, 7 and 1, all in Block 2.
- ~~R.~~ The final plat shall indicate the easements requested by K.G. and E, which are marked on the engineer's copy of this preliminary plat.
- ~~S.~~ The east-west utility easement in Block 2 north of Lots 13-17 shall be 20 feet wide the entire distance from Penstemon to the east line of the block.
- T. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- U. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

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

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

Sincerely,

Louise Olivares  
Senior Planner

cc: Ken Bangtson, Van Doren-Hazard-Stallings  
260 N. Rock Rd., Suite 250, 67206  
Mike Lindebak, City Engineering  
Tallgrass Company, P.O. Box 4048, 67204

LO:hh

DATE: July 23, 1981

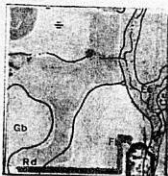
PROPERTY NAME: Woodlands East

LOCATION: 3/8 mile east of Rock Road on the north side of 21st North

MAILED TO: Bill G. Yung Design  
8225 E. 35th N.  
Wichita, KS 67226

PREPARED BY: Larry L. Henry  
District Conservationist  
USDA-Soil Conservation Service  
4100 Maple, Wichita, Kansas 67209  
(316) 942-8422

REQUESTED BY: Wichita-Sedgwick County  
Metropolitan Area Planning  
Commission



Scale: 3.2" equals 1 mile

Special Situations

SOILS LEGEND

<u>SYMBOLS</u>	<u>CLASS</u>	<u>SOIL</u>	<u>BRIEF DESCRIPTION</u>	<u>HYDROLOGIC GROUP</u>
Pb	Iie-1	Parnum loam, 0 to 1 percent slopes.	Deep, gently sloping, well drained soils on terraces and uplands. These soils have medium runoff and high available water capacity. Permeability is moderate and moderately slow.	D
Ec	<sup>3</sup> Vw-3	Elandco silt loam, occasionally flooded.	Deep and moderately deep, nearly level, well drained and moderately well drained soils on bottomlands that are frequently flooded. These soils have slow runoff and high available water capacity. Permeability is slow to moderate.	B

SOIL INTERPRETATIONS

<u>SYMBOL</u>	<u>CLASS</u>	<u>SOIL</u>	<u>ITEMS</u>	<u>LIMITATIONS</u>	<u>REASON</u>
Fb	IIe-1	Farnum loam, 0 to 1 per- cent slopes.	Dwellings Local Roads & Streets Small Com- mercial Buildings Parks & Playgrounds	Moderate Severe Moderate Moderate	Low Strength Shrink-Swell Low Strength Low Strength Shrink-Swell Percs Slowly, Slope.
Ec	Vw-3	Elandco silt loam, occasionally flooded.	Dwellings Local Roads & Streets Small Com- mercial Buildings Parks & Playgrounds	Severe Severe Severe Severe	Floods Floods, Low Strength Floods Floods

RECOMMENDATIONS:

1. Disturb only the area needed for construction.
2. Remove only those trees, shrubs, and grasses that must be removed for construction; protect the rest to preserve their esthetic and erosion-control values.
3. Disturbing as small area as possible, install streets, curbs, water-mains, electric and telephone cables, storm drains and sewers in advance of home or other buildings construction.
4. Temporarily stabilize each segment of graded or otherwise disturbed land by seeding and mulching or by mulching alone. Permanently stabilize these areas as work on the land is completed. Both temporary and permanent stabilization practices are to be installed according to the Sedgwick County Conservation District Standards and specifications.
5. Stabilize each lot within 60 days after work starts on home or other building construction.
6. Backfill, compact, seed and mulch trenches within 60 days after they are opened.
7. If additional information or on-site assistance is needed relative to soils, seeding procedures, structure design or related problems, call this number: (316) 942-8422

JUL 2 1968  
 METROPOLITAN PLANNING  
 ROUTE 6

Preliminary plat

SUBDIVISION REPORT

SUBDIVISION COMMITTEE  
METROPOLITAN AREA  
PLANNING COMMISSION

S/D No. 81-68 Name Woodlands East  
Date Application Rec'd. 6-24-81 Preliminary Approval  
Scheduled S/D Meeting 7-23-81

DESCRIPTION

General Location 3/8 mile east of Rock Road on the north side of 21st North

Owner Tallgrass Company  
Surveyor/Engineer Bill G. Yung Design  
Address 8225 E. 35th N. Wichita, Ks. Zip Code 67226 Phone 683-5567

- |  |  |
|--|--|
| 1. Gross Acreage of Plat <u>10.5</u>       | 7. Lineal Feet of New Street   |
| 2. Number of Lots :                        | a. <u>54'</u> R/W <u>840</u> ft.   |
| Residential <u>44</u>                      | b. <u>32'</u> R/W <u>1460</u> ft.  |
| Commercial _____                           | c. _____ R/W _____ ft.   |
| Industrial _____                           | d. _____ R/W _____ ft.   |
| Other _____                                | e. _____ R/W _____ ft.   |
| Total Number of Lots <u>44</u>             | TOTAL <u>2300</u> ft.  |
| 3. Minimum Lot Frontage _____              | 8. Sidewalk adjacent to all streets <u>yes</u> <input checked="" type="checkbox"/> <u>no</u> |
| 4. Minimum Lot Area <u>50 ft.</u>          |  |
| 5. Existing Zoning <u>AA w/CUP (DP-96)</u> |  |
| 6. Proposed Zoning <u>AA w CUP</u>         |  |
9. Is public water available  Yes \_\_\_\_\_ No, Name City of Wichita  
10. Is sanitary sewer available  Yes \_\_\_\_\_ No, Name City of Wichita  
11. Has Health Dept. approval been obtained (where applicable)  Yes \_\_\_\_\_ No  
12. City of Wichita  3-Mile Area \_\_\_\_\_ Outside of 3-Mile Area

STAFF COMMENTS:

Note: This plat proposes the platting of <sup>5</sup>5-foot side lot line maintenance easements to accommodate zero lot line development. In addition, the plat proposes to dedicate only 32 feet of right-of-way for a 29-foot paved street. A 15-foot "street, drainage and utility easement" is being platted on each side of the 32-foot street dedication. This property is subject to the general provisions of the Tallgrass Community Unit Plan (DP-96).

- A. The representative from City Engineering should be prepared to comment on the status of the applicant's drainage concept plan.
- B. The applicant shall guarantee all drainage improvements required by the platting of this property.
- C. The applicant shall guarantee the extension of sanitary sewer to serve the lots being platted.
- D. The applicant shall guarantee the extension of municipal water to serve the lots being platted.
- E. The applicant shall guarantee the paving of the proposed interior streets.
- F. If improvements are guaranteed by petition, a notarized certificate listing the petitions shall be submitted to the Planning Department for recording.
- G. The associated Community Unit Plan provides for the platting of 5,000 square foot lots for proposed zero-lot line development. With this reduced area requirement in mind, the applicant is proposing lot frontages which are less than the 60-foot minimum required by the Subdivision Regulations. Approval of this preliminary plat will require a waiver of the 60-foot minimum frontage requirement of the Subdivision Regulations.

(Over)

- H. The final plat shall specify the intended purpose of the proposed reserves in the plat's text.
- I. Since a 29-foot street pavement is proposed for this plat (paving standard of the 58-foot street), the applicant shall submit a restrictive covenant which requires 4 off-street parking spaces per dwelling unit.
- J. The applicant has advised that a restrictive covenant will be filed which prohibits fencing, landscaping and obstruction of the proposed "street, drainage, and utility easement" adjacent to each side of the 32-foot street dedication. A draft of this restrictive covenant shall be submitted to the Planning Department for review prior to or at the time of submission of a final plat.
- K. As required in provision 8 of the associated Community Unit Plan, a homeowners' association shall be formed to provide for the ownership and maintenance of the proposed reserves. The required homeowners' association shall give the City the right to maintain the reserves in the event they are not properly maintained and assess the cost of maintenance to the property owners.
- L. This plat proposes to vacate a portion of the access easement granting during the platting of Tallgrass Clubhouse Addition to the north. Since this access easement was granted to benefit the Tallgrass Clubhouse Addition, and was not granted to the public, it cannot be vacated simply by this plat and must be accomplished by separate instrument. With these factors in mind, a condition of final plat approval will be the releasing of the conflicting portions of the access easement prior to the releasing of this plat for recording.
- M. It is recommended that the final plat assign Penstemon Court as the name for the proposed private drive.
- N. The street name "Peppertree" shall be changed to "Bainridge." This name would be a logical extension of the existing Bainbridge located between Woodlawn and Rock Road.
- O. The applicant shall provide a covenant which provides for the perpetual ownership and maintenance of the proposed private drive.
- P. The final plat shall indicate a building setback on Lot 12, Block 2, from the private drive.
- Q. The final plat shall dimension the building setback on Lots 18, 17, 10, 8, 7 and 1, all in Block 2.
- R. The applicant shall install or guarantee the installation of all utilities and facilities which are applicable and described in Article 8 of the MAPC Subdivision Regulations.
- S. Requirements for a final plat (see pages 20-25, Part 4, Article 5 of the MAPC Subdivision Regulations).

2-6-81

Type of Development Proposed ?

Utilities in front easements or not ?

Why 29' pavement in 32'  
Why not 30' + 15' easements on each  
side + 5' setbacks to assure 20'  
setback from the curb.

Why not lower ROW on cul-de-sacs.

Sidewalk section in driveway ?

Where do people walk if car are parked in  
driveways ?

Description of easements. Utilities, all  
purposes normally associated with street use.

Gas Service Events West 2637511

- Doesn't see too much wrong with idea
- Would still like to be on one side of the  
street 3-4 ft from curb.
- Wanted no trees or shrubs in area.
- Were concerned about where sidewalks would  
go.

Engineering

- Object to design a long cul-de-sac.
- Progress with 10' easements
- Radius of street corners can't be constructed
- Flood or drainage easement needed as 100'  
storm will be designed in the street

- Drive way approaches
- Street signs
- Sidewalks - no place for pedestrians to walk
- All block corner and control points will be knocked out and will have to be replaced.
- Objects to long curved cul-de-sacs.
- No turn around on private street

Length of cul-de-sacs was major concern to both traffic and emergency vehicles.

Need to contain 100 year flood in street easement.

Water - leave as is today, reduce setbacks, permit parking in street right-of-way

Reduced water pressure on dead end streets  
 All water lines should be looped  
 # 10' separation between sewers.

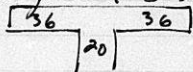
Fire

Street names

Length of cul-de-sacs

Object to dead end private street

Wants "T"



K. G. E.

Coordination is major problem.

Does not often experience good cooperation with developers. Have to punch lines under driveway.

Admit their transformers and pedestals are unusable in front yards.

Front lot service is major problem with them.

# They want their transformers as far off the street as possible

Traffic

Strongly recommend loop street systems

Site easements at intersections. Do not want trees or shrubs in vision triangles

Maintenance

No particular problem from street maintenance except some snow will be pushed over on private property.

Questioned emergency access and drainage easement. Who maintains who designs

Care on ~~the~~ garage pad elevations

Want the right to be an easement to maintain street signs

Major coordination problems.

- No over bay into easements
- Object to excessive loadings & possible of stops going into easements.
- No berms because of need to contain 100 year flood.
- Work out wording in text that grade lines in street easements are to be shown and shall be binding on all owners, successors or assigns and that no change shall occur in the grading.

Also see F.L.N.'s  
notes in S/D 81-75 file  
Peppertree Ave.

July 1, 1981

See Distribution List

Jack H. Galbraith, Chief Planner

Proposed plats with 32-foot street right-of-way widths  
(Woodlands East and Wildwood)

Two new Comotara plats, both in the section north of 21st between Rock and Webb, have been submitted to our office for review. The developer proposes to dedicate 32 feet of right-of-way for a 29-foot street. Utility easements of 10, 15, or 20 feet adjacent to each side of the paved streets are proposed. Prior to discussing this design criteria as part of a preliminary plat at a regularly scheduled Subdivision Committee meeting, we would like to have your thoughts on this proposal. What are the major problems, if any, with installing and maintaining water lines, gas lines, etc., in easements rather than in public right-of-way?

This developer advises that they believe this concept is appropriate for areas designed with cul-de-sacs, and where continuous streets leading from one type of housing to another type is not proposed. They also propose to restrict fences from going into the easements adjacent to streets as well as restricting all plant materials except grass from going in an approximately 12-foot area next to the curb. The purpose of this is obviously to reduce overall land area required for development. Each lot will have four off-street parking spaces, 2 in the garage and 2 in front of the garage.

We have had several requests during the past year to try something like this and we expect more requests in the future. I have scheduled a meeting in the Planning Department Conference Room (10th Floor, City Hall) for next Monday, July 6th, beginning at 1:00 p.m., so that we might discuss this issue. If you are unable to attend, please try to send a representative.

Jack H. Galbraith  
Chief Planner

JHG:bh

cc: Ray Bruggeman, Director of Engineering  
Paul Graves, Design Chief Engineer  
Bill McKinley, Traffic Engineer  
David Stowe, Director of Operations and Maintenance  
Robert Blevins, Kansas Gas and Electric  
Carol Ruff, Southwestern Bell  
Gene Curless, Gas Service Company  
Richard Abraham, Air Capital Cablevision  
Bill Otten, Wichita Water Department  
Mike Lindebak, City Engineering  
Andy Harkness, County Engineering  
Walt Campbell, City Fire Department



PO Box 8236 • Wichita, KS 67208 • (316) 681-2112

June 30, 1981

Mr. Ray Bruggeman  
Director of Engineering  
City Building - 7th Floor  
455 N. Main  
Wichita, Kansas 67202

RE: Addition of a 32' ROW Street Standard

Dear Ray:

The past few months a group of people consisting of developers, engineers and planners have met together to wrestle with some new ideas. Their ideas have specifically centered around the problems of private streets vs. public streets in small "communities" consisting of duplex, zero lot line or equivalent "multi-family" land uses.

In the past, private streets serving individual residences, have been discouraged because of a multiple of reasons, some of them are:

1. Maintenance of the streets
2. Snow removal
3. Emergency vehicle access
4. Postal service
5. Street names

A large committee has met in city hall several times to work on some of these problems. We have come up with some suggested changes which accomplish what the developer wants, with some compromise, yet eliminates many of the problems with "private streets".

We suggest that a new street standard be added to those presently in use which will reduce the ROW requirements for 29' BB streets under certain special conditions. This proposed standard provides for a 29' BB street constructed within a 32' ROW and the platting of utility easements either side of this narrower ROW to facilitate utility installation.

*32' + Street and utility easements*

JUL 1 1981

We feel this new standard provides several advantages worth consideration. Among those are:

1. Reduction in number of private streets whereby potential sub-standard construction in both width and cross section, may be minimized. This would reduce the concern of the maintenance of private streets being later absorbed by the city.
2. This standard will enable site plans to be prepared with less waste land allowing for a more compact form of housing reducing the development cost and reducing the magnitude of the increasing maintenance responsibility.
3. The concept is not substantially different than that currently in use with private streets except that the actual paving width is 29' BB instead of 24' BB and that city standards would be used for the paving section.
4. Comparing area utilized for paving and utilities, the following data is provided:

*Sidewalk  
drives  
sidewalk location  
ROW in existing subdivisions*

\*Private streets - 20' utility easement either side of a 24' BB street for a total of 64' for paving and utilities.

*64' is not needed  
58' is standard*

? \*54' ROW public street - 29' BB paving with 14' either side for use in utility installation for a total of 54' ?

\*32' ROW public street - 29' BB street - 20' either side of ROW for a total of 72' for paving and utilities.

*21 1/2*

From this comparison it indicates a possibility of 21' either side of the paved section that could be used for utilities instead of the 14' on the normal 54' ROW. *5-8*

5. Utilities affected - if developed with water and gas in front of dwelling units there would be no additional drives to cross or other obstacles encountered. In fact it would be possible for all utilities to be installed in the front within the additional easement width, thus minimizing the conflict with back yard fences, patios and extensive landscaping. Furthermore, maintenance crews could work off of paved surfaces when maintenance is required, reducing costly down time and inconvenience.

Additionally, we feel that several restrictions should be considered in order to qualify a project for this standard. The following suggestions for implementation will help insure quality development and reduce potential problems that may be of concern.

Minimum # of off-street parking spaces

1. Require that the reduced standard be used on cul-de-sac streets only - never allowed on thru-traffic streets.
2. Keep all utility installations within 12' of curb and restrict any plantings other than grass in this 12' area.
3. Restrict the use of fences within the front yard 20' easement.
4. Require that only 29' BB streets be allowed on the reduced ROW standard.

?  
Where is the 21 1/2  
How do you restrict planting rocks, trees etc

We realize that this request does require some re-thinking of current standards regarding street and utility construction, but we feel the possible benefits justify the effort.

If we can be of any assistance in the review of this standard, we would be available at your convenience. We currently have two sketch plats filed with the MAPD showing this standard and how it can be applied and are of course, very interested in an early discussion so that we may stay on schedule to meet the current market demand.

Sincerely,

*Dave Ritchie*

Dave Ritchie

DR:bb

cc: David Stowe  
Director of Operations & Maintenance

Robert Lakin  
Director of Planning

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

S/D No. 81-68

APPLICATION FOR SUBDIVISION APPROVAL

Name of Subdivision: Woodlands East (located in Tallgrass)

General Location: 3/8 of a mile East of Rock Road on the North side of 21st North  
located with in the Tallgrass 9th

Name of Property Owner: Tallgrass Company  
Address: P.O. Box 4048, Wichita, Kansas Zip Code: 67204 Phone: 838-9301  
Name of Subdivider: Tallgrass Company  
Address: P.O. Box 4048, Wichita, Kansas Zip Code: 67204 Phone: 838-9301  
Name of Engineer/Surveyor: Bill G. Yung Design  
Address: 8225 E 35th N., Wichita, Kansas Zip Code: 67226 Phone: 683-5567  
Date of Application: 24 June 1981

SUBDIVISION INFORMATION:

1. Gross Acreage of Plat 10.5 approx.
2. Number of Lots:
  - Residential 44
  - Commercial \_\_\_\_\_
  - Industrial \_\_\_\_\_
  - Other \_\_\_\_\_
3. Total Number of Lots 44
4. Minimum Lot Frontage 50 ft.
5. Minimum Lot Area 5000 sq. Ft.
6. Existing Zoning AA under existing CDP with C.U.P. (DP-76)
7. Lineal Feet of New Streets:
  - a. 54' R/W 840 ft.
  - b. 32' R/W 1460 ft.
  - c. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - d. \_\_\_\_\_ R/W \_\_\_\_\_ ft.
  - e. \_\_\_\_\_ R/W \_\_\_\_\_ ft.TOTAL 2300 ft.
8. Are Sidewalks existing? Yes No X
9. Is a public water supply available? X Yes No, Name City of Wichita
10. Is a sanitary sewer available? X Yes No, Name \_\_\_\_\_
11. Has Health Department approval been obtained (where applicable) No Yes No
12. City of Wichita Yes Three Mile Area \_\_\_\_\_ Outside of Wichita \_\_\_\_\_

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: [Signature] AGENT

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

Received by PO  
Date 6-24-81  
Fee Submitted 410<sup>00</sup>

(take in as sketch)  
6-26-81

'9-301B  
(7-79)

# the Daily Record

FILM 401 MI 853

## AFFIDAVIT OF PUBLICATION

Given Published in The Daily Record on Nov. 28, 1979

**STATE OF KANSAS**  
**COUNTY OF SEDGWICK**  
**Catherine Blancy**

being first duly sworn, deposes and says that she is Business Manager of THE DAILY RECORD, a newspaper printed and published in the State of Kansas, and of general circulation on a daily basis in Sedgewick County, Kansas, and that said newspaper is not a trade, religious or fraternal publication.

Said newspaper is published at least fifty (50) times a year and has been so published continuously and uninterruptedly in said County and State for a period of more than five (5) years prior to the first publication of the notices attached, and has been admitted at the post office in Wichita in said County and State as second class matter.

That a notice, a true copy of which is hereto attached, was published in the regular and entire issue of said newspaper for \_\_\_\_\_ consecutive \_\_\_\_\_ as follows:

1st NOV 30 1979  
 2nd \_\_\_\_\_  
 3rd \_\_\_\_\_  
 4th \_\_\_\_\_  
 5th \_\_\_\_\_  
 6th \_\_\_\_\_

*Catherine Blancy*  
 Business Manager

Subscribed and sworn to before me this 28th day of Nov 1979

*Jayne A. Andrews*  
 Notary Public

My commission expires Jul 1, 1982

PUBLICATION FEES  
7.69  
 41

STATE OF KANSAS  
 SEDGWICK COUNTY  
 FILED FOR RECORD BY  
J. A. ...  
 DEC 27 1979  
 4 72807  
 BETTE F. MCCART  
 CLERK OF DISTRICT COURT  
*Pat Kettler*  
*Liquor*

Notary of Kansas?  
 Sedgewick County?  
 City of Wichita?  
**DALE E. ...**  
 Notary Public

JAYNE A. ANDREWS

MICROFILMED  
 FROM THE BEST  
 AVAILABLE COPY

Approved by Board of Commissioners  
DEC 16 1980

THIS AGREEMENT made this 25th day of NOVEMBER 19 80

by and between Tallgrass Company  
of the first part and City of Wichita  
of the second part.

WITNESSETH: that the said first party in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second parties a perpetual right of way and easement for the purpose of constructing, maintaining, and repairing their Drainage Facilities over, along and under the following described real estate situated in Sedgewick County, Kansas, to wit:

The east 300 feet of the north 75 feet of Reserve B, Bluestem Village, an addition to Wichita, Sedgewick County, Kansas.

And Also:

Beginning at a point on the east line of Reserve B, Bluestem Village, an addition to Wichita, Sedgewick County, Kansas 75 feet south of the northeast corner of said reserve; thence south along the east line of said reserve bearing S 0° 55' 07" E, 220 feet; thence N 31° 29' 46" W, 256.85 feet; thence N 89° 05' 16" E, 150.00 feet to the point of beginning.

And Also:

Beginning at the southeast corner of Lot 1, Block 2, Bluestem Village, an addition to Wichita, Sedgewick County, Kansas; thence westerly along the east line of said lot, 25 feet; thence southwesterly 35.4 feet to the south line of said lot; thence easterly along said south line 75 feet to the point of beginning.

And said second party are hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing their Drainage Facilities including the right to open and excavate in any streets or ways that may be constructed on the surface of said easements, provided that upon completion of the necessities of grantee's operations the surface of such easements shall be restored as nearly as possible to its original condition.

IN WITNESS WHEREOF, The said first party has signed these presents this day and year first written. Tallgrass Company

*Jack D. Ritchie*  
Jack D. Ritchie

RECORDED  
INDEXED  
JAN 8 1981  
5 221235

SEDEWICK COUNTY, KS: *W. F. Burtin*

Notarially sworn before me a notary public in and for the County and State of Kansas on this 25th day of November 1980. The undersigned the foregoing instrument of writing and said parties duly acknowledged the execution thereof.

W. F. Burtin  
Notary Public  
JAN 17 1981

MICROFILMED  
FROM THE BEST  
AVAILABLE COPY

WARRANT

WM 359 - 381

THIS WARRANT made this 13th day of April, 1979, by and between Wichita Development Company of the first part and City of Wichita of the second part.

WITNESSETH that the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second parties a perpetual right of way and easement for the purpose of constructing, maintaining, and repairing their utility lines over, along and under the following described real estate situated in Sedgewick County, Kansas, to wit:

Three 30.00 foot wide utility easements, the centerlines of which are described as follows:

Commencing at the southwest corner, Section 5, T 27 S, R 2 E of the 6th P.M.; thence easterly along the south line of said Section 5 bearing N 89° 06' 26" E, 1839.37 feet; thence N 5° 19' 03" W, 30.09 feet to the point of beginning, said point being on the north right of way line of Twenty-Ninth Street North; thence N 5° 19' 03" W, 110.35 feet; thence N 1° 01' 02" W, 2511.98 feet; thence N 29° 32' 11" E, 1534.24 feet; thence N 0° 52' 07" W, 1335.93 feet to a point on the south right of way line of Twenty-Ninth Street North 50.00 feet west of the east line, northwest quarter, said Section 5.

And Also:

Commencing at the southwest corner, Section 32, T 26 S, R 2 E of the 6th P.M.; thence westerly along the south line of said section bearing S 89° 07' 23" W, 50.00 feet; thence N 0° 52' 07" W, 30.00 feet to the point of beginning, said point being on the north right of way line of Twenty-Ninth Street North; thence N 0° 52' 07" W, 405.99 feet; thence N 22° 43' 33" E, 124.42 feet to a point on the east line, southwest quarter, said Section 32; thence N 22° 43' 33" E, 507.53 feet; thence N 89° 06' 38" E, 461.00 feet; thence N 1° 01' 53" W, 445.80 feet; thence N 9° 02' 47" E, 542.86 feet; thence N 0° 52' 07" W, 547.35 feet to a point on the south line, Tomotara Industrial Park Fifth Addition to Wichita, Sedgewick County, Kansas 76.80 feet east of the southwest corner of lot 17 in said addition, south line of said addition bearing N 81° 16' 26" E.

And Also:

Commencing at the southwest corner of Section 5, T 27 S, R 2 E of the 6th P.M.; thence northerly along the west line of said section bearing N 1° 01' 02" W, 112.44 feet; thence N 81° 20' 53" E, 50.45 feet to the point of beginning, said point of beginning being on the east right of way line of Rock Road; thence N 81° 20' 53" E, 153.65 feet; thence easterly running parallel to and 140.00 feet north of the south line of said Section 5 bearing N 89° 06' 26" E, 1626.55 feet.

STATE OF KANSAS  
RECORD AS  
APR 13 1979  
4 34219  
BETTE F. MCCARTY  
REGISTER OF DEEDS

MICROFILMED  
FROM THE BEST  
AVAILABLE COPY

And said second party are hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing their utilities, including the right to open and excavate in any streets or ways that may be constructed on the surface of said easements, provided that upon completion of the necessities of grantee's operations the surface of such easements shall be restored as nearly as possible to its original condition.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

Robert R. Fox

Attorney in fact for

Wichita Development Company

STATE OF KANSAS  
SEWICK COUNTY ss:

Personally appeared before me a notary public in and for the County and State aforesaid to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_

Notary Public  
Carolyn R. Owen

My Appointment Expires: \_\_\_\_\_



MICROFILMED  
FROM THE BEST  
AVAILABLE COPY

The undersigned do(es) hereby grant and convey to KANSAS GAS AND ELECTRIC COMPANY, a corporation, its successors and assigns, the Right-of-Way to clear timber, trim necessary trees for and build, maintain, alter, repair, operate and remove transmission or distribution lines consisting of poles, wires, equipment and fixtures over and across the following described lands situated in Sedgwick county, State of Kansas, to-wit:

The north five feet of the south fifty five feet of the east seventeen hundred eighty four and ninety five one hundredths feet of the Southwest 1/4, Section 5, Township 27 South, Range 2 East,

STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORD AT  
DEC 31 1980

NO. 5 21202  
BETIE F. McCART  
REGISTER OF DEEDS

*Aut. Register*

with the right of ingress and egress to and from the same. The said grantor(s) heirs or assigns to fully use and enjoy the said premises except for and subject to the rights of grantee for the purposes hereinbefore granted to said grantee, its successors or assigns, who by its acceptance hereof and entry upon the premises for the use thereof hereby agrees to pay any and all damages which may be caused to crops, fences and to the surface of the land resulting from movement of equipment, in the building, maintaining and operating of said lines.

Grantors agree that they will not locate any building, hay stack, straw stack, trees, structure, or any combustible material under or near enough to said poles, wires and fixtures to endanger the same or interfere with the operation thereof or to be likely to result in damage thereto if a fire should occur. Receipt of payment of one dollar and other good and valuable considerations herefor is hereby acknowledged.

Dated this 25<sup>th</sup> day of March 1980

ATTEST: H. D. Ritchie  
E. D. Ritchie  
W. F. Binter

Public Bank Co  
H. D. Ritchie  
E. D. Ritchie  
W. F. Binter

State of Kansas  
Sedgwick (COUNTY)

I hereby certify that on this 25th day of March, A. D. 1980, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came H. D. Ritchie and W. F. Binter  
E. D. Ritchie

personally known to be the same person(s) who signed and executed the above instrument, and that they duly acknowledged the execution of the same.

and Notarial Seal on the day and date last above written.  
By Commission expires: May 25, 1983

Notary Public Ada L. Banks  
R/W No. \_\_\_\_\_

5.00  
Notary Seal: Robert L. Belvins  
K&E  
Box 208

Approved By Board of Commissioners  
this MAY 5 1981

EASEMENT

THIS EASEMENT made this 30th day of April, 1981 by and  
between Tallgrass Company, a partnership of the first part and The City of  
Wichita, Kansas of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right of way and easement for the purpose of constructing, maintaining, and repairing their utilities, over, along and under the following described real estate situated in Sedgwick County, Kansas, do wit:

Commencing at the southwest corner of the southwest quarter, Section 5, Township 27 south, Range 2 east of the 6th P.M.; thence easterly along the south line of said southwest quarter bearing N 89° 06' 26" E, 1983.34 feet; thence N 0° 53' 34" W, 40.00 feet to the point of beginning, said point being on the north right of way line of 21st Street North; thence N 0° 53' 34" W, 382.00 feet; thence N 61° 22' 11" E, 185.36 feet; thence N 0° 53' 34" W, 154.00 feet; thence along a curve to the left having a central angle of 12° 14' 33", a radius of 820.00 feet, a length of 175.21 feet, and a chord 174.88 feet long bearing N 14° 34' 48" W; thence S 88° 58' 58" W, 121.27 feet; thence along a curve to the right having a central angle of 14° 20' 11", a radius of 707.00 feet, a length of 176.90 feet and a chord 176.44 feet long bearing S 16° 50' 43" E; thence S 0° 53' 34" E, 140.95 feet; thence S 61° 22' 11" W, 135.49 feet; thence S 0° 53' 34" E, 418.26 feet to the north right of way line of 21st Street North; thence easterly along said north right of way line bearing N 89° 06' 26" E, 70.00 feet to the point of beginning.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing their utilities, including the right to open and excavate in any streets or ways that may be constructed on the surface of said easements, provided that upon completion of the necessities of grantee's operations the surface of such easements shall be restored as nearly as possible to its original condition.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORD AT  
MAY 12 1981  
5 37502

William J Binter  
Tallgrass Company, a partnership

STATE OF KANSAS  
ss:  
SEDGWICK COUNTY

NO.  
BETTE F. McCART  
REGISTER OF DEEDS

Bette F. McCarty  
Register of Deeds

Personally appeared before me a notary public in and for the County and State aforesaid William E. Binter to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at 2:05 pm this 30th day of April, 1981.

Katheryn S. Bauman  
(Notary Public)

My Appointment Expires: 2:2:83



City Clerk

5.00

375 8-84

FILM 476:111 310

Approved by Board of Commissioners  
this MAY 5 1981

GRANT OF EASEMENT

THIS GRANT OF EASEMENT made this 4<sup>th</sup> day of May, 1981, by TALLGRASS COMPANY, a Partnership, ("Grantor").

WHEREAS, Grantor is the owner of that certain real property situated in Wichita, Sedgwick County, Kansas, legally described as the Southwest Quarter of Section 5, Township 27 South, Range 2 East, Sedgwick County, Kansas; and

WHEREAS, there has been platted within said quarter section an addition known as Tallgrass Clubhouse, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, said addition does not have direct access to a public right-of-way; and

WHEREAS, Grantor desires to provide for such access by creating and granting a permanent easement for ingress and egress.

NOW, THEREFORE, the undersigned does hereby declare as follows:

1. Grantor does hereby grant and convey for the benefit of Tallgrass Clubhouse, an addition to Wichita, Sedgwick County, Kansas, a non-exclusive easement and right-of-way for the purpose of ingress and egress of pedestrian and vehicular traffic over, upon and across that portion of the Southwest Quarter of Section 5, Township 27 South, Range 2 East, Sedgwick County, Kansas, as more particularly described on Exhibit A attached hereto and made a part hereof as if fully set forth at this place.

2. The said easement shall be perpetual and shall be deemed appurtenant to and for the benefit of said addition and all owners thereof, their heirs, successors and assigns.

3. The easement herein created is superior and paramount to the rights of the owner of the servient estate and shall be deemed a covenant that shall run with the land and inure to the benefit of and be binding upon Grantor and its respective successors and assigns.

IN WITNESS WHEREOF, this Grant of Easement is executed the date first above written.

TALLGRASS COMPANY, a Partnership,  
BY: RITCHIE ENTERPRISES, a Partnership, Managing Partner

By H. D. Ritchie  
H. D. Ritchie  
"Grantor" a Partner

STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORD AT  
6... P.M.

MAY 12 1981  
5 37503

NO. BETTE F. McCART  
REGISTER OF DEEDS

*Pat Ritchie Deputy*

7.00 City Clerk

STATE OF KANSAS )  
COUNTY OF SEDGWICK ) ss:

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of May, 1981, by H. D. Ritchie, a partner on behalf of RITCHIE ENTERPRISES, a Partnership and Managing Partner of TALLGRASS COMPANY, a Partnership.

*William F. Binter*  
Notary Public

My Appointment Expires: William F. Binter

April 17, 1984



## EXHIBIT A

Commencing at the southwest corner of the southwest quarter, Section 5, Township 27 south, Range 2 east of the 6th P.M.; thence easterly along the south line of said southwest quarter bearing N 89° 06' 26" E, 1983.34 feet; thence N 0° 53' 34" W, 40.00 feet to the point of beginning, said point being on the north right of way line of 21st Street North; thence N 0° 53' 34" W, 382.00 feet; thence N 61° 22' 11" E, 185.36 feet; thence N 0° 53' 34" W, 154.00 feet, thence along a curve to the left having a central angle of 12° 14' 33", a radius of 820.00 feet, a length of 175.21 feet, and a chord 174.88 feet long bearing N 14° 34' 48" W; thence S 88° 58' 58" W, 121.27 feet; thence along a curve to the right having a central angle of 14° 20' 11", a radius of 707.00 feet, a length of 176.90 feet and a chord 176.44 feet long bearing S 16° 50' 43" E; thence S 0° 53' 34" E, 140.95 feet; thence S 61° 22' 11" W, 135.49 feet; thence S 0° 53' 34" E, 418.26 feet to the north right of way line of 21st Street North; thence easterly along said north right of way line bearing N 89° 06' 26" E, 70.00 feet to the point of beginning, Sedgwick County, KS.

*Superseded  
rec.  
9-11-81*

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
WOODLANDS EAST

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 1981, by TALLGRASS COMPANY, a partnership (the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Wichita, Sedgwick County, Kansas, which is more particularly described as Woodlands East, an Addition to Wichita, Sedgwick County, Kansas (the "Addition"); and

WHEREAS, it is necessary to establish binding covenants, conditions and restrictions applicable to portions of said property to insure the proper development thereof and adequate maintenance and government of the Common Area and the rights of property owners and residents therein; and

WHEREAS, it is the purpose and intention of this Declaration that all of said property, except as otherwise provided herein, shall be held and/or conveyed subject to the covenants, conditions and restrictions contained in this Declaration; and

WHEREAS, there shall be established the Woodlands East Owners' Association, consisting of the owners of the lots included within the Addition, hereinafter referred to as the "Association"; and

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

NOW, THEREFORE, Declarant hereby declares that all of said Addition, except Reserve "D" thereof, 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 therein or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. (Reserve "D" may be owned and maintained by Tallgrass Club upon conveyance thereof to it within one year of the date of recording hereof. All required maintenance thereof required prior to such conveyance shall be by Declarant.)

#### ARTICLE I

##### Association Membership and Voting Rights

Section 1. Formation of Association. The Association shall be organized prior to the conveyance of any lot in the Addition by Declarant as a nonprofit corporation for a perpetual term under the laws of the State of Kansas.

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

Section 3. Definition of Member. "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, 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. Definition of "Lot". The word "Lot", as used herein, shall mean a lot as set forth in the recorded plat; provided that where property has been attached or detached from any Lot, the enlarged Lots and/or the diminished Lots shall be deemed to be a "Lot"; provided, further, two or more Lots which are combined into a single homesite shall be deemed to be one

"Lot" for the purpose of computing voting rights and liability for maintenance charges hereunder.

Section 5. Voting Rights. There shall be two (2) votes for each Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. The votes for such Lot shall be exercised as the Owners of such Lot may determine among themselves. Notwithstanding the foregoing, Declarant shall be entitled to six votes for each Lot of which it is the Owner.

Section 6. Initial Operation. The initial operation of the Association shall be by Declarant until such time as Declarant turns over the operations thereof to the Association.

## ARTICLE II

### Property Rights

Section 1. Easement in Common Area. Declarant hereby dedicates and conveys to each Member a right and easement of enjoyment in and to the common areas described hereafter, hereinafter collectively referred to as "Common Area", and Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association hereinafter described, free and clear of all encumbrances and liens, except any current ad valorem or special assessment taxes. The Association shall be responsible for the payment of taxes and insurance on the Common Area and for the proper maintenance of the open spaces and for compliance with this Agreement. 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, whether specifically set forth in deeds to the Lots or not.

Section 2. Regulations. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be

binding upon the members of the Association and all residents of the property subject to this Declaration.

Section 3. Description of Common Area. The Common Area to be conveyed to the Association and the use thereof is as follows:

Reserves "A", "B", "C"	Open space
Reserve "C"	Median
Reserve "E"	Street, drainage and utility purposes
Reserve "F"	Private drive serving Lots 10, 11, 12, Block 2 and utility purposes

The Common Area, except Reserve "C", "E" and "F", may be used for recreation, hiking, nature study, picnicking, or other uses for the benefit of its Members which may be determined by the Association. Recreational facilities, including, but not limited to, grills and fireplaces, playground equipment, and similar items, may be constructed in the Common Area by the Association if done in conformance with the Ordinances of the City of Wichita, Kansas. All members in good standing, their families, and guests accompanying said residents shall have equal access to the Common Area and all facilities located thereon, subject to rules and regulations established by the Association, including the right to place limitations on the number of guests and the right to limit or exclude members, their families, and their guests if the Members owning the property in which they reside are in default in the payment of assessments or in the performance of any other obligation required by this Declaration.

Section 4. Reservation of Rights in the Common Area. Notwithstanding any other provision of this Declaration, Declarant reserves the right to grant easements within the Common Area for the installation, repair, and maintenance of water mains, sewers, drainage courses, public walkways, 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. The Association shall have the right to mortgage any part, parts, or all of the Common Area in connection with the borrowing of money in the furtherance of any of its purposes authorized herein and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder. The Association shall have the right to suspend the rights of any member in connection with the Common Area for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

Section 5. Appurtenant Easements. The recorded plat of Woodlands East Addition reflects numerous easements designated as "5' maint. esmt." Said easements are created for the benefit of certain lots in the addition to which they are adjacent. Each such lot benefitted by such an easement is deemed a dominant lot and each such lot subjected to and burdened by such easement is deemed a servient lot.

Each easement on the servient lot is for the benefit of and appurtenant only to that lot which is immediately adjacent thereto and is deemed the dominant lot for the particular easement. The owner of the servient lot is hereby granted and assigned the full right to use the easement on said servient lot as the owner of said lot; provided, however, the owner of the dominant lot is hereby granted and assigned the right of full ingress and egress to and from said easement and to come upon, across and along the easement for the sole purpose of repairing the improvements of the dominant owner constructed upon the dominant lot. The owners of the respective lots shall do nothing to interfere with the rights of the other granted hereunder. Said rights are intended and shall inure to and be binding upon the owners of each lot and their respective successors in interest and assigns.

The owner of the servient lot shall maintain the area covered by the easement and all improvements situated therein or thereon and shall indemnify and hold the owner of the dominant lot free and harmless from all loss, damage or liability incident to the use by the dominant owner or by any permissive user of the easement, excepting, however, any loss, liability

or damage arising out of the negligence of the owner of the dominant lot.

### ARTICLE III

#### Assessments

Section 1. Assessments. All of the Lots of the Members of the Association shall be subject to an annual assessment charge to be paid by the respective Owners thereof to the Association annually in advance on the 1st day of January, in each year. The Board of Directors of the Association may permit the annual assessment charge to be paid either annually, semiannually or monthly.

Section 2. Determination of Assessments. 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 Lots, and each Lot shall be assessed an equal amount. 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 Area, 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. Use of Assessment Fund. 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, including the guardhouse, if any; for planting trees and shrubbery and the care thereof; for expenses incidental to the proper operation and maintenance of any recreational facilities located within the Common Area; for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining, or operating any community service; for purchase of insurance; 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 enforcement of these restrictions; 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. Interest on Delinquent Assessments. 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 fifteen percent (15%) per annum or at the then prime rate of The Fourth National Bank and Trust Company, Wichita, whichever is higher.

Section 5. Lien for Delinquent Assessments. It is expressly understood and agreed that the annual assessment charge shall be a lien and encumbrance on the Lot with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any of said Lots, the Owner (not including thereby a mortgagee as long as it is not the Owner) from the 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 said parties.

Section 6. Subordination of Assessment Lien. The lien provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot, shall not affect the assessment lien. The sale or transfer of any Lot, which is subject to any such 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 from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Right of Association to Enforce Payment of Assessment. By the 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 (except for such sum assessed pursuant to Section 10 hereof), for the calendar year ending December 31, 1982, shall be Three Hundred Dollars (\$300) per Lot. The maximum annual assessment may be increased for any subsequent year to an amount which is no more than ten percent (10%) compounded above the maximum permitted annual assessment for the previous year without a vote of the membership of the Association.

(b) The annual assessment for any year commencing after December 31, 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 vote of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

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

(d) Declarant shall not be bound by any assessment under this Article on any lot owned by it until the improvements thereon are ready for occupancy.

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 in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

Section 10. Additional Assessments. In order to help provide for a comprehensive neighborhood scheme and an integrally related community, Declarant has entered into certain agreements with the owner of the adjoining property regarding the development of a golf course thereon. In order to induce said owner to develop such golf course, which golf course will affirmatively contribute to the aesthetic and monetary values of the Addition and the Lots therein, and in order to assist in providing proper maintenance and care of the green spaces thereon, Declarant has contracted with said owner to provide for the additional assessment provided for herein.

In order to assist in providing for the proper maintenance and care of the green spaces located on the adjacent golf course property, there shall be included in the assessment levied by the Association pursuant to the foregoing provisions of this Article III an additional amount determined as hereinafter provided, which amount shall be due and owing Tallgrass Club, owner of the adjacent golf course, its successors and assigns, to be utilized by it in maintaining the landscaping and green spaces of the golf course; provided, however, that the provisions of this Section 10 shall not apply to Declarant. Each Owner and the Association shall be bound by the provisions hereof as follows:

(a) All sums paid by the Association to Tallgrass Club (or any successor or assign) shall be used by Tallgrass Club (or any successor or assign) to help defray the cost of maintenance and care of the landscaping and green spaces of the golf course, such maintenance and care to be performed by it at such times and in such manner as the said Tallgrass Club (or any successor or assign), in its sole discretion, deems reasonable and appropriate.

(b) The annual assessment payable to Tallgrass Club, its successors or assigns, shall be in the initial amount as set out in Subparagraph (e) hereof. Beginning with calendar year 1983, each annual assessment shall be

increased pursuant to the "All Items Figure" of the 1978 revised Consumer Price Index-Urban Wage Earners and Clerical Workers-U. S. City Averages (1967 = 100) (the "BLS Index"), issued by the Bureau of Labor Statistics of the United States Department of Labor, with the initial assessment being predicated on such figure as issued for the month of September, 1981. For each succeeding calendar year said assessment shall be in an amount equal to such assessment for the initial year multiplied by a fraction, the numerator of which shall be the BLS index figure for September of the preceding year, and the denominator of which shall be such figure for September, 1981. In no event, however, shall such amount be less than the initial amount. In the event the BLS index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the percentage increase shall be made with the use of such conversion factor, formula, or table for converting the index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, by any other nationally recognized publisher of similar statistical information.

(c) Nothing herein shall be construed as obligating Tallgrass Club, its successors or assigns, to continue the operation of the golf course; however, the obligation of the Association to pay said sums to Tallgrass Club, its successors or assigns, shall continue only so long as Tallgrass Club, its successors or assigns, shall maintain and operate said golf course. At such time as said property shall cease to be operated as a golf course, and such cessation shall continue for a period of more than six (6) months, then and in that event, the obligation of the Association to pay said sum shall terminate as of the date such golf course first ceased to be so operated.

(d) Said assessment shall be levied and collected as a part of the assessment against each Lot as herein provided, but the collection and payment thereof shall also be the binding obligation of the Association to Tallgrass Club, its successors and assigns, and any failure of any Owner to make payment of such Owner's assessment to the Association shall not diminish the Association's obligation to Tallgrass Club, its successors and assigns, for the full amount of such payment. This provision is for the benefit

of said Tallgrass Club and its successors and assigns and may be enforced by it pursuant to law.

(e) The initial annual assessment for calendar year 1981 shall be in the following amount with the obligation as to each Lot or dwelling unit to commence with the first full month after the month in which the golf course or any portion thereof is first opened for play, said assessment to be prorated on a monthly basis for a partial year.

Woodlands East ..... \$60.00 per unit

(f) A similar obligation to Tallgrass Club, its successors and assigns, shall be imposed upon all other residential additions of which Declarant is either owner or part owner and platted within any of the parcels located within the Bluestem Community Unit Plan. The minimum initial annual assessment for calendar year 1981 as to any such additional Lots or dwelling units other than single family, detached, is as follows, the same to be prorated as aforesaid.

Single family detached dwelling unit ..... \$120.00 per unit

Duplex, fourplex, townhouse, condominium, and zero lot line dwelling units ..... \$60.00 per unit

Apartment units, being defined as 15 or more dwelling units per acre ..... \$30.00 per unit

#### ARTICLE IV

##### Covenants for Maintenance

Section 1. Maintenance of Lots and Improvements; Lien.  
Each Owner (other than Declarant) shall keep all Lots owned by

such Owner 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 exterior care) of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. The owners of Lots 10, 11, and 12, Block 2, shall be equally responsible for all costs relating to the maintenance, repair, and replacement of Reserve "F" which is a private drive serving said lots only. Said drive shall be paved prior to development of said lots. If in the opinion of the Board of Directors, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by 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, remove, 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 or improvement shall be commenced, erected, or maintained upon any Lot, 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 the Board of Directors. In the event the Board of Directors 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. 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 the Board of Directors 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 the Board of Directors, 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 Board of Directors shall have the right, through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the cost thereof shall be a binding, personal obligation of such Owner and the cost may mature into a lien (enforceable in the same manner as a mortgage) upon the Lot(s) in question in the following manner: The Association may record an Affidavit of Nonpayment of Removal or Alteration Charges in the Office of the Register of Deeds of Sedgwick County, Kansas, stating (i) the legal description of the property upon which the lien is claimed, (ii) the name(s) of the Owner(s) of said property, and (iii) 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 fifteen percent (15%) per annum, shall be fully paid, the Association shall, within ten (10) days following payment, file with the Register of Deeds of Sedgwick County, Kansas, an Affidavit of Payment of Removal or Alteration Charges, which Affidavit shall (i) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which has been satisfied, (ii) state the legal description of the property affected, and (iii) 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 preexisting 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 Board of Directors, it 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 the Board of Directors exercises any discretionary or interpretive powers.

Section 6. Right of Inspection. The Association or any of its agents 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 Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither 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 the Board of Directors, Declarant, 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 nonperformance of any duties or functions under this Article V.

#### ARTICLE VI

##### General Covenants and Restrictions

##### Section 1. Structures; Division of Lots; Utilities; Trailers; and Fences.

(a) No previously approved structure shall be used for any purpose other than that for which it was originally designed;

(b) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise;

(c) 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;

(d) No boat, boat trailer, house trailer, camper, camper trailers, recreational vehicles, or similar items shall be stored in and on any street, the Common Area, or in the open on any Lot; and

(e) No fence shall be erected on any Lot, except those expressly permitted by Section 20 of this Article VI and those specifically approved as to location, size, type, and material by the Board of Directors. P. 21

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: Offstreet Parking Requirement. Reserves "A", "B", "C", "E", and "F" in said Addition have been designated as "Common Area" and are to be conveyed to an Owners' Association to be formed prior to the conveyance of any lot, which Association shall be responsible for the maintenance and upkeep thereof except Reserve "F" which shall be maintained pursuant to Section 1 of Article IV hereof. Until such conveyance, Declarant, as owner, shall be responsible for such maintenance and upkeep. In the event 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 P. 12

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 value of the properties within the Addition and to prevent the Common Area from becoming a nuisance, may enter upon said Common Area and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Declarant or the Association may be assessed equally against all the Lots within the Addition in the same manner as provided by law for special assessments, and said assessments may be established as liens upon said Lots. Should the Declarant or the Association, their 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 (20) day period to be provided in said Notice, apply for a hearing before the Board of City Commissioners to appeal said obligations, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

No retaining wall, fence, earth berm, or mass planting shall be placed or permitted within the fifteen foot street, drainage, and utility easements adjacent to the public streets, nor shall any other planting be permitted which would materially interfere with the flow of storm water run off. Any planting proposed within said easements shall be reviewed by the City Forestry Division prior to installation. Any change in grade is prohibited.

Each of the Lots shall provide four (4) off-street parking spaces per dwelling unit, utilizing the garage and driveway.

Section 4. Trees. No tree having a diameter of three (3) 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. Animals. No birds, reptiles, animals, or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted on the Properties without the express written consent of the Association. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot. Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and on the Common Area. Dogs and other animals shall not be allowed to trespass on the adjacent golf course whether on leash or not.

Section 6. Signs. No sign or other advertising device of any nature shall be placed upon any Lot, except as provided herein. The Association may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. The Association may remove nonconforming signs upon three (3) days' notice to the Owner, such removal to be at the cost of said Owner. In addition to the foregoing, so long as Declarant owns any Lots in the Addition, Declarant may require any Owner, real estate agent, or other person desiring to utilize a sign to advertise a Lot or home for sale, lease, or rent to utilize a standard sign provided by Declarant for which a reasonable rental may be charged by Declarant. The number and location of any such signs shall be subject to reasonable rules adopted by Declarant. Any nonconforming sign may be removed, without notice, by Declarant, and Declarant shall not be liable to anyone in the event of any such removal.

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

Section 8. No Storage: Trash. No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot or on the Common Area, except building materials may be stored on a Lot during the course of construction of any unit by Declarant. 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.

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

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

Section 11. Motor Vehicles: Garages. No motor vehicles of any type other than maintenance vehicles shall be operated on the Common Area or the sidewalks and bicycle paths, if any, located in the Common Area. Garage doors shall be kept closed at all times except for purposes of entry, exit, or maintenance.

Section 12. Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or

permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended past the corner. The same sight line restrictions shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to avoid obstruction of such sight lines.

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

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

Section 15. Home Professions and Industries. No profession or home industry shall be conducted in or on any part of a Lot or in any improvements thereon without the specific written approval of the Association. The Association, in its discretion, upon consideration of the circumstances in each case and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Association, to be compatible with a high-quality residential neighborhood.

Section 16. Model Homes and Real Estate Offices. All else herein notwithstanding, any Lot owned by Declarant or persons so authorized by Declarant may be used for a model home or for a real estate office until all homes in the development are sold.

Section 17. Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any Lot, except with specific written approval of the Association. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance of a private residence.

Section 18. Land Use. None of the Lots may be improved, used, or occupied for other than the uses as designated by the recorded plat thereof, the Bluestem Community Unit Plan, or applicable zoning regulations.

Section 19. Fences. No fence shall be constructed or maintained on any Lot except a privacy fence immediately adjacent to any patio appurtenant to a unit, except that this restriction shall not prohibit the construction and maintenance of fences constructed only of black wrought iron which do not exceed six (6) feet in height and which do not materially obstruct the passage of light and air.

? Section 20

Section 21. Set-Back Requirements. No building, structure or other improvement may be constructed or maintained on any Lot which shall violate any set back lines shown on the recorded plat of the Addition.

Section 22. Restrictions not Exclusive. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by the Bluestem Community Unit Plan, 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 VII

##### Enforcement

Section 1. Enforcement. The Association, Declarant, 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, Declarant, 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 VIII

##### Additional Land

Section 1. Additional Land. Declarant may, from time to time, annex additional real property, including additional Common Areas, to the property covered by this Declaration, 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 ten (10) year period commencing with the date of the recording of this Declaration, Declarant, its successors or assigns, may annex such additional real property in its absolute discretion. From and after the termination of said ten (10) year period, such additional real property may be annexed to the Properties provided that each such annexation is approved in writing by two-thirds (2/3) of the votes of the Members of the Association entitled to vote.

#### ARTICLE IX

##### Power of Assignment and Delegation

Section 1. Power to Assign and Delegate. Declarant shall have the right and power to assign and delegate to the Association, or any successor or successors thereto, at any time and from time to time, all or any part of any of the rights, powers, and authority contained in this Declaration. The initial operation and control of the Association shall be by Declarant until 75% of all lots have been sold or until such earlier time as Declarant may relinquish such control to the Association.

ARTICLE X

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 XI

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) year. This Declaration may be amended by an instrument signed by the Owner(s) of not less than seventy-five percent (75%) of the votes in the Addition and recorded in the Office of the Register of Deeds of Sedgwick County, Kansas, or any other public office for recording instruments affecting real property located in Sedgwick County, Kansas, as may hereafter be established; provided, however, that ARTICLE VI, Section 3, shall not be amended without the prior approval of the Wichita Board of City Commissioners and Article III, Section 10, shall not be amended without the prior approval of Tallgrass Club, its successors or assigns.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of this \_\_\_\_ day of \_\_\_\_\_, 1981.

TALLGRASS COMPANY, a Partnership  
By: RITCHIE ENTERPRISES,  
Managing Partner

By \_\_\_\_\_,  
\_\_\_\_\_, a Partner

ACKNOWLEDGEMENT

STATE OF KANSAS        )  
                          ) SS.  
SEDGWICK COUNTY        )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_, 1981, before me, a notary public within and for the County and State aforesaid, came \_\_\_\_\_, a partner of Ritchie Enterprises, Managing Partner of TALLGRASS COMPANY, a partnership, who is personally known to me and known to me to be the same person who executed the foregoing 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 a partner of Ritchie Enterprises, as a partner of Tallgrass Company, for an on behalf of and as the free and voluntary act and deed of said partnership, 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.

My Commission Expires:

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

DRAFT OF 8-31-81 P. 16  
PP. 4-5

DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS

*superseded*

THIS DECLARATION, made this \_\_\_\_ day of \_\_\_\_\_, 1981, by TALLGRASS COMPANY, a partnership (the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Wichita, Sedgwick County, Kansas, which is more particularly described as Woodlands East, an Addition to Wichita, Sedgwick County, Kansas (the "Addition"); and

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to portions of said property to insure the proper development thereof and adequate maintenance and government of the Common Area and the rights of property owners and residents therein; and

WHEREAS, it is the purpose and intention of this Declaration that all of said property, except as otherwise provided herein, shall be held and/or conveyed subject to the conditions and restrictions contained in this Declaration; and

WHEREAS, there shall be established the Woodlands East Owners' Association, consisting of the owners of the lots included within the Addition, hereinafter referred to as the "Association"; and

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

? NOW, THEREFORE, Declarant hereby declares that all of said Addition, except Reserve "D" thereof, 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 therein or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

#### ARTICLE I

##### Association Membership and Voting Rights

Section 1. Formation of Association. The Association shall be organized prior to the conveyance of any lot in the Addition by Declarant as a nonprofit corporation for a perpetual term under the laws of the State of Kansas.

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

Section 3. Definition of Member. "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, 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. Definition of "Lot". The word "Lot", as used herein, shall mean a lot as set forth in the recorded plat; provided that where property has been attached or detached from any Lot, the enlarged Lots and/or the diminished Lots shall be deemed to be a "Lot"; provided, further, two or more Lots which are combined into a single homesite shall be deemed to be one "Lot" for the purpose of computing voting rights and liability for maintenance charges hereunder.

Section 5. Voting Rights. There shall be two (2) votes for each Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. The votes for such Lot shall be exercised as the Owners of such Lot may determine among themselves. Notwithstanding the foregoing, Declarant shall be entitled to six votes for each Lot of which it is the Owner.

Section 6. Initial Operation. The initial operation of the Association shall be by Declarant until such time as Declarant turns over the operations thereof to the Association.

ARTICLE II

Property Rights

Section 1. Easement in Common Area. Declarant hereby dedicates and conveys to each Member a right and easement of enjoyment in and to the common areas described hereafter, hereinafter collectively referred to as "Common Area", and Declarant hereby covenants for itself, its successors and assigns, that it will convey fee simple title to the Common Area to the Association hereinafter described, free and clear of all encumbrances and liens, except any current ad valorem or special assessment taxes. The Association shall be responsible for the payment of taxes and insurance on the Common Area and for the proper maintenance of the open spaces and for compliance with this Agreement. 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, whether specifically set forth in deeds to the Lots or not.

Section 2. Regulations. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be binding upon the members of the Association and all residents of the property subject to this Declaration.

Section 3. Description of Common Area. The Common Area to be conveyed to the Association and the use thereof is as follows:

Reserves "A", "B", "C", Open space  
Reserve "C" and "F" Median

Reserve E ?

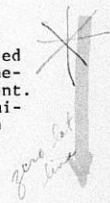
Pvt. Dr. Reserve ? - 3 -

Woodlands  
East

The Common Area, except Reserve "C", may be used for recreation, hiking, nature study, picnicking, or other uses for the benefit of its Members which may be determined by the Association. Recreational facilities, including, but not limited to, grills and fireplaces, playground equipment, and similar items, may be constructed in the Common Area by the Association if done in conformance with the Ordinances of the City of Wichita, Kansas. All members in good standing, their families, and guests accompanying said residents shall have equal access to the Common Area and all facilities located thereon, subject to rules and regulations established by the Association, including the right to place limitations on the number of guests and the right to limit or exclude members, their families, and their guests if the Members owning the property in which they reside are in default in the payment of assessments or in the performance of any other obligation required by this Declaration.

Section 4. Reservation of Rights in the Common Area. Notwithstanding any other provision of this Declaration, Declarant reserves the right to grant easements within the Common Area for the installation, repair, and maintenance of water mains, sewers, drainage courses, public walkways, 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. The Association shall have the right to mortgage any part, parts, or all of the Common Area in connection with the borrowing of money in the furtherance of any of its purposes authorized herein and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder. The Association shall have the right to suspend the rights of any member in connection with the Common Area for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

Section 5. Appurtenant Easements. The recorded plat of ~~Woodlands East Addition~~ reflects numerous easements designated as "5' maint. esmt.") Said easements are created for the benefit of certain lots in the addition to which they are adjacent. Each such lot benefitted by such an easement is deemed a dominant lot and each such lot subjected to and burdened by such easement is deemed a servient lot.



Each easement on the servient lot is for the benefit of and appurtenant only to that lot which is immediately adjacent thereto and is deemed the dominant lot for the particular easement. The owner of the servient lot is hereby granted and assigned the full right to use the easement on said servient lot as the owner of said lot; provided, however, the owner of the dominant lot is hereby granted and assigned the right of full ingress and egress to and from said easement and to come upon, across and along the easement for the sole purpose of repairing the improvements of the dominant owner constructed upon the dominant lot. The owners of the respective lots shall do nothing to interfere with the rights of the other granted hereunder. Said rights are intended and shall inure to and be binding upon the owners of each lot and their respective successors in interest and assigns.

The owner of the servient lot shall maintain the area covered by the easement and all improvements situated therein or thereon and shall indemnify and hold the owner of the dominant lot free and harmless from all loss, damage or liability incident to the use by the dominant owner or by any permissive user of the easement, excepting, however, any loss, liability or damage arising out of the negligence of the owner of the dominant lot.

### ARTICLE III

#### Assessments

Section 1. Assessments. All of the Lots of the Members of the Association shall be subject to an annual assessment charge to be paid by the respective Owners thereof to the Association annually in advance on the 1st day of January, in each year. The Board of Directors of the Association may permit the annual assessment charge to be paid either annually, semiannually or monthly.

Section 2. Determination of Assessments. 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 Lots, and each

Lot shall be assessed an equal amount. 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 Area, 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. Use of Assessment Fund. 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, including the guardhouse; for planting trees and shrubbery and the care thereof; for expenses incidental to the proper operation and maintenance of any recreational facilities located within the Common Area; for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining, or operating any community service; for purchase of insurance; 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 enforcement of these restrictions; 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. Interest on Delinquent Assessments. 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 fifteen percent (15%) per annum or at the then prime rate of The Fourth National Bank and Trust Company, Wichita, whichever is higher.

Section 5. Lien for Delinquent Assessments. It is expressly understood and agreed that the annual assessment charge shall be a lien and encumbrance on the Lot with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any of said Lots, the Owner (not including thereby the mortgagee as long as he is not the Owner) from the 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 said parties.

Section 6. Subordination of Assessment Lien. The lien provided for herein shall be subordinate to the lien of any first mortgage or mortgages. Sale or transfer of any Lot, shall not affect the assessment lien. The sale or transfer of any Lot, 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 from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Right of Association to Enforce Payment of Assessment. By the 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 (except for such sum assessed pursuant to Section 10 hereof), for the calendar year ending December 31, 1982, shall be Three Hundred Dollars (\$300) per Lot. The maximum annual assessment may be increased for any subsequent year to an amount which is no more than ten percent (10%) compounded above the maximum permitted annual assessment for the previous year without a vote of the membership of the Association.

(b) The annual assessment for any year commencing after December 31, 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 vote of the Members in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

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

(d) Declarant shall not be bound by any assessment under this Article on any lot owned by it until the improvements thereon are ready for occupancy.

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 in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

Section 10. Additional Assessments. In order to help provide for a comprehensive neighborhood scheme and an integrally related community, Declarant has entered into certain agreements with the owner of the adjoining property regarding the development of a golf course thereon. In order to induce said owner of the adjacent property to develop such golf course, which golf course will affirmatively contribute to the aesthetic and monetary values of the Addition and the Lots therein, and in order to assist in providing proper maintenance and care of the green spaces thereon and for other consideration hereafter set out, Declarant has contracted with said owner to provide for the additional assessment provided for herein.

In order to assist in providing for the proper maintenance and care of the green spaces located on the adjacent golf course property, there shall be included in the assessment levied by the Association pursuant to the foregoing provisions of this Article III an additional amount determined as hereinafter provided, which amount shall be due and owing Tallgrass Club, owner of the adjacent golf course, its successors and assigns, to be utilized by it in maintaining the landscaping and green spaces of the golf course; provided, however, that the provisions of this Section 10 shall not apply to Declarant. Each

Owner and the Association shall be bound by the provisions hereof as follows:

(a) All sums paid by the Association to Tallgrass Club (or any successor or assign) shall be used by Tallgrass Club (or any successor or assign) to help defray the cost of maintenance and care of the landscaping and green spaces of the golf course, such maintenance and care to be performed by it at such times and in such manner as the said Tallgrass Club (or any successor or assign), in its sole discretion, deems reasonable and appropriate.

(b) The annual assessment payable to Tallgrass Club, its successors or assigns, shall be in the initial amount as set out in Subparagraph (f) hereof. Beginning with calendar year 1983, each annual assessment shall be increased pursuant to the "All Items Figure" of the 1978 revised Consumer Price Index-Urban Wage Earners and Clerical Workers-U. S. City Averages (1967 = 100) (the "BLS Index"), issued by the Bureau of Labor Statistics of the United States Department of Labor, with the initial assessment being predicated on such figure as issued for the month of September, 1981. For each succeeding calendar year said assessment shall be in an amount equal to such assessment for the initial year multiplied by a fraction, the numerator of which shall be the BLS index figure for September of the preceding year, and the denominator of which shall be such figure for September, 1981. In no event, however, shall such amount be less than the initial amount. In the event the BLS index shall hereafter be converted to a different standard reference base or otherwise revised, the determination of the percentage increase shall be made with the use of such conversion factor, formula, or table for converting the index as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, by any other nationally recognized publisher of similar statistical information.

(c) Nothing herein shall be construed as obligating Tallgrass Club, its successors or assigns, to continue the operation of the golf course; however, the obligation of the Association to pay said sums to Tallgrass Club, its successors or assigns, shall continue only so long as Tallgrass Club, its successors or assigns, shall maintain

and operate said golf course. At such time as said property shall cease to be operated as a golf course, and such cessation shall continue for a period of more than six (6) months, then and in that event, the obligation of the Association to pay said sum shall terminate as of the date such golf course first ceased to be so operated.

(d) Said assessment shall be levied and collected as a part of the assessment against each Lot as herein provided, but the collection and payment thereof shall also be the binding obligation of the Association to Tallgrass Club, its successors and assigns, and any failure of any Owner to make payment of such Owner's assessment to the Association shall not diminish the Association's obligation to Tallgrass Club, its successors and assigns, for the full amount of such payment. This provision is for the benefit of said Tallgrass Club and its successors and assigns and may be enforced by it pursuant to law.

(e) The initial annual assessment for calendar year 1981 shall be in the following amount with the obligation as to each Lot or dwelling unit to commence with the first full month after the month in which the golf course or any portion thereof is first opened for play, said assessment to be prorated on a monthly basis for a partial year.

Woodlands East ..... \$60.00 per unit

(f) A similar obligation to Tallgrass Club, its successors and assigns, shall be imposed upon all other residential additions of which Declarant is either owner or part owner and platted within any of the parcels located within the Bluestem Community Unit Plan. The minimum initial annual assessment for calendar year 1981 as to any such additional Lots or dwelling units other than single family, detached, is as follows, the same to be prorated as aforesaid.

Single family detached  
dwelling unit ..... \$120.00 per unit

Duplex, fourplex,  
townhouse, condominium,  
and zero lot line  
dwelling units ..... \$60.00 per unit

Apartment units, being  
defined as 15 or more  
dwelling units per acre ..... \$30.00 per unit

ARTICLE IV

Covenants for Maintenance

Section 1. Maintenance of Lots and Improvements: Lien.  
Each Owner (other than Declarant) shall keep all Lots owned by such Owner 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 exterior 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 Board of Directors, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by 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, remove, 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 or improvement shall be commenced, erected, or maintained upon any Lot, 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 the Board of Directors. In the event the Board of Directors 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. 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 the Board of Directors 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 the Board of Directors, 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 Board of Directors shall have the right, through their agents and employees,

to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the cost thereof shall be a binding, personal obligation of such Owner and the cost may mature into a lien (enforceable in the same manner as a mortgage) upon the Lot(s) in question in the following manner: The Association may record an Affidavit of Nonpayment of Removal or Alteration Charges in the Office of the Register of Deeds of Sedgwick County, Kansas, stating (i) the legal description of the property upon which the lien is claimed, (ii) the name(s) of the Owner(s) of said property, and (iii) 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 fifteen percent (15%) per annum, shall be fully paid, the Association shall, within ten (10) days following payment, file with the Register of Deeds of Sedgwick County, Kansas, an Affidavit of Payment of Removal or Alteration Charges, which Affidavit shall (i) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which has been satisfied, (ii) state the legal description of the property affected, and (iii) 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 preexisting 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 Board of Directors, it 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 the Board of Directors exercises any discretionary or interpretive powers.

Section 6. Right of Inspection. The Association or any of its agents 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 Lot and the maintenance, construction, or alteration of structures thereon are in compliance with the provisions hereof; and neither 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 the Board of Directors, Declarant, 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 nonperformance of any duties or functions under this Article V.

#### ARTICLE VI

##### General Covenants and Restrictions

Section 1. Structures; Division of Lots; Utilities; Trailers; and Fences.

(a) No previously approved structure shall be used for any purpose other than that for which it was originally designed;

(b) No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise;

(c) 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;


(d) No boat, boat trailer, house trailer, camper, camper trailers, recreational vehicles, or similar items shall be stored in and on any street, the Common Area, or in the open on any Lot; and

(e) No fence shall be erected on any Lot, except those expressly permitted by Section 20 of this Article VI and those specifically approved as to location, size, type, and material by the Board of Directors.

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.

*what about whether reserves?*

Section 3. Rights of City of Wichita: Offstreet Parking Requirement. Reserves "A", "B" and "C", in said Addition have been designated as "Common Area" and are to be conveyed to an Owners' Association to be formed prior to the conveyance of any Lot, which Association shall be responsible for the maintenance and upkeep thereof. Until such conveyance, Declarant, as owner, shall be responsible for such maintenance and upkeep. In the event 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 value of the properties within the Addition and to prevent the Common Area from becoming a nuisance, may enter upon said Common Area and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Declarant or the Association may be assessed equally against all the Lots within the Addition in the same manner as provided by law for special assessments, and said assessments may be established as liens upon said Lots. Should the Declarant or the Association, their 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 (20) day period to be provided in said Notice, apply for a hearing before the Board of City Commissioners to appeal said obligations, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

No fence, earth berm, or mass planting shall be placed or permitted within the fifteen foot utility easements adjacent to the public street, nor shall any other planting be permitted which would materially interfere with the flow of storm water run off.

Each of the Lots shall provide four (4) off-street parking spaces per dwelling unit utilizing the garage and driveway.

Section 4. Trees. No tree having a diameter of three (3) 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. Animals.** No birds, reptiles, animals, or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use of animals be conducted on the Properties without the express written consent of the Association. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot. Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and on the Common Area. Dogs and other animals shall not be allowed to trespass on the adjacent golf course whether on leash or not.

**Section 6. Signs.** No sign or other advertising device of any nature shall be placed upon any Lot, except as provided herein. The Association may, in its discretion, adopt and promulgate rules and regulations relating to signs which may be employed. The Association may remove nonconforming signs upon three (3) days' notice to the Owner, such removal to be at the cost of said Owner. In addition to the foregoing, so long as Declarant owns any Lots in the Addition, Declarant may require any Owner, real estate agent, or other person desiring to utilize a sign to advertise a Lot or home for sale, lease, or rent to utilize a standard sign provided by Declarant for which a reasonable rental may be charged by Declarant. The number and location of any such signs shall be subject to reasonable rules adopted by Declarant. Any nonconforming sign may be removed, without notice, by Declarant, and Declarant shall not be liable to anyone in the event of any such removal.

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

**Section 8. No Storage; Trash.** No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed

to accumulate on any Lot or on the Common Area, except building materials may be stored on a Lot during the course of construction of any unit by Declarant. 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.

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

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

Section 11. Motor Vehicles; Garages. No motor vehicles of any type other than maintenance vehicles shall be operated on the Common Area or the sidewalks and bicycle paths, if any, located in the Common Area. Garage doors shall be kept closed at all times except for purposes of entry, exit, or maintenance.

Section 12. Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five (25) feet from the intersection of

the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended past the corner. The same sight line restrictions shall apply to any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to avoid obstruction of such sight lines.

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

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

Section 15. Home Professions and Industries. No profession or home industry shall be conducted in or on any part of a Lot or in any improvements thereon without the specific written approval of the Association. The Association, in its discretion, upon consideration of the circumstances in each case and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Association, to be compatible with a high-quality residential neighborhood.

Section 16. Model Homes and Real Estate Offices. All else herein notwithstanding, any Lot owned by Declarant or persons so authorized by Declarant may be used for a model home or for a real estate office until all homes in the development are sold.

Section 17. Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any Lot, except with specific written approval of the Association. No

machinery shall be placed or operated upon any Lot, except such machinery as is usual in the maintenance of a private residence.

Section 18. Land Use. None of the Lots may be improved, used, or occupied for other than the uses as designated by the recorded plat thereof, the Bluestem Community Unit Plan, or applicable zoning regulations.

Section 19. Fences. No fence shall be constructed or maintained on any Lot except a privacy fence immediately adjacent to any patio appurtenant to a unit, except that this restriction shall not prohibit the construction and maintenance of fences constructed only of black wrought iron which do not exceed six (6) feet in height and which do not materially obstruct the passage of light and air.

Section 21. Set-Back Requirements. No building, structure or other improvement may be constructed or maintained on any Lot which shall violate any set back lines shown on the recorded plat of the Addition.

Section 22. Restrictions not Exclusive. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by the Bluestem Community Unit Plan, 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 VII

##### Enforcement

Section 1. Enforcement. The Association, Declarant, 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,

Declarant, 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 VIII

##### Additional Land

Section 1. Additional Land. Declarant may, from time to time, annex additional real property, including additional Common Areas, to the property covered by this Declaration, 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 ten (10) year period commencing with the date of the recording of this Declaration, Declarant, its successors or assigns, may annex such additional real property in its absolute discretion. From and after the termination of said ten (10) year period, such additional real property may be annexed to the Properties provided that each such annexation is approved in writing by two-thirds (2/3) of the votes of the Members of the Association entitled to vote.

#### ARTICLE IX

##### Power of Assignment and Delegation

Section 1. Power to Assign and Delegate. Declarant shall have the right and power to assign and delegate to the Association, or any successor or successors thereto, at any time and from time to time, all or any part of any of the rights, powers, and authority contained in this Declaration. The initial operation of the Associates shall be by Declarant until 75% of all lots have been sold or until such earlier time as Declarant may relinquish such control to the Association.

ARTICLE X

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 XI

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) year. This Declaration may be amended by an instrument signed by the Owner(s) of not less than seventy-five percent (75%) of the votes in the Addition and recorded in the Office of the Register of Deeds of Sedgwick County, Kansas, or any other public office for recording instruments affecting real property located in Sedgwick County, Kansas, as may hereafter be established; provided, however, that ARTICLE VI, Section 3, shall not be amended without the prior approval of the Wichita Board of City Commissioners and Article III, Section 10, shall not be amended without the prior approval of Tallgrass Club, its successors or assigns.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of this \_\_\_\_ day of \_\_\_\_\_, 1981.

TALLGRASS COMPANY, a Partnership  
By: RITCHIE ENTERPRISES,  
Managing Partner

By \_\_\_\_\_,  
\_\_\_\_\_, a Partner

ACKNOWLEDGEMENT

STATE OF KANSAS     )  
                          ) SS.  
SEDGWICK COUNTY    )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1981, before me, a notary public within and for the County and State aforesaid, came \_\_\_\_\_, a partner of Ritchie Enterprises, Managing Partner of TALLGRASS COMPANY, a partnership, who is personally known to me and known to me to be the same person who executed the foregoing 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 a partner of Ritchie Enterprises, as a partner of Tallgrass Company, for an on behalf of and as the free and voluntary act and deed of said partnership, 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.

My Commission Expires:

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

ACCESS EASEMENT FOR  
TALLGRASS CLUBHOUSE  
GRANT OF EASEMENT  
ADDITION

THIS GRANT OF EASEMENT made this 4<sup>th</sup> day of  
May, 1981, by TALLGRASS COMPANY, a Partnership,  
("Grantor").

WHEREAS, Grantor is the owner of that certain real property situated in Wichita, Sedgwick County, Kansas, legally described as the Southwest Quarter of Section 5, Township 27 South, Range 2 East, Sedgwick County, Kansas; and

WHEREAS, there has been platted within said quarter section an addition known as Tallgrass Clubhouse, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, said addition does not have direct access to a public right-of-way; and

WHEREAS, Grantor desires to provide for such access by creating and granting a permanent easement for ingress and egress.

NOW, THEREFORE, the undersigned does hereby declare as follows:

1. Grantor does hereby grant and convey for the benefit of Tallgrass Clubhouse, an addition to Wichita, Sedgwick County, Kansas, a non-exclusive easement and right-of-way for the purpose of ingress and egress of pedestrian and vehicular traffic over, upon and across that portion of the Southwest Quarter of Section 5, Township 27 South, Range 2 East, Sedgwick County, Kansas, as more particularly described on Exhibit A attached hereto and made a part hereof as if fully set forth at this place.

2. The said easement shall be perpetual and shall be deemed appurtenant to and for the benefit of said addition and all owners thereof, their heirs, successors and assigns.

3. The easement herein created is superior and paramount to the rights of the owner of the servient estate and shall be deemed a covenant that shall run with the land and inure to the benefit of and be binding upon Grantor and its respective successors and assigns.

IN WITNESS WHEREOF, this Grant of Easement is executed the date first above written.

TALLGRASS COMPANY, a Partnership,  
BY: RITCHIE ENTERPRISES, a Partnership,  
Managing Partner

By [Signature]  
a Partner

"Grantor"

page 1

EXHIBIT A

Commencing at the southwest corner of the southwest quarter, Section 5, Township 27 south, Range 2 east of the 6th P.M.; thence easterly along the south line of said southwest quarter bearing N 89° 06' 26" E, 1983.34 feet; thence N 0° 53' 34" W, 40.00 feet to the point of beginning, said point being on the north right of way line of 21st Street North; thence N 0° 53' 34" W, 382.00 feet; thence N 61° 22' 11" E, 185.36 feet; thence N 0° 53' 34" W, 154.00 feet, thence along a curve to the left having a central angle of 12° 14' 33", a radius of 820.00 feet, a length of 175.21 feet, and a chord 174.88 feet long bearing N 14° 34' 48" W; thence S 88° 58' 58" W, 121.27 feet; thence along a curve to the right having a central angle of 14° 20' 11", a radius of 707.00 feet, a length of 176.90 feet and a chord 176.44 feet long bearing S 16° 50' 43" E; thence S 0° 53' 34" E, 140.95 feet; thence S 61° 22' 11" W, 135.49 feet; thence S 0° 53' 34" E, 418.26 feet to the north right of way line of 21st Street North; thence easterly along said north right of way line bearing N 89° 06' 26" E, 70.00 feet to the point of beginning, Sedgwick County, KS.

(page 2 w/retary's acknowledgment  
not xeroxed)

page 3

## Woodlands Part

### Representative of Tallgrass

Request: (58) Accept street dedication of 32' for a 29' paved street - with utility easements (20)' or otherwise.

Suggestion: That this only be used for cut-de-sac streets not thru streets; that fences not be permitted, utilities be in the 12' next to the street and that only grass be in that 12'.

Purpose: Allow for more consistent type of development.

Reduce the actual ROW for public streets

Meeting

Rep from utilities, engineering, fire  
General concern expressed -

Suggestion - keep at ROW as is and reduce front yard setbacks and permit 12 of the required 4 spaces to park in the street ROW.

Questions raised - Were utilities all planned to be in front utility easements.

- How was 100 year flood prepared to be handled

- How could street actually be constructed without a tallgrass construction easement.

- How could people walk in normal parking area if cars are parked in driveway
- # - Concern for emergency vehicles -
  - Too long cul-de-sac - object to design
  - Object to 10' easement
  - Street signs
- # - All irons will be dug up when street is constructed (block corners and control points)
  - Street names.
- # - Concerned with trees, landscaping, vines, trees, buildings constructed right at the street, utility easement line.
  - No berms in front easement because it needs to contain 100 year flood.

Major work on wording in submittal text, restrictive covenants providing that owners will not do certain things in front yards, fences, berms, filling, changing of grade. Have owner assumption for berms.

Warnings needed -

Less than 60' wide lots  
Warning of street ROW from 58  
to 32' with 15' easements on either  
side.

Pepper tree Pygmy

- Eliminate the cul-de-sac -
- 15' easements on south side are not adjacent to 5' setback -
- Where would sidewalks go if petitioned for at a later date?
- How are you going to prevent property owners from landscaping their front yards?
- K & E has warned that if these utilities go in the front yard that people object to their transponder.
- The private sidewalk will go over someone's utility.

FORM 29-1

PAYMENT NOTICE  
City of Wichita

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

DESCRIPTION	AMOUNT

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

FUND \_\_\_\_\_ DUE DATE \_\_\_\_\_

COMMENTS \_\_\_\_\_

DATE \_\_\_\_\_ BY \_\_\_\_\_