

# AMARADO ESTATES CONVENTS

The combined convent documents created over the years since inception in  
1974

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DECLARATION OF COVENANTS AND RESTRICTIONS  
OF THE AMARADO ESTATES,  
HOMEOWNERS' ASSOCIATION,  
WICHITA, SEDGWICK COUNTY, KANSAS

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

ARTICLE I

PROPERTY DISCRIPTION

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

Amarado Estates, an Addition to Wichita, Sedgwick County, Kansas.

ARTICLE II

DEFINITIONS

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

ARTICLES OF INCORPORATION & BY-LAWS

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

ASSOCIATION

The Amarado Estates Homeowners Association, a Kansas non-profit corporation, the members of which shall be all of the several owners of the subject property hereinafter described.

## COMMUNITY FACILITIES

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

## OWNER

Any person or persons who own a residence site in fee simple in any part of Amarado Estates, an Addition to Sedgwick County, Kansas, and the successive successors, assigns, heirs, devisees or personal representatives of such person or persons.

## COMMUNITY OR COMMON AREA

All of the subject property other than the residence sites or lots.

## NOTICE

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

## TRANSFER

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

## UTILITY

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

## ARTICLE III

### INCORPORATION OF EXISTING RESTRICTIONS

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

## ARTICLE IV

### OCCUPANCY: Conduct

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

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

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

## ARTICLE V

### RESTRICTIVE COVENANTS

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

Dogs and other animals shall be confined at all times to the residence site and must be kept on a leash when outside the residence site and in the common areas.

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

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

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

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

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

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

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

## ARTICLE VI

### ASSOCIATION: Powers and Duties

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

Declarant or its successors or assigns shall carry out all of the duties and powers herein delegated to the Association in regard to the real property covered hereby until at least seventy-five (75) percent of the building sites in each separate plat shall have residences constructed thereon occupied in accordance with these Declarations of Covenants and Restrictions. As each separate platted area reaches seventy-five (75) percent of development as aforesaid, such platted area shall be turned over to the Association, which shall then exercise the powers and duties herein set out in regard to such platted area. Owners in platted areas shall not vote in the Association until the management of the particular platted area wherein they reside has been turned over to the Association. Provided, however, that the Declarant may at its option at any time turn the management of any platted area over to the Association. The Association and the Declarant shall cooperate fully in the management of all areas.

Declarant or its successors or assigns shall maintain, develop and manage all unsold portions of the property at its sole cost and the Association shall not levy any assessment against Declarant for any reason; provided, however, that assessments may be levied against the Declarant on a pro rata basis according to the number of building sites owned by the Declarant in such manner that each building site owned by the Declarant or its successors in interest shall be liable for payment of assessments for their proportionate share of the costs of maintaining the common areas, reserves, access easements, other common expenses of the Association as herein set out, and provided, further, that if the Declarant shall exercise its option to turn the management of the platted common areas over to the Association prior to the time that seventy-five (75) percent of development has been attained that at that time the Association shall immediately assume full management and maintenance of such platted common areas.

The Association shall own and maintain the common areas, reserves and access easements. Such areas to be so maintained include the bike path surfaces.

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

#### ASSOCIATION: Operations and Expenses

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

#### ASSOCIATION: Enforcement

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

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

#### ASSOCIATION: Taxes and Assessments

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

## ARTICLE VII

#### ASSESSMENTS AND LIENS: General Assessments

Each Owner shall pay to the Association, the assessments which shall be established by the Association for the operation of the Association and the operation, maintenance, care and improvement of the property. Each residence site within subject property shall be subject to a lien to secure payment of the assessment established against it. The Association shall also have the power to establish and collect special assessments for the care, maintenance and management of common areas against building sites and the owners of building sites covered by this Declaration; provided, however that at the time such special assessments for the care, maintenance and management of such common areas shall be levied that the same shall have become the responsibility of the Association.

#### ASSESSMENTS AND LIENS: Basis and Operation Fund

All general assessments shall be made against each Owner on an equal basis, for each lot or fraction thereof owned by the Owner or Owners; provided that all assessments for care, maintenance and management of the common areas shall be on an equal basis per building site.

Each new Owner shall pay an original charge of ~~\$75.00~~ \$200.00 to the Association to be used as an operating fund for the Association.

#### ASSESSMENTS AND LIENS: Special Assessments

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

#### ASSESSMENTS AND LIENS: Collection and Expenditures

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

#### ASSESSMENTS AND LIENS: Delinquency

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



#### ASSESSMENTS AND LIENS: Notice of Delinquency

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

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

#### ASSESSMENTS AND LIENS: Enforcement of Liens

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

#### ASSESSMENTS AND LIENS: Reservation of Liens

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

#### ASSESSMENTS AND LIENS: Subordination of Mortgages

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

### ARTICLE VIII

#### REPAIR AND RESTORATION: Community Facilities

Should any community facilities or any part or portion thereof, be damaged or destroyed by fire or other casualty or by intentional mischief, the Association shall be responsible for the cost and expense of repair and restoration, and the same shall be done substantially in accordance with the original plans and specifications for the improvement of subject property.

### REPAIR AND RESTORATION: Timing and Completion

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

### REPAIR AND RESTORATION: Approval of Plans

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

## ARTICLE IX

### EASEMENTS: Reservation

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

### EASEMENTS: Reservation of Right of Way

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

## ARTICLE X

### BUILDING SITE LANDSCAPING MAINTENANCE AND CARE

The owner of each building site shall have the right to either in person or by members of his family care for and maintain the landscaping and lawns on such owner's particular building site; or such owner may, in the alternative, have the option of contracting with the Association for such care and maintenance, and in such event the Association shall maintain and care for such landscaping and lawn and be reimbursed by the owner on a fee basis to be established by the Association. In any event, such landscaping shall be consistent and compatible with the landscaping of other building sites and the common areas.

## ARTICLE XI

### ARCHITECTURAL CONTROL COMMITTEE

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

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

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

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

It is further provided that no one-story residential structure shall be constructed on the subject property which contains less than 1300 square feet of living space per family unit and that no one and one-half story residential structure shall be constructed on such property which contains less than 1500 square feet of living space per family unit and that no two-story residential structure which contains less than 1500 square feet of living space family unit shall be constructed upon such property. The square footage above set out to be exclusive of garages, patios, porches or basements. Each living unit shall have a double garage. If construction or alteration or improvements are begun in violation of the terms and conditions of this agreement, said committee, or their successors in interest, may enjoin the erection, establishment or alteration of such improvements, and bring a mandatory injunction action to require the removal thereof.

In case of violation of the restrictions and conditions contained in this declaration, and in the event that the Association or Owners shall fail or refuse to enforce compliance with the restrictions and conditions contained in this declaration, then the Board of Directors of the Amarado Investments Company, Inc. shall have the right, after giving ten (10) days written notice of such intention to the President of the Association, to take legal action to enforce compliance with such restrictions and conditions.

## ARTICLE XII

### MISCELLANESOUS: Acceptance of Provisions by Grantee

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

### MISCELLANESOUS: Interpretations of Restrictions

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

### MISCELLANESOUS: Construction and Validity of Restrictions

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

#### MISCELLANESOUS: Assignment of Powers

Any and all rights and powers of the Declarant provided for in this Declaration and any modification or amendment thereof, may be delegated, transferred, assigned, conveyed or released by Declarant to the Association, and the Association shall accept the same upon the recording of a notice thereof, and the name shall be effective for the period and to the extent stated therein. In a like manner and for a like term, such powers and duties may be assigned to the Amarado Investments Company, Inc., of Sedgwick County, Kansas.

#### MISCELLANESOUS: Title

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

#### MISCELLANESOUS: Waiver and Exceptions

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

#### MISCELLANESOUS: Singular and Plural Masculine and Feminine

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

#### MISCELLANESOUS: Successors in Interest

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

#### MISCELLANESOUS: Amendments

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

MISCELLANESOUS: Common Area Maintenance

In the event that Developer or Amarado Estates shall fail at any time to maintain the Common Areas or fail in any manner to fulfill their obligations relating to the Common Areas, the City of Wichita may serve written notice upon Developer or Amarado Estates setting forth the manner in which Developer or Amarado Estates has failed to fulfill their obligations. Such notice shall include a statement describing the obligation that has not been fulfilled and shall provide a reasonable time within which Developer or Amarado Estates may fulfill the obligation. If said obligation is not fulfilled within the time specified the City of Wichita, in order to preserve the taxable values of the properties within the Community Unit Plan and to prevent the Common Areas from becoming a nuisance, may enter upon said Common Areas and maintain the same until Developer or Amarado Estates shall resume fulfillment of their obligations. All costs incurred by the City of Wichita in carrying out the obligations of Developer or Amarado Estates may be assessed against the Common Areas and said assessments may become tax liens upon said Common Areas.

IN WITNESS WHEREOF, the Amarado Investments Company, Inc. has caused this Declaration to be executed this 11th day of September, 1975.

AMARADO INVESTMENTS COMPANY, INC.

ss.: David H. Brasted  
President of Amarado Homeowners' Assoc.

ss.: Kenneth P. Brasted II  
Secretary of Amarado Homeowners' Assoc.

STATE OF KANSAS, SEDGWICK COUNTY, ss:

The foregoing instrument was acknowledged before me this 11th day of September, 1975, by David H. Brasted, President of Amarado Investments Company, Inc., a Kansas corporation, on behalf of the corporation.

ss.: Sharon L. McDaniel  
Notary Public

My commission expires:

June 18, 1978

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS**  
**OF AMARADO ESTATES,**  
**AN ADDITION TO WICHITA SEDGWICK COUNTYTY; KANSAS**

The undersigned, being the duly authorized officer of The Amarado Estates Homeowners' Association and 75% of the members of said Association, do hereby amend the Declaration of Covenants and Restrictions of Amarado Estates, an Addition to Wichita, Sedgwick County, Kansas, which Declaration was recorded on September 22, 1975, on Film 158, page 1202, in the office of the Register of Deeds of Sedgwick County, Kansas, in the following particulars:

1. Unnumbered paragraph one of ARTICLE V, entitled "Restrictive Covenants," is hereby amended to read as follows:

"The subject property shall be used and occupied for residential purposes only, except as provided in Amendment dated June 10, 1976, and recorded on Film 195 at page 366 of the records in Sedgwick County, Kansas. Not more than one two-family dwelling, with appurtenances, shall be erected on each lot as platted except as hereinafter provided. In the event that Lot 1, Block 5, is ever subdivided into more than one lot, then and in that event not more than one one-family dwelling, with appurtenances, shall be erected upon each new lot of said subdivided lot."

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS**  
**OF AMARADO ESTATES,**  
**AN ADDITION TO WICHITA SEDGWICK COUNTYTY; KANSAS**

The undersigned, being the duly authorized officer of The Amarado Estates Homeowners' Association and 75% of the members of said Association, do hereby amend the Declaration of Covenants and Restrictions of Amarado Estates, an Addition to Wichita, Sedgwick County, Kansas, which Declaration was recorded on September 22, 1975, on Film 158, page 1202, in the office of the Register of Deeds of Sedgwick County, Kansas, in the following particulars:

1. Unnumbered paragraph eight of Article V, entitled "Restrictive' Covenants," shall not apply to Lot 1, Block 1.

All of the remaining provisions of said original Declaration of Covenants and Restrictions above referenced which are not in conflict with the express provisions of this Amendment shall remain in full force and effect as set out in the original instrument.

STATE OF KANSAS } 53  
SEDGWICK COUNTY }  
FILED FOR RECORD AT  
..... P. M.

FILM 200 1016

JUL 19 1976  
2 87448

NO.  
DETTIE F. MCGAHT  
REGISTER OF DEEDS

RATIFICATION OF PLAT OF AMARADO ESTATES,  
AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS  
AND OF DECLARATION OF COVENANTS AND RESTRICTIONS

*Plat*  
*Retain*

THIS RATIFICATION OF PLAT of the following described real property, to-wit:

Amarado Estates, An Addition to Wichita,  
Sedgwick County, Kansas,

and of a Declaration of Covenants and Restrictions which was filed in Film 158 at Page 1202, Document No. 2-48344, in the office of the Register of Deeds of Sedgwick County, Kansas, is hereby made and entered into this 16th day of July, 1976.

WHEREAS, the 22nd day of September, 1975, at 3:35 P.M., there was recorded in the office of the Register of Deeds of Sedgwick County, Kansas, in Book 87, Page \_\_\_\_\_, Document No. 2-48343, a plat of Amarado Estates, an Addition to Wichita, Sedgwick County, Kansas, and

WHEREAS, the Mid Kansas Federal Savings and Loan Association of Wichita, Kansas, was the mortgagee on a mortgage dated December 20, 1974 and filed for record in Book 126 of Mortgages at Page 1073, Document No. 216878 in the office of the Register of Deeds of Sedgwick County, Kansas, and

WHEREAS, through oversight the said mortgagee failed to sign or acknowledge such plat, and

WHEREAS, on the 22nd day of September, 1975, at 3:35 P.M. there was filed with the Register of Deeds of Sedgwick County, Kansas, at Film 158, Page 1202, Document No. 2-48344, a Declaration of Covenants and Restrictions of Amarado Estates, an Addition to Wichita, Sedgwick County, Kansas, and

WHEREAS, through oversight the said Mid Kansas Federal Savings and Loan Association of Wichita, Kansas, who were at that time a mortgagee in regard to such property, failed to ratify such Declaration.

WITNESSETH IF THEN, that the said Mid Kansas Federal Savings and Loan Association of Wichita, Kansas, does hereby ratify and approve as if it had originally executed the above-described plat and the above-described Declaration of Covenants and Restrictions as if they had originally signed and acknowledged the same. The consideration for this ratification is the enhancement of the security, which by reason of the mortgage aforesaid secures the debt which is owed by Amarado Investment Co., Inc., to the said Mid Kansas Federal Savings and Loan Association of Wichita, Kansas.

IN TESTIMONY WHEREOF, the said corporation has caused this Ratification to be executed.

MID KANSAS FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF WICHITA, KANSAS

By: Kenneth P. Brasted  
Kenneth P. Brasted, President

ATTEST:

David P. Brasted  
David P. Brasted, Sr., Vice  
President and Secretary



Approved / Accepted By City Council  
JUL 11 1989

This \_\_\_\_\_

RESTRICTIVE COVENANT

THIS DECLARATION made this 24<sup>th</sup> day of May, 1989, by Richard H. and Ann T. Egelhof, husband and wife.

WITNESSETH, that the undersigned, Richard H. and Ann T. Egelhof, are the owners of the following described real property situated in Sedgwick County, Kansas, to-wit:

Lot 40, Block 4, in Amarado Estates Addition to Wichita, Sedgwick County, Kansas,

and the undersigned do hereby create and impose on the part of said Lot 40 described as follows:

The west 40 feet of the east 50 feet of the north 15 feet of Lot 40, Block 4, Amarado Estates, an Addition to Wichita, Sedgwick County, Kansas,

a condition and restriction that no permanent structure shall be constructed, allowed or maintained on said lesser included tract, last described above, except for an unenclosed swimming pool with fixtures and apron appertinent thereto.

It is further declared that no portion of said Lot 40 shall be deemed subject to this declaration except for the lesser included tract last described above, and that this declaration shall run with the land and shall be binding on the present owner, his heirs and assigns, and all parties claiming title by, through or under the owner.

WITNESSETH my hand and seal the day and year first above written.



Richard H. Egelhof  
Richard H. Egelhof

Ann T. Egelhof  
Ann T. Egelhof

STATE OF KANSAS )  
COUNTY OF Sedgwick ) SS

The foregoing Restrictive Covenant was acknowledged before me this 24 day of May, 1989, by and Richard H. & Ann T. Egelhof

Deborah Washburn  
Notary Public

My appointment expires:  
3-18, 1991

City clerk

97-1606

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS OF THE AMARADO ESTATES HOMEOWNERS' ASSOCIATION

THIS AMENDMENT is made and entered into effective November 16, 1993, by The Amarado Estates Homeowners' Association, A Kansas non-profit corporation (hereinafter the "Association"), together with the members of the Association.

W I T N E S S E T H:

WHEREAS, that certain Declaration of Covenants and Restrictions of The Amarado Estates, an addition to Wichita, Sedgwick County, Kansas was recorded in the Sedgwick County Real Estate records on September 22, 1975 at Film 158, page 1202, et seq. (the "Declaration"); and

WHEREAS, Article XII of the Declaration provides in part that the Declaration may be amended by an instrument in writing, duly recorded, and executed by the Association and approved by not less than 75% of the members of the Association; and

WHEREAS, the Association and more than 75% of its members desire to amend the Declaration as provided herein.

NOW, THEREFORE, the Declaration is hereby amended to add the following paragraph as part of Article XI:

"The roofs of all buildings shall be constructed of wood shingles, slate, tile or other roofing materials as approved from time to time by a majority of the members of the Architectural Control Committee and a majority of the officers and/or members of the Board of Directors of the Association."

The Association hereby certifies by attached affidavit that the Member's Consent and Approval, which is incorporated herein by reference, has been executed by not less than 75% of the members of the Association and is kept by the secretary with the minutes of the 1993 annual meeting.

Except as otherwise provided herein, the Declaration shall remain in full force and effect in accordance with its original terms.

IN WITNESS WHEREOF, this Amendment was executed the day and year first above written.

*Duane M. Hansen*  
DUANE M. HANSEN, President

Attest:

*Mary Ann Baker*  
MARY ANN BAKER, Secretary

8.00  
CK

Duane M. Hansen, Pres.  
1466 Valley View Court  
Wichita, KS. 67212

AFFIDAVIT

Mary Ann Baker, of lawful age, being first duly sworn on her oath, deposes and states:

1. That she was the duly elected secretary for the Amarado Estates Homeowners' Association, a Kansas non-profit corporation from November 1993.
2. That the Consent and Approval to Amendment was signed by over 75% of the Association.
3. That the original of the Amendment to Declaration of Covenants and Restrictions of the Amarado Estates Homeowners' Association dated November 16, 1994, along with the original of the Consent and Approval to Amendment are kept by the Secretary of Amarado Estates Homeowner's Association with the minutes of the November 1993 annual minutes of the Association.

AMARADO ESTATES HOMEOWNERS' ASSOCIATION

Mary Ann Baker  
MARY ANN BAKER, Secretary

Subscribed and sworn to before me on this 22nd day of November, 1994.

Christine R. Wetta  
NOTARY PUBLIC



STATE OF KANSAS  
SEDGWICK COUNTY  
FILED FOR RECORD AT  
NOV 22 1994  
NO. 1422714  
PAT KETTLER  
REGISTER OF DEEDS

Ed Reed  
Deputy

6.00  
CK Suzanne M. Hansen  
1406 Valleyview Court  
Wichita, KS 67212

**Addendum (November 2003) Please Note**

ARTICLE VI - ASSESSMENTS AND LIENS: Basis and Operation Fund:

(See page 5 of DECLARATION OF COVENANTS AND RESTRICTIONS...)

A \$200 NEW MEMBER FEE was established November 19, 2002; replacing the \$75 charge for each new owner.

**ROOF COVENANTS AND RESTRICTIONS**

A request for all roofing projects (including type of roofing materials, installation methods and accessories) must be submitted in writing to the Chairman of the Amarado Architectural Control Committee for approval of requested roofing project; **and done so prior to beginning any work relative to said roofing project.** If homeowner does not have a written approval from the Chairman of the Amarado Architectural Control Committee, or his designee, and the roofing project is begun and / or finished; it will be required that the homeowner correct any and all unapproved work that has begun and / or was completed, all at the homeowner's own expense.

Please contact the Chairman of the Amarado Architectural Control Committee for a current listing of approved roofing methods, types of materials and accessories.

(See also Architectural Control Committee Guidelines elsewhere on this site)