

**PLANNING COMMISSION AGENDA
CITY OF PRAIRIE VILLAGE
TUESDAY JULY 1, 2014
7700 MISSION ROAD
7:00 P.M.**

I. ROLL CALL

II. APPROVAL OF PC MINUTES - JUNE 3, 2014

III. PUBLIC HEARINGS

IV. NON-PUBLIC HEARINGS

**PC2013-120 Final Plat Approval
Chadwick Court
Zoning: RP-1b
Applicant: Robert Royer**

V. OTHER BUSINESS

**Proposed Revisions to Wireless Communications Regulations regarding
existing site improvements**

VI. ADJOURNMENT

Plans available at City Hall if applicable
If you cannot be present, comments can be made by e-mail to
Cityclerk@Pvkansas.com

***Any Commission members having a conflict of interest, shall acknowledge that conflict prior to the hearing of an application, shall not participate in the hearing or discussion, shall not vote on the issue and shall vacate their position at the table until the conclusion of the hearing.**

PLANNING COMMISSION MINUTES
June 3 , 2014

ROLL CALL

The Planning Commission of the City of Prairie Village met in regular session on Tuesday, June 3 2014, in the Municipal Building Council Chambers at 7700 Mission Road. Chairman Bob Lindeblad called the meeting to order at 7:00 p.m. with the following members present: Nancy Wallerstein, Jim Breneman, Larry Levy, Randy Kronblad and Gregory Wolf.

The following persons were present in their advisory capacity to the Planning Commission: Ron Williamson, City Planning Consultant; Kate Gunja, Assistant City Administrator; Keith Bredehoeft, Public Works Director; Jim Brown, Building Official and Joyce Hagen Mundy, City Clerk/Planning Commission Secretary.

APPROVAL OF MINUTES

Nancy Wallerstein moved the approval of the Planning Commission minutes of May 6, 2014, as written. The motion was seconded by Randy Kronblad and passed by a vote of 5 to 0 with Wolf abstaining.

PUBLIC HEARINGS

There were no Public Hearings scheduled.

NON PUBLIC HEARINGS

**PC2014-114 Approval of Sign Standards
5300 West 94th Terrace**

Brad Miller with Fast Signs Overland Park, 8844 West 95th Street, stated his client would like to place two signs on the south facade of the building at 5300 West 94th Terrace. When submitting for a sign permit, he was advised that as a multi-tenant building, the office building needs sign standards. He has submitted draft sign standards and the proposed facade signage. Mr. Miller stated that he has reviewed the staff report and recommendations and is in agreement with them.

Ron Williamson noted that currently the only sign on the building is for NOWA Technology at the west end of the south facade. NOWA occupies the second floor and Wolfgang Trost Architects occupies the first floor. Normally only one sign is permitted on a building façade, but the Planning Commission may approve more than one sign through approval of sign standards that address all the signage for a specific project or building.

The applicant has submitted sign standards and graphics for the proposed Wolfgang Trost Architects and the logo. The lettering is the same as NOWA and this drawing will

be a part of the sign standards approved for this building. Staff finds the design and the materials for the signage to be acceptable and has recommended some minor changes to the proposed sign standards.

Under the Introduction section the words at the end of the paragraph, "to the Prairie Village Planning Commission" should be deleted and replaced with "for a sign permit". The word "construction" at the end should be deleted or text added as appropriate. In the event the applicant desires to construct a monument sign in the future, a section should be added, "Monument Sign". The text should be "Monument sign design shall be approved by the Planning Commission prior to obtaining a sign permit." Adding this section will eliminate the need to amend the sign standards in the future.

Nancy Wallerstein moved the Planning Commission approve the proposed sign standards for 5300 West 94th Terrace permitting two signs on the south facade of the building, based on the graphics submitted with the applicant revising the text of the sign standards as recommended and resubmitting the revised sign standards for staff review and approval. The motion was seconded by Randy Kronblad and passed unanimously.

PC2013-120 Preliminary Plat Approval Chadwick Court

Commissioner Larry Levy recused himself due to a conflict of interest and left the room.

Bob Royer, 7805 Mission Road, stated that he had received the staff report and recommended conditions for approval and addressed each condition.

1. He agrees with this condition.
2. He stated that WaterOne will maintain and service the water line and fire hydrant located on the east side of the private road.
3. The trees to be removed were identified in an earlier submittal.
4. Covenants have been submitted and will be filed.
5. Gas, water and sewer easements will be provided to Lot 7.
6. He has submitted final drawings to Public Works and will resolve any issues regarding stormwater management and submit construction drawings.
7. The design of the private drive will comply with city standards and plans and specifications will be submitted to Public Works for review and approval.
8. He does not want to construct a sidewalk on one side of the private street. He noted in an earlier meeting that there is no connectivity. This private street does not go anywhere or connect to any other streets. With the limited setback he feels the placement of a five foot sidewalk would serious impact greenspace and is totally unnecessary as well as costly to construct.
9. The requested information will be included on the Final Plat.

Ron Williamson noted the proposed Preliminary Plat is a seven lot plat of an unplatted parcel of land that is occupied by one large dwelling at the south end of the tract. The property was recently rezoned to RP-1B Single-Family Dwelling District and the minimum lot size is 6,000 square feet with a minimum lot width of 60 feet. The area of the parcel is approximately 2.7 acres and the smallest lot, #1, is 8,030.3 sq. ft. which is larger than the minimum lot size.

STREETS

The applicant is proposing to serve the seven lots with a 26' wide curb and guttered private street. The street will be located within Tract A as shown in the plat. The private drive will be constructed to City standards.

The existing half street right-of-way for 75th Street is 30' at this location. Immediately to the east, the half street right-of-way is 40', while to the west it is 30'. Based on the Village Vision Concept plan for 75th Street, it is recommended that an additional 10' of half street right-of-way be dedicated to the City.

SIDEWALKS

The City is in the process of rebuilding sidewalks on all of 75th Street and filling in where sidewalks do not exist. So the sidewalk on 75th Street will be provided as part of the City project. It is the opinion of Staff, however, that sidewalks should be provided on all streets and recommend that sidewalks be installed on one side of the private street.

UTILITIES

There is an existing sewer line and easement in proposed Lot 1. The line will need to be relocated and the easement vacated. A 15 foot wide sewer easement is proposed on the east side of the private drive, but it does not reach Lot 7. An email has been received from Johnson County Wastewater approving the proposed easement and line relocation.

An existing 4" private water main crosses the property diagonally; however, the applicant indicates it has been relocated and abandoned. The proposed plat shows an easement running along the west side of the private drive. A letter will need to be obtained from Water One approving the easement. The proposed easement does not reach Lot 7.

STORM DRAINAGE

A stormwater management plan has been prepared and submitted to Public Works for review and approval. Obviously, this will be a significant increase in stormwater run-off from what exists now. The applicant has proposed a typical open-air dry detention pond adjacent to 75th Street. The applicant has submitted a stormwater management plan which has been reviewed and approved by the City's Stormwater Consultant and Public Works. There will be a detention basin on each side of the proposed private street. The west basin is approximately 76 ft. long and 27 ft. wide and the east basin is approximately 82 ft. long and 27 ft. wide. At the deepest point the west basin is about 9 ft. and the east basin is about 8 ft. in depth. The basins will be fenced.

GAS LINE

The plan shows a gas line in the private drive that dead ends on the property but no easement is indicated.

TREES

Preserving the vegetation is extremely important environmentally and particularly since many of the trees on this site are mature. The applicant has identified major trees on the site. Every effort needs to be made to preserve the trees on the east and west property lines.

SITE DISTANCE

The visibility exiting from the site appears to be adequate. The drive is being relocated to the west and the visibility will be improved.

The applicant held a public information meeting on August 26, 2013 for the neighbors and three households attended. Questions were asked, but none of them pertained to issues of platting.

Chairman Bob Lindeblad led the Commission in consideration of the factors and conditions for subdivision approval:

1. The size of the lots which currently abut the proposed subdivision:

The lots on the west side average 0.59 acres; however, there is one lot that is 0.89 acres which raises the average. The lots to the south average 0.26 acres. The lots north of 75th Street average 0.37 acres. The lots to the east average 0.32 acres. The average area of the proposed six lots is 0.19 acres. If Lot 7, which is large, is added in, the average is 0.33 acres. The lot sizes shall be as approved on the Preliminary Development Plan.

2. The average size of lots which are within 300 feet of the proposed subdivision:

The average size of the lots within 300' of the boundaries of the proposed subdivision is 0.32 acres.

3. The fact that the width of the lot is more perceptive and impacts privacy more than the depth or the area of the lot:

The lot widths and depths shall be as approved on the Preliminary Development Plan for the RP-1B zoning. The proposed lot widths of 81 ft., 91 ft. and 96 ft. exceed the requirements of the R-1B district which is 60 ft.

4. The likelihood that the style and cost of homes to be built today may be quite different from those which prevailed when nearby development took place:

The trend in Prairie Village is to build larger homes on infill lots. It therefore can be assumed that their new homes will be larger and higher priced than other existing homes in the area.

5. The general character of the neighborhood relative to house sizes, aging condition of structures, street and traffic conditions, terrain, and quality of necessary utilities:

This neighborhood is quite diverse in the size and age of its housing. The houses on the east and south are moderate in size and were built in the late 1950s. The houses to the west are larger and built on larger lots. They were, for the most part, built in the early 1970s. The existing house on this lot was built in 1928. There are only seven lots proposed so the volume of traffic will be insignificant. Utilities are either on the site or readily available. The tract slopes from Lot 7 north to 75th Street through the proposed six lots. The elevation change is approximately 20 ft. Lot 7 slopes to the south property line.

6. The zoning and uses of nearby property:

The property to the east, west and south is zoned R-1A and to the north is zoned R-1B. All the surrounding land use is single-family dwellings.

7. The extent to which the proposed subdivision will, when fully developed, adversely or favorably affect nearby property:

The development of this subdivision should favorably impact the neighborhood because the homes will be newer and therefore more expensive. The higher priced homes will have a positive effect on the values of the other homes in the neighborhood. A detention facility will be constructed adjacent to 75th Street which should help control stormwater runoff for the homes to the north.

8. The relative gain to the public health, safety, and general welfare if the subdivision is denied as compared to the hardship imposed on the applicant:

If the subdivision is not approved, the land will remain idle and undeveloped which will not benefit the public. This is a large tract of land that can support a more intense or higher density development with homes that provide the types of amenities that are desired by today's home buyers.

9. Recommendations of the City's professional staff:

After performing a detailed review of the proposed plat, it is the opinion of Staff that this is a good proposed use of this land and that the subdivision fits well and will be compatible with the existing neighborhood. It is the opinion of Staff that it should be approved subject to the resolution of several technical issues. The plat is generally in accordance with the approved final development plan.

9. The conformance of the proposed subdivision to the policies and other findings and recommendation of the City's Comprehensive Plan:

One of the primary goals of the Village Vision is to increase the density and intensity of development and to develop infill areas with housing products that meet the needs and desires of today's market.

Jim Breneman asked if approval of the plat included approval of the landscape plan. Mr. Williamson responded that the landscape plan is still being worked on. The applicant is proposing planting trees in the detention basin, which has to be approved by Public Works and the general landscape plan needs to be approved by the City's Tree Board. Mr. Royer responded that he felt the trees in the detention basis would serve to soften the appearance of the nine foot basin.

Bob Lindeblad asked for the height of the detention basin. Mr. Royer responded the detention basin has 9 foot walls on the east going towards the houses, along 75th Street the height is 4 feet. It is constructed from a concrete block material and has a fence/guard rail on top.

Mr. Lindeblad confirmed the fence/rail will be on all four sides where the wall height is more than 30 inches.

Mr. Lindeblad asked for clarification on the appearance along 75th Street. Keith Bredehoeft responded there will be a five foot city sidewalk with a ten-foot right-of-way to the south in which Mr. Royer has proposed to plant trees adjacent to the fence/wall of the detention basin.

Jim Breneman expressed concern with the proposed steepness reflective on the gravity wall presented.

Randy Kronblad expressed concern with the grading plan particularly between the residences. He does not feel there is adequate drainage to get the water from the front to the back. Bob Royer explained how the proposed drainage would flow. Mr. Kronblad noted it will be a tight fit between the finished contours. He noted minimal contour to foundation changes on lot 4 with a five foot drop coming off from lot 5. Ron Williamson advised that Public Works will have to approve the proposed drainage for each lot prior to the issuance of any building permits.

It was noted that the plans show an eight inch water line in some locations and a six inch water line in others, Commissioners asked which was accurate. Mr. Royer stated that he was not certain, but that is the responsibility of WaterOne.

Bob Lindeblad stated he thought the Commission waived the sidewalk requirement during the earlier approval of the site plan. Mr. Royer noted that most of the sidewalk would be on actual driveway space.

Nancy Wallerstein moved the Planning Commission approve the Preliminary Plat and authorize the preparation of the Final Plat, subject to the following conditions:

1. Dedicate an additional 10' of right-of-way for the south side of 75th Street.
2. Indicate who will maintain the water line and fire hydrant located on the west side of the private road.
3. Identify those trees that will be removed and protect the trees on the east and west property lines.
4. Revise the covenants that will be filed to guarantee the maintenance of the private roadway, the stormwater detention area, and any other private improvements on the property as requested by Staff. The applicant has submitted preliminary covenants that are being reviewed by Staff.
5. Provide gas, water, and sewer easements to Lot 7.
6. Resolve any issues with Public Works regarding stormwater management and submit construction drawings.

7. Design the private drive to City standards and submit the plans and specifications to Public Works for review and approval.
 8. Pickets on the guard rail shall be 4" not 6" on center.
 9. Submit the following information with the Final Plat:
 - a. A copy of the revised covenants.
 - b. A title opinion or attorney's opinion stating the name of the owner and the names of all other persons or institutions that have an interest or encumbrance on the property.
 - c. A receipt showing all taxes due and payable have been paid.
 - d. Construction documents for all proposed improvements.
 - e. An engineer's estimate of construction cost in order to determine the amount of the bond or other surety required to guarantee the improvements.
 10. Clarify the size of the water line - 6 inch or 8 inch.
- The motion was seconded by Gregory Wolf

Keith Bredehoeft noted the city's storm drainage engineer, in his evaluation of the stormwater concept plan, expressed concerns with the practicality of all vegetated areas of the development being native vegetation. The landscape plan that was submitted does not show all vegetated areas being native vegetation. The planting of turf vs. native vegetation does alter the stormwater calculations.

Bob Lindeblad asked if there was any monitoring to ensure the native grasses were growing. Mr. Bredehoeft stated residential properties are not generally monitored.

Bob Lindeblad confirmed that individual property owners are responsible for the maintenance of their properties with the common areas maintained by the association. Mr. Royer stated he is not concerned with long-term possible changes. He is very familiar with native vegetation and feels it will meet the requirements.

Nancy Wallerstein asked if the homes association could be required to monitor compliance with the BMP for natural vegetation. Mr. Williamson responded that requirement could be added to the covenants.

Bob Lindeblad expressed his continuing frustration with this application being considered in piecemeal with items changing after their presentation to the Commission and information given too late in the approval process. Ron Williamson stated the Commission could require that a revised final landscape plan be submitted for staff review and approval. Mr. Royer stated if the city would waive the requirement and allow turf grasses all of the problems would go away. He will comply but he does not feel it will provide the outcome the City wants. Mr. Lindeblad responded that the City needs to uphold the ordinances and code that it has adopted.

Nancy Wallerstein moved to amend her initial motion by adding the following conditions: 11) that the covenants be revised to reflect that the Homes Association is responsible for compliance with BMP for natural vegetation as set forth in the drainage study. and 12) that the applicant resubmit an updated final landscape plan showing compliance with the BMP requirements. Gregory Wolf seconded the amendment

The motion as amended was voted on and passed unanimously.

Larry Levy returned to his seat for the remainder of the Commission meeting.

OTHER BUSINESS

Ron Williamson noted that recently there have been several minor facility changes to wireless communications installations as they upgrade to meet the level of competitors. Most of these have been very minor; however, current code requires they be handled by the Planning Commission through site plan approval. It is the opinion of staff that the majority of these improvements could be handled administratively by Staff review.

Last month the city had four antenna changes. He has been advised by applicants for AT&T that 4 more changes are forthcoming for the fire district monopole; 1 change on the 9011 Roe installation, 2 changes to the 7700 Mission Road tower and one change to the 63rd & Mission Road monopole.

Mr. Williamson stated this could be done formally through an ordinance revision or could be done temporarily as a directive to staff from the Commission.

Gregory Wolf asked what would be considered "minor"? He would be more comfortable if the Planning Commission was somehow involved in the interpretation and suggested that the determination be made by staff with the approval of the Planning Commission Chair. Randy Kronblad noted that he had suggested several months ago that these be dealt with administratively.

Gregory Wolf moved the Planning Commission direct staff, upon authorization of the Planning Commission Chair, to administratively approve minor facility changes to wireless communications installations. The motion was seconded by Randy Kronblad and passed unanimously.

Nancy Wallerstein requested that staff submit to the Commission reports on changes that have been handled administratively.

Mr. Royer was advised that in order to have final plat consideration at the July 1st Planning Commission meeting, his documents had to be submitted to the City Clerk by the end of the day on Friday, June 6th.

The Planning Commission Secretary reported the other items on the July 1st agenda are two applications for variances to the Board of Zoning Appeals. One is for a residential front yard setback and the other for a residential side yard setback.

ADJOURNMENT

With no further business to come before the Commission, Chairman Bob Lindeblad adjourned the meeting at 8:00 p.m.

Bob Lindeblad
Chairman

STAFF REPORT

TO: Prairie Village Planning Commission
FROM: Ron Williamson, FAICP, Lochner, Planning Consultant
DATE: July 1, 2014, Planning Commission Meeting

Project # 000009686

Application: PC 2013-120

Request: Final Plat Approval for Chadwick Court

Property Address: 3101 West 75th Street

Applicant: Robert Royer on behalf of Robert Mogren

Current Zoning and Land Use: RP-1B Single-Family District – Single Family Dwelling

Surrounding Zoning and Land Use: North: R-1B Single-Family District – Single Family Dwellings
East: R-1A Single-Family District – Single Family Dwellings
South: R-1A Single-Family District – Single Family Dwellings
West: R-1A Single-Family District – Single Family Dwellings

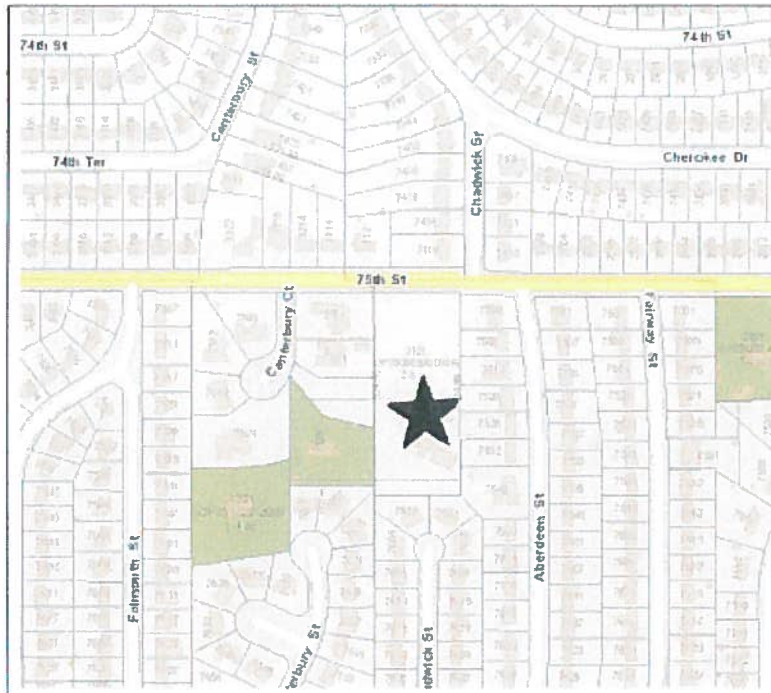
Legal Description: Unplatted – Metes & Bounds

Property Area: 117,519 sq. ft. or 2.7 acres

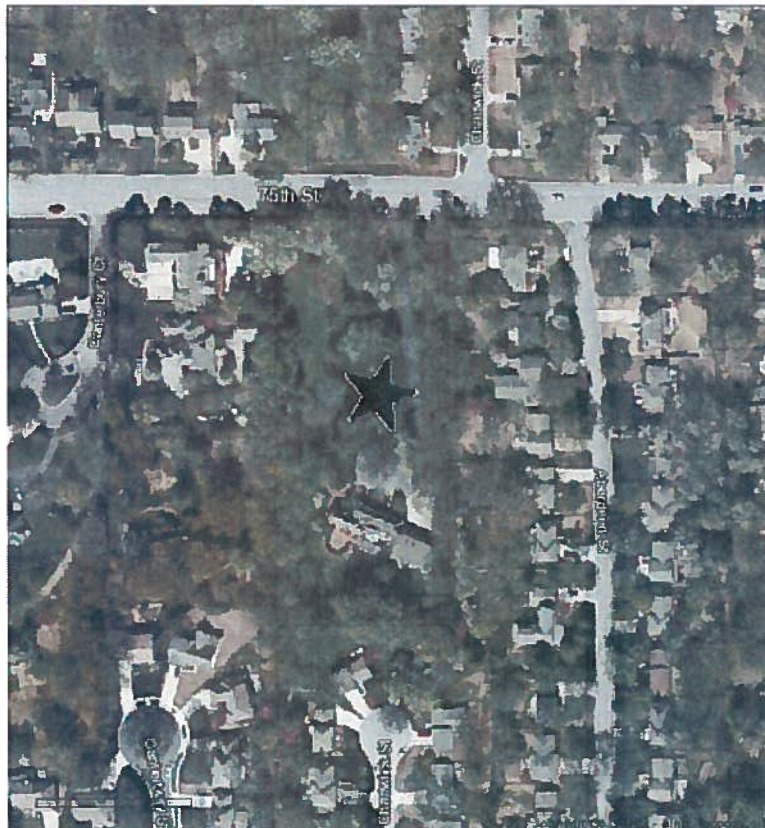
Related Case Files: PC 2007-114 Preliminary Plat of Mogren's Subdivision
PC 2013-08 Rezoning from R-1A to RP-1B

Attachments: Plans and Photos

General Location Map



Aerial Map



COMMENTS:

At its regular meeting on June 3, 2014, the Planning Commission approved the Preliminary Plat and authorized the preparation of the Final Plat, subject to the following conditions:

1. Dedicate an additional 10' of right-of-way for the south side of 75th Street.
The 10' dedication is shown on the Final Plat
 2. Indicate who will maintain the water line and fire hydrant located on the west side of the private road.
Water One will maintain the water line.
 3. Identify those trees that will be removed and protect the trees on the east and west property lines.
The applicant resubmitted the tree removal plan. The applicant plans to preserve the major trees on the east and west property lines, but all the internal trees will be removed.
 4. Revise the covenants that will be filed to guarantee the maintenance of the private roadway, the stormwater detention area, and any other private improvements on the property as requested by Staff.
The applicant has submitted preliminary covenants that are being reviewed by Staff and some revisions will be necessary.
 5. Provide gas, water, and sewer easements to Lot 7.
The applicant is coordinating this with the utilities and will indicate the appropriate easements when the utilities decide on the location and width of those easements. Proposed easements for water and sanitary sewer were shown on the Preliminary Plat, but are not shown on the Final Plat.
 6. Resolve any issues with Public Works regarding stormwater management and submit construction drawings.
The applicant has met with Public Works, resubmitted the stormwater plan and resolved all design issues with the exception of proposed trees in the detention ponds. The Tree Board will address this issue. The fence detail has been revised and the pickets are 4" on center.
 7. Design the private drive to City standards and submit the plans and specifications to Public Works for review and approval.
The applicant has submitted plans and specifications to Public Works and they are adequate for construction.
 8. Clarify the size of the water line.
The water line will be 6" in diameter to the fire hydrant and will be 2" in diameter from the hydrant south to serve lots 3, 6 and 7.
 9. Revise the covenants to reflect that the Homes Association is responsible for compliance with BMP for natural vegetation as set forth in the drainage study.
This has been done.
 10. Resubmit an updated final landscape plan showing compliance with the BMP requirements.
This has been submitted and will be reviewed by the Tree Board.
 11. Submit the following information with the Final Plat:
 - a. A copy of the revised covenants.
This has been submitted.
 - b. A title opinion or attorney's opinion stating the name of the owner and the names of all other persons or institutions that have an interest or encumbrance on the property.
This has been submitted.
-

- c. A receipt showing all taxes due and payable have been paid.

This has been submitted and all taxes due and payable have been paid.

- d. Construction documents for all proposed improvements.

Documents have been submitted to Public Works.

- e. An engineer's estimate of probable construction cost in order to determine the amount of the bond or other surety required to guarantee the improvements.

The engineer's estimate of probable cost has been submitted and the estimate for improvements is \$330,000.

Prior to the recording of the Final Plat, it will be necessary for the property owner to either construct all the proposed improvements or provide a financial guarantee to the City that the proposed improvements will be constructed. The applicant has expressed a preference to construct all the improvements prior to recording the Final Plat. It is the responsibility of the City to ensure that all improvements are made and the lots are buildable when the Final Plat is approved.

RECOMMENDATION:

It is the recommendation of Staff that the Planning Commission approve the Final Plat of Chadwick Court and forward it on to the Governing Body for its acceptance of rights-of-way and easements, subject to the following conditions:

1. That the applicant show easements for water, sewer and gas on the Final Plat, subject to approval of Staff. The Final Plat will not be released for recording until such time as the easements are shown on the plat.
2. That the applicant construct and install all proposed improvements prior to the recording of the Final Plat. The Mayor and City Clerk shall not sign the Final Plat and the City will not release the Final Plat for recording until all improvements are installed, subject to the approval of Public Works.
3. That the applicant submit three (3) copies of the revised Final Plat to Staff for final review and approval.
4. That the applicant revise the Declaration of Conditions and Covenants, and the Declaration of Restrictions as recommended by Staff and submit three (3) revised copies to the City for the record.

CHADWICK COURT
A REPLAT OF LOT A, SOMERSET HILLS
A SUBDIVISION IN THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS
A PART OF THE SW 1/4 OF SECTION 22-T12S-R25E

PROPERTY DESCRIPTION: Overall Plat Boundary
 Containing 117,601.2 Square Feet or 2.7 Acres More or Less

All of Lot A, SOMERSET HILLS, a subdivision in the City of Prairie Village, Johnson County, Kansas, situated in the Southwest Quarter of Section 22, Township 12 South, Range 25 East and being more particularly described as follows:

BEGINNING at the Southeast corner of said Lot A; thence South 87°51'59" West along the South line of said Lot A, a distance of 224.28 feet to the Southwest corner thereof; thence North 02°24'49" West along the West line of said Lot A, a distance of 524.40 feet to the Northwest corner thereof; thence North 87°53'31" East along the North line of said Lot A, a distance of 224.28 feet to the Northeast corner of said Lot A; thence South 02°24'49" East along the East line of said Lot A, a distance of 524.30 to the POINT OF BEGINNING.

DEDICATIONS:

The undersigned proprietor of the above described tract of land has caused the same to be subdivided in the manner as shown on the accompanying plat, which subdivision shall hereafter be known as: "CHADWICK COURT"

The undersigned proprietor of said property shown on this plat does hereby dedicate for public use and public ways and thoroughfares, all parcels and parts of land indicated on said plat as streets, terraces, places, roads, drives, lanes, avenues and alleys not heretofore dedicated. Where prior easement rights have been granted to any person, utility or corporation on said parts of land so dedicated, and any pipes, lines, poles and wires, conduits, ducts or cables heretofore installed thereupon and thereon are required to be relocated, in accordance with proposed improvements as now set forth. The undersigned proprietor hereby absolves and agrees to indemnify the City of Prairie Village, Johnson County, Kansas from any expense incident to the relocation of any such existing utility installations within said prior easement.

The undersigned proprietor of the above described land hereby consents and agrees that the Board of County Commissioners of Johnson County, Kansas, and the City of Prairie Village, Johnson County, Kansas, shall have the power to release such land proposed to be dedicated for public ways and thoroughfares, or part thereof, for public uses, from the lien and effect of any special assessments, and that the amount of unpaid special assessments on such land dedicated, shall become and remain a lien on the remainder of this land fronting or abutting on such dedicated public way or thoroughfare.

Tract "A" will be owned and maintained by the Chadwick Court Association, Inc. This tract is intended to be used for private/public open space, which includes various amenities and a private street for ingress/egress. Maintenance for such amenities and private street which serve this plat shall be the responsibility of the Chadwick Court Association, Inc.

The Chadwick Court Association, Inc. shall be responsible for maintaining and repairing the storm drainage improvements and the storm water detention facilities (located at the north end of Tract "A"), and shall establish annually the cost for maintenance and repairs, which shall be shared equally by all homeowners through Chadwick Court assessments. The association shall have the storm water system inspected annually and shall furnish a certification on or before May 1 of each year (by a professional engineer licensed in the State of Kansas) to the Director of Public Works, verifying that the detention facilities and all storm water lines and related improvements are fully functional as approved by the City as part of the Storm Water Management Plan and the Permit.

Building Lines (B/L) or Setback Lines are hereby established as shown on the accompanying plat. No building or portion thereof shall be constructed between this line and the associated lot line.

IN TESTIMONY WHEREOF: The M. Suzanne Mogren Trust, Originally Dated November 27, 1989 has caused these presents to be signed this _____ day of _____ 2014.

BY: M. Suzanne Mogren
 Trustee of the M. Suzanne Mogren Trust, Originally Dated November 27, 1989

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS
 COUNTY OF JOHNSON)

On this _____ day of _____, 2014, before me, the undersigned, a Notary Public, in and for said State personally appeared M. Suzanne Mogren, Trustee, under the aforesaid Trust, known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS THEREOF: I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission Expires _____ Notary Public

APPROVALS:

Approved by the Planning Commission of the City of Prairie Village, Johnson County, Kansas, this _____ day of _____ 2014

Mark Muller, Vice Chairman _____ Joyce Hagen Mundy, Secretary _____

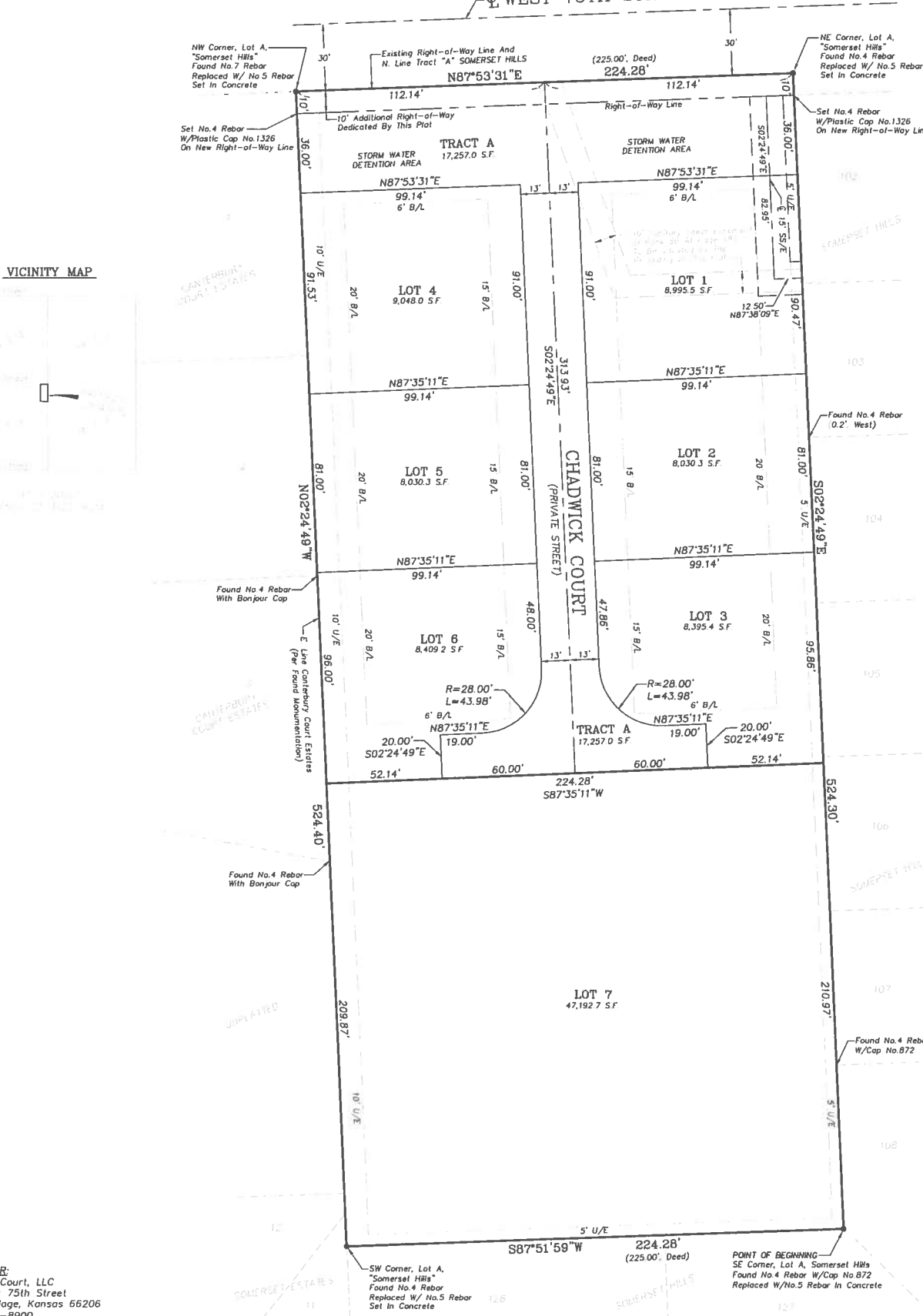
Lands dedicated for public purposes accepted by the Governing Body of the City of Prairie Village, Johnson County, Kansas, this _____ day of _____ 2014

Ronald L. Shaffer, Mayor _____ Joyce Hagen Mundy, City Clerk _____

CERTIFICATION:

I hereby certify that a subdivision plat of "CHADWICK COURT" was made by me, or under my direct supervision, on the ground of the premises herein described, and the results of said survey are represented hereon and all permanent markers are set. I further certify that I have complied with all statutes, ordinances and regulations governing the practice of surveying and platting of subdivisions to the best of my professional knowledge and belief.

Jeffrey B. Lovelace, Kansas PLS-1326
 Field Work Completed: March, 2014



SUBDIVIDER:
 Chadwick Court, LLC
 3101 West 75th Street
 Prairie Village, Kansas 66206
 (913) 231-8900

MONUMENTATION

● = Set No. 5 X 24" rebar with aluminum cap numbered 1326 in concrete at plat corners unless noted otherwise hereon.

No. 4 X 24" rebar with plastic caps numbered 1326 will be set at all rear lot corners upon completion of improvements.

Chisled plus "+" cuts will be set in the gutter of concrete curb on the prolongation of each side lot line upon completion of improvements.

SURVEYORS' NOTES:

1. Property information shown hereon (record property descriptions, easements, etc.) was provided by First United Title Agency, LLC per Informational Report, File No. 17801, Dated July 29, 2013 at 8:00A.M.

2. Bearings shown hereon are grid bearings based on the Kansas State Plane Coordinate System of 1983 (NAD-83) North Zone.

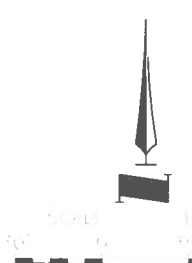
3. Record sources for this survey include the following:
 a) Kansas Special Warranty Deed Document No. 3528704, Book 8436, Page 917
 b) The subdivision plat of "Somerset Hills"
 c) The subdivision plat of "Somerset Estates"
 e) The subdivision plat of "Canterbury Court Estates"

PLAT LEGEND

- Ⓢ Denotes Centerline
- B/L Denotes Building Setback Line
- U/E Denotes Utility Easement
- S.F. Denotes Square Feet
- L Denotes Arc Length
- R Denotes Radius Size
- SS/E Denotes Sanitary Sewer Easement

LAND AREA CALCULATIONS

Lot 1 = 8,995.5 Square Feet
 Lot 2 = 8,030.3 Square Feet
 Lot 3 = 8,395.4 Square Feet
 Lot 4 = 9,048.0 Square Feet
 Lot 5 = 8,030.3 Square Feet
 Lot 6 = 8,409.2 Square Feet
 Lot 7 = 47,192.7 Square Feet
 Tract A = 17,257.0 Square Feet
 Additional R/W = 2,242.8 Square Feet
 Total Area = 117,601.2 Square Feet



FINAL PLAT

LOVELACE & ASSOCIATES
 Land Surveying - Land Planning
 929 SE 3rd Street Lee's Summit, Missouri 64063
 Phone: (816) 347-9997 Fax: (816) 347-9979

Project No: 13256
 Drawn By: JWS/JBL
 Checked By: JBL
 Date: 03-13-2014
 Scale: 1" = 30'
 File Name: 13256
 Certificate of Authority: Missouri - 2002026538 Kansas - LS-154

Subdivision Plat
CHADWICK COURT
PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS

PREPARED FOR: CHADWICK COURT, LLC
 3101 WEST 75TH STREET
 PRAIRIE VILLAGE, KANSAS 66206

DATE	NUMBER	REVISION	BY:	APPROVED

Joyce Hagen Mundy

From: Ron Williamson
Sent: Wednesday, June 25, 2014 8:31 AM
To: Joyce Hagen Mundy
Subject: Fwd: Chadwick Court Final Plat Approval
Attachments: TreePlan.tif; ATT00001.htm; Chadwick - north-south street profile.tif; ATT00002.htm; Guardrail @ Detention Basin.JPG; ATT00003.htm; Chadwick Court Final Plat.pdf; ATT00004.htm; WaterOne Layout 4-10-14.PDF; ATT00005.htm; Chadwick Court Declaration - Restrictions.pdf; ATT00006.htm; Mogren Title Information Report.pdf; ATT00007.htm; Mogren Tax Receipts.PDF; ATT00008.htm; ChadwickCourt_Estimate.pdf; ATT00009.htm; TapanAm Sheet SD-1.pdf; ATT00010.htm; TapanAm Sheet SD-2.pdf; ATT00011.htm; TapanAm Sheet SD-3.pdf; ATT00012.htm; Chadwick Court Final Landscape Plan.pdf; ATT00013.htm

Sent from my iPhone

Begin forwarded message:

From: "Robert Royer" <royerrw@gmail.com>
To: "Williamson, Ronald" <rwilliamson@hwlochner.com>, "Joyce Hagen Mundy" <jhmundy@pvkansas.com>, "Keith Bredehoeft" <kbredehoeft@pvkansas.com>
Cc: "Bob Mogren" <bobmogren@aol.com>
Subject: Chadwick Court Final Plat Approval

Ron,

In response to the issues discussed during the June 3rd Planning Commission hearing, we offer the following - beginning with the Staff Recommendations:

- 1) The additional 10' ROW on the south side of 75th Street (for a total ROW width of 30') was incorporated in our development plan – and is shown on the Final Plat Drawing, a copy of which is attached.
- 2) The water main and fire hydrant will be installed under the direction of WaterOne. They will be responsible for maintenance and repairs of the main line, and the individual service lines to each of the houses will be the responsibility of the respective lot/homeowner. Incidentally, per WaterOne, the main line will be 6" PVC up to the hydrant on the west side of the private drive, and a 2" main line will extend southward from the hydrant (which will serve lots 3, 6 and 7). Attached is the preliminary water line layout that was provided to us by WaterOne. The attached TapanAm drawing SD-2 is consistent with the WaterOne layout.
- 3) The existing tree plan was submitted and reviewed as a part of our preliminary approval process last year. Attached is another copy of that plan. As illustrated, the existing trees that lie within the new street, storm water detention areas and the individual lots will need to be removed; however we will make every effort to work with the underground utility contractors and homebuilders to save trees along the east and west boundary lines.
- 4) Attached is a copy of the revised Declaration of Covenants that delineates maintenance responsibilities for the homeowner's association. The association is responsible for the private

street, curb and gutter, storm water detention and all other common areas (Tract A), as more fully addressed in Paragraph 13, Common Areas on Page 12.

5) Easements will be granted in order that all 7 houses will be provided water, sanitary sewer, power, gas and telephone services. WaterOne and Johnson County Wastewater are currently finalizing their respective main and service line layouts – which are in conformance with the civil engineering design work that we have provided to the City. We will comply with the utility company easement requirements and include said easements on our Final Plat prior to recordation. This issue is also addressed in the attached Declaration of Covenants in Paragraph 14, Utilities on Page 1.

6) Regarding the stormwater management, we believe the engineering design has been approved and accepted by both Public Works and Larkin Lamp Ryneason Engineering. The only two remaining issues are (1) Native grasses vs. turf grasses; and (2) Permissibility of planting twelve trees within the storm water detention areas.

Concerning the grass issue, we have amended the attached Declaration of Covenants to reflect the Public Works requirement that only native grasses will be permitted. See Paragraph 3, Exterior Miscellaneous Items, Elements and Components. subsection (e), item (9) on page 4. Concerning trees in the storm water detention basins, as discussed, we would like to soften the institutional appearance of the detention walls and railing with the addition of 12 Redbud trees. We do not believe the trees will interfere with the functionality of the storm water detention; however if this is not acceptable to Public Works, we will remove reference to those trees from the Landscape Plan.

7) The private street will be designed and constructed to City standards for public streets. A detail of the pavement section is included in the attached drawing (Sheet SD-2), as prepared by TapanAm.

8) In compliance with the Planning Commission resolution during the hearing, sidewalks will not be required on the Private Street.

9) a. Attached is a copy of the finalized Declaration of Covenants.

b. Attached is a copy of the Informational Report provided by First United Title Agency, LLC confirming the name of the property ownership entity. There is no mortgage on the property.

c. Attached are copies of receipts from Johnson County for property taxes. As you will note, all tax payments are current.

d. The final construction documents as prepared, engineered and sealed by TapanAm are attached.

e. Attached is a copy of the Engineer's Estimate for infrastructure work, as prepared by TapanAm.

The following is in response to other issues raised during the Planning Commission hearing:

10) Regarding storm water drainage between the houses, as discussed, the fine grading will be completed during home construction in a manner that will allow water to flow east and westward from a crown at approximately mid-distance of the lot depth between the houses. The grade change between the respective lots is depicted on the attached street profile, which illustrates proposed front elevations of the homes and the associated retaining walls in relationship to the street.

11) The detail for fencing along the top of the storm water detention areas (over 30" in height) has been changed to reflect 4" spacing on the vertical pickets, as illustrated on the attached revised supplementary drawing.

12) The revised Landscape Plan was submitted to the Tree Board members on 6-5-14, requesting their input on tree selections along 75th Street. Attached also is a copy of the revised Landscape Plan.

Please advise if any additional information is necessary in order for us to receive Final Plat approval at the July 1, 2014 Planning Commission hearing.

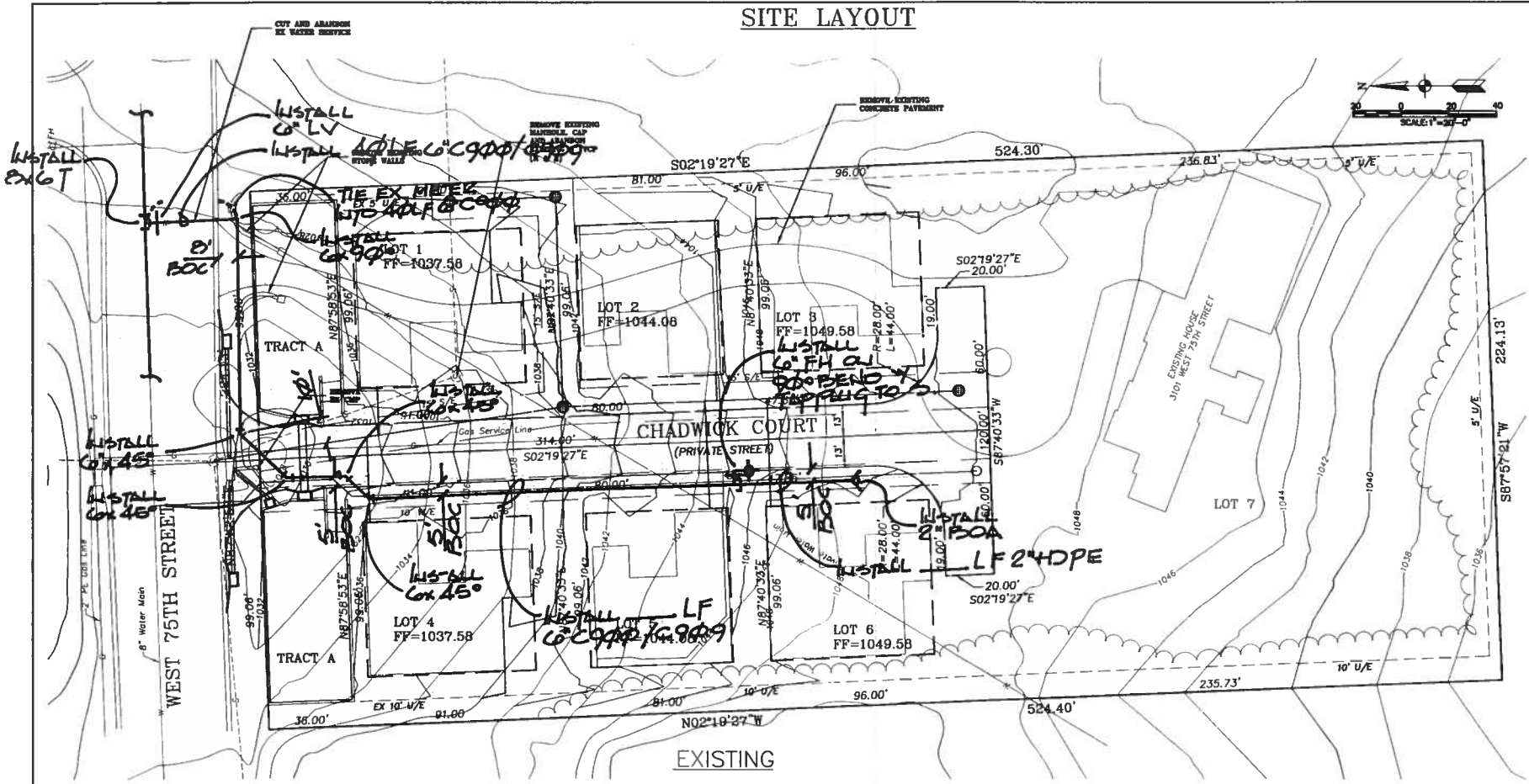
Thank you,

Bob Royer

--

Robert W. Royer
913-231-8900<tel:913-231-8900>

SITE LAYOUT



EXISTING

- STORM SEWER LINE
- SANITARY SEWER LINE
- WATER LINE
- GAS LINE
- STORM FIELD INLET (FI)
- STORM DRAINAGE MANHOLE (JM)
- SANITARY SEWER MANHOLE
- WATER METER
- WATER VALVE
- GAS VALVE
- UTILITY POLE
- YARD LIGHT
- TREE
- FIRE HYDRANT
- SIGN

SURVEY NOTES:

1. BACKGROUND INFORMATION PROVIDED BY LOVELACE & ASSOCIATES AT (816) 947-9997 AND JOHNSON COUNTY AIMS DATA. CONTRACTOR SHALL FIELD VERIFY PRIOR TO CONSTRUCTION ACTIVITIES.
2. ALL BEARINGS SHOWN ARE GRID BEARINGS NAD1983.
3. THE UTILITY LOCATIONS SHOWN ON THESE PLANS ARE TAKEN FROM UTILITY COMPANY RECORDS AND ARE APPROXIMATE ONLY. THEY DO NOT CONSTITUTE ACTUAL FIELD LOCATIONS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.

M&P 075-031



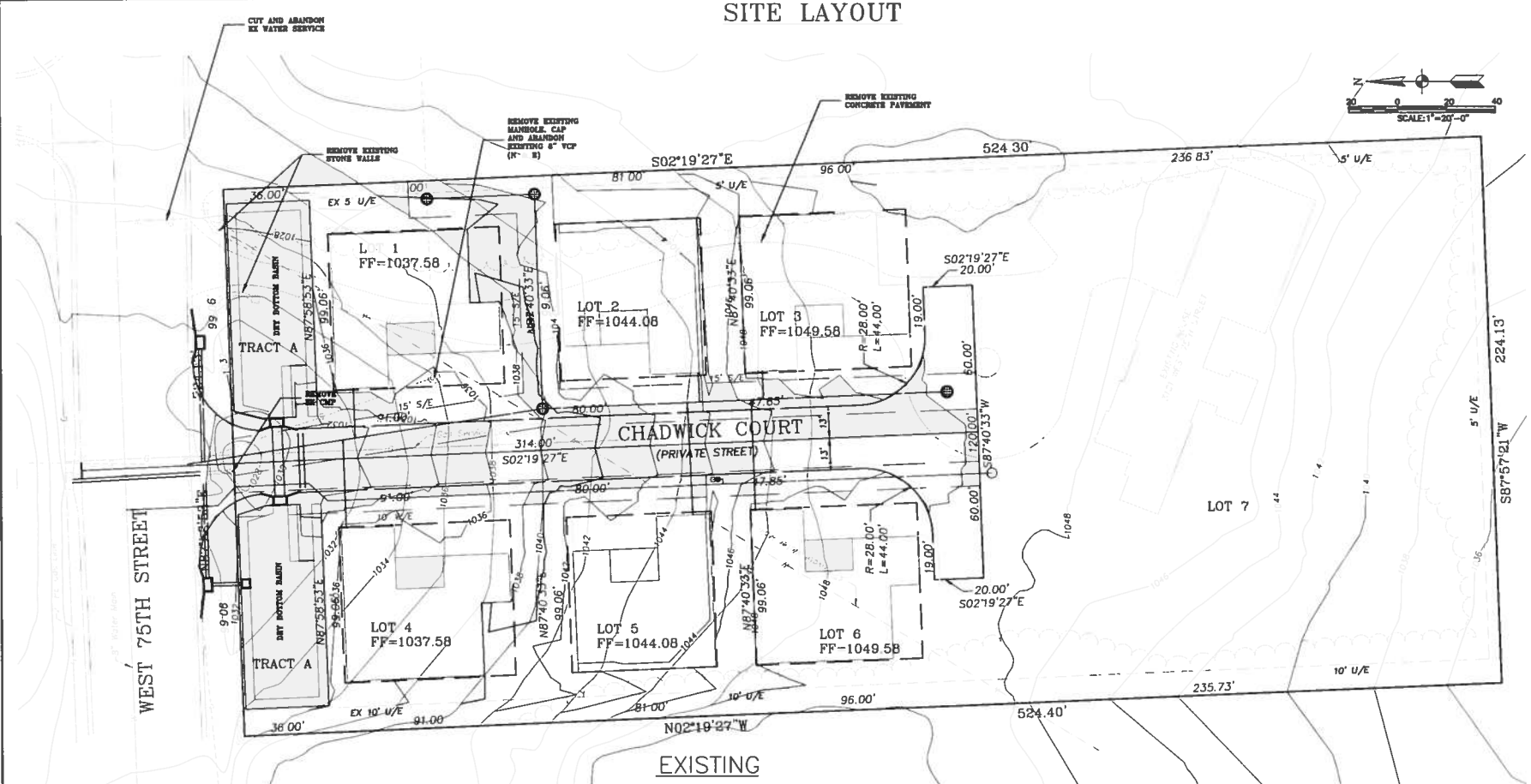
TAI
TapanAm
 Associates, Inc.
 Consulting Engineers

201 W. 135th ST.
 KANSAS CITY
 MISSOURI 64145
 (816) 941-6100

CHADWICK COURT
 ROBERT MOGREN
 3101 W 75TH ST
 PRAIRIE VILLAGE, KANSAS

ISSUED MONTH DAY, YEAR		
NO.	DESCRIPTION	DATE
SHEET TITLE: SITE DEVELOPMENT PLAN		
PROJECT NO.	7271.00	
DESIGNED BY:	JMC	
DRAWN BY:	JMC	
CHECKED BY:	WNK	
SHEET NO.	SD-1 MX-14015	

SITE LAYOUT



TAI
TapanAm
 Associates, Inc.
 Consulting Engineers

201 W. 135th ST
 KANSAS CITY
 MISSOURI 64145
 (816) 941-6100



CHADWICK COURT
 ROBERT MOGREN
 PRAIRIE VILLAGE, KANSAS
 3101 W 75TH ST

- EXISTING**
- STORM SEWER LINE
 - SANITARY SEWER LINE
 - WATER LINE
 - GAS LINE
 - STORM FIELD INLET (FI)
 - STORM DRAINAGE MANHOLE (JB)
 - SANITARY SEWER MANHOLE
 - WATER METER
 - WATER VALVE
 - GAS VALVE
 - UTILITY POLE
 - YARD LIGHT
 - TREE
 - FIRE HYDRANT
 - SIGN

SURVEY NOTES:

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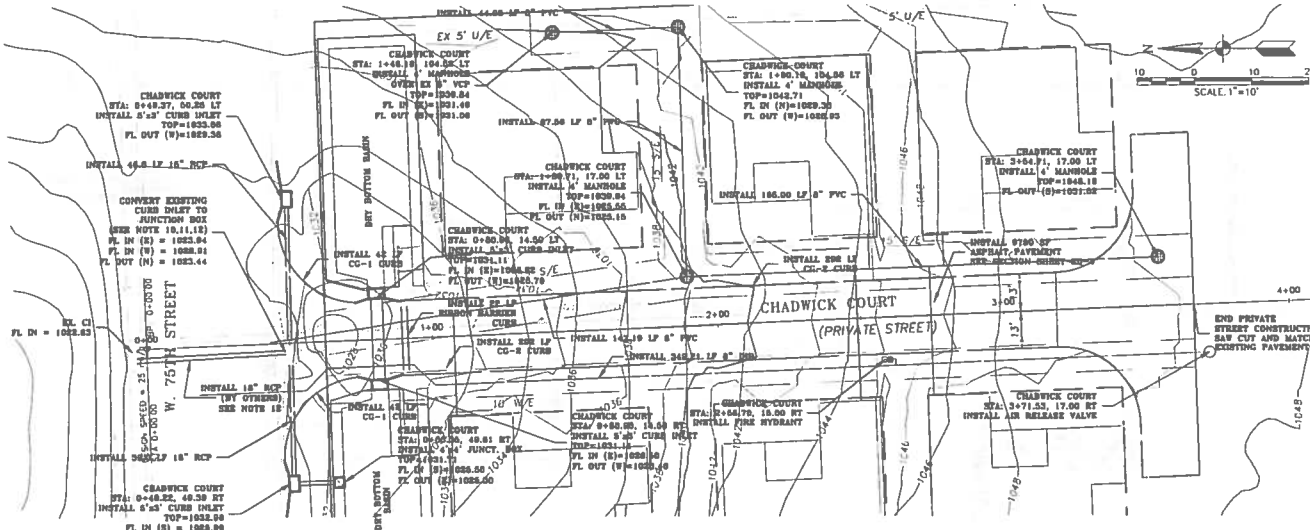
ISSUED MONTH DAY, YEAR		
NO.	DESCRIPTION	DATE

SHEET TITLE:
SITE DEVELOPMENT PLAN

PROJECT NO.	7271.00
DESIGNED BY	JMC
DRAWN BY	JMC
CHECKED BY	WNK

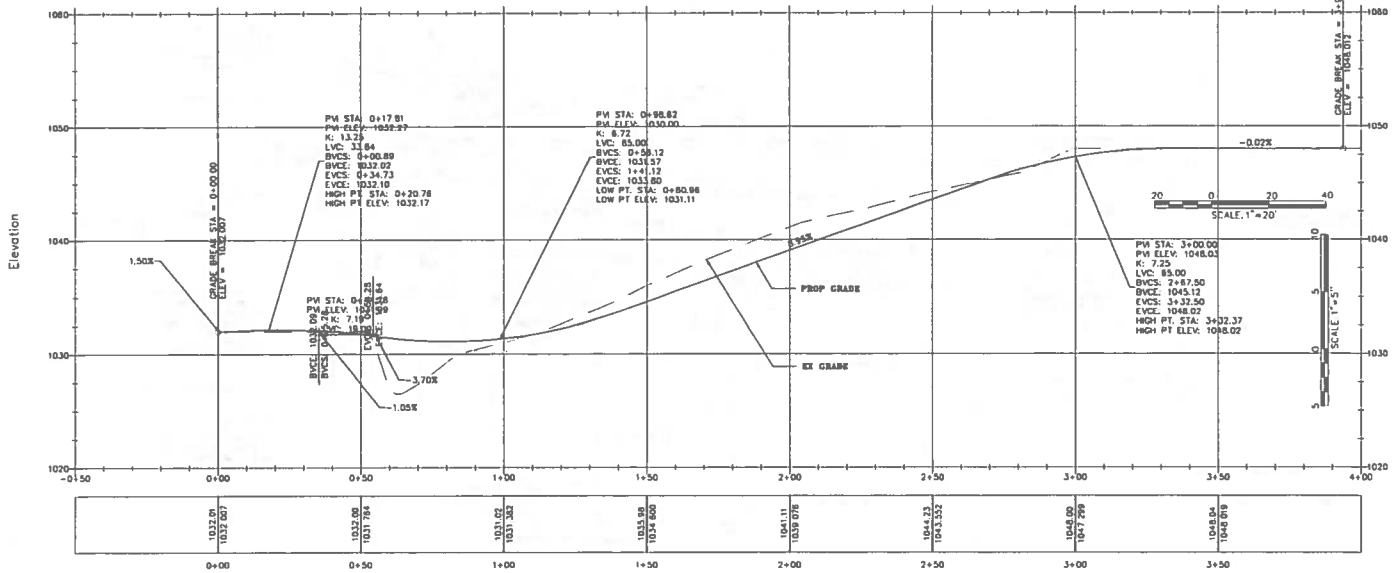
SHEET NO.
SD-1

PLAN VIEW



PROFILE VIEW

Chadwick Court



GENERAL NOTES:

- 1 THE CONSTRUCTION COVERED BY THESE PLANS SHALL CONFORM TO ALL APPLICABLE STANDARDS AND SPECIFICATIONS OF THE PUBLIC WORKS DEPARTMENT OF THE CITY OF PRAIRIE VILLAGE, KANSAS, IN CURRENT USAGE, UNLESS NOTED OTHERWISE ON THE PLANS.
- 2 LINEAL FOOT MEASUREMENTS SHOWN ON THE PLANS ARE HORIZONTAL MEASUREMENTS, NOT SLOPE MEASUREMENTS.
- 3 ALL AREAS AROUND INLETS AND CURB GAPS SHALL BE GRADED TO DRAIN.
- 4 CONTRACTOR SHALL ENSURE THAT NO SILT FROM CONSTRUCTION LEAVES THE SITE.
- 5 SUBGRADE SOIL FOR ALL ASPHALT AND CONCRETE CONSTRUCTION, REGARDLESS OF THE TYPE OR LOCATION, SHALL BE FIRM, DENSE AND THOROUGHLY COMPACTED AND CONSOLIDATED, SHALL BE FREE FROM MUCK AND MUD; AND SHALL BE SUFFICIENTLY STABLE TO REMAIN FIRM AND INTACT UNDER THE FEET OF THE WORKMEN OR MACHINERY ENGAGED IN SUBGRADE SURFACING, LAYING REINFORCING STEEL, AND DEPOSITING CONCRETE THEREON IN ALL CASES WHERE SUBSOIL IS MUCKY OR WORKS INTO MUD OR MUCK DURING SUCH OPERATION, A SEAL COURSE OF EITHER CONCRETE OR ROCK SHALL BE PLACED BELOW SUBGRADE TO PROVIDE A FIRM BASE FOR WORKING AND FOR PLACING THE CONCRETE SLAB.
- 6 EXISTING ELEVATIONS AND FLOW LINES SHOWN ON THIS PLAN ARE TAKEN FROM THE SURVEYOR'S NOTATIONS.
- 7 CONTRACTOR SHALL OBTAIN PERMIT FOR ANY EXCAVATION OR CONSTRUCTION WITHIN PUBLIC RIGHTS OF WAY FROM THE CITY OF PRAIRIE VILLAGE PUBLIC WORKS DEPARTMENT.
- 8 SANITARY IMPROVEMENTS ARE DEPICTED IN SEPARATE PLANS TO JOHNSON COUNTY WASTEWATER.
- 9 WATERLINE IMPROVEMENTS ARE DEPICTED IN SEPARATE PLANS TO WATER-ONE.
- 10 CONTRACTOR SHALL REMOVE EXISTING CURB INLET LID. CONTRACTOR SHALL CONVERT THE EXISTING CURB INLET TO A JUNCTION BOX WITH A NEW LID ELEVATION OF 1030.5 WITH RISER RWGS TO PAVEMENT SURFACE. DRILL HOLES FOR 15" RCP CONNECTION AT FLOW LINES 1028.45 (E) AND 1027.68 (W).
- 11 CONTRACTOR MAY ELECT TO REPLACE EXISTING CURB INLET WITH PRECAST JUNCTION BOX USING SPECIFICATIONS FROM GENERAL NOTE 10.
- 12 CONTRACTOR SHALL REMOVE EXISTING 18" CMP AND REPLACE WITH NEW 18" RCP AT ELEVATIONS SHOWN.



201 W 135th ST.
KANSAS CITY,
MISSOURI 64145
(816) 241-6100



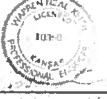
CHADWICK COURT
 ROBERT MOGREN
 PRAIRIE VILLAGE, KANSAS
 3101 W 75TH ST

NO.	DESCRIPTION	DATE

SHEET TITLE	
PLAN AND PROFILE	
PROJ. NO.	7271.00
DESIGNED BY	JMC
DRAWN BY	JMC
CHECKED BY	WRK
SHEET NO.	SD-2



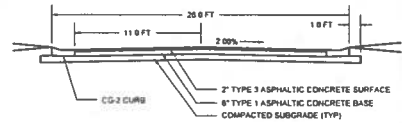
201 W. 135th St
KANSAS CITY
MISSOURI 64145
(816) 941-6100



CHADWICK COURT
 ROBERT MOGREN
 PRAIRIE VILLAGE, KANSAS
 3101 W 75TH ST

GENERAL NOTES:

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TYPICAL SECTION

GENERAL NOTES:

1. SURFACING IS PER KANSAS CITY AMERICAN PUBLIC WORKS ASSOCIATION (KC APWA) SECTION 5200
2. TYPICAL SECTION KC APWA STANDARD DRAWINGS FOR A TYPICAL RESIDENTIAL ACCESS STREET.
3. CURBS SHALL BE TYPE CG-2 PER KC APWA STANDARD DRAWINGS.

ISSUED MONTH DAY YEAR	NO	DESCRIPTION	DATE

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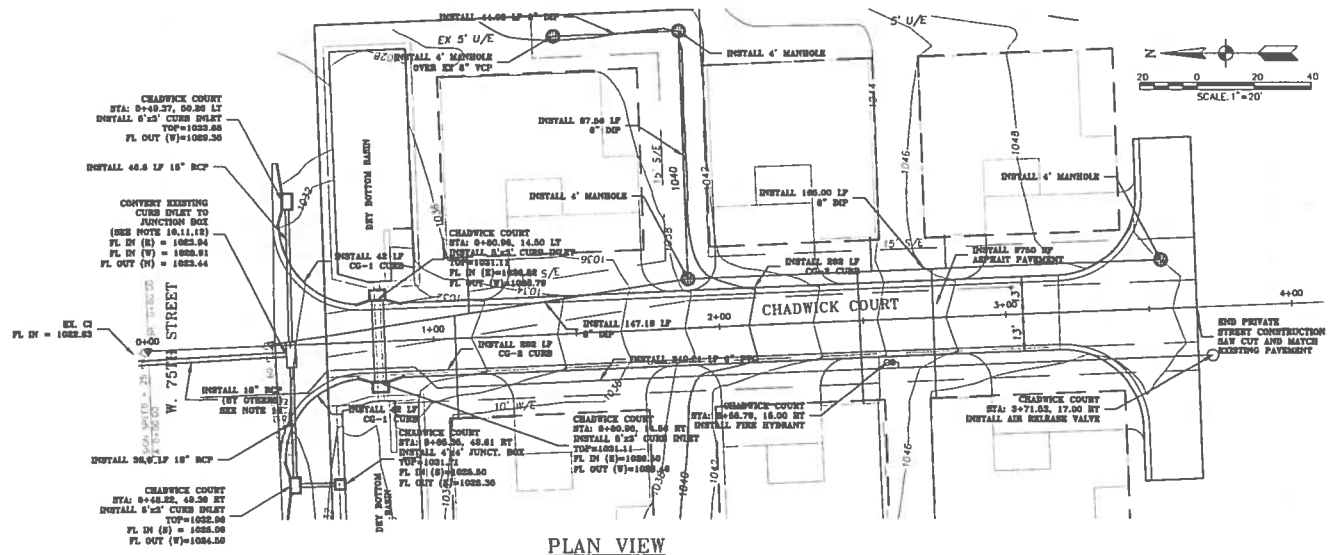
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DESIGNED BY: JMC

DRAWN BY: JMC

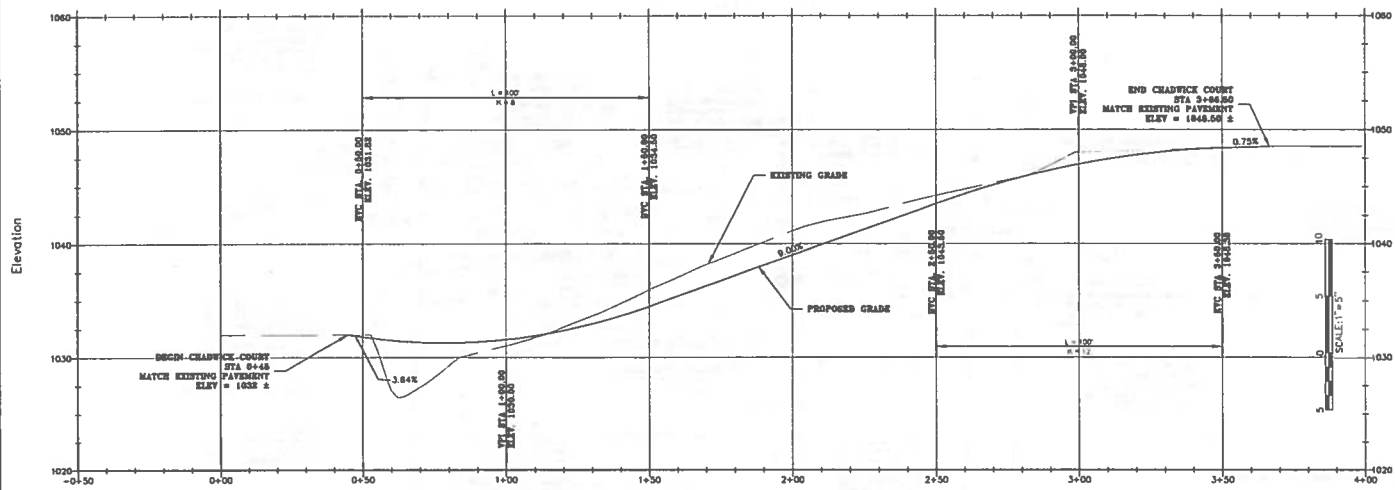
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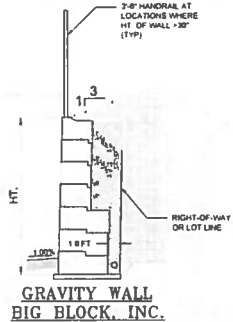
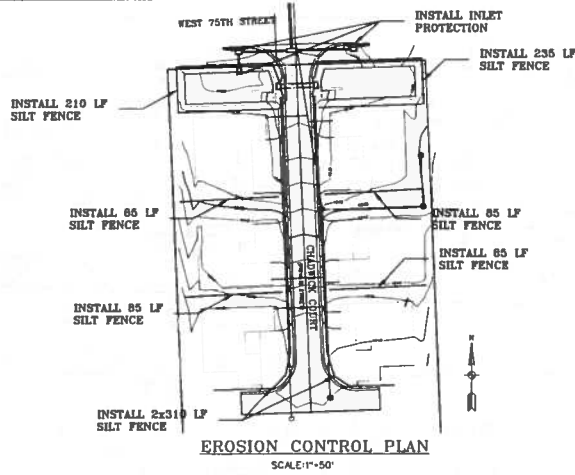
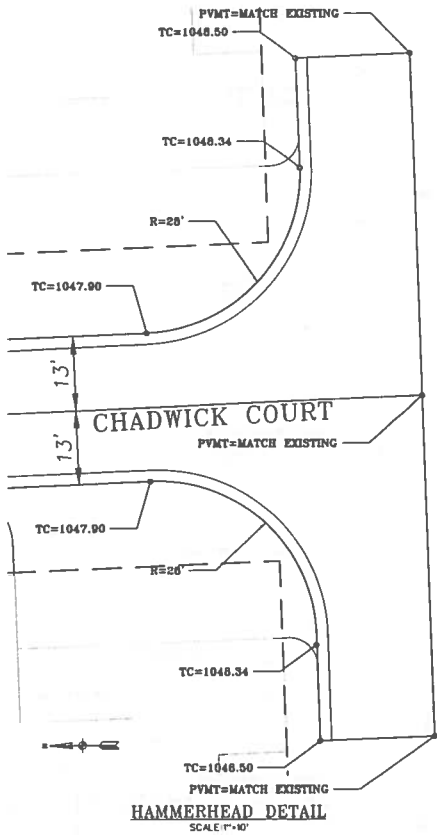


PLAN VIEW

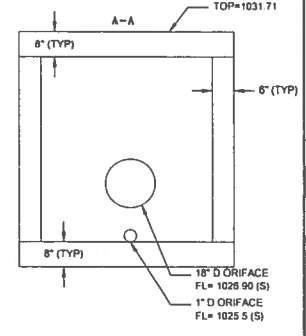
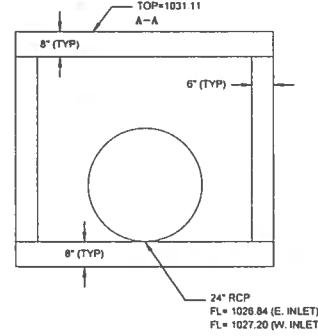
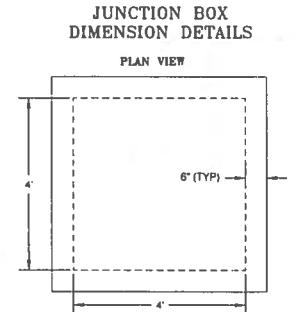
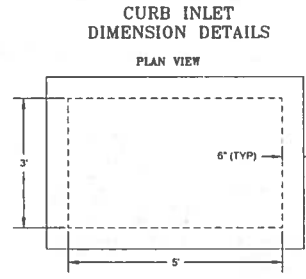
Chadwick Court



PROFILE VIEW

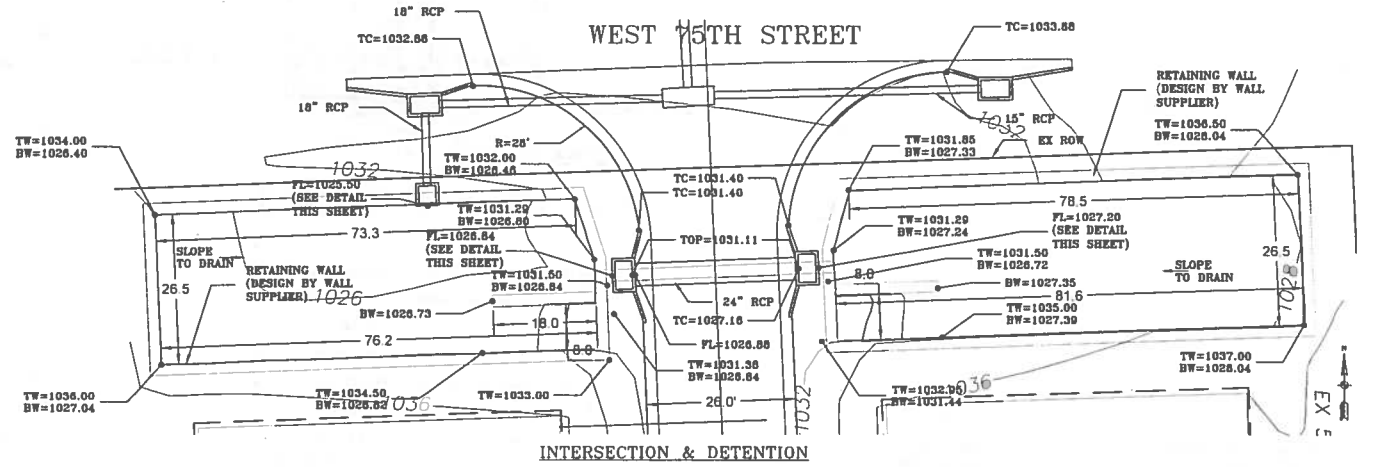


WALL ELEVATION						
UNIT DEPTH	1.5'	3.0'	4.5'	6.0'	7.5'	9.0'
	45	45	24	24	24	24



DETENTION STRUCTURES (NTS)

- LEGEND**
- TC TOP OF CURB ELEVATION
 - PVMT PAVEMENT/CONCRETE ELEVATION
 - TOP TOP OF STRUCTURE ELEVATION
 - TW TOP OF WALL ELEVATION
 - BW BOTTOM OF WALL ELEVATION
 - FL FLOW LINE ELEVATION
 - TMH TOP OF MANHOLE ELEVATION



201 W. 135th ST
KANSAS CITY
MISSOURI 64145
(816) 941-6100



CHADWICK COURT
PRairie VILLAGE, KANSAS
ROBERT MOGREN
3101 W 75TH ST

ISSUED MONTH DAY, YEAR		
NO	DESCRIPTION	DATE

SHEET TITLE:
DETENTION & INTERSECTION DETAILS

PROJECT NO: **727100**

DESIGNED BY: **JMC**

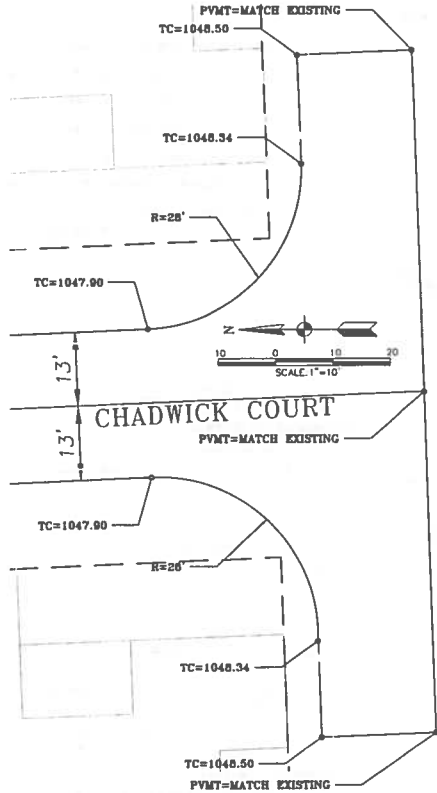
DRAWN BY: **JMC**

CHECKED BY: **WHK**

SHEET NO

SD-3

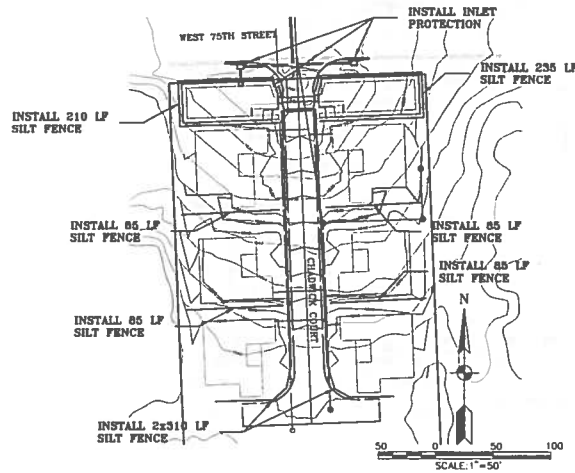
HAMMERHEAD DETAIL



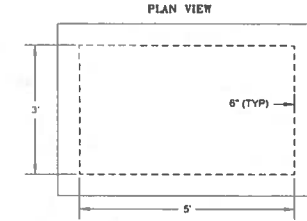
LEGEND

- TC=XXXX.XX TOP OF CURB ELEVATION
- PVMT=XXXX.XX PAVEMENT/CONCRETE ELEVATION
- TOP=XXXX.XX TOP OF STRUCTURE ELEVATION
- TW=XXXX.XX TOP OF WALL ELEVATION
- BW=XXXX.XX BOTTOM OF WALL ELEVATION
- FL=XXXX.XX FLOW LINE ELEVATION
- TMH=XXXX.XX TOP OF MANHOLE ELEVATION

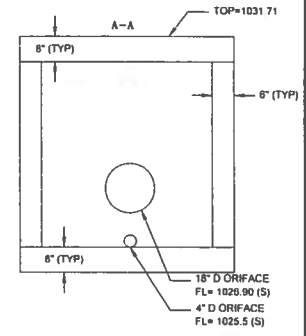
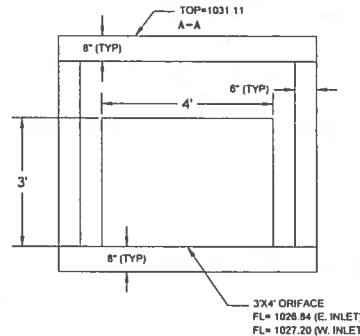
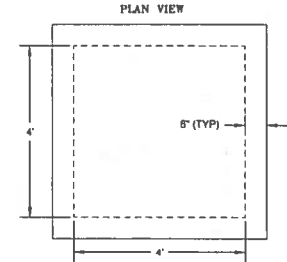
EROSION CONTROL PLAN



CURB INLET DIMENSION DETAILS



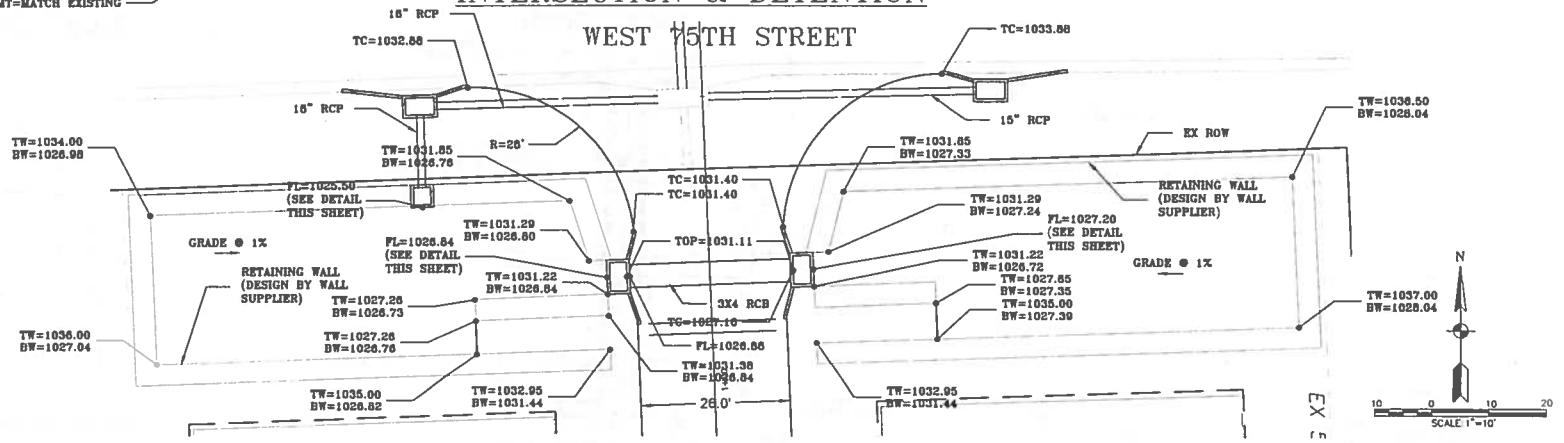
JUNCTION BOX DIMENSION DETAILS



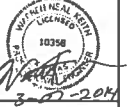
DETENTION STRUCTURES

(NTS)

INTERSECTION & DETENTION



201 W. 135th ST
KANSAS CITY
MISSOURI 64145
(816) 941-8100

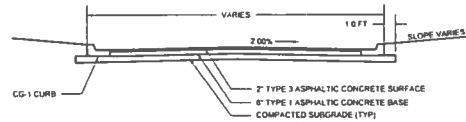


CHADWICK COURT
 ROBERT MOGREN
 PRAIRIE VILLAGE, KANSAS
 3101 W 75TH ST

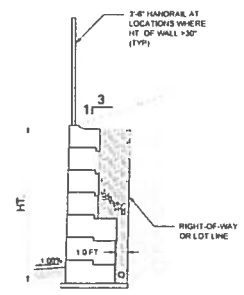
ISSUED MONTH DAY YEAR		
NO	DESCRIPTION	DATE
SHEET TITLE: DETENTION & INTERSECTION DETAILS		
PROJECT NO.	7271.00	
DESIGNED BY	JMC	
DRAWN BY	JMC	
CHECKED BY	WHK	
SHEET NO.	SD-3	



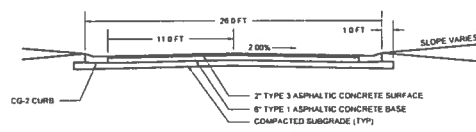
CHADWICK COURT
 ROBERT MOGREN
 3101 W 75TH ST
 PRAIRIE VILLAGE, KANSAS



INTERSECTION
75TH & CHADWICK CT



GRAVITY WALL



RESIDENTIAL ACCESS

TYPICAL SECTION

- GENERAL NOTES:**
- 1 SURFACING IS PER KANSAS CITY AMERICAN PUBLIC WORKS ASSOCIATION (KC APWA) SECTION 5200
 - 2 TYPICAL SECTION KC APWA STANDARD DRAWINGS FOR A TYPICAL RESIDENTIAL ACCESS STREET
 3. CURBS SHALL BE TYPE CG-2 PER KC APWA STANDARD DRAWINGS.

ISSUED MONTH DAY, YEAR		
NO.	DESCRIPTION	DATE

SHEET TITLE:
**MISCELLANEOUS
 DETAILS**

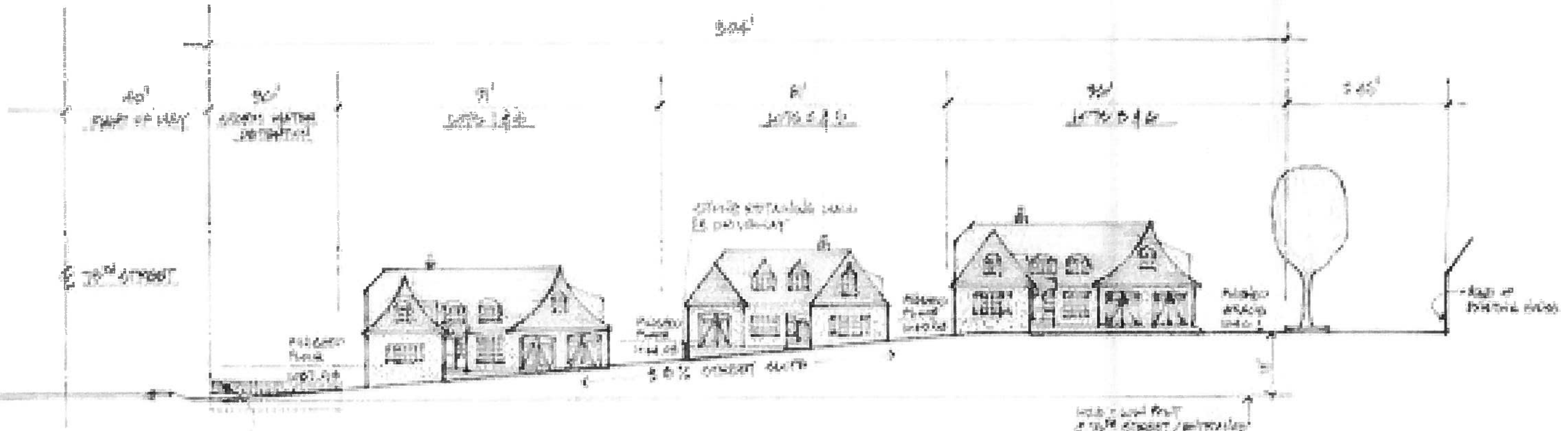
PROJECT NO: 7271.00

DESIGNED BY: DETAILS

DRAWN BY: JMC

CHECKED BY: WPK

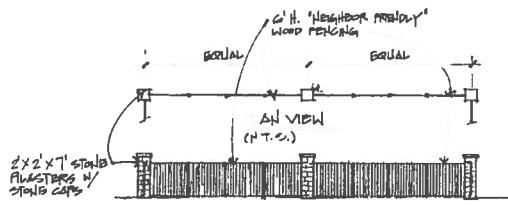
SHEET NO:
SD-4



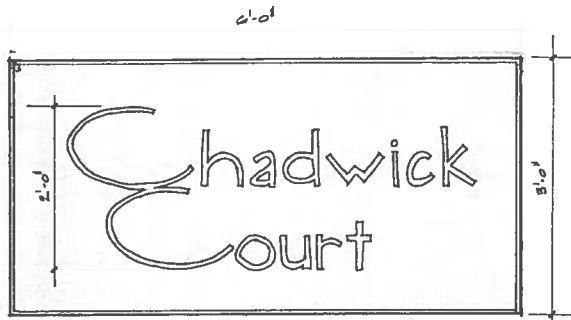
CONCRETE CURB
 AROUND SIDEWALK
 STRENGTH AREA

STREET PROFILE - Looking EASTWARD
 1" = 50'-0"

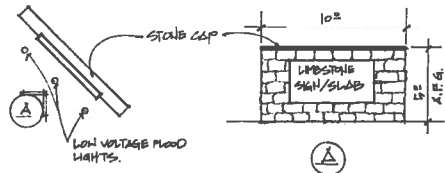
CHADWICK COURT
 304' WEST 15TH STREET
 PRAIRIE VILLAGE, KANSAS
 2-10-14 RWR



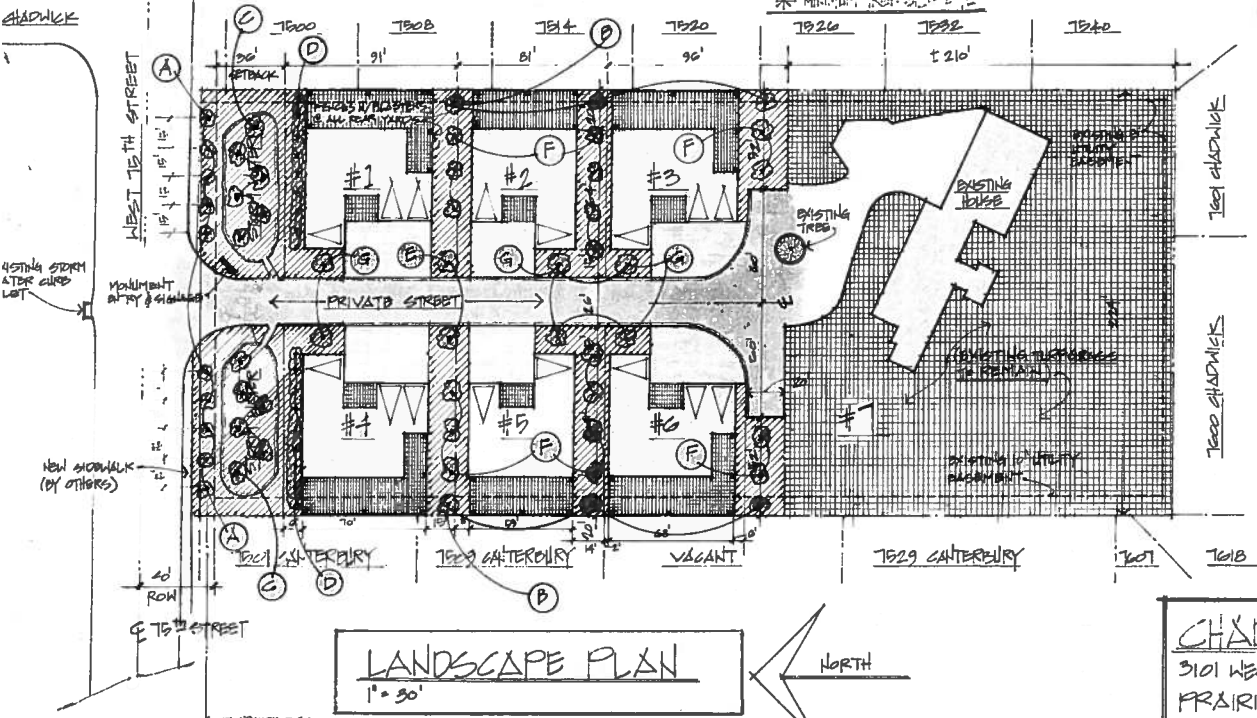
- LANDSCAPE PLANTINGS:**
- * A - FLOWERING CRABAPPLE (10 EA)
 - * B - FLOWERING DOGWOOD (6 EA)
 - * C - EASTERN REDBUD (12 EA) (PLANTING IN PLANTING STRIP)
 - * D - LEATHERLEAF VIBURNUM (18 EA)
 - * E - PIN OAK (2 EA)
 - * F - MAGNOLIA (18 EA)
 - * G - JAPANESE MAPLE (6 EA)
- NATIVE GRASSES TO BE PLANTED IN ALL COMMON AREAS (± 20,900 S.F.)
- * MINIMUM TREE SIZE = 12"



LIMESTONE SIGN/SLAB (6'x3') SET ON STONE WALL



MONUMENT ENTRY/SIGNAGE:
 STONE WALL (52 H. x 10' L.) LOCATED ON EAST SIDE OF ENTRANCE. SIGN TO BE ILLUMINATED WITH LOW VOLTAGE GROUND MOUNTED FLOOD LIGHTING.



LANDSCAPE PLAN
 1" = 30'

CHADWICK COURT
 3101 WEST 75TH STREET
 PRAIRIE VILLAGE, KANSAS
 G-4-4 RWR

ZONING - RP-1b

- LANDSCAPE NOTES:**
- INDICATES COMMON AREAS (INCLUDING TREES, PLANT MATERIALS & NATIVE GRASSES) TO BE MAINTAINED BY HOMEOWNER'S ASSOCIATION.
 - INDICATES AREAS TO BE MAINTAINED (AND PLANTED) BY RESPECTIVE HOMEOWNER.
- LIGHTING:** NO STREET LIGHTING WILL BE INSTALLED; HOWEVER HOA DOCUMENTS WILL REQUIRE THAT EACH OF THE SIX NEW HOMES HAVE DECORATIVE LIGHTING ABOVE EACH GARAGE DOOR. SAID LIGHTING SHALL BE CONTROLLED BY A PHOTO CELL AND MAINTAINED FOR CONTINUOUS USE. NO FLOOD LIGHTING ON HOUSES WILL BE PERMITTED.

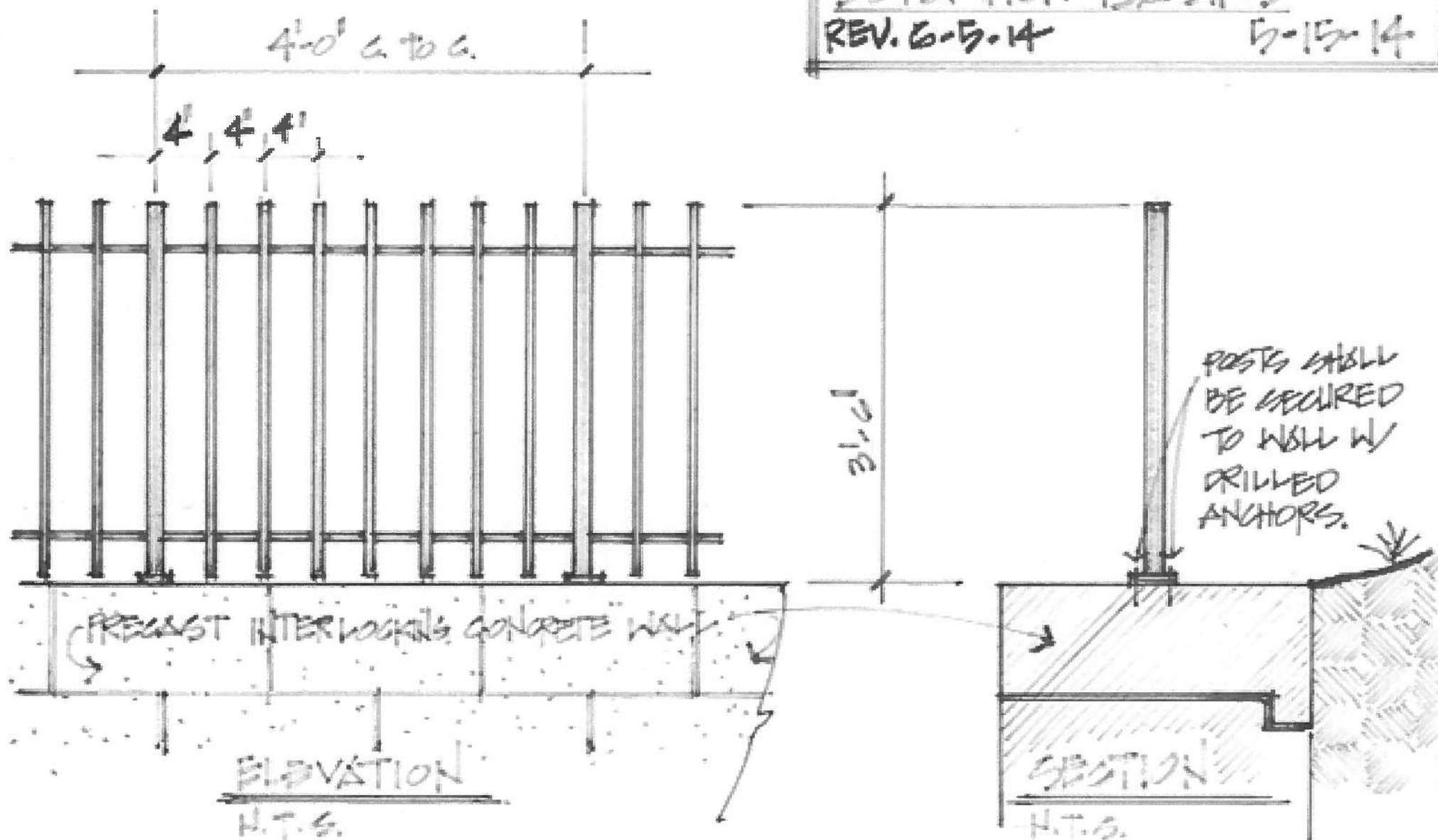
NOTE:

PREFINISHED BLACK ORNAMENTAL ALUMINUM FENCE W/ 3/8" PICKETS @ 4" CENTERS & 1 1/4" SQ. POSTS @ 4'-0" CENTERS. CONTINUOUS AROUND PERIMETER OF DETENTION BASINS.

SUPPLEMENTARY DRAWING
FOR CHADWICK COURT
FENCING FOR STORM WATER
DETENTION BASINS

REV. 6-5-14

5-15-14



CHADWICK COURT

DECLARATION OF RESTRICTIONS

This DECLARATION is made as of the 5th day of June, 2014 by Chadwick Court, LLC, a Kansas limited liability company (“Developer”).

WITNESSETH:

WHEREAS, Developer has executed and filed with the Register of Deeds of Johnson County, Kansas a Plat of the subdivision known as CHADWICK COURT (a subdivision in the City of Prairie Village, Johnson County, Kansas), which plat includes Lots 1 through 7 and Tract A, more fully described as:

A REPLAT OF LOT A, SOMERSET HILLS, A SUBDIVISION OF THE CITY OF PRAIRIE VILLAGE, JOHNSON COUNTY, KANSAS, A PART OF THE NE ¼ OF THE SW ¼ OF SECTION 22-T12S-R25E, as recorded in Map Book _____, Page _____ in the Office of the Johnson County Register of Deeds.

WHEREAS, Developer, as the developer of the above described property, desires to place certain restrictions on such lots to preserve and enhance the value, desirability and attractiveness of the development and improvements constructed thereon and to keep the use thereof consistent with the intent of the Developer, and all of said restrictions shall be for the use and benefit of the Developer and its future grantees, successors and assigns;

NOW, THEREFORE, in consideration of the premises contained herein, Developer, for itself and for its successors and assigns, and for its future grantees, hereby agrees and declares that the above described lots shall be, and they hereby are, restricted as to their use and otherwise in the manner hereinafter set forth.

1. Definitions. For purposes of this Declaration, the following definitions shall apply:
 - (a) “Approving Party” shall mean (i) prior to developer turnover, the Design Review Committee (DRC), and (ii) subsequent to turnover, the Board (or with respect to Exterior Structures and other matters assigned to it, the Architectural Committee).
 - (b) “Architectural Committee” shall mean: on and after the Turnover Date, a committee comprised of at least three members of the Homes Association, all of whom shall be appointed by and serve at the pleasure of the Board (subject to the provisions of Section 14 below).
 - (c) “Association” is the Chadwick Court Association, Inc., a Kansas nonprofit corporation, its successors and assigns. The Association, whose members are the Unit Owners, is responsible for maintaining the Common Areas (and as otherwise described) within Chadwick Court and enforcing the Declaration.

- (d) "Board" shall mean the Board of Directors of the Homes Association.
- (e) "City" shall mean the City of Prairie Village, Kansas.
- (f) "Common Areas" shall mean all of Tract A, including any monument or other signage, private street pavement, curb and gutter, storm water storage areas and appurtenant structures, landscaping outside of the platted lots, any and all recorded access and utility easements.
- (g) "Community" shall mean all of the above described lots in Chadwick Court, all Common Areas, and all additional property which hereafter may be made subject to this Declaration in the manner provided herein.
- (h) "Declaration" shall mean this instrument, as the same may be amended, supplemented or modified from time to time.
- (i) "Developer" shall mean Chadwick Court, LLC, a Kansas limited liability Company, and its successors and assigns.
- (j) "DRC" (Design Review Committee) shall mean the committee of persons designated from time to time by the Developer to review and approve certain matters related to the Community.
- (k) "Exterior Structure" shall mean any structure erected or maintained or proposed to be erected or maintained on a Lot or any structural component thereof and shall include the residence and without limitation, any deck, gazebo, greenhouse, doghouse, outbuilding, fence, patio wall, privacy screen, boundary wall, patio enclosure, swimming pool, hot tub, pond, basketball goal, flag pole, antennae, swing set, jungle gym, trampoline, sand box, playhouse, tree house, or other recreational or play structure, and all exterior sculptures, statuary, fountains or similar yard décor.
- (l) "Homes Association" shall mean the Kansas not-for-profit corporation to be formed by the Developer for the purpose of serving as the homes association for the Community.
- (m) "Lot" shall mean any lot as shown as a separate lot on any recorded plat of all or part of the Community; provided, however, that if a Unit Owner, other than the Developer, owns adjacent lots (or parts thereon) upon which only one residence has been, is being or will be erected, then such adjacent property under common Unit Ownership shall be deemed to constitute only one Lot.
- (n) "Recording Office" shall mean the Office of Register of Deeds of Johnson County, Kansas.
- (o) "Turnover Date" means the earlier of: (i) the date when all of the Lots in the Community (as contemplated by the Developer) have been sold by the Developer and the residences have been constructed thereon, or (ii) the

date the Developer, in its absolute discretion, selects as the Turnover Date for all or any specific portion of this Declaration.

- (p) "Unit Owner" shall mean the record Unit Owner(s) of title to any Lot, including the Developer, and for purposes for all obligations of the Unit Owner hereunder, shall include, where appropriate, all family members and tenants of such Unit Owner and all of their guests and invitees.

2. Use of the Land. Except as otherwise expressly provided herein, none of the Lots may be improved, used or occupied for other than single family, private residential purposes. No trailer, outbuilding or Exterior Structure shall at any time be used for habitation, temporarily or permanently; nor shall any residence of a temporary character be erected, moved onto or maintained upon any of the Lots or any Common Areas or used for habitation; provided, however, that nothing herein shall prevent the Developer or others (including, without limitation, builders and real estate brokerage companies) authorized by the Developer from using trailers or temporary buildings or structures or any residence for model, office, sales or storage purposes during the development and build-out of the Community.

3. Building Material Requirements.

- (a) Exterior walls, windows and exterior doors of all residences and all appurtenances thereto shall be comprised only of materials approved in writing by the Developer and/or the DRC. Acceptable siding materials shall include natural stone, brick, stucco or any combination thereof. Painted or stained wood shall be permitted on garage doors, roof dormers, roof overhangs, extensions, soffits and trim. Exterior concrete blocks shall not be permitted as a finished surface, and no exterior walls shall be covered with materials commonly known as sheet goods such as, without limitation, 4 foot by 8 foot panels. No windows or exterior doors may be silver or other similar finish, and windows must include divided lights.
- (b) Roofs of residences shall be covered with wood shingles, wood shakes, concrete tiles, clay tiles, slate or high quality composition shingles (CertainTeed "Grand Manor" or approved equal). All of the specific types, colors, styles, dimensions and other aesthetic factors shall be approved by the Developer in writing.
- (c) Notwithstanding the foregoing provisions of this Section 3 requiring or prohibiting specific building materials or products, any building materials or products that may be or come into general or acceptable usage for dwelling construction of comparable quality and style in the area, as determined by the Approving Party in its absolute discretion, shall be acceptable upon written approval by Approving Party in its absolute discretion.
- (d) All applicable exterior components (excluding roofs, brick, stone, stucco and similar components) shall be covered with a professional and workmanlike finish of paint or stain. No residence or Exterior Structure shall stand with its exterior in an unfinished condition for longer than four months after commencement of construction. All exterior basement foundations and walls which are exposed above finished grade shall be painted the same color as the residence and, if exposed in excess of 12 inches above finished grade, shall be covered with siding compatible with the structure.

(e) Miscellaneous exterior items, elements and components:

- (1) No air conditioning apparatus or unsightly projection shall be attached to or located on the front of any residence. No window air conditioning or heating units shall be permitted.
- (2) Chimneys on exterior walls may not be cantilevered and must have a foundation wall underneath, and must be constructed of wood frame or masonry and covered with brick, stone, stucco or other masonry products approved by the Developer. No metal or other pipe shall be exposed on the exterior of any fireplace or fireplace flue (other than a minimal amount of exterior metal or piping from a direct vent fireplace). All fireplace flues in chimneys shall be capped with a black or color-conforming metal rain cap.
- (3) Except as otherwise permitted by the Developer in writing, all residences shall have a house number plate in the style(s) approved by the Developer, which plate shall be located adjacent to the front door or, where not practical, at another location approved by the DRC.
- (4) All driveways and sidewalks shall be stamped concrete, interlocking colored pavers, brick or natural stone. Crushed gravel, asphalt and natural driveways and/or sidewalks are prohibited. No driveway shall be constructed in a manner as that would allow access to a street across a rear property line.
- (5) All residences shall have a minimum of two-car garages. No car ports shall be permitted.
- (6) In the event individual mailboxes are required by the U.S. Postal Service, the DRC shall establish one standard mailbox and mailbox post and the Homes Association shall purchase, install and maintain a mailbox and mailbox post conforming to these standards and the requirements of the U.S. Postal Service. The Homes Association shall have the right to charge a fee to the Unit Owner for the purchase and installation of the mailbox and mailbox post.
- (7) All decks (including floor material) shall be painted or stained in the same color as the body or primary trim color of the residence of a complimentary color. All deck rails shall be wrought iron or wood with wrought iron (or wood caps), or other materials specifically approved by the DRC in its discretion.
- (8) In lieu of streetlights, each Residential Unit will be required to provide (during construction of Residential Unit) a decorative exterior light fixture adjacent to each of the garage doors. These light fixtures shall be wired to a photocell that causes the lights to burn continuously during hours of darkness. It is each Unit Owner's responsibility to insure that these lights continuously operate during hours of darkness. No floodlights are permitted on any Residential Unit.
- (9) As required by the Prairie Village Public Works Department, all grasses within the Common Areas shall be native grass material.

(10) The DRC, in its sole and absolute discretion, may allow variances from the foregoing requirements of Section 3, unless otherwise precluded by the Prairie Village Public Works Department.

4. Maximum Allowable Building Envelope. No residence shall exceed a first floor building square footage envelope of 35% of the individual lot area. The building envelope includes the gross first floor area (as measured outside wall to outside wall) including the total garage square footage. Driveways, sidewalks, planting areas, decks, patios and front/rear yards and courtyards are excluded from the building square footage calculation.

5. Approval of Plans, Post Construction Changes and Erosion Control.

(a) Notwithstanding compliance with the provisions of Sections 3 and 4 above, no residence or Exterior Structure may be erected upon or moved onto any Lot unless and until the building plans, specifications, exterior materials, location, elevations, plot plan, lot grading plan, general landscaping plan, and exterior color scheme have been submitted to and approved in writing by the DRC or, in the case of Exterior Structures to the extent provided in Section 8 below, the Architectural Committee, in each case to architectural consistency and other aesthetic factors. The Approving Party shall have the right to charge the applicant a fee to cover the costs of professional architectural and/or engineering review of all such plans. No change or alteration in such building plans, specifications, exterior materials, location, elevations, lot grading plans, general landscaping plans or exterior color scheme shall be made unless and until such change or alteration has been submitted to and approved in writing by the Approving Party. All building plans and plot plans shall be designed to minimize the removal of existing trees (if any) and shall designate those trees of six inch or more (in caliper size) to be removed.

(b) Following the completion of construction of any residence or Exterior Structure, no significant landscaping change, significant exterior color change or exterior addition or alteration shall be made thereto unless and until the change, addition or alteration has been submitted to and approved in writing by the Approving Party. All replacements of all or any portion of a completed structure because of age, casualty loss or other reason, including, without limitation, roofs and siding, shall be of the same materials, location and elevation as the original structure unless and until the changes thereto have been submitted to and approved in writing by the Approving Party.

(c) All final grading of each Lot shall be in accordance with any master grading plan approved by the City, any related grading plan furnished by the Developer for the development phase containing the Lot and any specific site grading plan for the Lot approved by or for the Developer or the DRC. No landscaping, berms, fences or other structures shall be installed or maintained that impede the flow of surface water. Water from sump pumps shall be drained away from the adjacent residences – existing and future. No changes in the final grading of any Lot shall be made without the prior written approval of the Approving Party and, if necessary, the City. The Developer and the DRC shall have no liability or responsibility to any builder, Unit Owner or other party for the failure of a builder or Unit Owner to final grade or maintain any Lot in accordance with the master grading plan or any approved lot grading plan - or for the Developer or the DRC not requiring a lot grading plan or

compliance therewith or for the quality or composition of any soil or subsurface material. The Developer and the DRC do not represent or guarantee to any Unit Owner or other person that any grading plan for the Lots that the Developer or the DRC or any engineer or other person that any grading plan for the Lots that the Developer or the DRC or any engineer or other party may approve or supply shall be sufficient or adequate or that the Lots will drain properly or to any Unit Owner's or other person's satisfaction.

- (d) During the construction of the residence and improvements on such Lot, the Unit Owner, at its expense, shall install and properly maintain, until the Lot is completely planted, hay bales, fencing and such other erosion and silt control devices as are necessary to prevent storm water runoff from the Lot that deposits silt or other debris onto adjacent Lots, Common Areas and street. In connection therewith, the Unit Owner shall comply with all Federal, State and local government laws, regulations and requirements, with all applicable permits, and with all requirements imposed by the Developer, including, without limitation, the preparation of inspection reports, and the Unit Owner shall be responsible for any and all governmental fines and assessments that may be levied or assessed as a result or a failure of the Unit Owner to so comply.
 - (e) All site preparation, including but not limited to, tree removal, excavation, grading, rock excavation/removal, hauling, etc., shall be at the sole expense of the Unit Owner and/or builder. All dirt, trees and rock, etc., shall be removed from - and shall not be deposited within the Community.
 - (f) Approval of plans and/or specifications by the Developer, DRC, or any other Approving Party is not, and shall not be deemed to be a representation or warranty that such plans or specifications comply with good engineering/architectural practices or any governmental requirements.
 - (g) Each Unit Owner acknowledges that neither the sale of a Lot by the Developer to a particular builder nor the inclusion of a particular builder on a list of approved builders constitutes a representation, endorsement or guaranty by the Developer, the DRC or any real estate broker/salesperson of the financial stability, qualifications, work or any other matter relation to such builder. Neither the Developer, the DCR or any real estate broker/salesperson guarantees or warrants the obligations or construction by any builder.
6. Setbacks. No residential unit, or any part thereof (exclusive of porches, decks, porticoes, stoops, balconies, bay and other windows, eaves, chimneys and other similar projections) shall be nearer the street line or property line than the building setback lines shown on the recorded Plat for such Lot.
7. Commencement and Completion of Construction. Unless the following time periods are expressly extended by the Developer in writing, construction of the residence of a Lot shall be commenced (meaning excavation) within six (6) months following the date of delivery of a deed from the Developer to the first purchaser of such Lot and shall be completed within twelve (12) months after such construction commencement. In the event such a construction is not commenced within such six (6) month period (or extension thereof, if any) the Developer shall have, prior to commencement of construction, the right (but not the obligation) to repurchase such Lot from the Unit Owner, free and clear of all mortgages, mechanic's liens and related liens, for an

amount equal to 80% of the sale price of the Lot from the Developer to the initial purchaser thereof. If such repurchase right is exercised by the Developer, the Unit Owner of the Lot in violation of this construction commencement provision shall not be entitled to reimbursement for taxes, insurance, interest, architectural design, engineering, or other expenses paid or incurred by or for such Unit Owner and all taxes and installments of special assessments shall prorated as of the closing of the repurchase by Developer.

8. Exterior Structures.

- (a) No Exterior Structure shall be erected upon, moved onto or maintained upon any Lot except (i) strictly in accordance with and pursuant to the prior written approval of the Approving Party as to the applicable building plans, specifications, exterior materials, location, elevations, lot grading plans, landscaping plans and exterior color scheme and (ii) in compliance with the additional specific restrictions set forth in the subsection (b) below or elsewhere in this Declaration. Notwithstanding the foregoing sentence, the approval of the Architectural Committee shall not be required for (I) any Exterior Structure erected by or at the request of the Developer or (II) any Exterior Structure that (A) has been specifically approved by the Approving Party prior to the issuance of a temporary or permanent certificate of occupancy as part of the residential construction plans approved by the Approving Party and (B) has been built in accordance with such approved plans. Compliance with the specific requirements or restrictions set forth in subsection (b) below or elsewhere in this Declaration shall not automatically entitle an Unit Owner to install or maintain any specific Exterior Structures, and the Approving Party, in its discretion, shall always have the right to additionally regulate, prohibit, condition or otherwise restrict any Exterior Structure notwithstanding such compliance.
- (b) All fencing and privacy screen plans must be approved by the Approving Party prior to installation. No fence shall be installed without a permit from the City (if required) and complying with all applicable laws and codes. All fencing and screening materials shall consist of either wood or masonry (with brick, stone or stucco finish). At a minimum, masonry pilasters shall be constructed at each outside corner of the rear yard perimeter fencing. Fencing and screening materials and colors shall be approved by the Approving Party, and shall not disfigure the property or the neighborhood, or interfere with drainage. All fences and privacy screens shall be constructed with the finished side out. No chain-link, wire or similar fence materials shall be permitted. No fence shall be installed in any landscape or access easement unless installed by or for the Developer or the Homes Association. Unless and until otherwise specifically approved in writing by the Approving Party, (a) each fence or privacy screen shall be six feet in height, (b) no fence or privacy screen shall be constructed or maintained on any Lot nearer to the front street than the rear corners (as determined by the Approving Party) of the residence, (c) no fence shall be constructed or maintained on any Lot more than one foot from the property line of the Lot, except to the extent necessary for such fence to abut the residence, avoid existing trees and, except for fences around swimming pools, hot tubs and patio areas, (d) all fences (except for fences around swimming pools, hot tubs and patio areas) must be joined to or abutting any previously existing fences on adjacent Lots, and (e) all perimeter fences shall be stair-stepped to follow the grade of the Lot.

9. Building or Uses Other Than for Residential Purposes & Miscellaneous Regulations.

(a) Except as otherwise provided in Section 2 above, no residence or Exterior Structure, or any portion thereof, shall ever be placed, erected or used for business, professional, trade or commercial purposes on any Lot. This restriction shall not prevent a Unit Owner or occupant from maintaining an office area or operating a home-business occupation (other than a day care center) in his/her residence in accordance with the applicable ordinances of the City so long as the residential character of the area is maintained.

(b) No illegal, noxious or offensive activity shall be carried on with respect to any Lot; nor shall any trash, ashes or other refuse be thrown, placed or dumped upon any Lot or Common Area; nor shall anything be done which may be or become an annoyance or a nuisance to the Community, or any part thereof. Each Unit Owner shall properly maintain his Lot in a neat, clean and orderly fashion. Each residence and Exterior Structure on a Lot (including, without limitation, any fence that may have been installed by or for the Developer) shall be kept and maintained by the Unit Owner in good condition and repair at all times. Any exterior color change must be approved in advance in accordance with Section 5(b).

(c) Unlicensed or inoperative motor vehicles are prohibited, except in an enclosed garage.

(d) Overnight parking of motor vehicles, boat or other trailers, or similar apparatus of any type or character in private street, Common Areas or vacant lots is prohibited. Motor vehicles shall be parked overnight in garages or on paved driveways only, Except as provided in subsection (f) below, no commercial vehicle (one that bears a sign or other reference to any commercial enterprise on the sides or rear), bus, boat, jet-ski, trailer, camper, RV, mobile home, or similar apparatus shall be left or stored overnight on any Lot, except in an enclosed garage.

(e) Trucks or commercial vehicles with gross vehicle weight of 12,000 pounds or over are prohibited in Chadwick Court except during such limited time as such truck or vehicle is actually being used in Chadwick Court during normal working hours for its specific purpose.

(f) Recreational motor vehicles of any type or character are prohibited except: (i) When stored in an enclosed garage; (ii) Temporary parking on the driveway for the purpose of loading and unloading (maximum of one overnight every 14 days); or (iii) With prior written approval of the Approving Party.

(g) No television, radio, citizen's band, short wave or other antenna, satellite dish (in excess of 39 inches in diameter as provided below), solar panel, clothes line or pole, or other unsightly projection shall be attached to the exterior of any residence or erected in any yard. Should any part or all of the restriction set forth in the preceding sentence be unenforceable because it violates a statute or the First Amendment or any other provision of the United States Constitution, the Approving Party shall have the right to establish rules and regulations regarding the location, size, landscaping and other aesthetic aspects of such projections so as to reasonably control the impact of such projections on the Community, and all parts thereof, and any such rules and regulations shall be binding upon all of the Lots. Notwithstanding any provision in this Declaration to the contrary, small satellite dishes (maximum 39 inches in diameter) may be installed, with the prior written consent and in accordance with the requirements of the Approving Party, so as to render the installation as inoffensive as possible to other Unit Owners.

(h) No artificial flowers, trees or other vegetation shall be permitted on the exterior of any residence or in the yard. Sculptures, bird baths, fountains, yard art, and similar decorative objects are allowed on the exterior of the residence or in the yard only with the specific written approval of the Approving Party.

(i) Exterior holiday lights shall be permitted only between November 15 and January 31. Except for such holiday lights, all exterior lighting shall be white (clear) and not colored. All exterior landscaping lighting must be approved in advance by the Approving Party.

(j) No garage sales, sample sales or similar activities shall be held within the Community without the prior written consent of the Homes Association.

(k) No speaker, horn, whistle, siren, bell or other sound device shall be located, installed or maintained upon the exterior of any residence or in any yard, except intercoms, devices used exclusively for security purposes, and stereo speakers used in accordance with any rules specified by the Board.

(l) All residential service utilities shall be underground.

(m) In the event of vandalism, fire, windstorm or other damage, no residence or Exterior Structure shall be permitted by the Unit Owner to remain in damaged condition for longer than three months (except with the specific written consent of the Approving Party).

(n) No shed, barn, detached garage or other storage facility shall be erected upon, moved onto or maintained upon any Lot (except Lot 7). No storage shall be permitted under a deck.

(o) No outside fuel storage tanks of any kind shall be permitted (except standard propane tanks for outdoor grills).

(p) Except for signs erected by or for the Developer or its approved real estate brokerage company for the Community, no sign, advertisement or billboard may be erected or maintained by any Lot, except that: (i) One sign not more than three feet high or three feet wide may be maintained offering the residence for sale or lease. For newly constructed homes offered for sale, only a real estate brokerage company sign (which may include a rider identifying the builder), and not also a separate sign for the builder, may be used if real estate brokerage company is involved. (ii) One garage sale sign not more than three feet high or three feet wide is permitted on the Lot when a permitted garage sale is being held, provided such signs are erected in accordance with the City code and are installed no more than two hours before the start of the sale and are removed within two hours after the close of the sale. (iii) One political sign per candidate or issue not more than three feet high or three feet wide is permitted on the Lot for up to three weeks before the election but must be removed within 24 hours after the election.

No signs offering a residence for lease or rent shall be allowed in the Community. Without limiting the foregoing, no sign shall be permitted which (a) describes the condition of the residence or the Lot, (b) describes, maligns, or refers to the reputation, character or building practices of Developer, any builder, or any other Unit Owner, or (c) discourages or otherwise impacts or attempts to impact a party's decision to acquire a Lot or residence in the Community. In the event of a violation of the foregoing provisions, the Developer and/or the Association shall be entitled to remove any such offending sign, and in so doing, shall not be subjected to any liability for trespass, violation of constitutional or other rights, or otherwise.

(q) No sign (other than a permanent monument sign at the entry (if any) or community marketing signs approved by the Developer) shall be placed or maintained in any Common Area without the approval of the Approving Party.

(r) No trash, refuse, or garbage can or receptacle (other than construction dumpsters during construction) shall be placed on any Lot outside a residence, except after sundown of the day before or upon the day for regularly scheduled trash collection and except for grass bags placed in the back or side yard pending regularly scheduled trash collection.

(s) Garage doors shall remain closed at all times except when necessary for ingress and egress.

(t) No residence or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental of less than one month duration or under which the occupants are provided customary hotel services such as room service for food and beverages, maid service, and similar services; or (ii) rental to boarders, (i.e., rental to one or more persons of a portion of a residence only). No lease may be of less than an entire residence. Each lease shall be in writing, shall require that the tenant and other occupants acknowledge the existence of the Declaration and agree to comply with all provisions of this Declaration and to the rules and regulations promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of this Declaration or such rules and regulations shall be a default under the lease. In the event a tenant fails to comply with the terms of this Declaration or such rules and regulations, the Unit Owner shall, if so directed by the Board, terminate the lease and evict the tenant. Prior to the commencement of the term of a lease, the Unit Owner shall notify the Board, in writing, of the name or names of the tenant or tenants and the time during which the lease term shall be in effect. Notwithstanding the existence of a lease, the Unit Owner shall remain liable for all obligations under this Declaration with respect to the Lot and the improvements thereon and the use thereof and the Common Areas and the Unit Owner shall cause the rented property to be maintained to the same general condition and standards as then prevailing for the Unit Owner-occupied residences in the Community.

(u) Each of the Developer and the Homes Association may enforce the foregoing restrictions and other provisions of this Declaration by establishing and levying fines and other enforcement charges, having vehicles, trailers or other apparatus towed away at the Unit Owner's expense, or taking such other lawful action as it, in its sole discretion, deems appropriate.

10. Animals. No animals of any kind shall be raised, bred, kept or maintained on any Lot except that dogs, cats and other common household pets may be raised, bred, kept or maintained so long as (a) they are not raised, bred, kept or maintained for commercial purposes, (b) they do not constitute a nuisance and (c) the City ordinances and other applicable laws are satisfied. All pets shall be confined to the Lot of the Unit Owner except when on a leash controlled by a responsible person. Unit Owners shall immediately clean up after their pets on all streets, Common Areas and Lots owned by others.
11. Lawns, Landscaping and Gardens. Within 60 days after the issuance of any permanent or temporary certificate of occupancy for the residence, all grass areas, including all areas between each residence and any adjacent street, regardless of the existence and location of any fence, monument, boundary wall, berm, sidewalk or right-of-way line, shall be fully planted and shall remain fully planted at all times thereafter;

provided, however, that the Unit Owner of a Lot may leave a portion of the Lot as a natural or wooded area with the express written permission of the Approving Party.

Within 60 days after the issuance of any permanent or temporary certificate of occupancy for the residence, the Unit Owner thereof shall landscape the Lot to the same standards as that generally prevailing throughout the Community. All landscaping shall be installed in accordance with the landscaping plans approved by the Approving Party.

Upon satisfactory installation, landscape materials along the private street and between finished houses shall be the responsibility of - and maintained by the Association. Excluded from this provision are front courtyards (on the house side of driveways) and back courtyards - both of which are the responsibility of the individual Unit Owner. Landscape planting and maintenance associated with Lot 7 is also excluded from this provision.

Within 60 days after the issuance of a permanent or temporary certificate of occupancy for the residence, each Lot shall have a sprinkler system installed covering all grasses and landscaped areas in the entire front yard (excluding front courtyards) and side yards of the Lot. Once satisfactorily installed, sprinkler systems for the front and side yard areas (excluding front and rear courtyards) shall be operated by the Association for consistency in irrigation application; however maintenance, repairs and replacement of the individual systems shall remain the responsibility of the respective Unit Owner. The grasses on each Lot (excluding front and rear courtyards - and Lot 7)) shall be maintained and kept in good condition by the Association at all times.

Any/all vegetable gardens shall be located behind the rear corners of the residence (as determined by the Approving Party) and at least five feet away from the boundary of the Lot. Lot 7 is excluded from this requirement.

The Developer shall have the right (but not the obligation) to install one or more trees on the private street side of each Lot. The type of tree(s) and location shall be selected by the Developer in its absolute discretion. The Association shall be responsible for maintaining said trees, if any.

12. Easements for Public Utilities; Drainage; Maintenance.

(a) The Developer shall have, and does hereby reserve the right to locate, erect, construct, maintain and use, or authorize the location, erection, construction, maintenance and use of drains, pipelines, sanitary and storm sewers, gas and water lines, electric and telephone lines, television cables and other utilities, and to give or grant rights-of-way or easements therefore, over, under, upon and through all easements and rights-of-way of record or shown on any recorded plat of the Community or any Common Area. All utility easements and rights-of-way shall inure to the benefit of all utility companies, governmental authorities, the Developer and the Homes Association, for purposes of installing, maintaining or moving any utility lines or services and shall inure to the benefit of the Developer, all Unit Owners and the Homes Association as a cross easement for utility line service and maintenance.

(b) The Developer shall have and does hereby reserve for itself and its successors and assigns and the Homes Association and its successors and assigns an easement over and through all unimproved portions of each Lot in the Community for the purpose of performing the powers and duties of the Homes Association and maintaining any

Common Areas. The Developer shall have the right to execute and record, at any time, an easement with respect to specific areas utilized as provided above.

(c) The Developer, the DRC and the Homes Association, through its authorized representative(s), may at any reasonable time enter any Lot, without being deemed guilty of trespass, for the purpose of inspecting the Lot and any improvements thereon to ascertain any compliance or noncompliance with the requirements and terms of this Declaration and/or any plans approved hereunder.

(d) Developer and the builder of the residence on the Lot shall have reasonable access to each Lot for the purpose of inspecting and maintaining erosion control devices until final stabilization of the full Lot is achieved by planting and landscaping. No Unit Owner shall prevent or inhibit the Developer's or the builder's reasonable access for such purpose and no Unit Owner shall remove or damage any erosion control devices installed by the Developer or the builder. Each Unit Owner shall notify the builder and the Developer of any damage to such erosion control devices.

(e) In the event any easement rights granted in this Section are exercised with respect to any Lot, the party so exercising such easement rights shall exercise the same in a reasonable manner so as to minimize all adverse effects on the Unit Owners and shall promptly repair any damages to such Lot resulting from the exercise of such easement rights and restore the Lot to as near the original condition as possible.

(f) No water from any roof, downspout, sump pump, perimeter basement drain or surface drainage shall be placed in or connected to any sanitary sewer line.

13. Common Areas.

(a) The street serving each of the seven residential units at Chadwick Court is a private street, which is owned in common by each of the (7) unit owners. All street maintenance, repairs and replacement (including all paved surfaces and concrete curb/gutter) shall be the responsibility of Chadwick Court, and accordingly, all costs for said maintenance, repairs and replacement shall be reserved annually – and equally funded by each of the (7) unit owners. Each unit owner is responsible for repairs, maintenance and replacement of their respective/individual driveway.

(b) The size, location, nature and extent of improvements in the Common Areas, and all other aspects of the Common Areas that are provided by the Developer shall be as illustrated and established as Tract A in the recorded Plat for Chadwick Court.

(c) The Developer and its successors, assigns, and grantees, the Unit Owners, and the Homes Association shall have the right and easement to all of the Common Areas, but only for the intended and permitted use of such Common Areas. Such right and easement in favor of the Unit Owners shall be appurtenant to, and shall automatically pass with, the title of each Lot. All such rights and easements shall be subject to the rights of any governmental authority or any utility therein or thereto.

(d) Any Unit Ownership by the Homes Association of any Common Area and the right and easement of enjoyment of the Unit Owners in the Community as to any Common Area shall be subject to the right of the Developer to convey sewage, water, drainage, pipeline, maintenance, electric, telephone, television and other utility easements over, under, upon and through such Common Area, as provided in Section 12 above.

(e) No Unit Owner shall improve, destroy or otherwise alter any Common Area without the express written consent of the Approving Party.

(f) Unit Owners of Lots adjacent or nearby the Common Areas shall prevent erosion and pollutant discharges and runoff onto the Common Areas.

14. Utilities.

(a) Water Lines - All water supply lines (other than those service lines located solely within the boundaries of the lots) shall be owned and maintained by WaterOne. Water service lines will extend under the front landscaped portions of each Lot. To the extent WaterOne fails to repair or replace any of the Common Areas (or front yards) in connection with the maintenance and repair of any water supply lines, the Association shall repair or replace the same at the Association's expense.

(b) Waste Treatment – Waste water (sanitary sewer) treatment services for Chadwick Court are provided by Johnson County Waste Water. Johnson County Waste Water has been granted rights of access throughout Chadwick Court for the purpose of installing, repairing and replacing sanitary sewer lines, pipes, conduit and other apparatus in connection with providing such services to Chadwick Court. To the extent Johnson County Waste Water fails to repair or replace any of the Common Areas in connection with the maintenance and repair of sewer lines lying there under, the Association shall repair or replace the same at the Association's expense.

(c) Electrical Service, Gas, Telephone and Cable Television – The respective utility companies have been granted the rights of access throughout Chadwick Court for the purpose of installing, repairing and replacing utility lines, pipes, conduit and other apparatus in connection with providing such services to Chadwick Court. Such easements are included within the utility easements recorded by the Developer. To the extent the Power Company, Gas Company, Telephone or Cable companies fail to repair or replace any of the Common Areas in connection with the maintenance and repair of any utility lines lying there under, the Association shall repair or replace the same at the Association's expense.

15. Architectural Committee.

(a) No more than two members of the Board shall serve on the Architectural Committee at any time. The provisions of this subsection (a) shall not apply until the Turnover Date. Until the Turnover Date, the DRC shall be the Approving Party.

(b) The Architectural Committee shall meet as necessary to consider applications with respect to any Exterior Structure that require the approval of the Architectural Committee as provided in Section 8 above and to consider any other matters within the authority of the Architectural Committee as provided in this Declaration. The Architectural Committee may specify a form of application that must be used by applicants. A majority of the members of the Architectural Committee shall constitute a quorum for the transaction of business at a meeting and every act or decision made by a majority of the members present at a meeting at which a quorum is present shall be regarded as the act or decision of the Architectural Committee.

(c) At each meeting, the Architectural Committee shall consider and act upon written and complete applications that have been submitted to it for approval in accordance with this Declaration. In making its decisions, the Architectural Committee may consider any and all aspects and factors that the individual members of the Architectural Committee, in their discretion, determine to be appropriate to establish, maintain the quality, character and aesthetics of the Community, including, without limitation, the building plans, specifications, exterior color scheme, exterior materials,

location, elevation, lot grading plans, landscaping plans and use of any proposed Exterior Structure. All decisions of the Architectural Committee shall be in writing and delivered to the applicant, who shall be responsible for keeping the same. The Architectural Committee may establish in advance and change from time to time certain procedural and substantive guidelines and conditions that it intends to follow in making its decisions.

The Architectural Committee shall act upon each written application complete with all required drawings and other information within 35 days after the date on which such completed application is filed.

(d) After the Turnover Date, any applicant or other person who is dissatisfied with a decision of the Architectural Committee shall have the right to appeal such a decision to the Board provided such appeal is filed in writing with a member of the Board within 30 days after the date the Architectural Committee renders its written decision. In making its decisions, the Board may consider any and all aspects and factors that the individual members of the Board, in their discretion, determine to be appropriate without limitation, the building plans, specifications, exterior color scheme, exterior materials, location, elevation, lot grading plans, landscaping plans and use of any proposed Exterior Structure. Any decision rendered by the Board on appeal of a decision of the Architectural Committee shall be final and conclusively binding on all parties and shall be deemed to be the decision of the Architectural Committee for all purposes under this Declaration. The Board from time to time may adopt, amend and revoke rules and regulations respecting appeals of decisions of the Architectural Committee, including, without limitation, requiring payment of the Homes Association of a reasonable fee by the appealing party.

16. No Liability for Approval or Disapproval; Indemnification.

(a) Neither the Developer, nor the Homes Association, nor any member of the DRC, the Architectural Committee or the Board (or any committee thereof) shall be personally liable to any person for any approval, disapproval or failure to approve any matter submitted for approval, for the adoption, amendment or revocation of any rules, regulations, restrictions or guidelines or for the enforcement of or failure to enforce any of the restrictions contained in this Declaration or any other declaration or any such rules, regulations, restrictions or guidelines.

(b) If any Unit Owner commences a lawsuit or files a counterclaim or cross-claim against the Homes Association, the Board, the DRC, the Architectural Committee, or any individual member, director, officer or employee thereof, and such Unit Owner fails to prevail in such lawsuit, counterclaim or cross-claim, the Homes Association, the Board, or individual sued by such Unit Owner shall be entitled to recover from such Unit Owner all litigation expenses incurred in defending such lawsuit, counterclaim or cross-claim, including reasonable attorneys' fees. Such recovery right shall constitute a lien against the Unit Owner's Lot and shall be enforceable against such Lot.

(c) To the fullest extent permitted by law, the Homes Association shall indemnify each office and director of the Homes Association, each member of the Architectural Committee, each member of the DRC, and the Developer (to the extent a claim may be brought against the Developer by reason of its appointment, removal of or control over, or failure to control, any such other persons) (each, an "Indemnified Party") against all expenses and liabilities, including, without limitation, attorneys' fees, reasonably incurred by or imposed upon the Indemnified Party in connection with any action or proceeding, or any settlement thereof, to which the Indemnified Party may be a party or

in which the Indemnified Party in connection with any action or proceeding, or any settlement thereof, to which the Indemnified Party may be a party or in which the Indemnified Party may become involved by reason of serving or having served in such capacity (or, in the case of the Developer, by reason of having appointed, removed or controlled or failed to control any officer or director of the Association or member of the DRC), provided the Indemnified Party did not act, fail to act or refuse to act with fraudulent or criminal intent in the performance of the Indemnified Party's duties. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which any Indemnified Party may be entitled at law or otherwise.

17. Covenants Running with Land; Enforcement; Waivers. The agreements, restrictions, reservations and other provisions herein set forth are, and shall be, covenants running with the land and shall be binding upon all subsequent grantees of all parts of the Community. The Developer, and its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions, reservations and other provisions; provided, however, that neither the Developer, the Homes Association nor any other person or entity its successors, assigns and grantees, and all parties claiming by, through or under them, shall conform to and observe such agreements, restrictions, reservations and other provisions; provided, however, that neither the Developer, the Homes Association nor any other person or entity shall be obligated to enforce any such agreements, restrictions, reservations or other provisions. By accepting a deed to any of the Lots, each future grantee of any of the Lots shall be deemed to have personally consented and agreed to the agreements, restrictions and reservations set forth herein as applied to the Lot and Unit Owner. No agreement, restriction, reservation or other provision herein set forth shall be personally binding upon any Unit Owner except with respect to breaches thereof committed or allowed to continue during his Unit Ownership; provided, however, that (i) the immediate grantee from the builder of the residence on a Lot shall be personally responsible for breaches committed during such builder's Unit Ownership of such Lot and (ii) an Unit Owner shall be personally responsible for any breach committed by any prior Unit Owner of the Lot to the extent notice of such breach was filed of record, as provided in the third paragraph of this Section, prior to the transfer of Unit Ownership.

The Developer, the Homes Association and each Unit Owner shall have the right (but not the obligation) to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the agreements, restrictions, reservations and other provisions set forth in this Declaration, in addition to any action at law for damages. To the maximum extent permitted by law, if the Developer or the Homes Association files such court action and is successful in obtaining a judgment or consent decree in such court action or otherwise obtaining compliance by the breaching party, as part of the judgment or decree or any dismissal or settlement, the actual legal fees, costs and expenses incurred by the Developer and/or Homes Association with respect to such action.

Whenever the Developer or the Board determines that a violation of this Declaration has occurred and is continuing with respect to a Lot, the Developer or the Homes Association may file with the Recording Office a certificate setting forth public notice of the nature of the breach and the Lot involved.

No delay or failure by any person or entity to exercise any of its rights or remedies with respect to a violation of this Declaration shall impair any of such rights and remedies; nor shall any such delay or failure be construed as a waiver of that or any other violation.

In addition to the specific provisions of this Declaration that allow the Developer or DRC to make certain decisions or give permission for certain matters, the Developer or DRC or the Homes Association (acting through the Board) may, under special situations or circumstances as determined by it, allow variances or waivers of the requirements or terms set forth in this Declaration. Any such variation or waiver so granted by the Developer or DRC or the Homes Association shall not constitute a waiver of such requirement or term in any other situation or under any other circumstances.

No waiver of any violation shall be effective unless in writing and signed and delivered by the person or entity entitled to give such waiver, and no such waiver shall extend to or affect any other violation or situation, whether or not similar to the waived violation. No waiver by one person or entity shall affect any rights or remedies that any other person or entity may have; provided, however, that a duly authorized, executed and delivered waiver by the Homes Association, acting upon a decision of the Board, respecting a specific violation or potential violation of this Declaration with respect to a specific Lot shall constitute and be deemed as a waiver by all other persons and entities (other than the Developer) of such violation or potential violation.

18. Assignment of Developer's Rights. The Developer shall have the right and authority, by written agreement made expressly for that purpose, to assign, convey and transfer to any person(s) or entity, all or part of the rights, benefits, powers, reservations, privileges, duties and responsibilities herein reserved by or granted to the Developer, and upon such assignment the assignee shall then for all purposes be the Developer hereunder with respect to the assigned rights, benefits, powers, reservations, privileges, duties and responsibilities. Such assignee and its successors and assigns shall have the right and authority to further assign, convey, transfer and set over the rights, benefits, powers, reservations, privileges, duties, and responsibilities of the Developer hereunder.
19. Release or Modification of Restrictions.
 - (a) Subject to subsection (c) below, the provisions of this Declaration shall remain in full force and effect in perpetuity.
 - (b) Anything set forth in this Section to the contrary notwithstanding (other than subsection (c) below), the Developer shall have the absolute, unilateral right, power and authority to modify, revise, amend, change or add to any other the terms and provisions of this Declaration, as from time to time amended or supplemented, by executing acknowledging and recording in the Recording Office a written instrument for such purpose, if (i) any of the Veteran's Administration, the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any successor or similar agencies thereto shall require such action as a condition precedent to the approval by such agency of the Community or any part of the Community or any Lot in the Community, for federally-approved mortgage financing purposes under applicable programs, laws and regulations, (ii) the City requires such action as a condition to approval by the City of some matter relating to the development of the Community or any other area, (iii) a typographical or factual error or omission needs to be corrected in the opinion of the Developer, or (iv) such action is appropriate, in Developer's discretion, in connection with a replat of all or any part of the Community. No such amendment by the Developer shall require the consent of any Unit Owner or the Homes Association.
 - (c) Notwithstanding any other provision of this Declaration to the contrary, the written consent of the Unit Owner of Lot 7 shall be required for the modification of this

Declaration or to any amendment, modification or termination of any provision of this Declaration that affects the existing residence on Lot 7.

- 20. Extension of Community. The Developer shall have, and expressly reserves the right to add to the existing Community and to the operation of the provisions of this Declaration other adjacent nearby lands (without reference to any tract, street, park or right-of-way) by executing, acknowledging and recording in the Recording Office a written instrument subjecting such land to all of the provisions hereof as though such land had been originally described herein and subjected to the provisions hereof; provided, however, that such declaration or agreement may contain such deletions, additions and modifications of the provisions of this Declaration applicable solely to such additional property as may be necessary or desirable as solely determined by the Developer in its discretion. Unit Owners acknowledge that Developer (or his successors/assigns) may eventually annex other property into Chadwick Court for additional residential development. In the event Developer (or his successors/assigns) chooses to develop additional property, Unit Owners hereby agree to not object either formally or informally.
- 21. Severability. Invalidation of any of the provisions set forth herein, or any party thereof, by an order, judgment or decree of any court, or otherwise, shall not invalidate or affect any of the other provisions or parts.
- 22. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of Kansas.
- 23. Grandfather Status of Existing Residence. Lot 7 is already improved with a residence and other related improvements. To the extent that any now existing improvement on such Lot violates any restrictions or requirements set forth in this Declaration, such violating improvement shall be grandfathered from such provisions of this Declaration so long as the violating improvement continues to exist and is maintained in good condition and repair.

IN WITNESS WHEREOF, the undersigned does hereby make this Declaration of Restrictions for Chadwick Court, and has caused this Declaration to be executed on the day and year first written above.

THE DEVELOPER:

CHADWICK COURT, LLC

By: _____
Robert L. Mogren, Managing Member

STATE OF KANSAS)
COUNTY OF JOHNSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert L. Mogren, as Managing Member of Chadwick Court, LLC, a Kansas limited liability company, who has signed the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, with full authority, executed the same voluntarily for and as the act of said corporation.

Notary Public in and for said County and State

Print Name: _____

My Commission Expires: _____

Seal

FIRST UNITED TITLE AGENCY, LLC

1101 SW US 40 HWY

Blue Springs, MO 64015

Phone: (816) 463-2975 Fax: (913) 383-3930

INFORMATIONAL REPORT

SCHEDULE A

File Number: 17801

1. Effective Date: July 29, 2013 at 8:00 AM
2. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
3. Title to the Fee Simple estate or interest in the land is at the effective date vested in:
M. Suzanne Mogren, Trustee of the M. Suzanne Mogren Trust, originally dated November 27, 1989
4. The land referred to in this Commitment is located in the County of Johnson, State of Kansas, and is described as follows:
Lot A, SOMERSET HILLS, a subdivision in the City of Prairie Village, Johnson County, Kansas and all that part of the West 0.72 feet of the East 225 feet of the Northeast Quarter of the Southwest Quarter of Section 22, Township 12, Range 25, lying South of the North line of Lot A, SOMERSET HILLS, projected West and North of the South line of said Lot A, projected West, EXCEPT any part thereof in streets or roads.

File No.: 17801

EXHIBIT A

Lot A, SOMERSET HILLS, a subdivision in the City of Prairie Village, Johnson County, Kansas and all that part of the West 0.72 feet of the East 225 feet of the Northeast Quarter of the Southwest Quarter of Section 22, Township 12, Range 25, lying South of the North line of Lot A, SOMERSET HILLS, projected West and North of the South line of said Lot A, projected West, EXCEPT any part thereof in streets or roads.

EXCEPTIONS

File No.: 17801

1. Schedule B of the report to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:
 - a. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
 - a. Rights or claims of parties in possession not shown by the public records.
 - b. Easements, or claims of easements, not shown by the public records.
 - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an accurate and complete land survey of the Land.
 - d. 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.
 - e. Taxes or special assessments which are not shown as existing liens by the public records.

Special Exceptions:

3. Taxes 2013 and subsequent years.
4. Building setback line over the Northerly 35 feet of the premises, as shown on the recorded plat.
5. Utility Easement over the Westerly 10 feet and Southerly 5 feet of the premises, as shown on the recorded plat.
6. Easement Granted to City of Prairie Village, as more fully set forth in the instrument recorded as Document No. 1807461 in Book 2833 at page 760.
7. Right of Way Granted to Mission Township Main Sewer District No. 1, as more fully set forth in the instrument recorded as Document No. 531903 in Book 86 at page 382.
8. Covenants and restrictions as shown in the Document recorded as Document No. 515443 in Book 79 at Page 423, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code or (b) relates to Handicap, but does not discriminate against handicapped persons. NOTE: this exception omits any covenant, condition or restriction based on race, color, religion, sex, handicap, familial status or national origin as provided in 42 U.S.C. § 3604, unless and only to the extent that the covenant (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. § 3607, or (c) relates to a handicap, but does not discriminate against handicapped peoples.
9. Terms and Provisions of the Homes Association Declaration recorded as Document No. 530408 in Book 86 at Page 53, which provides for, among other things, the levy of assessments, which if unpaid, may become a lien thereon.
10. Mortgage executed by Robert L. Mogren and M. Suzanne Mogren, husband and wife to Heartland Bank, NA, dated January 30, 2002 and recorded February 14, 2002 as Document No. 3374145 in Book 7644 at Page 146,

stating that it secures \$225,000.00 and interest. NOTE: Modification Agreement with respect to the foregoing Mortgage filed September 6, 2007 as Document No. 20070906-0001179 in Book 200709 at Page 001179.

11. FOR INFORMATIONAL PURPOSES ONLY:

Total Tax Amount for the year 2012 is \$16,355.20 (General \$15,472.68, Specials \$882.52), which is PAID IN FULL. Parcel ID: OP70000000 000A; Mill Levy 118.9260. Prior years are paid in full.

NOTE: For your convenience, the tax records reflect the address of the property to be 3101 W 75th St, Prairie Village, KS 66208.

Tax Receipt



Treasury and Financial Management

111 S. Cherry St., Suite 1500

Olathe, KS 66061

(913) 715-2600

<http://www.jocogov.org/treasurer>

MOGREN, M. SUZANNE TRUSTEE
3101 W 75TH ST
PRAIRIE VILLAGE, KS 66208

Payment Date: 5/12/2014
Receipt Printed: 5/16/2014
Tracking Number: 3077000

Current Real Estate

Property #	Tax Year	Tax	Interest	Fees	Prior Payments	Amount Paid	Balance Due
OP70000000 000A MOGREN, M. SUZANNE TRUSTEE 3101 W 75TH ST PVC	2013	\$16,563.42	\$0.00	\$0.00	\$8,281.71	\$8,281.71	\$0.00
TOTAL						\$8,281.71	\$0.00

Tax Receipt



Treasury and Financial Management

111 S. Cherry St., Suite 1500

Olathe, KS 66061

(913) 715-2600

<http://www.jocogov.org/treasurer>

MOGREN, M. SUZANNE TRUSTEE
3101 W 75TH ST
PRAIRIE VILLAGE, KS 66208

Payment Date: 5/12/2014
Receipt Printed: 5/16/2014
Tracking Number: 3077001

Current Real Estate

Property #	Tax Year	Tax	Interest	Fees	Prior Payments	Amount Paid	Balance Due
OP70000000 000A1 MOGREN, M. SUZANNE TRUSTEE	2013	\$555.43 NS NT PVC	\$0.00	\$0.00	\$277.72	\$277.71	\$0.00
TOTAL						\$277.71	\$0.00

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

CHADWICK COURT
3101 W 7th St Prairie Village KS

Item No.	Unit	Quantity	Item Description:	Unit Price	Extension
			General		
1	LS	1	Mobilization	\$ 10,000.00	\$ 10,000
2	LS	1	Construction Surveying	\$ 4,000.00	\$ 4,000
3	LS	1	Clearing & Grubbing	\$ 6,000.00	\$ 6,000
4	LS	1	Demolition & Removals	\$ 5,000.00	\$ 5,000
					\$ 25,000
			Earthwork		
5	CY	2205.4	Excavation (Unclassified)	\$ 10.00	\$ 22,054
6	CY	1080.2	Embankment (in-place)	\$ 5.00	\$ 5,401
7	CY	1125.2	Haul Away	\$ 2.00	\$ 2,250
8	SF	2821.0	Retaining Wall	\$ 33.00	\$ 93,091
9	LF	432.8	Retaining Wall - Handrail	\$ 20.00	\$ 8,656
					\$ 131,452
			Street		
10	SY	1076.8	Asphaltic Concrete (8")	\$ 33.00	\$ 35,533
11	LF	84.7	CG-1 Curb & Gutter	\$ 25.00	\$ 2,117
12	LF	584.3	CG-2 Curb & Gutter	\$ 25.00	\$ 14,607
					\$ 52,258
			Drainage		
13	Each	4	Curb Inlet - Type II (5' X 3')	\$ 3,750.00	\$ 15,000
14	Each	1	Junction Box (4' x 4')	\$ 3,250.00	\$ 3,250
15	LF	47	Storm Sewer - (15")	\$ 120.00	\$ 5,604
16	LF	52.0	Storm Sewer - (18")	\$ 145.00	\$ 7,540
17	LF	28.0	Storm Sewer - (24")	\$ 160.00	\$ 4,480
					\$ 35,874
			Sanitary Sewer		
18	EA	4	4' Dia Manhole	\$ 3,500.00	\$ 14,000
19	LF	135	6" PVC SDR 26	\$ 20.00	\$ 2,700
20	LF	445	8" DIP CL50	\$ 40.00	\$ 17,800
21	EA	6	6" on 8" DIP Tee	\$ 200.00	\$ 1,200
22	EA	6	Cleanout	\$ 800.00	\$ 4,800
23	EA	1	Connect to Existing MH	\$ 1,500.00	\$ 1,500
24	EA	1	Abandon & Remove Ex. Manhole	\$ 3,000.00	\$ 3,000
25	LF	10	Reinforced Concrete Encasement	\$ 25.00	\$ 250
					\$ 45,250
			Water		
26	LF	360.0	6" PVC	\$ 25.00	\$ 9,000
27	EA	1.0	Fire Hydrant	\$ 3,000.00	\$ 3,000
28	EA	1.0	Air Release Valve	\$ 2,900.00	\$ 2,900
					\$ 14,900
			Erosion Control		
29	LF	1405.0	Sediment Fence	\$ 2.00	\$ 2,810
30	EA	3	Inlet Protection	\$ 120.00	\$ 360
31	LS	1	Maintenance of the Stormwater Pollution Prevention Plan	\$ 6,800.00	\$ 6,800
					\$ 9,970
Construction - Subtotal					\$ 314,704
Contingency					\$ 15,296
TOTAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST					\$ 330,000

MEMORANDUM

TO: Prairie Village Planning Commission
FROM: Ron Williamson, FAICP, Lochner, Planning Consultant
SUBJECT: Wireless Communication, Existing Site Improvements
DATE: July 1, 2014

Project # 000009686

COMMENTS:

At its regular meeting on June 3, 2014, the Planning Commission discussed the issue of minor improvements to existing wireless communications facilities and directed Staff to prepare an amendment to the regulations.

Recently there have been several minor facility changes to wireless communications installations as they upgrade to meet the level of competitors. Most of these have been very minor changes, but the Wireless Communications Ordinance Section 19.33.055 Existing Site Improvements Section C, Additional Antennae states, "additional antennae or replacement of current antennae may be added through an application for a revised site plan and will require submission to and approval by the Planning Commission." And Section E states, "Any proposal by a permit holder to replace a current antenna or to alter and improve an existing facility, tower or antenna in a manner to make the same less obtrusive such as lessening the tower height, converting the structure to an alternative tower structure, or modifying the antenna to a "slim line" or internal design shall be considered as an amended site plan and will only require submission to and approval by the Planning Commission."

The following is a suggested revision to Section 19.33.055. In reviewing the entire section, revisions should be made in several paragraphs. Text to be deleted is lined out and text to be added is shown in italics.

19.33.055 Existing Site Improvements.

Alterations or improvements to existing wireless communication sites shall be allowed when these alterations or improvements are implemented to:

- A. Accommodate additional wireless service providers, provided that the alterations or improvements meet all applicable requirements of this Chapter. ~~Unless otherwise provided for by the current Special Use Permit, application for such alteration or improvement to an existing site will require approval through an amended Special Use Permit. However, if provided by the current Special Use Permit,~~ Such application shall be considered a revised final site plan and will only require submission to and approval of the Planning Commission.
- B. Any such alteration or improvement shall meet any and all current applicable design and technical standards and requirements. The cumulative effect of any additional antennae and related facilities must comply with the radio frequency radiation emission guidelines established by the FCC.
- C. Additional Antennae. When provided for in the approved capacity limit of a multi-user tower's current Special Use Permit, additional antennae or replacement of current antenna *and other support equipment* may be added through an application for ~~a revised site plan and will only require submission to and approval by the Planning Commission.~~ *an Administrative Review and approval by Staff. The applicant shall submit three copies of the proposed plans and the Structural Analysis for Administrative Review and will be responsible for the costs of the review and approval.* Any additional antennae that exceed the ~~originally approved structural~~ capacity limit shall be considered a revised application, and shall require an amended ~~Special Use Permit Site Plan approved by the Planning Commission~~ to locate.

Any additional antennae or replacement of current antennae shall meet any and all current applicable design and technical standards and requirements **including the structural capacity of the tower**. The cumulative effect of any additional antennae and related facilities must comply with the radio frequency radiation emission guidelines established by the FCC.

- D. In the event that new technology provides a better alternative to the design requirements herein, the Planning Commission, **by Site Plan approval**, may reasonably approve or require design modification of a wireless communication facility, tower or antenna when the appearance of the same is deemed to be less obtrusive than the requirements permitted herein.
- E. Any proposal by a permit holder to replace ~~a current antenna~~ or to alter and improve an existing facility, ~~or tower or antenna~~ in a manner to make the same less obtrusive such as lessening the tower height, converting the structure to an alternative tower structure, or modifying the antenna to a "slim line" or internal design shall be considered as an amended site plan and will only require submission to and approval by the Planning Commission.
- F. Any such alteration or improvement shall meet any and all current applicable design and technical standards and requirements, and the cumulative effect of any additional antennae and related facilities must comply with the radio frequency emission guidelines established by the FCC **and the structural capacity of the tower**.

(Ord. 2189, Sec. II, 2009)

RECOMMENDATION:

It is the recommendation of Staff that the Planning Commission review and revise the proposed amendments as it deems appropriate and authorize a public hearing for the August 5, 2014, Planning Commission Meeting.