

PROPERTY INFORMATION PACKET

THE DETAILS



420 E. Cedar Ridge Ct. | Andover, KS 67002

AUCTION: Saturday, December 7th @ 10:00 AM

12041 E. 13th St. N., Wichita, KS, 67206
316.683.0612 • 800.544.4489
www.McCurdyAuction.com



McCurdy
AUCTION L.L.C.
REAL ESTATE SPECIALISTS



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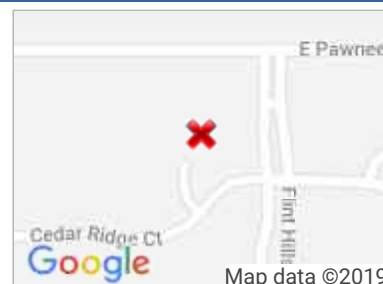
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or McCurdy was obtained from a variety of sources and seller and McCurdy have not made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid.

ALL FIELDS CUSTOMIZABLE



MLS # 574496
Status Active
Contingency Reason
Area B54 - South Andover
Address 420 E CEDAR RIDGE CT
City Andover
Zip 67002
Asking Price \$0
Original Price \$0
Picture Count 36



Map data ©2019



KEYWORDS

AG Bedrooms 3
Total Bedrooms 5.00
AG Full Baths 2
AG Half Baths 1
Garage Size 3
Basement Yes - Finished
Levels One Story
Approximate Age 11 - 20 Years
Acreage 1.01 - 5 Acres

Approx. AGLA 3371
AGLA Source Court House
Approx. BFA 3206.00
BFA Source Court House
Approx. TFLA 6,577
Lot Size/SqFt 47916
Number of Acres 1.10

GENERAL

List Agent - Agent Name and Phone Showing Phone Parcel ID Elementary School High School Legal Display Address Virtual Tour Y/N	RICK W BROCK - HOME: 316-683-0612 1-800-301-2055 20015-008-313-05-0-00-05-002.00-0 Prairie Creek Andover Central FLINT HILLS NAT'L ADD(PH2) , BLOCK 1 , LOT 1 , ACRES 1.1 , SECTION 05 TOWNSHIP 28 RANGE 03E Yes No	List Office - Office Name and Phone Year Built School District Middle School Subdivision Realtor.com Y/N VOW: Allow AVM	McCurdy Auction, LLC - OFF: 316-683-0612 2002 Andover385 Andover Central FLINT HILLS NATIONAL Yes Yes
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ROOMS

Master Bedroom Level Master Bedroom Flooring Living Room Dimensions Kitchen Level Kitchen Flooring Room 2 Type Room 4 Level Room 4 Dimensions Room 5 Level Room 5 Dimensions Room 6 Level Room 6 Dimensions Room 7 Level Room 7 Dimensions Room 8 Level Room 8 Dimensions Room 9 Level Room 9 Dimensions Room 10 Level Room 10 Dimensions Room 11 Level Room 11 Dimensions Room 12 Level Room 12 Dimensions	Main Carpet 13x17 Main Wood Main 12x11 Main 16x18 Main 13x12 Main 14x13 Lower 22x38 Lower 20x17 Lower 13x14 Lower 13x14 Lower 19x18	Master Bedroom Dimensions Living Room Level Living Room Flooring Kitchen Dimensions Room 1 Type Room 3 Type Room 4 Type Room 4 Flooring Room 5 Type Room 5 Flooring Room 6 Type Room 6 Flooring Room 7 Type Room 7 Flooring Room 8 Type Room 8 Flooring Room 9 Type Room 9 Flooring Room 10 Type Room 10 Flooring Room 11 Type Room 11 Flooring Room 12 Type Room 12 Flooring	17x18 Main Wood 18x22 Dining Room Wood Family Room Wood Bedroom Carpet Bedroom Carpet Rec. Room Wood Theater Carpet Bedroom Carpet Bedroom Carpet Bonus Room Tile
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DIRECTIONS

Directions (Andover) Pawnee & Butler Rd. - East to Flint Hills National Dr., south to Cedar Ridge Ct., west to home.

FEATURES

ARCHITECTURE	BASEMENT / FOUNDATION	KITCHEN FEATURES	INTERIOR AMENITIES
Ranch	Full	Eating Bar	Ceiling Fan(s)
EXTERIOR CONSTRUCTION	Walk Out At Grade	Island	Central Vacuum
Masonry-Brick	View Out	Pantry	Closet-Walk-In
Masonry-Stone	BASEMENT FINISH	Range Hood	Hardwood Floors
ROOF	2 Bedroom	Gas Hookup	Humidifier
Tile	1/2 Bath	APPLIANCES	Security System
LOT DESCRIPTION	Bsmt Rec/Family Room	Dishwasher	Wet Bar
Cul-de-Sac	Bsmt Office	Disposal	Window Coverings-All
Irregular	Bsmt Wet Bar	Microwave	Wired for Surround Sound
Wooded	2 Baths	Refrigerator	POSSESSION
FRONTAGE	Bsmt Theater	Range/Oven	At Closing
Paved Frontage	COOLING	MASTER BEDROOM	PROPOSED FINANCING
EXTERIOR AMENITIES	Central	Master Bdrm on Main Level	Other/See Remarks
In Ground Pool	Zoned	Split Bedroom Plan	WARRANTY
Swimming Pool Equipment	Electric	Master Bedroom Bath	No Warranty Provided
Covered Deck	HEATING	Sep. Tub/Shower/Mstr Bdrm	OWNERSHIP
Fence-Wrought Iron/Alum	Forced Air	Two Sinks	Individual
Guttering	Zoned	AG OTHER ROOMS	NEIGHBORHOOD AMENITIES
Irrigation Well	Gas	Family Room-Main Level	Greenbelt
Sidewalks	DINING AREA	Foyer	PROPERTY CONDITION REPORT
Sprinkler System	Eating Space in Kitchen	LAUNDRY	Yes
Other/See Remarks	Formal	Main Floor	SHOWING INSTRUCTIONS
GARAGE	FIREPLACE	Separate Room	Appt Req-Call Showing #
Attached	Three+	Wash Sink	LOCKBOX
Oversized	Family Room		SCKMLS
Side Load	Rec Room/Den		TYPE OF LISTING
FLOOD INSURANCE	Woodburning		Excl Right w/o Reserve
Unknown	Gas Starter		AGENT TYPE
UTILITIES			Sellers Agent
Sewer			
Natural Gas			
Public Water			

MARKETING REMARKS

Marketing Remarks This property is offered by Rick Brock with McCurdy Auction, LLC. Office: 316-683-0612 Email: rbrock@mccurdyauction.com. ONSITE REAL ESTATE AUCTION ON DECEMBER 7TH, 2019 AT 10:00 AM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. PREMIER | NO MINIMUM, NO RESERVE!!! 6,577 Sq. Ft. Home on 1.10 +/- Acres in Flint Hills National Addition, Andover, Kansas! This gorgeous home features masonry stone and brick exterior, a tiled roof, three-car garage, and a beautiful in-ground pool! The Home Owner's Association dues include general upkeep in common areas and security gates. This beautiful home is selling to the highest bidder regardless of price! This exquisite home has curb appeal with a beautifully manicured lawn and a long driveway leading to the three-car garage. The sidewalk from the driveway leads to the covered front entry of the home. You will not believe your eyes when you see this front porch! This front porch features a wood burning fireplace perfect for entertaining or simply to enjoy a quiet evening outside overlooking the spacious yard. Enter the home through custom solid wood double doors. Inside the home enjoy a breath-taking view in the living room with floor-to-ceiling windows, hardwood flooring, and custom details such as crown molding. On one side of the entry is a reading / piano area with a recessed wall for showcasing. On the other side of the entry is a formal dining area. Step past the dining area through a lovely arched entry leading to the lower level staircase. On the other side of the staircase is an informal dining area with pendant lighting and large picture window. Enjoy dining with endless views of the backyard. Nearby the dining area is the large kitchen. This custom kitchen is a chef's dream with built-in microwave and stove, Thermador gas range, and large Sub-Zero refrigerator. Enjoy the conveniences and attention-to-detail this kitchen offers with custom cabinetry, a large pantry, and granite countertops. This kitchen features a large eating bar and a kitchen island both with sinks and prep area, perfect for entertaining. Retreat to the adjoining family room after a meal to relax by the gas fireplace and enjoy the views of the backyard. The family room features a gas fireplace, built-in shelving and storage, and coffered ceiling. Near the family room is the separate laundry room and a half bathroom. The master suite features a large master bedroom with tray ceiling and a hallway leading to the expansive walk-in closet and master bathroom. Relax in the jetted tub, and enjoy getting ready with a tiled walk-in shower and double-sink vanity with custom cabinetry. Two bedrooms with connecting Jack and Jill bathroom complete the main level. The architectural details continue to the lower level. This home offers a walk-out and view out basement, which features a stunning custom built stone wet bar with built-in glass shelving. The adjoining family / recreation room features a gas fireplace and built-in shelving. Enjoy entertaining and watching your favorite movie with your own home theater complete with built-in speakers. The lower level also features a hobby / office room with built-in desk and shelving, tile flooring, and a glass-paned door leading to the backyard. Two additional bedrooms both with en-suite bathrooms and another half bathroom complete the lower level. Step outside to the covered deck that overlooks the in-ground heated pool with automatic cover. This backyard is perfect for entertaining and recreation. Enjoy the privacy this backyard offers with plenty of trees and mature landscaping surrounding the backyard and a lovely wrought-iron fence. Schedule your private showing today! DISCLOSURES: \$30,000 anticipates closing on or before 30 days from the date of sale. A 45 day close is available at the discretion of purchaser with deposit of \$45,000 in earnest money at the time of contracting. See "Terms of Sale."

AUCTION

Type of Auction Sale	Absolute	1 - Open for Preview	Yes
Method of Auction	Live Only	1 - Open/Preview Date	
Auction Location	420 E. Cedar Ridge Ct.	1 - Open Start Time	
Auction Offering	Real Estate Only	1 - Open End Time	
Auction Date	12/7/2019		
Auction Start Time	10:00 AM		
Broker Registration Req	Yes		
Buyer Premium Y/N	Yes		
Premium Amount	0.10		
Earnest Money Y/N	Yes		
Earnest Amount %/\$	30,000.00		

TERMS OF SALE

Terms of Sale *Buyer should verify school assignments as they are subject to change. The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or seller's agents. It is incumbent upon buyer to exercise buyer's own due diligence, investigation, and evaluation of suitability of use for the real estate prior to bidding. It is buyer's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns, or any other desired inspection. Any information provided or to be provided by seller or seller's agents was obtained from a variety of sources and neither seller nor seller's agents have made any independent investigation or verification of such information and make no representation as to the accuracy or completeness of such information. Auction announcements take precedence over anything previously stated or printed. Total purchase price will include a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The real estate will be open for previewing one hour prior to the real estate auction, or by scheduled appointment. Earnest money is due from the high bidder at the auction in the form of cash, check, or immediately available, certified funds in the amount \$30,000 for 30 day close or \$45,000 for 45 day close.

PERSONAL PROPERTY

Personal Property

ADDITIONAL PICTURES





DISCLAIMER

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PLAZA REAL ESTATE

Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 420 E. Cedar Ridge

Seller: James

Date of Purchase:

Message to the Seller: This statement is a disclosure of the condition of the above described Property known by the SELLER on the date that it is signed. It is not a warranty of any kind by the SELLER(S) or any real estate licensees involved in this transaction, and should not be accepted as a substitute for any inspections or warranties the BUYER(S) may wish to obtain. If you know something important about the Property that is not addressed on the Seller's Property Disclosure, add that information to the form. Prospective Buyers may rely on the information you provide.

Instructions: (1) Complete this form yourself. (2) Answer all questions truthfully and as fully as possible. (3) Attach all available supporting documentation. (4) Use explanation lines as necessary. (5) If you do not have the personal knowledge to answer a question, use the comment lines to explain.

By signing below you acknowledge that the failure to disclose known material information about the Property may result in liability.

Message to the Buyer: Although Seller's Property Disclosure is designed to assist the SELLER in disclosing all known material (important) facts about the Property, there are likely facts about the Property that the SELLER does not know. Therefore, it is important that you take an active role in obtaining the information about the Property.

Instructions: (1) Review this form and any attachments carefully. (2) Verify all important information. (3) Ask about any incomplete or inadequate responses. (4) Inquire about any concerns not addressed on the Seller's Property Disclosure. (5) Obtain professional inspections of the Property. (6) Investigate the surrounding area.

THE FOLLOWING ARE REPRESENTATIONS OF THE SELLER(S) AND ARE NOT INDEPENDENTLY VERIFIED BY THE BROKER(S) OR AGENTS(S).

PART I

APPLIANCES					ELECTRICAL						
		TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.			TRANSFERS TO BUYER			Indicate the condition of the following items by marking only one appropriate box.
None	Does Not Transfer	Working	Not Working	Don't Know		None	Does Not Transfer	Working	Not Working	Don't Know	
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke/Fire Detectors
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Light Fixtures
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Oven	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Switches/Outlets
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range (Circle One) <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ceiling Fan(s)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bathroom Vent Fan(s)
					Built in (Circle One) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Telephone Wiring/Blocks/Jacks
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range Hood	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Door Bell
					Vented Outside (Circle One) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercom
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Kitchen Refrigerator	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Garage Door Opener
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Clothes Washer	# of Remotes: <u>3</u>					Keypad Entry: (Circle One) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Clothes Dryer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Aluminum Wiring
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Copper Wiring
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	220 Volt
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exterior Attached Gas Grill	<u>2-200</u>					Service Panel Total Amps
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Security System
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____						(Circle One) <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent/Financed
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	<u>Accountable Alex</u>					Company
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other: _____	Comments:					
Comments:											

BUYER'S INITIALS: _____

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SELLER'S INITIALS: James

Instant
Forms

WATER/SEWAGE SYSTEMS (See Part II Also)					HEATING & COOLING SYSTEMS				
TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.	TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.				
None Does Not Transfer	Working Not Working Don't Know		None Does Not Transfer	Working Not Working Don't Know					
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Sewage Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Cooling System				
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Sump Pump	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Type <u>Central</u>				
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Backup Sump Pump/Battery	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Age <u>2 units</u>				
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Plumbing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Heating System				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Type	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Type <u>forced</u>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Water Heater (Circle One) <input type="checkbox"/> Elect <input checked="" type="checkbox"/> Gas	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Age <u>2002</u>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Size & Age <u>4.5 years</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Window/Wall Air Conditioning Units				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Instant Hot Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Electronic Air Filter				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Water Softener	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Humidifier <u>2</u>				
		(Circle One) <input type="checkbox"/> Own <input type="checkbox"/> Rent/Lease	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Fireplace				
		Company	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Fireplace Insert				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Water Purifier/Reverse Osmosis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Wood burning Stove				
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Underground Sprinkler System	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Chimney/Flue - Date Last Cleaned <u>March - 2015</u>				
		<input type="checkbox"/> Backflow Device (Circle One) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Gas Log Lighter				
		<input type="checkbox"/> Date Last Tested or Inspected <u>April 2014</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Whole House Attic Fan				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Pool Equipment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Solar Equipment				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Hot Tub/Spa	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Propane Tank				
Comments:			Comments:						
MEDIA									
TRANSFERS TO BUYER		Indicate the condition of the following items by marking only one appropriate box.	Any Additional Comments for Part I:						
None Does Not Transfer	Working Not Working Don't Know								
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Satellite Dish							
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> # of Rcvrs/Remotes							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Attached Antennas							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Cable TV Wiring/Jacks							
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Attached Television Mount(s)							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Projector(s)							
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> Projector Screen(s)							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Surround Sound Speakers							
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/> Wired for Surround Sound							
Comments: <u>2 systems</u>									
<u>Dolby 7.2.2</u>									
<u>Dolby 5.1</u>									

BUYER'S INITIALS: _____

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SELLER'S INITIALS: [Signature] [Signature]

Instant Forms

PART II

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.

Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 1 STRUCTURAL FOUNDATION/WALLS
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? If YES, are you aware of any adverse conditions?
Indicate all that apply: <input type="checkbox"/> Basement <input type="checkbox"/> Crawl Space <input type="checkbox"/> Slab			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any structural engineer's report(s) available? If YES, Date of Report: _____ Copy Attached? (Mark One): <input type="checkbox"/> YES <input type="checkbox"/> NO
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Movement, shifting, deterioration or other problems with walls or foundation?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cracks or flaws in the walls, floors or foundation? *
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Problems with driveways, walkways, patios, retaining walls, party walls? *
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Problems with operation of windows or doors, or broken seals?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Any corrective actions to items in this section? (Example - Piering, bracing, etc.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is there insulation in the walls?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is there insulation in the floors? - above media areas
Additional Comments: * Below COX cable run - installed Polyurethane			
* Polyurethane areas for aesthetics			
Both have 5 year Warranty			

YES	NO	DON'T KNOW	SECTION 2 ROOF/INSULATION
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Age: 2007 Type: Tile
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	To your knowledge, are there any <input checked="" type="checkbox"/> PAST <input type="checkbox"/> PRESENT roof leaks? (Mark One) If any, identify details below.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	During your ownership, has the roof ever been <input type="checkbox"/> REPLACED? <input checked="" type="checkbox"/> REPAIRED? (Mark One) If YES, Date: 2017, 2018 (Identify details below.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you know of any problems with chimneys or chases? (If YES, explain below.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is there insulation in the ceiling/attic?
Additional Comments: 2017 leak around fireplace on Porch. Flashing fixed.			
when we bought in 2012 owner had repaired storm damage. * 2018 - see attached email			

YES	NO	DON'T KNOW	SECTION 3 MOLD/MILDEW
According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals.			
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Presence of any mold/mildew in the property?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any problems created by mold or mildew for occupants of the structure during your ownership?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has the property had any professional mold remediation during your ownership? If YES, Date: _____
Additional Comments:			

BUYER'S INITIALS: _____

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SELLER'S INITIALS: *[Signature]*

Lindsey Hess

From: Ramey James jrame86733@gmail.com
Sent: Friday, September 14, 2018 10:22 AM
To: Lindsey Hess
Subject: Re: Feedback Response :: 420 E CEDAR RIDGE CT-another update

On 9-2-2018 we experienced strong circular type winds and heavy rains which lasted 7 days.
As a result we noticed some ceiling staining in a couple places in the garage and music room.
We had blocked dams and valleys. Some areas had water damage.
9-10-2018 repaired the leaks , and chose to replace the valleys in the other roof locations
As a precaution.
No insurance claim. Out of pocket \$11,950.00. Transferable warranty.

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 4 WATER/SEWAGE SYSTEMS	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property connected to City Water?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: _____	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property connected to any private water systems? (Mark all that apply.)	
			<input type="checkbox"/> Drinking Well	<input checked="" type="checkbox"/> Irrigation Well
			<input type="checkbox"/> Geo-Thermal Well	
			Type: _____ Location: _____ Depth: _____	
			Type: _____ Location: _____ Depth: _____	
			Type: _____ Location: _____ Depth: _____	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Has the water in any wells shown test results of contamination? (If YES, explain below.)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property connected to a septic system? Date Last Pumped: _____	
			Tank Size: _____ Location: _____	
			# feet laterals: _____ # Feet Infiltrators: _____ Location: _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property connected to a lagoon system? Location: _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property connected to some other type of waste disposal system? (If YES, explain below.)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, is there any problem relating to the waste disposal system?	
Additional Comments:				

YES	NO	DON'T KNOW	SECTION 5 WATER INTRUSION/LEAKS	
To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Any water leakage in or around the fireplace or chimney? on porch fireplace	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any water leakage around (If YES, mark all that apply.) <input type="checkbox"/> WINDOWS <input type="checkbox"/> SKYLIGHTS <input type="checkbox"/> DOORS?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any leaks caused by appliances?	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Any water leakage into (If YES, mark all that apply.) <input checked="" type="checkbox"/> BASEMENT <input type="checkbox"/> CRAWL SPACE	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any accumulation of water within the basement/crawl space?	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sump Pump(s) Location(s): 2 - Basement Mechanical	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drain Tiles (If YES, mark all that apply.) <input type="checkbox"/> INTERIOR <input type="checkbox"/> EXTERIOR	
Additional Comments: porch fireplace flashing - 2017				
2018 - look below COX cable line SCOPE THE				
drain tiles - all lines repaired				

YES	NO	DON'T KNOW	SECTION 6 PEST, WOOD INFESTATION & DRY ROT	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)	
			<input type="checkbox"/> WOOD DESTROYING INSECTS	<input type="checkbox"/> DRY ROT
			<input type="checkbox"/> OTHER WOOD INFESTATION	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)	
			<input checked="" type="checkbox"/> WOOD DESTROYING INSECTS	<input type="checkbox"/> DRY ROT
			<input type="checkbox"/> OTHER WOOD INFESTATION	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have there been any repairs of such damage? (If YES, explain below.)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property currently under a termite warranty or other coverage by a licensed pest control company?	
			Company: Betts	Warranty Expiration Date: 10/11/2025
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Any pest control reports in the last 5 years? (If YES, explain below.)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Any professional pest control treatments in the last 5 years? (If YES, explain below.)	
Additional Comments: Betts insect 2017				
Sentricon & Betts Termites - precautionary				
painters in 2017 found spots of old activity on				
porch. repaired as painting whole house				

BUYER'S INITIALS: _____

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SELLER'S INITIALS:  

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 7 ENVIRONMENTAL CONDITIONS
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property located in a subdivision with a master drainage plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, is the property in compliance?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Has the property ever had any drainage problems during your ownership? (If YES, explain below.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any producing or non-producing gas/oil wells on the property or adjacent property?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Do mineral rights convey to buyer? If NO, please define: _____
			Groundwater contamination has been detected in several areas in the State of Kansas.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are you aware of groundwater contamination or other environmental concerns?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any reports or records pertaining to groundwater contamination or other environmental concerns?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any diseased or dead trees and shrubs?
			To your knowledge, are any of the following substances, materials, products on the real property? (YES or NO Only.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Asbestos
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contaminated soil or water (including drinking water)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Landfill or buried materials
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lead-based paint (if YES, attach disclosure.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Radon gas in house or well If YES, has mitigation been performed? (Mark One) <input type="checkbox"/> YES <input type="checkbox"/> NO
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Methane Gas
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Oil sheers in wet areas
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Radioactive material
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Toxic material disposal (solvents, chemicals, etc.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Underground fuel or chemical storage tanks
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	EMFs (Electro Magnetic Fields)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Urea formaldehyde foam insulation (UFFI)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are you aware if any portion of the property has ever been used for the manufacture of, or storage of, chemicals or equipment used in manufacturing methamphetamine, ecstasy, LSD or any other illegal substances?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, are any of the above conditions present near your property?

Comments:

YES	NO	DON'T KNOW	SECTION 8 BOUNDARIES/LAND
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Have you had a survey of the property? (If YES, attach copy if available.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Are the boundaries of your property marked in any way?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is there any fencing on the boundaries of the property?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does fencing belong to the property? If YES, which sides? <u>ALL</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any features of the property shared in common with adjoining landowners, such as, walls, fences, roads, driveways? (If YES, explain below.)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property owner responsible for maintenance of any such shared feature(s)?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, are there any boundary disputes, encroachments, or unrecorded easements?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, is any portion of the property located in a federally designated flood plain?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you currently, or have you ever, paid flood insurance for the property?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	To your knowledge, is any portion of the property located in a designated wetlands area?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Do you know of any of the following items that have occurred on the property or in the immediate area?
			(Mark all that apply.)
			<input type="checkbox"/> EXPANSIVE SOIL <input type="checkbox"/> EARTH MOVEMENT
			<input type="checkbox"/> FILL DIRT <input type="checkbox"/> UPHEAVAL
			<input type="checkbox"/> SLIDING <input type="checkbox"/> EARTH STABILITY PROBLEMS
			<input type="checkbox"/> SETTLING

Comments:

BUYER'S INITIALS: _____

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SELLER'S INITIALS: _____

Answer each question with one answer to the best of your knowledge. Specify relevant details in Additional Comment lines.
Attach all relevant documentation for further explanation, including any and all repair reports.

YES	NO	DON'T KNOW	SECTION 9 SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The law requires that the Seller disclose the existence of special assessments against a property.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Any current/pending bonds, assessments, or special taxes that apply to property?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The property may be subject to special assessments or is located in an improvement district? (Refer to relevant tax disclosure - Mark One).
			<input type="checkbox"/> Owner <input type="checkbox"/> County <input type="checkbox"/> Public Record <input type="checkbox"/> Other: _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property subject to rules or regulations of an active Homeowner's Association?
			Annual Dues? <u>1100</u> Initiation Fee? _____
			Homeowner's Association contact information: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property subject to a right of first refusal?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Any violations of such covenants and restrictions?
Comments:			
YES	NO	DON'T KNOW	SECTION 10 MISCELLANEOUS
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property without obtaining required permits?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the present use of the property a non-conforming use?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Have you had any insurance claims in the past five years?
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Were repairs made? If so, _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is there any unrepaired damage due to hail, storm, wind, fire or flood?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does a pet(s) reside or has a pet(s) ever resided in or on the property?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Do all window and door treatments remain? If NO, please list: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Does any other personal property remain? If YES, please list: _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Does the property contain any of the following? (Mark all that apply.)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> Swimming Pool <input type="checkbox"/> Spa <input type="checkbox"/> Hot Tub <input type="checkbox"/> Sauna <input type="checkbox"/> Water Feature
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	If YES, are either of the following heated? <input checked="" type="checkbox"/> Swimming Pool <input type="checkbox"/> Spa If yes, type of heat? _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature? Explain: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Is the property in a historic, conservation or special review district, that requires any alterations or improvements to the Property, be approved by a board or commission?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or desirability of the property?
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Are there any transferable warranties on the property or any of its components?
Comments:			
Any Additional Comments For Part II:			

BUYER'S INITIALS: _____

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SELLER'S INITIALS: _____

Instant
forms

216

SELLER'S ACKNOWLEDGEMENT

217 Seller acknowledges that: the information contained in this disclosure is accurate, true and complete to the best
 218 of Seller's knowledge, information and belief; Seller has provided all the information contained in this Seller's
 219 Property Disclosure; and that the Broker/Realtor® has not prepared, nor assisted in the preparation of this
 220 Disclosure. Seller hereby indemnifies, holds harmless and releases all Brokers/Realtors® involved in the sale of
 221 the property from all liability, claims, loss, cost, or damage in connection with the information contained in this
 222 Disclosure. Seller hereby authorizes the listing broker to provide copies of this Disclosure to other real estate
 223 brokers and agents and prospective buyers of the property.

224 Seller is occupant: ☒ YES ☐ NO

225 Seller certifies that the information herein is true and correct to the best of the Seller's knowledge as of the date
 226 signed by Seller.

227 SELLER: [Signature] 6-13-18 SELLER: [Signature] 6-21-18
 228 Date Date

229

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

230 1. I have personally inspected the property. I will rely upon the inspections encouraged under my contract with
 231 Seller. Subject to any inspections, I agree to purchase the property in its present condition without
 232 representations or guarantees of any kind by the Seller or any REALTORS® concerning the condition or value of
 233 the property.

234 2. I agree to verify any of the above information that is important to me by an independent investigation of my
 235 own. I have been advised to have the property examined by professional inspectors.

236 3. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or
 237 repairing physical defects in the property. I state that no important representations concerning the condition of
 238 the property are being relied upon by me except as disclosed above or as fully set forth as
 239 follows: _____

240 4. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain
 241 sexually violent crimes after April 14, 1994, to register with the sheriff of the county in which they reside. I have
 242 been advised that if I desire information regarding those registrants, I may find information on the home page of
 243 the Kansas Bureau of Investigation (KBI) at www.ink.org/public/kbi or by contacting the local sheriff's office.

244 5. I acknowledge that McConnell Air Force Base is located within Sedgwick County and is an operational military
 245 Air Force base that is open 24 hours a day and activity at that base may generate noise. The volume, pitch,
 246 amount and frequency of noise may be affected by future changes in McConnell Air Force Base activity. I have
 247 been informed that if I desire information regarding potential for noise caused by the aircraft operations
 248 associated with McConnell Air Force Base and its operations, I may find information by contacting the
 249 Metropolitan Area Planning Department.

250 BUYER: _____ BUYER: _____
 251 Date Date

252 This form is approved by legal counsel for the Wichita Area Association of REALTORS® exclusively for use by members of the Wichita Area
 253 Association of REALTORS® and other authorized REALTORS®. No warranty is made or implied as to the legal validity or adequacy of this
 254 form, or that its use is appropriate for all situations. Copyright March 2014.

255 Pg 7 of 7



SAVOY COMPANY, P.A.
433 S. Hydraulic
WICHITA, KS 67211

PH: (316) 265-0005

FAX: (316) 265-0275

Invoice

Date	Invoice #
11/13/2012	13291 B

Bill To

LANCE JAMES
420 E CEDAR RIDGE CT
ANDOVER, KS 67002

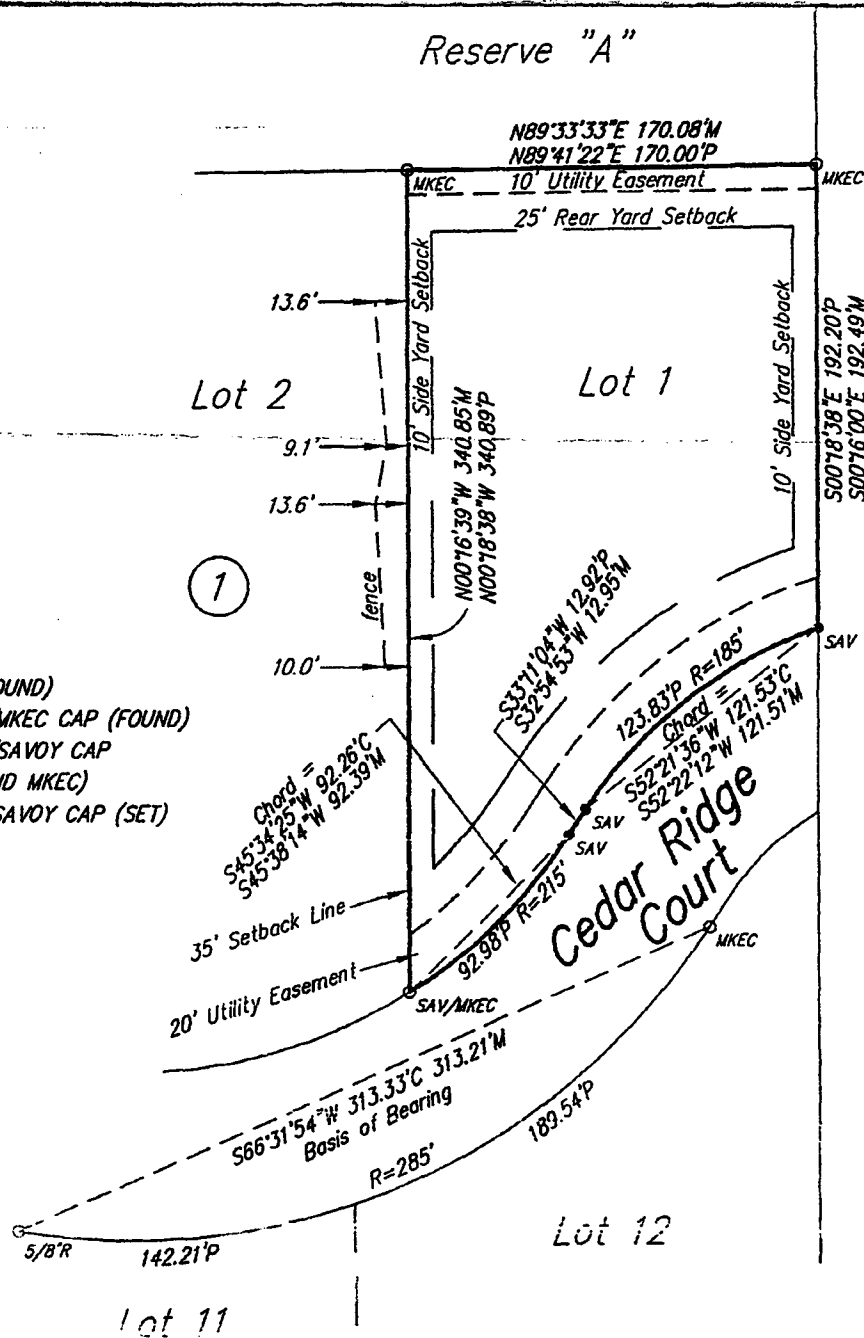
Terms

Due on receipt

Reserve "A"

Reserve "B"

- 1" = 80'
- LEGEND:
- P = Platted
 - M = Measured
 - C = Calculated
 - R = Radius
- 5/8"R 5/8" REBAR (FOUND)
 - MKEC 1/2" REBAR W/MKEC CAP (FOUND)
 - SAV/MKEC 1/2" REBAR W/SAVOY CAP (SET OVER FOUND MKEC)
 - SAV 1/2" REBAR W/SAVOY CAP (SET)





PLAZA REAL ESTATE

PERSONAL PROPERTY EXCLUSION AMENDMENT

The terms of the Listing Agreement between

James as Seller

covering property commonly known as:

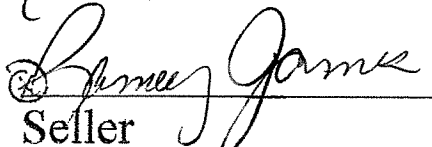
420 E Cedar Ridge

is amended with said attached listed items (anything screwed, glued, bolted or otherwise affixed) below being excluded from the sale of the home. This Amendment supersedes the Seller's Property Disclosure and the MLS.

1. all Televisions w/ with
2. seller
3. _____
4. TV & console w/ components
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____


Seller

6-21-18
Buyer


Seller

6-21-18
Buyer

420 E. Cedar Ridge

12 mos.

AVERAGE UTILITIES

Company

Amount

Wichita Water & Sewer
265-1300

60.57

Westar Energy (Elec. Service)
800-383-1183

Butler REC

264.92

Kansas Gas Service (Natural Gas)
800-794-4780

114.99

Butler County
BOOK 882 PAGE 93

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
CEDAR RIDGE AT FLINT HILLS

St. of Kansas - Butler Co. } SS
Recorded January 11, 1999
At 2:15 P.M. 3/4
Book 882 Page 93
Folio \$64.00 (30)
Marcus M. Co.
Marcus M. Co. - Title of Deed

RTN: Butler County Title (5)

64⁰⁰ c

COMP
NUM
CMP
SHOW

ARTICLE 1: ADDITIONAL DEFINITIONS

- SECTION 1.01. "ADDITION"
SECTION 1.02. "BOARD"
SECTION 1.03. "CLUB OWNER"
SECTION 1.04. "COMMON AREA"
SECTION 1.05. "COURTESY SETBACK"
SECTION 1.06. "DECLARANT"
SECTION 1.07. "DRC"
SECTION 1.08. "GOLF CLUB"
SECTION 1.09. "GOLF COURSE LOT"
SECTION 1.10. "LOT"
SECTION 1.11. "LOT MAINTENANCE AREA"
SECTION 1.12. "OWNER"
SECTION 1.13. "PROPERTY"
SECTION 1.14. "STRUCTURE"

ARTICLE 2: ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

- SECTION 2.01. FORMATION OF ASSOCIATION
SECTION 2.02. MEMBERSHIP
SECTION 2.03. VOTING RIGHTS
SECTION 2.04. INITIAL ELECTION
SECTION 2.05. BOARD OF DIRECTORS

ARTICLE 3: PROPERTY RIGHTS IN COMMON AREA

- SECTION 3.01. EASEMENT IN COMMON AREA
SECTION 3.02. REGULATIONS
SECTION 3.03. IMPROVEMENTS TO COMMON AREA; USAGE
SECTION 3.04. RESERVATION OF RIGHTS IN THE COMMON AREA
SECTION 3.05. TITLE TO THE COMMON AREA

ARTICLE 4: ASSESSMENTS AND RELATED MATTERS

- SECTION 4.01. ASSESSMENTS
SECTION 4.02. DETERMINATION OF ASSESSMENTS; EXEMPTIONS; TRANSFER ASSESSMENTS; PRO-RATA
SECTION 4.03. MOVING ASSESSMENT
SECTION 4.04. INTEREST OF FIDELITY
SECTION 4.05. FINES
SECTION 4.06. LIMIT FOR DELINQUENT ASSESSMENTS
SECTION 4.07. SUBORDINATION OF ASSESSMENT LIEN
SECTION 4.08. RIGHT OF ASSOCIATION TO ENFORCE PAYMENT OF ASSESSMENT
SECTION 4.09. MAXIMUM ANNUAL ASSESSMENT
SECTION 4.10. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS
SECTION 4.11. INTEREST ON DELINQUENT ASSESSMENTS

ARTICLE 5: COVENANTS FOR MAINTENANCE; ENFORCEMENT

ARTICLE 6: ARCHITECTURAL CONTROL; DRAINAGE

- SECTION 6.01. APPROVAL REQUIRED
SECTION 6.02. FORM OF PLANS AND SPECIFICATIONS
SECTION 6.03. INITIAL LANDSCAPING COST
SECTION 6.04. RETENTION OF APPROVED PLANS AND SPECIFICATIONS
SECTION 6.05. REMOVAL AND ALTERATION OF STRUCTURES, ITEMS
SECTION 6.06. LIMIT OF INSPECTION
SECTION 6.07. NO LIABILITY
SECTION 6.08. MEMBERSHIP OF DRC
SECTION 6.09. INITIAL GUIDELINES
SECTION 6.10. MASTER DRAINAGE PLAN - VIOLATION AND ENFORCEMENT

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
CEDAR RIDGE AT FLINT HILLS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE CEDAR RIDGE AT FLINT HILLS ("Declaration"), is made effective the 15th day of December, 1998, by Flint Hills Company, L.C., a limited liability company created under the laws of the State of Kansas ("Declarant").

RECITALS:

- A. In order to insure the proper development thereof and adequate maintenance and government of the Property (as hereafter defined) and the rights of Owners (as hereafter defined), it is necessary to establish binding covenants, conditions and restrictions applicable to the Property; and
- B. In connection with its acquisition of the Property, Declarant agreed to establish certain covenants in favor of the Club Owner (as hereafter defined) as provided herein; and
- C. It is the purpose and intention of the Declarant that the Property shall be held and/or conveyed subject to the provisions of this Declaration; and
- D. There shall be established the Cedar Ridge Owners' Association (the "Association"), the principal purpose of which will be to enforce the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, and conveyed subject to the following easements, covenants, and conditions, and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property, protect the interests of the Club Owner, and be binding on all parties having any right, title, or interest therein or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner, the Club Owner, and the successors-in-interest.

ARTICLE I: Additional Definitions

Section 1.01 "Addition" shall mean Block 2, Parcel 6 of Final P.U.D. - First Phase Flint Hills National Golf Club, Andover, Butler County, Kansas, Section 5, Township 28 South, Range 3 East, as amended from time to time.

Section 1.02. "Board" mean the Board of Directors of the Association (as defined in the recitals above).

Section 1.03. "Club Owner" shall mean Flint Hills National Golf Club, Inc., the current owner of the Golf Club, and each successor owner of the Golf Club.

Section 1.04. "Common Area" shall mean Reserves A and C, Parcel 6 in the Addition.

Section 1.05. "Course Setback" shall mean those portions of the Golf Course Lots located within a distance of one hundred feet (100') of a boundary of the Golf Club.

Section 1.06. "Declarant" shall mean Flint Hills Company, L.C. or its assigns.

Section 1.07. "DRC" shall mean the Design Review Committee referenced in Section 6.01 hereof.

Section 1.08. "Golf Club" shall mean Flint Hills National Golf Club, a golf club located on the real estate legally described as Lot 1, Block 3, Parcel 11 of the Final P.U.D. - First Phase Flint Hills National Golf Club, Andover, Butler County, Kansas, Section 5, Township 28 South, Range 3 East, including all buildings, parking areas, accessways and the golf course thereon.

Section 1.09. "Golf Course Lots" shall mean the following Lots: 4 and 9 through 14, inclusive, and the east boundary of Lot 15, all in the Addition.

Section 1.10. "Lot" shall mean any of the following: 1 through 4, inclusive, and 9 through 21, inclusive, all located in the Addition; provided, that where land has been attached or detached from any Lot, the enlarged or diminished Lot shall be deemed to be a "Lot" and two or more Lots which are combined into a single home site shall be deemed one "Lot" hereunder.

Section 1.11. "Lot Maintenance Area" shall mean the minimum portion of each Lot which shall be sprinkled, mowed, maintained and manicured in a manner and with such frequency as is consistent with lawns located in high quality residential neighborhoods, which portion of each Lot shall mean: 70% of the areas to the front and sides of the residence constructed on a Lot, exclusive of driveways, walkways and the residence, and 50% of the area to the rear of the residence, exclusive of improved patio areas, swimming pool and poolhouse areas, tennis/sport court areas and/or storage or shop shed or similar improvements.

Section 1.12. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to a Lot, excluding Owners who have sold their interest under an executory contract; during the term of such a contract, the purchaser shall be considered the Owner hereunder.

Section 1.13. "Property" shall refer to the Lots and the Common Area.

Section 1.14. "Structure" shall mean and include any thing or device (other than trees, shrubbery, hedges and landscaping), the place of which upon any Lot may affect the appearance of such Lot, including, by way of illustration and not limitation, any building, garage, porch, shed, greenhouse or bathhouse, covered or uncovered patio, swimming pool, tennis court, light

pole, clothesline, radio or television antenna, fence, curbing, paving, wall more than two feet (2') in height, satellite dish, signboard, mailbox and related structure, or any temporary or permanent improvement to such Lot. "Structure" shall also include (i) any excavation, fill, ditch, diversion dam or other thing or device which affects or alters the natural flow of surface water from, upon or across any Lot, or which affects or alters the flow of any waters in any natural or artificial stream, wash or drainage channel from, upon or across any Lot and (ii) any change in the grade of any Lot other than in accordance with drainage guidelines, standards and plans established by the Declarant, DRC, the municipality having jurisdiction over the Property or the Lot-specific drainage plan referenced in Section 6.10, whichever are most stringent.

ARTICLE 2: Association Membership And Voting Rights

Section 2.01. Formation of Association. The Association shall be organized by Declarant as a nonprofit corporation for a perpetual term under the laws of the State of Kansas.

Section 2.02. Membership. Membership in the Association shall be mandatory for each Owner. All Owners shall, upon becoming such, be deemed automatically to have become members, and there shall be no other qualification for membership. Membership shall be appurtenant to, and shall not be separated from, ownership of a Lot.

Section 2.03. Voting Rights. All Owners, so long as they shall qualify under this Article 2, shall be entitled to vote on each matter submitted to a vote at a meeting of the members. Each member of the Association shall have two votes for each Lot owned by such Owner subject to the following exceptions and conditions:

A. When any Lot is owned or held by more than one Owner, as tenants in common, joint tenancy, or any other manner of joint or common ownership or interest, such Owners shall collectively be entitled to only two votes relative to such Lot, and if such Owners cannot jointly agree as to how those votes should be cast, no votes shall be allowed with respect to such Lot;

B. Any Owner who is in violation of this Declaration, as determined by the Board, shall not be entitled to vote during any period during which such violation continues. Any Owner who fails to pay any assessments established pursuant to the terms hereof shall not be entitled to vote during the period in which such assessments are due and unpaid; and

C. Notwithstanding the foregoing, Declarant shall be entitled to ten votes for each single Lot owned by it.

Section 2.04. Initial Operation. Notwithstanding the provisions of this Declaration, the operation of the Association and the Board shall be within the absolute and exclusive control of the Declarant until such time as Declarant transfers the operation thereof to the Association, written notice of which transfer shall be given to the Association by Declarant. During the

operation of the Association and the Board by Declarant, Declarant may perform and exercise any and all rights and obligations hereunder related to the Association, and the Board. Further, the appointment of the members of the DRC, pursuant to Section 6.08 hereof, shall be made by Declarant until such time as Declarant specifically assigns such right by written instrument to the Association.

Section 2.05. Board of Directors. All actions of the Association shall be taken on its behalf by the Board, except for (a) when a vote of the members is specifically required by this Declaration, the Articles of Incorporation, or the Bylaws, and (b) the initial operation thereof by Declarant as referenced in Section 2.04 above.

ARTICLE 3: Property Rights in Common Area

Section 3.01. Easement in Common Area. Subject to the provisions hereof, Declarant hereby dedicates and conveys to each Owner a right and easement of enjoyment in and to the Common Area. The Association shall be responsible for the payment of taxes, special assessments and insurance premiums on, or related to, the Common Area, for the proper maintenance of the open spaces, and for compliance with this Declaration. Said rights and easements shall not be personal but shall be appurtenant to the Lots, whether or not specifically set forth in deeds to the Lots.

Section 3.02. Regulations. The Association shall have the authority to make and enforce rules and regulations pertaining to the use and maintenance of the Common Area, which rules and regulations shall be binding upon the Owners and all persons authorized to use the Common Area.

Section 3.03. Improvements To Common Area: Usage. Improvements may be placed or constructed on or within the Common Area, including, but not limited to, private streets, walking paths, street lights, signage, recreational areas, landscape buffers, grass, landscape, water sprinkling systems, furniture, artwork, guardhouses and gates, fences, walls, hedges, infrastructure improvements and recreational facilities, including, but not limited to, grills and fireplaces, playground equipment and similar items. The Common Area may be used for recreation or other uses for the benefit of the Owners which may be determined by the Association. All Owners in good standing, their families, and guests accompanying said Owners shall have equal access to the Common Area and all facilities located thereon, subject to rules and regulations as referenced above, including the right to place limitations on the number of guests and the right to suspend Owners, their families, and their guests if such Owners are in default in the payment of assessments and may further suspend any such Owners, and with their respective families and guests in the event of a violation of any other obligation required by this Declaration or due to any infraction of such rules and regulations.

Section 3.04. Reservation of Rights in the Common Area. Notwithstanding any other provision of this Declaration, Declarant reserves, for itself and the Association, the right to grant easements within the Common Area for the installation, repair, replacement and maintenance of

water mains, sewers, drainage courses, public walkways, and other public utilities; provided that to the extent practical such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area. Declarant shall have the further right during the development of the Property to alter and reconfigure the Common Area to accommodate developmental, operating or maintenance concerns as they may arise from time to time, including, but not limited to, adding or removing land area to or from the Common Area. Additionally, Declarant specifically reserves for itself, its successors and assigns, and for the Association, a perpetual, non-exclusive easement and right-of-way to enter upon any Lot as reasonably necessary in order to construct, install, erect, maintain, improve, repair and/or replace any entrance treatment, fence, wall, walkway, water sprinkler system (including water wells, sprinkler controls and electric meters and lines association therewith) or any signage pertaining to or serving the Property or Common Area within any wall, utility and/or drainage easement shown on the current or any future planned unit development of the Property, or located on any Lot due to oversight. The Declarant and the Association shall have the right to mortgage any part, parts, or all of the Common Area in connection with the borrowing of money in the furtherance of any of its purposes authorized herein and shall have the right to take such steps as are necessary to comply with such mortgage and to prevent foreclosure and any similar proceedings thereunder.

Section 3.05. Title to the Common Area. Declarant may retain the title to the Common Area until such time as it desires to convey title to the Association; provided, however, title shall be conveyed no later than the time that Declarant relinquishes in full its rights hereunder to the Association as provided in Section 6.08 below. Notwithstanding anything to the contrary provided herein, Declarant, prior to conveyance of the Common Area to the Association, and after such conveyance, the Association may remove land from the Common Area and include the same within a Lot or Lots or other real estate, from time to time.

ARTICLE 4: Assessments And Related Matters

Section 4.01. Assessments. All Lots shall be subject to an annual charge to be assessed under this Declaration, which assessments are to be paid by the respective Owners thereof to the Association, in advance, on the 1st day of January, in each year; provided, the Board may permit the annual assessment charge to be paid annually, semiannually, quarterly or monthly. The obligation of any Owner to pay assessments shall commence upon purchase of a Lot and is not dependent upon there being improvements erected thereon. Suspension of the right to use the Common Area or voluntary non-use thereof shall not relieve any Owner of the obligation to pay assessments. No Owner shall have the right to withhold payment of assessments by virtue of the non-payment thereof by any other Owner or the violation of these covenants, conditions, and restrictions or any rule or regulation promulgated by either the Association or any other Owner. The amount of the initial annual assessment shall be established by Declarant and shall commence on the date specified by Declarant upon notice given to the Owners.

Section 4.02. Determination of Assessments; Exemptions; Transfer Assessments; Proration.

A. Each year following the establishment of the initial annual assessment by Declarant as referenced above, the Board shall, prior to January 1, (or as soon thereafter as it is so), determine the total amount to be raised by its respective annual assessment charges for the next succeeding year. Subject to any exemptions permitted by this Declaration, each Lot shall be assessed an equal amount. Should the Board at any time determine, in its sole discretion, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Association, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem necessary.

B. In view of the substantial expenditures incurred by Declarant in connection with the Common Area, Declarant, and any properly licensed general contractor acquiring a Lot from Declarant for the purpose of constructing a residence thereon and offering the same for sale, shall be exempt from imposition of any assessment, whether general or special, with respect to any Lot so long as Developer or such contractor holds legal title thereto (provided, the assessment exemption for such general contractors shall not extend beyond nine (9) months from the date legal title to a Lot is conveyed to such contractor).

C. At any time legal title to a Lot transfers, the transferee shall pay at the time of the closing of such transfer to the working capital of the Association an amount equal to Two Hundred Dollars (\$200.00); provided the requirement to pay such a fee shall not apply to either:

i. the transfer by Declarant to an affiliated entity, or the transfer of Declarant's interest as developer of the Property; or

ii. the transfer of title to any Lot to a properly licensed general contractor for purposes of constructing a residence thereon for the purpose of offering the same for sale.

D. In the event any Lot would be subject to a general or special assessment in any calendar year, if it were not for an exemption available under subparagraphs B and/or C immediately above, at such time as such exemption is no longer in effect during such calendar year, the applicable assessment shall be prorated for such year (based on the remaining portion of such year) and be paid by the then Owner.

Section 4.03. Mowing Assessment. In addition to the annual general assessment, any Lot on which a residence has not been constructed and completed shall be assessed \$100 for each calendar month between the date the same is acquired by an Owner other than the Declarant and the completion of a residence thereon, in order to partially reimburse the Declarant or the Association for the cost of periodically mowing such Lot so that it remains in a sightly condition;

provided, such cost may be increased or decreased from time to time by Declarant or the Association based on the actual mowing costs. An easement is hereby established to permit the Declarant, the Association and contractors of either to enter upon a Lot for mowing prior to completion of a residence thereon.

Section 4.04. Duties/Use of Funds. The Association shall enforce all of the covenants, conditions and restrictions imposed hereby as the same may be modified from time to time and shall perform all duties and obligations of the Association as are otherwise provided for herein. The Association assessment fund shall be used for such of the following purposes as the Board shall determine necessary and advisable for improving, maintaining, repairing and replacing the Common Area, which shall include, but are not limited to, maintaining, repairing and replacing private streets; for expenses incidental to the proper operation and maintenance of any recreational facilities located within the Common Area, including any recreation structures or improvements; for collecting and disposing of garbage and rubbish within the Common Area; for employing watchmen; for maintaining, repairing and replacing security gates/guardhouses and equipment; for caring for vacant property (including the mowing of vacant Lots not owned by Declarant); for removing grass or weeds; for street cleaning; for street lights, street signs, and snow removal; for constructing, purchasing, maintaining, and operating any community service, including publishing a directory of the membership of said Association; for purchase of insurance premiums; for expenses incidental to the enforcement of these restrictions; for the payment of management, accounting, legal and operating expenses of said Association; for payment of the costs attributable to the Property and the Association pursuant to that certain Access And Expense Sharing Agreement recorded in the Butler County real estate records dated of even date herewith; for doing any other thing advisable or desirable for the general welfare of the Owners; and for any other purpose within the purposes for which the Association is incorporated.

Declarant may install a perimeter privacy wall, fence, security gate/guardhouse and equipment and/or hedge along portions of the Property, or within Common Areas, and may install landscaping and sprinkler systems on either side thereof as Declarant may in its sole discretion determine. In the event of the installation of such wall, fence, security gate/guardhouse and equipment, hedge, landscaping or sprinkler systems by Declarant, the future maintenance, repair and replacement thereof, including all plant material, and of all monuments and logos incorporated therein, shall be the responsibility of the Association. Notwithstanding the foregoing, in the event that any such wall, fence, security gate/guardhouse and equipment, hedge or landscaping shall be damaged or destroyed through the negligence of an Owner, including, but not limited to, failing to correct faulty drainage or improper use of weed killer, such Owner shall be responsible for the cost of replacement thereof.

Section 4.05. Fines. The Board shall have the authority to assess fines for any violation of this Declaration by an Owner, which fines shall be determined in the sole discretion of the Board; provided, a fine may not exceed fifty dollars (\$50.00) per day of violation unless unanimously approved by all members of the Board. Prior to assessing such fine, the Board shall mail written notice to the last address known to the Board concerning the noncompliant Owner,

specifying the violation. If the noncompliant Owner fails to cure the violation within twenty (20) days following the mailing of such notice by the Board, or if there is a recurrence of the violation during such twenty (20) day period, then in addition to any other liability or obligation arising under the Declaration, the Board may assess a fine against the noncompliant Owner and his Lot in an amount determined by the Board to be appropriate in its discretion and until paid in full, the amount of such fine shall constitute a lien on the noncompliant Owner's Lot, and shall be subject to enforcement and foreclosure in the same manner as an assessment under this Article 4.

Section 4.06. Lien for Delinquent Assessments. Delinquent general and special assessment charges hereunder (including the mowing assessment) and unpaid fines shall be a lien and encumbrance on the Lot with respect to which said charge is made, as well as the personal obligation of the Owner. By the acceptance of title to a Lot, the Owner (not including thereby any mortgagee as long as it is not the Owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association all such charges which were then due and unpaid to the time of acquiring the title thereto and all such charges thereafter falling due during such Owner's ownership thereof. A certificate in writing issued by the Association or its agent setting forth the status of said charges shall be given on demand to any Owner or prospective purchaser liable, or who may be liable, for said charges, which certificate shall be binding upon said parties.

Section 4.07. Subordination of Assessment Lien. The liens provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. The sale or transfer of any Lot, which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any conveyance in lieu of foreclosure thereof; however, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments (hereafter becoming due and from the lien thereof.

Section 4.08. Right of Association to Enforce Payment of Assessment. By the acceptance of title, each Owner shall be held to vest in the Association the right and power to prosecute all suits, legal, equitable, or otherwise, which may be necessary or advisable for the collection of assessments, charges or fines, and the Association shall have the right to sue for and collect a reasonable sum to reimburse it for its attorneys' fees and any other expenses reasonably incurred in enforcing its rights hereunder. At any time after a general (including mowing assessment), special assessment and/or fine against any Lot has become a lien and delinquent, the Association may record in the office of the Register of Deeds, Butler County, Kansas, a Notice of Delinquency as to such Lot, which notice shall state therein the amount of such delinquency and that it is a lien and the amount of the interest, costs (including attorney's fees) and penalties which have accrued thereon, a description of the Lot against which the same has been asserted and the name of the Owner thereof, and such notice shall be signed by an officer of the Association. Each lien established pursuant to the provisions of this Declaration and which is specified in a Notice of Delinquency as hereinabove provided, may be foreclosed in a like manner as a mortgage on real property as provided by the laws of Kansas. Each Owner, to the extent permitted by law, hereby waives, to the extent of any liens created pursuant to this

Declaration or documentation associated therewith (whether such liens are now in existence or are created at any time in the future) the benefit of any redemption, homestead or exemption laws of the State of Kansas now in effect, or in effect from time to time hereafter.

Section 4.09. Maximum Annual Assessment.

A. From and after the year in which the initial annual assessments are established by Declarant pursuant to Section 4.01 above, the annual assessments assessed pursuant to this Article 4 may be increased for any subsequent year to an amount which is no more than twenty percent (20%) above the maximum permitted annual assessment for the previous year without a vote of the Owners.

B. The annual assessments assessed pursuant to this Article 4 for any year may be increased to any amount greater than that permitted by subsection "A" of this Section only by an affirmative vote of two-thirds (2/3) of the votes of the Owners in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

C. The Board may fix the annual assessment at an amount not in excess of the maximum amount set forth in this Section.

Section 4.10. Special Assessments for Capital Improvements. In addition to the general assessments (including mowing assessments) authorized above, the Association may levy, in any calendar year, a special assessment against the Lots applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Owners in attendance, who are voting in person or by proxy, at a meeting duly called for such purpose.

Section 4.11. Interest on Delinquent Assessments. All assessment charges (general, including mowing, or special) and fines which remain due and unpaid thirty (30) days after the same are due shall thereafter be subject to interest at the rate of eighteen (18%) percent per annum, or the maximum rate allowed by law, whichever is lower.

ARTICLE 5: Covenants for Maintenance; Enforcement

Each Owner (other than Declarant) shall keep all Lots owned by such Owner and all improvements therein or thereon in good order and repair, including, but not limited to, the seeding, watering and mowing of all lawns, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate exterior care) of all Structures, buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. Notwithstanding anything to the contrary appearing herein, an Owner may allow the portions of such Owner's Lot outside of the Lot Maintenance Area to remain in a natural,

though slightly, condition; that is, without the necessity of mowing or watering the grass, except that in the event weeds within such area are apparent from the Golf Club, any other Lot or the Common Area, then at the request of either the Club Owner (in the case of such weeds being apparent from the Golf Club) or the DRC, such Owner shall promptly and continually cut or eradicate such weeds. The determination as to whether or not any vegetation constitutes a weed by the DRC shall be conclusive as to all Owners.

If in the opinion of the DRC, any Owner fails to perform such duties, or otherwise breach such Owner's obligations as specified in this Declaration, the Association, upon approval by the Board and after fifteen (15) days written notice to such Owner to remedy such default, shall have the right (in addition to any other rights and remedies available hereunder or at law or equity), through its agents and employees, to enter upon the Lot or Lots involved and to repair, maintain, repaint, remove, and restore such Lot or Lots or such improvements, or otherwise bring such Lot or such improvements into conformity herewith and the cost thereof (hereinafter sometimes called the "Compliance Charge") shall be a binding personal obligation of such Owner which may mature into a lien enforceable in the same manner as a mortgage upon the Lot(s) in question in the following manner: The Association may record an Affidavit of Nonpayment of Compliance Charge in the Office of the Register of Deeds of Butler County, Kansas, stating (a) the legal description of the property upon which the lien is claimed, (b) the name(s) of the Owner(s) of said property as last known to the Association, and (c) the amount of the Compliance Charge which is unpaid. The lien may be foreclosed in the like manner as a mortgage on real property as provided by the laws of Kansas. In any action to foreclose any such lien, the Association shall be entitled to recover its costs, including reasonable attorney's fees, and such penalties for delinquent charges and assessments as shall have been established by the Association. The lien referenced herein shall be created at the time of the filing and recording of the Affidavit and such lien shall be superior to all other charges, liens, or encumbrances which may thereafter in any manner arise or be imposed upon the Lot, whether arising from or imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes and other public charges as are by applicable law made superior. The Compliance Charge shall accrue interest at the rate established from time to time by the Board as referenced in Section 4.11 hereof.

ARTICLE 6: Architectural Control; Drainage

Section 6.01. Approval Required. No Structure, projection from a Structure, or improvement shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to or change or alteration therein or thereto be made, until the plans and specifications showing the nature, kind, shape, height, materials, colors and location of the same shall have been submitted to and approved in writing by the DRC, its agents, assignees, or successors, as to (a) harmony of external design and location in relation to and effect upon the Golf Club and surrounding Structures, topography and the overall community design of the Property; (b) the character of the exterior materials; (c) the quality of the exterior workmanship; (d) the compatibility of landscaping for the Lot with other landscaping within the Property; and (e) the location thereof on the Lot. In the event the DRC fails to approve or disapprove such

improvements within thirty (30) days after the complete plans and specifications, including landscaping and drainage plans as required by Section 6.02 hereof, have been submitted to and received by it, approval will not be required. The Declarant or DRC may, from time to time, develop and promulgate guidelines for the application of the design review provisions. The DRC may deny approval for any proposed structure if the Owner is delinquent as to any assessments or fines due hereunder. The policy guidelines may include (f) review procedures, (g) aspects and objectives of review, and (h) principles and criteria used as standards in determining the achievement of the required objectives. The guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered. The policy guidelines are intended to assist the DRC and the Owners in the ongoing process of community design. The guidelines may be modified and supplemented from time to time, subject to the approval of the Board. The initial guidelines are contained in Section 6.09 hereof. Additionally, the Declarant or DRC may establish other guidelines outside this Declaration from time to time. The provisions of this Section shall be applicable to Lots owned by Declarant only with respect to Lots which are improved with buildings which are or will be occupied. Notwithstanding the foregoing, the DRC may permit any applicant Owner to delay submitting his or her Lot landscaping plan but in any event such plan shall be submitted for review no later than the date the contractor begins installing interior trim within the residence being constructed on such Lot.

Section 6.02. Form of Plans and Specifications. Any Owner seeking approval of the DRC shall submit plans and specifications in such form and shall contain such information as may be required by the DRC, but in any event shall include a site plan of the Lot or Lots showing the nature, exterior color scheme, kind, shape, height, materials, and location with respect to the particular Lot or Lots (including proposed front, rear, and side set-backs) of all Structures, the location thereof with reference to Structures on adjoining portions of the Property, the number and location of all parking spaces and driveways on the Lot or Lots, a landscaping plan, and Lot drainage plan prepared in accordance with Section 6.10 hereof.

Section 6.03. Initial Landscaping Cost. The cost of purchasing, constructing and/or installing landscaping plantings (exclusive of retaining walls, fencing, sprinkling systems, yard art, etc.) on a Lot in connection with the initial construction of a residence thereon shall be equal to or exceed 10% of the purchase price paid by the Owner for such Lot.

Section 6.04. Retention of Approved Plans and Specifications. Upon approval by the DRC of any plans and specifications submitted hereunder a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Association, and a copy of such plans and specifications bearing such approval in writing, shall be returned to the applicant submitting the same.

Section 6.05. Removal and Alteration of Structures, Liens.

A. If any Structure shall be altered, erected, placed, or maintained upon any Lot, or any new use of a Structure is commenced on any Lot, otherwise than in accordance with plans and specifications approved by the DRC pursuant to the provisions

of this Article, such alteration, erection, placement, maintenance, or use shall be deemed to have been undertaken in violation of this Article and without the approval required herein, and, upon written notice from the DRC, any such Structure so altered, erected, placed, maintained or used upon any Lot in violation hereof shall be removed or reentered, and any such use shall be terminated, so as to extinguish such violation.

B. If fifteen (15) days after notice of such a violation the Owner of the Lot upon which such violation exists shall not have taken substantial reasonable steps toward the removal or termination of the same, and continued the pursuit thereof with diligence, the Association or the DRC shall have the right, through their agents and employees, to enter upon such Lot and to take such steps as may be necessary to extinguish such violation, and the cost of such removal and alteration shall be a binding, personal obligation of such Owner and the cost shall mature into a lien (enforceable in the same manner as a mortgage) upon the Lot(s) in question in the following manner: The Association or the DRC may record an Affidavit of Nonpayment of Removal or Alteration Charges in the Office of the Register of Deeds of Butler County, Kansas, stating (i) the legal description of the property upon which the lien is claimed, (ii) the name(s) of the Owner(s) of said Lot as last known to the Association, and (iii) the amount of the removal and alteration charges which are unpaid. The lien shall be created at the time of the filing and recording of the affidavit and such lien shall be superior to all other charges, liens, or encumbrances which may thereafter in any manner arise or be imposed upon the Lot whether arising for imposed by judgment or decree or by any agreement, contract, mortgage, or other instrument, saving and excepting only such liens for taxes or other public charges as are by applicable law made superior.

C. In the event a lien is obtained pursuant to this Section and thereafter the Removal or Alteration Charges, plus interest at the rate as established from time to time by the Board from time to time pursuant to Section 4.11 hereof, shall be fully paid, the Association or the DRC shall, within ten (10) days following payment, file with the Register of Deeds of Butler County, Kansas, an Affidavit of Payment of Removal or Alteration Charges, which affidavit shall (i) refer to and identify the Affidavit of Nonpayment of Removal or Alteration Charges which created the lien which has been satisfied, (ii) state the legal description of the Lot affected, and (iii) state the name(s) of the Owner(s) of the Lot. Any such lien may be foreclosed in the like manner as a mortgage on real property as provided by the laws of Kansas. The recording of the Affidavit of Payment of Removal or Alteration Charges shall fully release the lien referred to in said affidavit, and said affidavit shall be conclusive evidence to any purchaser, encumbrance, title insurer, or title examiner that the pre-existing lien has been fully released.

Section 6.06. Right of Inspection. The Association or any of its agents may, at any reasonable time or times, enter upon and inspect any Lot or any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, repair, construction, or alteration of Structures thereon are in compliance with the provisions hereof, and

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

Section 6.07. No Liability. Neither the DRC, Declarant, the Association, nor any officer, director, member, agent, or employee thereof, shall be liable to any Owner or to any person, firm, corporation, or other entity for any damages arising from any performance or nonperformance of any duties or functions under this Article.

Section 6.08. Membership of DRC. The original members of the DRC shall be three persons appointed by Declarant. Upon the death or resignation of any member of the DRC, or the removal of a member by Declarant, Declarant shall appoint a successor, unless at such time, Declarant has relinquished its rights hereunder as hereinafter provided and thereafter, the Association shall have full authority to designate a successor. The act of a majority of the committee shall be binding and the majority of the committee may designate a representative to act for it. Declarant shall retain its rights hereunder until the same are relinquished by Declarant to the Association by written instrument. At such time as Declarant desires to do so, Declarant shall relinquish its rights or any portion thereof under this Section to the Association by advising the Association in writing of its intent to do so. In any event, Declarant shall relinquish its rights under this Section on or before such time as the construction of residences on all of the Lots have been completed.

Section 6.09. Initial Guidelines. The following initial guidelines have been established and the same may be changed from time to time pursuant to the provisions of Section 6.01 hereof but without the necessity of filing any formal amendment to this Declaration. Accordingly, inquiry should be made of the DRC to determine current policy guidelines.

- A. There shall be no rock or gravel yards and all yard areas, exclusive of improvements, shall be at least eighty percent (80%) grass.
- B. All roofs shall be of shake shingle, slate, tile, or concrete materials, all as may be specifically approved in writing by the DRC from time to time.
- C. There shall be no underground homes.
- D. In the event of the construction of any retaining walls, the plan and materials utilized must be previously approved in writing by the DRC.
- E. All basketball goal backboards shall be either white or glass. No "home-made" basketball goals, backboards or supports shall be permitted. All basketball goal backboards and supports shall be first approved by the DRC.
- F. All recreation and play equipment shall be located in the rear of any Lot except that basketball goals may be placed in either the rear or front of a Lot.
- G. There shall be no above-ground swimming pools.

H. No storage sheds shall be permitted except as may be specifically approved by the DRC.

I. All vegetable gardens shall be in the rear of any Lot.

J. No zoysia, Bermuda or prairie grass lawn (as determined by the DRC) shall be permitted.

K. Dog runs must be screened from view from other Lots, Common Area, the Golf Club, and the street with fencing or other material approved by the DRC.

L. All exterior wood surfaces on homes (exclusive of redwood, cedar or other decking materials approved by DRC) must be painted, or stained and sealed.

M. Any permanent or temporary covering of a swimming pool, tennis court, patio, or otherwise (including a rigid or "bubble" type covering), shall be deemed a Structure that is subject to review, approval or disapproval by the DRC hereunder.

N. Bay or bow windows or daylight windows may exceed setbacks by not more than 3 feet (3'), if allowed by applicable building codes.

O. Pad elevations shall be set by Declarant's engineer at the cost of Owner and any deviation therefrom and any resulting liability, damage, or costs incurred as a result thereof, shall be the responsibility of the Owner.

P. No Christmas lights shall be lighted before Thanksgiving and shall be taken down no later than March 15 of the following year.

Q. All tennis and sport courts must have a green or black vinyl fence (unless black wrought iron is utilized) and any wind screen shall be black or green. No fence may exceed 10 feet (10') in height. The light source used for tennis and sport courts shall be natural in color. Incandescent or metal halide lights are recommended. No other type of lighting may be utilized without the specific written approval of the DRC. The light housing shall be a shoe box type fixture similar to the Envirolight II by Elasco, designed to minimize ambient light loss. Lighting poles shall not exceed 16 feet (16') in height without specific written approval of the DRC. All tennis and sport court plans must specify the light source and intensity; pole height; manufacturer of light; location of light standards around the court. Tennis courts shall be built in the rear yard portion of any Lot, subject to any applicable building codes and Section 7.29 hereof.

R. All flagpoles and the type of flag that may be flown must be first approved by the DRC.

S. No window shall contain any reflective material, such as, but not limited to aluminum foil.

T. Subject to Section 7.29 hereof, pool buildings or gazebos shall be constructed within the rear yard portion of a Lot, provided that the same shall not exceed one story in height and are allowed by applicable building codes.

U. All firewood stacks in excess of two cords of wood shall be screened from view from other Lots, the Common Area and the Golf Club.

V. There shall be no "shirt fronting" and all side and rear elevations (exclusive of any gable area) shall primarily consist of the material utilized for the front elevation of any residence.

W. All garages must be side loaded, which includes "L" shaped garages, and may include approximately 135° or greater sideyard/side loaded garages, if previously approved in writing by the DRC; provided the DRC may (but shall not be required to) approve front loaded garages with acceptable motor courtyard walls and screenings.

X. All forms of lawn ornamentation, sculpture or "yard art" must first be approved by the DRC.

Section 6.10. Master Drainage Plan - Violation and Enforcement. As part of the planning process, there has been established for the Property, the Golf Club and all other portions of Flint Hills National Golf Club, a master drainage plan which plan includes appropriate surface water drainage. Prior to construction of the residence and other substantial Structures on a Lot, the Owner(s) thereof shall, at their cost, cause an engineering firm designated by the DRC to prepare a written drainage plan for the Lot, which plan shall comply with the master drainage plan. Such Lot-specific drainage plan shall be provided by the Owner to the DRC pursuant to Section 6.02 hereof. Each Owner and each Owner's builder shall be responsible for compliance therewith with respect to such Owner's Lot. Conditions which impair the drainage or violates the master drainage plan, or the Lot-specific drainage plan, must be remedied forthwith by such Owner at each Owner's expense. Declarant shall have the right, but not the obligation, to enforce compliance with the master drainage plan and all other Owners, the Club Owner, as well as the Association, shall have the right to enforce the same against any other Owner.

ARTICLE 7: General Covenants, Restrictions and Disclosures

Section 7.01. Structures. No previously approved Structure located on any Lot shall be used for any purpose other than that for which it was originally designed.

Section 7.02. Division of Lots. No Lot shall be split, divided, or subdivided for sale, resale, gift, transfer, or otherwise without prior approval of the DRC.

Section 7.03. Antennas. No facilities, including poles and wires, for the transmission of electricity, telephone messages, and the like shall be placed or maintained above the surface of the ground on any Lot, and no external or outside antennas of any kind, including satellite receiving antennas may be so maintained upon any Lot unless completely enclosed within the attic of the residence, except during the construction period for any home. Notwithstanding the foregoing, certain satellite receiving antennas of the approximate size of eighteen inches (18") in diameter or less, if appropriately screened and or landscaped so that the same are unobtrusive and not readily apparent from adjacent Lots, Common Area and the Golf Club, may be permitted if previously approved in writing by the DRC.

Section 7.04. Vehicles and Parking. No boat, boat trailer, house trailer, camper, camper trailer, recreational vehicle, specially equipped commercial pickup truck, or similar item shall be stored or permanently, continually or regularly parked in the open on any street, the Common Area, any Lot or driveway.

Section 7.05. Fences.

A. Except as provided in subparagraph B below, privacy fences may be constructed on any Lot upon the prior approval of Declarant or the DRC. All such fences must be at least six feet (6') tall, but may not exceed eight feet (8') in height, as designated from time-to-time by the DRC. A "Good Neighbor Fence," which is illustrated on Exhibit "A," attached hereto and incorporated herein by this reference, is the type of wood privacy fence which may be built on a Lot, other than within the Course Setback of any Golf Course Lot. Exhibit "A" may be amended or modified from time to time by the DRC without necessitating a formal amendment of these covenants by the Owners. Fencing may not be installed to the front of a residence constructed on a Lot.

B. With respect to Golf Course Lots, only preapproved wrought iron fences may be constructed within the Course Setback, which fences shall not exceed a maximum of six feet (6') in height unless otherwise approved in writing from time-to-time by the DRC and Club Owner.

C. No fences shall be installed or constructed without the prior approval in writing by Declarant or the DRC.

Section 7.06. Exempt Property. All properties dedicated to and accepted by a local public authority shall be exempt from the assessments created herein. However, except as specifically provided herein, no land or improvement devoted to dwelling use shall be exempt from said assessments.

Section 7.07. Right of Governmental Authorities. The Common Area shall be conveyed to the Association, which shall be responsible for the maintenance and upkeep thereof. Until such conveyance, Declarant, shall be responsible for such maintenance and upkeep on behalf of the Association (it being understood that Declarant shall utilize the general and special assessments therefore). In the event the Declarant or the Association, their respective successors

or assigns, shall fail at any time to maintain the Common Area or fail in any manner to fulfill its obligations relating to the Common Area, the appropriate governmental authority may serve a written Notice of Delinquency upon the Declarant or the Association setting forth the manner in which it has failed to fulfill the obligation. If said obligation is not fulfilled within the time specified, the appropriate governmental authority, in order to preserve the taxable value of the properties within the Property and to prevent the Common Area from becoming a nuisance, may enter upon said Common Area and perform the obligations listed in the Notice of Delinquency. All costs so incurred in carrying out the obligations of the Declarant or the Association, may be assessed equally against all the Lots within the Property in the same manner as provided by law for special assessments, and said assessments may be established as liens upon said Lots. Should either the Declarant or the Association, their successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty (20) day period to be provided in said Notice, apply for a hearing before the appropriate governmental authority to appeal said obligations, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

Section 7.08. Offstreet Parking. Each of the Lots shall provide four (4) off-street parking spaces per dwelling unit, including garages and driveway.

Section 7.09. Trees. No tree having a diameter of three inches (3") or more (measured from a point two feet (2') above ground level) shall be removed from any Lot without the express written authorization of the DRC, except if such tree is substantially diseased or damaged or except as may be reasonably required for the installation, maintenance, repair or replacement of underground utility lines. The DRC may designate certain trees, regardless of size, as not removable without written authorization. See Section 7.29 for additional restrictions concerning the removal of certain trees.

Section 7.10. Animals. No birds, reptiles, animals, or insects shall be kept or maintained on any Lot except for domestic purposes. Under no circumstances shall any commercial or agricultural business enterprise involving the use or breeding of animals be conducted without the express written consent of the Association. The Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on any Lot. Dogs, cats and all other pets or animals shall be confined at all times to the Lot and must be kept on a leash when outside the Lot. All domestic pets must be properly immunized as required by applicable ordinances, codes and laws.

Section 7.11. Signs. No sign or other advertising device of any nature shall be placed upon any Lot except as may be provided herein and except for the usual and customary real estate broker signs advertising a Lot as "for sale" which shall only be placed in the front yard of a Lot. The Association may, in its discretion, adopt and promulgate rules and regulations relating to signs. The Association may remove non-conforming signs upon three (3) days notice to the Owner, such removal to be at the cost of said Owner.

Section 7.12. Temporary Buildings/Modular Homes. No temporary building, trailer, garage, basement, tent, outbuilding, or building in the course of construction shall be used temporarily or permanently as a residence on a Lot. Modular or pre-engineered homes are prohibited.

Section 7.13. No Storage; Trash Removal.

A. No lumber, metals, bulk materials, refuse, or trash shall be kept, stored, or allowed to accumulate on any Lot or on the Common Area, except building materials may be stored on a Lot during the course of construction of any approved Structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers therefore shall not be placed at the streetside ends of driveways, on the parking surfaces, or lawns, but shall remain in or immediately adjacent to any container storage area, the garage or residence. Trash haulers shall pick up such containers at such location and shall return the same to such location on the pickup day.

B. The Board may select from time to time a single company to provide trash removal service for all residences on the Lots and shall either send notice thereof to each Owner or post conspicuous notice of such decision within the Property. Within ninety (90) days after such company is so selected, each Owner shall begin to utilize the company identified by the Board to provide trash removal service at such Owner's Lot and continue to use such company exclusively until such time as the Board designates a different trash service company or notifies the Owners that it is no longer necessary for all Owners to utilize the same trash removal service company. Each Owner shall be responsible for paying all costs and fees associated with trash removal services related to such Owner's Lot. In the event at any time and from time to time the Board determines to change the company providing such trash removal service for the Lots, the Board shall either send notice thereof to each Owner or post conspicuous notice of such change in advance of such change and on or before the date of such changeover, each Owner shall switch its service exclusively to the other company specified by the Board.

Section 7.14. Utilities; Pipes. All utilities and water sprinkler systems within any Lot shall be installed below the surface of the ground. No water pipe, gas pipe, sewer pipe, or drainage pipe shall be installed or maintained on any Lot above the surface of the ground, except hoses used for temporary irrigation purposes. No Lot shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth.

Section 7.15. Association Right to Trim, Prune or Mow. The Association shall have the right to enter upon any Lot and trim, prune and/or mow, at the expense of the Owner, any hedge or other planting which, in the opinion of the Association, by reason of its location upon the Lot or the height to which it is permitted to grow, is unreasonably detrimental to the adjoining property or the Golf Club or obscures the view of street traffic or is unattractive in appearance; provided, however, that the Owner shall be given not less than fifteen (15) days' prior written notice of such action.

Section 7.16. Motor Vehicles. No motor vehicles of any type other than maintenance vehicles shall be operated on the Common Area, the sidewalks and running or bicycle paths, if any, located in the Common Area, or within the Course Setback.

Section 7.17. Sight Lines. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at a point twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended past the corner. The same sight line restrictions shall apply to any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to avoid obstruction of such sight lines in the opinion of the DRC.

Section 7.18. Noxious Dangerous and Offensive Activities Prohibited. No noxious, dangerous, or offensive activity or thing shall be carried on or permitted on any Lot or Common Area, nor shall anything be done which may be or may become an annoyance or nuisance to the Property or the Golf Club.

Section 7.19. Maintenance of Drainage Channels and Swales. Each Owner shall maintain, mow, and keep in good repair and condition, in accordance with the master drainage plan, all drainage channels and swales located on any Lot owned by such Owner. A storm water sewer system will not be installed within the Property along the front of the Lots by Declarant. In the event storm drains are installed within any Lot, the Owner thereof shall maintain the drain inlets in an unobstructed manner. As a result, the Lots must be graded in accordance with the master and Lot-specific drainage plans referenced in Section 6.10 hereof to allow proper drainage within, to and from the Property. Drainage via piping in lieu of drainage via swales shall not be permitted, unless previously approved by the DRC. All drainage channels and swales at the roadside shall be grass, unless other vegetation or material is approved by the DRC. Pipes of appropriate size will be installed under all driveways at the elevations approved by the DRC to allow proper water drainage. The side support structures for the portion of the driveway crossing drainage channels and swales on any Lot shall be constructed of the same or similar material utilized on the residence of such Lot and approved by the DRC.

Section 7.20. Home Professions and Industries. No profession or home industry shall be conducted in or on any part of a Lot or in any improvements thereon without the specific written approval of the Board. The Board, in its discretion, upon consideration of the circumstances in each case and particularly the effect on surrounding property, may permit a Lot or any improvement thereon to be used in whole or in part for the conduct of a profession or home industry. No such profession or home industry shall be permitted, however, unless it is considered, by the Board, to be compatible with a high-quality, limited access, residential neighborhood.

Section 7.21. Model Homes and Real Estate Offices. All else herein notwithstanding, any Lot owned by Declarant or persons so authorized by Declarant may be used for a model home or for a real estate office including a temporary mobile or modular Structure until Declarant, or its assigns, no longer own(s) a Lot.

Section 7.22. Laundry and Machinery. No clothing or any other household fabric shall be hung in the open on any Lot, except with specific written approval of the Association. No machinery shall be placed or operated upon any Lot, except such machinery as is usual in the private residence.

Section 7.23. Land Use. None of the Lots may be improved, used, or occupied for other than the uses as designated by the recorded planned unit development thereof, applicable zoning regulations, and this Declaration, the most restrictive thereof to control in the event of any conflict.

Section 7.24. Requirement to Plant Lawn and Plant Shrubs and Trees. Within one hundred twenty (120) days (as extended by the DRC due to seasonal considerations) after occupancy of a residence on a Lot, the Owner thereof shall plant or sod the entire lawn (or at a minimum the Lot Maintenance Area), plant shrubs, trees and install an underground water sprinkler system in accordance with the landscaping plan approved by the DRC. In the event such lawn, shrubs, trees and/or system are not so installed on a Lot, Declarant may, after giving written notice to Lot Owner of such Owner's failure to comply herewith, at any time after fifteen (15) days have expired from the date of such notice, install said lawn and collect from such Owner the cost thereof. Declarant is hereby granted the right to enter upon any such Lot for the purpose of performing same.

Section 7.25. Set-Back Requirements. Unless otherwise approved by the DRC and subject to any more restrictive provisions of this Declaration, no Structure, or other improvements, may be constructed or maintained on any Lot which shall be nearer than fifty feet (50') to the front property line; nearer than twenty feet (20') to either side boundary line; or nearer than fifty feet (50') to the rear boundary of the Lot.

Section 7.26. Restrictions Not Exclusive. The restrictions contained in this Declaration shall not be taken as permitting any action or thing prohibited by, applicable zoning laws, or the laws, rules, or regulations of any governmental authority, or by specific restrictions imposed by any deed or lease. In the event of any conflict, the most restrictive provision of such laws, rules, regulations, deeds, leases, or this Declaration shall govern and control.

Section 7.27. Drainage. Upon the completion of construction of a residence or other improvements to a Lot, the Owner of such Lot shall cause the same to be graded to strictly comply with drainage guidelines, standards and plans concerning water drainage from such Lot to other Lots and/or the Common Area and the Golf Club established by the Declarant, DRC, the Association, the municipality having jurisdiction over the Property, or the Lot-specific drainage plan referenced in Section 6.10 hereof, whichever are most stringent.

Section 7.28. Covenants Concerning Bodies Of Water. No lake, pond, stream or water drainage facility, natural or manmade, located within the Common Area shall be disturbed other than by the Declarant or the Association. No boat, raft, canoe, surfboard or similar craft shall be operated or stored upon any body of water, if any, within the Common Area. Fishing in any body of water, if any, within the Common Area, shall not be permitted.

Section 7.29 Course Setback Construction; Tree Removal. Neither the Association, the Declarant nor an Owner shall construct within the Course Setback any Structure, including, but by way of illustration and not limitation, any building, poolhouse, swimming pool, tennis or sport court, wind screen, playground, walkway, jogging trail, drinking fountain, seating area, light source or pole, monument, antennae, fencing, hedging, shrubbery, satellite dish or signage, which extends more than six feet (6') above ground level without the prior written approval of the Club Owner (not to be unreasonably withheld or delayed); provided underground utilities may be installed within the Course Setback. Additionally, no Owner, the Association, or the Declarant shall remove any trees located in the Course Setback which exceed three inches (3") in diameter (measured from a point two feet (2') above ground level) without the Club Owner's prior written consent (not to be unreasonably withheld or delayed) except in instances where trees are substantially diseased or substantially damaged and except for any instance where removal is necessary in order for the installation, maintenance, repair and replacement of underground utility lines.

Section 7.30. Driveways. Driveways, courtyards and vehicular parking areas on any Lot shall be constructed of concrete, asphalt paving, bricks and other materials approved by the DRC. Gravel or other loose rock materials may not be used for such purposes.

ARTICLE 8: Enforcement

The Association, Declarant, any Owner and the Club Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration insofar as the same are for the benefit of the Association, Declarant, Owner or Club Owner, respectively. The Association, Declarant, Owner or Club Owner, shall have the right to include in their claim for relief a reasonable sum to reimburse them for their attorneys' fees and any other expenses reasonably incurred in enforcing their rights hereunder. Failure by the Association, Declarant, or by the Club Owner, respectively, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Neither shall failure by the Association, the Declarant, or the Club Owner to enforce the provisions hereof against any Owner shall be deemed a waiver of any provision hereof as to any other Owner.

ARTICLE 9: Additional Land

Declarant may, from time to time, annex additional real property, including additional Common Area, to the Property covered by this Declaration, and thereby subject the same to all of the terms, provisions, and conditions of this Declaration, by the execution and filing for recordation with the Register of Deeds of Butler County, Kansas, of an instrument expressly stating an intention so to annex and describing such additional real property to be so annexed. During the twenty-five (25) year period commencing with the date of the recording of this Declaration, Declarant, its successors or assigns, may annex such additional real property in its absolute discretion. From and after the termination of said twenty-five (25) year period, such additional real property may be annexed provided that each such annexation is approved in writing by two-thirds (2/3) of the votes of the Owners in attendance, in person or by proxy, at a meeting called for such purpose.

ARTICLE 10:

Miscellaneous: Limitation Of Liability: No Rights Concerning Golf Club: Gopher And Golf Ball Easement And Waiver

Section 10.01. Assignment. No Owner shall have the right to assign, independently of a transfer or conveyance of a Lot, any rights or obligations created by or arising under this Declaration and any such attempt at assignment shall not be merely voidable but shall be absolutely null and void.

Section 10.02. Limitation on Liability. Notwithstanding anything to the contrary contained herein, it is expressly agreed that neither the Declarant or the Club Owner (including without limitation any assignee of the interest of Declarant or the Club Owner hereunder) nor any member in Declarant or the Club Owner (or any assignee) or any officer, employee, or consultant of Declarant or the Club Owner shall have any personal liability to the Association or any Owner or other person or entity, arising under, in connection with, or resulting from (including, without limitation) from action or failure to act with respect to this Declaration, the Articles of Incorporation or Bylaws, or rules of the Association, the design guidelines of the DRC, or for any action taken, or not taken, pursuant to authority granted Declarant, or the Club Owner, thereunder or with respect thereto. To the fullest extent permitted by law, neither the Declarant, the Owner, the Association, their respective members (or any assignee), the officers, employees, consultants or directors or any DRC member, nor any other members of committees of the Association shall be liable to the Association or any Owner or other person or entity for damage, loss, or prejudice suffered or claimed on account of any decision, approval or disapproval or plans and specifications (whether or not defective), course of action, inaction, omission, negligence or the like made in good faith and which the Declarant, the Club Owner or the Association, any member, director, officer, consultant or employee thereof, or member of any such committee is reasonably believed within the scope of his duties.

Section 10.03. Perpetuities; Alienation. It is expressly provided that the rule of property known as the rule against perpetuities and the rule of property restricting unreasonable restraints against alienation shall not be applied to defeat any provisions of this Declaration.

Section 10.04. No Rights Concerning Golf Club; Impairment of Views. The Property is in the vicinity of the Golf Club. No Owner, licensee or invitee of such Owner, shall have any right of access, use or enjoyment of the land or improvements associated with the Golf Club by reason of ownership or occupancy of a Lot. Rights to use the Golf Club shall be granted only to such persons, and on such conditions, as may be determined from time to time by the owner of the Golf Club. Neither the Declarant, the Association or the owner of the Golf Club guarantees or represents that any view of, over or across the Golf Club from any Lots or Common Area will be preserved and any such view may, in the future, be impaired, changed, obstructed or otherwise affected by improvements, berms, or plantings installed within the Golf Club.

Section 10.05. Grant of Golfer and Golf Ball Easement. The Property is hereby burdened with an easement allowing golf balls hit by any golfers using the Golf Club to come over and onto the Property. All golfers (or their caddies) using the Golf Club shall have an easement to come, on foot, onto areas within the Property which are not fenced or walled to prevent access for the purpose of seeking and retrieving such golf balls.

Section 10.06. Waiver of Liability. The Declarant, the Association, the Club Owner, and any servants, employees, officers, members, successors or assigns or any such party, shall not in any way be responsible for any claims, damages, losses, demands, obligations, actions or cause of action whatsoever, including, without limitation, actions based on (a) any invasion of an Owner's use or enjoyment of the Common Area or any Lot, (b) the improper design or layout of the golf course teeboxes, fairways, sandtraps and other improvements which are a part of the golf course, (c) the level of skill of any golfer using the Golf Club, (d) any damage or personal injury from golf balls (regardless of number) hit within the Common Area or any Lot, and (e) from the exercise of any golfer of the easements granted pursuant to Section 10.05 above.

ARTICLE 11: Severability

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

ARTICLE 12: Amendment

Section 12.01. Covenants Running With The Land; Term. The covenants and restrictions of this Declaration shall run with and bind the land which is subject to this Declaration for a term of fifty (50) years from the date this Declaration is recorded, after which time they shall be extended automatically for successive periods of ten (10) years unless at least one (1) year prior to the expiration of such fifty year period or any applicable successive ten year period, there shall be recorded in the Butler County real estate records an instrument directing

termination of this Declaration signed by at least 75% of all Members of the Association then entitled to vote, and the Club Owner.

Section 12.02. Amendment by Declarant. Amendments to this Declaration made prior to the date on which Declarant transfers management of the Common Area to the Association by written agreement shall become effective when approved in writing by Declarant and recorded in the office of the Register of Deeds of Butler County, Kansas; provided, any amendment which affects any provision hereof which benefits or references the Golf Club or Club Owner must have the prior written consent of the Club Owner in order to be effective.

Section 12.03. Amendment: Other. Amendments to this Declaration other than those provided for in Section 12.02 shall be proposed and adopted in the following manner:

a. Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment shall be considered.

b. Resolution. A resolution adopting a proposed amendment may be proposed by either the Board and or by the membership of the Association. Unless otherwise specified in this Declaration, such proposed amendment must be approved by the Owners of not less than two-thirds (2/3) of the votes of Owners who are voting, either voting in person or by proxy, at a meeting duly called for such purpose.

c. City of Andover. Notwithstanding anything else in this Article 12 to the contrary, Section 7.07 shall not be amended without the prior approval of the Andover City Council.

d. Club Owner. Notwithstanding anything else in this Article 12 to the contrary, no provision contained in this Declaration which benefits or references the Club Owner or the Golf Club may be amended without the prior written consent of the Club Owner.

e. Recording. A copy of each amendment provided for in this Section shall be certified by the Board as having been duly adopted and shall be effective when filed of record in the office of the Register of Deeds of Butler County, Kansas.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

FLINT HILLS COMPANY, L.C.

By Ritchie Associates, Inc., Operating Manager

By: [Signature]
Kevin Mullen, President

By Devlin Financial, Inc., Financial Manager

By: [Signature]
Title: Vice President

STATE OF KANSAS)
)
SEDOWICK COUNTY)

ss:

BE IT REMEMBERED, that on this 15th day of December, 1998, before me, a Notary Public within and the County and State aforesaid, personally appeared Kevin Mullen, President of Ritchie Associates, Inc., Operating Manager of Flint Hills Company, L.C., a Kansas corporation, who is personally known to me and known to me to be the identical person who subscribed the name of the maker thereof to the within and foregoing Declaration of Covenants, Conditions and Restrictions of Cedar Ridge at Flint Hills; and said person acknowledge to me his execution thereof as and for his free and voluntary act and deed, and for an on behalf of and as the free and voluntary act and deed of said corporation, on behalf of said limited liability company, for the uses and purposes therein set forth.

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

My appointment expires:

Krista J. Peterson
Notary Public



STATE OF KANSAS)
)
SEDGWICK COUNTY) ss:

BE IT REMEMBERED, that on this 15 day of December, 1998, before me, a Notary Public within and the County and State aforesaid, personally appeared Thomas M. Mack Vice President of Devlin Financial, Inc., Financial Manager of Flint Hills Company, L.C., a Kansas corporation, who is personally known to me and known to me to be the identical person who subscribed the name of the maker thereof to the within and foregoing Declaration of Covenants, Conditions and Restrictions of Cedar Ridge at Flint Hills; and said person acknowledge to me his execution thereof as and for his free and voluntary act and deed, and for an on behalf of and as the free and voluntary act and deed of said corporation, on behalf of said limited liability company, for the uses and purposes therein set forth.

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

My appointment expires: Feb 15, 2000

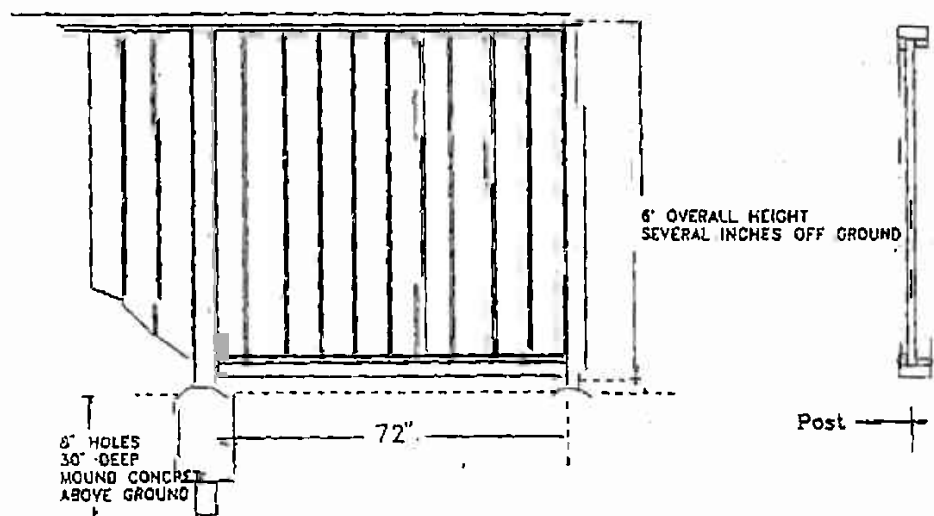
Janice Rupert
Notary Public



Wood Privacy Fence Covenant

EXHIBIT "A"

GOOD NEIGHBOR FENCE *



MATERIAL LIST

TOP RAIL	2" X 4" X 12' ROUGH CEDAR
POSTS	4" X 4" X 10' ROUGH CEDAR -- CUT TO 9'
BOARDS	7/8" THICK X 8" WIDTH X 68" HEIGHT KILN DRIED FENCE BOARDS
BATTIN STRIPS	4 EA 7/8" X 1 1/2" X 72" KILN DRIED
BOTTOM RAIL	2" X 4" X 72' ROUGH CEDAR

BOOK 882 PAGE 93

* Subject to revision by Design Review
Committee from time to time.

RTN: City of Andover
PO Box 295
Andover, KS 67002

BUTLER COUNTY, KS
- MARCIA MCCOY -
REGISTER OF DEEDS
Books 2007 Page: 910
Receipt #: 34858 Total Fees: No Charge
Pages Recorded: 4
Date Recorded: 10/19/2006 10:30:36 AM

(Published in *The Andover Journal-Advocate* on July 6, 2006)

RESOLUTION NO. 06-18



A RESOLUTION SETTING THE DATE, TIME AND PLACE FOR A PUBLIC HEARING TO RECEIVE AND HEAR COMPLAINTS AND OBJECTIONS TO THE PROPOSED SPECIAL ASSESSMENTS FOR THE CONSTRUCTION OF CERTAIN IMPROVEMENTS IN THE CITY, AS HERETOFORE AUTHORIZED BY RESOLUTION NOS. 04-01 AND 04-10, RESOLUTION NO. 02-21 AS AMENDED BY RESOLUTION NO. 04-02 AND RESOLUTION NO. 04-09 AS AMENDED BY RESOLUTION NO. 05-16; DIRECTING PUBLICATION OF A NOTICE OF PUBLIC HEARING; AND DIRECTING THE MAILING OF A NOTICE OF HEARING AND STATEMENT OF COSTS PROPOSED TO BE ASSESSED TO EACH AND ALL OF THE PROPERTY OWNERS LIABLE FOR SUCH SPECIAL ASSESSMENTS AND FURTHER AMENDING RESOLUTION NO. 04-09 OF THE CITY OF ANDOVER, KANSAS.

WHEREAS, the governing body of the City of Andover, Kansas (the "City"), adopted Resolution No. 02-21 on August 27, 2002 and published August 29, 2002, as amended by Resolution No. 04-02 adopted January 27, 2004 and published February 5, 2004, which authorized the construction of certain Bales/Ginkgo Subdivision Sanitary Sewer Improvements, in the City, in accordance with K.S.A. 12-6a01 *et seq.*, as supplemented and amended; and

WHEREAS, the City adopted Resolution No. 04-01 on January 13, 2004 and published January 22, 2004, which authorized the construction of the Green Valley Greens 10th Addition Phase 1 Water Main Improvement, Green Valley Greens 10th Addition Phase 1 Paving Improvement and Green Valley Greens 10th Addition Phase 1 Sanitary Sewer Improvement; and

WHEREAS, the City adopted Resolution No. 04-10 on April 13, 2004 and published April 22, 2004, which authorized the construction of the Montana Hills Addition Phase 1 Paving Improvement, Montana Hills Addition Phase 1 Sanitary Sewer Improvement, Montana Hills Addition Phase 1 Water Main Improvement, Montana Hills Addition Phase 1 Pond and Drainage Improvement and Montana Hills Addition Phase 1 12" Water Supply Line Improvement; and

WHEREAS, the City adopted Resolution No. 04-09 on April 13, 2004 and published April 22, 2004 (the "Flint Hills Original Resolution"), as amended by Resolution No. 05-16 adopted July 26, 2005 and published August 4, 2005 (the "Revising Resolution") which authorized the construction of the Flint Hills National Addition PUD Phase 4 Sanitary Sewer Improvement and Flint Hills National Addition PUD Phase 4 Water Main Improvement; and

WHEREAS, said Bales/Ginkgo Subdivision Sanitary Sewer Improvements, Green Valley Greens 10th Addition Phase 1 Water Main Improvement, Green Valley Greens 10th Addition Phase 1 Paving Improvement, Green Valley Greens 10th Addition Phase 1 Sanitary Sewer

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m/p z/ c/ Coads

TWG REF: 264251
Public Hearing Resolution

Improvement, Montana Hills Addition Phase 1 Paving Improvement, Montana Hills Addition Phase 1 Sanitary Sewer Improvement, Montana Hills Addition Phase 1 Water Main Improvement, Montana Hills Addition Phase 1 Pond and Drainage Improvement and Montana Hills Addition Phase 1 12" Water Supply Line Improvement, Flint Hills National Addition PUD Phase 4 Sanitary Sewer Improvement Flint Hills National Addition PUD Phase 4 Water Main Improvement (collectively the "Improvements") are now completed, and a Certification of Total Final Costs and Assessment Roll for said Improvements has been prepared, and has been presented to and approved by the governing body; and

WHEREAS, it is necessary to hold a public hearing to receive complaints and objections to the proposed special assessments for the costs of said Improvements; and

WHEREAS, in connection with the Flint Hills National Addition Final PUD Phase 4 Sanitary Sewer Improvement and the Flint Hills National Addition Final PUD Phase 4 Water Main Improvement, the Flint Hills Original Resolution was amended by the Revising Resolution because revised petitions were received in June 2005 (the "Revised Petitions"); and

WHEREAS, upon further review of the Revised Petitions the governing body finds and determines that the established benefit districts for the Flint Hills National Addition Final PUD Phase 4 Sanitary Sewer Improvement and Flint Hills National Addition Final PUD Phase 4 Water Main Improvement do not include all the property that may be deemed benefited by said improvements and the signers of the Revised Petitions are the owners of 100% of the property in the benefit district and are willing to pay the costs of the said improvements as set forth in the Revised Petition; and

WHEREAS, in connection with the foregoing, the governing body of the City finds and determines it advisable to amend Resolution No. 04-09 of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF ANDOVER, KANSAS:

SECTION 1. Authorization of Public Hearing. It is hereby authorized, ordered and directed that a public hearing to receive and hear complaints and objections to the proposed special assessments for the construction of the Improvements in the City, as heretofore authorized by Resolution Nos. 04-01 and 04-10, Resolution No. 02-21 as amended by Resolution No. 04-02 and Resolution No. 04-09 as amended by Resolution No. 05-16 and this Resolution, shall be held at the usual meeting place, Andover, Kansas, at 7:00 P.M., on July 25, 2006.

SECTION 2. Authorization of Publication of Notice of Public Hearing. The City Clerk is hereby authorized, ordered and directed to cause the publication of a Notice of Public Hearing, in the form and manner required by law, in the City's official newspaper one time on July 6, 2006, said date being at least Ten (10) days prior to the date of the hearing.

SECTION 3. Authorization of Mail Notice of Public Hearing and Statement of Cost. The City Clerk is hereby further authorized, ordered and directed to cause to be mailed, by first class United States Mail, postage prepaid, a "Notice of Public Hearing and Statement of Cost

Proposed to be Assessed", in the form and manner required by law, to each and all of the property owners liable for said special assessments, at their last known post office address of record, on the same day as the publication of the Notice of Public Hearing required by Section 2 hereof.

SECTION 4. Revised Petition Amendment. Paragraph (3) of Subsections (A) and (B) in Section 1 of Resolution No. 04-09, as previously amended by Resolution No. 05-16 is hereby further amended by adding the following finding of the governing body at the end of each Paragraph (3):

The benefit district does not include all the property that may be deemed benefited by the improvement. The signers of the petition are the owners of 100% of the property in the benefit district and have agreed to pay the costs of the improvement and have consented to the levy of all the special assessments within the benefit district as herein described.

SECTION 5. Publication and Recording. This Resolution shall be published once in the official city newspaper and recorded in the Office of the Register of Deeds of Butler County, Kansas because it makes additional findings affecting the following described real property in the City of Andover, Butler County, Kansas:

Final PUD Phase 4, Flint Hills National Addition:

Lots 1 through 2, inclusive, Block 1;
Lots 1 through 5, inclusive, Block 2;
Lots 1 through 11, inclusive, Block 3;
Lots 1 through 10, inclusive, Block 4;
Lots 1 through 4, inclusive, Block 5;

Final PUD Phase 5, Flint Hills National Addition:

Lot 1, Block 1;
Lots 1 through 12, inclusive, Block 2;
Lots 14 through 20, inclusive, Block 2;
Lots 1 through 5, inclusive, Block 3;

Metes and Bound Tract:

A tract of land located within the northeast Quarter of Section 5, Township 28S, Range 3 East of the 6th P.M., described as the East 500 feet of said northeast Quarter, except road and street right-of-way.

[Remainder Of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by the governing body of the City of Andover,
Kansas, on, June 27, 2006.

CITY OF ANDOVER, KANSAS

[seal]



ATTEST:

By

Ben Lawrence, Mayor

By

Jeffrey K. Bridges, Jr., City Administrator/City Clerk

(Published in *The Andover Advocate Journal* on August 4, 2005)

RESOLUTION NO. 05-16

A RESOLUTION AMENDING RESOLUTION NO. 04-09 OF THE CITY OF
ANDOVER, KANSAS.

WHEREAS, the governing body of the City of Andover, Kansas (the "City") previously adopted Resolution No. 04-09 (the "Original Resolution") on April 13, 2004, which Original Resolution was published in the official newspaper of the City on April 22, 2004; and

WHEREAS, the Original Resolution found and finally determined to be advisable to make a certain "Flint Hills National Addition Final PUD Phase 4 Sanitary Sewer Improvement" and a "Flint Hills National Addition Final PUD Phase 4 Water Main Improvement" in the City, all as defined and described therein; and

WHEREAS, the City has received new revised petitions in June 2005 (the "Revised Petitions"), and upon examination of the Revised Petitions on July 12, 2005, determined the Revised Petitions to be sufficient and the governing body finds and determines it desirable to ratify the acquisition and construction the Flint Hills National Addition Final PUD Phase 4 Sanitary Sewer Improvement and Flint Hills National Addition Final PUD Phase 4 Water Main Improvement; and

WHEREAS, in connection with the foregoing, the governing body of the City finds and determines it advisable to amend Resolution No. 04-09 of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY
OF ANDOVER, KANSAS:

Section 1. Amendment to Section 1. Section (A) Paragraph (3) and (4) of that portion of Section 1 entitled "Flint Hills National Addition Final PUD Phase 4 Sanitary Sewer Improvement" of the Original Resolution is hereby amended by replacing said paragraphs with the following:

(3) The extent of the benefit district to be assessed for the costs of the improvement shall include and consist of the real property in the City of Andover, Butler County, Kansas, which is described as follows:

Final PUD Phase 4, Flint Hills National Addition:

Lots 1 through 2, inclusive, Block 1;
Lots 1 through 5, inclusive, Block 2;
Lots 1 through 11, inclusive, Block 3;
Lots 1 through 10, inclusive, Block 4;
Lots 1 through 4, inclusive, Block 5;

REC
COMP
NUM

RTN-City of Andover
(2) P. O. Box 295
Andover, KS 67002

TWO REF: 247628
Amending Resolution

BUTLER COUNTY, KS
- MARCIA MCCOY -
REGISTER OF DEEDS
Books: 2006 Pages: 1518
Receipt #: 29278 Total Fees: No Charge
Pages Recorded: 4
Date Recorded: 2/13/2006 11:53:32 AM



Final PUD Phase 5, Flint Hills National Addition:

Lot 1, Block 1;
 Lots 1 through 12, inclusive, Block 2;
 Lots 14 through 20, inclusive, Block 2;
 Lots 1 through 5, inclusive, Block 3;

Metes and Bound Tract

A tract of land located within the northeast Quarter of Section 5, Township 28S, Range 3 East of the 6th P.M., described as the East 500 feet of said northeast Quarter, except road and street right-of-way.

(4) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

Lots 1 and 2, Block 1; Lots 1 through 5, Block 2; Lots 1 through 11, Block 3 and Lots 2 through 4, Block 5; within Final PUD Phase 4, Flint Hills National Addition shall each pay 207/10000 of the total cost payable by the improvement district. Lots 1 through 10, Block 4; within Final PUD Phase 4, Flint Hills National Addition shall each pay 130/10000 of the total cost payable by the improvement district. Lot 1, Block 5 within Final PUD Phase 4, Flint Hills National Addition shall pay 230/10000 of the total cost payable by the improvement district. Lots 1 through 12 and Lots 14 through 20, Block 2; and Lots 1 through 5, Block 3; within final PUD Phase 5, Flint Hills National Addition shall pay 130/10000 of the total cost payable by the improvement district. Lot 1, Block 1; within final PUD Phase 5, Flint Hills National Addition shall pay 207/10000 of the total cost payable by the improvement district. The Metes and Bounds Tract shall pay 796/10000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are re-platted before assessments have been levied, the assessments against the re-platted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Section 2. Amendment to Section 1. Section (B) Paragraph (3) and (4) of that portion of Section 1 entitled "Flint Hills National Addition Final PUD Phase 4 Water Main Improvement" of the Original Resolution is hereby amended by replacing said paragraphs with the following:

(3) The extent of the benefit district to be assessed for the costs of the improvement shall include and consist of the real property in the City of Andover, Butler County, Kansas, which is described as follows:

Final PUD Phase 4, Flint Hills National Addition:

Lots 1 through 2, inclusive, Block 1;
 Lots 1 through 5, inclusive, Block 2;
 Lots 1 through 11, inclusive, Block 3;

Lots 1 through 10, inclusive, Block 4;
Lots 1 through 4, inclusive, Block 5;

Final PUD Phase 5, Flint Hills National Addition:

Lot 1, Block 1;
Lots 1 through 12, inclusive, Block 2;
Lots 14 through 20, inclusive, Block 2;
Lots 1 through 5, inclusive, Block 3;

(4) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

Lots 1 and 2, Block 1; Lots 1 through 5, Block 2; Lots 1 through 11, Block 3 and Lots 2 through 4, Block 5; within Final PUD Phase 4, Flint Hills National Addition shall each pay 224/10000 of the total cost payable by the improvement district. Lots 1 through 10, Block 4; within Final PUD Phase 4, Flint Hills National Addition shall each pay 142/10000 of the total cost payable by the improvement district. Lot 1, Block 5 within Final PUD Phase 4, Flint Hills National Addition shall pay 244/10000 of the total cost payable by the improvement district. Lots 1 through 12 and Lots 14 through 20, Block 2; and Lots 1 through 5, Block 3; within final PUD Phase 5, Flint Hills National Addition shall pay 142/10000 of the total cost payable by the improvement district. Lot 1, Block 1; within final PUD Phase 5, Flint Hills National Addition shall pay 224/10000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are re-platted before assessments have been levied, the assessments against the re-platted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Section 3. Amending Resolution. This resolution supplements and amends the Original Resolution only to the extent necessary to amend the improvement district and the allocation of the estimated costs of the Flint Hills National Addition Final PUD Phase 4 Sanitary Sewer Improvement and Flint Hills National Addition Final PUD Phase 4 Water Main Improvement contained therein and, except to the extent specifically amended hereby, the Original Resolution shall remain in full force and effect.

Section 4. Publication and Recording. This Resolution shall be published one time in the City's official newspaper, and shall be recorded in the Office of the Register of Deeds of Butler County, Kansas.

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PASSED, ADOPTED AND APPROVED by the governing body of the City of Andover,
Kansas, on July 26, 2005.

CITY OF ANDOVER, KAN SAS

[seal]

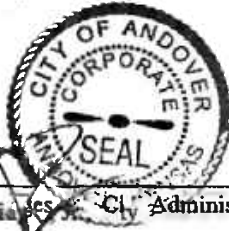
By

Ben Lawrence May 9

ATTEST:

By

Jeffrey K. Bridges Jr. City Administrator/City Clerk



(Published in *The Andover Advocate Journal* on August 4, 2005)

RESOLUTION NO. 05-16

A RESOLUTION AMENDING RESOLUTION NO. 04-09 OF THE CITY OF
ANDOVER, KANSAS.

WHEREAS, the governing body of the City of Andover, Kansas (the "City") previously adopted Resolution No. 04-09 (the "Original Resolution") on April 13, 2004, which Original Resolution was published in the official newspaper of the City on April 22, 2004; and

WHEREAS, the Original Resolution found and finally determined to be advisable to make a certain "Flint Hills National Addition Final PUD Phase 4 Sanitary Sewer Improvement" and a "Flint Hills National Addition Final PUD Phase 4 Water Main Improvement" in the City, all as defined and described therein; and

WHEREAS, the City has received new revised petitions in June 2005 (the "Revised Petitions"), and upon examination of the Revised Petitions on July 12, 2005, determined the Revised Petitions to be sufficient and the governing body finds and determines it desirable to ratify the acquisition and construction the Flint Hills National Addition Final PUD Phase 4 Sanitary Sewer Improvement and Flint Hills National Addition Final PUD Phase 4 Water Main Improvement; and

WHEREAS, in connection with the foregoing, the governing body of the City finds and determines it advisable to amend Resolution No. 04-09 of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY
OF ANDOVER, KANSAS:

Section 1. Amendment to Section 1. Section (A) Paragraph (3) and (4) of that portion of Section 1 entitled "Flint Hills National Addition Final PUD Phase 4 Sanitary Sewer Improvement" of the Original Resolution is hereby amended by replacing said paragraphs with the following:

(3) The extent of the benefit district to be assessed for the costs of the improvement shall include and consist of the real property in the City of Andover, Butler County, Kansas, which is described as follows:

Final PUD Phase 4, Flint Hills National Addition:

Lots 1 through 2, inclusive, Block 1;
Lots 1 through 5, inclusive, Block 2;
Lots 1 through 11, inclusive, Block 3;
Lots 1 through 10, inclusive, Block 4;
Lots 1 through 4, inclusive, Block 5;

RTN-City of Andover
(7) P. O. Box 295
Andover, KS 67002

REC
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MUM

BUTLER COUNTY, KS
- MARCIA MCCOY -
REGISTER OF DEEDS
Book: 1342 Page: 2191
Receipt #: 25393
Pages Recorded: 4
Date Recorded: 8/16/2005 2:35:05 PM
Total Fees: No Charge



TWG REF: 247628
Amending Resolution

Final PUD Phase 5, Flint Hills National Addition:

Lot 1, Block 1;
Lots 1 through 12, inclusive, Block 2;
Lots 14 through 20, inclusive, Block 2;
Lots 1 through 5, inclusive, Block 3;

Metes and Bound Tract:

A tract of land located within the northeast Quarter of Section 5, Township 28S, Range 3 East of the 6th P.M., described as the East 500 feet of said northeast Quarter, except road and street right-of-way.

(4) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

Lots 1 and 2, Block 1; Lots 1 through 5, Block 2; Lots 1 through 11, Block 3 and Lots 2 through 4, Block 5; within Final PUD Phase 4, Flint Hills National Addition shall each pay 207/10000 of the total cost payable by the improvement district. Lots 1 through 10, Block 4; within Final PUD Phase 4, Flint Hills National Addition shall each pay 130/10000 of the total cost payable by the improvement district. Lot 1, Block 5 within Final PUD Phase 4, Flint Hills National Addition shall pay 230/10000 of the total cost payable by the improvement district. Lots 1 through 12 and Lots 14 through 20, Block 2; and Lots 1 through 5, Block 3; within final PUD Phase 5, Flint Hills National Addition shall pay 130/10000 of the total cost payable by the improvement district. Lot 1, Block 1; within final PUD Phase 5, Flint Hills National Addition shall pay 207/10000 of the total cost payable by the improvement district. The Metes and Bounds Tract shall pay 796/10000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are re-platted before assessments have been levied, the assessments against the re-platted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Section 2. Amendment to Section 1. Section (B) Paragraph (3) and (4) of that portion of Section 1 entitled "Flint Hills National Addition Final PUD Phase 4 Water Main Improvement" of the Original Resolution is hereby amended by replacing said paragraphs with the following:

(3) The extent of the benefit district to be assessed for the costs of the improvement shall include and consist of the real property in the City of Andover, Butler County, Kansas, which is described as follows:

Final PUD Phase 4, Flint Hills National Addition:

Lots 1 through 2, inclusive, Block 1;
Lots 1 through 5, inclusive, Block 2;
Lots 1 through 11, inclusive, Block 3;

Lots 1 through 10, inclusive, Block 4;
Lots 1 through 4, inclusive, Block 5;

Final PUD Phase 5, Flint Hills National Addition:

Lot 1, Block 1;
Lots 1 through 12, inclusive, Block 2;
Lots 14 through 20, inclusive, Block 2;
Lots 1 through 5, inclusive, Block 3;

(4) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis:

Lots 1 and 2, Block 1; Lots 1 through 5, Block 2; Lots 1 through 11, Block 3 and Lots 2 through 4, Block 5; within Final PUD Phase 4, Flint Hills National Addition shall each pay 224/10000 of the total cost payable by the improvement district. Lots 1 through 10, Block 4; within Final PUD Phase 4, Flint Hills National Addition shall each pay 142/10000 of the total cost payable by the improvement district. Lot 1, Block 5 within Final PUD Phase 4, Flint Hills National Addition shall pay 244/10000 of the total cost payable by the improvement district. Lots 1 through 12 and Lots 14 through 20, Block 2; and Lots 1 through 5, Block 3; within final PUD Phase 5, Flint Hills National Addition shall pay 142/10000 of the total cost payable by the improvement district. Lot 1, Block 1; within final PUD Phase 5, Flint Hills National Addition shall pay 224/10000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are re-platted before assessments have been levied, the assessments against the re-platted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

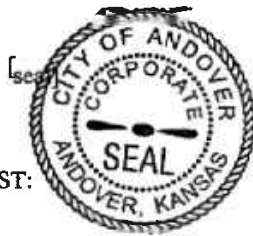
Section 3. Amending Resolution. This resolution supplements and amends the Original Resolution only to the extent necessary to amend the improvement district and the allocation of the estimated costs of the Flint Hills National Addition Final PUD Phase 4 Sanitary Sewer Improvement and Flint Hills National Addition Final PUD Phase 4 Water Main Improvement contained therein and, except to the extent specifically amended hereby, the Original Resolution shall remain in full force and effect.

Section 4. Publication and Recording. This Resolution shall be published one time in the City's official newspaper, and shall be recorded in the Office of the Register of Deeds of Butler County, Kansas.

[Remainder of Page Intentionally Left Blank]

PASSED, ADOPTED AND APPROVED by the governing body of the City of Andover,
Kansas, on July 26, 2005.

CITY OF ANDOVER, KANSAS



ATTEST:

By 
Ben Lawler, Mayor

By 
Jeffrey K. Bridges, Jr., City Administrator/City Clerk

TWO REF: 24762B
Amending Resolution

TEMPORARY WATER LINE EASEMENT



THIS EASEMENT made this 15th day of October, 2004, by and between Flint Hills Company, L.C. of the first part and the City of Andover of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a temporary right-of-way and easement for the purpose of construction and maintenance of water lines along and under the following described real estate situated in Butler, County, Kansas, to wit:

A tract of land in a portion of the Northeast Quarter, Section 5, Township 28 South, Range 3 East, 6th Principal Meridian;

EXCEPT;

All of Lot 1, Block 3, Parcel 11, Final P.U.D First Phase Flint Hills National Addition, a Final P.U.D. to the City of Andover, Butler County, Kansas;

AND EXCEPT;

Road right-of-way, for Southwest 120th Street

AND EXCEPT;

Road right-of-way, for Prairie Creek Road

AND EXCEPT;

ALL of the Amendment to the Amended Final P.U.D, Flint Hills National Addition, a Replat of Reserve "A" and a Portion of "B", Lots 11 and 12, Block 1 of the Replat of Block 2 of Phase 1, Final P.U.D. to the City of Andover, Butler County, Kansas, said tract being more particularly described as follows:

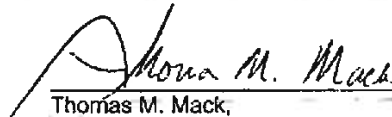
BEGINNING at a the East Quarter corner of said Section 5, thence along the South line of said Northeast Quarter on an assumed bearing of thence S89°31'42"W, 593.02 feet to the Easterly line of said Lot 1; thence along said Easterly line N01°05'00"E, 259.74 feet; thence continuing along said Easterly line, N31°41'21"W, 645.58 feet; thence continuing along said Easterly line, N06°05'09"E, 949.52 feet; thence continuing along said Easterly line, N58°11'59"W, 290.80 feet; thence continuing along said Easterly line, N89°20'00"W, 417.17 feet; thence continuing along said Easterly line, N01°37'00"E, 279.99 feet; thence continuing along said Easterly line, N11°56'00"E, 330.31 feet; thence N00°38'45"W, 50.00 feet to the North line of said Northeast Quarter; thence along said North line N89°21'15"E, 1392.24 feet to the Northeast corner of said Section 5; thence along the East line of said Northeast Quarter, S00°30'47"E, 2575.25 feet to the **POINT OF BEGINNING**.

This temporary easement shall expire upon the dedication of a permanent water line easement granted for the permanent installation of a water line that will provide a loop connection to an existing water line located in Phase 1 of the Flint Hills National development and a proposed water line to be constructed in Phase 4 of the said development.

REC
COMP
NUM

RTN-City of Andover
(7) P. O. Box 295
Andover, KS 67002

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


Thomas M. Mack,
Executive Vice President,
Devlin Financial, Inc., Manager

STATE OF KANSAS)
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid Thomas M. Mack, Executive Vice President, Devlin Financial, Inc., Manager to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 15th day of October, 2004.


Notary Public



(My Commission expires Sept. 2008)

DEVELOPER'S (SUBDIVIDER'S) AGREEMENT

(Special Assessment Improvements):



THIS AGREEMENT made and entered into this 22 day of July, 2004, by and between the City of Andover, Kansas, hereinafter referred to as "City" and Flint Hills Company, L.C. hereinafter referred to as "Developer".

WHEREAS, the City has approved and accepted the final plat of Flint Hills National Addition Planned Unit Development, Phase 5, in the City of Andover, Kansas dated the 22 day of June, 2004; and

WHEREAS, the Developers desire to improve all or a portion of the above plat through the use of special assessments; and

WHEREAS, the City desires to assure uniform compliance with plan specifications, implementation of the subdivision regulations, policies, and workmanlike standards of the City;

NOW, THEREFORE, it is agreed as follows;

1. City of Andover shall initiate steps to construct the following public improvement(s): Sanitary Sewer System and Water Distribution System Improvements upon submission to the City of:

(A) A valid petition drawn in accordance with applicable Kansas Statutes;

(B) The submissions of financial sureties in conformance with Attachment A (Resolution No. 01-45, passed the 27 day of November, 2004). The financial guarantees contemplated by this section may consist of cash, cashier's check, escrow account, irrevocable letter of credit, or corporate completion bond equal to 50% of the estimated principal cost of the project and deemed sufficient by the City's Governing Body. Project costs shall include all costs associated with the project and shall include, but not be limited to, engineering design, construction, inspection, temporary note interest, legal fees, bond issuance cost, and administration. The financial guarantees provided for herein shall be provided prior to the City awarding any construction contract. In the event that any special assessment is not paid when due, the financial guarantee will be drawn upon July 1st of each year by the City to satisfy the principal and interest costs of the bonded public improvements. The amounts of the financial guarantees are as follows:

- (i) For the water distribution system, a financial guaranty in the sum of \$ 85,000.00.
(ii) For the sanitary sewer system, a financial guaranty in the sum of \$ _____.
(iii) For the street paving, sidewalk, and incidental drainage, a financial guaranty in the sum of \$ _____.
(iv) For other improvements, _____ a financial guaranty in the sum of \$ _____.

2. In consideration for the City's consent to permit the Developer to utilize the special assessment form of financing, the Developer hereby agrees to indemnify and hold the City harmless on account of any expenses, costs, or obligations incurred by the City and incurred as a result of utilizing the special assessment process. Developer's obligations in this regard shall include, but not be limited to the reimbursement to the City of any interest costs assessed to the City in the event of a delay for any reason (including litigation) between the time of the issuance of temporary notes and the sale of bonds. The developer's obligation herein shall extend to and include the obligation to pay all special assessments when due which obligation shall survive the transfer of ownership and shall continue as to each lot within the development until such time as a home has been constructed upon such lot and a full and final Certificate of Occupancy issued.

REC
CCMP
MAIN
RIN-City of Andover
(7) P. O. Box 295
Andover, KS 67002

3. All temporary construction facilities must be removed when building in the immediate vicinity is completed.

4. The Developer assumes responsibility to see that all original purchasers of lots in the Subdivision/Addition receive a copy of the Developer's Agreement at the time of purchase.

5. All lots covered by this agreement shall be kept clean and mowed to a height not to exceed eighteen inches.

6. No construction will be allowed on any portion of the Subdivision/Addition unless the Developer or the designated Contractor has first obtained from the City Building Inspector and Zoning Department Officials the proper building and zoning permits.

7. The Developer will file this Developer's Agreement, as approved by the City of Andover's Governing Body, with the Butler County Register of Deeds. A copy of this Developer's Agreement showing said recording along with a copy of the recorded plat shall be furnished to the City before building permits are issued.

8. The terms and conditions set forth herein shall be binding upon the heirs, personal representatives, trustees, successors, and assigns of the parties hereto.

9. In entering into this agreement, the Developer represents familiarization with the policies of the City of Andover, Kansas applicable to the improvements contemplated under the terms of this agreement and has become familiarized themselves with city ordinances applicable to such matters and has familiarized themselves with the City's Subdivision Regulations. Nothing herein shall be construed to grant to the Developer either, directly or indirectly, a variance or departure from such policies, ordinances, and regulations. Any waiver of the required improvements or guarantees for their installation for their installation may be made only by the applicable Governing Body on a show that such improvements are not technically feasible or necessary.

IN WITNESS WHEREOF, the parties hereto have set their hand to this Agreement on the date and year first above written.



Jeffrey K. Bridges, Jr.
City Clerk/Administrator

"CITY OF ANDOVER"

Ben Lawrence
Mayor

FLINT HILLS COMPANY, L.C.

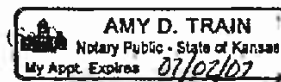
Thomas M. Mack
 Thomas M. Mack,
 Executive Vice President,
 Devlin Financial, Inc., Manager

ATTEST:

STATE OF KANSAS)
)ss:
 COUNTY OF BUTLER)

BE IT REMEMBERED that this 9th day of November, 2004, before me the undersigned, a notary public in and for the County and State aforesaid, came Ben Lawrence, Mayor and Jeffrey K. Bridges, Jr., City Clerk of the City of Andover, Kansas, a municipal corporation, who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of the City of Andover and such persons duly acknowledged execution of the same to be the act and deed and said City of Andover, Kansas.

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



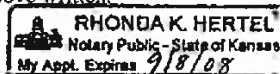
Amy D. Train
 Notary Public

My Appointment Expires:

STATE OF KANSAS)
)ss:
 COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 14th day of October, 2004, before me the undersigned, a notary public in and for the County and State aforesaid, came Thomas M. Mack, who are personally known to me to be the Executive Vice President of Devlin Financial, Inc. - Manager, and who are the same person who executed, as such officer, the within instrument of writing on behalf of the Developer and such person duly acknowledged execution of the same to be the act and deed of said Developer.

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



(Seal)

Rhonda K. Hertel
 Notary Public

My Appointment Expires: 09/08/08

BUTLER COUNTY, KS
- MARCIA MCCOY -
REGISTER OF DEEDS
Book: 1342 Page: 2179
Receipt #: 25393 Total Fees: \$32.00
Pages Recorded: 7
Date Recorded: 6/16/2005 2:35:02 PM



FLINT HILLS NATIONAL ADDITION

Andover, Butler County, Kansas

PRELIMINARY PLANNED UNIT DEVELOPMENT

GENERAL PROVISIONS

June 22, 2005

RTN-City of Andover
(7) P. O. Box 295
Andover, KS 67002

REC
CCMP
MUM

32nd

GENERAL PROVISIONS

1. **UTILITIES:** All utilities shall be installed underground. Easements to be determined at Final P.U.D. Plan.

2. **ACCESS CONTROL:**

BUTLER ROAD:

Parcel 3A shall have access to Butler Road at one location.
Parcel 6 shall have access to Butler Road at one location for emergency vehicles.
Parcel 7 shall have access to Butler Road at two locations.

SW. 120TH STREET:

Parcel 7 shall have access to Southwest 120th Street at one location.
This access shall serve as a point of access to Parcels 1 through 6.

PRAIRIE CREEK ROAD:

Parcel 4 shall have access to Prairie Creek Road at one location for emergency vehicles and access during special events.

SW. 130TH STREET:

Parcel 3A shall have access to S.W. 130th Street at one location for emergency vehicles.

3. **STREET REQUIREMENTS:**

- A. **ARTERIAL STREETS** – 50' Half Street R. O. W. with 75 feet required within 250 feet of the arterial intersection with a 100' taper to the 50' R. O. W., however, Butler Road shall have 60' half street R.O.W. with 75 feet required within 250 feet of the arterial intersections.

- B. **PRIVATE STREETS:**

1. Parcels 1-7 shall have private streets with gated entries.
2. The pavement section for the private streets shall be built to City of Andover Standards, although the widths may vary depending on the lot sizes and land uses.
3. All private streets shall be constructed in a platted reserve and shall be owned and maintained by a homeowners association.
4. Right of way and pavement widths for private streets are as follows:

70' right of way - 24 foot wide pavement without curb and gutter, with a three foot shoulder on each side and with drainage ditches or 28 foot roadway width with curb and gutter (face of curb to face of curb).
64' right of way - 34 foot roadway width with curb and gutter. (face of curb to face of curb).
60' right of way - 28 foot roadway width with curb and gutter (face of curb to face of curb).

30' right of way - 28 foot roadway width with curb and gutter (face of curb to face of curb) and a 15 foot private street, drainage and utility easement on either side of the right of way.

18' - 24' right of way - The private street in Parcel 7 has an 18' right of way for one way traffic and a 24' right of way for two-way traffic to save existing trees. The street is constructed with curb and gutter. Drainage and utilities will be contained in street right of way or in adjacent utility easements.

5. Private streets with gated entries shall provide access to emergency vehicles through the use of a code to be supplied by the owner or owners of the development.

6. All streetlights on private streets shall be the responsibility of the homeowners association for that parcel. The owner of Flint Hills National Golf Club shall be responsible for the streetlights on the private street, which leads to the clubhouse.

- C. **CUL-DE-SACS** - All cul-de-sacs shall have a minimum property line diameter of 70 feet. The maximum length for a cul-de-sac shall not exceed 1500 feet. This length may be exceeded when an alternative entry is provided. The center of the cul-de-sac turn around shall be a platted reserve for landscaping.
- D. **PRIVATE STREETS** with a 30' wide right of way are permitted in Parcel 3A, 4A, 6 and 7 only. There should be four off street parking spaces provided per unit. Additional guest parking spaces shall be provided within platted reserves as required.
4. **DRAINAGE** - An overall grading and drainage plan shall be provided as a separate instrument based on an engineered hydrology study. This plan shall be general in character but establish the overall grading and drainage requirements. A final lot-grading plan shall be submitted with each Final P.U.D. Plan, which shall include a minimum foundation opening elevation for each lot and elevations of any grading for drainage purposes and/or curb elevations. After the Final Drainage Plan is approved, any further grading of land in the flood plain area shall require a zoning permit under Section 4-117 of the Zoning Regulations for the City of Andover, Kansas.
5. **SIGNS** - Signs designating the name of the development shall be permitted in reserves at the entrances to the overall project and to each of the proposed parcels. The maximum size shall be as per the city code. In addition a project identification sign shall be permitted on the Southeast corner of Butler Road and Southwest 120th St. and the Northeast corner of Butler Road and Southwest 130th Street. The maximum size for each project identification sign shall be 150 square feet. No project signs shall be permitted in public street right of way.
6. **HOMEOWNERS ASSOCIATIONS** - A document to create and operate a homeowners association shall be filed with the Final Plan of each parcel to provide for the maintenance of open space, floodplain, reserves, parking areas, private streets or drives, signs, logos, berms, landscaping, buffer areas, drainage channels, swales, hedge rows within adjacent arterial street right of ways, etc. The document shall be received by the city and recorded with the Butler County Register of Deeds. Failure of the homeowner's association(s) to properly maintain the areas listed above shall give the city the right to properly maintain the areas listed and to assess the cost of maintenance to the property owners. The city will not, however, assume ownership of the private streets.
7. **ARTERIAL ROAD HEDGEROWS** - All existing hedgerows on the periphery of the development, within arterial street right of ways shall remain intact. However, right of way

and utility cuts shall be permitted. The hedgerows shall be maintained by the adjacent parcel homeowners association.

8. **RESTRICTIVE COVENANTS** - Shall be filed with the final plan for each parcel.
9. **RELATIONSHIP TO COMPREHENSIVE PLAN** - The P.U.D. is in keeping with the Andover Comprehensive Development Plan for this area. Appropriate City Zoning and Subdivision Regulations have been utilized as a basis for design of the P.U.D. The amount of land designed for residential land use and related open space provides for an average area per dwelling unit which is reflective of the R-1 Single Family Residential District, the lot sizes exceed the 20,000 sq. ft. per lot requirement.
10. **PHASING SCHEDULE** - Estimated completion for the entire Flint Hills National Golf Club Development is estimated to take up to ten years from the time that the Final P.U.D. Plan is recorded. Development on Parcels 1, 2, 3A, 3B, 6, and 7 has occurred. Parcels 4A, 4B, and 5 are scheduled for completion between 2004-2009. However, the estimated time projects herein of the P.U.D. may be modified by the Planning Agency for the City of Andover as may reasonably be required to assure performance in accordance with the approved plan and varying market conditions.
11. **GUEST HOUSE - PARCEL 7**
The guesthouse use permitted in Parcel 7 shall be limited to Golf Course members and their guests for overnight use only.
12. **SIDEWALKS** - There are no sidewalks proposed for this development. However, parcels adjacent to the Golf Course may provide access through a platted reserve or access easement for a pedestrian or cart path that would tie into the Golf Course cart path system. The pedestrian or cart path shall be owned and maintained by the homeowners association for each parcel. The location will be determined at the time of the Final Plan for each parcel.
13. **GENERAL DEVELOPMENT PLAN** - This plan illustrates 169 single-family lots, 5 guesthouse units, and 1 Golf Course lot. The illustrated dwelling units may change at the time the Final P.U.D. is submitted. The maximum units permitted in each parcel shall not exceed what is listed under the parcel description. In the event that the total lots change from what is illustrated on the Preliminary P.U.D. Development Plan, a revised plan shall be submitted to the City of Andover, Kansas.

PARCEL DESCRIPTIONS:

PARCEL NO. 1	(R-1 ZONING DISTRICT)
PERMITTED USES	SINGLE FAMILY RESIDENTIAL
MINIMUM LOT SIZE	1 ACRE
GROSS PARCEL AREA	36.97 ACRES
MAXIMUM DWELLING UNITS	16
MAXIMUM BUILDING COVERAGE	35%
MAXIMUM BUILDING HEIGHT	35'
SETBACKS:	
MINIMUM FRONT YARD	35'
MINIMUM SIDE YARD	10'
MINIMUM REAR YARD	25'

PARCEL NO. 2 (R-2 ZONING DISTRICT)
 PERMITTED USES SINGLE FAMILY RESIDENTIAL
 MINIMUM LOT SIZE 1 ACRE
 GROSS PARCEL AREA 35.06 ACRES
 MAXIMUM DWELLING UNITS 20
 MAXIMUM LOT COVERAGE 35%
 MAXIMUM BUILDING HEIGHT 35'
 SETBACKS: MINIMUM FRONT YARD 35'
 MINIMUM SIDE YARD 10'
 MINIMUM REAR YARD 25'

PARCEL NO. 3A (R-2 ZONING DISTRICT)
 PERMITTED USES SINGLE FAMILY RESIDENTIAL
 MINIMUM LOT SIZE 0.25 ACRE
 GROSS PARCEL AREA 16.19 ACRES
 MAXIMUM DWELLING UNITS 20
 MAXIMUM LOT COVERAGE 65%
 MAXIMUM BUILDING HEIGHT 35'
 SETBACKS: MINIMUM FRONT YARD 25'
 MINIMUM SIDE YARD 8'
 MINIMUM REAR YARD 25'

PARCEL NO. 3B (R-1 ZONING DISTRICT)
 PERMITTED USES SINGLE FAMILY RESIDENTIAL
 MINIMUM LOT SIZE 1 ACRE
 GROSS PARCEL AREA 69.64 ACRES
 MAXIMUM DWELLING UNITS 25
 MAXIMUM LOT COVERAGE 35%
 MAXIMUM BUILDING HEIGHT 35'
 SETBACKS: MINIMUM FRONT YARD 35'
 MINIMUM SIDE YARD 10'
 MINIMUM REAR YARD 25'

PARCEL NO. 4A (R-2 ZONING DISTRICT)
 PERMITTED USE SINGLE FAMILY RESIDENTIAL
 MINIMUM LOT SIZE 0.25 ACRE
 GROSS PARCEL AREA 23.02 ACRES
 MAXIMUM DWELLING UNITS 45
 MAXIMUM LOT COVERAGE 65%
 MAXIMUM BUILDING HEIGHT 35'
 SETBACKS: MINIMUM FRONT YARD 25'
 MINIMUM SIDE YARD 8'
 MINIMUM REAR YARD 25'

PARCEL NO. 4B (R-1 ZONING DISTRICT)
 PERMITTED USE SINGLE FAMILY RESIDENTIAL
 MINIMUM LOT SIZE 1 ACRE
 GROSS PARCEL AREA 90.86 ACRES
 MAXIMUM DWELLING UNITS 35
 MAXIMUM LOT COVERAGE 35%
 MAXIMUM BUILDING HEIGHT 35'
 SETBACKS: MINIMUM FRONT YARD 35'

MINIMUM SIDE YARD	10'
MINIMUM REAR YARD	25'

PARCEL NO. 5	(R-1 ZONING DISTRICT)
PERMITTED USES	SINGLE FAMILY RESIDENTIAL
MINIMUM LOT SIZE	1 ACRE
GROSS PARCEL AREA	54.93 ACRES
MAXIMUM DWELLING UNITS	22
MAXIMUM LOT COVERAGE	35%
MAXIMUM BUILDING HEIGHT	35'
SETBACKS:	
MINIMUM FRONT YARD	35'
MINIMUM SIDE YARD	10'
MINIMUM REAR YARD	25'

PARCEL NO. 6	(R-2 ZONING DISTRICT)
PERMITTED USES	SINGLE FAMILY RESIDENTIAL
MINIMUM LOT SIZE	10,000 S.F.
NET PARCEL AREA	20.30 ACRES
MAXIMUM DWELLING UNITS	33
MAXIMUM LOT COVERAGE	65%
MAXIMUM BUILDING HEIGHT	35'
SETBACKS:	
MINIMUM FRONT YARD	25' EXCEPT
If two front yards abut a street then one side may be reduced to 15' all	
garages shall be a minimum of 25' from property line	
MINIMUM SIDE YARD	8'
MINIMUM REAR YARD	20'
PARKING RATIO	2.0/D.U.

PARCEL NO. 7	(R-1 ZONING DISTRICT)
PERMITTED USES	Golf Course with Clubhouse, Maintenance Building, Practice Range, Administrative Offices, Guest House, Pool and Recreational Facility
NET PARCEL AREA	262.73 Acres
MAXIMUM UNITS	32 Guest House Units
	(SEE GENERAL PROVISIONS NO. 11 AND 13)
MAXIMUM BUILDING HEIGHT	45'
SETBACKS	25' from adjoining Parcels
PARKING RATIO	Golf Course shall provide 4 spaces per golf hole plus 1 for every 400 s.f. of Pro Shop providing 1/2 space per unit.

TOTALS	
TOTAL GROSS PARCEL AREA	609.70 Acres more or less
MAXIMUM DWELLING UNITS PERMITTED	248
	(216 Single Family and 32 Guest House Units)

STATEMENT OF P.U.D.

That we, the undersigned, are developers of the following described property and have been notified of approval of the Amended Preliminary Planned Unit Development (P.U.D.) for "FLINT HILLS NATIONAL ADDITION" to Andover, Butler County, Kansas. The preliminary P.U.D. of "FLINT HILLS NATIONAL ADDITION" is applicable to the following described land and is on file with the City Clerk of Andover, Kansas.

All of Sec. 5, T28S, R3E 6th P.M.; EXCEPT road Right-of-ways of record.

The P.U.D. for the Amended Preliminary Planned Unit Development (P.U.D.) for "FLINT HILLS NATIONAL ADDITION" is for the purpose of development of a 634.8 gross acre tract with multiple land uses (golf course and associated uses, single family residential) as noted in the General Provisions. The General Provision also set out all pertinent information concerning the permitted land uses and there maximum densities. A copy of these General Provisions is attached hereto; however the official copy is on filed at the City of Andover, Butler County, Kansas. This P.U.D. corresponds with an ordinance filed at the City of Andover numbered No. 1209.

FLINT HILLS COMPANY, L.C.

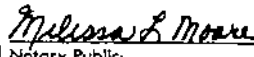

Thomas M. Mack, Manager of Flint Hills Company, L.C.
Executive Vice President, Devlin Financial, Inc.

STATE OF KANSAS, SEDGWICK COUNTY) ss:

This instrument was acknowledged before me on 10th day of AUGUST, 2005, by Thomas M. Mack, Manager of Flint Hills Company, L.C., Executive Vice President, Devlin Financial, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last




Notary Public



File #:

Property Address:

420 E. Cedar Ridge Ct.

Andover, KS 67002

WIRE FRAUD ALERT

IMPORTANT! YOUR FUNDS MAY BE AT RISK

****SECURITY 1ST TITLE DOES NOT SEND WIRE INSTRUCTIONS UNLESS REQUESTED****

This Alert is not intended to provide legal or professional advice. If you have any questions, please consult with a lawyer. Realtors®, Real Estate Brokers, Title Companies, Closing Attorneys, Buyers and Sellers are targets for fraudsters to gain access to information for the purpose of wire fraud schemes. Many homebuyers have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification.

A fraudster will hack into a participant's email account to obtain information about upcoming real estate transactions. After monitoring the account to determine the likely timing of a closing, the fraudster will send an email to the Buyer purporting to be the escrow agent or another party to the transaction. The fraudulent email will contain wiring instructions or routing information, and will request that the Buyer send funds to an account controlled by the fraudster.

Security 1st Title does not require your funds to be wired. We accept certified checks. If you prefer to wire, you must contact us by phone to request our wire instructions. We will give them verbally or send via SECURED email. After receipt, if you receive another email or unsolicited call purporting to alter these instructions please disregard and immediately contact us.

*****Closing funds in the form of ACH Electronic Transfers will NOT be accepted*****

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails or other communications purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **DO NOT FORWARD** wire instructions to any other parties.
- **ALWAYS VERIFY WIRE INSTRUCTIONS**, specifically the ABA routing number and account number, by calling the party who is receiving the funds.
- **DO NOT use the phone number provided in the email containing the instructions**, use phone numbers you have called before or can otherwise verify with a phone directory.
- **DO NOT send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.**

ACKNOWLEDGEMENT OF RECEIPT – YOU MUST SIGN BELOW

Your signature below acknowledges receipt of this Wire Fraud Alert.

Buyer _____

Authentisign
Signature
Seller
10/28/2019 7:56:05 PM CDT

Authentisign
Signature
Ramey James
10/27/2019 8:54:10 AM CDT

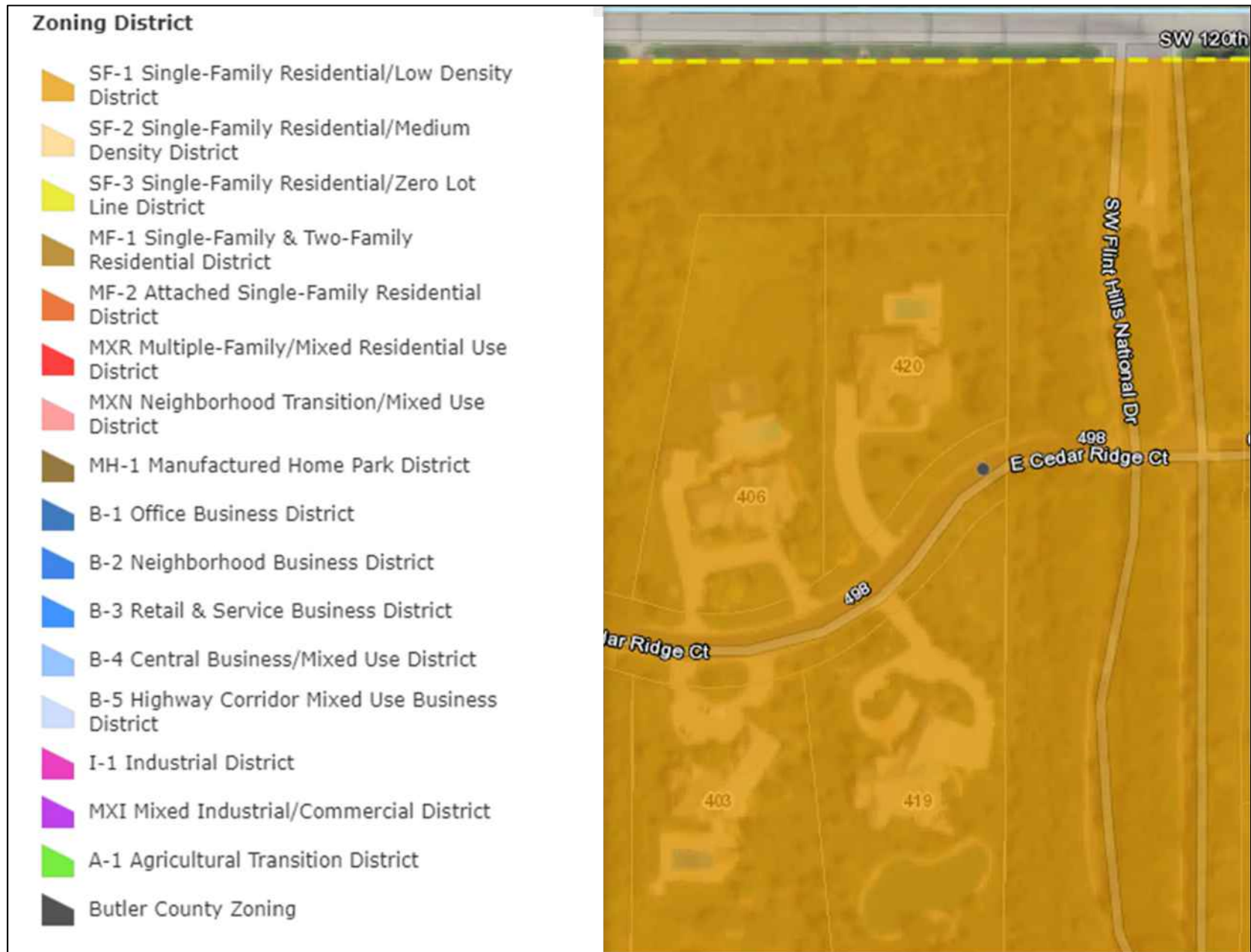
For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

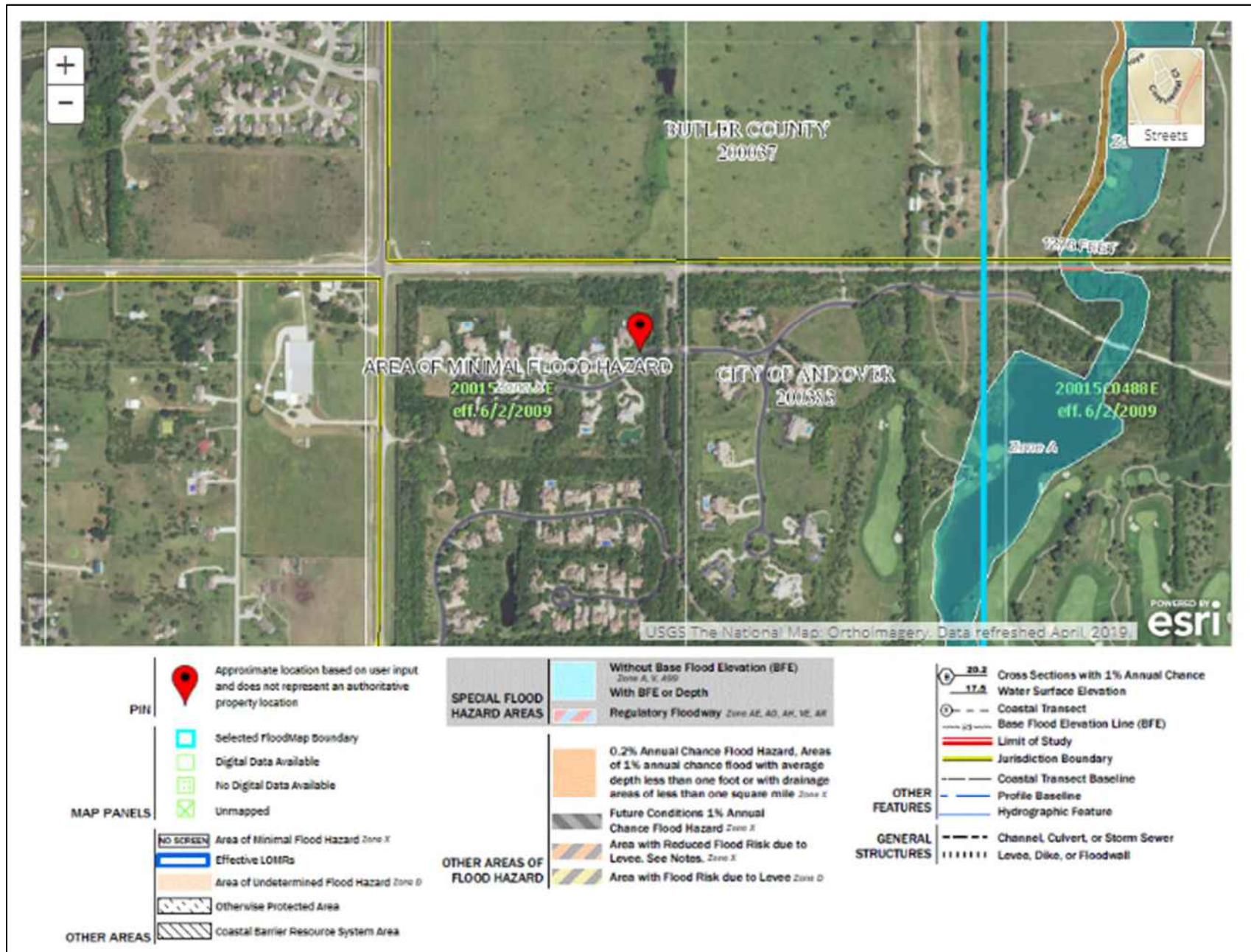
420 E. Cedar Ridge Ct. – Andover, KS 67002

Zoning: SF-1 Single-Family Residential/ Low Density District



420 E. Cedar Ridge Ct. – Andover, KS 67002

Flood Zone: Zone X – Area of Minimal Flood Hazard



420 E. Cedar Ridge Ct. – Andover, KS 67002

Aerial



TERMS AND CONDITIONS

Thank you for participating in today's auction. The auction will be conducted by McCurdy Auction, LLC ("McCurdy") on behalf of the owner of the real estate (the "Seller"). The real estate offered for sale at auction (the "Real Estate") is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from McCurdy.

1. Any person who registers or bids at this Auction (the "Bidder") agrees to be bound by these Terms and Conditions, the auction announcements, and the Contract for Purchase and Sale.
2. The Real Estate is not offered contingent upon inspections. The Real Estate is offered at public auction in its present, "as is where is" condition and is accepted by Bidder without any expressed or implied warranties or representations from Seller or McCurdy, including, but not limited to, the following: the condition of the Real Estate; the Real Estate's suitability for any or all activities or uses; the Real Estate's compliance with any laws, rules, ordinances, regulations, or codes of any applicable government authority; the Real Estate's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Real Estate of any hazardous materials or substances; or any other matter concerning the Real Estate. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Real Estate prior to bidding. It is Bidder's responsibility to have any and all desired inspections completed prior to bidding including, but not limited to, the following: roof; structure; termite; environmental; survey; encroachments; groundwater; flood designation; presence of lead-based paint or lead based paint hazards; presence of radon; presence of asbestos; presence of mold; electrical; appliances; heating; air conditioning; mechanical; plumbing (including water well, septic, or lagoon compliance); sex offender registry information; flight patterns; or any other desired inspection. Bidder acknowledges that Bidder has been provided an opportunity to inspect the Real Estate prior to the auction and that Bidder has either performed all desired inspections or accepts the risk of not having done so. Any information provided by Seller or McCurdy has been obtained from a variety of sources. Seller and McCurdy have not made any independent investigation or verification of the information and make no representation as to its accuracy or completeness. In bidding on the Real Estate, Bidder is relying solely on Bidder's own investigation of the Real Estate and not on any information provided or to be provided by Seller or McCurdy.
3. Notwithstanding anything herein to the contrary, to the extent any warranties or representations may be found to exist, the warranties or representations are between Seller and Bidder. McCurdy may not be held responsible for the correctness of any such representations or warranties or for the accuracy of the description of the Real Estate.
4. There will be a 10% buyer's premium (\$1,500.00 minimum) added to the final bid. The buyer's premium, together with the final bid amount, will constitute the total purchase price of the Real Estate.
5. The Real Estate is not offered contingent upon financing.
6. In the event that Bidder is the successful bidder, Bidder must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of cash, check, or immediately available, certified funds and in the amount set forth by McCurdy. The balance of the purchase price will be due in immediately available, certified funds at closing on the specified closing date. The Real Estate must close within 30 days of the date of the auction, or as otherwise agreed to by Seller and Bidder.
7. Auction announcements take precedence over anything previously stated or printed, including these Terms and Conditions.
8. A bid placed by Bidder will be deemed conclusive proof that Bidder has read, understands, and agrees to be bound by these Terms and Conditions.
9. These Terms and Conditions, especially as they relate to the qualifications of potential bidders, are designed for the protection and benefit of Seller and do not create any additional rights or causes of action for Bidder. On a case-by-case basis, and at the sole discretion of Seller or McCurdy, exceptions to certain Terms and Conditions may be made.

10. In the event Bidder is the successful bidder at the auction, Bidder's bid constitutes an irrevocable offer to purchase the Real Estate and Bidder will be bound by said offer. In the event that Bidder is the successful bidder but fails or refuses to execute the Contract for Purchase and Sale, Bidder acknowledges that, at the sole discretion of Seller, these signed Terms and Conditions together with the Contract for Purchase and Sale executed by the Seller are to be construed together for the purposes of satisfying the statute of frauds and will collectively constitute an enforceable agreement between Bidder and Seller for the sale and purchase of the Real Estate.
11. It is the responsibility of Bidder to make sure that McCurdy is aware of Bidder's attempt to place a bid. McCurdy disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. McCurdy is not responsible for errors in bidding and Bidder releases and waives any claims against McCurdy for bidding errors. Once a bid has been acknowledged by the auctioneer, the bid cannot be retracted.
12. Bidder authorizes McCurdy to film, photograph, or otherwise record the voice or image of Bidder and any guest or minor accompanying Bidder at this auction and to use the films, photographs, recordings, or other information about the auction, including the sales price of the Real Estate, for promotional or other commercial purposes.
13. Broker/agent participation is invited. Broker/agents must pre-register with McCurdy no later than 5 p.m. on the business day prior to the auction by completing the Broker Registration Form, available on McCurdy's website.
14. McCurdy is acting solely as agent for Seller and not as an agent for Bidder. McCurdy is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will McCurdy be liable to Bidder for any damages, including incidental or consequential damages, arising out of or related to this auction, the Contract for Purchase and Sale, or Seller's failure to execute or abide by the Contract for Purchase and Sale.
15. Neither Seller nor McCurdy, including its employees and agents, will be liable for any damage or injury to any property or person at or upon the premises. Any person entering on the premises assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and McCurdy expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the premises, whether obvious or hidden. Seller and McCurdy are not responsible for any lost, stolen, or damaged property.
16. To the extent permitted under applicable law, McCurdy has the right to establish all bidding increments.
17. McCurdy may, in its sole discretion, reject, disqualify, or refuse any bid believed to be fraudulent, illegitimate, not in good faith, made by someone who is not competent, or made in violation of these Terms and Conditions or applicable law.
18. Bidder represents and warrants that they are bidding on their own behalf and not on behalf of or at the direction of Seller.
19. The Real Estate is offered for sale to all persons without regard to race, color, religion, sex, handicap, familial status, or national origin.
20. These Terms and Conditions are binding on Bidder and on Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.
21. In the event that any provision contained in these Terms and Conditions is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions of the Terms and Conditions will not be in any way impaired.
22. These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas, but without regard to Kansas's rules governing conflict of laws. Exclusive venue for all disputes lies in either the Sedgwick County, Kansas District Court or the United States District Court in Wichita, Kansas. Bidder submits to and accepts the jurisdiction of such courts.

GUIDE TO AUCTION COSTS

WHAT TO EXPECT

THE SELLER CAN EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- Real Estate Commission (*If Applicable*)
- Advertising Costs
- Payoff of All Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment Penalties
- Any Judgments, Tax Liens, etc. Against the Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proration for the Current Year
- Any Unpaid Homeowner's Association Dues
- Rent Deposits and Prorated Rents (*If Applicable*)

THE BUYER CAN GENERALLY EXPECT TO PAY

- Half of the Owner's Title Insurance
- Half of the Title Company's Closing Fee
- 10% Buyer's Premium (*If Applicable*)
- Document Preparation (*If Applicable*)
- Notary Fees (*If Applicable*)
- Recording Charges for All Documents in Buyer's Name
- Homeowner's Association Transfer / Setup Fee (*If Applicable*)
- All New Loan Charges (*If Obtaining Financing*)
- Lender's Title Policy Premiums (*If Obtaining Financing*)
- Homeowner's Insurance Premium for First Year
- All Prepaid Deposits for Taxes, Insurance, PMI, etc. (*If Applicable*)

