

# PROPERTY INFORMATION PACKET

## THE DETAILS



**2514 S. Yellowstone Cir. | Wichita, KS 67215**

AUCTION: Saturday, December 14th @ 10:00 AM

12041 E. 13th St. N., Wichita, KS, 67206  
316.683.0612 • 800.544.4489  
[www.McCurdyAuction.com](http://www.McCurdyAuction.com)



**McCurdy**  
AUCTION LLC  
REAL ESTATE SPECIALISTS



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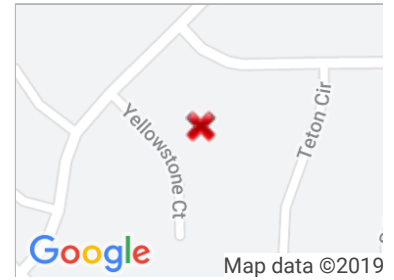
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The real estate is offered at public auction in its present, "as is where is" condition and is accepted by the buyer without any expressed or implied warranties or representations from the seller or McCurdy Auction, LLC. It is incumbent upon buyer 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 #** 574808  
**Status** Active  
**Contingency Reason**  
**Area** 136  
**Address** 2514 S YELLOWSTONE CIR  
**City** Wichita  
**Zip** 67215  
**Asking Price** \$0  
**Original Price** \$0  
**Picture Count** 36



## KEYWORDS

<b>AG Bedrooms</b>	3	<b>Approx. AGLA</b>	2099
<b>Total Bedrooms</b>	3.00	<b>AGLA Source</b>	Court House
<b>AG Full Baths</b>	2	<b>Approx. BFA</b>	0.00
<b>AG Half Baths</b>	0	<b>BFA Source</b>	Court House
<b>Garage Size</b>	2	<b>Approx. TFLA</b>	2,099
<b>Basement</b>	None	<b>Lot Size/SqFt</b>	10157
<b>Levels</b>	2 Story	<b>Number of Acres</b>	0.23
<b>Approximate Age</b>	36 - 50 Years		
<b>Acreage</b>	City Lot		

## GENERAL

<b>List Agent - Agent Name and Phone</b>	BRADEN MCCURDY - OFF: 316 -683-0612	<b>List Office - Office Name and Phone</b>	McCurdy Auction, LLC - OFF: 316 -683-0612
<b>Showing Phone</b>	1-800-301-2055	<b>Year Built</b>	1979
<b>Parcel ID</b>	20173-203-05-0-23-01-008.00	<b>School District</b>	Goddard265
<b>Elementary School</b>	Earhart	<b>Middle School</b>	Eisenhower
<b>High School</b>	Robert Goddard	<b>Subdivision</b>	THE PARK ADDITION
<b>Legal</b>	LOT 122 BLOCK 5 THE PARK ADD.	<b>Realtor.com Y/N</b>	Yes
<b>Display Address</b>	Yes	<b>VOW: Allow AVM</b>	Yes
<b>Virtual Tour Y/N</b>	No		

## ROOMS

<b>Master Bedroom Level</b>	Upper	<b>Master Bedroom Dimensions</b>	17'11"x14'3"
<b>Master Bedroom Flooring</b>	Carpet	<b>Living Room Level</b>	Main
<b>Living Room Dimensions</b>	14'4"x26'4"	<b>Living Room Flooring</b>	Carpet
<b>Kitchen Level</b>	Main	<b>Kitchen Dimensions</b>	10'7"x10'1"
<b>Kitchen Flooring</b>	Tile	<b>Room 1 Type</b>	
<b>Room 2 Type</b>		<b>Room 3 Type</b>	
<b>Room 4 Level</b>	Main	<b>Room 4 Type</b>	Bedroom
<b>Room 4 Dimensions</b>	12'0"x11'1"	<b>Room 4 Flooring</b>	Carpet
<b>Room 5 Level</b>	Main	<b>Room 5 Type</b>	Bonus Room
<b>Room 5 Dimensions</b>	13'6"x11'3"	<b>Room 5 Flooring</b>	Carpet
<b>Room 6 Level</b>	Upper	<b>Room 6 Type</b>	Bedroom
<b>Room 6 Dimensions</b>	9'10"x16'0"	<b>Room 6 Flooring</b>	Carpet
<b>Room 7 Level</b>	Main	<b>Room 7 Type</b>	Bonus Room
<b>Room 7 Dimensions</b>	6'3"x15'3"	<b>Room 7 Flooring</b>	Concrete
<b>Room 8 Level</b>	Main	<b>Room 8 Type</b>	Sun Room/Atrium
<b>Room 8 Dimensions</b>	13'3"x8'0"	<b>Room 8 Flooring</b>	Other
<b>Room 9 Level</b>	Main	<b>Room 9 Type</b>	Laundry
<b>Room 9 Dimensions</b>	8'7"x3'3"	<b>Room 9 Flooring</b>	Laminate - Other
<b>Room 10 Level</b>		<b>Room 10 Type</b>	
<b>Room 10 Dimensions</b>		<b>Room 10 Flooring</b>	
<b>Room 11 Level</b>		<b>Room 11 Type</b>	
<b>Room 11 Dimensions</b>		<b>Room 11 Flooring</b>	
<b>Room 12 Level</b>		<b>Room 12 Type</b>	
<b>Room 12 Dimensions</b>		<b>Room 12 Flooring</b>	

## DIRECTIONS

**Directions** Pawnee & Maize - South to Yosemite, east to Yellowstone St., north to Yellowstone Ct., east to home.

## FEATURES

<b>ARCHITECTURE</b>	<b>FLOOD INSURANCE</b>	<b>KITCHEN FEATURES</b>	<b>INTERIOR AMENITIES</b>
Traditional	Unknown	Eating Bar	Ceiling Fan(s)



## FEATURES

<b>EXTERIOR CONSTRUCTION</b>	<b>UTILITIES</b>	Range Hood	Closet-Walk-In
Frame	Sewer	Electric Hookup	Fireplace Doors/Screens
Vinyl/Metal Siding	Natural Gas	<b>APPLIANCES</b>	Skylight(s)
<b>ROOF</b>	Public Water	Dishwasher	Vaulted Ceiling
Composition	<b>BASEMENT / FOUNDATION</b>	Disposal	Laminate – Other
<b>LOT DESCRIPTION</b>	None	Refrigerator	<b>POSSESSION</b>
Irregular	<b>BASEMENT FINISH</b>	<b>MASTER BEDROOM</b>	At Closing
Wooded	None	Master Bdrm on Sep. Floor	<b>PROPOSED FINANCING</b>
<b>FRONTAGE</b>	<b>COOLING</b>	Master Bedroom Bath	Other/See Remarks
Paved Frontage	Central	Shower/Master Bedroom	<b>WARRANTY</b>
<b>EXTERIOR AMENITIES</b>	Electric	Two Sinks	No Warranty Provided
Patio	<b>HEATING</b>	<b>AG OTHER ROOMS</b>	<b>OWNERSHIP</b>
Deck	Forced Air	Bonus Room	Individual
Covered Deck	Gas	Sun Room	<b>PROPERTY CONDITION REPORT</b>
Fence-Wood	<b>DINING AREA</b>	<b>LAUNDRY</b>	No
Guttering	Eating Bar	Main Floor	<b>SHOWING INSTRUCTIONS</b>
Security Light	Living/Dining Combo	Separate Room	Appt Req-Call Showing #
Other/See Remarks	<b>FIREPLACE</b>	220-Electric	<b>LOCKBOX</b>
<b>GARAGE</b>	One		SCKMLS
Attached	Living Room		<b>TYPE OF LISTING</b>
Opener	Woodburning		Excl Right w/o Reserve
Oversized	Wood Stove		<b>AGENT TYPE</b>
			Sellers Agent

## FINANCIAL

<b>Assumable Y/N</b>	No	<b>HOA Y/N</b>	Yes
<b>Currently Rented Y/N</b>	No	<b>Yearly HOA Dues</b>	\$240.00
<b>Rental Amount</b>		<b>HOA Initiation Fee</b>	\$150.00
<b>General Property Taxes</b>	\$1,931.73	<b>Home Warranty Purchased</b>	N/A
<b>General Tax Year</b>	2019	<b>Earnest \$ Deposited With</b>	Security 1st Title
<b>Yearly Specials</b>	\$7.80		
<b>Total Specials</b>	\$7.80		

## MARKETING REMARKS

**Marketing Remarks** This property is offered by Braden McCurdy with McCurdy Auction, LLC. Office: 316-683-0612 Email: bmccurdy@mccurdyauction.com. ONSITE REAL ESTATE AUCTION ON DECEMBER 14TH, 2019 AT 10:00 AM. CLEAR TITLE AT CLOSING, NO BACK TAXES, PREVIEW AVAILABLE. NO MINIMUM, NO RESERVE!!! 3+bedroom, 2-bathroom home with oversized 2-car garage near Pawnee Prairie Park! This home sits on a wooded lot with mature trees, an attached oversized two-car garage, a custom cascading deck, and access to the neighborhood walking trail. Inside the home is a landing in the entryway with staircase leading to the living room. At the bottom of the staircase is the separate laundry room. Enjoy the natural light and spacious feel of the living room / dining room combination. With 18' ceiling and large windows, this is a perfect room for entertaining by the wood stove or enjoying the views of the backyard. Off the living room is the lovely sunroom with tall ceiling. Located off the living room is a bedroom with vaulted ceiling, a feature brick wall, and a sliding glass door. The kitchen features an eating bar, oven /range, dishwasher, and refrigerator. Across the hall from the kitchen is a walk-in pantry. Down a hallway is a full bathroom, a bonus room that could be converted into a large walk-in closet, and an additional bonus room that may be converted to a bedroom. Upstairs, the master suite features two skylights, a door leading to the 2nd story deck, and a recessed wall with built-in storage and shelving. The full bathroom, with double sinks and skylight, is accessible from the master bedroom and from the additional upstairs bedroom. Homeowner's Association dues include walking trails and upkeep of the neighborhood pool. DISCLOSURES: The property is offered subject to the rules, regulations, and restrictions of The Park Homeowners' Association No. 1 (the "Association"). There are proposed amended and restated covenants for the homeowner's association that will be discussed at a homeowner's association meeting on December 2, 2019 regarding rental property. The current version of the bylaws and covenants and the proposed amended and restated covenants are found in the property information packet. \*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 \$7,500.

## AUCTION

<b>Type of Auction Sale</b>	No Minimum - No Reserve
<b>Method of Auction</b>	Live Only

1 - Open for Preview Yes  
1 - Open/Preview Date 12/14/2019



**Auction Location** 2514 S. Yellowstone Cir.  
**Auction Offering** Real Estate Only  
**Auction Date** 12/14/2019  
**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 %/\$** 7,500.00

**1 - Open Start Time** 9:00 AM  
**1 - Open End Time** 10:00 AM

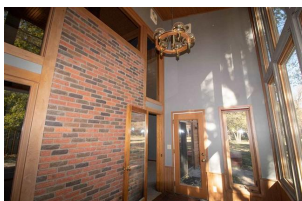
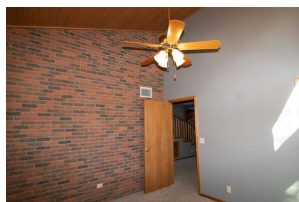
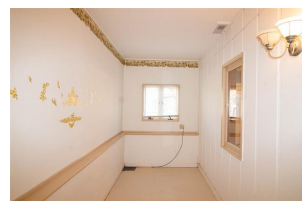
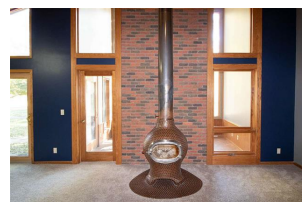
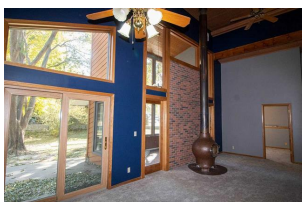
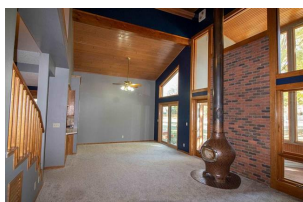
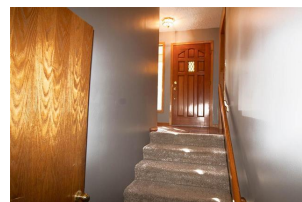
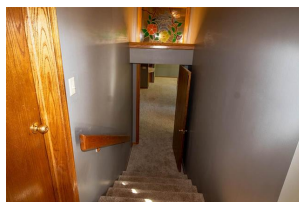
## TERMS OF SALE

Terms of Sale

## PERSONAL PROPERTY

Personal Property

## ADDITIONAL PICTURES





## DISCLAIMER

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Sedgwick County  
Register of Deeds - Tonya Buckingham  
Doc. #/Film-Pg: 29676657

Receipt #: 2011524  
Pages Recorded: 10

Recording Fee: \$144.00

Cashier: cponder

Authorized By: *Tonya Buckingham*

Date Recorded: 03/14/2017 02:28:38 PM



**Please do not remove this cover page, it has become part of this document**

Grantor	PARK HOMEOWNERS ASSOCIATION NO 1
Grantee	THE PARK ADDITION
Type of Document	MISC.BYLW
Recording Fees	\$144.00
Mtg Reg Tax	\$0.00
Total Amount	\$144.00
Return Address	ROB HARTMAN 2507 TEE TIME CIRCLE WICHITA KS 67215



# BY-LAWS

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## 1. Government

- 1.1. The government of the corporation shall be vested in a Board of Directors consisting of seven (7) Directors. Director's fees shall be determined by a majority vote of the members of the corporation.
- 1.2. Election of Directors shall be conducted at the annual members' meeting. A nominating committee of five (5) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one (1) person for each Director then serving. Additional nominations for Directorships and Directors may be made from the floor. The election shall be by ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.(2)
- 1.3. Except as to vacancies provided by removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.
- 1.4. Any Director may be removed by concurrence of two-thirds of the votes of the membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the corporation at the same meeting.
- 1.5. The term of each Director's service shall be two years with a maximum of four directors elected in any one year at the annual General Membership Meeting. Each Director shall serve until his successor is duly elected and qualified or until he/she is removed in the manner herein provided.(2)

## 2. Offices and Resident Agent

- 2.1. The registered address of the corporation shall be The Park Homeowners' Association, NO. 1, PO Box 12682, Wichita, KS 67277. The resident agent of the corporation shall be the president of the HOA board. (4)

## 3. Conveyances

- 3.1. Any and all instruments of conveyance, deeds, assignments, mortgages, pledges, releases, trust indentures or other instruments of conveyance, transfer, mortgage or pledge shall be deemed to be valid and sufficient when the same are signed and executed in the name of the corporation (and acknowledged where required) by the President or Vice President, and when the same are attested by the Secretary of the corporation.

## 4. Members Meetings

- 4.1. The annual members' meeting shall be held on the first Monday in December at a place as may be determined by the Board of Directors for the purpose of electing Directors and transacting any other business authorized to be transacted by the members. If that date is a legal holiday, the meeting shall be held at the same hour on the next day. (1)(4)
- 4.2. Special members' meetings may be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

## BY-LAWS

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- 4.3. Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President or Vice President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his/her address as it appears on the books of the corporation and shall be mailed not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. (4)
  - 4.3.1. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.
- 4.4. A quorum at members' meetings shall consist of persons and proxies entitled to cast a minimum of ten percent of the votes of the entire membership. (4)
  - 4.4.1. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the new date shall be given as described in 4.3.
- 4.5. In any meeting of members, the owners of dwelling units shall be entitled to cast one vote for each dwelling unit owned. A dwelling unit is defined as a lot upon which a residence has been completed.
  - 4.5.1. Undeveloped lot owners (that is, owners of lots upon which no residence has been completed) shall have 1/10 of a vote for each lot owned, unless the lot owner elects to pay full dues for each lot owned. Full (instead of the normal 1/10) payment of the prior twelve months dues shall entitle the undeveloped lot owner to vote a full vote per lot. However, full voting privileges will be retained by all lot owners when voting on special assessments for Capital Improvements. (2)
  - 4.5.2. Lots vacated by occurrences of storm damage, fire or other catastrophe shall maintain the full voting privileges by the land owner of record. (4)
  - 4.5.3. If a dwelling unit or lot is owned by one person, his right to vote shall be established by the record title to his lot. If a dwelling unit or lot is owned by more than one person, or is under lease, the person entitled to cast a vote for the dwelling unit or lot shall be designated by a certificate signed by all record owners of the dwelling unit or lot and filed with the Secretary of the corporation. If a dwelling unit or lot is owned by a corporation, partnership or trust, the person entitled to cast a vote for the dwelling unit or lot shall be designated by a certificate of appointment signed by the President or Vice-President, and attested by the Secretary or assistant Secretary of the corporation, or signed by the partners or trustee, and filed with the Secretary of this corporation. Such certificate shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the dwelling unit or lot concerned. A certificate designating a person entitled to cast a vote of a dwelling unit or lot may be revoked by any owner thereof. In the event the owners of a dwelling unit or lot are unable to agree upon who shall cast the vote, the owners of such dwelling unit or lot shall not be entitled to vote.
- 4.6. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the secretary before the appointed time of the meeting. Voting by email may be permitted when authorized and administered by the Board. (4)



## BY-LAWS

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- 4.7. The payment of all assessments and penalties must be current with the Treasurer, as of any special or annual General Membership Meeting, for any member to be eligible to cast their vote(s).(2)

### 5. Directors' Meetings

- 5.1. The organizational meeting of the Board of Directors shall be held at the first regularly called Director's meeting of the New Year. It shall be held at such a place as shall be determined by the Directors held from the previous year as well as the newly elected Directors and no further notice of the organizational meeting shall be necessary providing a quorum shall be present. (4)
- 5.2. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail or by email or telephone at least three (3) days prior to the day named for such meeting.(4)
- 5.3. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Notice of the meeting shall be given personally or by mail or by email or telephone at least three (3) days prior to the day named for such meeting, which notice shall state the time, place, and purpose of the meeting. (4)
- 5.4. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.
- 5.5. A quorum at Directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors
- 5.5.1. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. *The joinder of a Director in the action of a meeting by signing and concurring in the minutes, thereof shall constitute the presence of such Director for the purpose of determining a quorum.*
- 5.6. All of the powers and duties of the corporation existing under the Articles of Incorporation of this corporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to the approval by dwelling unit or lot owners when such is specifically required. Compensation of employees of the corporation shall be fixed by the Directors. A Director may be an employee of the corporation, and a contract for management of the corporation may be entered into with a Director.

### 6. Officers

- 6.1. The officers of the corporation shall be chosen by the Board of Directors, and shall be a President, Vice President, Secretary and Treasurer. The President and Vice President shall be chosen from among the Directors. All officers shall be elected annually by the Board of Directors and they may be removed by vote of the Directors at any meeting.
- 6.1.1. Any person may hold two or more offices except the President and Vice-President. The President and Vice President may hold only one executive position (President, Vice President, Treasury, and Secretary) at a time. (4)



## BY-LAWS

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- 6.1.2. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the corporation.
  - 6.2. The President shall be the chief executive officer of the corporation; the President shall preside at all meetings of the members and directors; the President shall have general and active management of the business of the corporation, and shall see that all orders and resolutions of the Board of Directors are carried into effect.
    - 6.2.1. The President shall further have power to appoint committees from among the members from time to time, as he/she may in his/her discretion determine appropriate, to assist in the conduct of the affairs of the corporation. The President shall execute contracts, bonds, mortgages, deeds, and other instruments requiring the signature of the corporation.
  - 6.3. The Vice President shall, in the absence of or disability of the President, perform the duties and exercise the powers of the President, and shall perform such other duties as the Board of Directors may prescribe.
  - 6.4. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members, and record all votes and the minutes of all proceedings in a book, to be kept for that purpose. He/she shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or the President.
  - 6.5. The Treasurer shall have custody of all the funds of the corporation, including securities and evidences of indebtedness. He/she shall keep the books of the corporation in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer. He/she shall give bond indemnifying the corporation, against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, or other act of fraud or dishonesty, if required by the Board of Directors, in such sum and with such sureties as the Board of Directors may determine.
  - 6.6. In the event of vacancies occurring as to any officer; one or more, by reason of death, resignation, retirement, disqualification, removal from office or otherwise; the Board of Directors, by a majority vote, may choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.
  - 7. Accounting
    - 7.1. The funds and expenditures of the corporation shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:
      - 7.1.1. "Current Expenses", which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements, or to operations. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.
      - 7.1.2. "Reserve for Deferred Maintenance", which shall include the funds for maintenance items which occur less frequently than annually.

## BY-LAWS

- 29676657
- 7.1.3. "Reserve for Replacement", which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.
  - 7.1.4. "Additional Improvements", shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common area.
  - 7.1.5. "Capital Improvements", shall include the funds to be used for capital expenditures for the development of common areas and common facilities.(2)
  - 7.2. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray common expenses and to provide funds for the accounts listed above in these By-Laws. The budget shall take into account the following items:
    - 7.2.1. "Current Expense", the amount for which shall not exceed 105% of the budget for this account for the prior year
    - 7.2.2. "Reserve for Deferred Maintenance", the amount for which shall not exceed 105% of the budget for this account for the prior year,
    - 7.2.3. "Reserve for Replacement", the amount for which shall not exceed 105% of the budget for this account for the prior year.
    - 7.2.4. "Additional improvements", not included in 7.2.1, 7.2.2, or 7.2.3, not budgeted, the amount for which shall not exceed \$2,000.00 provided, however, that in the expenditure of this fund no sum in excess of \$1,000.00 shall be expended for a single item or purpose without approval of the members of the corporation. (4)
    - 7.2.5. "Capital Improvements", the amount of which shall equal the sum of specific capital expenditures authorized and approved by the members of the corporation. Funds collected after January 1, 1990, from regular dues cannot be used for Capital Improvements, unless approved by the membership. Capital Improvements must be assessed in accordance with 7.7. (2)
    - 7.2.6. "Operations", the amount of which may be to provide a working fund or to meet losses.(1)
    - 7.2.7. The amount for each budgeted item may be increased over the foregoing limitations when approved by dwelling unit or lot owners entitled to cast a simple majority the votes of the entire membership of the corporation.(1)
  - 7.3. Copies of the budget and proposed assessments shall be transmitted to each member on or before November 15 preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.(2)
  - 8. Assessments
    - 8.1. Assessments against the dwelling unit or lot owners for their share of the items of the budget shall be made on or before December 20 preceding the year for which the assessments are made.
      - 8.1.1. Such assessment (dues) shall be billed in four (4) equal quarterly installments, with the first installment due on or before the 30<sup>th</sup> day of the first month of the applicable quarter (i.e. January 30<sup>th</sup>, April 30<sup>th</sup>, July 30<sup>th</sup>, October 30<sup>th</sup>). Any installment of such assessment that is



## BY-LAWS

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not paid by the 30<sup>th</sup> of the billing month, shall incur a late fee in the amount of \$2.00 monthly, or 18% annually (maximum); whichever is greater. (4)

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- 8.1.2. In the event the annual assessment proves to be insufficient, the budget and assessments therefore may be amended at any time by the Board of Directors if the items of the amended budget do not exceed such limitations thereon for that year. Any item which does exceed such limitations shall be subject to the approval of the membership of the corporation as provided in 7.1 of these By-Laws or 8.3, if an emergency assessment. The unpaid assessment for the remaining portion of the calendar year for which the amended assessment is made shall be due upon the date of the assessment.(1)
- 8.2. If a dwelling unit or lot owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the lot owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the dwelling unit or lot owner, or not less than twenty (20) days after the mailing to him of such notice by registered or certified mail, whichever shall first occur.(1)
- 8.3. If any assessment remains unpaid after notice thereof as provided in 8.2., such unpaid assessment shall become a lien upon the real estate of the defaulting dwelling unit or lot owner (the cost for filing such lien shall be borne by the owner of the dwelling unit), and such lien shall be subject to foreclosure in the same manner as are mechanic's liens, and in any such foreclosure the owner of the dwelling unit or lot subject to the lien shall be required to pay a reasonable rental for the real estate, if improved, and the corporation shall be entitled to the appointment of a receiver to collect such rental. In lieu of foreclosing on the lien herein provided for, the corporation may waive such lien and sue for the amount of the assessment. (4)
- 8.4. Assessment for common expense emergencies which cannot be paid from the annual assessments for common expenses or which would cause a deficit in the annual budget, shall be made only after notice of the need therefore to the members. After such notice and upon approval by members entitled to cast more than one-half of the votes of the members at a meeting called pursuant to 4.2., the assessment shall become effective, and it shall be due after thirty (30) days' notice thereof in such manner as the Board of Directors may require, provided, however, the Board of Directors may expend not to exceed \$1,000.00 without member approval to protect the property of the corporation from damage caused by an emergency.
- 8.5. The depository of the corporation shall be such bank or banks as shall be designated from time to time by the Directors in which the monies of the corporation shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such persons as are authorized by the Directors. All out-of-pocket expenditures for HOA-related expenses, above \$100.00, must be approved in advance by two of the HOA Board of Directors.(4)
- 8.5.1. Board members and/or HOA homeowners must submit an Expense Reimbursement Request, along with copies of their original receipts for items purchased and/or expenses incurred. Expense Reimbursement Requests should be submitted to the HOA Treasurer in a timely manner. Two Board member signatures are required for all payments (with the exception of monthly payments for utility bills and other contractual obligations that have been previously approved by the HOA Board).(4)
- 8.6. A compilation of the financial records of the corporation shall be made annually by a committee of three non-board member Park residents, and if they deem necessary, a public accountant, and



a copy shall be furnished to each member not later than April 1 of the year following the year for which the report is made.(2)

- 8.7. Assessments for "Capital Improvements" shall be levied equally against all lots, whether improved or unimproved. Payment of assessments for "Capital Improvements" levied against unimproved or vacant lots may be deferred without late charge at the option of the lot owner, until such time as construction and occupancy of the dwelling unit occurs, at which time such deferred assessments shall be due in full in one lump sum payment. Assessments for "Capital Improvements" shall require an affirmative vote of 75% of the total membership.(2)
- 8.8. The Board of Directors of this association, by a simple majority of the members thereof, shall have the power to levy fines against the lot owners or members of the corporation, in addition to the authority to bring an injunction action as set out in 8. 9 below. Said fines shall be authorized to a maximum amount of \$100.00 per occurrence against any property owner who has breached or continues to breach any of the provisions of these By-Laws, or the Articles of Incorporation as amended from time-to-time, or the Declaration of Covenants originally recorded at Film 258, Page 1568 in the Office of the Register of Deeds of Sedgwick County, Kansas, as amended from time-to-time. The Board of Directors must notify a lot owner of an infraction by certified mail and allow thirty (30) days for the infraction to be corrected before a fine is levied. The fine will be reassessed every thirty (30) days until the infraction is corrected. Any fines so levied shall constitute a lien against the real estate of the defaulting dwelling unit or lot owner and such lien shall be subject to foreclosure in the same manner and under the same provisions as other assessments against the dwelling unit or lot owner as set out in this Article VII.(2) The cost for filing and executing such lien shall be at the expense of the dwelling unit and owner. (4)
- 8.9. The Board of Directors of this Association, by a simple majority vote of its members, shall have the authority, but not the exclusive obligation or duty, to enforce each and every provision of the Articles of Incorporation, By-Laws and the Declaration of Covenants relating to this corporation, as the same may be amended from time-to-time, including the right to commence and maintain an action to enjoin any breach or threatened breach of any of the provisions of said documents and to pay all costs of any such action or other enforcement procedure.(1)

## 9. Amendments

- 9.1. These By-Laws may be amended in the following manner:
- 9.1.1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.
- 9.1.2. A Resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the corporation. Directors and members not present in person or by proxy at the meeting considering the amendment, may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the mailing. Except as elsewhere provided, such approvals must be by at least 75% of the entire membership of the Board of Directors and by not less than 75% of the votes of the entire membership of the association. Until the first election of Directors, all Directors must approve any amendment.
- 9.2. No amendment shall discriminate against any dwelling unit or lot owner or against any dwelling unit or lot or class or group of dwelling units or lots provided the dwelling unit is occupied by the owner. In such case that a dwelling unit is being leased or rented, the dwelling unit owner having no real interest in the daily operations, aesthetics, maintenance, upkeep and general appearance

## BY-LAWS

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of The Park HOA, and, having no immediate interest in the By-Laws and Covenants of The Park HOA, shall not be accorded the full benefits of membership in The Park HOA, unless the dwelling unit or lot owners so affected shall have provided complete and full disclosure as to the unit being rented, the term of the rent/lease, and all necessary contact information that the Board of Directors may need to contact the dwelling unit owner. (4)

- 9.3. A copy of each amendment shall be certified by the President and Secretary of the corporation as having been duly adopted and shall be effective when recorded in the office of the Register of Deeds of Sedgwick County, Kansas.

### 10. Miscellaneous

- 10.1. The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be as follows:

10.1.1. Calling of the roll and certifying of proxies.

10.1.2. Proof of notice of meeting or waiver of notice.

10.1.3. Reading and disposal of any unapproved minutes.

10.1.4. Reports of officers.

10.1.5. Reports of committees.

10.1.6. Election of judges of election.

10.1.7. Election of Directors (if necessary).

10.1.8. Unfinished business.

10.1.9. New business.

10.1.10. Adjournment. provided, however, that the order of business may be changed by an affirmative vote of a majority of the members present.

- 10.2. The order of business at any meeting of the Board of Directors shall be substantially as follows, so far as is consistent with the purposes of the meeting.

- 10.3. The fiscal year of the corporation shall be the calendar year.

- 10.4. Robert's Rules of Order (Latest Edition) shall govern the conduct of the corporation meetings when not in conflict with the Declaration, the Articles of Incorporation or these By-Laws.

- 10.5. Except as specifically provided to the contrary in the By-Laws, the term "lot owner" shall include both the owners of dwellings and unimproved lots.(2)



# BY-LAWS

## Document Update Key

- (1) Indicates the item was amended at the 11/7/1983 General Membership Meeting.
- (2) Indicates the item was amended at the 7/29/1989 General Membership Meeting.
- (3) Indicates the item was amended at the 12/7/1992 General Membership Meeting.
- (4) Indicates the item was amended by special vote of all members of Park Homeowners Association, No. 1 January 25, 2017 and confirmed by Park Homeowners Board of Directors on February 6, 2017.

## APPROVAL CERTIFICATE

The foregoing was amended by a vote of the entire membership of the Park Homeowners Association, No. 1 and adopted as the By-Laws of The Park Homeowners' Association, No. 1, a corporation, not for profit, under the laws of the State of Kansas, at a meeting of the Board of Directors held on January 25, 2017.

State of Kansas  
County of Sedgwick

The Park Homeowners' Association No. 1

Grant Delmar, President

Date: 3-13-17

Attested:

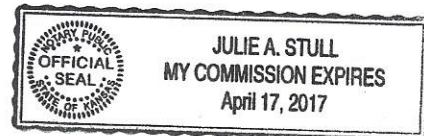
Brooke Mueller, Secretary

Date: 3-13-17

This instrument was acknowledged before me on March 13, 2017 by Grant Delmar, President of The Park Homeowners' Association No. 1 and attested by Brooke Mueller, Secretary of The Park Homeowners' Association No. 1 on behalf of whom instrument was executed.

Julie Stull Notary Public

My appointment expires: April 17, 2017



**To all homeowners** – The above Declaration of Covenants is a faithful representation of the legal documentation on file with the Register of Deeds, Sedgwick County Kansas. The official record of these covenants are filed on March 14, 2017, inclusive, and are to be referenced for any legal purpose. Any errors or omissions in this document are to be considered non-binding in the event that the error or omission is in conflict or contradicts the official filed version of these covenants.

The Park Homeowners' Association, No. 1 Board of Directors

A Kansas Limited Partnership





Sedgwick County  
Register of Deeds - Tonya Buckingham  
Doc.#/Flm-Pg: 29676656

Receipt #: 2011524  
Pages Recorded: 13

Recording Fee: \$186.00

Cashier: cponder

Authorized By: *Tonya Buckingham*

Date Recorded: 03/14/2017 02:28:37 PM



**Please do not remove this cover page, it has become part of this document**

Grantor	PARK HOMEOWNERS ASSOCIATION NO 1
Grantee	THE PARK ADDITION
Type of Document	PLAT.DECL
Recording Fees	\$186.00
Mtg Reg Tax	\$0.00
Total Amount	\$186.00
Return Address	ROB HARTMAN 2507 TEE TIME CIRCLE WICHITA KS 67215

# DECLARATION OF COVENANTS

KNOW ALL PERSONS BY THESE PRESENTS:

The undersigned, The Park, a Kansas Limited Partnership, being the owner of all the following described real estate, to wit:

Lots 64 thru 94, Block 1; Lots 2 thru 11, Block 4; Lots 14 thru 134, Block 5; Lots 1 thru 25, Block 6 and Reserve "A"; The Park, an Addition to Wichita, Sedgwick County Kansas; Together with lots 1 thru 12 Block 1; Lots 1 thru 18, Block 2; Lots 2 thru 12, Block 3 and Reserve "A"; Wilderness at The Park Addition to Wichita, Sedgwick County, Kansas; together with Lots 1 thru 3, Block 1, Wilderness at The Park 2<sup>nd</sup> Addition to Wichita, Sedgwick County, Kansas; together with Lots 1 thru 18, Block 1 and Reserve "C", The Park 4<sup>th</sup> Additions to Wichita, Sedgwick County, Kansas; (1)

do hereby impose the following protective restrictions and covenants upon the above described real estate and they shall be filed for record in the office of the Register of Deeds of Sedgwick County, Kansas; and each and every one of these covenants, conditions, reservations and restrictions is and all are for the benefit of each owner of land, or any interest therein, and shall inure to and pass with each and every building site, and shall bind the respective successors in interest of the present owners thereof. These covenants, conditions, reservations and restrictions are and each thereof is imposed upon the lots and blocks above described, except certain of the restrictions which shall not be uniformly applicable to all lots, as hereinafter set forth, and all are to be construed as restrictive covenants running with the title to such lots.

## 1. Definition of Terms

- 1.1. "Residential building site" or "building site" shall mean any lot or portion thereof, or two or more contiguous lots, or portions thereof, upon which a dwelling unit, with appurtenances, may be erected in conformance with these covenants.
- 1.2. "Single-family dwelling unit", or "dwelling unit" shall mean and include one integral unit, with appurtenant structures, designed and constructed for use as a residence for one family, which may also include adult children (legal & guardian), parents and grandparents. (1)
- 1.3. "Detached single family dwelling" shall mean and include a building, with appurtenant structures, which shall not be connected to or attached to any other dwelling unit. It shall



# DECLARATION OF COVENANTS

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not mean any flat, apartment, multi-family dwelling, patio home, townhouse, duplex, triplex or four-plex, even though they may be intended for residential purposes.

- 1.4. "Attached single-family dwelling" shall mean a dwelling unit which is incorporated into a single building which may contain two or more dwelling units, but intended to be under separate owner-ship from other dwelling units within such a building. The same shall not include a duplex, triplex or four-plex.
- 1.5. "Duplex", "Triplex" and "Four-Plex", shall mean and include single structures with two, three or four dwelling units within a single building, under single ownership.
- 1.6. "Out building" shall mean any enclosed, covered structure not directly attached to a dwelling unit to which it is appurtenant. Such shall not be defined to mean a carport, which structures are expressly prohibited.
- 1.7. "Improvements" shall mean and include a new dwelling unit as herein defined, out buildings, fences, walls, hedges and other usual appurtenances now common to dwelling usage.
- 1.8. "Front and side street building set back line or lines" shall mean the minimum distance which a dwelling unit may be set back from the front and/or side lot lines, respectively, if applicable.
- 1.9. "Side building site line" shall mean the boundary or property line dividing two adjoining building sites, if any.
- 1.10. "Common Area" shall mean and include Reserve "A", The Park Addition, Reserve "A", Wilderness at The Park Addition and Reserve "C", The Park 4<sup>th</sup> Addition to Wichita, Sedgwick County, Kansas. (1)
- 1.11. "Homeowners Association" shall refer to The Park Homeowners' Association, No. 1, a Kansas non-profit corporation and the By-Laws thereof and all rules and regulations promulgated pursuant to said Articles and By-Laws.
2. Residential Businesses
  - 2.1. All lots are for residential purposes only. No manufacturing or repair business of any kind shall be maintained, practiced or permitted on any building site or in any detached outbuilding. No activity which may be or become an annoyance or nuisance to the neighborhood shall be carried on upon any building site or any dwelling unit or appurtenant structure or outbuilding erected therein. (1)

# DECLARATION OF COVENANTS

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- 2.1.1. No day care providers or other small businesses operated within the homeowner's residence shall permit their clients to have access to the amenities or recreation areas of the Homeowners Association. (1)

## 3. Garage Conversions

- 3.1. No garage may be converted into apartments or income producing quarters. (1)

## 4. Construction Limitations

- 4.1. No previously constructed building, dwelling unit or outbuilding may be moved onto a building site, except that the constructions of prefabricated homes from a recognized manufacturer may be permitted. No dwelling unit, or any part thereof, nor any appurtenant structure to be used in conjunction with a dwelling unit may be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home, or other temporary structure shall be placed or erected upon any lot, provided however, temporary construction sheds or the like may be utilized during the period of construction of a dwelling unit or units upon any lot or lots.

## 5. Setback Exceptions

- 5.1. In addition to the other requirements and restrictions set forth herein, the following requirements shall control with regard to Lots 67 to 134, inclusive, Block 5; Lots 1 to 25, inclusive, Block 6; and Lots 2 to 11, Block 4, Lots 1 - 18, Block 1, The Park 4<sup>th</sup> Addition; Lots 1 -12, Block 1, Lots 1 - 18, Block 2, and Lots 2 - 12, Block 3, Wilderness at The Park Addition and Lots 1 - 3, Block 1, Wilderness at The Park 2<sup>nd</sup> Addition, to Wichita, Sedgwick County, Kansas. All improvements shall be set back a minimum of twenty-five (25) feet from the front lot line; there shall be a side yard setback on each side of not less than six (6) feet, provided however, any outbuilding appurtenant to a detached single-family dwelling shall not be required to be setback more than three (3) feet from an interior side lot line when all parts of said outbuilding are located more than one half (1/2) the depth of the lot behind the front property line; and there shall be a rear yard having a depth of not less than twenty (20) feet. Provided further, no outbuilding shall be constructed on any platted or recorded easement. Only one detached single family dwelling, with appurtenant structures, may be constructed upon each of said lots. (1)
- 5.2. In addition to the other requirements and restrictions set forth herein, the following requirements shall control with regard to Lots 2 to 94, inclusive, Block 1; Lots 1 to 18,



# DECLARATION OF COVENANTS

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inclusive, Block 2; and Lots 14 to 66, inclusive, Block 5. All improvements shall be set back a minimum of five (5) feet from the front property line, provided however, a garage appurtenant to a single-family dwelling, either attached or detached, which is front load from the street, shall be setback a minimum of twenty (20) feet from the street right-of way. Side yard setbacks shall be zero (0) feet for attached single-family dwellings, provided however, in no event shall separate buildings be permitted closer to each other than ten (10) feet. No rear yard setback shall be required.

## 6. Tanks

6.1. No elevated tanks of any kind shall be erected, placed or permitted on any part of any building site subject to these covenants.

## 7. Livestock and Pets

7.1. No livestock, chickens, fowls, or other animals, except the usual and ordinary number of family pets, shall be kept by the occupants of any dwelling unit constructed upon a building site.

## 8. Utility Lines and Cable Television

8.1. All electrical service, telephone lines and cable television service shall be placed under ground and no outside service to any dwelling unit shall be permitted, provided however, overhead electric lines may be permitted to serve lighting of the streets and common area. Any part or all of this restriction may be waived by the undersigned.

## 9. Signs, etc.

9.1. No signs, advertisements, billboards or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted, provided however, permission is hereby granted for the erection and maintenance of not more than one signboard on each building site as sold and conveyed, which signboard shall not be more than six (6) square feet in size and may be used for the sole and exclusive purpose of advertising for sale or lease the building site upon which it is erected. (1)

9.1.1. Garage sale signs may be placed per city code, one (1) day prior to the start of garage sale and must be picked up on the last day of the sale. (1)

9.1.2. Political or fundraising signs may be placed per city code, fifteen (15) days prior to an election or fundraising completion date and removed on Election Day or fundraising completion day. Under no circumstances may any of these signs be erected for more than fifteen (15) days. (1)

# DECLARATION OF COVENANTS

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- 9.1.3. HOA signs in commons areas and around the pool are permitted with Board of Directors approval. (1)
- 9.1.4. Small Home Security or No Soliciting sticker signs are allowed on front and back doors, as well as small plastic or metal signs on a stake, up close to the home, provided they are kept in good condition. (These security and soliciting signs must be approved by the Board of Directors.) Residents should refer to the City of Wichita regulation Section 24.04 for additional guidance. (1)
- 9.1.5. Flags may be present on individual lots as long as they are properly and neatly displayed on a dedicated flagpole or on-structure or ground surface mounting bracket. (1)

## 10. Nuisance

- 10.1. No lot or any of the common area shall be used in whole or in part for the storage of *rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such lot or common area to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any lot or common area that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property.*
  - 10.1.1. Refuse containers, including recycling containers shall not be stored on the "Street" side of the house. Refuse containers should be stored in back or side of the house and out of site from the street, if possible. Refuse containers shall not be left out on the street curb for collection for more than 24 hours, before and after collection. (1)
  - 10.1.2. Grass/lawn/weeds shall not be over 8 inches in height, including areas around fences, walkways, residential structures and areas around the residence on any residential lot. The Park Homeowners Association will be responsible for maintaining the Commons areas. (1)
  - 10.1.3. Trash, litter & newspapers on residential lots must not create an eyesore to the neighborhood and should be properly disposed of at all times. (1)
  - 10.1.4. No toys, bicycles, baby pools, wheelbarrows and tools/equipment shall be left in the front of the house or scattered on the lawn when not in use. Construction



# DECLARATION OF COVENANTS

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material must be promptly removed immediately at the end of the repair or renovation project. (1)

10.1.5. Tree limbs, leaf and grass piles shall not be allowed to accumulate on any residential property. Disposal of such material on any common area including subdivision forest areas is not permitted. (1)

10.1.6. Excessive barren areas in the front lawn or excessive weed areas are not permitted and should be repaired as soon as possible. (1)

10.1.7. Missing or broken shutters, gutters or downspouts, window screens and windows must be replaced or repaired as soon as possible. (1)

10.1.8. Missing or decaying siding or trim, broken lattice or broken railings must be repaired as soon as possible. Painted or stained residential home surfaces that have faded, discolored, peeled, shifted or cracked, or surfaces with excessive mildew so as to discolor need to be repaired as soon as possible to maintain the integrity of the sub-division. (1)

10.1.9. Holiday displays shall not be constructed more than 30 days prior to the stated holiday and shall be removed within 21 days after the given holiday date. (1)

10.1.10. Burning of trash, leaves, construction remnants, etc., is not allowed on any sub-division lot or common area. Use of a dedicated fire pit/chimenea/grill is allowed if not subject to a city-wide burning ban caused by dry environmental conditions. (1)

## 11. Mining

11.1. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, placed, or permitted upon any part of such premises, nor shall any oil, natural gas, petroleum, asphaltum or other hydrocarbon products or minerals of any kind be produced or extracted therefrom.

## 12. Construction

12.1. All exterior alterations of dwelling units or structures upon any of the lots or additions/modifications to dwelling units or structures on such lots must be approved by the Architectural Control Board prior to construction by a licensed contractor, licensed by the City of Wichita, Kansas. (1)

12.1.1. No used building materials may be incorporated in any improvement without prior approval by the Architectural Board. Minor repairs of such structures may be assumed by the homeowner but may be inspected by the Architectural Control

# DECLARATION OF COVENANTS

Committee (Reference Section 17). Repairs and replacements with the same material and style does not require Architectural Control Committee approval. (1)

## 13. Drainage

13.1. Drainage ways shall conform to the requirements of all lawful public authorities.

## 14. Commercial Vehicles

14.1. Light commercial vehicles (one ton and under) owned or operated by any resident can be parked in the driveway between the street and garage. Overnight parking of any commercial/construction vehicles on any subdivision street is not allowed. Construction vehicles/equipment/trailers may be present during approved building projects, during work hours only. Construction dumpsters are allowed but must be parked in the driveway and not on the street. (1)

## 15. Homeowners' Association

15.1. For the purpose of maintaining the common area and any community facilities, of every kind and nature required or desired within the area, for the general use and benefit of all the building site owners whose building sites are subject to these covenants, each and every building site owner, in accepting a deed or contract for any building site, agrees to and shall be a member of and be subject to the obligations and duly enacted By-Laws and rules of The Park Homeowners' Association, No. 1, a Kansas non-profit corporation. The Articles of Incorporation and By-Laws of such corporation shall be filed for record and the same are specifically incorporated herein by reference.

## 16. Fences, screening, television antennas and vehicle parking

16.1. Fences/Screens: No fences or other screening shall be allowed in the front setbacks of any lot. Plans for new fence construction or modifications to current fences must be submitted to and approved by the Architectural Control Committee before start of construction. Maintenance to current or established fence structures does not require prior approval. Fences that have failed parts or damaged by storms need to be repaired as soon as possible. (1)

16.2. Technology Receivers/Antennas: Television/Internet/Radio receiver satellite dishes or antennas shall not be allowed in the front setback of any residential lot, if possible. Satellite dishes and other antennas must be positioned in a non-conspicuous place not visible from the street in front of the home, if possible. Satellite receiver dishes shall not exceed the width of 36 inches. Two-way communication antennas shall be positioned in a



## DECLARATION OF COVENANTS

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non-conspicuous location not visible from the street in front of the home. Residents are urged to proactively work with satellite dish and antenna installers to select the most appropriate location. Variation requests and questions regarding size or location can be submitted to the Architectural Control Committee. (1)

16.3. Vehicular Parking: Inoperable vehicles shall not be parked in driveway or on the street for more than fifteen (15) days. All vehicles must be legally tagged. (1)

16.3.1. No vehicles shall be parked in yards or on any grass surface of any residential lot or common area. (1)

### 17. Architectural Control

17.1. In lieu of restrictions heretofore commonly used governing minimum cost or square foot area of dwelling units, both of which have proven inadequate in protecting existing or future property owners because of the fluctuating value of the dollar and the changing designs, customs and trends in home building, these covenants shall and do hereby provide that no dwelling unit or other improvements, *including fences, as herein defined*, shall be erected, placed or altered on any building site in said Addition until the building or other improvements plans, specifications and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to conformity and harmony for external design, including the height of said improvements, with existing structures in the Addition, and as to location of the *improvements with respect to topography, grade and finished ground elevation* by the Architectural Control Committee as hereinafter provided. The Architectural Control Committee, its successors or assigns, shall not be liable in damages to anyone so submitting plans for approval, or to any other owner or owners of building sites covered by this instrument by reason of mistaken judgment, negligence or non-feasance of themselves arising out of or in conjunction with the approval or disapproval, or failure to approve any such plans. In the event the Architectural Control Committee fails to approve or disapprove such design, height and location within thirty (30) days after said plans and specifications have been submitted, this covenant will be deemed to have been fully complied with. If construction or alteration of original improvements or any subsequent additional improvements are begun in violation of the terms and conditions of this paragraph or without the written approval required, and no suit to enjoin the erection,

# DECLARATION OF COVENANTS

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establishment or alteration of such improvements has been commenced prior to the completion thereof, this covenant will be deemed to have been fully complied with.

17.1.1. The Architectural Control Committee is composed of members delegated by the HOA Board. Architectural Project Request Submission forms are available on the subdivision website ([www.parkbark.org](http://www.parkbark.org)), or from any board member. (1)

17.2. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, a majority of the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant.

## 18. Term of Restriction

18.1. These restrictive covenants shall run with the land and be binding upon all persons using, occupying or owning such property and their respective heirs, successors and assigns thereof until the Annual Members Meeting in 2020, at which time these restrictive covenants shall be automatically extended for successive periods of ten years each unless by a vote of a majority in number of the then owners of the building sites subject to these restrictions, as shown by the records in the office of the Register of Deeds of Sedgwick County, Kansas, it is agreed to change said restrictions or covenants in whole or in part. If any building site is owned by more than one person, the owners of such a building site shall be collectively entitled to one vote. (1)

## 19. Violations

19.1. If any person shall violate or attempt to violate any of the restrictions herein set forth, it shall be lawful for any resident in said addition, Homeowners Association Board of Directors or any one of its members, to prosecute in any court of competent jurisdiction, up to and including small claims court and binding arbitration, any legal proceeding or in equity against the person or persons so violating or attempting to violate any such restriction, either for the purpose of preventing him/her or from doing so, or to recover damages for such violation. In the event such action is taken, the losing party will be responsible for all costs, including all actual court costs, all actual court fees, all actual attorney fees, and interest at the highest rate allowed by law. Any waiver of the enforcement of any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of any future or successive violations.



# DECLARATION OF COVENANTS

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## 20. Invalidity

20.1. In the event any one or more of the foregoing covenants, conditions, reservations or restrictions shall be declared for any reason, by a court of competent jurisdiction, to be null and void, such judgment or decree shall not in any manner whatsoever affect, modify, change, abrogate, or nullify any of the covenants, conditions, reservations and restrictions not so declared to be void, but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

## 21. Rental Property (1)

21.1. It is and shall be the right of any resident of the Homeowners Association to rent their property to any individual or family who so desires to live in this subdivision. Property owner will be held responsible for all Covenants and By-Laws as defined and amended. Should property owner's renter violate such Covenants and/or By-Laws, any fines, levies, or judgements shall be borne by the property owner.

21.1.1. Notification - Homeowner shall notify the Homeowners' Association of their intent to rent their property. Said notification shall be in writing and the following information must be provided:

- 21.1.1.1. Name of renters, number of people living in the rental, phone contact and/or email contact of the renter.
- 21.1.1.2. Confirmation that homeowner has provided a copy of the Covenants and By-Laws to its renter(s).
- 21.1.1.3. Upon termination of the rental agreement and new renters are in place, steps 1 & 2 (above) must be followed again.
- 21.1.1.4. Property owner shall also provide to the Homeowners Association their contact information including address, phone number(s), email and any other pertinent information.

21.1.2. If the Homeowners Association is forced or required to take any steps to repair the property, clean up debris, mow or take other actions to bring the property up to the community standards, the homeowner shall be responsible for all costs incurred and as such, a lien will be placed against the property. Homeowners Association shall first notify the property owner of its intent via certified mail, and allow homeowner 10 days from date of notification to remedy the problem(s).

# DECLARATION OF COVENANTS

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## 22. Roofing Material Specifications (1)

22.1. Class A asphalt, laminate, fiberglass or wood shake shingles may be used provided that they meet the following requirements:

22.1.1. The shingles shall have a manufacturer's warranty of at least 30 years.

22.1.2. The shingles shall be installed in strict compliance with the manufacturer's instructions.

22.1.3. Reference the City/County regulations regarding the maximum layers of shingles based on the shingle type selected.

22.1.4. All roofs shall be 100% wood shake or 100% approved alternative. No combination of roofing products will be permitted.

### Document Change Key

(1) Indicates the item was amended by special vote of all members of Park Homeowners Association, No. 1 September 2, 2016 and confirmed by Park Homeowners Directors on January 10, 2017.



# DECLARATION OF COVENANTS

## APPROVAL CERTIFICATE

The foregoing was amended by a vote of the entire membership of the Park Homeowners Association, No. 1 and adopted as the Covenants of The Park Homeowners' Association, No. 1, a corporation, not for profit, under the laws of the State of Kansas, at a meeting of the Board of Directors held on January 10, 2017.

State of Kansas  
County of Sedgwick

The Park Homeowners' Association No. 1

Grant Delmar  
Grant Delmar, President

Date: 3-13-17

Attested: Brooke Mueller

Brooke Mueller, Secretary

Date: 3-15-17

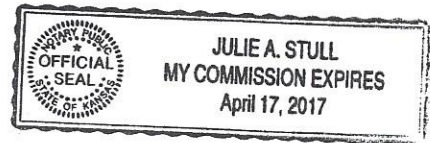
This instrument was acknowledged before me on March 13, 2017 by Grant Delmar, President of The Park Homeowners' Association No. 1 and attested by Brooke Mueller, Secretary of The Park Homeowners' Association No. 1 on behalf of whom instrument was executed.

Julie Stull

Notary Public

Julie A. Stull

My appointment expires: April 17, 2017



**To all homeowners** – The above Declaration of Covenants is a faithful representation of the legal documentation on file with the Register of Deeds, Sedgwick County Kansas. The official record of these covenants are filed on March 14, 2017, inclusive, and are to be referenced for any legal purpose. Any errors or omissions in this document are to be considered non-binding in the event that the error or omission is in conflict or contradicts the official filed version of these covenants.

The Park Homeowners' Association, No. 1 Board of Directors  
A Kansas Limited Partnership

Paragraph 21 of the Park Homeowners Association Declaration of Covenants as amended and restated January 10, 2017 is hereby rescinded and the following adopted in its place. All other provisions of the Park Homeowners Association Declaration of Covenants not hereby amended remain in full force and effect:

21. Rental Property.

- 21.1. No lot or dwelling unit may be used for any purpose other than a single family residence.
- 21.2. No lot or dwelling unit may be rented to or occupied by any person other than the titled owner or owners and immediate family (collectively, "Homeowner"), except: (a) during the temporary period of absence of the Homeowner(s) due to service in the armed forces of the United States of America; (b) during any other temporary period of absence of the Homeowner(s), not to exceed eighteen (18) months. For the purposes of this section, "immediate family" includes the Homeowner and the Homeowner's parents, grandparents, children and grandchildren.
- 21.3. The provisions of this section will not apply to dwelling units which are rented by the Homeowner to one or more non-owner residents on the date of the adoption of these covenants. For all such rental arrangements, the following covenants apply:
  - 21.3.1. The Homeowner is liable to the Park Homeowners Association for all breaches of the covenants and bylaws by the Homeowner, tenants and/or guests, including without limitation clean up of trash or debris, mowing, or other upkeep, use of the dwelling unit and common areas, and payment of Park Homeowners Association dues, as required by the covenants or by-laws now existing or as may be amended.
  - 21.3.2. No later than December 31, 2019, the Homeowner renting a dwelling unit to a non-owner must provide the Park Homeowners Association, in writing, with the full names of all tenant occupants, telephone and email contact information for all occupants; confirmation that the Homeowner has provided the tenants with the Park Declaration of Covenants; and the current address, telephone number, and email of the Homeowner.
  - 21.3.3. The exception described in this paragraph 21.3 will continue until the conveyance of any full or partial interest in the dwelling unit, by deed, operation of law, or in any other manner, to any person or entity not in title as of the date of the adoption of these covenants; at which time the exception will become automatically inapplicable to the dwelling unit. No interest in the dwelling unit may be transferred unless all violations have been corrected and all fines paid. In the event of transfer or attempted transfer of an interest in the dwelling unit, unpaid assessed fines will remain collectible by the Park Homeowners Association against the Homeowner.



21.4 The provisions of this section 21 may be enforced by the Park Homeowners Association in the following manner:

- 21.4.1 In the event of the violation of this section 21, the Park Homeowners Association may provide the Homeowner, and if applicable the dwelling unit tenant(s), written notice describing the violation and stating the action to be taken to correct the violation.
- 21.4.2. The Homeowner and, if applicable, the tenant(s) will have 14 days after the mailing or delivery of the notice within which to correct the violation described in the notice.
- 21.4.3. In the event of failure to correct the violation within the 14 day period, a fine of \$250 will be assessed on the 15<sup>th</sup> day against the Homeowner. If the violation has not been corrected by the 30<sup>th</sup> day after notice of violation has been given to the homeowner, a fine of \$500 will be assessed; and a fine of \$500 will be assessed each 30 days thereafter until the violation is corrected. The total of all assessed fines will become a consensual lien against the dwelling unit, prior to all other liens or interests except ad valorem real estate taxes, and may be enforced by lien foreclosure, direct action by the Park Homeowners Association against the Homeowner, or both. In addition, the Park Homeowners Association may prohibit the Homeowner's tenants, if any, from use of the common area spaces and facilities until the violations have been corrected.
- 21.4.4. A failure to enforce the Park Homeowners Association remedies for any violation of these covenants or by-laws will not operate as a waiver of the same or any future violation.

21.5 Notice given under this section 21 may be served as follows:

- 21.5.1. If to the Homeowner, by personal delivery of the written notice, or by certified mail, return receipt requested, postage prepaid, addressed to the homeowner at the most recent address given to the Park Homeowners Association by the homeowner.
- 21.5.2. If to the Homeowner's tenant(s), by personal delivery of written notice, or by posting the written notice at a conspicuous place of ingress and egress at the dwelling unit.
- 21.5.3 If to the Park Homeowners Association, by personal delivery to the Park Homeowner's Association President then serving, or by certified mail, return receipt requested, postage prepaid, addressed to Park Homeowners Association, PO Box 12682, Wichita Kansas 67277-2682.
- 21.5.4. Mailed notice will be considered served when properly addressed and deposited in the United States mail. Failure of delivery will not constitute a defense to mail service which is made as provided in this section 21.5.

**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

Property Address 2514 S. Yellowstone Cir - Wichita, KS 67215

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**SELLER'S DISCLOSURE (please complete both a and b below)**

(a) Presence of lead-based paint and/or lead-based paint hazards (*initial one*):

☒ **CM** Seller has no knowledge of lead-based paint and/or lead based paint hazards in the housing; *or*  
 \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(b) Records and Reports available to the Seller (*initial one*):

☒ **CM** Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing; *or*  
 \_\_\_\_\_ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents below):

**BUYER'S ACKNOWLEDGMENT (please complete c, d, and e below)**

\_\_\_\_\_ (c) Buyer has received copies of all information listed above. (*initial*)

\_\_\_\_\_ (d) Buyer has received the pamphlet *Protect Your Family from Lead Paint in Your Home*. (*initial*)

(e) Buyer has (*initial one*):

\_\_\_\_\_ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; **or**  
 \_\_\_\_\_ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**AGENT'S/LICENSEE'S ACKNOWLEDGMENT (initial below)**

\_\_\_\_\_ (f) Agent/Licensee has informed the Seller of the Seller's obligation under 42 U.S.C. 4852 d and is aware of his/her responsibility to ensure compliance.

**CERTIFICATION OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Curt Mario, Guardian/Conservator 10/28/2019  
 Seller 10/28/2019 7:00:52 PM CDT Date

\_\_\_\_\_  
 Buyer Date

Seller \_\_\_\_\_ Date  
Agent/Licensee \_\_\_\_\_ Date

\_\_\_\_\_  
 Buyer Date  
 \_\_\_\_\_  
 Agent/Licensee Date





# WATER WELL INSPECTION REQUIREMENTS City of Wichita

Property Address: 2514 S. Yellowstone Cir - Wichita, KS 67215

1. Any property within the *City of Wichita* with any type of water well must have a Title Transfer Inspection performed prior to the transfer of the property. The property owner is required to notify the City of Wichita, Department of Environmental Services at the time the property is listed for sale and is responsible for the \$125.00 inspection fee. If the water well on the property is used for personal use (drinking, cooking, or bathing), the well must also be sampled to ensure that the water is potable. A sample fee of \$25.00 per sample will be charged, in addition to the inspection fee. If the well is for irrigation purposes only, the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. All water wells must be located a minimum of 25 feet from a foundation that has been treated for termites (or will require treatment prior to transfer of ownership) with a subsurface pressurized application of a pesticide. Existing wells may remain in a basement so long as they are not within 10 feet of the main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.

DOES THE PROPERTY HAVE A WELL? YES \_\_\_\_\_ NO ☒

If yes, what type? Irrigation \_\_\_\_\_ Drinking \_\_\_\_\_ Other \_\_\_\_\_

Location of Well: \_\_\_\_\_

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES \_\_\_\_\_ NO ☒

If yes, what type? Septic \_\_\_\_\_ Lagoon \_\_\_\_\_

Location of Lagoon/Septic Access: \_\_\_\_\_

Authentisign  
*Curt Mario, Guardian/Conservator*

Owner 10/28/2019 7:01:13 PM CDT

10/28/2019

Date

Owner

Date

## ADDENDUM \_\_\_\_\_ (Groundwater)

THIS ADDENDUM to Contract for Sale and Purchase of Real Estate between and among the undersigned is entered into effective on the last date set forth below.

Groundwater contamination has been detected in several areas in and around Sedgwick County. Licensees do not have any expertise in evaluating environmental conditions.

The parties are proposing the sale and purchase of certain property, commonly known as:  
2514 S. Yellowstone Cir - Wichita, KS 67215

**The parties are advised to obtain expert advice in regard to any environmental concerns.**

### SELLER'S DISCLOSURE (please complete both a and b below)

(a) Presence of groundwater contamination or other environmental concerns **(initial one)**:

☒ Seller has no knowledge of groundwater contamination or other environmental concerns; or  
\_\_\_\_\_ Known groundwater contamination or other environmental concerns are:

(b) Records and reports in possession of Seller **(initial one)**:

☒ Seller has no reports or records pertaining to groundwater contamination or other environmental concerns; or  
\_\_\_\_\_ Seller has provided the Buyer with all available records and reports pertaining to groundwater contamination or other environmental concerns (list document below):

### BUYER'S ACKNOWLEDGMENT (please complete c below)

(c) \_\_\_\_\_ Buyer has received copies of all information, if any, listed above. **(initial)**

### CERTIFICATION

Seller certifies, to the best of Seller's knowledge, that the information Seller has provided is true and accurate, and that Buyer and all licensees involved are relying on Seller's information. Buyer certifies that Buyer has reviewed Seller's responses and any records and reports furnished by Seller.

<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>Authentisign</small>  <i>Curt Maris, Guardian/Conservator</i>  <small>Seller 10/28/2019 7:01:37 PM CDT</small> </div>	10/28/2019 _____ Date	_____ Buyer _____ Date	_____ Date
Seller	_____ Date	Buyer	_____ Date

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





# Security 1<sup>st</sup> Title

File #:

Property Address:

2514 S. Yellowstone Cir

Wichita, KS 67215

## WIRE FRAUD ALERT

### IMPORTANT! YOUR FUNDS MAY BE AT RISK

**\*\*SECURITY 1<sup>ST</sup> 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 1<sup>st</sup> 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

Authentication  
*Curt Marx, Guardian/Conservator*  
Seller  
6/28/2019 7:01:45 PM 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>

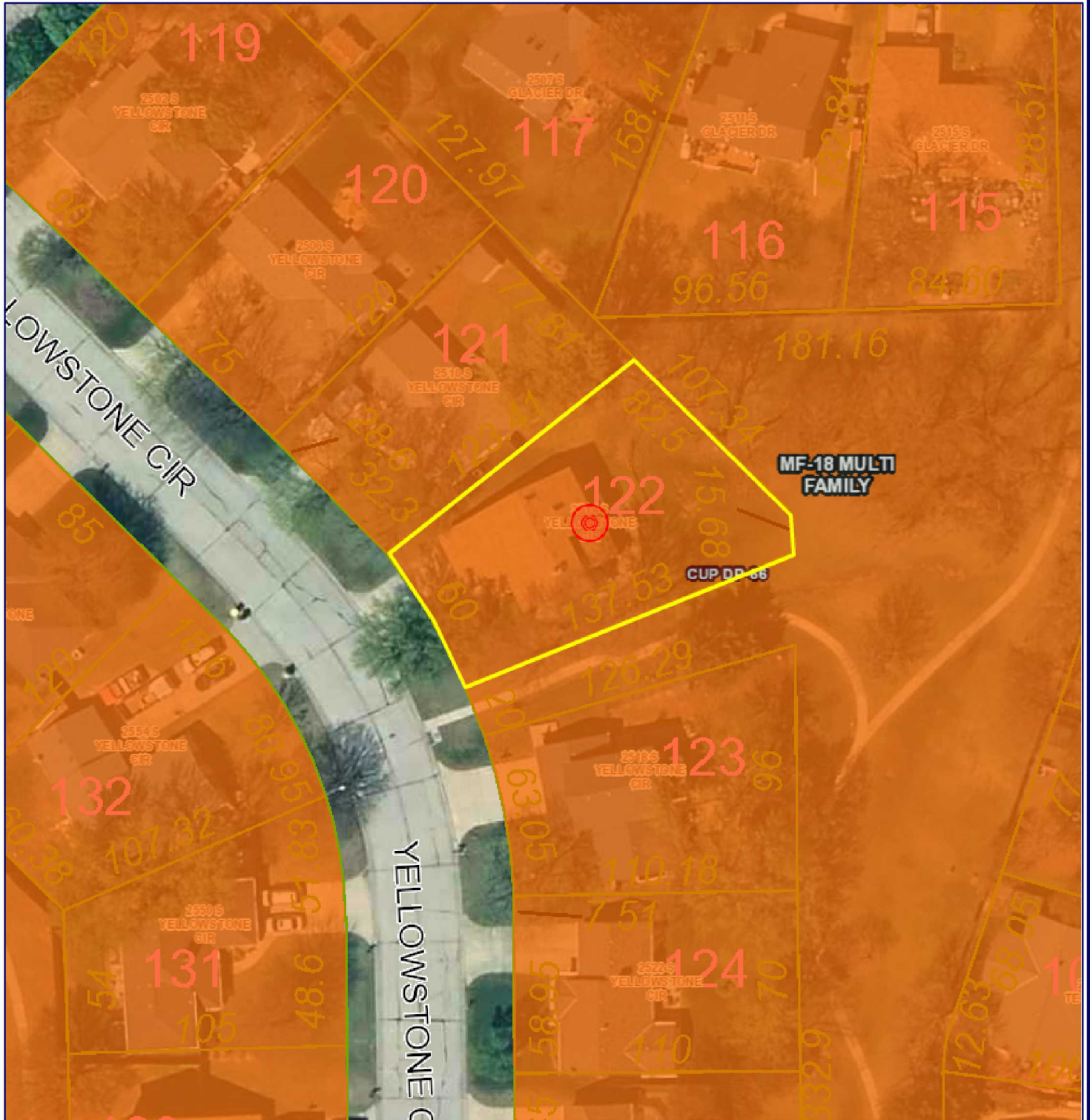
Internet Crime Complaint Center:  
<http://www.ic3.gov>





# 2514 S. Yellowstone Cir, Wichita, KS 67215

Zoning - MF-18 Multi Family



Geographic Information Services

*Sedgwick County...*  
*working for you*

## Geographic Information Services

Division of Information & Operations

[www.sedgwickcounty.org/gis](http://www.sedgwickcounty.org/gis)

525 N. Main, Suite 212, Wichita, KS 67203

Tel: 316.660.9290 Fax: 316.262.1174

Fri Oct 11 10:21:09 GMT-0500 2019

DISCLAIMER: It is understood that, while Sedgwick County Geographic Information Services (SCGIS), City of Wichita GIS, (for purposes of the road centerline file), participating agencies, and information suppliers, have no indication or reason to believe that there are inaccuracies in information provided, SCGIS, its suppliers make no representations of any kind, including, but not limited to, warranties of merchantability or fitness for a particular use, nor are any such warranties to be implied with respect to the information, data or service furnished herein. In no event shall the Data Providers become liable to users of these data, or any other party, for any loss or damages, consequential or otherwise, including but not limited to time, money, or goodwill, arising from the use, operation or modification of the data. In using these data, users further agree to indemnify, defend, and hold harmless the Data Providers for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. No person shall sell, give or receive for the purpose of selling or offering for sale, any portion of the information provided herein.



## Legend

### Flood Plain

Base Flood Approximate

--

Base Flood Elevations

—

0.2 Pct Annual Chance

0.2 PCT Annual Chance Flood H

A

A

AE

AE,

AE, FLOODWAY

AE, FLOODWAY

AH

AH

AO

AO

X - Area of Special Consideration

X AREA OF SPECIAL CONSIDER

X

X,

Area Not Included

## 2514 S. Yellowstone Cir, Wichita, KS 67215

### Flood Zone





# 2514 S. Yellowstone Cir, Wichita, KS 67215

Aerial



Geographic Information Services

*Sedgwick County...*  
*working for you*

## Geographic Information Services

Division of Information & Operations

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525 N. Main, Suite 212, Wichita, KS 67203

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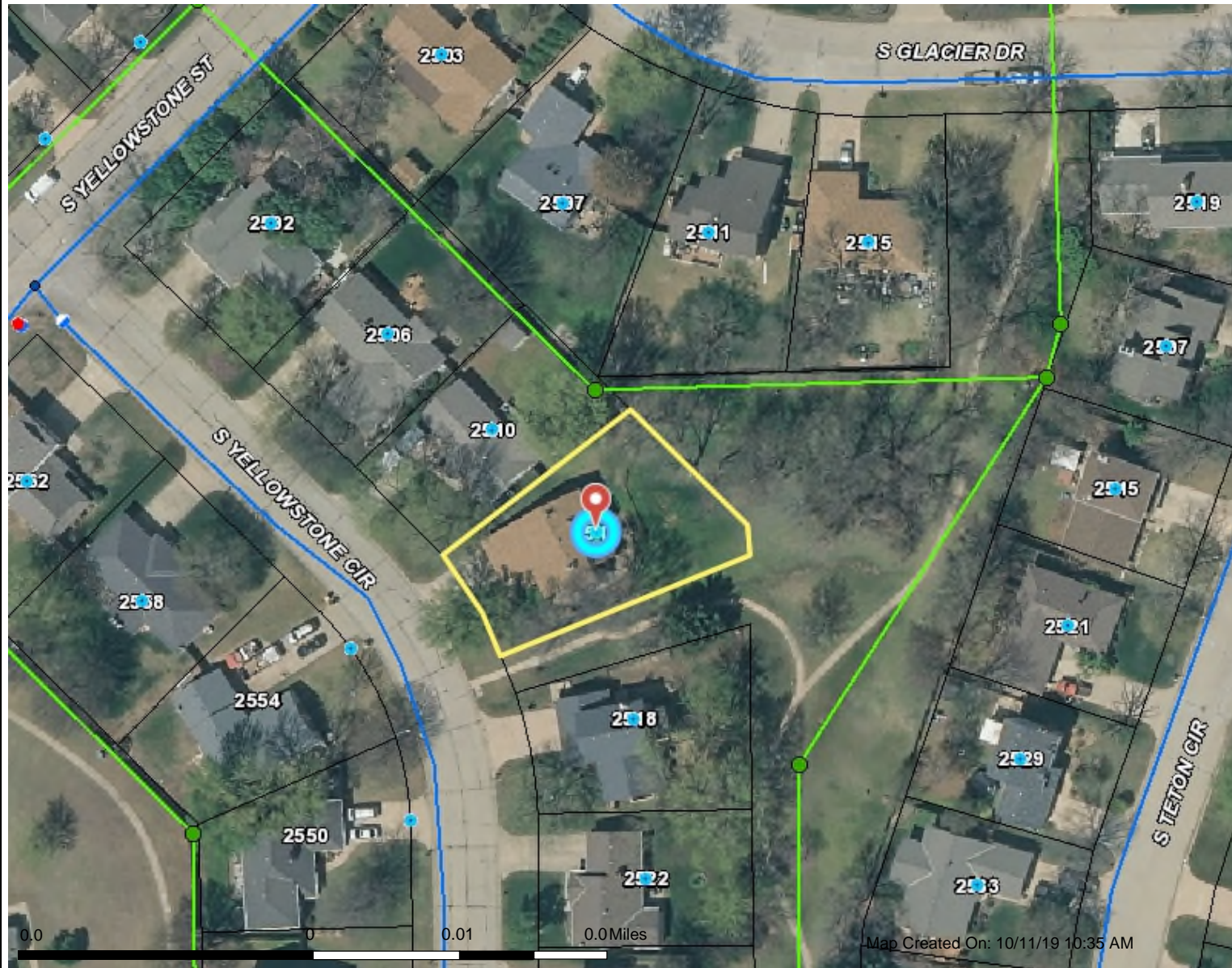
Fri Oct 11 10:21:09 GMT-0500 2019

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## 2514 S. Yellowstone Cir, Wichita, KS 67215 - Utility Map



### Legend

- Water Hydrants
- Water Valves
- Water Service Taps
- Backflow Devices
- Water Nodes
- Water Mains
- Sewer Manholes
- Sewer Mains
- Parcels
- Andover Parcels

Map Created On: 10/11/19 10:35 AM

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 900



N.W. SEC. 5. TWP. 28S. R. 1 W.

WA  
18



SEDGWICK COUNTY CLERK

## 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*)

