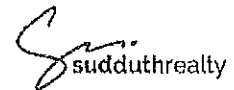


**Reserve Real Estate Auction
Terms and Conditions**



AUCTION DATE 10-12-2023 25 Arnold

The following terms and conditions form an integral part of the auction to be conducted by Sudduth Realty, Inc. on behalf of the Seller. The real estate offered for sale ("Property") at auction is fully described in the Contract for Purchase and Sale, a copy of which is available for inspection from Sudduth Realty, Inc. It is Bidder's obligation to familiarize themselves with the terms of the Auction, as bidding upon real estate at auction is final and irrevocable act. The terms of the Auction are not subject to change or negotiation after the fact. It is Bidder's responsibility to review all available printed materials and listen to the Auction announcements for updated or modified specifications, terms, or disclosures.

1. **DEFINITIONS.** Each capitalized term used in these Terms and Conditions shall have the meaning ascribed to such term herein. "Auction" shall refer to the public sale of the Property to be held on the Auction Date. "Seller" shall refer to the consignor of the Property. "Buyer" shall refer to the bidder offering the highest bid accepted by the Auctioneer for the Property. "Bidder" shall refer to any person or entity who has registered for or placed a bid at the Auction.
2. **CONSENT TO TERMS.** Registering for or bidding at the Auction will be deemed proof of Bidder's receipt of and agreement to be bound by these Terms and Conditions, any announcements made at the auction, and, if Bidder becomes the Buyer, the Contract for Purchase and Sale. Bidder further agrees and understands any announcements made during the Auction take precedence over anything previously stated or printed, including these Terms and Conditions.
3. **PROPERTY CONDITION.** The Property 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 Sudduth Realty, Inc., including, but not limited to, the following the condition of the Property; the Property's suitability for any or all activities or uses; the Property's compliance with any laws, rules, ordinances, regulation, or codes of any applicable government authority; the Property's compliance with environmental protection, pollution, or land use laws, rules, regulations, orders, or requirements; the disposal, existence in, on, or under the Property of any hazardous materials or substances; or any other matter concerning the Property. It is incumbent upon Bidder to exercise Bidder's own due diligence, investigation, and evaluation of suitability of use for the Property prior to bidding.
4. **INSPECTIONS.** The Property is not offered contingent upon inspections. 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 mild; 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 Property prior to the auction and that Bidder has either performed all desired inspection or accepts the risk of not having done so. Any information provided by Seller or Sudduth Realty, Inc. has been obtained from a variety of sources. Seller and Sudduth Realty, Inc. 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 Property, Bidder is relying solely on Bidder's own investigation of the Property and not on any information provided or to be provided by Seller or Sudduth Realty, Inc.
5. **PERSONAL PROPERTY.** No personal property shall be conveyed with the Property unless specifically included in the Contract for Purchase and Sale.
6. **FINANCING CONTINGENCY.** The Property is being auctioned as a cash sale which is not contingent on Buyer's ability to obtain financing. It is Bidder's responsibility to ensure purchase money funds are in place prior to bidding at the Auction. Buyer's failure to close as a result of insufficient financing shall constitute a breach of contract.
7. **BIDDER REGISTRATION.** This Auction is for registered bidders only. Live Bidders MUST register their name, address, and telephone number with Sudduth Realty, along with a photo I.D. on or before the day of the Auction either in person or online.
8. **AUCTION PROCEDURE.** For purposes of the Auction, the Property will be offered in one parcel as identified in the Contract for Purchase and Sale. Bidder's bid constitutes an irrevocable offer to purchase the Property and Bidder may be bound by said offer. The final bid price shall be determined by competitive bidding. Bids remain open until the auctioneer declares the bidding closed. Should any dispute arise between Bidders, the Auctioneer shall have the right to make the final decision to either determine the successful Bidder or to re-sell the property that is in dispute. Auctioneer's sales records shall be conclusive in all respects. It is the responsibility of Bidder to make sure that Sudduth Realty is aware of Bidder's attempt to place a bid. Sudduth Realty disclaims any liability for damages resulting from bids not spotted, executed, or acknowledged. Sudduth Realty is not responsible for errors in bidding and Bidder releases and waives any claim against Sudduth Realty for bidding errors.
9. **BUYER'S PREMIUM.** A buyer's premium of 10% of the final bid price (\$1,500 minimum) will be added final bid price determine the total sales price ("Sales Price") for the Property.
10. **RESERVE AUCTION.** The Property shall be sold to the highest bidder, subject to a minimum bid or reserve price.
11. **EXECUTION OF CONTRACT.** Buyer must immediately execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the form of personal check, cashier's check, or immediately available certified funds in the amount set forth by Sudduth Realty. The balance of the Sales Price will be due in immediately available certified funds at closing on the specified closing date. Closing must occur within 30 days of the date of the Auction, or as otherwise agreed by Seller and Buyer.
12. **EARNEST MONEY DEPOSIT.** Upon completion of the Auction, Buyer shall deliver to Seller a non-refundable earnest money deposit equal to 10% of the sales Price.
13. **ASSIGNMENT.** No Bidder or Buyer may assign any of its rights or obligations under these Terms and Conditions, including their bid or obligation to purchase the Property, without the written consent of Seller and Sudduth Realty, Inc. In the event such written consent is

provided, these Terms and Conditions are binding on Bidder and Bidder's partners, representatives, employees, successors, executors, administrators, and assigns.

- 14. **FALLURE BY BUYER.** If Buyer fails or refuses to execute the Contract for Purchase and Sale, 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 Buyer and Seller for the sale and purchase of the Property.
- 15. **ONLINE AUCTIONS/BIDS.** In the case of online bidding neither the company providing the software nor Sudduth Realty, Inc. shall be held responsible for any missed bid or the failure of the software to function properly for any reason. A winning online bidder is required to execute the Contract for Purchase and Sale and tender a nonrefundable earnest money deposit in the amount set forth by Sudduth Realty, Inc. the next business day following the conclusion of the Auction. Such earnest money deposit must be in the form of wire transfer, cashier's check, or personal check with bank letter of guarantee. The closing time of an online auction shall automatically extend an additional 2 minutes whenever a bid is placed within the last 2 minutes of the scheduled closing time.
- 16. **BROKER/AGENT PARTICIPATION.** Real estate broker or agent participation is welcomed. Any brokers or agents must pre-register with Sudduth Realty, Inc. no later than 5p.m. 2 business days prior to auction date by completing the Broker Registration Form, available on SudduthRealty.com. If buyer has a buyer's broker have the buyer's broker register with Sudduth Realty in advance of registering online.
- 17. **CHOICE OF LAW.** These Terms and Conditions are to be governed by and construed in accordance with the laws of Kansas. 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.
- 18. **AUCTIONEER'S LIABILITY.** Sudduth Realty, Inc. is not a party to any Contract for Purchase and Sale between Seller and Bidder. In no event will Sudduth Realty, Inc. be liable to Bidder for any 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. 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. Sudduth Realty, Inc. may not be held responsible for the correctness of any such representation or warranties or for the accuracy of the description of the Property. Neither Seller nor Sudduth Realty, Inc. including its employees and agents, will be liable for any damage or injury to any property or person at or upon the Property. Any person entering on the Property assumes any and all risks whatsoever for their safety and for any minors or guests accompanying them. Seller and Sudduth Realty, Inc. expressly disclaim any "invitee" relationship and are not responsible for any defects or dangerous conditions on the Property, whether obvious or hidden. Seller and Sudduth Realty, Inc. are not responsible for any lost, stolen, or damaged property.
- 19. **AGENT OF SELLER.** The Auctioneer, Sudduth Realty, Inc. (and any appointed real estate agent, where applicable), is acting as a designated Seller's agent and not as an agent of the Buyer. The Buyer may be required to sign an Agency Agreement acknowledging that they are aware they are not receiving any representation.
- 20. **MEDIA RELEASE.** Bidder authorizes, and warrants that such Bidder has authority and consent to authorize, Sudduth Realty, Inc. 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 Property, for promotional or other commercial purposes.
- 21. **REFUSAL OF SERVICE.** Sudduth Realty, Inc. 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, and may further to refuse admittance to or expel anyone from the auction premises for interference with the Auction activities, nuisance, canvassing or any other reason deemed necessary by Sudduth Realty, Inc.
- 22. **FAIR HOUSING.** Sudduth Realty, Inc. is committed to compliance with all federal, state, and local fair housing laws, and will not discriminate against any person because of race, color, religion, national origin, sex, familial status, disability, or any other specific classes protected by applicable laws. Sudduth Realty, Inc. will allow reasonable accommodation or reasonable modification based upon a disability-related need.
- 23. **CONTACT INFORMATION.** Sudduth Realty, Inc. is committed to protecting your privacy and will only share personal information you provide with third parties for the purpose of improving our services or for providing notifications and marketing. You may opt out of any contact or notifications, or to have us remove your personal information by sending a request to our office at office@sudduthrealty.com.

Authentisign
Cotty J Hagen

09/10/23

Seller

Date

Buyer

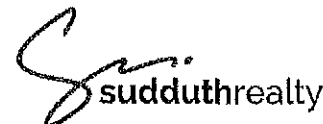
Date

Seller

Date

Buyer

Date





This database was last updated on 9/7/2023 at 8:05 PM

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Parcel Details for 008-291-11-0-30-03-001.00-0 - Printer Friendly Version

| | |
|---|--|
| Owner Information ✖ | |
| Owner's Name (Primary): | HAGEN, COTTY JAMES |
| Mailing Address: | 25 E Arnold Dr Augusta, KS 67010-2359 |
| Property Address ✖ | |
| Address: | 25 E Arnold Dr Augusta, KS 67010 |
| General Property Information ✖ | |
| Property Class: | Residential - R |
| Living Units: | 1 |
| Zoning: | |
| Neighborhood: | 281 |
| Taxing Unit: | 002 |
| Deed Information ✖ | |
| Document # | Document Link |
| 2021-7381 | View Deed Information |
| 2018-3046 | View Deed Information |
| 2013-10180 | View Deed Information |
| 2012-4485 | View Deed Information |
| 2006-4646 | View Deed Information |
| 0945-0300 | View Deed Information |
| 0810-0055 | View Deed Information |

Authentisign
Cotty] Hagen 09/10/23

| Neighborhood / Tract Information | |
|----------------------------------|--|
| Neighborhood: | 281 Block: 3 Lot: 1 |
| Tract: | Section: 11 Township: 27 Range: 04E |
| Tract Description: | COUNTRY HILLS ESTATES 1ST ADD, S11, T27, R04E, BLOCK 3, Lot 1, 17080 SQUARE FEET |

| Land Based Classification System | |
|----------------------------------|------------------------------------|
| Function: | Single family residence (detached) |
| Activity: | Household activities |
| Ownership: | Private-fee simple |
| Site: | Developed site - with buildings |

| Property Factors | | | |
|------------------|--------------------------|--------------------|-----------------------|
| Topography: | Level - 1 | Parking Type: | On and Off Street - 3 |
| Utilities: | All Public - 1 | Parking Quantity: | Adequate - 2 |
| Access: | Paved Road - 1 | Parking Proximity: | On Site - 3 |
| Fronting: | Residential Street - 4 | Parking Covered: | |
| Location: | Neighborhood or Spot - 6 | Parking Uncovered: | |

| Appraised Values | | | | |
|------------------|-----------------|--------|----------|---------|
| Tax Year | Property Class | Land | Building | Total |
| 2023 | Residential - R | 24,280 | 175,390 | 199,670 |
| 2022 | Residential - R | 24,280 | 151,120 | 175,400 |
| 2021 | Residential - R | 21,230 | 137,950 | 159,180 |
| 2020 | Residential - R | 21,230 | 135,770 | 157,000 |

| Market Land Information | | | | | |
|--------------------------|--------|--------------------------|---------------|--------------------------------------|------------|
| Type | Method | Area or Acres | Eff. Frontage | Eff. Depth | Est. Value |
| Regular Lot - 1 | Sqft | 17080.00 | | | 00 |
| Influence #1: Factor: | | Influence #2: Factor: | | Influence Override: Depth Factor: | |

Authentisign
 09/10/23

Residential Information ⊗

Building #: 1

| | |
|---|---|
| <p>Dwelling Information</p> <p>Residence Type: Residential/Agricultural - 1 Quality: AV+ Year Built: 1990 Effective Year: MS Style: 2 LBCS Structure: Detached SFR unit # of Units: Total Living Area: Calculated Area: 1,468 Main Floor LA: 716 Upper Floor LA %: 105.0 CDU: AV Phys / Func / Econ: AV / N/A / N/A Ovr % Good / RCN: / Remodel: % Complete: Assessment Class: MU Class #1 / %: / MU Class #2 / %: / MU Class #3 / %: /</p> | <p>Component Sales Information</p> <p>Architectural Style: Conventional Basement Type: Full - 4 Total Rooms: 8 Bedrooms: 4 Family Rooms: 1 Full Baths: 2 Half Baths: 1 Garage Capacity: 2 car Foundation: Concrete - 2</p> |
|---|---|

| | | | | |
|---------------------------------|-------|------------|---------|------|
| Residential Components | | | | |
| Code / Description | Units | Percentage | Quality | Year |
| Attached Garage | 552 | | | |
| Wood Deck | 247 | | | |
| Garage Finish, Attached | 552 | | | |
| Frame, Plywood or Hardboard | | 100 | | |
| Composition Shingle | | 100 | | |
| Total Basement Area | 702 | | | |
| Raised Subfloor | 1,468 | | | |
| Minimal Finish Area | 630 | | | |
| Warmed & Cooled Air | | 100 | | |
| Plumbing Fixtures | 10 | | | |
| Plumbing Rough-ins | 1 | | | |
| Single 2-Story Fireplaces | 1 | | | |
| Automatic Floor Cover Allowance | | | | |
| Raised Slab Porch with Roof | 135 | | | |

Residential Information ⊗

Building #: 1 Sketch Vector

Authentisign
Cotty J Hagen 09/10/23

Black = Original
Gray = Attached Garage (SF) 1
Red = Wood Deck (SF) 2
Fuchsia = Raised Slab Porch (SF) with Roof 3

Commercial Information [Information Not Available] ⊗

Other Building Improvement Information ⊗

| Occup | MS | | Year Effective | | Dimensions | | | | Phys | | | Ovr | | RCN | | % Good | MS Value |
|----------------------------|-------|------|----------------|------|------------|------|-------|-----|---------|---------|------|------|------|-------|--------|--------|----------|
| | Class | Rank | Built | Year | LBCS | Area | Perim | Hgt | (L x W) | Stories | Cond | Func | Econ | Ovr % | Reason | | |
| Prefabricated Storage Shed | D | AV | 1 | 2009 | | 80 | 36 | 6 | 8 x 10 | 1 | AV | AV | | | 2104 | 7 | 150 |

| | | | | | | | |
|-------------------|------------------|-------|--------------|------|-------|------|------|
| Components | | | | | | | |
| Code | Code Description | Units | Percentage % | Area | Other | Rank | Year |

Agricultural Information [Information Not Available] ⊗

This parcel record was last updated on 9/8/2023 at 6 am.

PROPERTY TAX INFORMATION



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Current Tax Information

Type RL **CAMA Number** 291 11 0 30 03 001 00 0 01 **Tax Identification** 002-3285000

Owner ID HAGE00052 HAGEN, COTTY JAMES [Tax History](#)

Taxpayer ID MERI00001 MERITRUST CREDIT UNION [Current Real Estate Detail](#)

25 E ARNOLD 67010 [GIS Map](#)

COUNTRY [Print Friendly Version](#)

Subdivision HILLS ESTATES Block 3 Lot(s) 1 Section 11 Township 27 Range 04
1ST

| Year | Statement # | Line # | Warrant # | Specials Description | Specials Payoff | 1st Half Due | 2nd Half Due | Total Due* | 1st Half Paid | 2nd Half Paid |
|-------------|-------------|--------|-----------|----------------------|-----------------|--------------|--------------|------------|---------------|---------------|
| <u>2022</u> | 0015507 | 001 | | | 0.00 | 1,648.53 | 1,648.53 | 0.00 | Yes | Yes |

Click on underlined tax year to see payment detail and where the tax dollars go.

* - Does not include all interest, penalties and fees.

For delinquent tax pay off amount contact Butler County Treasurer 205 W. Central Ave, El Dorado, KS 67042, (316) 322-4210

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Cotty Hagen 09/10/23

Sudduth Realty, Inc.
Real Estate Brokerage Relationships

Kansas law requires real estate licensees to provide the following information about brokerage relationships to prospective sellers and buyers at the first practical opportunity.

Do not assume that an agent is acting on your behalf unless you have signed a contract with the agent's firm to represent you. As a customer, you represent yourself. Any information that you, the customer, disclose to the agent representing another party will be disclosed to that other party. Even though licensees may be representing other parties, they are obligated to treat you honestly, give you accurate information, and disclose all known adverse material facts.

Types of Brokerage Relationships: A real estate licensee may work with a buyer or seller as a seller's agent, buyer's agent or transaction broker. The disclosure of the brokerage relationship between all licensees involved and the seller and buyer must be included in any contract for sale and in any lot reservation agreement.

Seller's Agent: The seller's agent represents the seller only, so the buyer may be either unrepresented or represented by another agent. In order to function as a seller's agent, the broker must enter into a written agreement to represent the seller. Under a seller agency agreement, all licensees of the brokerage are seller's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a seller's agent and the supervising broker of the designated agent functions as a transaction broker.

Buyer's Agent: The buyer's agent represents the buyer only, so the seller may be either unrepresented or represented by another agent. In order to function as a buyer's agent, the broker must enter into a written agreement to represent the buyer. Under a buyer agency agreement, all licensees of the brokerage are buyer's agents unless a designated agent is named in the agreement. If a designated agent is named, only the designated agent has the duties of a buyer's agent and the supervising broker of the designated agent functions as a transaction broker.

Designated Seller's Agent: A designated seller's agent who has been designated by the broker to represent the seller to the exclusion of all other licensees affiliated with the firm.

Designated Buyer's Agent: A designated Buyer's agent is a buyer's agent who has been designated by the broker to represent the buyer to the exclusion of all other licensees affiliated with the firm.

A Transaction Broker is not an agent for either party and does not advocate the interests of either party. A transaction brokerage agreement can be written or verbal.

Duties and Obligations: Agents and transaction brokers have duties and obligations under K.S.A. 58-30,106, 58-30,107, and 58-30,113, and amendments thereto. A summary of those duties are:

An Agent, either seller's agent or buyer's agent, is responsible for performing the following duties:

- promoting the interests of the client with the utmost good faith, loyalty, and fidelity
- protecting the clients confidences, unless disclosure is required
- presenting all offers in a timely manner
- advising the client to obtain expert advice
- accounting for all money and property received
- disclosing to the client all adverse material facts actually known by the agent
- disclosing to the other party all adverse material facts actually known by the agent

The transaction broker is responsible for performing the following duties:

- protecting the confidences of both parties
- exercising reasonable skill and care
- presenting all offers in a timely manner
- advising the parties regarding the transaction
- suggesting that the parties obtain expert advice
- accounting for all money and property received
- keeping the parties fully informed
- assisting the parties in closing the transaction
- disclosing to the parties all adverse material facts actually known by the transaction broker

Agents and Transaction Brokers have no duty to:

- conduct an independent inspection of the property for the benefit of any party
- conduct an independent investigation of the buyer's financial condition
- independently verify the accuracy or completeness of statements made by the seller, buyer, or any qualified third party.

General Information: Each real estate office has a supervising broker or branch broker who is responsible for the office and the affiliated licensees assigned to the office. Below are the names of the licensee providing this brochure, the supervising broker, and the real estate company.

[Signature] **Cathy Hagen** 09/10/23
 Licensee Buyer/Seller Acknowledgment Date
 Sudduth Realty, Inc. Firm Buyer/Seller Acknowledgment Date
 Heather Holmes, Supervising Broker

Seller's Property Disclosure

(To be completed by Seller)

This report supersedes any list appearing in the MLS

Property Address: 25 Arnold dr. Augusta KS 6790

Seller: Cotty J. Hager

Date of Purchase: _____

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

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

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

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

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

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

PART I

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

| 27 | WATER/SEWAGE SYSTEMS (See Part II Also) | | | | HEATING & COOLING SYSTEMS | | | | |
|----|---|--------------------------------------|--|-------------------------------------|-------------------------------------|---------------------------|--------------------------------------|--|--------------------------|
| 28 | TRANSFERS TO BUYER | | Indicate the condition of the following items by marking only one appropriate box. | | 28 | TRANSFERS TO BUYER | | Indicate the condition of the following items by marking only one appropriate box. | |
| 29 | None Does Not Transfer | Working Not Working Don't Know | | | 29 | None Does Not Transfer | Working Not Working Don't Know | | |
| 30 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 31 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 32 | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 33 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 34 | | | | | | | | | |
| 35 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 36 | | <i>Age 3 yrs</i> | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 37 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 38 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 39 | | | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 40 | | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 41 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 42 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 43 | | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 44 | | | | | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 45 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 46 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 47 | Comments: | | | | Comments: | | | | |
| 48 | <i>T Sprinkler System not connected but its there</i> | | | | <i>Never used fireplace</i> | | | | |
| 49 | | | | | | | | | |
| 50 | | | | | | | | | |
| 51 | MEDIA | | | | Any Additional Comments For Part I: | | | | |
| 52 | TRANSFERS TO BUYER | | Indicate the condition of the following items by marking only one appropriate box. | | | | | | |
| 53 | None Does Not Transfer | Working Not Working Don't Know | | | | | | | |
| 54 | | | | | | | | | |
| 55 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| 56 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| 57 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| 58 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| 59 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| 60 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| 61 | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| 62 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| 63 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| 64 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| 65 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| 66 | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| 67 | Comments: | | | | | | | | |
| 68 | | | | | | | | | |

PART II

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

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| SECTION 1 | | |
|--|-------------------------------------|-------------------------------------|
| YES | NO | DON'T KNOW |
| STRUCTURAL FOUNDATION/WALLS | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Are any exterior walls covered with Exterior Insulation & Finish System (synthetic stucco)? | | |
| If YES, are you aware of any adverse conditions? _____ | | |
| Indicate all that apply: <input type="checkbox"/> Basement <input type="checkbox"/> Crawl Space <input type="checkbox"/> Slab | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Are there any structural engineer's report(s) available? | | |
| If YES, Date of Report: _____ Copy Attached? (Mark One): <input type="checkbox"/> YES <input type="checkbox"/> NO | | |
| To your knowledge, indicate any past or present: (Use Comment Lines for further explanations) | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Movement, shifting, deterioration or other problems with walls or foundation? | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Cracks or flaws in the walls, floors or foundation? | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Problems with driveways, walkways, patios, retaining walls, party walls? | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Problems with operation of windows or doors, or broken seals? | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Any corrective actions to items in this section? (Example - Piering, bracing, etc.) | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.) | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Is there insulation in the walls? | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Is there insulation in the floors? | | |
| Additional Comments: | | |
| Line 82 - Crack in dining room wall due to back deck. Line 83 - Crack in driveway been there before purchase. Back door shifted due to back deck. | | |
| SECTION 2 | | |
| YES | NO | DON'T KNOW |
| ROOF/INSULATION | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Age: _____ Type: _____ | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| To your knowledge, are there any <input type="checkbox"/> PAST <input type="checkbox"/> PRESENT roof leaks? (Mark One) | | |
| If any, identify details below. | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| During your ownership, has the roof ever been <input type="checkbox"/> REPLACED? <input type="checkbox"/> REPAIRED? (Mark One) | | |
| If YES, Date: _____ (Identify details below.) | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Are there any transferable warranties? Date: _____ (If YES, explain below and attach copy.) | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Do you know of any problems with chimneys or chases? (If YES, explain below.) | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Do you know of any problems with roof, roof structure or rain gutters? (If YES, explain below.) | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Is there insulation in the ceiling/attic? | | |
| Additional Comments: | | |
| North west gutter detach from house due to high winds. | | |
| SECTION 3 | | |
| YES | NO | DON'T KNOW |
| MOLD/MILDEW | | |
| According to the EPA, molds are part of the natural environment. Molds reproduce by means of tiny spores that are invisible to the naked eye, and float through outdoor and indoor air. Mold may begin growing indoors when mold spores land on surfaces that are wet. Inhaling or touching mold spores may cause allergic reactions in sensitive individuals. | | |
| To your knowledge, indicate any past or present: (Use Comment Lines for further explanations) | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Presence of any mold/mildew in the property? | | |
| <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Any problems created by mold or mildew for occupants of the structure during your ownership? | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Have you had any inspections for mold or mildew? If YES, Date: _____ (If YES, explain below.) | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Have you received any reports pertaining to mold or mildew on or within the structure? (If YES, attach.) | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Has the property had any professional mold remediation during your ownership? If YES, Date: _____ | | |
| Additional Comments: | | |



124

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

125

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

126

| | | | | |
|--|-----|----|------------|-----------------------------------|
| | YES | NO | DON'T KNOW | SECTION 4 WATER/SEWAGE SYSTEMS |
|--|-----|----|------------|-----------------------------------|

128

Is the property connected to City Water?

129

Is the property connected to Rural Water? If YES, Transfer Fee: _____ District: _____

130

Is the property connected to any private water systems? (Mark all that apply.)

131

Drinking Well Irrigation Well Geo-Thermal Well

132

Working? Type: _____ Location: _____ Depth: _____

133

Working? Type: _____ Location: _____ Depth: _____

134

Working? Type: _____ Location: _____ Depth: _____

135

Has the water in any wells shown test results of contamination? (If YES, explain below.)

136

Is the property connected to a public sewer system? If shared lagoon/septic system, explain below.

137

Is the property connected to a septic system? Date Last Pumped: _____

138

Tank Size: _____ Location: _____

139

feet laterals: _____ # Feet Infiltrators: _____ Location: _____

140

Is the property connected to a lagoon system? Location: _____

141

Is the property connected to some other type of waste disposal system? (If YES, explain below.)

142

Has the main waste disposal line ever been snaked or scoped?

143

To your knowledge, is there any problem relating to the waste disposal system?

144

Additional Comments:

145

Collapse from house to street have been replaced New 2023

146

| | | | | |
|--|-----|----|------------|------------------------------------|
| | YES | NO | DON'T KNOW | SECTION 5 WATER INTRUSION/LEAKS |
|--|-----|----|------------|------------------------------------|

147

To your knowledge, indicate any past or present: (Use Comment Lines for further explanations)

148

Any water leakage in or around the fireplace or chimney?

149

Any water leakage around (If YES, mark all that apply.) WINDOWS SKYLIGHTS DOORS?

150

Any leaks occurring in any plumbing, water supply lines, drains, sewer lines, etc.?

151

Any leaks caused by appliances?

152

Any leaks from any condensation drain lines, humidifier, dehumidifier, etc.?

153

Any water leakage into (If YES, mark all that apply.) BASEMENT CRAWL SPACE

154

Any accumulation of water within the basement/crawl space?

155

Sump Pump(s) Location(s): Basement

156

Drain Tiles (If YES, mark all that apply.) INTERIOR EXTERIOR

157

Additional Comments:

158

From Collapse line water backed up into house has been fixed 2023

159

160

161

| | | | | |
|--|-----|----|------------|---|
| | YES | NO | DON'T KNOW | SECTION 6 PEST, WOOD INFESTATION & DRY ROT |
|--|-----|----|------------|---|

162

Do you have any knowledge of the following items on/affecting the property? (Mark all that apply.)

163

WOOD DESTROYING INSECTS DRY ROT OTHER WOOD INFESTATION

164

Any knowledge of any damage to the property caused by the following items? (Mark all that apply.)

165

WOOD DESTROYING INSECTS DRY ROT OTHER WOOD INFESTATION

166

Have there been any repairs of such damage? (If YES, explain below.)

167

Is the property currently under a termite warranty or other coverage by a licensed pest control company?

168

Company: _____ Warranty Expiration Date: _____

169

Any wood destroying insects control reports in the last 5 years? (If YES, explain below.)

170

Any professional wood destroying insects control treatments in the last 5 years? (If YES, explain below.)

171

Any pest control reports in the last 5 years? (If YES, explain below.)

172

Any professional pest control treatments in the last 5 years? (If YES, explain below.)

173

Additional Comments:

174

I bought house 2years ago has pest report, no pests reported from inspection

175

176

177

178

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179

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

180

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

181

SECTION 7

182

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

208

Comments:

209

210

211

212

SECTION 8

213

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

226

Comments:

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235

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

236

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

237

SECTION 9

238

| | | |
|-----|----|------------|
| YES | NO | DON'T KNOW |
|-----|----|------------|

SPECIAL ASSESSMENTS AND HOMEOWNER'S ASSOCIATION

239

The law requires that the Seller disclose the existence of special assessments against a property.

240

Any current/pending bonds, assessments, or special taxes that apply to property?

241

The property may be subject to special assessments or is located in an improvement district? (Refer to relevant tax disclosure - Mark One).

242

Owner County Public Record Other: _____

243

Is the property subject to rules or regulations of an active Homeowner's Association?

244

Annual Dues? _____ Initiation Fee? _____

245

Homeowner's Association contact information: _____

246

Is the property subject to a right of first refusal?

247

Is the property subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions?

248

Any violations of such covenants and restrictions?

249

Comments:

250

HDA is optional to use pond, park and pool. - I opted out

251

252

SECTION 10

253

| | | |
|-----|----|------------|
| YES | NO | DON'T KNOW |
|-----|----|------------|

MISCELLANEOUS

254

Have any improvements or repairs (including, but not limited to, HVAC, plumbing, electrical, structural additions) been made to the property without obtaining required permits?

255

Are any local, state, or federal agencies requiring repairs, alterations, or corrections of any existing conditions?

256

Is the present use of the property a non-conforming use?

257

Have there been any insurance claims during the seller's ownership?

258

Were repairs made? If so, explain: Yes, During sewer line Collapse, is fix 2023

259

Is there any unrepaired damage due to hail, storm, wind, fire or flood?

260

Are there any stains, tears, burns, holes, etc., in the property that are not readily visible?

261

Does a pet(s) reside or has a pet(s) ever resided in or on the property?

262

Is there any damage due to pets, interior/exterior, including, but not limited to, odors, stains, etc.?

263

Do all window and door treatments remain? If NO, please list: _____

264

Does any other personal property remain? If YES, please list: Bathroom Cabinet in garage,

265

yard tools

266

Does the property contain any of the following? (Mark all that apply.)

267

Swimming Pool Spa Hot Tub Sauna Water Feature

268

If YES, are either of the following heated? Swimming Pool Spa If yes, type of heat? _____

269

Are you aware of any past or present problems relating to the swimming pool, spa, hot tub, sauna or water feature?

270

Explain: _____

271

Is the property in a historic, holistic, conservation or special review district, that requires any alterations or

272

improvements to the Property, be approved by a board or commission?

273

Are there any other facts, conditions, or circumstances, on or off site, which could affect the value, beneficial use, or

274

desirability of the property?

275

Are there any transferable warranties on the property or any of its components?

276

Comments:

277

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280

Any Additional Comments For Part II:

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286

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287

SELLER'S ACKNOWLEDGEMENT

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

294 Seller is occupant: YES NO

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

296 SELLER: Cotty Hagen 09-10-23 SELLER: _____
 297 Date Date Date

298

BUYER'S ACKNOWLEDGEMENT AND AGREEMENT

299 1. I have personally inspected the property. I have been advised to have the property examined by professional inspectors. Subject
 300 to any inspections, I agree to purchase the property in its present condition without representations or guarantees of any kind by
 301 the Seller or any REALTORS® concerning the condition or value of the property, except as given above or as stated in my contract
 302 with the Seller.

303 2. I acknowledge that neither Seller nor any REALTORS® involved in this transaction is an expert at detecting or repairing physical
 304 defects in the property.

305 3. I acknowledge that I have been informed that Kansas Law requires persons who are convicted of certain sexually violent crimes
 306 after April 14, 1994, to register with the sheriff of the county in which they reside. I have been advised that if I desire information
 307 regarding those registrants, I may find information on the home page of the Kansas Bureau of Investigation (KBI) at
 308 <http://www.kansas.gov/kbi/> or by contacting the local sheriff's office.

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

314 BUYER: _____ BUYER: _____
 315 Date Date Date

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Any covenant, condition or restriction in this document indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin is omitted as provided in 42 U.S.C. §3604, unless and only to the extent that the restriction (a) is not in violation of state or federal law, (b) is exempt under 42 U.S.C. §3607, or (c) relates to a handicap, but does not discriminate against handicapped people.

DECLARATION OF RESTRICTIVE COVENANTS

AFFECTING THE

FIRST ADDITION, COUNTRY HILLS ESTATES, INC.,

AN ADDITION TO AUGUSTA, KANSAS

THIS DECLARATION, made effective as of the 15th day of June, 1987, by the undersigned, COUNTRY HILLS ESTATES, INC, A Kansas Corporation, hereinafter called Developer, which is the owner of all tracts in said development,

WITNESSETH:

WHEREAS, the Grantors are the owners of real property described in Article I of this Declaration and is desirous of subjecting said real property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth; each and all of which is and are for the benefit of said property and for each owner thereof and shall inure to the benefit of and run with the title of said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

NOW, THEREFORE, the Grantors hereby declare that the real property described in and referred to in Article I hereof is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements hereinafter set forth.

ARTICLE I

Definition of Terms

"Outbuilding" shall mean a covered structure appurtenant to a single-family dwelling. It shall include but not be limited to barns, greenhouses, guest houses, carports, garages and outside storage buildings.

"Developer" shall mean the undersigned, their successors or assigns.

"Owners" shall mean the legal owner, or a contract purchaser, of any one tract in said development.

"Improvements" shall mean and include a detached single-family dwelling, twin-home dwelling, outbuildings, fences, masonry walls, hedges, plantings and other usual appurtenances now common to dwelling usage.

"Building site" shall mean a platted lot in said development.

"Building site" shall mean a platted lot and/or a numbered tract in said development.

"Detached single-family dwelling" shall mean a building and appurtenant structures, erected and maintained in conformity with the requirements of these covenants for private residential purposes and designed for occupancy by a single family. It shall not mean any flat, or apartment, even though intended for residential purposes.

"Twin-home dwelling" shall mean a building and appurtenant structures, erected and maintained in conformity with the requirements of these covenants for private

residential purposes and designed for occupancy by two families. It shall not mean any flat, or apartment, even though intended for residential purposes.

Article II

Property Subject to this Declaration

The real property which is, and shall be conveyed, transferred, occupied, and sold subject to the conditions, covenants, restrictions, reservations and easements with respect to the various portions thereof as set forth in the various clauses and sections of this declaration is legally described as follows, to-wit:

✓ LOTS 1 THROUGH 7, BLOCK 1

TOGETHER WITH

✓ LOTS 1 THROUGH 8, BLOCK 2

TOGETHER WITH

✓ LOT 1, BLOCK 3 AND LOTS 1 & 2, BLOCK 4

TOGETHER WITH

✓ LOTS 1 & 2, BLOCK 5 AND LOTS 1 THROUGH 10, BLOCK 6

TOGETHER WITH

✓ LOT 1, BLOCK 7

OF THE FIRST ADDITION

COUNTRY HILLS ESTATES

located in the City of Augusta, Kansas

as illustrated in Attachment "A"

ARTICLE III

Easements and Setbacks

Setback lines have been indicated on the plat. A dwelling may abut a front setback line but in no event shall a dwelling be located further back on the lot than the front setback line.

Easements for utility purposes have been dedicated in the plat.

The rights of ingress and egress to and from all utility easements across any lot are hereby granted to the electric and other utility companies serving the addition. This ingress and egress right of way is to permit said utility companies to trim necessary trees for and build, maintain, alter, repair, operate and remove transmission lines consisting of poles, wires, equipment and fixtures over and across the lots in said addition. Such easement shall be used, as far as possible, in a manner that will not interfere with the owners use of the premises.

Owners shall not locate any improvements or any combustible materials near enough to said poles, wires and fixtures so as to endanger the same or interfere with the operation thereof, or to be likely to result in damage thereto if a fire should occur.

Article IV

General Purposes of Conditions

The real property described in Article II hereof is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development of each building site thereof; to protect the owners of building sites against such improper use of surrounding building sites as will depreciate the value of their property; to preserve so far as practicable, the natural beauty of such property; to guard against the erection thereon of poorly designed or improperly proportioned structures, and structures built of improper or unsuitable materials, to insure the highest and best development of said property; to encourage the erection of attractive homes and the placing of attractive mobile homes thereon; with appropriate locations thereon the building sites; to secure and maintain proper setbacks from the street, and adequate free space between structures; and in general to provide for a high type and quality of improvements on said property.

Article V

PROTECTIVE COVENANTS

A. No structures shall be erected, altered, placed or permitted to remain on any building site subject to this Declaration other than one single-family dwelling, except that in Block 2 Twin-home dwellings are allowed according to the "R-2" zoning so approved by the City of Augusta, and a garage or carport and other out-buildings incidental to the residential use of the premises.

B. No television or radio antenna may be erected more than twelve (12) feet above the top of the building upon which it is placed.

C. No animal, poultry or fowl of any kind, other than household pets belonging to the household and then no more than two pets of any type over the age of six months shall be kept or maintained on any part of the real estate subject to these covenants. If the household should keep or maintain more than one dog subject to these covenants it is understood that only one dog shall be an "outside" dog with the second dog being a "house" dog.

D. It is expected that each owner will do a reasonable amount of landscaping and in any event must keep his yard seeded at all times. It is required that owners keep all grass and weeds mowed and trimmed in a neat and presentable manner.

E. No vehicle shall be stored on the premises unless it is in operable condition. Any collector automobile stored within the Development or on any street or on any building site shall be covered if not enclosed within a garage.

F. Each building site is limited exclusively for residential use except for "home occupations" if permitted by the City of Augusta.

G. 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, that permission is hereby granted for the erection and maintenance

of "For Sale" signs. Realtors signs, builder's signs and open house signs on each building site, used for the sole and exclusive purpose of advertising for sale or lease, the building site on which it is erected and improvements thereon, if any; and provided further that temporary signs such as garage sale and political signs may be placed and shall be removed in a timely fashion after such event ceases. If a "home occupation" is permitted by the city on the building site than one sign no larger than six inches by eighteen inches is allowed so long as the sign is attached directly to the exterior of the house and is not illuminated.

H. The location of any outbuilding or appurtenant building constructed on a building site can be no closer than five (5) feet to any building site lot line and five (5) feet from the rear property line of the said building site.

I. The exterior of all outbuildings must be finished with paint or other decorative materials at the time of erection. Any such building must be constructed in a good and workmanlike manner. Metal outbuildings are expressly prohibited..

J. Any mass plantings or fencing creating a traffic hazard shall be removed or reduced in size to that required for safety.

K. All outside trash containers must be kept at the side or rear of the dwelling and must be covered and screened from public view. The type of such containers must be such that dogs and other animals cannot tip them or otherwise cause the contents thereof to be spilled upon the ground.

L. Every residence must contain not less than a either [1] a minimum of nine hundred (900) square feet of ground floor living area under roof excluding basement area, garage and porches, as determined by the Architectural Review Committee. Floor area within 4 feet of elevation change of the main entry floor shall be considered as a single story or, [2] a minimum of 900 square feet for a two-story residence with a minimum of 600 square feet on the first floor excluding basement area, garages and porches, as determined by the Architectural Review Board or, [3] such other size criteria as the Architectural Review Board may determine.

M. The installation of barbed wire is prohibited and all fencing material including posts must be new material and painted or other commercial finishes applied. All fencing shall be constructed in a workmanlike manner with proper corner post supports supplied to prevent the sagging of the fence or the fences losing their alignment. No fencing shall be constructed and/or erected unless the plan and materials are first approved by the Architectural Review Committee. Existing fencing on common boundary lines shall not be removed except with prior permission of the Architectural Review Committee.

N. All newly placed clotheslines, equipment, wood piles and satellite receiving dishes shall be placed in the side or back yards and screened by adequate planting or fencing as to conceal them from view of the street.

O. Notwithstanding any provision of this Declaration so long as the Developer or Builders are engaged in developing or improving any portion of the Properties, such persons shall have an easement of ingress, egress and use over any lands not conveyed to an Owner for occupancy for [1] movement and storage of building materials and equipment, [2] erection and maintenance of directional and promotional signs and [3] conduct of sales activities, including maintenance of model living units, [4] maintenance of buildings as used in the

normal course of business for the Development or related residential construction. Such easement shall be subject to such rules as may be established by the Developer to maintain reasonable standards of safety, cleanliness and general appearance of the Properties.

P. Any residence making connection to natural gas will have the gas meter placed immediately adjacent to their residence. Under no circumstances will gas meters be located in the front yards or by the street.

Q. Roofing material shall consist of wood shingles, wood shakes, asphalt or asphalt impregnated fiberglass roofing shingles. Other roofing materials may be acceptable upon approval of the Architectural Review Board.

R. No used, secondhand or previously lived in house or building of any kind shall be moved or placed, either in sections or as a whole, upon said land, nor shall any mobile home be moved, placed or permitted to remain upon a building site subjected to these covenants. Developer reserves the right to place a mobile home on a building site to be used as a sales office until such time as seventy-five percent of all lots are sold as described in the Development Plan.

S. No nuisance shall be permitted to exist or operate upon any property so as to jeopardize property values or be detrimental to the well-being of Residents.

T. Owners of improvements and vacant lots in said development shall keep the same painted, repaired, mowed and properly maintained and will not permit the accumulation of junk anywhere on the premises.

U. Construction of structures and related grounds will be completed within twelve months of approval of the Architectural Review Board provided however an extension can be requested of the ARB under unusual circumstances.

V. No basement, tent, shack, garage, barn or other outbuilding erected on a building site covered by these covenants shall at any time be used for human habitation temporarily or permanently, nor shall any structure of a temporary character be used for human habitation.

W. Each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon the Grantors and upon their successors and assigns and upon each of them and all parties claiming under them for a period of twenty (20) years from the date hereof, and automatically shall be continued thereafter for successive periods of five (5) years each; provided, however, that after three-fourths of the building sites have residences constructed or placed thereon, that two-thirds of the property owners, as defined herein, that is to say owners of building sites herein, subject to this Declaration which are hereby restricted, may release all of the land so restricted from any one or more of said restrictions or may enlarge, change or modify any one or more of said restrictions by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing the same for record in the Office of the Register of Deeds of Butler County, Kansas.

Any interpretation of these restrictive covenants needed or requested by any interested party shall be made by the Architectural Review Committee of Country Hills Estates and such interpretation shall be final and binding unless rescinded or modified by an affirmative vote of two-thirds of the owners within thirty (30) days after such interpretation is published.

The covenants herein set forth shall run with the land and bind the present owners, their successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said building sites, their successors and assignees, and with each of them to conform to and observe said restrictions as to the use of building sites, and the construction of improvements thereon, but no restrictions herein set forth, shall be personally binding on any person or persons, except in respect to breaches committed during his or their holding title to said land, and the owner or owners of any of the above land and/or Developer at their option, shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observances of the restrictions set forth above, in addition to ordinary legal action for damages.

Article VI

The Architectural Review Committee of
COUNTRY HILLS ESTATES

The Architectural Review Committee of Country Hills Estates shall consist of three persons, to be appointed by the Grantor. Grantor shall retain the right to make changes in the membership of the Architectural Review Committee as conditions require. The term for each Architectural Review Committee member shall be indefinite. After three-fourths of the lots have been sold to individual owners then two-thirds of the owners of lots in said development may at any time recall and replace any or all members of said Architectural Review Committee. Members of said Architectural Review Committee shall serve without compensation.

Article VII

Miscellaneous

A. Invalidation of any one of these covenants or any part thereof by judgments or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

B. These covenants shall and do hereby provide that no single-family dwelling, twin-home dwelling, or other improvements as herein defined shall be erected, placed, altered and/or commenced on any building site in said development until the building or other improvement 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 of external design, including the height of such improvements, with existing structures in the Development, and as to location of the improvements with respect to topography, grade and finished ground elevation, by the Architectural Review Committee; provided, however, that the said Committee, its members, successors or assigns, shall not be liable in damages to anyone so submitting plans for approval, or to any other owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of itself, its agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans, likewise anyone so submitting plans to the said Committee for approval, by the submitting of such plans and any owner by so acquiring title to the property covered hereby, agrees that he will not bring any action or suit to recover for any such damages against the said Committee. In the event said Committee fails

to approve or disapprove such design, height and location within thirty (30) days after said plans and specifications have been submitted to it, 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 section or without the written approval required herein and no suit to enjoin the erection, establishment or alteration of such improvement has been commenced prior to the completion thereof, this covenant will be deemed to have been fully complied with. If construction, including fencing is commenced before approval of the Committee it may require the owner to tear down such construction and restore the premises.

C. The Developer reserves the right, with the approval of the Architectural Review Board, to make additional donations of common areas and said areas will be subject to these covenants and restrictions.

D. Two common areas are currently part of the Development Plan and as such their use is subject to the rules and regulations established by the Architectural Review Board. One area is Country Hills Community Park and the second area is the entrance to the Development off Ohio Street. Both such areas plus any future donated or developed common areas are for the enjoyment and use of the property owners of Country Hills and their guests, and any additional parties which may wish to use the facilities.

E. It is further understood that an area in Country Hills Community Park or other such area designated by the Developers is reserved for the future possible construction of a swimming pool. The Developer, in consultation with the property owners, may elect to construct such pool when it is determined that there is sufficient homeowner interest to share in the pool's proper maintenance. If such swimming pool is constructed the Developer pledges the maximum sum of twenty five thousand dollars [\$25,000] in land or other valuable considerations for it's completion.

IN WITNESS WHEREOF, the undersigned Grantors have hereunto executed this document the day and year first above written.

COUNTRY HILLS ESTATES, INC.
Robert R. Whittaker
Robert R. Whittaker, President

STATE OF KANSAS)
) ss:
COUNTY OF BUTLER)

The foregoing instrument was acknowledged before me this 1st day, June, 1987 by the President of Country Hills Estates, Inc.

Cleta L. Duncan
Notary Public

My Appt./Comm. Expires:

CLETA L. DUNCAN
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 9-13-88

9-13-88

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Show search results for 29111...

Legend

Parcels

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KS Floodplain

Streams

Profile Baseline

Stream Centerlines

Special Flood Hazard Area

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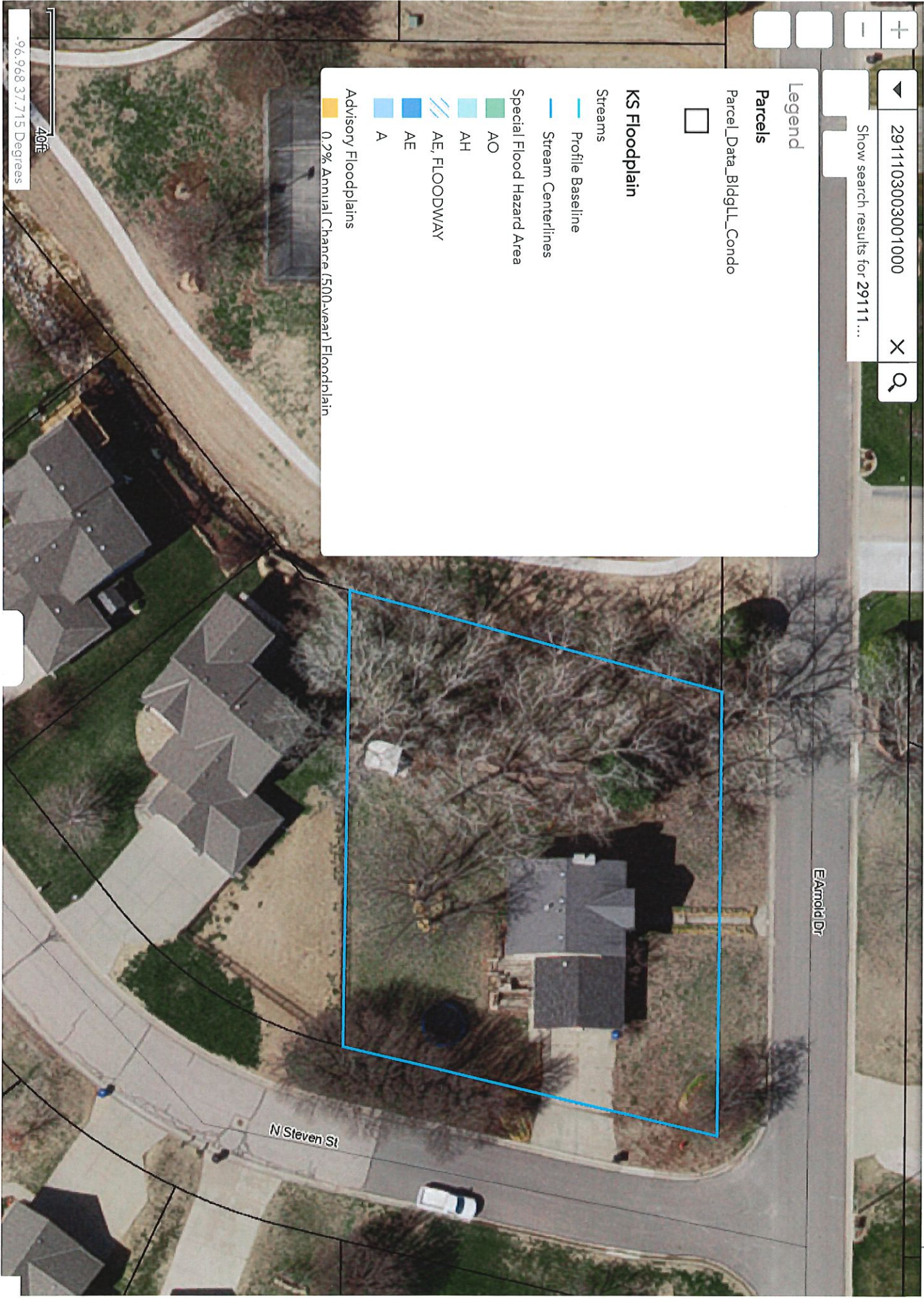
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Advisory Floodplains

0.2% Annual Chance (500-year) Floodplain



E Arnold Dr

N Steven St

40ft

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