



Property Information Packet

501 N. Tara Lane
Wichita, KS 67206



AUCTION
SATURDAY, MAY 10TH AT 12:00 P.M.

© Copyright 2014 McCurdy Auction, LLC
519 N. Oliver • Wichita, Kansas 67208
Phone 316.683.0612 • Fax 316.683.8822



Table of Contents

- PROPERTY DETAIL PAGE
- TERMS OF ENTRY
- ENVIRONMENTAL REPORT
- LEAD-BASED PAINT DISCLOSURE
- WATER WELL ORDINANCE
- VICKRIDGE 2ND ADDN. COVENANTS AND ASSOCIATED DOCS
- ZONING MAP
- FLOOD ZONE MAP
- AERIAL
- PLAT MAP
- GUIDE TO AUCTION COSTS

This Property is selling in its present condition and is accepted by the buyer(s) without any expressed or implied warranties or representations from the seller(s) or his(her) agent(s). It is incumbent upon the buyer(s) to exercise his(her) own due diligence prior to bidding on this property. It is the responsibility of the prospective purchaser(s) to have any and all inspections completed prior to the auction day including, but not limited to, roof, structure, termite, environmental, groundwater, survey, encroachments, groundwater, flood designation, zoning designation, school zone designation, existence of any code violations, drainage, presence of lead-based paint and/or lead-based paint hazards, presence of radon, presence of asbestos, presence of mold, electrical, appliances, heating, air conditioning, mechanical, plumbing (to include water well, septic or lagoon compliance), sex offender registry information, flight patterns and any other desired inspections, if any. Information given is from sources deemed reliable but NOT guaranteed by the seller(s) or the Realtor(s)® /Auctioneer(s). Announcements made the day of the auction shall take precedence over anything previously stated or printed. There will be a 10% Buyers Premium (\$1000 minimum) added to the high bid price to arrive at the final contract price.

Click photo to enlarge or view multi-photos.



MLS#: 365797 m **VT:** N **AG Bedrooms:** 3
Status: Active **Total Bedrooms:** 3
Type: Single Family **AG Full/Half Baths:** 5/0
 OnSite Blt
Address: 501 N Tara Ln **Total Baths:** 6
 WICHITA, KS 67206 **Approx AGLA/Source:** 5,426/Court House
County: Sedgwick **Approx BFA/Source:** 1,054/Court House
Area: 411 **TFLA:** 6,480
Subdivision: **Garage:** 4
(Auction) **Original Price:** \$0
Class: Residential **Levels:** One Story
Elem. School: Minneha **Basement:** Yes - Finished
Middle School: Coleman **Approx. Age:** 36 - 50 Years
High School: Southeast **Year Built:** 1972
\$/TFLA-AGLA: \$0-\$0 **Acres Range:** 1/2 to 1 Acre
Lot **Acres:** 0.880
Size/SQFT: 38504 **Auction?:** Y
Appraisal?:

General Info

| Level | Room Type | Dimnsns | Floor |
|-------|-------------|-------------|--------|
| M | Master BR | 26'x19'4" | Carpet |
| M | Bedroom | 29'1"x14'3" | Carpet |
| M | Living Room | 29'4"x24'9" | Carpet |
| M | Kitchen | 10'7"x10' | Carpet |
| M | Bedroom | 11'7"x11'3" | Carpet |
| B | Family | 28'5"x27'1" | Carpet |
| B | Bonus Room | 10'4"x9'1" | Carpet |

Internet Display: Y **Address Display:** Y
Comment Display: Y **Valuation Display:** Y
Other Rooms: Dressing Room, Exercise Room
Legal: Lot 1 Block 1 2nd Add. to Vickridge
Directions: Central & Rock Rd. - East to Tara Ln. NW Corner.

Features

Appliances: Dishwasher, Disposal, Microwave, Range/Oven
Basement Finish: 1 Bath, Rec/Family Room, Wet Bar, 1 Add. Finished Room
Exterior Amenities: Ag Outbuilding(s), Covered Patio, Fence-Wood, Guttering, Hot Tub, Security Light, Storm Door(s), Deck
Neighborhood Amenities:
Interior Amenities: Ceiling Fan(s), Closet-Walk-In, Hot Tub, Intercom System, Sauna, Security System, Skylight(s), Wet Bar, Whirlpool, Window Coverings-All
HOA Due Include: Recreation Facility, Other/See Remarks, Gen. Upkeep for Commons Areas
Architecture: Other/See Remarks **Flood Insurance:** Unknown
Exterior Construction: Stucco **Roof:** Composition
Lot Description: Corner **Frontage:** Paved Frontage
Cooling: Central **Heating:** Forced Air
Kitchen Features: Eating Bar **Fireplace:** Two, Living Room, Family Room, Wood burning, Free Standing
Master Bedroom: Master Bdrm on Main Level, Master Bedroom Bath, Sep. Tub/Shower/Mstr Bdrm **Dining Area:** Living/Dining Combo
Laundry: Basement, Main Floor, 220-Electric **Utilities:** Sewer, Natural Gas, Public Water
Basement/Foundation: Partial **Garage:** Attached, Opener
Ownership: Individual **Possession:** At Closing
Warranty: No Warranty Provided **Documents:** Additional Photos, Ground Water, Lead Paint
Property Condition Rpt: N **Proposed Financing:**

Taxes & Financing

| | | |
|----------------------------------|-----------------------------------|---|
| Assumable: N | General Taxes: \$2,831.89 | General Tax Year: 2013 |
| Yearly Specials: \$6.48 | Total Specials: \$0.00 | Currently Rented?: N |
| Yearly HOA Dues: \$500.00 | HOA Initiation Fee: \$0.00 | Earnest Money: MCCURDY AUCTION LLC TRUST |
| HBBP Company: | | Rental Amount: |

Auction Info

| | | | |
|-------------------------------------|---|--------------------------------------|---|
| Auction?: Y | Type of Auction Sale: Absolute | Method of Auction: Live Only | Auction Offering: Real Estate Only |
| Auction Location: ONSITE | | Auction Date: 05/10/2014 | Auction Start Time: 12:00 P.M. |
| 1-Open for Preview?: Y | 1-Open/Preview Date: 05/10/2014 | 1-Open Start Time: 11:00 A.M. | 1-Open End Time: 12:00 P.M. |
| 2-Open for Preview?: | 2-Open/Preview Date: | 2-Open Start Time: | 2-Open End Time: |
| 3-Open for Preview?: | 3-Open/Preview Date: | 3-Open Start Time: | 3-Open End Time: |
| Broker Registration Req.?: Y | Broker Registration 5 P.M. PRIOR | Buyer Y | Premium 10% |

Earnest Money?: Y **Deadline:** BUSINESS DAY **Premium?:** **Amount:**
Terms of Sale:
Personal Property:

Comments

Public Remarks: ONSITE REAL ESTATE AUCTION ON SATURDAY, MAY 10TH AT 12:00 P.M. ABSOLUTE AUCTION - NO MINIMUM AND NO RESERVE IN THE PRESTIGIOUS VICKRIDGE SUBDIVISION!!! This contemporary 6,480 SF, 4-bedroom, 5-bath home is very unique and one of a kind sitting on a .88 Acre corner lot. Enter this property with a circle driveway and covered car portico. Enter from the portico to a small courtyard that leads to the homes entryway. Step inside this home to an open floorplan. The main level features a large living room with dining space that has picture windows overlooking the private backyard. The kitchen has range, dishwasher and built-in microwave. The original master suite offered walk-in closets, private bath with wet bar and sunken tub. This original master bedroom comes with a custom built one of a kind bed. Following the original construction this home had a new master suite added that is loaded with built-in cabinetry, fireplace, bathroom with separate shower, additional sunken bathtub and double vanities. This master bedroom addition features two very large walk-in closets with custom closet storage. One of the walk-in closets has a basement exercise room and full bath beneath it. The main portion of the home features a walk-out basement that has a large recreation room and additional storage/office rooms. The home has two double-car garages and a large laundry/mud room with full bathroom. The backyard has lots of wood decking, mature shade trees, two ponds/waterfalls (not functional now), an outbuilding and animal cage that used to house peacocks. The backyard is fenced, backs to a wooded creek and very private. Association dues include common areas, i.e. landscaping, lighting, irrigation at all 5 entrances, maintenance of the access gate, HOA insurance, water/electric bills and legal/atty. fees. *Verify schools. This Property is selling in its present condition and is accepted by the buyer(s) without any expressed or implied warranties or representations from the seller(s) or his(her) agent(s). It is incumbent upon the buyer(s) to exercise his(her) own due diligence prior to bidding on this property. It is the responsibility of the prospective purchaser(s) to have any and all inspections completed prior to the auction day including, but not limited to, roof, structure, termite, environmental, groundwater, survey, encroachments, groundwater, flood designation, zoning designation, school zone designation, existence of any code violations, drainage, presence of lead-based paint and/or lead-based paint hazards, presence of radon, presence of asbestos, presence of mold, electrical, appliances, heating, air conditioning, mechanical, plumbing (to include water well, septic or lagoon compliance), sex offender registry information, flight patterns and any other desired inspections, if any. Information given is from sources deemed reliable but NOT guaranteed by the seller(s) or the Realtor(s) 1/2 /Auctioneer(s). Announcements made the day of the auction shall take precedence over anything previously stated or printed. There will be a 10% Buyers Premium (\$1000 minimum) added to the high bid price to arrive at the final contract price. This property will be open for previewing one hour prior to the real estate auction or by scheduled appointment. The earnest money amount due at the auction from the high bidder is \$20,000.

MLS#: 365797

--Information deemed reliable but not guaranteed--Copyright: 2014 by the South Central Kansas MLS, Inc.
Prepared by Melissa R. Mosher of McCurdy Auction, LLC on 4/14/2014 2:52:18 PM

-CAUTION-

READ THIS BEFORE ENTERING HOME

Portions of the home may have mold conditions, and enter at your own risk. In addition there may be loose or rotting timbers, loose carpeting and you should proceed with caution.

TERMS OF ENTRY...

You are on these premises at your own risk. Auctioneer/Broker and Seller, their agents and employees expressly disclaim any "invitee" relationship and shall not be liable to any persons for damages to their persons or property while in, on or about these premises, or while attending open houses, nor shall they be liable for hidden defects, dangers or conditions. All persons are on the premises at their own risk and shall defend, indemnify and save harmless Broker and Seller from any and all liability to you and your guests, if any.

**LIMITED ENVIRONMENTAL
FUNGI INVESTIGATION**



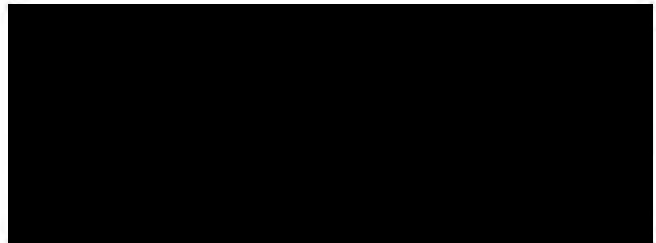
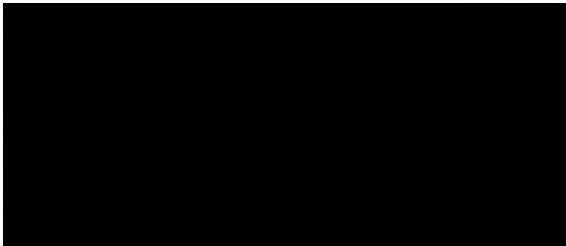
APEX

ENVIRONMENTAL CONSULTANTS, INC.

PERFORMED AT:

**[REDACTED] RESIDENCE
501 N. TARA LANE
WICHITA, KANSAS**

PREPARED JOINTLY FOR:



PREPARED BY:

***APEX ENVIRONMENTAL CONSULTANTS, INC.*
14955 WEST 101ST TERRACE
LENEXA, KANSAS 66215
TEL: (913) 338-APEX FAX: (913) 338-2741
WWW.4APEX.COM**

**APEX PROJECT No. 90021I
FEBRUARY 19, 2009**

**LIMITED ENVIRONMENTAL
FUNGI INVESTIGATION**

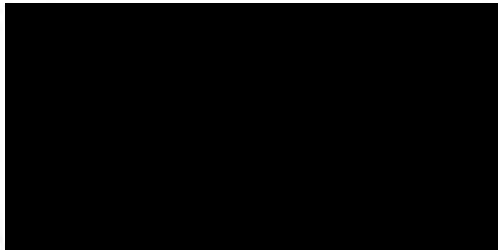


ENVIRONMENTAL CONSULTANTS, INC.

PERFORMED AT:

**[REDACTED] RESIDENCE
501 N. TARA LANE
WICHITA, KANSAS**

PREPARED JOINTLY FOR:



PREPARED BY:

***APEX ENVIRONMENTAL CONSULTANTS, INC.*
14955 WEST 101ST TERRACE
LENEXA, KANSAS 66215
TEL: (913) 338-APEX FAX: (913) 338-2741
WWW.4APEX.COM**

**APEX PROJECT No. 90021I
FEBRUARY 19, 2009**

Notice: These documents are instruments of professional service, and information contained therein is incomplete unless used in conjunction with APEX's interpretations, decisions, observations and administrations. Use or reproduction of these documents in whole or in part without APEX's consent is in violation of common law, copyrights, statutory and other reserved rights. Refer to Act 17 U.S.C., par. 511 (1991), which preempts state and local public records act. Refer to Act 17 U.S.C., par 301 (1991).

501 N. TARA LANE

WICHITA, KANSAS

CLIENTS:



PROJECT:

Limited Environmental Fungi Investigation
Davis Residence
501 N. Tara Lane
Wichita, Kansas 67206

Chubb Insurance Claim No. 040508122706
APEX Project No. 900211

ENVIRONMENTAL CONSULTANT:

APEX ENVIRONMENTAL CONSULTANTS, INC.

Prepared By:

Handwritten signature of Christopher S. Frey.

Christopher S. Frey, CIEC
Vice President

Reviewed by:

Handwritten signature of David Nold.

David Nold, M.S., CIH, CHMM
Industrial Hygienist

Address: 14955 W. 101st Terrace
Lenexa, Kansas 66215
Tel: (913) 338-2739 Fax: (913) 338-2741
e-mail: cfrey@4apex.com

1.0 EXECUTIVE SUMMARY

In response to your request and authorization, APEX Environmental Consultants, Inc. conducted a limited environmental fungi investigation in the single-family residence located at 501 N. Tara Lane in Wichita Kansas (subject residence). This investigation was performed on January 19, 2009. It is understood that this work was initiated as a result of suspected fungal growth in five specific areas inside of the residence including the front (orange) master bedroom, basement living room, basement exercise room, mirrored basement bedroom, and the laundry room adjacent to the garage. Chris Frey conducted the inspection on behalf of APEX.

Recommendations for remediation of the fungal growth and subsequent decontamination in the subject residence are based on information obtained during our field investigation and analytical results for the samples we collected. Please note that the focus of our investigation was limited to five aforementioned areas. Rooms/areas outside of these five areas were not visually inspected as part of the scope of work for this project.

2.0 SUMMARY OF FINDINGS

Based on the sampling and visual inspection performed, fungal contamination was observed in each of the five areas inspected. Visible fungal growth was observed on drywall, woodwork, mirrors, and a variety of contents. The extent of visible fungal growth was considered to be extensive (greater than 400 square feet). Please refer to Appendix B - Photo Log for photographs of the conditions observed during our investigation.

Bioaerosol sampling indicated elevated levels of aerosolized fungi in the front master bedroom, basement living room, basement exercise room, and the mirrored basement bedroom of the residence. Bioaerosol sampling was not performed in the laundry room

adjacent to the garage, as cleaning and vacuuming activities were being performed in this area during the inspection.

As a result of these findings, APEX recommends that the necessary steps be taken to decontaminate the affected portions of the residence as soon as feasible.

3.0 BACKGROUND INVESTIGATION

The subject residence was originally constructed in 1974. Two additions were added at later times. The structure consists of a poured concrete foundation with wood frame construction. An employee of [REDACTED], by the name of [REDACTED], was present during the investigation and provided information about the property.

The subject residence is no longer utilized as a primary residence by [REDACTED]. According to her employee, it is only occupied for approximately one to two weeks per year. During her absence, the air conditioning system is turned off, but the heat is left on at a low temperature in order to prevent freezing of the pipes.

Our investigation was initiated as a result of the presence of fungal growth in the front master bedroom, following a leak in a water supply line servicing the master bathroom. The duration of this leak was not known as of the time of our investigation. Other sources of abnormal moisture inside of the Davis residence were visually observed and are discussed in later sections of this report.

4.0 SAMPLING METHODOLOGY

Five (5) fungal bioaerosol samples were obtained, including one (1) exterior control sample during the sampling effort. The outdoor sample was collected in order to establish baseline conditions for fungal bioaerosols on the date of sampling.

Non-culturable bioaerosol air samples were collected using Allergenco-D sampling cassettes. The Allergenco-D particulate sampling cassettes, coupled with a high-volume air sampling pump, allow for the collection and analysis of a wide range of aerosols including fungal spores, pollen, insect parts, and skin fragments. This sampling methodology is useful in providing rapid analysis of airborne contaminants in indoor air quality testing, allergy testing, and flood restoration monitoring. The cassettes utilized during this sampling had an expiration date of August 2009. The air sampling pump was calibrated prior to, and immediately following, sample collection. Each sample was assigned a sample identification number and was recorded on the chain-of-custody form.

Non-culturable bioaerosol samples were collected in the following locations:

| SAMPLE ID | LOCATION DESCRIPTION | SAMPLE TYPE | FLOW RATE/TIME |
|-----------------|--|-------------|--------------------|
| ST-01 | Center of Orange Master Bedroom | ST | 15.0 L/min – 5 min |
| ST-04 | Center of Main Basement Living Area | ST | 15.0 L/min – 5 min |
| ST-05 | Center of Mirrored Basement Bedroom | ST | 15.0 L/min – 5 min |
| ST-06 | Center of Exercise Room - Basement | ST | 15.0 L/min – 5 min |
| ST-07 | Exterior Control Sample – East Side of House | ST | 15.0 L/min – 5 min |
| ST = Spore Trap | | | |

In addition to the bioaerosol samples, two (2) tape lift samples were collected in selected areas exhibiting visible fungal amplification, water damage, and/or areas where fungal spores tend to settle. Each sample was assigned a sample identification number and was recorded on the chain-of-custody form. These samples were collected in the following locations:

| SAMPLE ID | LOCATION DESCRIPTION | SAMPLE TYPE |
|-----------|-------------------------------------|-------------|
| T-02 | East Wall in Orange Master Bedroom | T |
| T-03 | South Wall in Orange Master Bedroom | T |
| T = Tape | | |

The samples were sent by overnight shipment to EMLab P&K Laboratory in Lakewood, Colorado for preparation, microscopic quantification, and genus/species identification. EMLab P&K is accredited by the American Industrial Hygiene Association (AIHA) in the environmental microbiology program.

5.0 EXPOSURE GUIDELINES

Currently in the U.S., no federal agency has clear authority to regulate exposure to biological agents associated with Building Related Illnesses. Countable bioaerosols have no Permissible Exposure Limits (PELs) or Threshold Limit Values (TLVs) for the following reasons: the culturable/countable bioaerosols have no single entry; the human response range varies greatly from one individual to the next; it is not possible to collect and evaluate all bioaerosol components using a single sampling method; and, the information relating bioaerosol concentrations to health effects is generally insufficient to describe exposure response. Concerned occupants are recommended to monitor their own health and consult their physicians should there be any questions with regard to the bioaerosol concentrations isolated in their workplace or residence.

Due to a wide variety of microorganisms found across different regions of the U.S. and the influence of normal humidity and temperature conditions, the concentrations of bioaerosols vary significantly from area to area. Generally speaking, the indoor air flora should be quantitatively lower than, but qualitatively similar (genus or species) to that of outdoor air. Indoor air counts are typically expected to be 30 to 80% of outdoor spore counts, with the same general distribution of spore types present. Filtered air, air-conditioned air, or air remote from outside sources may average 5 to 15% of the outside air at the time of sampling. Dusty interiors may exceed 100% of the outdoors to some degree, but will still mirror the outdoor distribution of spore types. A substantial increase in one or two spore types which are inconsistent with and non-reflective of the outside distribution of spore types is usually indicative of an indoor reservoir of mold growth.

6.0 SAMPLING RESULTS

The following table provides the non-culturable fungi concentrations for the bioaerosol samples obtained by APEX in the subject residence:

| SAMPLE ID | SAMPLE LOCATION | FUNGI (SPORES/M ³) |
|-----------|--|--------------------------------|
| ST-01 | Center of Orange Master Bedroom | 11,000 |
| ST-04 | Center of Main Basement Living Area | 63,000 |
| ST-05 | Center of Mirrored Basement Bedroom | 63,000 |
| ST-06 | Center of Exercise Room - Basement | 72,000 |
| ST-07 | Exterior Control Sample – East Side of House | 330 |

Significantly elevated concentrations of species of *Penicillium/Aspergillus* were observed in each of the interior samples collected. Slightly elevated concentrations of *Chaetomium* and *Cladosporium* were also observed in the interior samples. Other fungal genera identified in the samples were generally consistent with those found in the exterior sample.

Surface Samples

Surface samples were analyzed using direct microscopic examination primarily in an effort to characterize what species/genera were present. Most surfaces collect a mix of spores that are normally present in the environment. At times, it is possible to note a skewing of the normal distribution of spore types and also to note "marker" genera, which may indicate indoor mold growth. Please note that when referring to the analytical results for the tape samples, the laboratory uses a scale of 1+ to 4+, with 4+ denoting the highest number of spore groups, clumps, and/or chains of single spore types, usually accompanied by intact mycelial and/or sporulating structures.

The results obtained from surface sample collection at the Davis residence are summarized in the following table:

| SAMPLE ID | LOCATION DESCRIPTION | RESULTS |
|------------------|-------------------------------------|--|
| T-02 | East Wall in Orange Master Bedroom | Normal trapping – no fungal growth identified. |
| T-03 | South Wall in Orange Master Bedroom | Normal trapping – no fungal growth identified. |

As indicated above, no fungal growth was identified in the surface samples. The sample locations were randomly chosen on two walls inside of this bedroom, as it was difficult to discern visible fungal growth due to the color of the wallpaper and suede wall covering on the different walls.

The laboratory reports for all of the sampling can be found in Appendix A.

7.0 DISCUSSION AND OBSERVATIONS

Indoor and outdoor spore level comparisons should be evaluated with an awareness of building type, activity level, and weather conditions present at the time of sampling. As stated above, filtered or air-conditioned environments tend to produce lower relative spore counts than those with direct access to outdoor air. Highly active or dusty environments may increase spore levels. Whereas rain washes the air clear of many spore types, it assists in the dispersion of others. Therefore, sampling on rainy or very humid days may result in outdoor counts which are low or which have a significantly different distribution of spore types. Outdoor weather conditions were clear with a temperature of 42 degrees Fahrenheit and light westerly winds. The relative humidity outside was 52%.

Front Master Bedroom (Including Closets, Bathroom, and Dressing Room)

Visible fungal growth was observed on woodwork, the recessed ceiling (drywall), closet walls (drywall), the bed and frame, silk plant, leather goods stored in the closet, clothes, walls in dressing room, and other miscellaneous contents. The extent of visible fungal growth in this area was considered to be extensive (greater than 100 square feet). Most of the observed fungal growth was light and patchy. Moisture readings, using a Tramex Moisture Encounter, did not indicate elevated moisture concentrations on the walls or on the subfloor from which wet carpet was removed (master bathroom only). The observed fungal growth appears to be related to the reported water pipe leak in the master bathroom, but was likely exacerbated by the lack of dehumidification inside of the residence, as it was reported that the air conditioning system remains off during the humid months of the year. Bioaerosol sampling indicated elevated levels of species of *Penicillium/Aspergillus* and slightly elevated concentrations of *Chaetomium* and *Cladosporium* in this room. The surface samples collected from the two walls, one on wallpaper and one on suede, indicated that fungal growth was not present in the locations sampled.

Basement Living Room (Including Closets)

Visible fungal growth was observed on furniture, the pool table, mirrors, electronics, artwork, magazines, grandfather clock, and other miscellaneous contents. The extent of visible fungal growth in this area was considered to be extensive (greater than 100 square feet). Most of the observed fungal growth was light and patchy. Moisture readings did not indicate elevated moisture concentrations on the walls. The observed fungal growth appears to be related to the lack of dehumidification inside of the residence. Evidence of a water leak was observed near the west sliding doors (see Photos 20 and 21). It is unlikely that this leak significantly contributed to the fungal growth in this portion of the basement. Bioaerosol sampling indicated significantly elevated levels of species of *Penicillium/Aspergillus* and slightly elevated concentrations of *Chaetomium* and *Cladosporium* in this room.

Mirrored Basement Bedroom (Including Closet)

Visible fungal growth was observed on furniture, mirrored walls, artwork, and other miscellaneous contents. The extent of visible fungal growth in this area was considered to be moderate (60-80 square feet). Most of the observed fungal growth was light and patchy. Moisture readings did not indicate elevated moisture concentrations on the wood walls (mirrored walls were not tested). Evidence of efflorescence was observed at some of the seams in the mirrored walls. The observed fungal growth appears to be related to the lack of dehumidification inside of the residence, possibly combined with moisture from foundation leaks or vapor drive that is causing the efflorescence through the foundation walls. Bioaerosol sampling indicated significantly elevated levels of species of *Penicillium/Aspergillus* and slightly elevated concentrations of *Chaetomium* and *Cladosporium* in this room.

Exercise Room (Including Closets, Adjacent Restroom, and Base of Stairwell)

Visible fungal growth was observed on exercise equipment, walls (drywall), woodwork, doors, bathroom vanity, shower enclosure, carpet, and other miscellaneous contents. The extent of visible fungal growth in this area was considered to be extensive (greater than 100 square feet). The fungal growth was light and patchy on some materials and heavier on others. Moisture readings indicated elevated moisture concentrations on the east and west walls up to a height of approximately four feet. The observed fungal growth appears to be related to the lack of dehumidification and foundation leaks through the foundation walls. Bioaerosol sampling indicated significantly elevated levels of species of *Penicillium/Aspergillus* and slightly elevated concentrations of *Chaetomium* and *Cladosporium* in this room.

Laundry Room Adjacent to Garage (Including Restroom)

Visible fungal growth was observed on a door handle, ceiling (drywall) near skylights, and other miscellaneous contents. The extent of visible fungal growth in this area was considered to be minimal (less than ten square feet). The fungal growth was light and

patchy. Moisture readings did not indicate elevated moisture concentrations on the walls or ceiling. The observed fungal growth appears to be related to the lack of dehumidification and roof leaks adjacent to the skylights and west sliding door. As previously indicated, bioaerosol sampling was not performed in this area since cleaning activities were actively being performed during the investigation.

8.0 SUMMARY AND RECOMMENDATIONS

As a result of the observed and measured contamination, APEX recommends that the services of a professional cleaning/mold remediation contractor be retained to decontaminate the affected portions of residence. The contractor should have sufficient training and experience in the safe and effective removal of microbial contamination, as well as appropriate mold remediation insurance.

Based on the findings of our investigation, regardless of coverage determination, our recommendations are as follows:

General Recommendations

1. Until remediation is completed, restrict access to the residence for those who are hypersensitive/allergic to mold spores, immunocompromised, or under the age of seven. Efforts to prevent exposure risk even to healthy individuals should be implemented by restricting access to the residence.
2. Ensure that all leaks or other sources of water intrusion into the subject residence have been sufficiently controlled, since control of the source(s) of moisture is the first step that must occur in remediation of the problem. We recommend that the services of a water intrusion specialist be retained to assist with the identification of all of the sources of abnormal water/moisture intrusion.
3. Based on the findings of our investigation, it is logical to assume that other

areas inside of the residence have been adversely affected by fungal growth and excessive spore contamination as a result of abnormal moisture conditions. The recommendations contained herein can generally be applied to other rooms/areas of the residence for purposes of remediation; however, specific recommendations can only be given if the other rooms/areas are properly investigated.

Work Area Preparation

4. Prior to the remediation process, the heating, ventilation and air-conditioning (HVAC) system(s) should be disabled. Humidity and temperature in the residence must be maintained at appropriate levels throughout the remediation process by the remediation contractor.
5. Isolate the work areas by installing critical barriers at the entry doors to prevent dispersion of fungal spores throughout the remainder of the residence during the remediation process. Critical barriers should be installed on all vents, registers, or any other openings to reduce cross contamination concerns. The critical barriers should consist of no less than a single layer of six mil polyethylene sheeting, secured with contractor grade masking tape or duct tape.
6. Filter the air in the affected rooms/areas during the remediation and decontamination procedures utilizing HEPA-filtered exhaust units. The necessary quantity of HEPA-filtered exhaust units should be capable of changing the air inside of the work area(s) a minimum of four times per hour. Discharge exhaust air outside of the residence during the work (maintain negative pressure inside of work areas). It is important for the contractor to ensure that make-up air is not being drawn into the work areas from contaminated areas of the residence.
7. All workers must wear appropriate personal protective equipment suitable for providing protection against exposure to fungal spores and microbial

VOCs during work-area preparation, remediation, and decontamination activities.

Fungal Remediation and Decontamination

8. Industry guidelines (listed below) recommend that porous items with visible fungal growth be disposed of as mold-contaminated waste. This includes furniture, carpet, linens, and magazines, among others. Porous items that do not have visible fungal growth, but that are in areas of known or assumed fungal spore contamination, can sometimes be decontaminated through processes of laundering, steam cleaning, or repetitive HEPA vacuuming. Please note that, in consideration of the significantly elevated fungal spore concentrations in the Davis residence, we recommend that porous contents of little value be disposed of as mold contaminated waste (preferred method). For items of significant or sentimental value, attempts to decontaminate these items can be made, using specialized cleaning/decontamination procedures. It is our recommendation that you work with the remediation contractor to identify the feasibility of cleaning specific contents as opposed to discarding them.
9. Non-porous items without significant fungal growth can be effectively decontaminated through repetitive cleaning processes involving wet detergent cleaning and HEPA vacuuming. Once again, it is our recommendation that you work with the remediation contractor to identify the feasibility of cleaning specific contents as opposed to discarding them.
10. Contaminated contents cannot be effectively decontaminated inside of a mold-contaminated environment. For this reason, contents selected for decontamination must be removed from the contaminated areas inside of the house to a separate location where they can be decontaminated.
11. All materials exhibiting fungal growth should be removed utilizing proper techniques (e.g., demolition, detergent solution, HEPA vacuums, etc.) by a

properly qualified contractor. Removal should be performed in accordance with industry guidelines, such as IICRC S520, New York City Department of Health,

12. Where visible fungal growth is observed on drywall ceilings and walls, we recommend that the drywall be removed and disposed of as mold-contaminated waste. Removal should continue to a distance of at least two feet beyond any visible fungal growth.
13. Fungal growth located on wood components, such as wall framing, doors, and wood trim, should be removed utilizing proper techniques (e.g., detergent solution, HEPA vacuums, damp sanding, etc.). Where isolated growth is noted on structurally sound wood components, remove growth with a detergent solution and damp sanding and/or damp wire brushing coupled with HEPA vacuuming. It may be more cost effective to replace the contaminated wood components rather than to decontaminate them. This judgment needs to be made by the remediation contractor in conjunction with the homeowner and/or insurance carrier.
14. Following active fungal remediation, the HVAC system(s) must be decontaminated using negative pressure and agitation techniques. Cleaning should be performed in accordance with NADCA standards. Care must be taken by the remediation contractor to ensure that the HVAC system(s) is not re-contaminated following cleaning.
15. All surfaces in the work areas should be thoroughly cleaned following fungal remediation using repetitive processes of HEPA vacuuming and wet cleaning (detergent solution) procedures. This includes HEPA vacuuming and surface wiping of interior walls, floors, furniture, and other items/surfaces in the work area.

Post-Remediation Inspection and Sampling

16. After completion of the remediation and decontamination of the affected areas of the residence, but prior to collection of any post-remediation samples, the affected areas must be visually inspected and certified as clean with no accumulations of dust, debris, and visible fungal growth. This step should be performed first by the remediation contractor and confirmed by an independent industrial hygienist or environmental consultant. No post-remediation samples shall be collected until the affected areas pass a final visual inspection.
17. Do not encapsulate or otherwise obscure the work areas with paint or other coatings prior to completion of the visual inspections.
18. Shut off HEPA-filtered negative air machines at least 24 hours prior to post-remediation air sampling. Filtration is not necessary during this time frame leading up to the post-remediation air sampling.
19. Conduct post-remediation air testing to determine whether the remediation and decontamination efforts have successfully removed the visible fungal growth and normal airborne fungal ecology has been restored in the affected portions of the residence.
20. As with any fungal remediation effort, APEX recommends that non-essential personnel remain outside of the work areas during the remediation activities until results of the post-remediation sampling are satisfactory.

Standard Industry Guidelines – References

As a matter of practice, we recommend that the remediation contractor follow the industry guidelines identified in the following publications for state of the art work practices.

1. American Conference Of Governmental Industrial Hygienists (ACGIH):
Bioaerosols: Assessment and Control (#3180);

2. Guidelines on Assessment and Remediation of Fungi in Indoor Environments, New York City Department of Health – latest version;
3. IICRC S520 – Mold Remediation Standard – latest version;
4. Mold Remediation in Schools and Commercial Buildings, EPA, Document No. EPA 402-K-01-001, March 2001; and,
5. Texas Mold Assessment and Remediation Rules (ref: Texas Administrative Code, specifically 25 TAC §§295.301-295.338).

9.0 CONDITIONS AND LIMITATIONS

Air sampling results are limited in that they represent airborne concentrations at the time of sample collection only. Changes in operating procedures, ventilation, temperature, occupancy, equipment, sources, products used, and other conditions may cause variations in anticipated airborne concentrations. The similar is true for surface growth and contamination.

APEX has performed the tasks set forth above in a thorough and professional manner consistent with industry standards and under supervision of a certified professional. APEX cannot guarantee and does not warrant that this limited assessment has revealed all adverse environmental conditions affecting the site nor can APEX warrant that the assessment requested will satisfy the dictates of, or provide a legal defense in connection with, environmental laws or regulations.

The results reported and any opinions reached by APEX are for the benefit of the client. The results and opinions set forth by APEX in its report will be valid as of the date of the

report. APEX assumes no obligation to advise you of any changes that may be later brought to our attention.

APPENDIX A
ANALYTICAL RESULTS



APEX ENVIRONMENTAL CONSULTANTS, INC.

14955 W. 101st Terrace • Lenexa, Kansas 66215 • Tel: (913) 338-2739 • Fax: (913) 338-2741

Sample Chain of Custody

Project Name: [REDACTED] Residence, 501 N. Tara Lane – Wichita, Kansas Sample Date: January 19, 2009 Page: 1 of 1
 Contact: Chris Frey Project #: 90021i

| Sample ID | Location Description | Sample Type | Flow Rate/Time | Total Volume/Area | Notes |
|-----------|--|-------------|--------------------|-------------------|---------------|
| ST-01 | Center of Orange Master Bedroom | Spore Trap | 15.0 L/min – 5 min | 75 Liters | |
| T-02 | East Wall in Orange Master Bedroom | Tape | N/A | N/A | On Wallpaper |
| T-03 | South Wall in Orange Master Bedroom | Tape | N/A | N/A | On Suede Wall |
| ST-04 | Center of Main Basement Living Area | Spore Trap | 15.0 L/min – 5 min | 75 Liters | |
| ST-05 | Center of Mirrored Basement Bedroom | Spore Trap | 15.0 L/min – 5 min | 75 Liters | |
| ST-06 | Center of Exercise Room - Basement | Spore Trap | 15.0 L/min – 5 min | 75 Liters | |
| ST-07 | Exterior Control Sample – East Side of House | Spore Trap | 15.0 L/min – 5 min | 75 Liters | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Additional Instructions:

- > Standard Turnaround
- > E-mail results to: cfrey@4apex.com, ariemann@4apex.com
- > Please include MoldSTAT supplementary report for Kansas
- > Send invoice to: Accts. Payable, APEX Environmental Consultants

Relinquished By: **- COPY** _____ Date: _____ Received by: **COPY** _____ Date: _____
 Relinquished By: _____ Date: _____ Received by: _____ Date: _____
 Relinquished By: _____ Date: _____ Received by: _____ Date: _____



EMLab P&K

Report for:

Mr. Chris Frey
Apex Environmental Consultants, Inc.
14955 W. 101 Terrace
Lenexa, KS 66215

Regarding: Project: 900211; [REDACTED] Residence, 5001 N. Tara Lane- Wichita, Kansas
EML ID: 506124

Approved by:

Lab Manager
Christine Meyer

Dates of Analysis:
Direct microscopic exam (Qualitative): 01-22-2009
Spore trap analysis: 01-22-2009

Project SOPs: Direct microscopic exam (Qualitative) (1100005), Spore trap analysis (1100000)

This coversheet is included with your report in order to comply with AIHA and ISO accreditation requirements.

For clarity, we report the number of significant digits as calculated; but, due to the nature of this type of biological data, the number of significant digits that is used for interpretation should generally be one or two. All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. Due to the nature of the analyses performed, field blank corrections of results is not a standard practice. The results relate only to the items tested.

EMLab P&K ("the Company") shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Document Number: 200091 - Revision Number: 5

Client: Apex Environmental Consultants, Inc.
C/O: ██████████
Re: 90021i; ██████████ Residence, 5001 N. Tara Lane-
Wichita, Kansas

Date of Sampling: 01-19-2009
Date of Receipt: 01-21-2009
Date of Report: 01-22-2009

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

| Location: | 1: ST-01 Center Of Orange Master Bedroom | | 2: ST-04 Center Of Main Basement Living Area | | 3: ST-05 Center Of Mirrored Basement Bedroom | | 4: ST-06 Center Of Exercise Room- Basement | | 5: ST-07 Exterior Control Sample East Side Of House | |
|---------------------------------|--|---------------|--|---------------|--|---------------|--|---------------|---|------------|
| Comments (see below) | None | | None | | None | | None | | None | |
| Lab ID-Version‡: | 2237248-1 | | 2237249-1 | | 2237250-1 | | 2237251-1 | | 2237252-1 | |
| | raw ct. | spores/m3 | raw ct. | spores/m3 | raw ct. | spores/m3 | raw ct. | spores/m3 | raw ct. | spores/m3 |
| Alternaria | 1 | 13 | 2 | 27 | 5 | 67 | 2 | 27 | 2 | 27 |
| Arthrinium | | | | | | | | | | |
| Ascospores* | | | | | 1 | 53 | | | | |
| Aureobasidium | | | | | | | | | | |
| Basidiospores* | | | | | | | 1 | 53 | 1 | 53 |
| Bipolaris/Drechslera group | | | | | | | | | | |
| Botrytis | | | | | | | | | | |
| Chaetomium | 8 | 110 | 5 | 67 | 2 | 27 | 1 | 13 | | |
| Cladosporium | 1 | 53 | 11 | 590 | 3 | 160 | 4 | 210 | | |
| Curvularia | | | | | | | | | | |
| Epicoccum | | | | | | | | | | |
| Fusarium | | | | | | | | | | |
| Myrothecium | | | | | | | | | | |
| Nigrospora | | | | | | | | | | |
| Other colorless | | | | | | | | | | |
| Penicillium/Aspergillus types† | 209 | 11,000 | 234 | 62,000 | 235 | 63,000 | 268 | 71,000 | 4 | 210 |
| Pithomyces | 1 | 13 | | | 1 | 13 | | | | |
| Rusts* | | | 2 | 27 | | | 2 | 27 | | |
| Smuts*, Periconia, Myxomycetes* | 5 | 67 | 5 | 67 | 6 | 80 | 4 | 53 | 3 | 40 |
| Stachybotrys | | | | | | | | | | |
| Stemphylium | | | | | | | | | | |
| Torula | | | | | | | | | | |
| Ulocladium | | | | | | | | | | |
| Zygomycetes | | | | | | | | | | |
| Background debris (1-4+)†† | 3+ | | 3+ | | 3+ | | 3+ | | 3+ | |
| Sample volume (liters) | 75 | | 75 | | 75 | | 75 | | 75 | |
| § TOTAL SPORE/m3 | | 11,000 | | 63,000 | | 63,000 | | 72,000 | | 330 |

Comments:

* Most of these spore types are not seen with culturable methods (Andersen sampling), although some may appear as non-sporulating fungi. Most of the basidiospores are "mushroom" spores while the rusts and smuts are plant pathogens.
† The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods. Also, some species with very small spores are easily missed, and may be undercounted.
†† Background debris indicates the amount of non-biological particulate matter present on the trace (dust in the air) and the resulting visibility for the analyst. It is rated from 1+ (low) to 4+ (high). Counts from areas with 4+ background debris should be regarded as minimal counts and may be higher than reported. It is important to account for samples volumes when evaluating dust levels.
The Limit of Detection is the product of a raw count of 1 and 100 divided by the percent read. The analytical sensitivity (counts/m3) is the product of the Limit of Detection and 1000 divided by the sample volume.
‡ A "Version" greater than 1 indicates amended data.
§ Total Spores/m3 has been rounded to two significant figures to reflect analytical precision.
TestAmerica Environmental Microbiology Laboratory, Inc.

Client: Apex Environmental Consultants, Inc.
 C/O: ██████████
 Re: 900211; ██████████ Residence, 5001 N. Tara Lane-
 Wichita, Kansas

Date of Sampling: 01-19-2009
 Date of Receipt: 01-21-2009
 Date of Report: 01-22-2009

MoldRANGE™: Extended Outdoor Comparison

Outdoor Location: 5, ST-07 Exterior Control Sample- East Side Of House

| Fungi Identified | Outdoor data | Typical Outdoor Data by Date† | | | | Typical Outdoor Data by Location‡ | | | |
|--|--------------|-------------------------------|-----|--------|--------|-----------------------------------|-------|--------|--------|
| | | Month: January | | | | State: KS | | | |
| | spores/m3 | low | med | high | freq % | low | med | high | freq % |
| Generally able to grow indoors* | | | | | | | | | |
| Alternaria | 27 | 7 | 13 | 170 | 31 | 13 | 93 | 960 | 71 |
| Bipolaris/Drechslera group | - | 7 | 13 | 200 | 11 | 7 | 13 | 290 | 25 |
| Chaetomium | - | 7 | 13 | 160 | 7 | 7 | 13 | 160 | 8 |
| Cladosporium | - | 27 | 270 | 4,800 | 88 | 53 | 1,300 | 18,000 | 96 |
| Curvularia | - | 7 | 17 | 450 | 10 | 7 | 25 | 280 | 25 |
| Nigrospora | - | 7 | 13 | 170 | 9 | 7 | 13 | 120 | 28 |
| Penicillium/Aspergillus types | 210 | 27 | 160 | 2,200 | 82 | 27 | 270 | 3,100 | 86 |
| Stachybotrys | - | 7 | 13 | 580 | 2 | 7 | 13 | 650 | 3 |
| Torula | - | 7 | 13 | 170 | 5 | 7 | 27 | 200 | 18 |
| Seldom found growing indoors** | | | | | | | | | |
| Ascospores | - | 13 | 110 | 2,200 | 63 | 13 | 330 | 8,500 | 83 |
| Basidiospores | 53 | 13 | 270 | 10,000 | 86 | 20 | 550 | 22,000 | 92 |
| Rusts | - | 7 | 13 | 200 | 10 | 7 | 27 | 390 | 29 |
| Smuts, Periconia, Myxomycetes | 40 | 7 | 27 | 280 | 54 | 13 | 80 | 1,500 | 79 |
| TOTAL SPORES/M3 | 330 | | | | | | | | |

† The Typical Outdoor Data by Date represents the typical outdoor spore levels across North America for the month indicated. The last column represents the frequency of occurrence. The low, medium, and high values represent the 2.5, 50, and 97.5 percentile values of the spore type when it is detected. For example, if the frequency of occurrence is 63% and the low value is 53, it would mean that the given spore type is detected 63% of the time and, when detected, 2.5% of the time it is present in levels above the detection limit and below 53 spores/m³. These values are updated periodically, and if enough data is not available to make a statistically meaningful assessment, it is indicated with a dash.

‡ The Typical Outdoor Data by Location represents the typical outdoor spore levels for the region indicated for the entire year. As with the Typical Outdoor Data by Date, the four columns represent the frequency of occurrence and the typical low, medium, and high concentration values for the spore type indicated. These values are updated periodically, and if enough data is not available to make a statistically meaningful assessment, it is indicated with a dash.

*The spores in this category are generally capable of growing on wet building materials in addition to growing outdoors. Building related growth is dependent upon the fungal type, moisture level, type of material, and other factors. *Cladosporium* is one of the predominant spore types worldwide and is frequently present in high numbers. *Penicillium/Aspergillus* species colonize both outdoor and indoor wet surfaces rapidly and are very easily dispersed. Other genera are usually present in lesser numbers.

**These fungi are generally not found growing on wet building materials. For example, the rusts and smuts are obligate plant pathogens. However, in each group there are notable exceptions. For example, agents of wood decay are members of the basidiomycetes and high counts of a single morphological type of basidiospore on an inside sample should be considered significant.

Interpretation of the data contained in this report is left to the client or the persons who conducted the field work. This report is provided for informational and comparative purposes only and should not be relied upon for any other purpose. "Typical outdoor data" are based on the results of the analysis of samples delivered to and analyzed by EMLab P&K and assumptions regarding the origins of those samples. Sampling techniques, contaminants infecting samples, unrepresentative samples and other similar or dissimilar factors may affect these results. In addition, EMLab P&K may not have received and tested a representative number of samples for every region or time period. EMLab P&K hereby disclaims any liability for any and all direct, indirect, punitive, incidental, special or consequential damages arising out of the use or interpretation of the data contained in, or any actions taken or omitted in reliance upon, this report.

EMLab P&K
 1746 Cole Blvd., Bldg 21, Suite 225, Lakewood, CO 80401-3210
 (800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Apex Environmental Consultants, Inc.
 C/O: Mr. Chris Frey
 Re: 90021i; Davis Residence, 5001 N. Tara Lane-
 Wichita, Kansas

Date of Sampling: 01-19-2009
 Date of Receipt: 01-21-2009
 Date of Report: 01-22-2009

MoldSTAT™: Supplementary Statistical Spore Trap Report

Outdoor Summary: 5: ST-07 Exterior Control Sample- East Side Of House

| Species detected | Outdoor sample spores/m3 | | | | Typical outdoor ranges (North America) | Freq. % |
|-------------------------------|----------------------------------|----|-----|-------|---|------------|
| | <100 | 1K | 10K | >100K | | |
| Alternaria | [Bar chart showing distribution] | | | | 7 - 27 - 400 | 53 |
| Ascospores | [Bar chart showing distribution] | | | | 13 - 160 - 4,400 | 76 |
| Basidiospores | [Bar chart showing distribution] | | | | 13 - 320 - 15,000 | 92 |
| Cladosporium | [Bar chart showing distribution] | | | | 27 - 530 - 8,900 | 94 |
| Penicillium/Aspergillus types | [Bar chart showing distribution] | | | | 27 - 210 - 2,500 | 82 |
| Smuts, Periconia, Myxomycetes | [Bar chart showing distribution] | | | | 7 - 40 - 830 | 69 |
| Total | [Bar chart showing distribution] | | | | | |

The "Typical outdoor ranges" and "Freq. %" columns show the typical low, medium, and high spore counts per cubic meter and the frequency of occurrence for the given spore type. The low, medium, and high values represent the 2.5, 50, and 97.5 percentile values when the spore type is detected. For example, if the low value is 53 and the frequency of occurrence is 63%, it would mean that we typically detect the given spore type on 63 percent of all outdoor samples and, when detected, 2.5% of the time it is present in levels below 53 spores/m3.

Indoor Samples

Location: 1: ST-01 Center Of Orange Master Bedroom

| % of outdoor total spores/m3 | Friedman chi-square* (indoor variation) | Agreement ratio** (indoor/outdoor) | Spearman rank correlation*** (indoor/outdoor) | MoldSCORE**** (indoor/outdoor) | |
|-------------------------------|--|------------------------------------|--|--------------------------------|---------------|
| Result: 3410% | dF: 3 Result: 1.9000 Critical value: 7.8147 Inside Similar: Yes | Result: 0.6000 | dF: 7 Result: 0.1518 Critical value: 0.6786 Outside Similar: No | Score: 300 Result: High | |
| Species Detected | Spores/m3 | | | | |
| | <100 | 1K | 10K | >100K | |
| Alternaria | [Bar chart showing distribution] | | | | 13 |
| Chaetomium | [Bar chart showing distribution] | | | | 110 |
| Cladosporium | [Bar chart showing distribution] | | | | 53 |
| Penicillium/Aspergillus types | [Bar chart showing distribution] | | | | 11,000 |
| Pithomyces | [Bar chart showing distribution] | | | | 13 |
| Smuts, Periconia, Myxomycetes | [Bar chart showing distribution] | | | | 67 |
| Total | [Bar chart showing distribution] | | | | 11,256 |

EMLab P&K
 1746 Cole Blvd., Bldg 21, Suite 225, Lakewood, CO 80401-3210
 (800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Apex Environmental Consultants, Inc.
 C/O: ██████████
 Re: 90021i; ██████████ Residence, 5001 N. Tara Lane-
 Wichita, Kansas

Date of Sampling: 01-19-2009
 Date of Receipt: 01-21-2009
 Date of Report: 01-22-2009

MoldSTAT™: Supplementary Statistical Spore Trap Report
Location: 2: ST-04 Center Of Main Basement Living Area

| % of outdoor total spores/m3 | Friedman chi-square* (indoor variation) | Agreement ratio** (indoor/outdoor) | Spearman rank correlation*** (indoor/outdoor) | MoldSCORE**** (indoor/outdoor) | |
|------------------------------|--|------------------------------------|--|--------------------------------|--------|
| Result: 19023% | dF: 3 Result: 1.9000 Critical value: 7.8147 Inside Similar: Yes | Result: 0.6000 | dF: 7 Result: 0.1071 Critical value: 0.6786 Outside Similar: No | Score: 300 Result: High | |
| Species Detected | | Spores/m3 | | | |
| | | <100 | 1K | 10K | >100K |
| | Alternaria | | | | 27 |
| | Chaetomium | | | | 67 |
| | Cladosporium | | | | 590 |
| | Penicillium/Aspergillus types | | | | 62,000 |
| | Rusts | | | | 27 |
| | Smuts, Periconia, Myxomycetes | | | | 67 |
| | Total | | | | 62,778 |

Location: 3: ST-05 Center Of Mirrored Basement Bedroom

| % of outdoor total spores/m3 | Friedman chi-square* (indoor variation) | Agreement ratio** (indoor/outdoor) | Spearman rank correlation*** (indoor/outdoor) | MoldSCORE**** (indoor/outdoor) | |
|------------------------------|--|------------------------------------|--|--------------------------------|--------|
| Result: 19212% | dF: 3 Result: 1.9000 Critical value: 7.8147 Inside Similar: Yes | Result: 0.5455 | dF: 8 Result: 0.2976 Critical value: 0.6190 Outside Similar: No | Score: 300 Result: High | |
| Species Detected | | Spores/m3 | | | |
| | | <100 | 1K | 10K | >100K |
| | Alternaria | | | | 67 |
| | Ascospores | | | | 53 |
| | Chaetomium | | | | 27 |
| | Cladosporium | | | | 160 |
| | Penicillium/Aspergillus types | | | | 63,000 |
| | Pithomyces | | | | 13 |
| | Smuts, Periconia, Myxomycetes | | | | 80 |
| | Total | | | | 63,400 |

EMLab P&K
 1746 Cole Blvd., Bldg 21, Suite 225, Lakewood, CO 80401-3210
 (800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Apex Environmental Consultants, Inc.
 C/O: ██████████
 Re: 90021i; ██████ Residence, 5001 N. Tara Lane-
 Wichita, Kansas

Date of Sampling: 01-19-2009
 Date of Receipt: 01-21-2009
 Date of Report: 01-22-2009

MoldSTAT™: Supplementary Statistical Spore Trap Report

Location: 4: ST-06 Center Of Exercise Room- Basement

| % of outdoor total spores/m3 | Friedman chi-square* (indoor variation) | Agreement ratio** (indoor/outdoor) | Spearman rank correlation*** (indoor/outdoor) | MoldSCORE**** (indoor/outdoor) | |
|------------------------------|--|------------------------------------|--|--------------------------------|---------------|
| Result: 21631% | dF: 3 Result: 1.9000 Critical value: 7.8147 Inside Similar: Yes | Result: 0.7273 | dF: 7 Result: 0.6071 Critical value: 0.6786 Outside Similar: No | Score: 300 Result: High | |
| Species Detected | | Spores/m3 | | | |
| | | <100 | 1K | 10K | >100K |
| | Alternaria | | | | 27 |
| | Basidiospores | | | | 53 |
| | Chaetomium | | | | 13 |
| | Cladosporium | | | | 210 |
| | Penicillium/Aspergillus types | | | | 71,000 |
| | Rusts | | | | 27 |
| | Smuts, Periconia, Myxomycetes | | | | 53 |
| | Total | | | | 71,383 |

* The Friedman chi-square statistic is a non-parametric test that examines variation in a set of data (in this case, all indoor spore counts). The null hypothesis (H0) being tested is that there is no meaningful difference in the data for all indoor locations. The alternative hypothesis (used if the test disproves the null hypothesis) is that there is a difference between the indoor locations. The null hypothesis is rejected when the result of the test is greater than the critical value. The critical value that is displayed is based on the degrees of freedom (dF) of the test and a significance level of 0.05.

** An agreement ratio is a simple method for assessing the similarity of two samples (in this case the indoor sample and the outdoor summary) based on the spore types present. A score of one indicates that the types detected in one location are the same as that in the other. A score of zero indicates that none of the types detected indoors are present outdoors. Typically, an agreement of 0.8 or higher is considered high.

*** The Spearman rank correlation is a non-parametric test that examines correlation between two sets of data (in this case the indoor location and the outdoor summary). The null hypothesis (H0) being tested is that the indoor and outdoor samples are unrelated. The alternative hypothesis (used if the test disproves the null hypothesis) is that the samples are similar. The null hypothesis is rejected when the result of the test is greater than the critical value. The critical value that is displayed is based on the degrees of freedom (dF) of the test and a significance level of 0.05.

**** MoldSCORE™ is a specialized method for examining air sampling data. It is a score between 100 and 300, with 100 indicating a greater likelihood that the airborne indoor spores originated from the outside, and 300 indicating a greater likelihood that they originated from an inside source. The Result displayed is based on the numeric score given and will be either Low, Medium, or High, indicating a low, medium, or high likelihood that the spores detected originated from an indoor source. EMLab P&K reserves the right to, and may at anytime, modify or change the MoldScore algorithm without notice.

Interpretation of the data contained in this report is left to the client or the persons who conducted the field work. This report is provided for informational and comparative purposes only and should not be relied upon for any other purpose. "Typical outdoor ranges" are based on the results of the analysis of samples delivered to and analyzed by EMLab P&K and assumptions regarding the origins of those samples. Sampling techniques, contaminants infecting samples, unrepresentative samples and other similar or dissimilar factors may affect these results. With the statistical analysis provided, as with all statistical comparisons and analyses, false-positive and false-negative results can and do occur. EMLab P&K hereby disclaims any liability for any and all direct, indirect, punitive, incidental, special or consequential damages arising out of the data contained in, or any actions taken or omitted in reliance upon, this report.

EMLab P&K
1746 Cole Blvd., Bldg 21, Suite 225, Lakewood, CO 80401-3210
(800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Apex Environmental Consultants, Inc.
C/O: ██████████
Re: 90021i; ██████████ Residence, 5001 N. Tara Lane-
Wichita, Kansas

Date of Sampling: 01-19-2009
Date of Receipt: 01-21-2009
Date of Report: 01-22-2009

MoldSCORE™: Spore Trap Report

Outdoor Sample: 5 ST-07 Exterior Control Sample- East Side Of House

| Fungi Identified | Outdoor sample spores/m3 | | | | Raw count | Spores/m3 |
|--|--------------------------|----|-----|-------|-----------|------------|
| | <100 | 1K | 10K | >100K | | |
| Generally able to grow indoors* | | | | | | |
| Alternaria | | | | | 2 | 27 |
| Bipolaris/Drechslera group | | | | | ND | < 13 |
| Chaetomium | | | | | ND | < 13 |
| Cladosporium | | | | | ND | < 13 |
| Curvularia | | | | | ND | < 13 |
| Nigrospora | | | | | ND | < 13 |
| Penicillium/Aspergillus types† | | | | | 4 | 210 |
| Stachybotrys | | | | | ND | < 13 |
| Torula | | | | | ND | < 13 |
| Seldom found growing indoors** | | | | | | |
| Ascospores†† | | | | | ND | < 13 |
| Basidiospores†† | | | | | 1 | 53 |
| Rusts | | | | | ND | < 13 |
| Smuts, Periconia, Myxomycetes†† | | | | | 3 | 40 |
| Total | | | | | | 330 |

Location: 1 ST-01 Center Of Orange Master Bedroom

| Fungi Identified | Indoor sample spores/m3 | | | | Raw count | Spores/m3 |
|--|-------------------------|----|-----|-------|-----------|---------------|
| | <100 | 1K | 10K | >100K | | |
| Generally able to grow indoors* | | | | | | |
| Alternaria | | | | | 1 | 13 |
| Bipolaris/Drechslera group | | | | | ND | < 13 |
| Chaetomium | | | | | 8 | 110 |
| Cladosporium | | | | | 1 | 53 |
| Curvularia | | | | | ND | < 13 |
| Nigrospora | | | | | ND | < 13 |
| Penicillium/Aspergillus types† | | | | | 209 | 11,000 |
| Pithomyces | | | | | 1 | 13 |
| Stachybotrys | | | | | ND | < 13 |
| Torula | | | | | ND | < 13 |
| Seldom found growing indoors** | | | | | | |
| Ascospores†† | | | | | ND | < 13 |
| Basidiospores†† | | | | | ND | < 13 |
| Rusts | | | | | ND | < 13 |
| Smuts, Periconia, Myxomycetes†† | | | | | 5 | 67 |
| Total | | | | | | 11,256 |

| MoldSCORE‡ | | | |
|------------------------|-----|-----|------------|
| 100 | 200 | 300 | Score |
| | | | |
| | | | 104 |
| | | | 100 |
| | | | 246 |
| | | | 103 |
| | | | 100 |
| | | | 100 |
| | | | 300 |
| | | | 105 |
| | | | 100 |
| | | | 100 |
| | | | |
| | | | 100 |
| | | | 100 |
| | | | 100 |
| | | | 112 |
| Final MoldSCORE | | | 300 |

Client: Apex Environmental Consultants, Inc.
 C/O: ██████████
 Re: 90021li ██████████ Residence, 5001 N. Tara Lane-
 Wichita, Kansas

Date of Sampling: 01-19-2009
 Date of Receipt: 01-21-2009
 Date of Report: 01-22-2009

MoldSCORE™: Spore Trap Report

Location: 2 ST-04 Center Of Main Basement Living Area

| Fungi Identified | Indoor sample spores/m3 | | | | Raw count | Spores/m3 | MoldSCORE‡ | | |
|--|-------------------------|----|-----|-------|-----------|---------------|------------|-----|----------------------------|
| | <100 | 1K | 10K | >100K | | | 100 | 200 | 300 |
| Generally able to grow indoors* | | | | | | | | | |
| Alternaria | | | | | 2 | 27 | | | 109 |
| Bipolaris/Drechslera group | | | | | ND | < 13 | | | 100 |
| Chaetomium | | | | | 5 | 67 | | | 199 |
| Cladosporium | | | | | 11 | 590 | | | 137 |
| Curvularia | | | | | ND | < 13 | | | 100 |
| Nigrospora | | | | | ND | < 13 | | | 100 |
| Penicillium/Aspergillus types† | | | | | 234 | 62,000 | | | 300 |
| Stachybotrys | | | | | ND | < 13 | | | 100 |
| Torula | | | | | ND | < 13 | | | 100 |
| Seldom found growing indoors** | | | | | | | | | |
| Ascospores†† | | | | | ND | < 13 | | | 100 |
| Basidiospores†† | | | | | ND | < 13 | | | 100 |
| Rusts | | | | | 2 | 27 | | | 111 |
| Smuts, Periconia, Myxomycetes†† | | | | | 5 | 67 | | | 112 |
| Total | | | | | | 62,778 | | | Final MoldSCORE 300 |

Location: 3 ST-05 Center Of Mirrored Basement Bedroom

| Fungi Identified | Indoor sample spores/m3 | | | | Raw count | Spores/m3 | MoldSCORE‡ | | |
|--|-------------------------|----|-----|-------|-----------|---------------|------------|-----|----------------------------|
| | <100 | 1K | 10K | >100K | | | 100 | 200 | 300 |
| Generally able to grow indoors* | | | | | | | | | |
| Alternaria | | | | | 5 | 67 | | | 125 |
| Bipolaris/Drechslera group | | | | | ND | < 13 | | | 100 |
| Chaetomium | | | | | 2 | 27 | | | 143 |
| Cladosporium | | | | | 3 | 160 | | | 110 |
| Curvularia | | | | | ND | < 13 | | | 100 |
| Nigrospora | | | | | ND | < 13 | | | 100 |
| Penicillium/Aspergillus types† | | | | | 235 | 63,000 | | | 300 |
| Pithomyces | | | | | 1 | 13 | | | 105 |
| Stachybotrys | | | | | ND | < 13 | | | 100 |
| Torula | | | | | ND | < 13 | | | 100 |
| Seldom found growing indoors** | | | | | | | | | |
| Ascospores†† | | | | | 1 | 53 | | | 121 |
| Basidiospores†† | | | | | ND | < 13 | | | 100 |
| Rusts | | | | | ND | < 13 | | | 100 |
| Smuts, Periconia, Myxomycetes†† | | | | | 6 | 80 | | | 115 |
| Total | | | | | | 63,400 | | | Final MoldSCORE 300 |

Client: Apex Environmental Consultants, Inc.
 C/O: [REDACTED]
 Re: 90021i; [REDACTED] Residence, 5001 N. Tara Lane-
 Wichita, Kansas

Date of Sampling: 01-19-2009
 Date of Receipt: 01-21-2009
 Date of Report: 01-22-2009

MoldSCORE™: Spore Trap Report

Location: 4 ST-06 Center Of Exercise Room- Basement

| Fungi Identified | Indoor sample spores/m3 | | | | Raw count | Spores/m3 | MoldSCORE‡ | | | |
|--|-------------------------|----|-----|-------|-----------|---------------|------------------------|-----|-----|------------|
| | <100 | 1K | 10K | >100K | | | 100 | 200 | 300 | Score |
| Generally able to grow indoors* | | | | | | | | | | |
| Alternaria | [Grid] | | | | 2 | 27 | [Grid] | | | 109 |
| Bipolaris/Drechslera group | [Grid] | | | | ND | < 13 | [Grid] | | | 100 |
| Chaetomium | [Grid] | | | | 1 | 13 | [Grid] | | | 121 |
| Cladosporium | [Grid] | | | | 4 | 210 | [Grid] | | | 113 |
| Curvularia | [Grid] | | | | ND | < 13 | [Grid] | | | 100 |
| Nigrospora | [Grid] | | | | ND | < 13 | [Grid] | | | 100 |
| Penicillium/Aspergillus types† | [Grid] | | | | 268 | 71,000 | [Grid] | | | 300 |
| Stachybotrys | [Grid] | | | | ND | < 13 | [Grid] | | | 100 |
| Torula | [Grid] | | | | ND | < 13 | [Grid] | | | 100 |
| Seldom found growing indoors** | | | | | | | | | | |
| Ascospores†† | [Grid] | | | | ND | < 13 | [Grid] | | | 100 |
| Basidiospores†† | [Grid] | | | | 1 | 53 | [Grid] | | | 105 |
| Rusts | [Grid] | | | | 2 | 27 | [Grid] | | | 111 |
| Smuts, Periconia, Myxomycetes†† | [Grid] | | | | 4 | 53 | [Grid] | | | 109 |
| Total | | | | | | 71,383 | Final MoldSCORE | | | 300 |

*The spores in this category are generally capable of growing on wet building materials in addition to growing outdoors. Building related growth is dependent upon the fungal type, moisture level, type of material, and other factors. *Cladosporium* is one of the predominant spore types worldwide and is frequently present in high numbers. *Penicillium/Aspergillus* species colonize both outdoor and indoor wet surfaces rapidly and are very easily dispersed. Other genera are usually present in lesser numbers.

**These fungi are generally not found growing on wet building materials. For example, the rusts and smuts are obligate plant pathogens. However, in each group there are notable exceptions. For example, agents of wood decay are members of the basidiomycetes and high counts of a single morphological type of basidiospore on an inside sample should be considered significant.

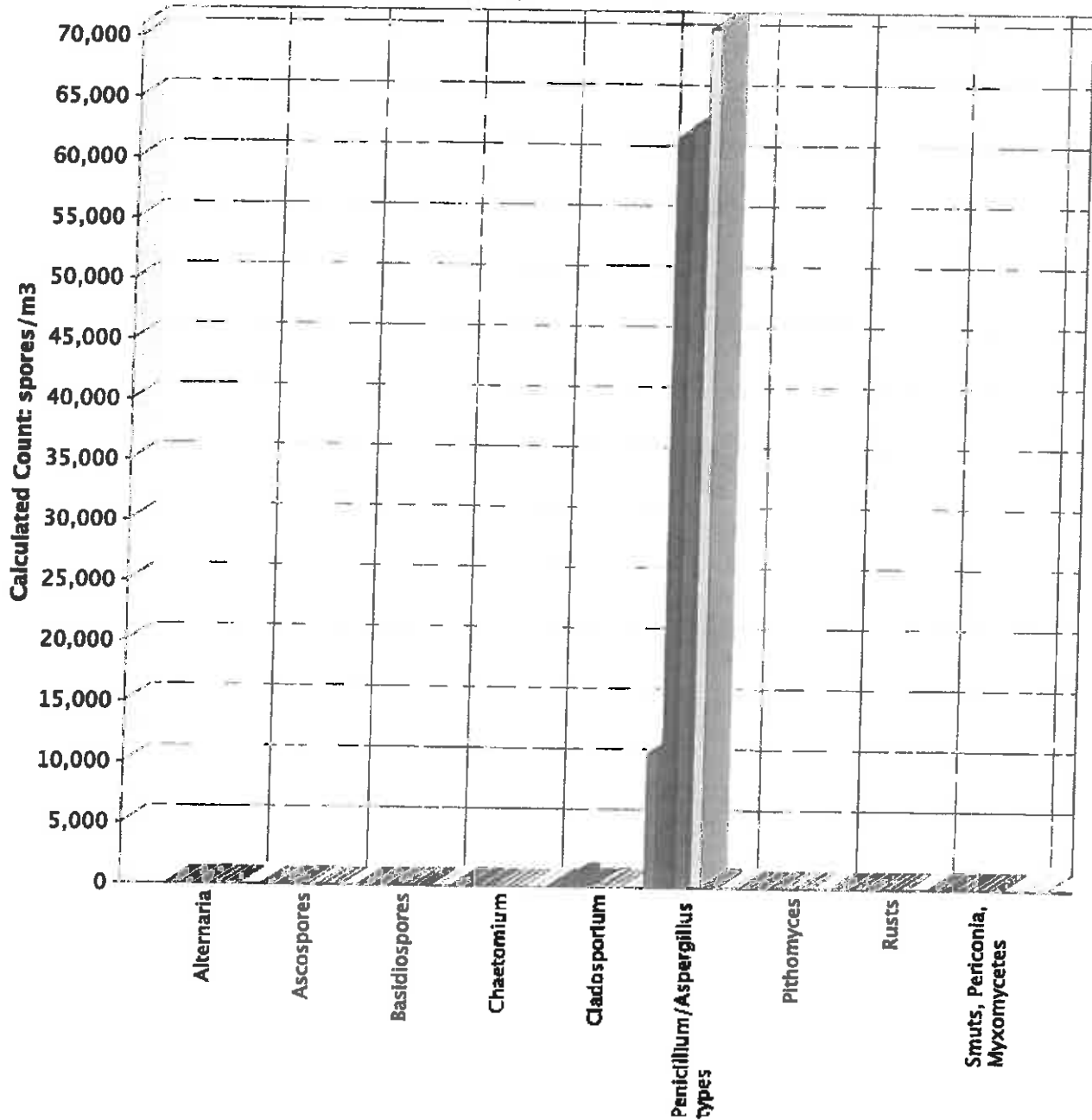
†The spores of *Aspergillus* and *Penicillium* (and others such as *Acremonium*, *Paecilomyces*) are small and round with very few distinguishing characteristics. They cannot be differentiated by non-viable sampling methods.

††Most of these spore types are not seen with culturable methods (Anderson sampling), although some may appear as non-sporulating fungi. Most of the basidiospores are "mushroom" spores.

‡Rated on a scale from 100 to 300. A rating less than 150 is low and indicates a low probability of spores originating inside. A rating greater than 250 is high and indicates a high probability that the spores originated from inside, presumably from indoor mold growth. A rating between 150 and 250 indicates a moderate likelihood of indoor fungal growth. MoldSCORE is NOT intended for wall cavity samples. It is intended for ambient air samples in residences. Using the analysis on other samples (like wall cavity samples) will lead to misleading results.

SPORE TRAP REPORT: NON-VIABLE METHODOLOGY

- 1: ST-01 Center Of Orange Master Bedroom
- 2: ST-04 Center Of Main Basement Living Area
- 3: ST-05 Center Of Mirrored Basement Bedroom
- 4: ST-06 Center Of Exercise Room- Basement
- 5: ST-07 Exterior Control Sample- East Side Of House



Comments:

Note: Graphical output may understate the importance of certain "marker" genera.
TestAmerica Environmental Microbiology Laboratory, Inc.

EMLab P&K
 1746 Cole Blvd., Bldg 21, Suite 225, Lakewood, CO 80401-3210
 (800) 651-4802 Fax (623) 780-7695 www.emlab.com

Client: Apex Environmental Consultants, Inc.
 C/O: [REDACTED]
 Re: 90021i; [REDACTED] Residence, 5001 N. Tara Lane-
 Wichita, Kansas

Date of Sampling: 01-19-2009
 Date of Receipt: 01-21-2009
 Date of Report: 01-22-2009

DIRECT MICROSCOPIC EXAMINATION REPORT
 (Wet Mount)

| Background Debris and/or Description | Miscellaneous Spores Present* | MOLD GROWTH: Molds seen with underlying mycelial and/or sporulating structures† | Other Comments†† | General Impression |
|--|-------------------------------|---|------------------|--------------------|
| Lab ID-Version‡: 2237246-1: Tape sample 6: T-02 East Wall In Orange Master Bedroom | | | | |
| Moderate | Very few | None | None | Normal trapping |
| Lab ID-Version: 2237247-1: Tape sample 7: T-03 South Wall In Orange Master Bedroom | | | | |
| Moderate | Very few | None | None | Normal trapping |

‡ A "Version" greater than 1 indicates amended data.

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

Property Address 501 N Tara Ln, Wichita, KS 67206

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*):

RL X 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*):

EW X 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)

RAM (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.

Sharon Davis 4/3/14
Seller Date
DPDA

Buyer Date

Seller Date
[Signature] 4/3/14
Agent/Licensee Date

Buyer Date

Agent/Licensee Date



Water Well, Lagoon & Septic Ordinance
City of Wichita & Sedgwick County

Property Address: 501 N Tara Ln, Wichita, KS 67206

1. Within the *City of Wichita*, any property with any type of water well must have an inspection when the property is being transferred. The property owner is required to notify the Health Department, 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) it must be sampled as well. An additional sample fee of \$25.00 per sample will be charged. If the well is for irrigation purposes only, the inspection must be conducted; however the water sample is optional. The City of Wichita will bill for the inspection and sample.
2. In *Sedgwick County* (not within the city of Wichita) Code Enforcement charges fees of \$60 for wastewater inspection (Septic/Lagoon), \$50 for Water Well (Drinking/Irrigation), or \$100 for both system inspections. If a water sample is required, it is an additional \$45. Sedgwick County requires payment prior to scheduling inspections.
3. 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 if they are not within 10 feet of main sewer line or within 25 feet of foundation if no termite treatment has occurred or is currently needed.
4. All wastewater septic and lagoon systems must be inspected prior to property transfer. Prior to scheduling septic inspection, the septic tank must be pumped and inspection must be made at the same time of pumping. Please coordinate this inspection with your septic pumping company and the city/county inspector. Lagoon systems do not need pumping prior to transfer; however, an inspection by the Health Department is required.

DOES THE PROPERTY HAVE A WELL? YES _____ NO X

If yes, what type? Irrigation _____ Drinking _____ Other _____

Location of Well: _____

DOES THE PROPERTY HAVE A LAGOON OR SEPTIC SYSTEM? YES _____ NO X

If yes, what type? Septic _____ Lagoon _____

Location of Lagoon/Septic Access: _____

[Signature]
Owner DPD for Norma J. Davis

4/3/14
Date

Owner _____

Date _____

STATE OF KANSAS
 SEDGWICK COUNTY
 FILED FOR RECORD AT
 4:00 P.M.
 MAY 3 1957

NO. 12587
 RUFUS E. DEERING
 REGISTERED PROFESSIONAL SURVEYOR

M. Kealey

PROTECTIVE COVENANTS

THIS DECLARATION, made this 24th day of April, 1957, by the Vickers Testamentary Trustees, hereinafter called the Grantors.

WITNESSETH:

WHEREAS, Grantors are the owners of the real property hereinafter described and are 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 pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

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

Clause I

Definition of Terms

"Building Site" shall mean a minimum of one lot as platted or two or more contiguous lots or portions thereof, upon which a residence may be erected in conformance with the requirements of these covenants.

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

"Grantors" shall mean Vickers Testamentary Trustees, their successors and assigns.

"Improvements" shall mean and include a residence as herein defined, swimming pools, bath houses, green houses, guest houses, or any other structure or building, fences, walls, hedges, mass plantings, exterior antenna and other appurtenances.

"Front and Side Street Building Set-Back Line or Lines" shall mean the minimum distance which a dwelling shall be set back from the front and/or side street lines, respectively, and reference is hereby made to the recorded plat of the First Addition to Vickridge, Wichita, Kansas, for the location of such set-back lines.

"Side Building Site Line" shall mean the boundary or property line dividing two adjoining building sites.

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 set forth in the various clauses and sections of this declaration is located in the County of Sedgwick, State of Kansas, and is more particularly described as follows, to-wit:

All the Lots in the First Addition to Vickridge, Wichita, Kansas, plat of which was recorded on April 15, 1957 at 1:30 o'clock P. M. in the Office of the Register of Deeds of Sedgwick County, Kansas.

No property other than that described above shall be deemed subject to this declaration.

Clause II

General Purpose of Conditions

The real property described in Clause I hereof is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement 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 proportioned improvements and improvements built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property.

A. No building or structure shall be erected, altered, placed or permitted to remain on any building site subject to this declaration other than one new single family residence, for private use, with a private garage and other outbuildings incidental to residential use, provided, however, that Grantors may, in their sole discretion and at their own expense, construct or install decorative entrance treatments, of Grantors' own choice, type and design, on any or all corner lots or building sites located on Rock Road, said entrance treatments to be located within the building set-back lines and confined to the corner of the lot or building site which is common to the applicable street above named and Killarney Court, Tipperary and Cork Streets.

B. For the purposes of these covenants the building sites, or part or parts thereof, shall be deemed to front on the streets designated as follows:

- Lots 1 to 9, both inclusive, Block 1, on Killarney Court.
- Lots 10 to 13, both inclusive, Block 1, on Tipperary.
- Lots 1 to 3, both inclusive, Block 2, on Tipperary.
- Lots 4 to 5, both inclusive, Block 2, on Cork.
- Lots 1 to 3, both inclusive, Block 3, on Dublin.

All residences shall front on the streets as designated above for the lots, provided, however, that with respect to corner building sites or corner lots at the corner of Tipperary and Dublin and Cork and Dublin, the residences may be located on the building site as to present a front appearance on both streets or may be placed diagonally on such building site.

For the purposes of these covenants, the above designated streets shall be considered as front streets and all other streets contiguous to any of such real property shall be considered as side streets.

C. No improvements as herein defined shall be commenced, erected, placed or altered on any premises in said development until the building or other improvement plans, specifications, landscape plan and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to every respect such as, but not limited to, conformity and harmony of external design, including the height of such improvements, with existing structures in the development, as to size and materials of the improvements, location of the improvements on the building site and as to location of the improvements with respect to topography, grade and finished ground elevation, by Grantors; provided, however, that the Grantors, their successors or assigns, shall not be liable in damages to anyone so submitting plans for approval, or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of themselves, their 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 Grantors for approval, by the submitting of such plans and any owner by so acquiring title to any of the property covered hereby, agrees that he or it will not bring any action or suit to recover for any such damages against the Grantors. In the event Grantors fail to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to them, this covenant will be deemed to have been fully complied with.

D. No residence on Tipperary, Dublin and Cork Streets shall contain less than 2000 square feet of enclosed first floor area. No residence on Killarney Court shall contain less than 3000 square feet of enclosed first floor area. The words "enclosed floor area" as used herein, shall mean and include in all cases areas enclosed and finished for all-year occupancy and shall not mean or include any areas in basements, garages, porches or attics. The square footage requirement will be arrived at by using the outside dimensions of the residence. Grantors hereby reserve the right to reduce or increase any of the floor area requirements set forth above; provided, such total reduction or increase for any one residence may not exceed fifteen (15%) per cent of such minimum floor area requirements for such residence.

E. Each residence shall comply with the minimum front, back and side set-back requirements as shown on the recorded plat of the land covered hereby, and as herein provided. No residence, including attached garages, breezeways, ellis and porches shall occupy more than seventy (70%) per cent of the width of the building site on which it is erected, measured in each case on the front street building set-back lines, except with written consent of the Grantors. Such residence shall still be located at least twenty (20') feet from the side building site line or lines and within the side street building set-back line if contiguous to a side street and at least twenty (20') feet from the back property line. Grantors shall have and do hereby reserve the right in the sale and conveyance of any of said lots, to change any of the minimum front, back and side set-back requirements shown on the recorded plat or as provided herein, and may at any time thereafter, with the consent in writing of the then record owners of the fee simple title, to any such lot, change any minimum set-back requirement; provided, however, that no change may be made at any time which will permit the erection or maintenance of any residence on any building site more than fifteen (15') feet nearer or farther from the front street or ten (10') feet nearer or farther from the side street than is the minimum set-back requirement shown on said plat or as provided herein

No residence shall be erected, placed or maintained on any building site which is less than one lot as platted.

- F. No excavations, except such as are necessary for the construction of a residence or improvements shall be permitted on any lot without written permission of the grantors.
- G. No separate outside trash or garbage containers or dispensers shall be allowed on any building site at any time. No trash, ashes, dirt, rock or other refuse may be thrown or dumped on any lot or building site. No building materials of any kind or character shall be placed or stored upon any building site more than thirty (30) days before the commencement of construction of a residence or improvements and then such materials shall be placed within the property lines of the building site upon which they are to be erected and shall not be placed in the street or between the curb and property line.
- H. It is hereby provided that no retail, wholesale, manufacturing or repair business of any kind nor so-called home occupations shall be permitted on any building site or in any residence or appurtenant structure erected thereon, even though this does not include the employment of any additional person or persons in the performance of such services. No activity which may be or become an annoyance or nuisance to the neighborhood, shall be carried on upon any building site or in any residence or appurtenant structures erected thereon.
- I. Prior to completion of the permanent residence no basement or garage 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.
- J. No used, secondhand, or previously erected house or building of any kind can be moved or placed, either in sections or as a whole, upon said land, nor shall any trailer be moved, placed or permitted to remain upon a building site subject to these covenants.
- K. No animals, or poultry, of any kind, other than house pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants, and no house pets shall be bred for commercial purposes.
- L. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted without the consent in writing of the Grantors, provided, however, that permission is hereby granted for the erection and maintenance of not more than one temporary, unlighted, unanimated signboard on each building site as sold and conveyed, which signboard shall not be more than five (5) 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 and improvements thereon, if any.
- M. No fence, wall or hedge or mass planting used as a boundary line shall be placed on any building site without written approval of Grantors. No hedge, shrub, mass planting or tree shall be allowed by the owner to obstruct sight lines at any corner. Vegetation on each building site sold shall be kept and maintained in a neat and attractive manner by the owner. Trees, shrubs and other plants which die shall be promptly removed from the property. Grantors may at their option have the building site maintained when and as often as the same is necessary in their judgment and the owner of such building site shall be obligated to pay for the cost of such work.

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

O. Easements of utility installations and maintenance affecting all lots subject to these covenants are reserved as shown on the recorded plat of the hereinbefore described and referred to property.

P. Except as provided in Section O, each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon the Grantors, their successors and assigns, and upon each of them and all parties and all persons claiming under them for a period of thirty (30) years from the 24th day of April, 1957, and automatically shall be continued thereafter for successive periods of twenty-five (25) years each; provided, however, that the property owners, as hereinafter defined, owning sixty (60%) per cent of the front feet of the building sites herein subjected 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 change or modify any one or more of said restrictions at the end of this first thirty (30) year period or any successive twenty-five (25) year period thereafter, 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 Sedgwick County, Kansas, at least one (1) year prior to the expiration of this first thirty (30) year period or of any successive twenty-five (25) year period thereafter.

Q. The covenants herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it, and shall be taken to hold, agree and covenant with the owner of said building sites, its successors and assigns, and with each of them, to conform and observe said restrictions as to the use of said building sites, and the construction of improvements thereon, but no restrictions herein set forth, shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land, and Grantors or the Owner, or owners, of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions set forth, in addition to ordinary legal action for damages, and the failure of Grantors and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter. Grantors, may, by appropriate agreement, assign or convey to any person, persons, or corporation, all of the rights and privileges hereby reserved by them, including their beneficial interest in said restrictions and its right to enforce the same, and upon such agreement, assignment or conveyance being made, their assigns or grantees may, at their option, exercise, transfer or assign those rights or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

R. Unless and until sewers are available, the septic tanks used for sewage disposal and the laterals therefor shall be installed and so located on each lot as to be readily accessible for cleaning, treatment and servicing. Plans for installation of septic tanks and laterals therefor shall be submitted to and approved by the City-County Health Board before construction thereof is begun. All septic tanks and laterals shall be constructed so as to meet with the requirements and approval of the City-County Health Board and shall in each instance be constructed and installed subject to the approval and continued approval of Grantors. Within ninety (90) days after sewers are available, each residence must be connected to the sewer and the septic tanks abandoned.

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

IN WITNESS WHEREOF the Trustees of the Vickers Testamentary Trusts have executed this instrument this 24th day of April, 1957.

John S. Wertz
John S. Wertz

George Stallwitz
George Stallwitz

Helen Vickers Springer
Helen Vickers Springer

M. C. Lyons
M. C. Lyons

J. A. Vickers
J. A. Vickers

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

Before me, the undersigned, a Notary Public, within and for said County and State, on this 24th day of April, 1957, personally appeared JOHN S. WERTZ, GEORGE STALLWITZ, HELEN VICKERS SPRINGER, M. C. LYONS and J. A. VICKERS, Trustees, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:
July 10, 1957

Wilma Sharpless
Notary Public



STATE OF KANSAS
SEDDWICK COUNTY
FILED FOR RECORD AT
4:30 P.M.
FEB 26 1960
4155

VICKRIDGE HOMES ASSOCIATION DECLARATION

NO. RUFUS E. DEERING
REGISTER OF DEEDS

THIS DECLARATION, made on this 22nd day of January, 1960, by THE TRUSTEES OF THE VICKERS TESTAMENTARY TRUSTS and THE HELEN B. VICKERS TRUSTS and HELEN VICKERS SPRINGER, hereinafter referred to as Grantors.

WITNESSETH:

WHEREAS, Grantors are the owners of all the lots in the Second Addition to Vickridge except for lot 23, Block 5, Wichita, Kansas, plat of which was recorded on Feb 26, 1960, at 4:30 o'clock P.M. in the Office of the Register of Deeds of Sedgwick County, Kansas; and

WHEREAS, Grantors are now developing said Second Addition to Vickridge for high-quality residence purposes, and it is their desire to continue the development of certain parts of such land and other land in this vicinity for such purposes, and for the creation and maintenance of a residence neighborhood possessing features of more than ordinary value to a residence community; and

WHEREAS, in order to assist them and their grantees in providing the necessary means to better enable them and their grantees to bring this about, Grantors do now and hereby subject all of the lots in the Second Addition to Vickridge except lot 23, Block 5, to the following covenants, charges and assessments, subject to limitations hereinafter set forth.

DEFINITIONS OF TERMS USED

The term "district" as used in this agreement shall mean, unless and until extended or hereinafter provided, all of the lots in the Second Addition to Vickridge except lot 23, Block 5. If or when, other land shall, in the manner hereinafter provided for, be added to that described above, then the term "district" shall thereafter mean all land which shall from time to time be subjected to the terms of this agreement, including any future modification thereof. The term "improved property" as used herein shall be deemed to mean a single tract under a single ownership and use and on which tract a residence has been erected or is in the process of erection or on which any other building not in violation of the restrictions then of record thereon is erected or is in the process of erection thereon. Any such tract may consist of one or more contiguous lots or parts thereof. Any other land covered by this agreement shall be deemed to be vacant and unimproved.

The term "public places" as used herein shall be deemed to mean all streets, streams and all parks at street intersections or elsewhere, and all similar places the use of which is dedicated to or set aside for the use of the general public, or for the general use of all of the owners within the district, or which may, with appropriate consent, be used by all of the owners of the district.

The term "owners" as herein used shall mean those persons or corporation who may from time to time own the land within the district.

PUBLIC IMPROVEMENTS UNDER MANAGEMENT OF TRUSTS OR ASSOCIATION

All public improvements upon and to the land in the district, or improvements in public places shall be under the management or control of the Homes Association by whatever name it may be designated as hereinafter provided, as trustee, an association to be composed of the owners of the real estate in said District, which Association may or may not be incorporated as the members thereof may hereafter provide. But whether it is incorporated or not, it is understood and agreed that the members of the Association shall be limited to the owners of the land within the boundaries of the district as it exists from time to time. It is provided, however, that such management and control of said improvements shall at all time be subject to that had and exercised by Wameka Township, by Sedgwick County, by the City of Wichita, if annexed and by the State of Kansas, or any of them. And in addition thereto, it shall have such further powers and duties as are hereinafter set forth, all of which may be exercised or assumed at the discretion of the Association.

32
Rufus E. Deering
4155

- 2 -

The Association shall be the sole judge of the qualifications of its members and of their rights to participate in its meetings and proceedings.

POWERS AND DUTIES OF THE ASSOCIATION AS TRUSTEE

The Association shall have the following powers and duties whenever in the exercise of its discretion it may deem them necessary or advisable, provided that nothing herein contained shall be deemed to prevent any owner having the contractual right to do so, from enforcing any building restrictions in his own name.

FIRST: To enforce, either in its own name or in the name of any owner within the district, any or all building restrictions which may have been heretofore, or may hereafter be imposed upon any of the land in said district, either in the form of originally placed thereon or as modified subsequently thereto; provided, however, that this right of enforcement shall not serve to prevent such changes, releases or modifications of restrictions or reservations being made by the parties having the right to make such changes, releases or modifications as are permissible in the deeds, contracts or plats in which such restrictions and reservations are set forth, nor shall it serve to prevent the assignment of those rights by the proper parties, wherever and whenever such rights of assignment exist. The expenses and costs of any such proceedings shall, however, be paid out of the general fund of the Association as herein provided for.

SECOND: To provide for the plowing and removal of snow from sidewalks and the streets.

THIRD: To care for, spray, trim and protect and replant trees on all streets and in other public places where trees have once been planted, except where otherwise provided for; to care for, protect and replant shrubbery and mow grass in the parks which are in the streets or in the parks set aside for the general use of the owners of the district, or to which such owners have access and the use thereof.

FOURTH: To mow, care for and maintain parkings in front of vacant and other property; to cut and remove weeds and grass from such parkings or other places, and to cut and remove weeds and grass from other vacant property; to pick up and remove therefrom, loose material, trash and rubbish of all kinds, and to do any other things necessary or desirable in the judgment of the officers of said Association to keep such vacant and unimproved property neat in appearance and in good order.

FIFTH: To provide such lights as the Association may deem advisable on streets, parks, parkings, gateways, entrances or other features, and in other public or semi-public places.

SIXTH: To provide at suitable locations, receptacles for the collection of rubbish and for the disposal of such rubbish as is collected, and for the collection and disposal of garbage.

SEVENTH: To provide for the maintenance of tennis courts, playgrounds, gateways, entrances, drinking fountains, streams and other ornamental features now existing or which may hereafter be erected or created in said district in any public street or park, or on any land set aside for the general use of the owners in the district, or to which all of such owners have access and the use thereof; and also to provide for the maintenance of natural water courses within the district.

EIGHTH: To exercise such control over easements as it may acquire from time to time.

NINTH: To exercise such control over streets as may be within its powers and as it may deem necessary or desirable. To issue permits for plumbers or other parties to make, cut or excavate in streets when necessary for installation of utilities and to accept bonds or deposits for the repairing of such cuts. Said trustee shall have full authority to prevent any excavation or cuts in streets without first requiring a reasonable deposit to insure the repair and future maintenance of such repairs. It being further understood that the trustee may reserve the full right to make any or all excavations in streets; or the right to

refill any excavation, or the right to remove any cuts, or the right to repair any damages, in its option, to any improvements in the streets, and pay the cost of the same out of the deposits made as above provided; subject at all times to such control or county or other proper officials as may have jurisdiction over streets.

TENTH: To repair, ply, maintain, repave and reconstruct paved streets or roads, lanes and pedestrian ways, and to clean streets, gutters, and sidewalks and pedestrian ways.

ELEVENTH: To erect and maintain signs for marking of streets.

TWELFTH: To provide means for furnishing water, gas and electricity for the purpose of heating, power and lighting, and other utilities to the owners within said district, and for such purposes to purchase water, gas electricity or heat or power from other cities, or from other corporations, or private individuals and to distribute the same to the owners of the property within said district, and to provide means for furnishing transportation to the owners in said district, and to fix the charges to said owners for such services rendered and to collect for the same from such owners.

THIRTEENTH: To acquire or construct sewers or other methods of disposal of sewage, and reconstruct, maintain or repair them after they have been once acquired or constructed, and to accept and exercise such rights in or authority over same and rights-of-way for the same within or without the district as it may hereafter acquire and as it may be reasonably necessary to properly serve and protect the real estate in the district. It is expressly understood and agreed that no part of the money in the general fund shall be used to construct lateral sewers or connections with the sewers which shall not be for the general use of all of the property in the district draining into such sewers unless such sewers or connections be built for the purpose of supplementing, or increasing the capacity of or replacing those sewers and connection previously built.

FOURTEENTH: To reimburse the State, County, City or Township for expense of furnishing police services for the district, or to employ duly qualified peace officers for such purpose.

FIFTEENTH: To acquire and own the title to such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be so used by it, and such taxes as may be assessed against land in public or semi-public places.

LAND ENTITLED TO BENEFITS

No land other than the Second Addition to Vickridge and any land that is added at a later date according to the provisions herein, shall be entitled to any of the benefits or improvements or services provided for by this Association.

METHOD OF PROVIDING GENERAL FUNDS

For the purpose of providing a general fund to enable the said Association to perform the duties, and to maintain the improvements herein provided for, all land within the boundaries of the district above described, shall be subject to an annual improvement assessment to be paid to the Association annually in advance by the respective owners, exclusive, however, of all land contained in streets, parks, playgrounds or other public places open to the public, for the common use of the owners or residents of the land within the district. The amount of such assessment shall be fixed by the Association from year to year but such assessment shall not exceed One Hundred Twenty (\$120.00) Dollars per building site in any one year unless it is increased at a meeting of the members called for that purpose prior to the date on which the assessment is due for the year for which such increase is proposed, and two-thirds (2/3) of the members present at such meeting vote for such an increase. Whenever the Association may deem it advisable to submit

to the members a proposal for increasing the rate of the assessment for any particular year, then it shall notify members of the Association by mailing to such members at the last known address with United States postage thereon prepaid, a notice of such meeting, giving the time and place at which it is to be held and the fact that an increase in the rate of assessment is to be voted upon at such meeting. No increase in the rate of assessment may be made for more than one year at a time.

ASSESSMENTS DUE JANUARY FIRST OF EACH YEAR

The first assessment shall be for the year beginning January 1, 1960, and it shall be fixed and levied prior to January 1, 1960, and shall be payable on that date, and hereafter it shall be due and payable on the first day of January of each year. It will be the duty of the Association to notify all owners whose address is listed with the Association on or before that date, giving the amount of the assessment, when due, and the amount on each tract of land owned by them. Failure of the Association to make the assessment prior to January first of each year for the next succeeding year beginning on January first, shall not invalidate any such assessment made for that particular year; nor shall failure to levy an assessment for any one year affect the right of the Association to do so for any subsequent year. When the assessment is made subsequent to January first of any year, then it shall become due and payable not later than thirty days from the date of levying the assessment.

WHAT CONSTITUTES NOTICE

A written or printed notice thereof, deposited in the United States Post Office, with postage thereon prepaid and addressed to the respective owners at the last address listed with the Association, shall be deemed to be sufficient and proper notice for this purpose or for any other purpose of this contract, where notices are required.

LIEN ON REAL ESTATE

The assessment shall become a lien on said real estate as soon as it is due and payable as above set forth. In the event of failure of any of the owners to pay the assessment on or before the first day of February following the making of such assessment, then such assessment shall bear interest at the rate of ten (10%) per cent per annum from the first day of January, but if the assessment is paid before the first day of February, or within thirty (30) days from the date of the assessment, if the assessment is made subsequent to December first for the year beginning January first, then no interest shall be charged.

WHEN DELINQUENT

On or after the first day of February of each year, beginning February 1, 1960, or within thirty (30) days from the date of levying the assessment for the year during which and for which the assessment is made, the assessment shall become delinquent and payment of both principal and interest may be enforced as a lien on said real estate, in proceedings in any court in Sedgewick County, Kansas, having jurisdiction of suits for the enforcement of such liens. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may at its discretion file certificates of non-payment of assessments in the Register of Deeds Office whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the property described therein a fee of \$5.00, which fee is hereby declared to be a lien upon the real estate so described in said certificate and shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

TERMINATION OF LIENS

Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time, suit shall have been instituted for the collection of the assessment in which case the lien shall continue until the termination of the suit, and until the sale of the property under execution of the judgment establishing same.

EXPENDITURES LIMITED TO ASSESSMENTS FOR CURRENT YEAR

The Association shall at no time expend more money within any one year than the total amount of the assessment for that particular year, or any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatever, binding the assessment of any future year to pay for any such obligation and no such contract shall be valid or enforceable against the Association except for contracts for utilities; it being the intention that the assessment for each year shall be applied as far as practicable toward payment of the obligations of that year, and that the Association shall have no power to make a contract affecting the assessment of any future or subsequent year except for utilities.

OTHER LANDS - HOW THEY MAY BE ADDED

Grantors may from time to time add such land to the district, as is now or hereafter owned or approved for addition by them; provided that the land be added to the district shall at that time be bound by all of the terms of this agreement and any future modifications thereof. The Association may also unite or combine with any other association similarly organized operating on a similar basis having jurisdiction of land lying wholly within Minneha Township, Sedgwick County, Kansas.

ASSOCIATION TO NOTIFY MEMBERS OF ADDRESS

The Association shall notify all Owners of land in the district as it may exist from time to time, insofar as the address of such owners are listed with said Association, of the official address of said association, as to what place and time regular meetings of the Association shall be held, designating the place, where payments shall be made, and any other business in connection with said Association may be transacted, and in case of any change of such address, the Association shall notify all the owners of the land in the district insofar as their addresses are listed with the Association, of the change, notifying them of its new address.

NEW POWER TO BE GIVEN

By written consent of the owners of two-thirds (2/3) of the members, evidenced by an agreement duly executed and acknowledged, and recorded in the office of the Register of Deeds of Sedgwick County, Kansas, the Association may be given such additional powers as may be desired by said members, or may otherwise amend this instrument.

TEMPORARY TRUSTEE

Prior to the actual organization or incorporation of the Association contemplated by the terms of this Declaration, Grantors shall have the right at their option, to perform the duties, assume the obligation, levy and collect the assessments, and otherwise exercise the powers herein given to the Association, in the same way and manner as though all of such powers and duties were herein given direct to Grantors.

Prior to the actual incorporation of an association, contemplated by the terms of this Declaration, Grantors shall have the right, which they may exercise, at their option or discretion, by an appropriate agreement in writing, duly executed, acknowledged and recorded in the office of the Register of Deeds of Sedgwick County, Kansas, to subject the land described in this Declaration together with any other land which may hereafter be added to the District, to the terms and provisions of any other Home Company or Home Association by and with its consent, and having within its jurisdiction, land situated solely within Minneha Township, Sedgwick County, Kansas, provided such other association or company, by whatever name known, shall have no greater powers than are set out in this Declaration, and that it be at that time duly incorporated under the laws of the State of Kansas; and, provided, further, that all members or owners of land within the District as it exists from time to time shall have equal rights and privileges of membership. No association contemplated under the terms of this Declaration may be incorporated or assume any of the rights hereunder without the consent of Grantors and their relinquishment of their rights as temporary Trustees.

TO OBSERVE ALL LAWS

Said Association shall at all times observe all of the State, County and other laws, and in at any time any of the provisions of this agreement shall be found to be in conflict therewith, then such parts of this agreement as are in conflict with such laws shall become null and void, but no other part of this agreement not in conflict therewith shall be affected thereby. The Association shall have the right to make such reasonable rules and regulations and provide such means and employ such agents as will enable it to adequately and properly carry out the provisions of the agreement, subject however, to the limitations of its rights to contract as is herein provided for.

HOW TERMINATED

This agreement may be terminated and all of the land now or hereafter affected may be released from all of the terms and provisions thereof by the Owners of two-thirds (2/3) of the area subject thereto at the time it is proposed to terminate this agreement, executing and acknowledging an appropriate agreement or agreements for that purpose and filing the same for record in the office of the Register of Deeds of Sedgwick County, Kansas.

COVENANTS RUNNING WITH THE LAND

All of the provisions of this Declaration shall be deemed to be covenants running with the land, and shall be binding upon Grantors and upon their successors and assigns.

IN WITNESS WHEREOF the Grantors have executed this instrument the day and year first above written.

TRUSTEES

Helen Vickers Springer
Helen Vickers Springer

John S. Wertz
John S. Wertz

George Stallwitz
George Stallwitz

Helen Vickers Springer
Helen Vickers Springer

Kenneth E. Hill
Kenneth E. Hill

J. A. Vickers
J. A. Vickers

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK

Before me, the undersigned, a Notary Public, within and for said County and State, on this 10th day of February, 1960, personally appeared JOHN S. WERTZ, GEORGE STALLWITZ, HELEN VICKERS SPRINGER, KENNETH E. HILL and J. A. VICKERS, Trustees, HELEN VICKERS SPRINGER, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Commission Expires: May 3, 1960

Ken E. Scott
Notary Public



STATE OF KANSAS
SEDGWICK COUNTY, KANSAS
FILED FOR RECORD AT
1415
JAN 17 1962
1146
P.M.

BY RUFUS E. DEERING
REGISTER OF DEEDS

P. B. Deering

AMENDMENT TO PROTECTIVE COVENANTS

THIS AMENDMENT made as of the 28th day of December, 1961, by the owners of all lots in the Second Addition to Vickridge, an Addition to Sedgwick County, Kansas,

WITNESSETH:

WHEREAS, under date of January 22, 1960, the then trustees of the Vickers Testamentary Trust and the Helen E. Vickers Trust and Helen Vickers Springer, individually, duly executed and filed of record in the Office of the Register of Deeds of Sedgwick County, Kansas, an instrument entitled "Protective Covenants" by the terms of which the real property in question was subjected to the covenants, restrictions, reservations and easements therein set forth; and

WHEREAS, the undersigned, being all of the owners of the real property located in said Vickridge Second Addition, are mutually desirous of revising Paragraph E of Clause II so as to permit more flexibility in the location of residences to be located on lots within said Vickridge Second Addition; and

WHEREAS, the undersigned owners have thoroughly considered said proposed revision and are mutually agreeable to revising said protective covenants so that Paragraph E of Clause II as originally written in said covenants shall be deleted and the following substituted therefor:

"Each residence shall comply with the minimum front, back and side set-back requirements as shown on the recorded plat of the land covered hereby. No residence, including attached garages, breeze-ways, ellis and porches shall occupy more than seventy (70%) per cent of the width of the building site on which it is erected, measured in each case on the front street building set-back lines, except with written consent of the Grantors. Such residence shall still be located at least twenty (20') feet from the side building site line or lines and within the side street building set-back line if contiguous to a side street and at least twenty (20') feet from the back property line. No residence shall be set back more than fifteen (15') feet from the minimum front set back line as shown on the recorded plat of the land covered hereby except with written consent of the Grantors. No residence shall be set back more than ten (10') feet from the minimum side street set back line as shown on the recorded plat of the land covered hereby except with written consent of the Grantors."

IN WITNESS WHEREOF, the undersigned owners of all lots in said Addition have executed this instrument as of this 28th day of December, 1961.

CATHOLIC DIOCESE OF WICHITA,
a Corporation.

By *Marie E. Barone*
President

ATTEST:
Janet...
Secretary

copy sent

42

Helen V. Springer
Helen V. Springer

John S. Nertz
John S. Nertz

George Stallwitz
George Stallwitz

J. A. Vickers
J. A. Vickers

Present Trustees of the Vickers
Testamentary Trust and the Helen E.
Vickers Trust

William Owens
William Owens

Macy Lou Owens
Macy Lou Owens

Paul Seymour
Paul Seymour

Brother W. Seymour
Brother W. Seymour

H. Byrns Vickers
H. Byrns Vickers

Edward D. Vickers
Edward D. Vickers

Sam Braunagel
Sam Braunagel

Edw. A. Braunagel
Edw. A. Braunagel

Gerald B. Maloney
Gerald B. Maloney

Frank J. Maloney
Frank J. Maloney

Robert F. Vickers
Robert F. Vickers

Joseph R. Vickers
Joseph R. Vickers

Lee Phillips
 Lee Phillips
Anna Catherine Phillips
 Anna Catherine Phillips
Edgar Dunn, Jr.
 Edgar Dunn, Jr.
Elizabeth T. Dunn
 Elizabeth T. Dunn
Helen Vickers Springer
 Helen Vickers Springer
J. A. Springer
 J. A. Springer

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, That on this 28th day of December, 1961, before me, a Notary Public in and for said county and state, personally appeared Mark K. Carroll, President of CATHOLIC DIOCESE OF WICHITA, a corporation, who is personally known to me and known to me to be the President of said corporation, and the same person who executed the foregoing instrument, and he duly acknowledged the execution of the same for and on behalf of and as the act and deed of said corporation.

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



Delpha G. Gard
 Delpha G. Gard Notary Public

STATE OF KANSAS, SEDGWICK COUNTY, ss:

Before me, the undersigned, a Notary Public within and for said County and State, on this 28th day of December, 1961, personally appeared HELEN V. SPRINGER, JOHN S. WERTZ, GEORGE STALLWITZ and J. A. VICKERS, present Trustees of the Vickers Testamentary Trust and the Helen E. Vickers Trust, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHERE, I have hereunto set my hand and notarial seal on the day and year last above written.



Delpha G. Gard
 Delpha G. Gard Notary Public

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 28th day of December, 1961, before me, a Notary Public in and for said county and state, came J. W. Owen, Mary Lou Owen, Paul A. Seymour, Jr., Dorothea W. Seymour,

R. Byrne Vickers, Rebecca A. Vickers, Charles L. Braumagel, Patricia A. Braumagel, Gerald B. Maloney, Joanne S. Maloney

who are personally known to me to be the same persons, who executed the foregoing instrument of writing, and as such persons duly acknowledged the execution of the same.

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



Delpha G. Gard
Delpha G. Gard Notary Public

My commission expires: 9, 1965

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 29th day of December, 1961, before me, a Notary Public in and for said county and state, came Robert F. Vickers, Susan C. Vickers, L. E. Phillips, Jr., Anne Katherine

Phillips, Edgar Dunne, Jr., Elizabeth T. Dunne, Helen Vickers Springer, E. A. Springer

who are personally known to me to be the same persons, who executed the foregoing instrument of writing, and as such persons duly acknowledged the execution of the same.

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



Delpha G. Gard
Delpha G. Gard Notary Public

My commission expires: 9, 1965

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this ___ day of December, 1961, before me, a Notary Public in and for the County and State aforesaid, came _____

who are personally known to me to be the same person, who executed the foregoing instrument of writing, and as such person duly acknowledged the execution of the same.

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

Second Add. to
Vickridge

FLM 1385 PAGE 782

ASSIGNMENT

The undersigned, all of the present Trustees of the Vickers Testamentary Trusts and the Helen E. Vickers Trusts (collectively called "Assignors") for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby convey, assign, transfer and set over unto Vickridge First and Second Addition Home Owners Association, Inc. ("Assignee"), all of Assignors' rights and privileges, as Grantors, reserved in those certain Protective Covenants Dated January 22, 1960, recorded in the office of the Register of Deeds on February 26, 1960, No. 4154 in Msc Book 458, Pages 171-176 ("Covenants"), including Assignors' beneficial interest in the Covenants and rights to enforce the same, covering the following described real estate in Sedgwick County, Kansas:

All of the Lots in the Second Addition to Vickridge, except Lot 28, Block 5, Wichita, Kansas.

Helen Vickers Springer, the other Grantor in such Protective Covenants died on February 14, 1983.

This Assignment is dated this 26th day of October, 1993.

ASSIGNORS

R. Byrnie Vickers
R. Byrnie Vickers, Trustee

Dale Fair
Dale Fair, Trustee

Robert F. Vickers
Robert F. Vickers, Trustee

Robert H. Warren
Robert H. Warren, Trustee

Jack M. Stern
Jack M. Stern, Trustee

Accepted this day of October, 1993.

Vickridge First and Second Addition Home Owners Association, Inc.

Lee Erick
President

STATE OF KANSAS } SS
SEDCW }
FILED }
11:00 P.M.

Oct 28 1993 1330794

PAT KETTLER
REGISTER OF DEEDS

Lee Erick
8501 Shannen Way
67206

Chyllis Hernandez
Deputy

900

STATE OF KANSAS
SEDGWICK COUNTY
FILED FOR RECORD AT
4:25 P.M.

FEB 26 1960

4154

NO.

RUFUS E. DEERING
REGISTER OF DEEDS

Original Compared
With Record

PROTECTIVE COVENANTS

THIS DECLARATION, made this 22nd day of January, 1960, by the Trustees of the Vickers Testamentary Trusts and Helen E. Vickers Trusts and Helen Vickers Springer, hereinafter called the Grantors.

W I T N E S S E T H:

WHEREAS, Grantors are the owners of the real property hereinafter described and are 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 pass with said property, and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof;

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

Clause I

Definition of Terms

"Building Site" shall mean a minimum of one lot as platted, except for Lot 7 Block 5 which may be divided into lots with a minimum size of approximately $\frac{1}{4}$ the size of said Lot 7, or two or more contiguous lots or portions thereof, upon which a residence may be erected in conformance with the requirements of these covenants. Small changes of lot lines may be made with the written consent of Grantors and must conform with City and County requirements.

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

"Grantors" shall mean the Trustees of the Vickers Testamentary Trusts and Helen E. Vickers Trusts and Helen Vickers Springer their successors and assigns.

"Improvements" shall mean and include a residence as herein defined, swimming pools, bath houses, green houses, guest houses, or any other structure or building, fences, walls, hedges, mass plantings, exterior antenna and other appurtenances.

"Front and Side Street Building Set-Back Line or Lines" shall mean the minimum distance which a dwelling shall be set back from the front and/or side street lines, respectively, and reference is hereby made to the recorded plat of the Second Addition to Vickridge, Wichita, Kansas, for the location of such set-back lines.

"Side Building Site Line" shall mean the boundary or property line dividing two adjoining building sites.

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 set forth in the various clauses and sections of this declaration is located in the County of Sedgwick, State of Kansas, and is more particularly described as follows, to-wit:

All the lots in the Second Addition to Vickridge except Lot 28 Block 5, Wichita, Kansas, plat of which was recorded on 1.1.56, 1960 at 1 o'clock in the Office of the Register of Deeds of Sedgwick County, Kansas.

-2-

No property other than that described above shall be deemed subject to this declaration.

Clause II

General Purpose of Conditions

The real property described in Clause I hereof is subject to the conditions, covenants, restrictions, reservations and easements hereby declared to insure the best use and the most appropriate development and improvement 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 proportioned improvements and improvements built of improper or unsuitable materials; to insure the highest and best development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a high type and quality of improvement in said property.

A. No building or structure shall be erected, altered, placed or permitted to remain on any building site subject to this declaration other than one new single family residence, for private use, with a private garage and other outbuildings incidental to residential use, provided, however, that Grantors may, in their sole discretion and at their own expense, construct or install decorative entrance treatments, of Grantors' own choice, type and design, on any or all corner lots or building sites located on Central, said entrance treatments to be located within the building set-back lines and confined to the corner of the lot or building site which is common to the applicable street above named.

B. For the purposes of these covenants the building sites, or part or parts thereof, shall be deemed to front on the streets designated as follows:

Lots 1 to 5, both inclusive Block 1, on Tara Lane
 Lots 1 to 4, both inclusive Block 2, on Tara Lane
 Lots 5 to 11, both inclusive Block 2, on Killarney Place
 Lots 12 to 13, both inclusive Block 2, on Longford Lane
 Lots 1 to 12, both inclusive Block 6, on Longford Lane
 Lots 20 to 27, both inclusive Block 5, on Longford Lane
 Lots 12 to 19, both inclusive Block 5, on Tipperary
 Lots 4 to 6, both inclusive Block 5, on Tara Lane
 Lots 8 to 11, both inclusive Block 5, on Tara Court
 Lot 3 Block 5, Central or facing East
 Lots 9 to 17, both inclusive Block 4, on Tipperary
 Lots 1 to 8, both inclusive Block 4, on Shannon Way
 Lots 1 to 5, both inclusive Block 3, Killarney Place
 Lots 6 to 11, both inclusive Block 3, Shannon Way
 Lot 12 Block 3, on Tara Lane

All residences shall front on the streets as designated above for the lots, provided, however, that with respect to corner building sites or corner lots the residences may be located on the building site as to present a front appearance on both streets or may be placed diagonally on such building site.

For the purposes of these covenants, the above designated streets shall be considered as front streets and all other streets contiguous to any of such real property shall be considered as side streets.

C. No improvements as herein defined shall be commenced, erected, placed or altered on any premises in said development until the building or other improvement plans, specifications, landscape plan and plot plan showing the location of such improvements on the particular building site have been submitted to and approved in writing as to every respect such as, but not limited to, conformity and harmony of external design, including the height of such improvements, with existing structures in the development, as to size and materials of the improvements, location of the improvements on the building site and as to

location of the improvements with respect to topography, grade and finished ground elevation, by Grantors; provided, however, that the Grantors, their successors or assigns, shall not be liable in damages to anyone so submitting plans for approval, or to any owner or owners of land covered by this instrument by reason of mistake in judgment, negligence or non-feasance of themselves, their 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 Grantors for approval, by the submitting of such plans and any owner by so acquiring title to any of the property covered hereby, agrees that he or it will not bring any action or suit to recover for any such damages against the Grantors. In the event Grantors fail to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to them, this covenant will be deemed to have been fully complied with.

D. No residence on Tara Lane, Tipperary, Longford Lane, Shannon Way, shall contain less than 2000 square feet of enclosed first floor area. No residence on Killarney Place shall contain less than 3000 square feet of enclosed first floor area. The words "enclosed floor area" as used herein, shall mean and include in all cases areas enclosed and finished for all-year occupancy and shall not mean or include any areas in basements, garages, porches or attics. The square footage requirement will be arrived at by using the outside dimensions of the residence. Grantors hereby reserve the right to reduce or increase any of the floor area requirements set forth above; provided, such total reduction or increase for any one residence may not exceed fifteen (15%) per cent of minimum floor area requirements for such residence.

E. Each residence shall comply with the minimum front, back and side set-back requirements as shown on the recorded plat of the land covered hereby, and as herein provided. No residence, including attached garages, breeze-ways, ells and porches shall occupy more than seventy (70%) per cent of the width of the building site on which it is erected, measured in each case on the front street building set-back lines, except with written consent of the Grantors. Such residence shall still be located at least twenty (20') feet from the side building site line or lines and within the side street building set-back line if contiguous to a side street and at least twenty (20') feet from the back property line. Grantors shall have and do hereby reserve the right in the sale and conveyance of any of said lots, to change any of the minimum front, back and side set-back requirements shown on the recorded plat or as provided herein, and may at any time thereafter, with the consent in writing of the then-record owners of the fee simple title, to any such lot, change any minimum set-back requirement; provided, however, that no change may be made at any time which will permit the erection or maintenance of any residence on any building site more than fifteen (15') feet nearer or farther from the front street or ten (10') feet nearer or farther from the side street than is the minimum set-back requirement shown on said plat or as provided herein.

No improvements may be placed on Lots 6, 7, 8 Block 1, Lots 14, 15, 16, 17 Block 2, and Lots 1 and 2 Block 5. No improvements may be placed in the drainage and utility easement. The drainage and utility easement area is not to be filled, altered, or obstructed in any way without approval from the City of Wichita and the present creek channel is not to be filled, altered or obstructed in any way without approval of the City of Wichita even though said channel may go through a lot beyond the boundaries of the drainage and utility easement.

Because of the danger of flooding, no residence shall have a finish grade at the residence of less than 160' on Lots 1, 2, 3 Block 1 and 161' on Lots 4, 5 Block 1 and 162' on Lots 1, 2, 3, 4, 5 Block 2. These elevations refer to City Datum.

No residence shall be erected, placed or maintained on any building site which is less than one lot as platted. Except that small changes in the lot lines may be made with written consent of Grantors and must conform with City and County requirements.

F. No excavations, except such as are necessary for the construction of a residence or improvements shall be permitted on any lot without written permission of the Grantors.

- G. No separate outside trash or garbage containers or dispensers shall be allowed on any building site at any time. No trash, ashes, dirt, rock or other refuse may be thrown or dumped on any lot or building site. No building materials of any kind or character shall be placed or stored upon any building site more than thirty (30) days before the commencement of construction of a residence or improvements and then such materials shall be placed within the property lines of the building site upon which they are to be erected and shall not be placed in the street or between the curb and property line.
- H. It is hereby provided that no retail, wholesale, manufacturing or repair business of any kind nor so-called home occupations shall be permitted on any building site or in any residence or appurtenant structure erected thereon, even though this does not include the employment of any additional person or persons in the performance of such services. No activity which may be or become an annoyance or nuisance to the neighborhood, shall be carried on upon any building site or in any residence or appurtenant structures erected thereon.
- I. Prior to completion of the permanent residence no basement or garage 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.
- J. No used, secondhand, or previously erected house or building of any kind can be moved or placed, either in sections or as a whole, upon said land, nor shall any trailer be moved, placed or permitted to remain upon a building site subject to these covenants.
- K. No animals, or poultry, of any kind, other than house pets belonging to the household of the premises, shall be kept or maintained on any part of the real property subject to these covenants, and no house pets shall be bred for commercial purposes.
- L. No signs, advertisements, billboards, or advertising structures of any kind may be erected or maintained on any of the building sites herein restricted without the consent in writing of the Grantors, provided however, that permission is hereby granted for the erection and maintenance of not more than one temporary, unlighted, unanimated signboard on each building site as sold and conveyed, which signboard shall not be more than five (5) 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 and improvements thereon, if any.
- M. No fence, wall or hedge or mass planting used as a boundary line fence shall be placed on any building site without written approval of Grantors. No hedge, shrub, mass planting or tree shall be allowed by the owner to obstruct sight lines at any corner. Vegetation on each building site sold shall be kept and maintained in a neat and attractive manner by the owner. Trees, shrubs and other plants which die shall be promptly removed from the property. Grantors may at their option have the building site maintained when and as often as the same is necessary in their judgment and the owner of such building site shall be obligated to pay for the cost of such work.
- N. Oil drilling, oil development operations, refining, mining operations of any kind or quarrying shall not be permitted upon or in any of the building sites subject to these covenants, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the building sites, covered by these covenants. Fuel oil storage tanks as a part of the heating equipment of a residence shall be permitted only if located underground.
- O. Easements of utility installations and maintenance affecting all lots subject to these covenants are reserved as shown on the recorded plat of the hereinbefore described and referred to property.
- P. Except as provided in Section O, each of the conditions, covenants, restrictions and reservations set forth above shall continue and be binding upon the Grantors, their successors and assigns, and upon each of them and all parties and all persons claiming under them for a period of thirty (30) years from the 22nd day of January, 1960 and automatically shall be continued

thereafter for successive periods of twenty-five (25) years each; provided, however, that the property owners, as hereinafter defined, owning sixty (60%) per cent of the front feet of the building sites herein subjected 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 change or modify any one or more of said restrictions at the end of this first thirty (30) year period or any successive twenty-five (25) year period thereafter, 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 Sedgwick County, Kansas, at least one (1) year prior to the expiration of this first thirty (30) year period or of any successive twenty-five (25) year period thereafter.

Q. The covenants herein set forth shall run with the land and bind the present owner, its successors and assigns, and all parties claiming by, through or under it, and shall be taken to hold, agree and covenant with the owner of said building sites, its successors and assigns, and with each of them, to conform and observe said restrictions as to the use of said building sites, and the construction of improvements thereon, but no restrictions herein set forth, shall be personally binding upon any corporation, person or persons, except in respect to breaches committed during its, his or their seisin of, or title to said land, and Grantors or the Owner, or owners, of any of the above land shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions set forth, in addition to ordinary legal action for damages, and the failure of Grantors and the owner of any other lot or lots or building sites hereby restricted to enforce any of the restrictions herein set forth at the time of its violation, shall in no event be deemed to be a waiver of the right to do so thereafter. Grantors, may, by appropriate agreement, assign or convey to any person, persons, or corporation, all of the rights and privileges hereby reserved by them, including their beneficial interest in said restrictions and its right to enforce the same, and upon such agreement, assignment or conveyance being made, their assigns or grantees may, at their option, exercise, transfer or assign those rights or any one or more of them, at any time or times, in the same way and manner as though directly reserved by them, or it, in this instrument.

R. Unless and until sewers are available, the septic tanks used for sewage disposal and the laterals therefor shall be installed and so located on each lot as to be readily accessible for cleaning, treatment and servicing. Plans for installation of septic tanks and laterals therefor shall be submitted to and approved by the City-County Health Board before construction thereof is begun. All septic tanks and laterals shall be constructed so as to meet with the requirements and approval of the City-County Health Board and shall in each instance be constructed and installed subject to the approval and continued approval of Grantors. Within ninety (90) days after sewers are available, each residence must be connected to the sewer and the septic tanks abandoned.

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

IN WITNESS WHEREOF the Grantors have executed this instrument this 22nd day of January, 1950.

Helen Vickers Springer
Helen Vickers Springer

TRUSTEES
John B. Wertz
John B. Wertz

George Stallwitz
George Stallwitz

Helen Vickers Springer
Helen Vickers Springer

Kenneth E. Hill
Kenneth E. Hill

J. A. Vickers
J. A. Vickers

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

Before me, the undersigned, a Notary Public, within and for said County and State, on this 16 day of February 1960; personally appeared JOHN S. WERTZ, GEORGE STALLWITZ, HELEN VICKERS SPRINGER, KENNETH E. HILL and J. A. VICKERS, Trustees, HELEN VICKERS SPRINGER, to me personally known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the used and purposes thereon set forth.

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

My Commission Expires May 2, 1960

Leona E. Scott
Notary Public





Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29413834

Receipt #: 1876254
Pages Recorded: 6
Cashier Initials: KL

Recording Fee: \$28.00
Authorized By

Date Recorded: 10/25/2013 2:20:21 PM



**2013 AMENDMENT TO
PROTECTIVE COVENANTS
OF
FIRST & SECOND ADDITIONS TO VICKRIDGE
OF
WICHITA, SEDGWICK COUNTY, KANSAS**

THIS 2013 AMENDMENT TO PROTECTIVE COVENANTS OF FIRST & SECOND ADDITIONS TO VICKRIDGE ("2013 AMENDMENT") is made this 17th day of October, 2013, by Vickridge First and Second Addition Homeowners Association, Inc. ("Association"), for itself, its successors, grantees and assigns.

WITNESSETH:

WHEREAS on the 24th day of April, 1957, the Trustees of the Vickers Testamentary Trusts ("1957 Grantors") executed that certain Declaration of Protective Covenants ("1957 Covenants") and caused the same to be recorded on the 3rd day of May, 1957 as document no. 12587, in the office of the Sedgwick County Register of Deeds, in Book 395, commencing on page 163 covering the following described real property, to wit:

All the Lots in the First Addition to Vickridge
An Addition to Wichita,
Sedgwick County, Kansas

The above described property being hereinafter referred to as the "Original Property"; and

187

WHEREAS on the 24th day of April, 1957, the 1957 Grantors executed that certain Vickridge Homes Association Declaration ("1957 Declaration") and caused the same to be recorded on the 3rd day of May, 1957 as document no. 12588, in the office of the Sedgwick County Register of Deeds, in Book 395, commencing on page 169; and

WHEREAS on the 22nd day of January, 1960, the Trustees of the Vickers Testamentary Trusts, the Trustees of the Helen E. Vickers Trusts and Helen Vickers Springer ("1960 Grantors") executed that certain Declaration of Protective Covenants ("1960 Covenants") and caused the same to be recorded on the 26th day of February, 1960 as document no. 4154, in the office of the Sedgwick County Register of Deeds, in Book 458, commencing on page 171 covering the following described real property, to wit:

All the Lots in the Second Addition to Vickridge
Except Lot 28, Block 5
An Addition to Wichita,
Sedgwick County, Kansas

The above described property being hereinafter referred to as the "Additional Property"; and

WHEREAS on the 22nd day of January, 1960, the 1960 Grantors executed that certain Vickridge Homes Association Declaration ("1960 Declaration") and caused the same to be recorded on the 26th day of February, 1960 as document no. 4155, in the office of the Sedgwick County Register of Deeds, in Book 458, commencing on page 177; and

WHEREAS on the 28th day of December, 1961, the Catholic Diocese of Wichita ("Diocese") executed that certain Amendment to Protective Covenants ("1961 Amendment") and caused the same to be recorded on the 17th day of January, 1962 as document no. 1146, in the office of the Sedgwick County Register of Deeds, in Book 494, commencing on page 479; and

WHEREAS the Original Property and Additional Property together the "Property" and subsequent additions and revisions thereto are encumbered by and subject to their respective 1957 Covenants, 1960 Covenants, 1957 Declaration, 1960 Declaration and this 2013 Amendment; and

WHEREAS, the Association, by executing this Amendment, waives its right to enforce any violation of side set-back requirements that may exist prior to the filing of this 2013 Amendment in the office of the Sedgwick County Register of Deeds against the record owners of Lots within the Property.

NOW, THEREFORE, THE UNDERSIGNED, ON BEHALF OF THE RECORD OWNERS OF THE PROPERTY HEREBY AMENDS THE 1957 COVENANTS AND THE 1960 COVENANTS AS FOLLOWS:

1. Add the following new paragraph to Clause I Definition of Terms:

"Board of Directors" or "Board" shall mean and refer to the individuals that are duly elected under the Bylaws of the Association, to exercise all corporate powers by or under the authority of, and administer the business and affairs of the Association.

2. Further define and replace the words "mass plantings" in the definition of "Improvements" in Clause I Definition of Terms with the following: "plantings that are predominant in the landscape of the Building Site ("Mass Plantings")"

3. Replace the word "Grantors" with the words "the Board", adjusting plural and singular as context requires, in Clause II, General Purpose of Conditions, Paragraphs C, D, E, F,

L, M, and the first sentence of Paragraph Q such that this 2013 Amendment shall ratify the intent that the Board of Directors of the Vickridge First and Second Addition Home Owners Association, Inc. ("the Board") shall have assumed certain responsibilities of Grantor as set forth therein.

4. Replace Paragraph E (first paragraph as amended) of Clause II, General Purpose of Conditions of both the 1957 Covenants and 1960 Covenants with the following:

E. Improvements constructed after the filing of the 2013 Amendment in the office of the Sedgwick County Register of Deeds, in accordance with the recorded plat of the First and Second Additions to Vickridge:

- (i) shall be at least seven (7) feet from the side building site line or lines and at least twenty (20) feet from the back property line;
- (ii) shall not be constructed on any Lot in violation of any setback lines or utility easements; and
- (iii) if a "Residence", shall be set back no more than fifteen (15) feet from the minimum front set back line.

The setback requirements set forth herein shall not apply to swimming pools constructed in the ground, or to tennis courts, or similar sports surfaces constructed at ground level, lighting, fences, walls, hedges or mass plantings provided nothing contained in this provision shall be deemed to permit the installation of such items without Board approval in accordance with Paragraph C of Clause II.

All improvements constructed prior to the filing of the 2013 Amendment in the office of the Sedgwick County Register of Deeds are deemed to be in compliance with both the 1957 Covenants and 1960 Covenants and recorded plat of the First and Second Additions to Vickridge.

5. Replace Paragraph I of Clause II, General Purpose of Conditions of both the 1957 Covenants and 1960 Covenants with the following new Paragraph I:

I. No inoperable vehicle, commercial vehicle (other than those attendant to the performance of services upon the Building Site), motorcycle, boat, trailer of any type, camper, recreational vehicle, personal watercraft, aircraft or any other vehicle of any type or description may be stored or permanently, continually or regularly parked for more than forty-eight (48) continuous hours nor shall such items continue a consistent, cumulative presence on any public easement, right-of-way or in the open on any Lot or driveway; provided, however, boats, personal watercraft and motorcycles may be continually or regularly parked in the rear yard of a Building Site in an area enclosed by a fence constructed, placed and maintained in the accordance with Paragraph M of Clause II, that conceals such items from the view of all other Building Sites.

6. Replace Paragraph M of Clause II, General Purpose of Conditions of both the 1957 Covenants and 1960 Covenants with the following:

M. No Improvements shall be placed on any building site without written approval of the Board. No hedge, shrub, Mass Planting or tree shall be allowed by the owner to obstruct sight lines at any corner. Improvements and vegetation on each building site

shall be kept and maintained in a neat and attractive manner by the owner. Trees, shrubs and other plants which die shall be promptly removed from the property.

7. Add the following after the words "in addition to ordinary legal action for damages" within Paragraph Q of Clause II, General Purpose of Conditions of both the 1957 Covenants and 1960 Covenants:

"and shall have the right to include in such claim a reasonable sum for attorney's fees, court costs and all other expenses reasonably incurred"

8. Replace Paragraph R of Clause II, General Purpose of Conditions of both the 1957 Covenants and 1960 Covenants with the following:

R. Upon receipt of an allegation of a Lot's non-compliance with Clause II, General Purpose of Conditions, ("Clause II") Paragraphs C, D, E, F, H, I, J, K, M and N, the Board shall review the allegation and determine if action is necessary. If the Board determines that action is necessary, the property owner of the Lot ("Owner") shall be notified in writing of the allegation and the Owner shall have fifteen (15) days to request and receive a hearing with the Board to dispute the allegation. If the Owner fails to respond to the notification, or after a hearing, the Board determines the Owner's dispute of the allegation is without merit, the Board shall notify the Owner in writing of the Board's determination of the Lot's non-compliance. If the allegation of non-compliance is under Clause II, Paragraphs G or L, no hearing shall be available, and it shall be in the Board's sole discretion to determine non-compliance based on the Board's independent review, and the Board shall notify the Owner in writing if the Board determines the Lot is not in compliance with Clause II.

The Owner shall have fifteen (15) days from the date of the notice of non-compliance to bring the Lot into compliance, determination of compliance to be in the Board's sole discretion. In the event the Lot is not in compliance within fifteen (15) days of the notice of non-compliance, the Owner shall pay the Association an amount equal to \$50 multiplied by the number of days of non-compliance from the date of the notice of non-compliance, not to exceed \$500 per month of non-compliance, not as a penalty but as liquidated damages for the Owner's breach of Clause II. Such amount due shall become a lien on the Lot as soon as it is due and payable; provided, however, such lien shall be inferior or subordinate to the lien of any valid first mortgage now existing or which may hereafter be placed on the Lot. In the event of Owner's failure to pay the amount due within thirty (30) days from the date levied, then such amount due, from the thirtieth (30th) day after levy shall bear interest at ten percent (10%) per annum. The liquidated damages provisions of this Paragraph R of Clause II shall be in addition to, not in lieu of, the right of the Board, the Association or any owner to enforce, by any proceeding at law or in equity, all covenants, conditions and restrictions per Paragraph Q of Clause II.

The undersigned certifies that this 2013 AMENDMENT has been executed in accordance with Paragraph P of Clause II of the 1957 Covenants and 1960 Covenants and is in effect and valid pursuant to all terms set forth therein.

If any restriction, condition, covenant or reservation contained in this 2013 AMENDMENT shall at any time be held invalid or for any reason become unenforceable, no other restriction, condition, covenant, reservation or any part thereof, shall be affected or impaired. Failure of the Board or of any property owner to enforce any of the restrictions, conditions, covenants or reservations

000029413834

contained herein shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other restriction, condition, covenant or reservation.

Except as herein expressly amended, the 1957 Covenants, 1960 Covenants, 1957 Declaration, and 1960 Declaration are hereby ratified and confirmed. This 2013 Amendment shall be effective as of the date of recording and **shall run with the land described herein.**

Vickridge First and Second Addition
Homeowners Association, Inc.

David Denver

By: David Denver, President

10/17/2013

Date

STATE OF KANSAS)

) ss:

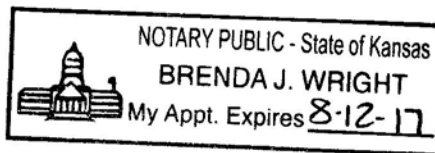
SEDGWICK COUNTY)

This instrument was acknowledged before me on October 17, 2013 by David Denver, President, Vickridge First and Second Addition Homeowners Association, Inc.

Brenda J. Wright

(Signature of notarial officer)

My appointment expires: 8-12-17



Kansas Secretary of State

Resident Agent and/or Registered Office Amendment

- File Date: 2013-06-04
- File Time: 17:51:05

1. Business Entity Name: VICKRIDGE FIRST AND SECOND ADDITION HOME OWNERS ASSOCIATION, INC.
2. Business Entity Number: 0227777
3. Resident Agent: HOA MANAGEMENT SERVICES LLC
4. Registered Office: 900 N TYLER STE 7 WICHITA, KS 67212

"I declare under penalty of perjury pursuant to the laws of the state of Kansas that the foregoing is true and correct."

Executed on the 04 of June , 2013.

BRENDA WRIGHT
Authorized Officer



I, Kris W. Kobach, Secretary of State of Kansas, do hereby certify that this is the true and correct copy of the original document filed electronically on 04 of June , 2013.

Kris W. Kobach

To validate the authenticity of this electronically certified document please visit, <https://www.kansas.gov/rora-amend/validate.do> and enter the following authentication code: 45712

Not For Profit Corporation Annual Report



1. Corporation Name: VICKRIDGE FIRST AND SECOND ADDITION HOME OWNERS ASSOCIATION, INC.
2. Business Entity ID No.: 0227777
3. Tax Closing Date: December 2012
4. State of Incorporation: KS
5. Official Mailing Address:
900 N TYLER STE 7, WICHITA KS 67212

6. Location of Principal Office:
900 N TYLER STE 7, Wichita KS 67212

7. Officers:

David Denver - President or equivalent (This officer is also a member of the governing body)
8601 Tipperary Wichita, KS 67206

8. Governing Body:

9. Does this corporation/organization have the authority to issue stock? No

10. Total number of members: 100

11. Does this corporation hold more than 50% equity ownership in any other business entity on file with the Kansas Secretary of State? No

12. Does this corporation own or lease land in Kansas suitable for use in agriculture? No

Federal Employer Identification Number (FEIN): 0480917372

"I declare under penalty of perjury pursuant to the laws of the state of Kansas that the foregoing is true and correct."

Executed on June 04 2013

Signature of authorized Officer: BRENDA WRIGHT

Title/Position of the signer: ACCT MANAGER

Contact phone number: 316-351-7650

E-mail: CUSTOMERSERVICE@HOMEOWNERMGMT.COM

Electronic File Stamp
Information:

Filed

* Date: 06/04/2013

* Time: 05:55:17 PM

KANSAS SECRETARY OF STATE
NON-CERTIFIED WEB COPY
4/8/2014 1:33:22 PM

Kendra Gideon

From: Ashley Augustine <Ashley@homeownermgnt.com>
Sent: Tuesday, April 8, 2014 2:02 PM
To: Kendra Gideon
Subject: Vickridge HOA

Kendra-

In response to your email below, the Vickridge HOA dues amount is voted on and determined each year at the annual meeting. In 2013 dues were \$600.00/yr and for 2014 they have been set at \$500.00/yr. Hopefully that will give you a general idea. There is no initiation fee. Dues go towards maintenance of the common areas (i.e. landscaping, lighting, irrigation at all 5 entrances), maintenance of the access gate pm Tipperary St, HOA insurance, any legal/attorney fees, monthly water & electric bills, etc.


I hope this information is sufficient. Please let me know if you need anything else.

Thank you,

Ashley Augustine
Vice President of Operations
HOA Management Services
Office 316.351.7650 ext: 204
Fax: 316.425.3117



www.homeownermgnt.com

 please consider the environment before printing this email

Personal & Confidential! The electronic mail and the material attached herein are private, confidential property of the Sender. The information is privileged information intended solely for the intended recipient in the email address above. The recipient does not have the Sender's permission to forward this email to any other person nor may they copy or distribute this information without permission of the Sender. If you are not the intended recipient, please take NO action other than to notify the Sender by reply that the information has been received in error and then arrange for the proper destruction of this transmission. Thank you.

501 N Tara Ln, Wichita, KS 67206

Zoning Map - SF5 - Single Family

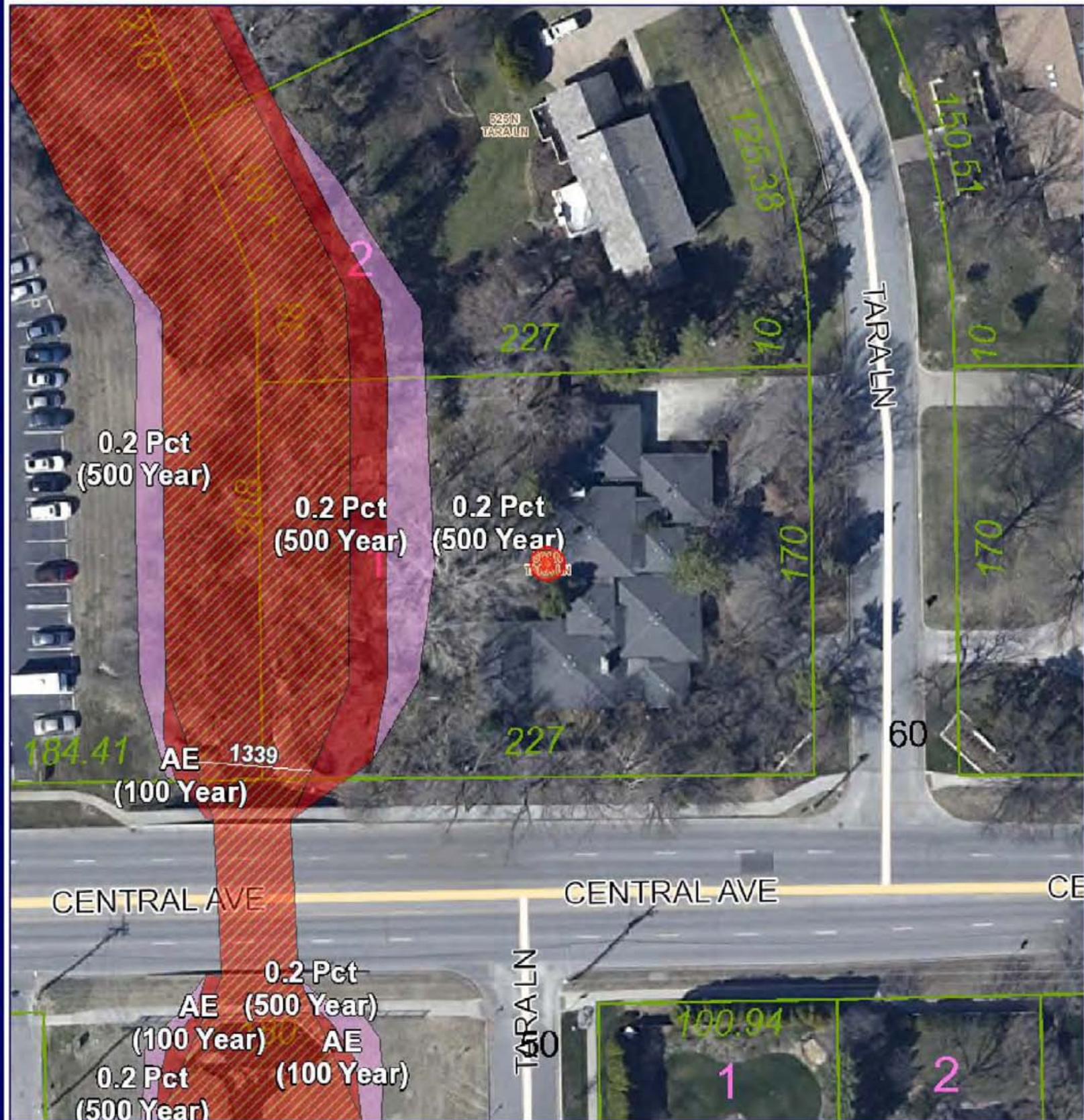


Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174
Wed Apr 2 15:58:11 GMT-0500 2014

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 agrees 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.

501 N Tara Ln, Wichita, KS 67206

Flood Zone - AE



Geographic Information Services
 Division of Information & Operations
www.sedgwickcounty.org/gis
 525 N. Main, Suite 212, Wichita, KS 67203
 Tel: 316.660.9290 Fax: 316.262.1174
 Wed Apr 2 15:58:11 GMT-0500 2014

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 agrees 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.

501 N Tara Ln, Wichita, KS 67206

Aerial



Geographic Information Services
Division of Information & Operations
www.sedgwickcounty.org/gis
525 N. Main, Suite 212, Wichita, KS 67203
Tel: 316.660.9290 Fax: 316.262.1174
Wed Apr 2 15:58:11 GMT-0500 2014

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 agrees 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.

SECOND ADDITION TO VICKRIDGE SEDGWICK COUNTY KANSAS

Exception: Beginning at the S.W. Cor. of Sec. 18, T. 19 S., R. 12 E., thence East 1815.2 feet, thence with an angle to the left of 89° 24' 31.18" for a distance of 337.45 feet, thence with an angle to the left of 74° 57' 12.5" for a distance of 101.38 feet, thence with an angle to the right of 101° 38' 24.41" to the place of beginning.



State of Kansas) ss. I, Clyde M. Southman, Surveyor of Sedgwick County, do hereby certify that I have surveyed and marked the above described plat of the property situated in Sedgwick County, Kansas, and that the accompanying plat is a true and correct exhibit of the property surveyed according to the order of the Board of Commissioners of Sedgwick County, Kansas, and that the following described line (beginning) and (rest) of the S.W. Cor. of said Sec. 18, T. 19 S., R. 12 E., thence North 258 feet, thence East 2100 feet, a distance of 2100 feet, thence right angle a distance of 1000 feet, thence left 45° 08' 18" a distance of 187.8 feet, thence right 88° 40' 44" a distance of 100.0 feet, thence left 107° 00' a distance of 300.0 feet, thence right 37° 30' 16.4" a distance of 81.75 feet, thence along a curve having a radius of 110 feet a distance of 110 feet, described by the following definition: angle and chord, right 50° 18' 10.45" feet, thence right 85° 18' 18.1" feet, thence left 107° 00' feet, thence right 14° 50' 15.0" feet, thence right 150° 00' 100.0 feet, thence right 89° 00' 450.0 feet to the N.E. corner of the lot, having a central angle of 89° 00' and a radius of 450.0 feet, thence along said curve 45.5 feet to the P.O.C. of a curve to the right having a central angle of 141.80 feet, thence along said curve 45.5 feet to the P.O.C. of a curve to the left having a central angle of 90° 00' and a radius of 45.5 feet, thence along said curve 71.56 feet to the N.E. corner of the lot, thence right 243 feet, thence left to the North line of said Sec. 18, to meet the following described tract (see exception).

Know all men by these presents that we, John S. Wertz, George Stollwitsch, Helen Victoria Springs, Kenneth Hill and J. A. Vickery, trustees of the Victoria Testamentary Trusts and of the Helen Victoria Trusts, and Mark K. Carmel, President and Charles J. Stricker, Secretary of Catholic Diocese of Wichita, a corporation, and Helen Victoria Springs and Sam Springer, have caused the land described in the surveyor certificate to be divided into lots, blocks, streets, roads, lanes and a reserve to be known as the SECOND ADDITION TO VICKRIDGE, Sedgwick County, Kansas, and that the same are hereby dedicated to the construction and maintenance of all public utilities and drainages which are necessary for the use of the public and are hereby dedicated to and for the use of the public.

The Victoria Testamentary Trusts
The Helen Victoria Trusts
Helen Victoria Springs, Kenneth Hill and J. A. Vickery, Trustees
Mark K. Carmel, President
Charles J. Stricker, Secretary
Catholic Diocese of Wichita, a corporation
Helen Victoria Springs, President
Sam Springer, Secretary

State of Kansas) ss. I, Edith M. Ball, Notary Public for Sedgwick County, do hereby certify that on this 30th day of January, 1960, before me a Notary Public in Sedgwick County and State of Kansas, John S. Wertz, George Stollwitsch, Helen Victoria Springs, Kenneth Hill and J. A. Vickery, trustees of the Victoria Testamentary Trusts and of the Helen Victoria Trusts, Mark K. Carmel, President and Charles J. Stricker, Secretary of the Catholic Diocese of Wichita, a corporation, and Helen Victoria Springs and Sam Springer, persons known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof, I have hereunto set my hand and affixed my notarial seal the day and year above written.

Edith M. Ball, Notary Public
My Commission Expires July 2, 1960

This plat of "SECOND ADDITION TO VICKRIDGE" Sedgwick County, Kansas, has been submitted to and considered by the Wichita Sedgwick County Metropolitan Area Planning Commission and is hereby transmitted to the Board of City Commissioners with the recommendation that such plat be approved as proposed. Dated this 11th day of January, 1960.

Wichita Sedgwick County Metropolitan Area Planning Commission
Chairman
Secretary

State of Kansas) ss. This is to certify that this plat was filed for record in the office of the Register of Deeds of Sedgwick County, Kansas, on the 11th day of January, 1960, at 11 o'clock P. M., and is duly recorded.

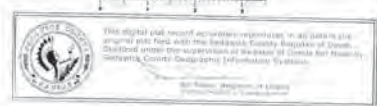
Register of Deeds
Wichita, Kansas

Approved by the Board of City Commissioners this 11th day of January 1960.
C.R.P. Mayor
City Clerk

Approved by the Board of County Commissioners this 11th day of January 1960.
County Clerk

Entered on transfer records this 16th day of January 1960.
County Clerk

45-21



This digital real record accurately represents in all details the original plat filed with the Sedgwick County Register of Deeds. Sedgwick County, Kansas, is a member of the National Automated County Sedgwick County Information System.

Register of Deeds
Wichita, Kansas

Guide to Auction Costs

THE SELLER CAN GENERALLY EXPECT TO PAY ...

- Half Owners Title Insurance Premium
- Half of the Closing Fee
- Real Estate Commission (If Applicable)
- Advertising Costs
- Payoff of Loans, Including Accrued Interest, Statement Fees, Reconveyance Fees and Any Prepayment
- Any Judgements, Tax Liens, Etc. Against The Seller
- Recording Charges Required to Convey Clear Title
- Any Unpaid Taxes and Tax Proation for the Current Year
- Any Unpaid Homeowner Association Dues
- Rent Deposits and Prorated Rents (If Applicable)

THE BUYER CAN GENERALLY EXPECT TO PAY ...

- 10% Buyer's Premium (If Applicable)
- Half Owners Title Insurance Premium
- Half of the Closing Fee
- Lender's Title Policy Premiums (If Obtaining Financing)
- Document Preparation (If Applicable)
- Notary Fees (If Applicable)
- Recording Charges For All Documents in Buyer's Name
- Home Owners Association Transfer/Set Up Fee (If Applicable)
- All New Loan Charges (If Obtaining Financing)
- Homeowner's Insurance Premium for First Year
- All Pre-Paid Deposites for Taxes, Insurance, Pmi, Etc. (If Applicable)



519 N. Oliver, Wichita, Kansas
(316) 683-0612 • (800) 544-4489 • www.McCurdyAuction.com