



SELLER'S DISCLOSURE AND  
CONDITION OF PROPERTY ADDENDUM  
(Residential)

1 SELLER: Matt & Jay McGhee

2 PROPERTY: 2109 Ironwood Dr. Fort Scott, KS 66701

3  
4 1. NOTICE TO SELLER.

5 Be as complete and accurate as possible when answering the questions in this disclosure. Attach additional sheets if  
6 space is insufficient for all applicable comments. SELLER understands that the law requires disclosure of any material  
7 defects, known to SELLER, in the Property to prospective Buyer(s) and that failure to do so may result in civil liability  
8 for damages. Non-occupant SELLERS are not relieved of this obligation. This disclosure statement is designed to  
9 assist SELLER in making these disclosures. Licensee(s), prospective buyers and buyers will rely on this information.

10  
11 2. NOTICE TO BUYER.

12 This is a disclosure of SELLER'S knowledge of the Property as of the date signed by SELLER and is not a substitute  
13 for any inspections or warranties that BUYER may wish to obtain. It is not a warranty of any kind by SELLER or a  
14 warranty or representation by the Broker(s) or their licensees.

15  
16 3. OCCUPANCY.

17 Approximate age of Property? 14 How long have you owned? 7

18 Does SELLER currently occupy the Property? ..... Yes ☒ No ☐

19 If "No", how long has it been since SELLER occupied the Property? ..... years/months

20  
21 4. LAND (SOILS, DRAINAGE AND BOUNDARIES). (IF RURAL OR VACANT LAND, ATTACH SELLER'S LAND  
22 DISCLOSURE ALSO.) ARE YOU AWARE OF:

23 a. Any fill or expansive soil on the Property? ..... Yes ☐ No ☒

24 b. Any sliding, settling, earth movement, upheaval or earth stability problems  
25 on the Property? ..... Yes ☐ No ☒

26 c. The Property or any portion thereof being located in a flood zone, wetlands  
27 area or proposed to be located in such as designated by FEMA which  
28 requires flood insurance? ..... Yes ☐ No ☒

29 d. Any drainage or flood problems on the Property or adjacent properties? ..... Yes ☐ No ☒

30 e. Any flood insurance premiums that you pay? ..... Yes ☐ No ☒

31 f. Any need for flood insurance on the Property? ..... Yes ☐ No ☒

32 g. Any boundaries of the Property being marked in any way? ..... Yes ☐ No ☒

33 h. The Property having had a stake survey? ..... Yes ☐ No ☒

34 i. Any encroachments, boundary line disputes, or non-utility easements  
35 affecting the Property? ..... Yes ☐ No ☒

36 j. Any fencing on the Property? ..... Yes ☒ No ☐  
37 If "Yes", does fencing belong to the Property? ..... N/A ☐ Yes ☐ No ☒ or N  
side

38 k. Any diseased, dead, or damaged trees or shrubs on the Property? ..... Yes ☐ No ☒

39 l. Any gas/oil wells, lines or storage facilities on Property or adjacent property? ..... Yes ☐ No ☒

40 m. Any oil/gas leases, mineral, or water rights tied to the Property? ..... Yes ☐ No ☒

41  
42 If any of the answers in this section are "Yes", explain in detail or attach other documentation: \_\_\_\_\_  
43 \_\_\_\_\_  
44 \_\_\_\_\_  
45 \_\_\_\_\_

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5. ROOF.

- a. Approximate Age: 4 years ☐ Unknown Type: metal
- b. Have there been any problems with the roof, flashing or rain gutters? ..... Yes ☐ No ☒  
If "Yes", what was the date of the occurrence? .....
- c. Have there been any repairs to the roof, flashing or rain gutters? ..... Yes ☐ No ☒  
Date of and company performing such repairs
- d. Has there been any roof replacement? ..... Yes ☒ No ☐  
If "Yes", was it: ☒ Complete or ☐ Partial
- e. What is the number of layers currently in place? NA layers or ☐ Unknown.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: Composite roof was replaced with metal

6. INFESTATION. ARE YOU AWARE OF:

- a. Any termites, wood destroying insects, or other pests on the Property? ..... Yes ☐ No ☒
- b. Any damage to the Property by termites, wood destroying insects or other pests? ..... Yes ☐ No ☒
- c. Any termite, wood destroying insects or other pest control treatments on the Property in the last five (5) years? ..... Yes ☐ No ☒  
If "Yes", list company, when and where treated
- d. Any current warranty, bait stations or other treatment coverage by a licensed pest control company on the Property? ..... Yes ☒ No ☐  
If "Yes", the annual cost of service renewal is \$ 240 and the time remaining on the service contract is 1 month.  
(Check one) ☐ The treatment system stays with the Property or ☒ the treatment system is subject to removal by the treatment company if annual service fee is not paid.

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: Pest control company sprays every 3 months

7. STRUCTURAL, BASEMENT/CRAWL SPACE, FIREPLACE AND EXTERIOR ITEMS.  
ARE YOU AWARE OF:

- a. Any movement, shifting, deterioration, or other problems with walls, foundations, crawl space or slab? ..... Yes ☐ No ☒
- b. Any cracks or flaws in the walls, ceilings, foundations, concrete slab, crawl space, basement floor or garage? ..... Yes ☐ No ☒
- c. Any corrective action taken including, but not limited to piercing or bracing? ..... Yes ☐ No ☒
- d. Any water leakage or dampness in the house, crawl space or basement? ..... Yes ☒ No ☐
- e. Any dry rot, wood rot or similar conditions on the wood of the Property? ..... Yes ☐ No ☒
- f. Any problems with driveways, patios, decks, fences or retaining walls on the Property? ..... Yes ☐ No ☒
- g. Any problems with fireplace including, but not limited to firebox, chimney, chimney cap and/or gas line? ..... Yes ☐ No ☒  
Date of any repairs, inspection(s) or cleaning?                       
Date of last use?
- h. Does the Property have a sump pump? ..... Yes ☒ No ☐  
If "Yes", location: basement
- i. Any repairs or other attempts to control the cause or effect of any problem described above? ..... Yes ☐ No ☐

If any of the answers in this section are "Yes", explain in detail or attach all warranty information and other documentation: replaced kitchen floor and small area in dining room ceiling. Both areas were treated with antimicrobial.

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8. ADDITIONS AND/OR REMODELING.

- a. Are you aware of any additions, structural changes, or other material alterations to the Property? ..... Yes ☐ No ☒  
If "Yes", explain in detail: \_\_\_\_\_
- b. If "Yes", were all necessary permits and approvals obtained, and was all work in compliance with building codes? ..... N/A ☐ Yes ☐ No ☐  
If "No", explain in detail: \_\_\_\_\_

9. PLUMBING RELATED ITEMS.

- a. What is the drinking water source? ☒ Public ☐ Private ☐ Well ☐ Cistern  
If well water, state type \_\_\_\_\_ depth \_\_\_\_\_  
diameter \_\_\_\_\_ age \_\_\_\_\_
- b. If the drinking water source is a well, when was the water last checked for safety and what was the result of the test? \_\_\_\_\_
- c. Is there a water softener on the Property? ..... Yes ☐ No ☒  
If "Yes", is it: ☐ Leased ☐ Owned?
- d. Is there a water purifier system? ..... Yes ☐ No ☒  
If "Yes", is it: ☐ Leased ☐ Owned?
- e. What type of sewage system serves the Property? ☐ Public Sewer ☐ Private Sewer  
☒ Septic System ☐ Cesspool ☐ Lagoon ☐ Other \_\_\_\_\_
- f. The location of the sewer line clean out trap is: 10ft N of NW corner
- g. Is there a sewage pump on the septic system? ..... N/A ☐ Yes ☒ No ☐
- h. Is there a grinder pump system? ..... Yes ☒ No ☐
- i. If there is a privately owned system, when was the septic tank, cesspool, or sewage system last serviced? 10 yrs By whom? \_\_\_\_\_
- j. Is there a sprinkler system? ..... Yes ☒ No ☐  
Does sprinkler system cover full yard and landscaped areas? ..... N/A ☐ Yes ☐ No ☒  
If "No", explain in detail: landscaped area & yard closest to house
- k. Are you aware of any leaks, backups, or other problems relating to any of the, plumbing, water, and sewage related systems? ..... Yes ☐ No ☒
- l. Type of plumbing material currently used in the Property:  
☐ Copper ☐ Galvanized ☒ Other Pex piping  
The location of the main water shut-off is: basement bedroom
- m. Is there a back flow prevention device on the lawn sprinkling system, sewer or pool? ..... N/A ☐ Yes ☐ No ☐

If your answer to (k) in this section is "Yes", explain in detail or attach available documentation: Sprinkler system has a leak and has been shut off.

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# 10. HEATING AND AIR CONDITIONING.

- a. Does the Property have air conditioning? ..... Yes ☒ No ☐  
☒ Central Electric ☐ Central Gas ☐ Heat Pump ☐ Window Unit(s)  
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?  
1. 14 years ✓  
2. 14 years ✓
- b. Does the Property have heating systems? ..... Yes ☒ No ☐  
☐ Electric ☐ Fuel Oil ☒ Natural Gas ☐ Heat Pump ☐ Propane  
☐ Fuel Tank ☐ Other  
Unit Age of Unit Leased Owned Location Last Date Serviced/By Whom?  
1. 14 years ✓  
2. 14 years ✓
- c. Are there rooms without heat or air conditioning? ..... Yes ☐ No ☒  
If "Yes", which room(s)? .....
- d. Does the Property have a water heater? ..... Yes ☒ No ☐  
☐ Electric ☐ Gas ☐ Solar ☒ Tankless  
Unit Age of Unit Leased Owned Location Capacity Last Date Serviced/By Whom?  
1. 14 ✓  
2. ....
- e. Are you aware of any problems regarding these items? ..... Yes ☒ No ☐  
If "Yes", explain in detail: upstairs AC is not as strong as downstairs

## 11. ELECTRICAL SYSTEM.

- a. Type of material used: ☐ Copper ☐ Aluminum ☒ Unknown
- b. Type of electrical panel(s): ☒ Breaker ☐ Fuse  
Location of electrical panel(s): East wall of main level  
Size of electrical panel (total amps), if known: .....
- c. Are you aware of any problem with the electrical system? ..... Yes ☐ No ☒  
If "Yes", explain in detail: .....

## 12. HAZARDOUS CONDITIONS. ARE YOU AWARE OF:

- a. Any underground tanks on the Property? ..... Yes ☐ No ☒
- b. Any landfill on the Property? ..... Yes ☐ No ☒
- c. Any toxic substances on the Property, (e.g. tires, batteries, etc.)? ..... Yes ☐ No ☒
- d. Any testing for any of the above-listed items on the Property? ..... Yes ☐ No ☒
- e. Any professional testing/mitigation for radon on the Property? ..... Yes ☐ No ☒
- f. Any professional testing/mitigation for mold on the Property? ..... Yes ☒ No ☐
- g. Any other environmental issues? ..... Yes ☐ No ☒
- h. Any methamphetamine or controlled substances ever being used or manufactured on the Property? ..... Yes ☐ No ☒  
(In Missouri, a separate disclosure is required if methamphetamine or other controlled substances have been present on or in the Property.)

If any of the answers in this section are "Yes", explain in detail or attach test results and other documentation: There was mold in the kitchen floor one year ago after an appliance leak. An antimicrobial treatment was used and the floor replaced.

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13. NEIGHBORHOOD INFORMATION & HOMEOWNER'S ASSOCIATION. ARE YOU AWARE OF:

- a. Any current/pending bonds, assessments, or special taxes that apply to Property? ..... Yes ☐ No ☒  
If "Yes", what is the amount? \$ .....
- b. Any condition or proposed change in your neighborhood or surrounding area or having received any notice of such? ..... Yes ☐ No ☒
- c. Any defect, damage, proposed change or problem with any common elements or common areas? ..... Yes ☐ No ☒
- d. Any condition or claim which may result in any change to assessments or fees? ..... Yes ☐ No ☒
- e. Any streets that are privately owned? ..... Yes ☒ No ☐
- f. The Property being in a historic, conservation or special review district that requires any alterations or improvements to the Property be approved by a board or commission? ..... Yes ☒ No ☒
- g. The Property being subject to tax abatement? ..... Yes ☐ No ☒
- h. The Property being subject to a right of first refusal? ..... Yes ☐ No ☒  
If "Yes", number of days required for notice: .....
- i. The Property being subject to covenants, conditions, and restrictions of a Homeowner's Association or subdivision restrictions? ..... Yes ☒ No ☐
- j. Any violations of such covenants and restrictions? ..... N/A ☐ Yes ☐ No ☒
- k. The Homeowner's Association imposing its own transfer fee and/or initiation fee when the Property is sold? ..... N/A ☐ Yes ☐ No ☒  
If "Yes", what is the amount? \$ .....

Homeowner's Association dues are paid in full until \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ payable ☐ yearly ☐ semi-annually ☐ monthly ☐ quarterly, sent to \_\_\_\_\_ and such includes: \_\_\_\_\_

Homeowner's Association/Management Company contact name, phone number, website, or email address:

Dale & Karra Metcalf Meadows Subdivision

If any of the answers in this section are "Yes" (except h and k), explain in detail or attach other documentation: See attachment

14. PREVIOUS INSPECTION REPORTS.

- Has Property been inspected in the last twelve (12) months? ..... Yes ☐ No ☒  
If "Yes", a copy of inspection report(s) are available upon request.

15. OTHER MATTERS. ARE YOU AWARE OF:

- a. Any of the following?  
☐ Party walls ☐ Common areas ☐ Easement Driveways ..... Yes ☐ No ☒
- b. Any fire damage to the Property? ..... Yes ☐ No ☒
- c. Any liens, other than mortgage(s)/deeds of trust currently on the Property? ..... Yes ☐ No ☒
- d. Any violations of laws or regulations affecting the Property? ..... Yes ☐ No ☒
- e. Any other conditions that may materially affect the value or desirability of the Property? ..... Yes ☐ No ☒
- f. Any other condition, including but not limited to financial, that may prevent you from completing the sale of the Property? ..... Yes ☐ No ☒
- g. Any general stains or pet stains to the carpet, the flooring or sub-flooring? ..... Yes ☐ No ☒
- h. Missing keys for any exterior doors, including garage doors to the Property? ..... Yes ☐ No ☒  
List locks without keys .....
- i. Any violations of zoning, setbacks or restrictions, or non-conforming uses? ..... Yes ☐ No ☒
- j. Any unrecorded interests affecting the Property? ..... Yes ☐ No ☒
- k. Anything that would interfere with giving clear title to the BUYER? ..... Yes ☐ No ☒

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- 250 l. Any existing or threatened legal action pertaining to the Property? ..... Yes ☐ No ☒
- 251 m. Any litigation or settlement pertaining to the Property? ..... Yes ☐ No ☒
- 252 n. Any added insulation since you have owned the Property? ..... Yes ☐ No ☒
- 253 o. Having replaced any appliances that remain with the Property in the  
254 past five (5) years? ..... Yes ☐ No ☒
- 255 p. Any transferable warranties on the Property or any of its  
256 components? ..... Yes ☒ No ☐
- 257 q. Having made any insurance or other claims pertaining to the Property  
258 in the past five (5) years? ..... Yes ☐ No ☒
- 259 If "Yes", were repairs from claim(s) completed? ..... Yes ☒ No ☐
- 260 r. Any use of synthetic stucco on the Property? ..... N/A ☐ Yes ☒ No ☐
- 261 Yes ☐ No ☒

262 If any of the answers in this section are "Yes", explain in detail: Dishwasher was replaced  
 263 and the kitchen/dining room floor.  
 264 \_\_\_\_\_  
 265 \_\_\_\_\_  
 266 \_\_\_\_\_

267 **16. UTILITIES.** Identify the name and phone number for utilities listed below.

268 Electric Company Name: Westar Energy Phone # 800-383-1183  
 269 Gas Company Name: Kansas Gas Service Phone # 800-794-4780  
 270 Water Company Name: Consolidated RWD #2 Phone # 620-223-1110  
 271 \_\_\_\_\_

272 **17. FIXTURES, EQUIPMENT AND APPLIANCES (FILL IN ALL BLANKS).**

273 The Residential Real Estate Sale Contract, including this paragraph of the residential Seller's Disclosure and  
 274 Condition of Property Addendum ("Seller's Disclosure"), not the MLS, or other promotional material, provides for  
 275 what is included in the sale of the Property. Items listed in the "Additional Inclusions" or "Exclusions" in  
 276 Subparagraphs 1a and 1b of the Contract supersede the Seller's Disclosure and the pre-printed list in Paragraph 1  
 277 of the Contract. If there are no "Additional Inclusions" or "Exclusions" listed, the Seller's Disclosure and the pre-  
 278 printed list govern what is or is not included in this sale. If there are differences between the Seller's Disclosure and  
 279 the Paragraph 1 list, the Seller's Disclosure governs. Unless modified by the Seller's Disclosure and/or the  
 280 "Additional Inclusions" and/or the "Exclusions" in Paragraph 1a and/or 1b, all existing improvements on the Property  
 281 (if any) and appurtenances, fixtures and equipment (which seller agrees to own free and clear), whether buried,  
 282 nailed, bolted, screwed, glued or otherwise permanently attached to Property are expected to remain with Property,  
 283 including, but not limited to:

- |                                      |                                 |                                    |
|--------------------------------------|---------------------------------|------------------------------------|
| 284 Bathroom mirrors                 | Lighting and light fixtures     | Shelving, racks and towel bars     |
| 285 Fences                           | Mounted entertainment brackets  | (if attached)                      |
| 286 Fireplace grates, screens and/or | Other mirrors (if attached)     | Storm windows, doors & screens     |
| 287 glass doors (if attached)        | Plumbing equipment and fixtures | Window blinds, curtains, coverings |
| 288 Floor coverings (if attached)    |                                 | and mounting components            |
| 289                                  |                                 |                                    |

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Fill in all blanks using one of the abbreviations listed below.

"OS" = Operating and Staying with the Property (any item that is performing its intended function).

"EX" = Staying with the Property but Excluded from Mechanical Repairs; cannot be an Unacceptable Condition.

"NA" = Not applicable (any item not present).

"NS" = Not staying with the Property (item should be identified as "NS" below.)

NA Air Conditioning Window Units, #

OS Air Conditioning Central System

NA Attic Fan

OS Ceiling Fan(s), # 4 1 other doesn't work

NA Central Vac and Attachments

OS Doorbell

NA Electric Air Cleaner or Purifier

OS Exhaust Fan(s) Baths

NA Fences - Invisible & Controls

Fireplace(s), # 0

Location #1 Location #2

Chimney Chimney

Gas Logs Gas Logs

Gas Starter Gas Starter

Heat Re-circulator Heat Re-circulator

Insert Insert

Wood Burning Stove Wood Burning Stove

Other Other

NA Fountain(s)

OS Furnace/Heat Pump/Other Htg System

EX Garage Door Keyless Entry don't know code

OS Garage Door Opener(s), # 2

NA Garage Door Transmitter(s), #

NA Gas Yard Light

EX Humidifier

NA Intercom

OS Jetted Tub

KITCHEN APPLIANCES

Cooking Unit

NA Cooktop Elec. Gas

OS Microwave Oven

OS Oven

Elec. Gas Convection

OS Stove/Range

Elec. Gas Convection

OS Dishwasher

OS Disposal

OS Freezer

Location

OS Ice maker

OS Refrigerator (#1)

Location kitchen

NA Refrigerator (#2)

Location

NA Trash Compactor

OS Laundry - Washer

OS Laundry - Dryer

Elec. Gas

MOUNTED ENTERTAINMENT EQUIPMENT

Item #1

Location

Item #2

Location

Item #3

Location

Item #4

Location

NA Outside Cooking Unit

NA Playset

NA Propane Tank

Owned Leased

OS Security System

Owned Leased

OS Shed

OS Smoke/Fire Detector(s), # 4

NA Spa/Hot Tub

NA Spa/Sauna

NA Spa Equipment

EX Sprinkler System Auto Timer

? Sprinkler System Back Flow Valve

EX Sprinkler System (Components & Controls)

NA Statuary/Yard Art

OS Sump Pump

NA Swimming Pool

NA Swimming Pool Heater

NA Swimming Pool Equipment

OS TV Antenna/Receiver/Satellite Dish

Owned Leased

OS Water Heater

NA Water Softener and/or Purifier

Owned Leased

Other

Other

Other

Other

Other

Other

Other

Other

Other

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Disclose any material information and describe any significant repairs, improvements or alterations to the Property not fully revealed above. If applicable, state who did the work. Attach to this disclosure any repair estimates, reports, invoices, notices or other documents describing or referring to the matters revealed herein:

The undersigned SELLER represents, to the best of their knowledge, the information set forth in the foregoing Disclosure Statement is accurate and complete. SELLER does not intend this Disclosure Statement to be a warranty or guarantee of any kind. SELLER hereby authorizes the Licensee assisting SELLER to provide this information to prospective BUYER of the Property and to real estate brokers and salespeople. SELLER will promptly notify Licensee assisting the SELLER, in writing, if any information in this disclosure changes prior to Closing, and Licensee assisting the SELLER will promptly notify Licensee assisting the BUYER, in writing, of such changes, (SELLER and BUYER initial and date any changes and/or attach a list of additional changes. If attached, # of pages).

CAREFULLY READ THE TERMS HEREOF BEFORE SIGNING. WHEN SIGNED BY ALL PARTIES, THIS DOCUMENT BECOMES PART OF A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, CONSULT AN ATTORNEY BEFORE SIGNING.

<u>Matthew Webb</u>	<u>05.14.18</u>	<u>Jay McGinn</u>	<u>5-14-18</u>
SELLER	DATE	SELLER	DATE

**BUYER ACKNOWLEDGEMENT AND AGREEMENT**

1. I understand and agree the information in this form is limited to information of which SELLER has actual knowledge and SELLER need only make an honest effort at fully revealing the information requested.
2. This Property is being sold to me without warranties or guaranties of any kind by SELLER, Broker(s) or agents concerning the condition or value of the Property.
3. I agree to verify any of the above information, and any other important information provided by SELLER or Broker(s) (including any information obtained through the Multiple Listing Service) by an independent investigation of my own. I have been specifically advised to have Property examined by professional inspectors.
4. I acknowledge neither SELLER nor Broker(s) is an expert at detecting or repairing physical defects in Property.
5. I specifically represent there are no important representations concerning the condition or value of Property made by SELLER or Broker(s) on which I am relying except as may be fully set forth in writing and signed by them.

_____ BUYER	_____ DATE	_____ BUYER	_____ DATE
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Approved by Legal Counsel of the Kansas City Regional Association of REALTORS® for exclusive use by its REALTOR® members. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practices, and differing circumstances in each transaction may dictate that amendments to this Contract be made. Last revised 10/16. All previous versions of this document may no longer be valid. Copyright January 2017.



## RESTRICTIONS

FOR

### THE MEADOWS, PHASE I

### A SUBDIVISION OF FORT SCOTT, BOURBON COUNTY, KANSAS

#### 1. DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That Dale E. Metcalf and Karen S. Metcalf, hereinafter called the Owners, have caused to be surveyed and platted the lands hereinafter described, under the name of The Meadows, Phase I, a subdivision of Fort Scott, Bourbon County, Kansas, and have caused the same to be divided into lots, streets, drives and rights-of-way and to hereby dedicate the said streets, drives and rights-of-way as shown on said plat to the public use.

#### 2. DESCRIPTION

The following is a particular description of the lands to be embraced within the Phase I of the aforesaid plat or subdivision:

A tract of land in the East Half (E 1/2) of the Northwest Quarter (NW 1/4) of Section 7, Township 26 South, Range 25, East of the 6th Principal Meridian, Bourbon County, Kansas, described as follows, to-wit:

Beginning at the Southeast Corner of the Northwest Quarter (NW 1/4) of said Section 7; running thence West, along the South Line of said Northwest Quarter (NW 1/4), 1322.60 feet to the Southwest Corner of the East Half (E 1/2) of the Southwest Quarter (SW 1/4) of said Section 7; thence North, along the West Line of the East Half (E 1/2) of said Northwest Quarter (NW 1/4), 2,327.36 feet to a point 325.00 feet South of the North Line of the Northwest Quarter (NW 1/4) of said Section 7; thence East, parallel to the North Line of said Northwest Quarter (NW 1/4), 921.59 feet; thence South, parallel to the East Line of the Northwest Quarter (NW 1/4) of said Section 5, ahead 5.00 feet; thence East, parallel to the North Line of said Northwest Quarter (NW 1/4), 400.00 feet to the East Line of the Northwest Quarter (NW 1/4) of said Section 7, said point being 330.00 feet South of the Northeast Corner of the Northwest Quarter (NW 1/4) of said Section 7; thence South, along the East Line of the Northwest Quarter (NW 1/4) of said Section 7, ahead 2,333.45 feet to the Point of Beginning.

Containing 70.75 acres more or less and subject to restrictions, easements and rights-of-way of record, if any.

The Owners, Dale Metcalf and Kay Metcalf, declare that the aforesaid land shown on the plat above-referred to, is held and shall be conveyed subject to the reservations, restrictions and covenants hereinafter set forth, and the uses to which the lots or tracts constituting such subdivision may be put, and hereby specify that such declaration shall constitute covenants to run with all of the land as provided by law, and shall be binding upon all parties and all persons claiming under them, or for the benefit of and limitations on all future owners in such subdivision. This declaration of restrictions being designed for the purpose of keeping the subdivision desirable, uniform and suitable in architectural design and use as specified herein.

### 3. USE OF LAND

Building construction must begin within one (1) year of purchase of lot, or the property shall revert back to the Owners. The lots and tracts shall be used for private dwelling purposes only. No store or business, no gas, oil or automobile service station, and no flat or apartment house, though intended for dwelling purposes, and no building of any kind whatsoever shall be erected or maintained thereon, except a private dwelling house and such outbuildings as are customarily appurtenant to such dwellings, each house being detached and being designed for occupancy for single family only, or as hereinafter set forth. No shack, basement, garage, trailer, tent, barn or other outbuilding erected on or moved onto any lot in the subdivision shall at any time be used as a residence, temporarily or permanently. The Owners may operate an office and Owners may also operate a temporary sales office on the lots hereby restricted.

No noxious or offensive activities shall be carried on in any structure upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

### 4. ONLY NEW DWELLINGS CONSTRUCTED ON PREMISES ALLOWED

There shall be no mobile or modular homes located on any lot, and there shall be no prefab homes moved onto any lot without prior written permission of the Owners. There shall be no dwelling which has been constructed at another location moved onto said lot. It is the intention of these Owners that these lots shall be developed through construction of new homes which are constructed on the premises, nor shall there be allowed more than one single family dwelling on any one lot.

## 5. APPROVAL OF PLANS

No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition thereto or change or alterations therein be made until plans and specification, color or scheme, plot plan and grading plan therefor, or other information satisfactory to the Owners shall have been submitted to and approved in writing by the Owners, and a copy thereof as finally approved lodged with the Owners. The architectural character of the proposed structure shall be in harmony with, and compatible to those structures in the neighboring environment. Excessive similarity or dissimilarity of design, unless an extension of an existing structure, may be considered harmful and inappropriate. The following guidelines shall apply:

- a) Interior plans of single family residences will not be subject to approval.
- b) Exterior foundations above finish grade must be faced with brick, stone, or other appropriate finish material.
- c) Roof materials such as slate, tile, medium to thick butt wood shingles, and darker tones high quality asphalt shingles, are recommended.
- d) Exterior colors in earth tones are encouraged.
- e) Mail boxes & their supports will be constructed of metal painted black, or stained wood. Gas meters shall be hidden architecturally or through the use of remote reading devices.

Two copies of the following plans and specifications must then be submitted to the Owners:

### Plans and Specifications:

- a) Building area (sq. ft.) including floor plans for each level;
- b) Pencil rendered exterior elevations;
- c) Wall sections;
- d) Description of materials, including architectural, structural, mechanical, and electrical systems;
- e) Pencil rendering of residential structure.

After approval of plans have been given by the Owners, revisions shall not be made unless written request for revisions have been submitted and approval has been given by the Owners.

for to change of any building's exterior character, by adding, or alteration, the Record Title Owner, or his designated agent, shall secure the approval of the Owners.

Approval of plans and specifications shall expire unless construction commences within twelve (12) months after approval of said plans.

#### 6. SIZE OF DWELLING

No dwelling shall be permitted which contains less than 1,600 square feet of living space on the first floor if the dwelling contains more than one level; if the dwelling is one level it must contain no less than 2200 square feet of living space, excluding open porches, basements, and garages as square footage. This applies to lots 7 through 14, 18 through 21, and 24 through 26 of the plat, Phase I.

No dwelling shall be permitted which contains less than 1,400 square feet of living space on the first floor if the dwelling contains more than one level; if the dwelling is one level it must contain no less than 2000 square feet of living space, excluding open porches, basements, and garages as square footage. This applies to lots 1 through 6, 15 through 17, and 27 through 30 of the plat, Phase I.

It is the intention and purpose of this covenant to insure that all dwellings shall be of quality workmanship and materials substantially the same or better than that which can be produced on the date these covenants were recorded.

Any residence erected on any of the lots hereby restricted, shall not be more than two stories in height provided, however, variations may exist with the written consent of the Owners.

#### 7. SEWAGE DISPOSAL UNITS

Each lot owner shall erect and construct an individual sewage disposal unit and shall maintain the same in complete compliance with all applicable laws and regulations of Bourbon County, the State of Kansas, and any other government agency having jurisdiction of said disposal system, whether it be categorized as septic tank, holding tank or otherwise, and shall be of a minimum of 1,000 gallon capacity with laterals running therefrom of not less than 600 feet in length, and said laterals shall be at least 25 feet from water transmission lines and drainage easements.

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste shall not be kept except in approved sanitary containers, and all vacant lots shall be mowed and kept free from garbage, trash and other refuse, and shall be maintained in an attractive manner, which shall not detract from the surrounding properties.

#### 8. FENCES, WALLS, HEDGES & TREES

No fences, walls, hedges or barriers shall be permitted upon or adjoining property lines except as follows:

- a) Hedges not exceeding three (3) feet in height are permitted along front property lines and side property lines in the front yard setback areas.
- b) Walls, fences and hedges, not exceeding five (5) feet in height are permitted along rear property lines and the side property lines behind the front yard setback lines.
- c) Fences, hedges & walls, to the extent permitted herein, shall require approval of the Owners, Dale and Kay Metcalf.

#### 9. UNATTACHED GARAGES, STORAGE SHEDS, ETC.

Any unattached garages, storage sheds (maximum 24' x 30' gross dimension) and accessory uses must be constructed behind the back face of the principal structure and must be kept a minimum of 10' from the rear property line.

Additional structures with the exception of greenhouses must match the architecture of the house. No exposed or exterior radio or television transmission or receiving antennas, including satellite dishes, shall be erected, placed or maintained on any part of any lot.

#### 10. UTILITIES

No above ground or underground storage tank may be placed on any lot.

All service lines for utility services shall be supplied through an underground system.

#### 11. LIGHTING

Lighting for drives and parking shall be placed to avoid directing light on adjoining property.

#### 12. DRIVES & PARKING

All parking and drives shall be hard-surfaced using cement or asphaltic binder pavement.

#### 13. LOT DIVISION

There shall be no division of platted lots for building sites without the approval of the Owners.

#### 14. LOT APPEARANCE

Good aesthetic design is a very important covenant for buildings within The Meadows residential area. The covenant does not intend to restrict or inhibit types of building design, however, effort must be made to construct buildings which compliment and harmonize with other architecture in the development, and with the natural environment in the area. The highest standards of architectural quality are encouraged.

Any exterior air-conditioning equipment, flag pole or any other structure in public view must be shown upon the site plan.

No tent, trailer, boat, camper, motor home or commercial vehicle or other movable or temporary structure, except storage shed will be maintained on any lot within public view for more than seven (7) days within any calendar year.

#### 15. SETBACK

No part of any dwelling or other building shall be erected or maintained on any lot nearer to the front line or nearer to the side street line than the minimum building setback line shown on the recorded plat. For purposes of this covenant, eaves, steps, open porches, terraces, patios, shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon any other lot, unless said adjoining lot is owned by the same person or persons.

## 16. EASEMENTS

No building or other permanent structure shall be erected or maintained on any part of any area indicated as "easement", but the Record Title Owners of lots may erect and maintain a fence, wall or hedge along the property line within such easement, but subject at all times to the prior right to use such area for public or quasipublic purposes.

The right is reserved to locate, construct, erect and maintain, or cause to be located, constructed, erected or maintained within the areas indicated on the plat above referred to as "easement", sewer and other pipelines, conduits, poles and wires, and any other method of conducting or performing any public or quasipublic utility or function above or beneath the surface of the ground, with the right of access at any time to the same for the purpose of repair and maintenance.

The Owners shall have the right at any time to extinguish or vacate such easements or rights-of-way as to all or any portion of said property, subject to any agreement regarding use of the easements which may be in force at that time.

## 17. SIGNS, BILLBOARDS AND MISCELLANEOUS PROVISIONS

The construction or maintenance of signs, billboards or advertising structures of any kind on any lot is prohibited, except that one sign or billboard advertising the rental or sale of property shown on the plat above referred to is permitted, provided it does not exceed 3 by 5 feet in size, and except that signs of a larger size advertising the subdivision may be erected by the Owners.

All construction activities, materials, and debris shall be confined to the lot on which construction occurs.

Except during construction of the residence, there shall be no parking of commercial vehicles on any lot or street within the subdivision, other than for routine pick-up or delivery.

No motor vehicles under repair, inoperative motor vehicles, machinery or commercial equipment shall remain on any street within the subdivision or on any part of any lot for more than 3 consecutive days, nor more than 3 days in any 30-day period, except when stored in an enclosed structure that is allowed by these covenants.

The lawn must be seeded and kept only as a lawn, including trees, flowers, and shrubs. All lots shall be kept and maintained in a neat and clean condition and shall be mowed as reasonably necessary to maintain a neat appearance, both before and after construction of the residence.

No trash, ashes, or other refuse may be thrown or dumped on any lot. No trash, garbage or other waste shall be kept except in sanitary containers. All incinerators and other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Trash containers or areas shall be fenced or otherwise shielded from view of streets and adjoining lots.

The Record Title Owners of the lots in this subdivision shall not keep any animals, livestock or poultry of any kind, and no such animals, livestock or poultry shall be raised, bred or kept on any lot except dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

The Owners reserve the right to waive or modify any of the above prohibitions set forth in this section as to any lot or lots shown on the plat above referred to, such waiver to bind the Owners, their successors and all Record Title Owners of lots shown in said plat above referred to. Waiver in this manner above set forth as to any particular lot or lots shall not release the prohibition in this section as to any other lot.

#### 18. DURATION

All and each of the above restrictions, conditions and covenants herein shall terminate and end and be of no further effect, whether legal or equitable, and shall not be enforceable on or after January 1, 2020; however, these restrictions, conditions and covenants contained herein may be extended beyond that period stated for in their duration for a new period not exceeding ten (10) years by an instrument executed by the then Record Title Owners of a majority of the lots in the aforesaid subdivision, and duly acknowledged and recorded in the office of the Register of Deeds of Bourbon County, Kansas, before the expiration of the original period of duration, and further extensions may be effected in a like manner.



**19. RIGHT TO ENFORCE**

The restrictions and covenants herein set forth shall run with the land and bind the Record Title Owners, their successors and assigns, and all parties claiming by, through or under them shall observe said restrictions as to the use of said lots and the construction of improvements therein, and the Record Title Owners of any of the above lands shown on this plat above referred to 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 these restrictions above set forth in addition to the ordinary legal action for damages and failure of the Owners or Record Title Owners of any other lot or lots shown on the plat above referred time of this violation shall in no event be deemed to be a waiver of a right to do so thereafter. No right of action shall accrue nor shall any action be brought or maintained by anyone whomsoever against the Owners for or on account of any action or inaction taken thereby in connection herewith.

**20. PARTIAL INVALIDATION**

Invalidation of any one of these covenants or restrictions by judgment or court order shall in nowise affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Owners have caused this instrument to be executed this \_\_\_\_\_ day of October, 1994.

\_\_\_\_\_  
**DALE E. METCALF**

\_\_\_\_\_  
**KAREN S. METCALF**