



# MONARCH TOWNHOMES

## Real Estate Disclosures

### Property Tax Estimate:

2023 Mill Levy - 129.286

Annual Tax Estimate = Appraised Value x 1.45% (based on 2023 Mill Levy)

NO Special Taxes pertaining to initial development infrastructure; special taxes on tax record may exist in the amount of approximately \$1,850, which are to be paid in full by seller at closing.

### Estimated HOA Dues:

\$80-\$120 per unit, monthly with a one-time initiation fee of \$250 per unit

Includes: lawn mowing, lawn irrigation, sprinkler system and fertilization.

\*HOA Dues to update annually based on current bids obtained by board.

*The above are Estimates only and may vary once fully assessed and over time.*

### Per Diem Extension Rate:

In the event a closing extension is requested due to buyer or lender preference or delay, a per diem rate of \$30 per day per unit may be applied at seller's discretion.

### Agency Disclosure:

Member(s) of the development or building group(s) may be licensed agents.

Listing agent(s) may be related to a member of the development/building entity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

7/31/24

\_\_\_\_\_  
Date

## KANSAS ENERGY EFFICIENCY DISCLOSURE

Common Address or Legal Description of Residence: \_\_\_\_\_

**Part 2: Builder may provide the following additional information about this house:**

## GROUNDWATER / ENVIRONMENTAL ADDENDUM

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

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

5 The parties are proposing the sale and purchase of certain property, commonly known as:

6 2203-2289 N 159th Ct Wichita KS 67228

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

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

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

10 AS Seller has no knowledge of groundwater contamination or other environmental concerns;  
11 or

12 \_\_\_\_\_ Known groundwater contamination or other environmental concerns are:  
13  
14

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

16 AS Seller has no reports or records pertaining to groundwater contamination or other  
17 environmental concerns; or

18 \_\_\_\_\_ Seller has provided the Buyer with all available records and reports pertaining to  
19 groundwater contamination or other environmental concerns (list document below):  
20  
21

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

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

### 24 CERTIFICATION

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

28 CS 7/31/24  
29 Seller BLUE SKY VENTURES LLC Date

Buyer Date

30 \_\_\_\_\_  
31 Seller Date

Buyer Date

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## ADDENDUM TO PURCHASE CONTRACT

### ADDENDUM C

#### KANSAS NOTICE OF DEFECT/RIGHT TO CURE ACT

This addendum is hereby attached to and made a part of the Purchase contract dated \_\_\_\_\_, 2024 by and between

\_\_\_\_\_,  
the Purchaser and

\_\_\_\_\_, the Seller

covering the property legally described as Lot \_\_\_\_\_, Block \_\_\_\_\_ of \_\_\_\_\_ Addition,  
commonly known as \_\_\_\_\_.

“Kansas law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your home. Ninety days before you file your lawsuit, you must deliver to the contractor a written notice of any construction conditions you allege are defective and provide your contractor the opportunity to make an offer to repair or pay for the defects. You are not obligated to accept any offer made by the contractor. There are strict deadlines and procedures under state law and failure to follow them may affect your ability to file a lawsuit.”

Within 30 days following closing of new dwelling construction, the Builder shall give the Purchaser the name, license number, address and phone number of all Subs and a description of the work done by each Sub.

#### **Claim process:**

- A. If suit is filed first Builder/Remodeler can have the suit dismissed, if done within 60 days following service of the suit papers.
- B. Any claim must describe the claim or claims in detail sufficient to determine the general nature of any alleged construction defect.
- C. Within 15 days after service of the notice of claim, the contractor shall serve a copy of the notice of claim to each subcontractor who may be responsible.
- D. Within 30 days after service of the notice of claim by the claimant, each contractor that has received such notice shall serve a written response on the claimant. The written response shall:
  - i. Propose an inspection of the claim,
  - ii. Offer remedy to the claim,
  - iii. Offer a money settlement, or
  - iv. Dispute the claim and deny it.
- E. If the Purchaser elects to allow the Builder to inspect, access must be provided within 30 days. Following such inspection, Builder shall notify the Purchaser within 30 days following the inspection of:
  - i. An offer to remedy the claim,
  - ii. An offer to provide a monetary settlement of claim, or
  - iii. Dispute the claim,
- F. Any acceptance of a Builder's offer shall be served within 30 days.
- G. Suit can be brought if:
  - i. Builder refuses service of the claim, does not respond to claim, rejects the claim or does not pay pursuant to an agreement with the Purchaser.
  - ii. Purchaser rejects the remedy or settlement proposal, then upon notice of such rejection, Purchaser can file suit or initiate arbitration.

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER

7/31/24

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PURCHASER

\_\_\_\_\_  
DATE