

Approved: February 23, 1996
Date

MINUTES OF THE SENATE COMMITTEE ON LOCAL GOVERNMENT.

The meeting was called to order by Chairperson Mark Parkinson at 9:00 a.m. on February 22, 1996 in Room 531-N of the Capitol.

All members were present except:

Committee staff present: Mike Heim, Legislative Research Department
Theresa Kiernan, Revisor of Statutes
Shirley Higgins, Committee Secretary

Conferees appearing before the committee: Senator Robert Vancrum
Lynn Gansert
Maxine Taylor
Paula Schulman
Don Newell
Judith Liming
Nancy Seats, Homeowners Against Deficient Dwelling (HADD)
Stan Peterson, State Board of Technical Professions

Others attending: See attached list

SB 629--Concerning residential building contractors; providing for licensure and regulation as a technical profession.

Senator Vancrum testified in support of **SB 629** which would provide for a minimum licensure requirement for homebuilders. Senator Vancrum said the bill addresses an existing problem in Kansas with regard to inexperienced, unqualified, and irresponsible homebuilding. At present, unsuspecting homeowners, who end up with structurally unsound houses or financially irresponsible builders, have no hope of recovery. The bill would become effective July, 1997, which would allow time for cities and counties to adopt their own regulations and opt out of state regulation. (Attachment 1)

Senator Vancrum confirmed for the Chairman that the bill adds two residential contractors to the State Board of Technical Professions. The Chairman noted that the fiscal impact of the bill was not known at this time. Senator Vancrum added that a licensure fee should be included in the bill.

Senators Ramirez and Feleciano suggested that perhaps the problem could be addressed by cities providing better building inspections. Senator Vancrum was in agreement with that approach; however, he felt that this would address only a part of the problem and that the bill was also necessary.

Lynn Gansert, a victim of an irresponsible homebuilder, testified in support of **SB 629**. She emphasized the need for a paper trail by a governmental agency to provide a background on homebuilders for the protection of future homeowners. In her research, Mrs. Gansert had discovered that many residential contractors are not registered as incorporated in the State of Kansas. With regard to homebuilders' warranties, she had found that the services of an attorney are required to enforce the warranty. Her legal fees have forced her to file for bankruptcy.

Maxine Taylor, a homeowner in Overland Park, testified in support of the bill. She explained that she had a "lemon" house, and the condition of the house has worsened over the past year. She is in debt for attorney's fees which she must pay out of Social Security and a small pension, and she has suffered emotional trauma for the past three years. She estimated her total loss to be \$150,000. Mrs. Taylor informed the Committee that many other homeowners have similar complaints. (Attachment 2)

CONTINUATION SHEET

MINUTES OF THE SENATE COMMITTEE ON LOCAL GOVERNMENT, Room 531-N Statehouse, at 9:00 a.m. on February 22, 1996.

Paula Schulman, a homeowner in Lenexa, gave further testimony in support of **SB 629**. Due to the poor construction of her home in 1987, she has incurred \$20,000 in expenses as well as emotional stress. (Attachment 3)

Don Newell, a homeowner and real estate broker in Lawrence, followed with further testimony in support of **SB 629**. Mr. Newell detailed the poor and unsafe construction in his home. He has spent approximately \$18,000 in attorney's fees. (Attachment 4)

Judith Liming of Leavenworth County testified in support of the bill. She explained that Leavenworth County has no building codes; only a permit is needed to build a home. When she and her husband built their home, they thought the homebuilder they chose was competent; however, he was not. The home was to be handicap accessible, but it has not proved to be so. The roof leaked, and in eight or nine months, it had to be replaced. She hired a building inspector who found several unsafe factors and flawed structure in her home. She hired an attorney and has incurred legal expenses of \$60,000 but has not had any positive results. She is running out of funds and cannot make the repairs to her home.

Nancy Seats, Homeowners Against Deficient Dwelling (HADD) read letters in support of the bill from Dr. Michael F. Hughes and Margaret J. Cacioppo, both of Overland Park. (Attachments 5 and 6)

The Chairman noted that in such cases as those cited legal fees prevent clients from being made whole. The Chairman suggested that the award of attorney's fees be addressed in legislation. Senator Vancrum responded that an unsuccessful attempt to do so was made during the 1995 legislative session. He commented that the legislation may be perceived as helping attorneys rather than the consumer. Mrs. Gansert stated that the homebuilders' liability insurance pays their attorney's fees and warrants; however, homeowners must bear the burden of legal expense.

Stan Peterson, Kansas State Board of Technical Professions, gave testimony regarding specific concerns with **SB 629**. One concern was the inconsistency with the current jurisdiction of the Board of Technical Professions. The other concern was with the financial impact upon the Board of Technical Professions and the State of Kansas. (Attachment 7)

There being no further time, the hearing on **SB 629** was continued to February 23.

Written testimony indicating serious reservations about **SB 629** was submitted by Ben Cerra, Home Builders Association of Greater Kansas City. Mr. Cerra felt the bill would not provide any major guarantees to a new home buyer. (Attachment 8) Mr. Cerra could not be present at the February 23 hearing.

Mrs. Gansert submitted information supporting her testimony. (Attachments 9 through 11)

The meeting was adjourned at 10:02 a.m.

The next meeting is scheduled for February 23, 1996.

LOCAL GOVERNMENT COMMITTEE GUEST LIST

DATE: February 22, 1996

NAME	REPRESENTING
Jasper Stuckert	Ks. Bldg. IND. ASSN.
By Alan	10010 - Informal JSD
STAN PETERSON	Ks BOARD OF TECH. PROFESSIONALS
Billy Fox	" " " "
Dennis Cochran	State Rep.
Bill Henry	Ks. Engineering Society
George Barber	Ks Consulting Engineers
Brod Smoot	HBKC
Walter Smith	KMNA
Don Newell	Gateway Real Estate Broker & my self
JEFFREY ALPERT	HOME BUILDERS ASSN - GREATER KC
Kenny Mulley	League of KS Municipalities
Jenifer Brandenberg	City of Overland Park
Rosie Lehman	Lawrence Home Builders Assn.
Paula Schulman	HADD (Homeowner Against Deficient Dwelling)
Nancy Seato	" "
Ryan Hansot	" "
Don Hansot	Hansomes

BOB VANCURUM
SENATOR, ELEVENTH DISTRICT
OVERLAND PARK, LEAWOOD,
STANLEY, STILWELL, IN
JOHNSON COUNTY
9004 W. 104TH STREET
OVERLAND PARK, KANSAS 66212
(913) 341-2609



TOPEKA

SENATE CHAMBER
STATE CAPITOL
TOPEKA, KANSAS 66612-1504
(913) 296-7361

COMMITTEE ASSIGNMENTS

VICE-CHAIRMAN: ENERGY AND NATURAL RESOURCES
MEMBER: WAYS AND MEANS
JUDICIARY
MEMBER: COMMERCE, LABOR AND REGULATIONS
COMMITTEE, NATIONAL CONFERENCE ON
STATE LEGISLATURES
MEMBER: ENVIRONMENTAL TASK FORCE,
COUNCIL ON STATE GOVERNMENTS

TESTIMONY FROM
SENATOR BOB VANCURUM
TO
SENATE LOCAL GOVERNMENT COMMITTEE
ON
SB 629 -LICENSING AND REGULATION OF THE PROFESSION OF RESIDENTIAL
BUILDING CONTRACTING AS A TECHNICAL PROFESSION

This committee will recall that for over three years I have been trying to address a problem that exists in Kansas with regard to inexperienced, unqualified and irresponsible homebuilding. I still find it absolutely unbelievable that in most Kansas communities the buyer has absolutely no assurance that someone who calls himself a homebuilder actually has either an understanding sufficient to build a house or deck that will stand up or the financial responsibility to deliver to the buyer what the buyer paid for. For most people their residence is by far the most expensive investment they will ever make and for many people who end up with structurally unsound house or a financially irresponsible builder, there is usually no hope of recovery.

I hope by now you understand this is not about a handful of bad houses in one city. I could certainly bring dozens of examples from nearly every area of the state if this committee was willing to take the time. This will continue to be a growing problem as more and more people stretch to be able to afford their first home, and find builders who are willing to say they will build for less. It really is as much a problem for the residential homebuilder who builds with integrity as it is with the unsuspecting and protected buyer, and some homebuilders have recognized that their whole industry would be helped by requiring some minimum standards. Unfortunately, a majority of the industry still wants to remain totally unregulated so that any idiot with a pickup truck can represent themselves as a residential housing contractor! You should carefully consider the motivation of an association opposing any kind of competency exam. The fact some of their employees are licensed is irrelevant.

I understand that adding to regulation of business runs against most of our basic philosophies. I therefore constructed a simple licensing bill which has as few

*Senate Local Gov't
2-22-96
Attachment 1*

requirements as possible. Wichita and several other cities already have such licensing. There are standardized exams available on a national basis for homebuilders and we currently have a Kansas statute which requires any city or county which imposes licensing requirements to utilize those exams. This bill would simply say that in any community requiring building permits a license must be obtained from either the locality or the State government and that successful completion of this exam is a prerequisite to the license. In addition, the applicant would have to show that he or she has some minimum amount of insurance coverage.

Although the bill is drafted to assign the duty of licensing residential homebuilders to the Board of Technical Professions (the group that already licenses, architects, engineers, and land surveyors), I did this simply out of desire to avoid adding a new commission to state government. It seemed to be the most logical place to put this licensure function. I understand this agency, like every other agency, feels it is already being asked to do too much with too little and wants no part of this licensure requirement. The alternative is to set up a separate commission. In fact, my original bill draft, modeled on an Olathe ordinance proposed by some homebuilders, established a separate commission. I would support doing that also if the committee is persuaded that we shouldn't tinker with the Board of Technical Professions. I will not accept doing nothing for another year.

Certainly my preference would be that other cities come forward as Wichita, Topeka and others have done to start licensing homebuilders locally. You will note this bill has a delayed effective date and would not go into effect until July, 1997. The bill also exempts homebuilders that have been licensed by a city or county having applicable requirements. This in effect would permit a city or county that wanted to adopt its own regulation to opt out of state regulation. Therefore, it may be that the actual amount of state licenses to be granted would not be very great.

As you know, the legislature has failed to act on other legislation that I proposed last year. I believe it is critically important that we take an affirmative action immediately to put a stop to unsafe and irresponsible home construction.

February 22, 1996

I have a lemon house. What has changed since the hearings last year is that the condition of the house has worsened and I am in debt for attorney fees. Those fees I must pay out of Social Security and a small monthly pension. I am in a much more serious situation now than I was at this time last year.

In our city, when a builder is issued a citation for a code violation and is fined \$500 then that fine is suspended to \$100. The same builders have the same code violations, over and over and over. The builder of my house has said, under oath, that he has never heard of Cabo or Boca and has no idea what either of those terms mean. The strangest thing is that those names are on each citation that he has been given and that he has signed. He states that he has been building for thirty-six years.

I moved to Kansas because two of my sons moved here. I have been robbed just as surely as if a gun had been held to my head. I have a repair estimate for \$55,000. I have spent \$21,000 in trying to seek justice and in addition to that, I owe \$10,000 in legal fees on which I am paying monthly. The value of my house is greatly diminished and should I last long enough to ever escape from this situation I believe that the monetary loss will be bordering on \$150,000. Since what little money I have had was saved, a dime at a time, that alone is very devastating. There is not enough money in this world to pay for the emotional trauma that I have endured for the past three and one half years. Any sense of well-being that I ever had has been long gone.

The builders are well aware that nothing is going to be done to them, no matter how slipshod the work. They will tell you to go ahead and sue, that they have plenty of money and will see to it that you run out. Even the realtor who sold me my house told me that if I sued that I would never win. That was just two months after I had moved in.

Perhaps nothing can be done to help me or any other homeowner that is in the same set of circumstances today, but surely, working together, we can prevent it from happening to some other unsuspecting homebuyer.

Cities routinely deny that there is a problem. Builders refuse to accept any responsibility for repairing the house and it is my profound hope that the legislature will find a way to hold the builder accountable and to provide some relief for the homeowner.

Margine Taylor

Senate Local Gov't
2-22-96
Attachment 2

[5] Q: Did they incorporate BOCA or CABO or [6] anything like that?
 [7] A: I don't remember.
 [8] Q: Are you familiar with those initials?
 [9] A: No.
 [10] Q: Do you know what CABO means?
 [11] A: No.
 [12] Q: Do you know what BOCA means?
 [13] A: No.
 [14] Q: After 1960, what was your business? [15] Did it continue on or did you stop or what [16] happened in 1960?
 [17] A: Let's see, that - I think the next [18] thing was I had a - let's see. I had worked - [19] I had worked in the - I owned my own service [20] station.
 [21] Q: How long was that? From '60, early [22] '60s, to what period of time?
 [23] A: Must have been early '60s.
 [24] Q: Until when?
 [25] A: Didn't we have on there ten years?

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[1] Q: Yes. So through the '70s, early '70s?
 [2] A: Must have been.
 [3] Q: Okay. And what did you do then in the [4] early '70s when you stopped with your service [5] station business?
 [6] A: I was working for Sears, too.
 [7] Q: During the time you owned your service [8] station and were working for Sears, did you build [9] any houses?
 [10] A: Part time.
 [11] Q: And when you were building houses, [12] were you acting as a general contractor?
 [13] A: Yes.
 [14] Q: Then after this period of time where [15] you had your service station and worked for [16] Sears, did you start building houses again?
 [17] A: Yes.
 [18] Q: And where was that?
 [19] A: Tulsa.
 [20] Q: Okay. And how long did you build [21] houses in Tulsa until you moved to Johnson [22] County?
 [23] A: '87.
 [24] Q: So my notes might reflect for another [25] 10 or 15 years. Is that right?

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[1] A: Do what now?
 [2] Q: Is that another 10 or 15 years that [3] you built houses in Tulsa before you moved to [4] Johnson County?
 [5] A: Yeah. Or longer.
 [6] Q: Or longer. Okay. And during the [7] period of time that you worked in Tulsa just [8] before you moved to Kansas City, were you dealing [9] strictly in single-

family dwellings?
 [10] A: Yes.
 [11] Q: And as a general contractor?
 [12] A: Right.
 [13] Q: How many homes did you build during [14] that period of time?
 [15] A: In Tulsa?
 [16] Q: Yes, sir.
 [17] A: I don't remember.
 [18] Q: Okay. Do you know how many you built [19] per year?
 [20] A: Between 10 to 25.
 [21] Q: Did you have a staff that worked for [22] you to help you build these 10 to 25 homes per [23] year while you were in Tulsa?
 [24] A: It was all subcontracted out.
 [25] Q: Who took care of the scheduling and

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[1] timing of jobs?
 [2] A: I did.
 [3] Q: And who took care of the accounting [4] for each job?
 [5] A: I did.
 [6] Q: Did you have any assistance in those [7] functions?
 [8] A: No.
 [9] Q: What made you decide to come to [10] Johnson County, Kansas, to build residential [11] structures?
 [12] A: The building business stopped in [13] Oklahoma.
 [14] Q: Is that because of the oil slump or [15] whatever it was?
 [16] A: Whatever it was.
 [17] Q: Okay. Were you incorporated in [18] Oklahoma?
 [19] A: Yes.
 [20] Q: And what was the name of your [21] corporation?
 [22] A: C.R.R.K., Inc.
 [23] Q: Do those initials stand for something?
 [24] A: Yes.
 [25] Q: Can you tell me what?

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[1] A: My four kids' names.
 [2] Q: Okay. That would be Charles?
 [3] A: Charles.
 [4] Q: What's the middle two?
 [5] A: Rick, Russell, Kim.
 [6] Q: Were they active in your business?
 [7] A: No.
 [8] Q: When you moved to Johnson County, [9] Kansas, did you incorporate in Kansas, or did you [10] transfer your corporation from Oklahoma to [11] Kan-

sas?
 [12] A: From Oklahoma to Kansas.
 [13] Q: Are you incorporated in the state of [14] Kansas now? *FORFEITED 7-15-95*
 [15] A: Yes.
 [16] Q: And what's the name of your Kansas [17] corporation?
 [18] A: C.R.R.K., Inc.
 [19] Q: And when were you incorporated in [20] Kansas?
 [21] MR. MILLER: You don't mean [22] incorporated in Kansas. You mean authorized to [23] do business in Kansas.
 [24] MR. LONGAN: Well, that's -
 [25] MR. MILLER: I'm going to object

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[1] to the form of the question. It misstates the [2] witness' testimony.
 [3] MR. LONGAN: Okay.
 [4] Q: (By Mr. Longan) You're still an [5] Oklahoma corporation that's authorized to do [6] business in Kansas?
 [7] A: Right.
 [8] Q: I was thinking you may have had a [9] specific Kansas corporation.
 [10] A: No, no.
 [11] Q: That's not true?
 [12] A: No.
 [13] Q: Okay. When did you become authorized [14] to conduct business in Kansas?
 [15] A: '87.
 [16] Q: Did you build residential structures [17] in the City of Overland Park from 1987 to [18] present?
 [19] A: Yes.
 [20] Q: Did you obtain an occupational license [21] from the City of Overland Park?
 [22] A: Yes.
 [23] Q: When did you do that?
 [24] A: '87.
 [25] Q: When you moved to the City of Overland

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[1] Park, did you get a copy of their building code?
 [2] A: Yes.
 [3] Q: And have you kept current as the [4] building code changes from 1987 to present?
 [5] A: Yes.
 [6] Q: Are you familiar in using the building [7] codes of the City of Overland Park with the terms [8] either CABO or BOCA?
 [9] A: No.
 [10] Q: Does anyone work with you in your [11] business here in Johnson County, Kansas?

One Example CRRK
 Chuck Smith Construction
 Cedarwood Homes
 Signature Homes Partnership

CRRK is an Oklahoma Incorporation.

There are 3 different listings at the County.

The owners and directors are Charles Smith and Shirley, his wife on the financial report, but the original Articles show him, his wife and daughter, Kim. The annual report registered over 2 million dollars of real estate in 1993. He paid the extra fee in 1994 for the financial statement not to be public.

Charles Smith said he was 61 and retiring but we know he is involved in Cedarwood Homes, his son is registered agent. Cedarwood Homes, Inc. has 200 shares of stock- 100 Charles, 50 son Rick and 50 daughter Sizan. Mr. Smith is an officer on the Board. Cedarwood Homes reported two and a half million dollars of sales in 1994.

Charles says he does not want his son left with Maxine Taylor's house. They were involved in the construction. The sewer permit was obtained by the Son's company.

Charles Smith sold a house in 1992³ - CRRK but bought it back under Cedarwood Homes. The homeowners received to deeds in mail naming each company as owner. Only one deed is register at the county- Cedarwood Homes. Sickler house. They lived there for over 10 months without a Certificate of Occupancy. The husband lost his job because of meeting with city officials, lawyers, experts, workmen and his emotional state by the end. When Smith refused to repair it the City Prosecutor told Sicklers to let him buy the house back. He had been granted many extensions by the Overland Park. Mrs. Sickler was screaming at the City Court that it was not fair. The attorney representing Sicklers father in law was on the Board at Nottingham on the Green, their development. They were forced into a two bedroom apartment with three kids because they had no income and could not qualify for a loan.

He is a member of the CMB with the Sickler Complaint on file. The CMB did not help. Maxines house was built in 1991 so her house does not qualify for CMB.

He has another house with problems and threatened the homeowner to sue him he had deeper pockets and look what happened to the others.

CRRK

The City Code Administrator visited Maxine's house in 1995 at Mayor Eilert's request and wrote letter stating that the inspectors failed to notice structural problems. They will

not get involved. - City of Overland Park

There are other many, many houses in Overland Park that Smiths have closed on with no Certificate of Occupancy. Our guess is that they get their money, do not have to make construction loan payments and know that the city usually suspends a large portion of the fine.

There are six listings of homes by C.R.R.K. in the 1995 Fall Tour Book by CMB. C.R.R.K. forfeited it's right to business in the state of Kansas in July 1995. When you look up these properties at the Records and Deeds Office, County Clerk and County Treasure they are owned by Cedarwood Homes or Signature Homes Partnership. Darrel Rodrock, developer is agent of Signature Homes Partnership.

We only knew the terms of the mediation sales contract because Maxine's attorney wanted her to buy a house she was interested in near one of the board members. The real estate agent asked how much money she had and the terms she needed. She did not buy the house.

Maxine Taylor is 70 years old and knows her case quite well. She is very organized and keeps notes of everything. She has incurred over \$31,000 in experts and attorneys. Late last year her refrigerator went out and she had to use an ice chest for a couple of months so she could save for the purchase of another by loan. Her attorney knew of this. She still made monthly payments to the attorney during that time.

Address

CITY OF OVERLAND PARK

COMMUNITY SERVICES DEPARTMENT

INTRA-CITY COMMUNICATION

July 9, 1995

MEMO TO: Bob Pledge, DCS

SUBJECT: Inspection of Residential Structures at 15765 Dearborn and 15217 Horton

As requested by Mayor Eilert and per your instructions, I personally inspected the single-family residential structures at 15765 Dearborn and 15217 Horton on June 29, 1995, at 3:30 p.m., beginning with the house on Dearborn. The house on Dearborn is owned by Maxine Taylor, and the house on Horton is owned by Mr. and Mrs. Ron Novack. The owners were present at the time of inspection and, also, Mr. Tom Langly, an engineer with Civil Services.

It was explained that the reason for the inspection on the part of the City was only to gather information to report back to Mayor Eilert at this time and that we could not hold the builders of the homes responsible at this point due to the statute of limitations. The owners acknowledged that they understood.

15765 DEARBORN - MAXINE TAYLOR:

The following is a list of items which Ms. Taylor, and Mr. Langly showed me which they felt were code deficiencies on the house:

- There were several floors which were uneven or sagging, particularly in the living room, kitchen, breakfast area, and the master bathroom.
- They indicated that in the wintertime there is a gap between the countertop cabinets and the wall; however, no gap was evident at the time of inspection.
- There was a vertical crack in the sheetrock above the doorway from the living room to the breakfast area.
- There was a crack in the glazing in one of the upstairs bedrooms.
- The garage slab was cracked in various places. It did not appear to be a structural slab.

Bob Pledge, DCS

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- There were various structural cracks in the foundation walls enclosing the basement area. Some were shrinkage cracks.
- There were various cracks in the basement floor slab.
- Mr. Langly indicated that the steel columns supporting the beams were not to code due to their labeling; however, there were no visible signs of failure or distress on the columns.
- There was no solid blocking between the floor joist ends resting on the beams. However, there was no failure or movement evident due to the lack of blocking.
- I noticed that there were three 2 x 10 floor joists, No. 3 DF-L, which were over-spanned under the master bedroom and bathroom area.
- The sump pump discharge was run underground with no visual signs as to where the discharge area was--possibly was never daylighted.
- At the rear of the house, there were flat areas which should be sloped away from the house.

Mr. Langly indicated that the main problem was that the home was constructed on an old area of Negro Creek and that there is a hydraulic problem with the expansiveness of the soil. His estimate to correct the problem was in the range of \$30,000 to \$40,000. He felt that the soil around the foundation needed to be removed and backfilled with crushed rock or gravel and an engineered sump and foundation drainage system installed.

Mr. Langly indicated that this assessment has been agreed upon by other engineers who have been involved in this site, particularly, John VanDuerzen, Chis Haffner with Norton and Schmidt, and Dr. Roy Leonard with Alpha Omega. VanDuerzen and Haffner are structural engineers and Dr. Leonard is a geotechnical engineer.

I asked Mr. Langly about the reports from VanDuerzen and Haffner being in agreement due to the fact that I had obtained a report from Mr. Haffner concerning this address, and it appeared to be in disagreement with Mr. VanDuerzen. He indicated that Mr. Haffner had reevaluated the site. I asked Mr. Langly and Ms. Taylor if I could obtain copies of reports from their engineers, and they indicated that they would send them to me. To date, I have not received the reports.

Bob Pledge, DCS

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ASSESSMENT:

Overall, the type of cracking would not indicate major movement or hydrostatic pressure to date. The width of the wall cracks was not excessive, and the separate sides of specific cracks have not offset each other. The concrete floor slab cracks in the garage and basement would not be considered major movement cracks.

None of the areas that I observed indicated accelerated movement or major movement of the soil. However, the number of cracks and the age of the home indicates that the foundation of the house is being subjected to an abnormal amount of distress. There is no immediate life-threatening issue, but the problem will continue to progress without corrective measures being executed. The estimate given by Mr. Langly for the design and fix is questionable.

15217 HORTON - MR. AND MRS RON NOVACK:

After leaving Ms. Taylor's house, I went to the Novack's house and Mr. Langly followed me. The following is a list of items that I reviewed at the Novack's house:

- Mr. Langly indicated that the problems associated with this house are similar to Ms. Taylor's.
- Mr. Novack indicated that there was a roof leak in the study upstairs. There was no evidence due to dry weather on the day of inspection.
- The guardrail had a lot of movement at the middle bannister. They felt that it did not meet code. I explained that the code requires it to withstand a 200-pound lateral force which is not very much. Mr. Langly felt that it would not withstand that amount of force. I agreed that it had more play than usual; but without testing, it would be difficult to judge. The other issue with this rail deals with whether or not the condition was installed improperly or normal wear and tear has diminished the effectiveness of the rail and should have been maintained.
- There were several areas where the sheetrock walls had cracks and indicated that there was movement. Mr. Novack indicated that he had repaired the wall previously, and what we were seeing was continued deterioration since that time. This type of movement was evident at the fireplace, doorway between family room and kitchen, at the entry to the first floor bathroom, and at the entry into the house.
- There were doors to the first floor bathroom which would not close and the doorway to the basement.
- The patio slab was pulling away from the house. The stairs were not resting on the slab due to movement.

Bob Pledge, DCS

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- Sinks were loose and not attached to the vanity surface in the master bathroom.
- The handrail on the basement stairs was loose.
- There was one minor crack in the foundation wall near the electrical panel.
- The basement floor had major cracks which were separating and offsetting.
- In viewing the area of the hot water tank and furnace, it appeared that the floor had heaved and pushed the mechanical piping, ductwork, and appliances vertically. This area is directly under the fireplace.
- Mr. Novack indicated that the kitchen windows were leaking. These windows did have flashing as required by code.

Mr. Langly indicated that an estimate to repair the concrete floor in the basement was approximately \$4,500. He felt that an engineered sump and foundation drain system needed to be installed.


Mr. Langly also indicated that other engineers were involved in this house as well. Mr. Novack mentioned A-1 and John Mehnert. I asked Mr. Novack if I could have copies of those engineering reports, and he indicated that he would send me copies. I have not received those to date.

ASSESSMENT:

Much like Ms. Taylor's house, I feel that the movement is not major or accelerating; but there are signs of distress which should be considered abnormal and need to be repaired.

CLOSING THOUGHTS:

In general, I feel that both houses are experiencing either soil movement or are being subjected to hydrostatic pressure, and corrective action should be taken. The question which needs to be answered from the City's perspective is, should these items discussed have been detected by our staff?

 The items on Taylor's house such as the over-spanned joists, the steel columns, and the solid blocking of the floor joists should have been detected by the inspectors. However, these items show no contribution to the foundation problems being encountered on the structure.

97 JUN 3 AM 8:27

Application for Authority to Engage in Business in the State of Kansas as a Foreign Corporation

To the Secretary of State of the State of Kansas:

CRRK, Inc.

a corporation

(Name of corporation EXACTLY as shown on attached certificate)

organized under the laws of the state of Oklahoma applies for permission to engage in business in the state of Kansas, and submits the following statement, to wit:

1. A certificate issued within 30 days prior to the date of filing this application by the proper officer of the jurisdiction wherein such corporation is incorporated attesting to the fact that such corporation is a corporation in good standing in such jurisdiction must be attached.
Is certificate enclosed? Yes No Was it issued within 30 days of filing? Yes No
(If answer is no to either question, application will be returned.)

2. The place where the principal office of the corporation is located:

P.O. Box 54344 Tulsa Oklahoma 74155

3. The place, if known, where the principal office or place of business in Kansas is to be located:

4. The address of its registered office in Kansas is:

1332 East 154th Olathe 66112

and the name of the resident agent in charge thereof at such address is:

CRRK, Inc.

5. The full nature and character of the business the corporation proposes to conduct in Kansas:

General Contractor for the purpose of constructing single family residences.

6. The name and address of each of the officers, trustees or directors of the corporation: (If this space is insufficient a complete list should be attached. Names and titles of the officers must be typed exactly the same throughout this application and all documents submitted with it.)

OFFICERS

Name	Title	Street Address	City, State, Zip
<u>Charles Smith</u>	<u>President</u>	<u>P.O. Box 54344</u>	<u>Tulsa, OK 74155</u>
<u>Anne Smith</u>	<u>Vice Pres.</u>	<u>P.O. Box 54344</u>	<u>Tulsa, OK 74155</u>
<u>Kim Smith</u>	<u>Secretary</u>	<u>P.O. Box 54344</u>	<u>Tulsa, OK 74155</u>

TRUSTEES OR DIRECTORS

Name	Street Address	City, State, Zip

7. Does the corporation have perpetual existence? Yes No

VOL 2616 PAGE 754

2-9

1 0 2 9 3 6

2045318

State of Kansas/Domestic and Foreign For Profit

Corporate Annual Report

Form AR

In this box, enter the exact corporation name and mailing address. If a preprinted name and address is shown, correct if necessary.

1. Tax Closing Date 12/31/93

2. State of Incorporation KANSAS

CEDARWOOD HOMES, INC.
5605 W. 158TH TERRACE
OVERLAND PARK, KS 66223

Do not write in this space.
000001 10 8633 08-10-94
CORPORATION APR
2045318 50 1 257.00
10 TRANS. TOTAL 1 257.00

(Complete all items or make corrections to existing information in the space provided below.)

Table with 3 columns: Officers, Name, Residential Address, City, State, Zip Code, Director Yes/No. Includes Rick D. Smith (Pres), Suzan Smith (Sec), Charles L. Smith (Treas).

Table for Board of Directors with columns: Board of Directors, Name (if not listed above), Residential Address, City, State, Zip Code.

Kansas Corporations Only

Table for Stockholders who own 5% or more of capital stock. Columns: Stockholders, Residential Address, City, State, Zip Code, No. of Shares. Includes Charles L. Smith, Rick D. Smith, Suzan Smith.

All Corporations

Table for Shares Issued & Type. Columns: Shares Issued & Type, Stock Paid Up. Includes 200 COMMON.

Must agree with line v. of balance sheet

7. FEIN No. 48-1127453

8. Phone No. (913) 897-5692

▼ ALL CORPORATIONS ▼

15. Does the corporation own or lease land in Kansas that is suitable for use in agriculture?
 This question does not apply to: 1). Tracts of land of less than 10 acres; 2). Contiguous tracts of land that in the aggregate are less than 10 acres; 3). State-assessed railroad operating property.

▼ YES _____ If yes, complete the section below. ▼ NO X If no, skip the section below and go to section 16.

- a. Total number of stockholders of the corporation _____
 b. Value of agricultural and non-agricultural assets that are owned and controlled by the corporation, both within and outside Kansas, and location of land:

		Value	Where Located
Within Kansas	Agricultural	\$ _____	_____
	Non-Agricultural	\$ _____	_____
Outside Kansas	Agricultural	\$ _____	_____
	Non-Agricultural	\$ _____	_____

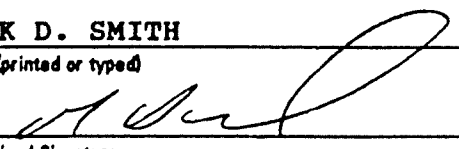
c. Provide information on each lot, tract or parcel of agricultural land in Kansas that is owned or leased by the corporation. If extra space is needed, attach additional pages.

Location of tract or lot					Was this tract acquired after July 1, 1981?		Purposes for which land is owned or leased	Indicate for each tract or parcel if the tract is . . .		
County	Section	Township	Range	Number of acres in tract or lot	Yes	No		OWNED BY the corporation	LEASED TO the corporation	LEASED BY the corporation

- d. Provide total agricultural acres for:
- | | |
|---|--|
| 1. Total acres owned and operated _____ | 4. Total acres leased by the corporation and irrigated _____ |
| 2. Total acres owned and operated and irrigated _____ | 5. Total acres leased to the corporation _____ |
| 3. Total acres leased by the corporation _____ | 6. Total acres leased to the corporation and irrigated _____ |

16. I declare (or verify, certify or state) under penalty of perjury that the foregoing is true and correct. Executed on this _____ day of APR 27 1990, 19 ____.

RICK D. SMITH
 Name (printed or typed)


 Authorized Signature

PRESIDENT
 Title/Position

Instructions

Please type or print legibly with black ink.

DUE DATE - Annual reports are due when the Kansas income tax return is due, generally the 15th day of the fourth month following the close of the tax period.
EXTENSIONS - An extension of the filing deadline may be obtained by submitting a copy to the Secretary of State of the application for an extension of time for filing the Kansas or federal income tax return. The request for extension must be filed not more than 90 days after the due date of the annual report.
INTERIM REPORT - An interim report may need to be filed if a corporation changes its tax period. The franchise tax for an interim report is levied with a minimum fee of \$20.

736 274 7

State of Kansas/Domestic and Foreign For Profit
Corporate Annual Report

Form
AR

In this box, enter the exact corporation name and mailing address. If a preprinted name and address is shown, correct if necessary.

1. Tax Closing Date 12/31/93
month/day/year

2. State of Incorporation OKLAHOMA

CRRK, INC
P.O. BOX 23218
SHAWNEE MISSION, KS 66223

Do not write in this space.

7 5 1 1 0 1
000001 10 1397 07-17-74
CORPORATION APP
736218 50 1 27.00
10 TRANS TOTAL 1 127.00

(Complete all items or make corrections to existing information in the space provided below.)

3. Officers	Name	Residential Address	City, State, Zip Code	Director	
				Yes	No
Pres.	CHARLES L. SMITH	17589 BOND, OLATHE, KS 66062		X	
Sec.	SHIRLEY A. SMITH	17589 BOND, OLATHE, KS 66062		X	
Treas.					

4. Board of Directors	Name (if not listed above)	Residential Address	City, State, Zip Code

▼ Kansas Corporations Only ▼

5. Stockholders who own 5% or more of capital stock	Residential Address	City, State, Zip Code	No. of Shares

▼ All Corporations ▼

6. Shares Issued & Type	* Stock Paid Up
500 COMMON	\$ 500.
	\$
	\$
	\$

*Must agree with line v. of balance sheet

7. FEIN No. 73-1288286

8. Phone No. 913-897-5728

2-12

ASSETS			LIABILITIES AND SHAREHOLDERS' EQUITY		
	AMOUNT	TOTAL		AMOUNT	TOTAL
a. Cash		78,361.	e. Accounts payable	91,522.	
b. Trade notes & accounts receivable - Less allowance for bad debts	95,760.	95,760.	f. Mortgages, notes, bonds payable in less than 1 year	517,011.	
c. Inventories			g. Other current liabilities	2,574.	
d. Government obligations - U.S. and instrumentalities - State, subdivisions thereof, etc.			h. Loans from shareholders	54,082.	
e. Other current assets		582,291.	i. Mortgages, notes, bonds payable in 1 year or more		
f. Loans to shareholders		15,182.	j. Other liabilities		
g. Mortgage and real estate loans			k. Total liabilities		665,189.
h. Other investments			l. Capital stock: - Preferred Stock	500.	
i. Buildings and other fixed depreciable assets - Less accumulated depreciation	82,924. 59,091.	23,833.	- Common Stock	60,000.	
j. Depletable assets - Less accumulated depreciation			m. Paid-in or capital surplus		
k. Land (net of any amortization)			n. Retained earnings - appropriated		
l. Intangible assets (amortizable only) - Less accumulated amortization			o. Retained earnings income fund - unappropriated	69,738.	
m. Other assets			p. Less cost of treasury stock		
n. TOTAL ASSETS		795,427.	q. Net worth total shareholders' equity		130,238.
			rr. TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY		795,427.

(Lines n. and bb. must be identical)

10. Shareholders' equity attributable to Kansas means the shareholders' equity of a corporation multiplied by a percentage, which is the average of the following three percentages.

	Total in KS	Total everywhere	Percent to KS
a. Average value of real and tangible personal property owned or rented during the preceding year	\$ 84,831. + \$	84,831. =	100.00 %
b. Compensation paid	\$ 24,300. + \$	24,300. =	100.00 %
c. Sales	\$ 2,224,486. + \$	2,383,722. =	93.32 %
d. AVERAGE percentage of the three percentages			97.77 %

If there is no property or activity mentioned in one of the above factors, the appropriate percentage for that factor is 100%.

11. Tax Computation:

a. Enter net worth (Total shareholders' equity - Item aa on balance sheet)	\$ 130,238.	
b. Enter average percentage from line 10d	97.77 %	▼
c. Multiply 11a by 11b and enter result	\$ 127,334.	
d. Multiply 11c by .001	\$ 127.	▼
12. Total due (round off to nearest dollar)	\$	127.

Minimum tax is \$20, maximum tax is \$2,500. Do not send cash. Make check payable to Secretary of State.

13. Nature and kind of business in which the corporation is engaged
CONSTRUCTION

▼ Non-Kansas Corporations Only ▼

14. State the value of property owned and used by the corporation within and outside of Kansas, and where located:

	Value of Property	Where Located
Within Kansas	84,831.	OLATHE, KANSAS
Outside Kansas		

▼ All Corporations ▼

15. Does the corporation own or lease land in Kansas that is suitable for use in agriculture? This question does not apply to: 1) Tracts of land of less than 10 acres; 2) Contiguous tracts of land that in the aggregate are less than 10 acres; 3) State-assessed railroad operating property.

▼ YES _____ Complete items 16 and 17. ▼ NO X Skip section 17 and complete item 16.

16. I declare (or verify, certify or state) under penalty of perjury that the annual report is true and correct.

Executed on this 12th day of Sept., 1994.

Authorized Signature

PRESIDENT

Title/Position

CHARLES L. SMITH

Name (print or typed)

This was signed the day before I closed on this house.

CITY OF OVERLAND PARK 381-5252
PUBLIC WORKS DEPARTMENT INSPECTION

closed

CITY SIDEWALK _____ L.F. _____ DRIVEWAY APPROACH _____ R/W WORK _____ LOW OPENING _____
C/O SIDEWALK _____ SWALE _____ OTHER _____
PSW _____ PUB 21 920445
(seq #) (permit #) (seq #) (permit #)

LOCATION 15765 Dearborn _____
address subdivision

BUILDER _____ CONTRACTOR _____

REQUEST MADE _____ date _____ time _____ INSPECTION MADE 7/21/92 11:36
date time date time

ACCEPTED REJECTED _____ COMMENTS: _____

Inspector signature

THE MUNICIPAL COURT OF THE CITY OF OVERLAND PARK, KANSAS

8500 ANTIOCH, OVERLAND PARK, KANSAS 66212

address and location of Court

THE CITY OF OVERLAND PARK

No. 94-CT-0028

Dkt. Pg.

vs.

Rick Smith AKA CRRK, Inc.

Accused Person

P.O. Box 23218, Shawnee Mission, KS 66223

Address

STATE OF KANSAS, CITY OF

OVERLAND PARK

AND COUNTY OF

JOHNSON

NOTICE TO APPEAR

containing copy of complaint

TO THE ABOVE NAMED ACCUSED PERSON

WHEREAS, complaint in writing under oath is made by

Kenneth G. Williams

a copy of the charge being as follows:

That on or about the 15th day of February, 1994, the said Rick Smith, within the corporate limits of the above named City and State did then and there in violation of the ordinances of said City unlawfully,

Cause to be occupied a new structure, a single-family dwelling, located at 12627 Slater Lane, Overland Park, Kansas, legally described as Pheasant Run, Lot 77, without a valid Certificate of Occupancy or valid Temporary Certificate of Occupancy, in violation of Sections 117.1 and 119.1 of the 1990 Edition of the BOCA National Building Code, incorporated by reference at OPMC 16.04.010 and OPMC 16.04.112, penalties provided at OPMC 16.04.105 and OPMC 1.12.010.

Ordinance violated: As above.

YOU ARE HEREBY SUMMONED to appear in person on the 24th day of March, 1994, at 10:00 A.M., in this Court to answer to said complaint. IF YOU FAIL TO APPEAR A WARRANT WILL BE ISSUED FOR YOUR ARREST.

Dated, signed, and issued this 4th day of March, 1994.

Kenneth G. Williams, Judge - Clerk - City Attorney - Law Enforcement Officer

I agree to appear in said Court at the above shown time and place.

Accused person

Counts through attached

RETURN

Rec'd this Notice 3-4, 1994 and on 3-4, 1994 served the same on the within named

Rick Smith AKA CRRK, Inc. (Check applicable service)

- by delivering a copy to him personally. by leaving a copy with

a person of suitable age and discretion then residing at accused person's dwelling house or usual place of abode.

- by mailing a copy to his last known address as follows:

P.O. Box 23218 Shawnee Mission, KS 66222

(If not found, so state above, when notice returned.)

Kenneth G. Williams, Officer - Clerk of Court

City Hall • 8500 Santa Fe Drive
Overland Park, Kansas 66212
913/381-5252 • FAX 913/381-5756

December 10, 1993

C R R K, INC.
P. O. Box 23218
Shawnee Mission, KS 66223

Dear Sir:

Our records show a Temporary Certificate of Occupancy has expired this date on the following permit and address:

Building Permit #93-2197, 12627 Slater Ln

It will be necessary to satisfy all outstanding deficiencies at this address to enable us to issue a Certificate of Occupancy and close the file on this project. Mutual cooperation will be necessary to achieve this end result.

These deficiencies must be corrected or an extension of the Temporary Certificate of Occupancy obtained within five working days of the date of this letter or a Notice to Appear in court will be issued to the occupants or the permit holder or both.



JOEL MARTENS - INSPECTION SUPERVISOR, CBO

JM:tal

cc: Owner

2544457

Kansas Real Estate Mortgage

This Indenture, Made this 16th day of November, A. D. 1995, between

SIGNATURE HOMES, L.L.C.

of JOHNSON County, in the State of KANSAS, of the first part,
and LEXINGTON PARK PARTNERS, A KANSAS GENERAL PARTNERSHIP
of JOHNSON County, in the State of KANSAS, of the second part:

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum of THIRTY THOUSAND NINE HUNDRED FIFTY AND NO/100----- DOLLARS, the receipt of which is hereby acknowledged, do as by these presents, Grant, Bargain, Sell and Convey unto said party of the second part, its successors, heirs and assigns, all of the following described real estate situated in Johnson County and State of Kansas to-wit:

Lot 92, LEXINGTON PARK, 2ND PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas.

CRP

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said SIGNATURE HOMES, L.L.C.

has on this day executed and delivered a certain promissory note in writing to said party of the second part, ~~WHEREBY SAID PARTY~~

REGISTRATION FEE 30.9500
80.47
Nov 16 1995
95020602
REGISTER OF DEEDS
JOHNSON COUNTY KANSAS

STATE OF KANSAS
COUNTY OF JOHNSON
FILLED FOR RECORD
800
95 NOV 16 P 3:21.7
SARA F. ULLMANN
REGISTER OF DEEDS

Now, if said party of the first part shall pay, or cause to be paid, to said party of the second part its successors heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and force of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said party of the first part has hereunto set its hand the day and year first above written.

SIGNATURE HOMES, L.L.C.
Darol Rodrock
DAROL RODROCK, MANAGING MEMBER

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Sale or Assignment of Mortgage. Grantor hereby waives any rights Grantor may have under Kansas law to be notified if Lender sells or assigns this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

WAIVER OF RIGHT OF REDEMPTION. Grantor hereby waives, to the extent permitted by Kansas law, any and all rights of redemption on behalf of Grantor and on behalf of any other persons permitted to redeem the Property and any part thereof.

DEFICIENCY JUDGMENT. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in the Rights and Remedies on Default section in this agreement.

FURTHER DESCRIPTION OF INDEBTEDNESS. If this instrument creates a lien on the principal dwelling of the Grantor, or any one or more of them, the term indebtedness shall not include any credit offered or extended to Grantor, or any one or more of them, for personal, family or household purposes, unless the documents and disclosure statements relating to such credit expressly provide that such credit is secured by this instrument.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

SIGNATURE HOMES, LLC

By: *Darol E. Rodrock*
DAROL E. RODROCK, Member

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

JULIE A. PORTER
Notary Public - State of Kansas
My Appt. Expires 5-11-97

On this 6th day of November, 19 95, before me, the undersigned officer, personally appeared DAROL E. RODROCK, Member of SIGNATURE HOMES, LLC, and acknowledged that he or she is a member or designated agent of SIGNATURE HOMES, LLC, a limited liability company, and that he or she, as such member or designated agent, being authorized so to do, executed the foregoing Mortgage for the purpose therein contained, by signing the name of the limited liability company by himself or herself as such member or designated agent.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

By: *Julie A. Porter* Residing at Johnson Co., KS
Notary Public in and for the State of KANSAS My appointment expires 5-11-97

SEW. PERMIT SYSTEM 01/05/96
DISPLAY A PERMIT

PERMIT#: 94-02267 ISSUED: 12/20/94 02
APPLIC#: 2899 PLUMB#: 0044 SUBDIV#: 1823
A: CEDARWOOD HOMES
A ADDR: P O BOX 23218 SHAWNEE MISSION
P: PRAIRIE CENTER
S: BRADFORD FALLS

CLOSED: 03/23/95

ADDRESS OF STRUCTURE:

HOUSE# D STREET NAME
12726 S RENE

ST TYPE C/T CODE CITY/TOWNSHIP
OLC OLATHE

DIST: ICMC COLOR: CANARY LSD: 32

LEGAL DSC: L5

DWELLTYPE: HOU #UNITS: 1 PIPE&MATLS: 4" ABS
CONN DSC : NO AS-BUILTS (CALL PHELPS ENGINEERING 894-5599)

M.H. DSC : NO MANHOLE

FOOD PREP: N LINE#: 000000000 PREV PMT#: NEXT PMT#:

RE-INSPECT: N

	AMOUNT	CHK?	RECEIPT#	#EDU
CONNECTION: Y	PMT FEE: \$ 100.00	N	02319	
	CON FEE: \$ 1,500.00	N	02279	1.0
	SEA FEE: _____	-	_____	

REMARK: NO REMARK

02 9402267

SE-Q
28-1

CLERK
BQY

CRALL

SEW PERMIT SYSTEM 01/05/96
DISPLAY A PERMIT

PERMIT#: 95-01899 ISSUED: 11/07/95 02
APPLIC#: 3209 PLUMB#: 0040 SUBDIV#: 1734
A: SIGNATURE HOMES LLC
A ADDR: P O BOX 26746 OVERLAND PARK KS
P: PFLUMM PLUMBING (FRED)
S: LEXINGTON PARK

CLOSED: 11/22/95

ADDRESS OF STRUCTURE: DIST: THC3 COLOR: PINK LSD: 15
HOUSE# D STREET NAME ST TYPE C/T CODE CITY/TOWNSHIP
8112 W 121 TER OPC OVERLAND PARK

LEGAL DSC: L92 AND E 1' L91
DWELLTYPE: HOU #UNITS: 1 PIPE&MATLS: 4"ABS
CONN DSC : PT OF CONNECTION IN REAR 54' FROM DSMH 316' BETWEEN MH'S
M.H. DSC : NO MANHOLE
FOOD PREP: N LINE#: 000009229 PREV PMT#: NEXT PMT#:
RE-INSPECT: N

SE-Q
19-2

	AMOUNT	CHK?	RECEIPT#	#EDU	
CONNECTION: Y	PMT FEE: \$ 100.00	Y	01915		
	CON FEE: \$ 1,500.00	N	01906	1.0	CLERK
	SEA FEE:				CHU

REMARK: NO REMARK

02 9501899

CHU

SEW PERMIT SYSTEM 01/05/96
DIS A PERMIT

PERMIT#: 94-01055 ISSUED: 06/02/94 02
APPLIC#: 2899 PLUMB#: 0044 SUBDIV# 128
A: CEDARWOOD HOMES
A ADDR: P O BOX 23218 SHAWNEE MISSION
P: PRAIRIE CENTER
S: BENTWOOD PARK
DIST: ICMC COLOR: CANARY LSD: 13
CITY/TOWNSHIP OVERLAND PARK

CLOSED: 06/23/94

ADDRESS OF STRUCTURE:

HOUSE# D STREET NAME ST TYPE
12908 LUCILLE

LEGAL DSC: LOT 85, 1ST PLAT

DWELLTYPE: HOU #UNITS: 1 PIPE&MATLS: 4"ABS

CONN DSC : 55' STUB, 46' FR DSMH, 276' BETWEEN MHS (SEE PICTURE)

M.H. DSC : NO MANHOLE

FOOD PREP: N LINE#: 000008969 PREV PMT#: NEXT PMT#:

RE-INSPECT: N

		AMOUNT	CHK?	RECEIPT#	#EDU
CONNECTION: Y	PMT FEE: \$	100.00	Y	01072	
	CON FEE: \$	1,500.00	N	01059	1.0
	SEA FEE:				

REMARK: NO REMARK

02 9401055

SE-Q
26-2

CLERK
BOY

CARK

B. ASSETS			LIABILITIES AND SHAREHOLDERS' EQUITY			
	AMOUNT	TOTAL		AMOUNT	TOTAL	
a. Cash		183,054.	e. Accounts payable	471,230.		
b. Trade notes & accounts receivable - Less allowance for bad debts	86,407.	86,407.	f. Mortgages, notes, bonds payable in last year or year	1,742,608.		
c. Inventories		2,241,245.	g. Other current liabilities	68,343.		
d. Government obligations - U.S. and instrumentalities - State, subdivisions thereof, etc.			h. Loans from shareholders			
e. Other current assets			i. Mortgages, notes, bonds payable in 1 year or more	7,831.		
f. Loans to shareholders			j. Other liabilities			
g. Mortgage and real estate loans			k. Total liabilities			2,290,012.
h. Other investments			l. Capital stock:			
i. Buildings and other fixed depreciable assets - Less accumulated depreciation	48,525. 12,347.	36,178.	- Preferred Stock			
j. Depletable assets - Less accumulated depreciation			- Common Stock	200.		
k. Land (net of any amortization)			m. Paid-in or capital surplus	278,858.		
l. Intangible assets (amortizable only) - Less accumulated amortization			n. Retained earnings - appropriated			
m. Other assets			o. Retained earnings income fund - unappropriated	<22,186.>		
n. TOTAL ASSETS		2,546,884.	p. Less cost of treasury stock			
			q. Net worth total shareholders' equity		256,872.	
			rr. TOTAL LIABILITIES AND SHAREHOLDERS' EQUITY		2,546,884.	

(Lines n. and bb. must be identical)

10. Shareholders' equity attributable to Kansas means the shareholders' equity of a corporation multiplied by a percentage, which is the average of the following three percentages.

	Total in KS	Total everywhere	Percent to KS
a. Average value of real and tangible personal property owned or rented during the preceding year	\$ _____	+ \$ _____	= 100.00 %
b. Compensation paid	\$ _____	+ \$ _____	= 100.00 %
c. Sales	\$ _____	+ \$ _____	= 100.00 %
d. AVERAGE percentage of the three percentages			= 100.00 %

If there is no property or activity mentioned in one of the above factors, the appropriate percentage for that factor is 100%.

11. Tax Computation:

a. Enter net worth (Total shareholders' equity - Item aa on balance sheet)	\$ 256,872.		
b. Enter average percentage from line 10d	100.00 %		▼
c. Multiply 11a by 11b and enter result	\$ 256,872.		
d. Multiply 11c by .001	\$ 257.		▼
12. Total due (round off to nearest dollar)		\$	257.

Minimum tax is \$20, maximum tax is \$2,500. Do not send cash. Make check payable to Secretary of State.

13. Nature and kind of business in which the corporation is engaged
CONSTRUCTION - RESIDENTIAL HOMES

▼ Non-Kansas Corporations Only ▼

14. State the value of property owned and used by the corporation within and outside of Kansas, and where located:

	Value of Property	Where Located
Within Kansas		
Outside Kansas		

▼ All Corporations ▼

15. Does the corporation own or lease land in Kansas that is suitable for use in agriculture? This question does not apply to: 1) Tracts of land of less than 10 acres; 2) Contiguous tracts of land that in the aggregate are less than 10 acres; 3) State-assessed railroad operating property.

▼ YES _____ Complete items 16 and 17. ▼ NO Skip section 17 and complete item 18.

16. I declare (or verify, certify or state) under penalty of perjury that the annual report is true and correct.

Executed on this 4th day of August, 19 94.

Authorized Signature

PRESIDENT

Title/Position

RICK D. SMITH

Name (print or typed)

362602

12-18-93

2

050 CEDARWOOD HOMES, INC.

00020450

CRRK, INC

94CC0005

Case Nos. 94CC0005

Defendant's Address

1. P.O. BOX 23218
SHAWNEE MISSION, KS. 66223

2. _____

ATTORNEY

John Taylor

NTA _____ Bond Am't. _____ Cash _____ Surety _____ P.R. _____

DATE	COURT NOTES	INITIALS
2-10-94	Cont'd at D's request to talk to Ken Williams	
3-10-94	A PTM) bench warrant out? bond set at 200;	
3-14-94	When the warrant was issued 3-14 there was no further court date - as of the aft a future court date had been put in under the initials SAB - SAB stated that she had not typed a notice nor did remember putting it in the computer - SAB took out the future court date of 4-15-94 at 9:00am and a warrant ordered	LG
3/17/94	Reut to 10:00 AM 4/21/94 "B"	flume
4-21-94	D mngt/John Taylor. City by WS. Cont'd 60 d mngt & D's reg & notify atty	KAB
4-25-94	Cont to 6-23-94 10:00am A	LG
6/23/94	IT WS A by atty John Taylor D pleads nolo c. & found A 94-CC-0005 \$500.00 & 10.00 94-CC-0006 500.00 1000.00 & 10.00 mngt \$ 800.00 on condition	
	D be in compliance by Aug 15, 1994, or 2 wks after D takes possession of house, atty for D to notify atty for IT of possession.	

9/18/94

K_W advise D in compliance sup 800.00

flume 2-23

JULIE A. PORTER
Notary Public - State of Kansas
My Appt. Expires 5-11-92

STATE OF KANSAS.)
County of Johnson)
day of NOVEMBER)
A. D. 19 92)
BE IT REMEMBERED, That on this 16th
day of NOVEMBER, A. D. 19 92, before me the undersigned, a Notary
in and for the County and State of Kansas, name DAROL RODRICK, MANAGING MEMBER OF LEXINGTON
PARK PARTNERS, A KANSAS GENERAL PARTNERSHIP Signature Home, L.L.C.
who is personally known to me to be the same person who executed the within instrument of writing, and such
person duly acknowledged the execution of same.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my OFFICIAL
seal the day and year last above written.
Term expires 5-11 19 92 Notary Public.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:
That _____ the within named Mortgage
of _____ County, in the State of _____ DOLLARS,
in consideration of the sum of _____
to _____ in hand paid, the receipt of which is hereby acknowledged, do hereby sell, assign, transfer, set over and
convey unto _____
here and assign, the within Mortgage Deed, the real estate conveyed, and the promissory note, debts and claims
thereby secured, and covenants therein contained.
TO HAVE AND TO HOLD THE SAME, forever subject, nevertheless, to the conditions therein contained.
IN WITNESS WHEREOF, The said mortgagee has hereunto set _____ hand
this _____ day of _____ 19 _____

EXECUTED IN PRESENCE OF

STATE OF KANSAS.)
County of _____)
day of _____)
A. D. 19 _____)
BE IT REMEMBERED, That on this _____
day of _____, A. D. 19 _____, before me the undersigned, a
in and for said County and State, name _____
who _____ personally known to me to be the same person who executed the foregoing Assignment of Mortgage,
and such person duly acknowledged the execution of the same.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my
seal the day and year last above written.
Term expires _____

MORTGAGE (KANSAS FORM)
FROM _____ TO _____
STATE OF KANSAS
County of _____
This instrument was filed for record on the _____ day of _____ A. D. 19 _____ and duly recorded in Book _____ Page _____
Register of Deeds
Digitized

STATE OF KANSAS.)
County of _____)
day of _____)
A. D. 19 _____)
This assignment was filed for record on the _____ day of _____ A. D. 19 _____ and duly recorded in Book _____ Page _____
Register of Deeds.

RECEIPT

RECEIVED OF _____ DOLLARS
the within named mortgagee the sum of _____
in full satisfaction of the within Mortgage.

APPLICATION AND PERMIT FOR SEWER

Application is hereby made to Johnson County, Kansas by the undersigned owner or agent for Building Sewer and Connection and individual constitutes fraud.

The applicant agrees to conform at all times to and fully comply with all rules and regulations of the District in regard thereto and a sealed, but not backfilled. 2. Manholes on property (if applicable) after final grading is complete, to check for damage.

In compliance with Kansas Administrative Regulation 28-16-55, and Johnson County Resolution No. WD 82-233 and any future connection which will permit surface runoff or ground water into the sanitary sewer, will be connected into any manhole or to the activities undertaken in accordance with this permit within 30 days of the first notice to applicant, his heirs, assigns or repair the same. Applicant is advised to inspect the facilities to check for preexisting damage and to notify Johnson County to pay an inspection fee for each partial inspection prior to the final inspection that a Johnson County Unified Wastewater District

Pursuant to the Johnson County code of regulations for sanitary sewer use, Article # 3, Part A, Section 6 this permit will expire one year on or before the expiration date, this permit shall be void and invalid unless prior to the expiration date, the applicant pays fees or charges in effect at the time of actual physical connection to the sanitary sewerage system. In addition, the applicant shall maintain the sanitary sewer system even if the permit has not expired or even if it has been renewed for another one (1) year period.

Notes 1-8 which follow apply only if the box beside it is checked.

APPLICANT & APPLICANT'S CONTRACTORS

- 1. Plumbing plans for tenant finish are subject to approval of the chief engineer; it shall be the owner's responsibility to submit said plans to the districts for approval.
- 2. No food preparation shall be performed on the premises without prior approval of the Chief Engineer. The owner and all occupants shall be required to comply with Sewer Use Resolution No. WD 82-233 and any future resolution amending or replacing the same. Said compliance may include the installation of a precast concrete grease interceptor outside the building.
- 3. Commercial Building -- See attached Condition.
- 4. Permit issued conditionally for Unified Wastewater District
- 5. THE SEWER SYSTEM CONNECTION LINE UNTIL AFTER WASTEWATER DISTRICT
- 6. Precast concrete grease detail.

DISTRICT	LATERAL	PERMIT #	PMT RECEIPT #	DATE ISSUED	PERMIT FEE
BR#5	3	92-00257	00291	02/13/92	\$ 100.00

SUBDIVISION #	SUBDIVISION	REINSPECT REQ	CITY
0603	SYLVAN LAKE	NO	OV

PLUMBER #	PLUMBER	TELEPHONE #
0044	PRAIRIE CENTER	807-1033

APPLICANT #	APPLICANT MAILING ADDRESS	TELEPHONE #
2751	CHUCK SMITH CONSTRUCTION 16600 LAYAR STILWELL KS 66085	681-5210

Check

JOHNSON COUNTY UNIFIED WASTEWATER DISTRICTS
 CERTIFICATE OF ACCEPTANCE FOR OUTSIDE SANITARY SEWER AND CONNECTION

This is to certify that the outside sanitary sewer and connection described

IN PERMIT 92-00257 LOCATED AT 15765 DEARBORN

has been inspected and accepted this _____ day of _____, 19____

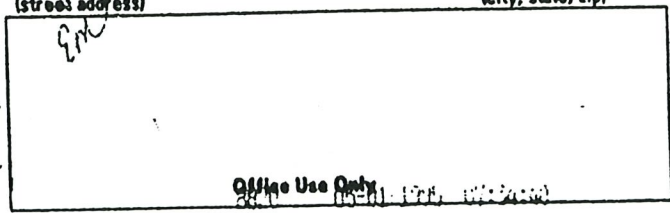
MAIL TO: _____ DISTRICT ENGINEER

CHUCK SMITH CONSTRUCTION
 16600 LAYAR
 STILWELL KS 66085

**State of Kansas/Office of the Secretary of State
Corporate Annual Report**

1. Corporate No. 204-531-C 2. Name of Corporation CEDARWOOD HOMES, INC.
 3. Date of tax year ending 12/31/94 4. Address 6870 W. 151ST ST.
month/day/year (street address) (city, state, zip)
OVERLAND PARK, KS 66223

5. Mailing Address SAME AS ABOVE
(street address)
(city, state, zip)



6. State of Incorporation KANSAS

7. Officers

Name	Residential Address	Director	
		Yes	No
Pres. RICK D. SMITH	6100 W. 183RD ST., STILWELL, KS 66085	X	
Sec. SUZAN SMITH	6100 W. 183RD ST., STILWELL, KS 66085	X	
Treas. CHARLES L. SMITH	3600 EAST 223RD ST., BUCYRUS, KS 66013	X	

8. Board of Directors (if not listed in 7)

Name	Residential Address	City, State, Zip

9. Telephone No. (913) 897-5692

11. FEIN No. 48-1127453
(federal employee identification number)

10. Shares of Capital Stock Issued

Number Issued	\$ Stock Paid Up
200 COMMON	200.

*Must agree with line v. on balance sheet

12. Nature and kind of business in which the corporation is engaged:
CONSTRUCTION - RESIDENTIAL HOMES

▼ KANSAS CORPORATIONS ONLY ▼

13. Stockholders who own 5% or more of capital stock

Name	Post Office Address	City, State, Zip	
CHARLES L. SMITH	17589 BOND, OLATHE, KS 66062		100.
RICK D. SMITH	6100 W. 183RD ST., STILWELL, KS 66085		50.
SUZAN SMITH	6100 W. 183RD ST., STILWELL, KS 66085		50.

▼ NON-KANSAS CORPORATIONS ONLY ▼

14. State the value of property owned and used by the corporation in and outside of Kansas, and where located:

	Value of Property	Where Located
Within Kansas		
Outside Kansas		

This instrument filed by
Security Land Title Company

2416454

077719

WARRANTY DEED

072751

FOR A VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the Seller(s) convey(s) and warrant(s) to Buyer the hereinafter described real estate.

SELLER(S): 127 QUIVIRA, A KANSAS GENERAL PARTNERSHIP

BUYER(S): CEDARWOOD HOMES, INC.

Entered in Transfer Record

Date July 26 19 94

Beverly L. Baker, County Clerk
Johnson County, Kansas

LEGAL DESCRIPTION:

LOT 8, BENTWOOD PARK, 1ST PLAT, A SUBDIVISION IN THE CITY OF OVERLAND PARK, JOHNSON COUNTY, KANSAS.

600 STATE OF KANSAS } ss
COUNTY OF JOHNSON }
FILED FOR RECORD

1994 JUL 26 A 10:40.1

SARA F. ULLMANN
REGISTER OF DEEDS

THE FEE SIMPLE TITLE conveyed hereby is subject to assessments, specials, restrictions and reservations of record, if any.

EXECUTED JUNE 20, 19 94

127 QUIVIRA, A KANSAS GENERAL PARTNERSHIP.

BY: DAROL RODROCK, MANAGING PARTNER.

STATE OF KANSAS, County of Johnson: ss

On this JUNE 20, 19 94, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared:

127 QUIVIRA, A KANSAS GENERAL PARTNERSHIP, BY DAROL RODROCK, MANAGING PARTNER.

to me personally known to be the same person(s) who executed the within and foregoing instrument of writing and acknowledged to me that the same was executed as a free and voluntary act and deed for the uses and purposes therein set forth.

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

RONDA K. MILLS
Notary Public - State of Kansas
My Appl. Expires AUG 94

Ronda K. Mills
Notary Public

My Commission Expires:



Security Land Title Company

118 EAST PARK
POST OFFICE BOX 1125
OLATHE, KANSAS 66061
(913) 782-8522 • (913) 782-1717
FAX NO. (913) 782-0401

6300 WEST 86th STREET
OVERLAND PARK, KANSAS 66212
(913) 381-0820
FAX NO. (913) 381-1848



SEW PERMIT SYSTEM 01/05/96
DISPLAY A PERMIT

PERMIT#: 94-02348 ISSUED: 12/28/94 02
APPLIC#: 2899 PLUMB#: 0044 SUBDIV#: 1557
A: CEDARWOOD HOMES
A ADDR: P O BOX 23218 SHAWNEE MISSION
P: PRAIRIE CENTER
S: TIMBER'S EDGE

CLOSED: 10/17/95

ADDRESS OF STRUCTURE:

HOUSE# D STREET NAME ST TYPE C/T CODE CITY/TOWNSHIP
13950 ASH OPC OVERLAND PARK

DIST: BR#6 COLOR: GREEN LSD: 6

LEGAL DSC: L73 2ND PLAT

SE-Q
33-3

DWELLTYPE: HOU #UNITS: 1 PIPE&MATLS: 4" ABS

CONN DSC : 5' STUB ON SOUTN 20' FROM DSMH 105' BETWEEN MH'S (PICTURE)

M.H. DSC : MANHOLE SE; MANHOLE SW

FOOD PREP: N LINE#: 000000000 PREV PMT#: NEXT PMT#:

RE-INSPECT: N

CONNECTION: Y	PMT FEE:	AMOUNT	CHK?	RECEIPT#	#EDU
	\$	100.00	Y	02400	
	\$	1,500.00	N	02362	1.0
	SEA FEE:				

CLERK
CHU

REMARK: NO REMARK

02 9402348

crnk list

PR-ICPSMSG54I - OUTPUT NUMBER 0298 HAS PRINTED AT DESTINATION NET 9E01
 SEWER PERMIT SYSTEM 01/05/96 PERMIT#: 94-02350 ~~ISSUED 02/28/94~~ 02
 DIS A PERMIT APPLIC#: 2899 PLUMB#: 0044 SUBDIV# 18

CLOSED: 07/11/95

A ADDR: P O BOX 23218 SHAWNEE MISSION
 P: PRAIRIE CENTER
 S: BRANDON PLACE OF LANCASTER
 DIST: THC6 COLOR: GOLDENROD LSD: 23
 CITY/TOWNSHIP
 OPC OVERLAND PARK

ADDRESS OF STRUCTURE:

HOUSE# D STREET NAME ST TYPE C/T CODE
 13101 HEMLOCK

LEGAL DSC: L15

SE-Q
30-2

DWELLTYPE: HOU #UNITS: 1 PIPE&MATLS: 4" ABS

CONN DSC : PT OF CONNECTION 130' FROM DSMH 176' BETWEEN MH'S (PICTURE)

M.H. DSC : MANHOLE NW

FOOD PREP: N LINE#: 000000000 PREV PMT#: NEXT PMT#:

RE-INSPECT: N

CONNECTION:	PMT FEE:	AMOUNT	CHK?	RECEIPT#	#EDU
Y	\$	100.00	N	02402	
	\$	1,500.00	N	02364	1.0
	SEA FEE:				

CLERK
CHU

REMARK: NO REMARK

02 9402350

1994 - Lancaster Pts.
 1995 - Junction #5

crnk ed

88204

2544458 Assignment of Real Estate Mortgage

Know All Men by These Presents,

That, the undersigned, LEXINGTON PARTNERS, A KANSAS GENERAL PARTNERSHIP the mortgagee in that certain mortgage, which is recorded in the office of the Register of Deeds in and for JOHNSON County, Kansas, at page 170 of Book 4730 of Mortgages of the records of said office, have, for value received, sold, assigned, transferred, and set over the said Mortgage unto BANK IV KANSAS WITH RECOURSE 10000 COLLEGE BLVD. OVERLAND PARK, KS 66210

Lot 92, LEXINGTON PARK 2ND PLAT, a subdivision in the City of Overland Park, Johnson County, Kansas, the note therein described and secured thereby having been duly endorsed to the said assignee.

WITNESS my hand this 13th day of November, A. D. 1995

Witness:

LEXINGTON PARTNERS Darol Rodrock DAROL RODROCK, MANAGING PARTNER

500 STATE OF KANSAS COUNTY OF JOHNSON FILED FOR RECORD 95 NOV 16 P 3:21.0 SARA F. ULLMANN REGISTER OF DEEDS

BOOK 4730 PAGE 172

SEV PERMIT SYSTEM 01/05/96 PERMIT#: 95-00195 ISSUED: 02/21/95 02
DIS. DAY A PERMIT APPLIC#: 2899 PLUMB#: 0044 SUBDIV#: 1728

CLOSED: 09/15/95

A: CEDARWOOD HOMES
A ADDR: P O BOX 23218 SHAWNEE MISSION
P: PRAIRIE CENTER
S: BENTWOOD PARK

ADDRESS OF STRUCTURE:
HOUSE# D STREET NAME ST TYPE C/T CODE CITY/TOWNSHIP LSD: 13
11301 W 129 TER OPC OVERLAND PARK

LEGAL DSC: L21 1ST PLAT
DWELLTYPE: HOU #UNITS: 1 PIPE&MATLS: 4"ABS
CONN DSC : 7' RISER 10' FROM DSMH, 170' BETWEEN MHS (SEE PICTURE)
M.H. DSC : MH IN FRONT
FOOD PREP: N LINE#: 000008966 PREV PMT#: NEXT PMT#:
RE-INSPECT: N

SE-Q
26-2

		AMOUNT	CHK?	RECEIPT#	#EDU
CONNECTION: Y	PMT FEE:	\$ 100.00	Y	00201	
	CON FEE:	\$ 1,500.00	N	00195	1.0
	SEA FEE:	_____	-	_____	

CLERK
BQY

REMARK: NO REMARK

02 9500195

127 Quivera
Hencoth

SEV PERMIT SYSTEM 01/05/96
DIS: A PERMIT

PERMIT#: 95-00353 ISSUED: 03/16/91 02
APPLIC#: 2899 PLUMB#: 0044 SUBDIV#. 1818

CLOSED: 03/31/95

A: CEDARWOOD HOMES
A ADDR: P O BOX 23218 SHAWNEE MISSION
P: PRAIRIE CENTER
S: BRANDON PLACE OF LANCASTER

ADDRESS OF STRUCTURE:
HOUSE# D STREET NAME ST TYPE C/T CODE CITY/TOWNSHIP
13117 HEMLOCK OPC OVERLAND PARK
DIST: THC6 COLOR: GOLDENROD LSD: 23

LEGAL DSC: L19

SE-Q
30-2

DWELLTYPE: HOU #UNITS: 1 PIPE&MATLS: 4"ABS
CONN DSC : 30' STUB 62' FROM DSMH 239' BETWEEN MH'S (PICTURE)

M.H. DSC : NO MANHOLE

FOOD PREP: N LINE#: 000000000 PREV PMT#: NEXT PMT#:

RE-INSPECT: N

CONNECTION:	PMT FEE:	AMOUNT	CHK?	RECEIPT#	#EDU
Y	\$	100.00	Y	00361	
	\$	1,500.00	N	00355	1.0
	SEA FEE:				

CLERK
BOY

REMARK: NO REMARK

02 9500353

*94 Lancaster
St+outh Dennis*

SEV PERMIT SYSTEM 01/05/96 PERMIT#: 94-02349 ISSUED: 12/28/94 02
DIS. BY A PERMIT APPLIC#: 2899 PLUMB#: 0044 SUBDIV#. 1818

CLOSED: 01/30/95 A: CEDARWOOD HOMES
A ADDR: P O BOX 23218 SHAWNEE MISSION
P: PRAIRIE CENTER
S: BRANDON PLACE OF LANCASTER
DIST: THC6 COLOR: GOLDENROD LSD: 23
ADDRESS OF STRUCTURE:
HOUSE# D STREET NAME ST TYPE C/T CODE CITY/TOWNSHIP
13002 HEMLOCK OPC OVERLAND PARK

LEGAL DSC: L31 SE-Q
DWELLTYPE: HOU #UNITS: 1 PIPE&MATLS: 4"ABS 30-2
CONN DSC : STUB OUT OF MANHOLE
M.H. DSC : NO MANHOLE
FOOD PREP: N LINE#: 000000000 PREV PMT#: NEXT PMT#:
RE-INSPECT: N

	AMOUNT	CHK?	RECEIPT#	#EDU	
CONNECTION: Y	PMT FEE: \$ 100.00	N	02401		
	CON FEE: \$ 1,500.00	N	02363	1.0	CLERK
	SEA FEE: _____	-	_____		CHU

REMARK: NO REMARK

02 9402349

Lan
Cedar wood *1/15*

Our home, located in Lenexa, was built in 1987 by Mr. Jim Hopkins. It is a custom home that was designed with the assistance of an architect. The blue print of our home and the building contract itself, included structural and interior specifications. Mr Hopkins was aware of these specifications and agreed to comply with them. Unfortunately, Mr. Hopkins blatantly disregarded our agreed upon specifications and proceeded to make substantial changes without consulting us, our architect and the city of Lenexa.

Our home was originally designed in a manner that would utilize a column/girder for interior support of the main floor joist system. A center bearing wall system was installed in lieu of the column/girder system. City codes require as I just found out this year that a center bearing wall system requires a grade beam under it and this was not done. Also piers are required under decks and this was also not done. Our window were installed improperly, therefore they are not covered by warranty, and we have major wood rot because the house was not primed properly. The major wood rot is a cancer through our whole development where 99% of the homes were built by Hopkins.

I am asking that this bill be passed to help protect future homebuyers of new construction get a better break than the rest of us are getting. Some of us are going into bankruptcy and the problem will go on because the banks and mortgage companies will have to contend with the bad house. Disclosure Laws in Ks. require reporting problems with a house before it is sold. This will have to now rest on the banks. I don't believe this is what they want. The building industry has to be held responsible for their actions.

I will close just to say that we have endured eight years of major expense which will exceed \$20,000 as well as emotional stress. I hope none of you sitting and listening to these testimonies have to go through what we have all endured. This bill does not cover everything that needs to be addressed, but it is a start. Thank you for your time.

2/22/96

Paula Schulman
7611 Park
Lenexa, Ks. 66216

Senate Local Gov't
2-22-96
Attachment 3

My Name is Don Newell, I'm the Broker for Gateway Real Estate
 Perhaps you are wondering why a Broker in Real Estate is coming to
 this meeting. First I would like to say I do not believe in Social-
 ism, I'm a Capitalist. The big problem as I see it there should
 be some laws passed to protect people from the more greedy Capitalists,
 My wife & I built a new home North of Lawrence 8 years ago. We
 hired a man I felt at the time was very well qualified to build a
 house, However he had a brother in Law I would not hire him to
 build an out house, The reason he would use a few words & you would
 probably fall in it before you were done. My wife when we hired this
 man to build our house, she told him we did not want his
 brother in Law to do any of the wiring, plumbing or furnace work.
 His statement at the time was he would watch him, he did
 watch him straight, all the way to the Bank. Example the first
 year we lived in the house we had some horses. I cut the pipe
 on the water tank for them my wife said why dont you
 get a water tank heater for the water tank & I said I would
 just as soon cut the tap. He did not put a ground wire on the
 plug in & if I had electrocuted myself on the house. Then
 as I understand it we would have had a good case. The first
 several months we lived in the house all of the electricity
 went off. My wife marked it & phoned & she had the electrician
 come out and check it out. The fuse box he did not seal it
 where it went thru the roof of the house, and water came
 in and blew out the fuses. we should have craked up at this point
 but we didn't. The wire that ran out to the porch light on the
 front of the house was too short so he spliced on another piece
 and wrapped it around the metal without even taping on it. You can
 see where it got hot. My father in Law who spent his life working
 as a mechanic said he did not see how he kept from burning the house
 down.

(Mo's)

The next thing when you run electric wires down a wall you
steps in them. When one gets hot it blows a fuse, however the ^{the} ~~the~~ ^{steps} ~~the~~ ^{cost} ~~the~~
money. Also when you use a very cheap wire to wire the house, ~~you~~
~~should go through a fuse box as I understand it, but they cost money & you~~
~~change the power for it,~~ but you put the money in your pocket, this man
was had 3 houses burn down over the years as I understand it.

The builder should have built our house up 5 to 6 inches higher to get
the water away from the house, we spent around \$2000 correcting that
problem as a startup.

The plumbing, The first year we lived in the house, the noise from the
water pipes would just about drive you out of the house. I had lived
in a lot of houses in my life time, but I have never had noise do
this before, we had to hire a plumber to tie the pipes down, we took in some
orphan children several years ago. The plumbing pipes he reduced that to
under the house, instead of cutting across the house, he made a 90 degree
turn, whenever John used the bathroom we had problems, believe me

The furnace he bought some older type furnace, they were new ~~though~~
but out dated. The furnace has always made a lot of noise, when ~~we~~ ^{we}
complained, he came out and he said the pressure tank was in the wrong
place. It was not in wrong we had it checked out. The whole furnace
system should be thrown out. We talked to 13 lawyers originally before us
found one to take our case, we felt he was just starting out & did not
know the laws yet, later we hired another lawyer, he encouraged us to

5 1/2 years

fight with them. we felt they had a better lawyer, as I recall
we got around \$125K ^{or} we had this money in it fight them for 5 1/2 years
we began it with cost around 15-18,000 to straighten out this mess.
The new lawyer we hired came out and looked, we did not feel he knew
what to ask for. He asked very few questions, we felt there
should be some laws passed to protect the lawyer of ~~property~~
In my opinion you are better off if you don't know anything about the
property then you know anything.

February 19, 1995

Dr. Michael F. Hughes
12806 Woodson
Overland Park, KS 66209

Dear Senator Vanorum,

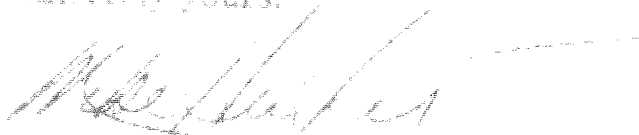
I'm concerned about a comment I've heard about not needing to license home builders because their sub-contractors are already licensed.

That makes as much sense as saying that I as a physician and surgeon don't need to be licensed because the registered nurses, licensed practical nurses and audiologists who work with and for me are licensed.

Well, of course, I need to be licensed as a physician and surgeon--the ultimate responsibility for the welfare of the patient rests with me. The ultimate responsibility for the safe and correct construction of a home rests with the home builder.

I certainly support your Bill #629.

Sincerely yours,


Michael F. Hughes, MD

Senate Local Gov't
2-22-96
Attachment 5

Margaret J. Cacioppo
13124 Larsen Street
Overland Park, Ks. 66213

February 20, 1996

The Honorable Bob Vancrum
The State Senate
State Capitol
Topeka, Kansas 66612-1504

Dear Senator Vancrum:

As a homeowner in Kansas I am writing to you in regard to the problems I experienced in building my home. I am hoping that legislation will be passed to deal with the home building industry.

For approximately two years, through numerous letters and telephone calls, I asked my builder to locate the source of and fix the persistent water intrusion to the basement interior walls and first floor bay windows. The builder responded by sending out an employee who administered several caulk "band-aids" which proved to be a very ineffective treatment. Throughout the course of the two year period, sheetrock and furnishings were damaged by the continuous water leakage during rainfalls.

In addition to the situational frustration that my husband and I experienced, we also suffered the anguish of losing our baby during what was my one and only opportunity to become pregnant. We believe that this was due mainly to the stress created by the problematic combination of circumstances created by poor workmanship and lack of regard for customer service.

In order to bring the two year ordeal to closure, I was forced to hire a licensed, professional consulting engineer at my own expense. Although I did not believe that it was my responsibility to do the "troubleshooting" and suggest viable solutions, I felt I had no recourse but to employ the services of a structural engineer.

I believe that there is a need for statewide licensing of general contractors and mandatory performance bonds which could prevent or at least provide relief for

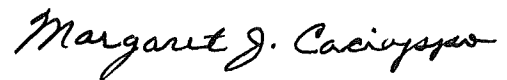
*Senate Local Gov't
2-22-96
Attachment 6*

homeowners who are victimized by an industry fraught with unscrupulous and/or incompetent contractors and practices.

In addition, adoption of a statewide building code with strong enforcement provisions is needed.

I am asking for your support and endorsement of legislation that addresses these issues and protects our state consumers.

Respectfully yours,



Margaret J. Cacioppo



KANSAS STATE BOARD OF TECHNICAL PROFESSIONS

(913) 296-3053

Suite 507, Landon State Office Building 900 S.W. Jackson Street Topeka, Kansas 66612-1257

STATEMENT TO THE
SENATE LOCAL GOVERNMENT COMMITTEE
by the
KANSAS STATE BOARD OF TECHNICAL PROFESSIONS
February 22, 1996

RE: Senate Bill 629- Licensing of Residential Building Contractors
Under the Board of Technical Professions

Mr. Chairman, and Members of the Committee, I am Stan Peterson. I am appearing before you this morning as Chairperson for the Kansas State Board of Technical Professions. The Board of Technical Professions is the licensing and regulatory agency for the professions of architects, professional engineers, land surveyors and landscape architects.

There are specific concerns with Senate Bill 629. First is the inconsistency with the current jurisdiction of the Board of Technical Professions. The professions of architecture, engineering, land surveying and landscape architecture are not responsible for one and two family residences. There are specific exemptions in Kansas statutes as they apply to the Board of Technical Professions for these buildings. There is also some inconsistency between the licensing qualifications for residential building contractors, and the minimum qualifications for the technical professions, such as education and internship.

Further, the Board is concerned about the financial impact upon the Board of Technical Professions and the state of Kansas. Licensing residential building contractors is a very expensive program. There are very few states that require licensing of residential building contractors. The ones that we were able to find have budgets ranging from \$500,000 to almost five million dollars, with staffs of up to 110 employees in Arizona.

In considering the licensing of residential building contractors, the legislature may wish to review the statutes which are already in effect that provide for reciprocity testing and certification of residential building contractors. K.S.A. 12-1556 through K.S.A. 12-1558 provide testing and certification if so required by a local municipality. These statutes could be revised to become mandatory, with the counties or municipalities being responsible for licensing. The major reason for placing the responsibility with the local entity is that they require permits, and have direct contact with building contractors.

The Kansas Board of Technical Professions hopes this information is helpful to the committee, and we would be happy to answer any questions the committee may have. Thank you for this opportunity.

*Senate Local Gov't
2-22-96*

ARCHITECTS

•

ENGINEERS

•

LANDSCAPE ARCHITECTS

•

LAND SURVEYORS

Attachment 7



**Home Builders
Association**
of Greater Kansas City



600 EAST 103rd STREET • KANSAS CITY, MO 64131 • PHONE 816-942-8800 • FAX 816-942-8367

February 21, 1996

Kansas Senate
Senate Local Government Committee

Dear Senator Parkinson:

The HBA of Greater Kansas City represents over 1000 companies associated with the new home building industry in the metropolitan area. Our home builder members took out almost 80% of the approximate 2600 single family permits issued in the Johnson County area in 1995. As many of you may have read, the Kansas City metro area for the last quarter of 1995 had the most affordable new and existing housing of any metropolitan area in the country. This was determined by a study conducted by the National Association of Home Builders. While we are proud of this honor, we believe that it also makes it extremely important that new home buyers assess both the homes they are buying and the builder who builds that home. Price while important should not be the final determining factor in the buying decision. If one home is significantly lower than comparable other homes, the buyer should ask why this is so. We urge buyers to ask the right questions before making the important decision of buying a new home.

The HBA of Greater Kansas City would like to take this opportunity to express our concerns about SB 629. The HBA is not totally opposed to the concept of Licensing per se but has serious reservations about this particular bill. First off, we want to acknowledge our concerns about a small minority of problems that occur in the residential construction industry in our area. While it is unfortunate that these occur, we believe that an overwhelming majority of new home buyers are satisfied with both their homes and their home builders. As in any industry, disputes can arise over what is and what is not a problem. We believe this particular bill does not solve these disputes.

Licensing will not provide any major guarantees to a new home buyer. There already exists at the local level the ability to deal with most of these major concerns. It would be unfortunate to see the state rush into the creation of another level of bureaucracy dealing with the home building industry. This bill will not begin to solve the types of problems we have seen in our area. We urge the committee to defeat this bill.

We thank the committee for its time and an opportunity to be heard.

Sincerely,

Ben Cerra

Ben Cerra, President

cc: Local Government Committee Members

*Senate Local Gov't
2-22-96
Attachment 8*

Protecting our No. 1 investment — our homes

By LYNN GANSERT

Kansas and Missouri do not have statewide building codes. That means there are not minimal construction standards to which a builder must comply.

In many cities where codes and ordinances have been adopted, the cities do not enforce them. The fact is that once a home buyer takes possession of a house, it becomes a civil matter. It becomes the responsibility and expense of the consumer to prove a deficiency in court.

The unscrupulous builder moves from city to city, state to state, with no records being kept. In Kansas City, Administrator of Codes Barry Archer has been under attack by home builders for enforcing codes and ordinances that were adopted by the city years ago.

In Kansas and Missouri it usually takes \$20,000 to \$50,000 and three to five years of a family's life to litigate. Attorney fees are not recoverable. The

Gansert is president of H.A.D.D.

builder usually has more money than the home owner.

The liability insurance that builders so proudly advertise pays for their defense — including attorneys and witnesses. The insurance even pays the award. The amount of judgment to the home owner usually pays their attorney fees, not to fix the house.

During the years of litigation a family

VIEWPOINT

becomes the victim, existing in a deficient home, facing the physical, emotional and financial trauma. The builder continues to build.

Disclosure laws mandate that home owners disclose all deficiencies when they sell the house. Builders do not.

Home owner insurance policies consider homes to be defect-free so they do not cover structural repair. Once notified of a structural deficiency the home owner is at risk of being canceled.

The system today is set up to com-

pletely favor the building industry and to punish the home owner with indifference.

We are asking that our cries be heard. We are up against a powerful and rich industry, but we are the citizens and taxpayers of both Kansas and Missouri. The enormity of this problem is overwhelming.

Our organization is called H.A.D.D. — Homeowners Against Deficient Dwellings. We are trying to educate the public as to how prospective home buyers can try to protect the largest investment of their lives — their homes.

We also assist home owners faced with a deficient house. We can educate them on how to document their case and most of all give them emotional support. We also respond to issues involving real estate companies and agents, title insurance, insurance, warranties, attorneys and taxes.

Our mailing address is P.O. Box 25201, Shawnee Mission, Kan., 66225-5201.

Senate Local Gov't
2-22-96
Attachment 9



The *New Home Buyer's* GLOSSARY

As you start shopping for a new home, you may encounter some unfamiliar words and terms. The following glossary will help get through the maze of buying a home.

Adjustable-Rate mortgage (ARM) - Loan whose interest rate is adjusted according to movements in the financial market. Many offer lower-than-market initial interest rates that rise only gradually for the first few years.

Annual Percentage Rate (APR) - Annual cost of credit over the life of a loan including interest, service charges, points, loan fees, mortgage insurance and other items.

Appraisal - Unbiased, professional opinion of a property's value based on its style and appearance, construction quality, usefulness and the value of comparable properties.

Assessment - Tax levied on a property or a value placed on the worth of a property by a taxing authority.

Assumption - Transaction allowing a buyer to assume responsibility for an existing loan instead of getting a new loan.

Broker (Real Estate) - Person who receives a commission or fee for bringing buyer and seller together and assisting in the negotiation of contracts between them. A license is required in most states.

Building Code - Local regulations controlling design, construction and materials used in construction. Building Codes are based on safety and health standards.

Buydown - Subsidy (usually paid by a builder or developer) to reduce the monthly payments on a mortgage loan.

Buyers Agent - A real estate agent who represents only the buyer in a real estate transaction.

Callback - Request by a home owner for a builder to handle a service request.

Cap - Limit to the amount an interest rate or monthly payment can increase for an adjustable-rate loan either during an adjustment period or over the life of the loan.

Certificate of Occupancy - Document from an official agency stating the property meets the requirements of local codes, ordinances and regulations.

Chain of Title - History of all documents transferring title to a parcel of real property, starting with the earliest existing document and ending with the most recent.

Change Order - Home buyer's written authorization to add, delete or change an item specified in a contract.

Closing - Meeting to sign documents that transfer from a seller to a buyer (also referred to as settlement).

Closing Costs - Fees paid at settlement for obtaining a mortgage loan and transferring a real estate title.

Commission - Agent's fee for negotiating a real estate or loan transaction, often expressed as percentage of the sales price or mortgage amount.

Conditions, Covenants and Restrictions (CC and Rs) Standards that define how a property may be used and the protections the developer makes for the benefit of all owners in a subdivision.

Contingency - Condition that must be met before a contract is binding.

Convertibility - Ability to change a loan from an adjustable rate schedule to a fixed-rate schedule.

Covenant - Agreement between seller and buyer on a piece of property, restricting the use of that property (also called deed restriction).

Deed - Legal document representing property ownership.

Default - When a borrower fails to make the required payments of a mortgage contract.

Density - The number of homes built on a particular acre of land. Allowable densities are determined by local jurisdictions.

Debt-To-Income Ratio - Long-term debt expenses as a percentage of monthly income (used by lenders to qualify borrowers for mortgage loans).

Due-on-Sale - Clause in a mortgage contract requiring the borrower to pay the entire outstanding balance upon sale or transfer of the property.

Earnest Money - Sum paid to the seller to show that a potential purchaser is serious about buying.

Easement - Right-of-way granted to a person or company authorizing access to the owner's land. For example, a utility company may be granted easement to install pipes or wires. An owner may voluntarily grant an easement or can be ordered to grant one by a local jurisdiction.

Warranties

Information obtained recently from the Federal Trade Commission confirms in their literature, the existence of the implied warranty of merchantability and fitness for a particular use. Only a few states have not adopted the theory of Implied Warranty.

In states that have adopted the Implied Warranty, the exclusion or replacement of the implied warranty for a written limited express warranty is prohibited. Yet contractors continually seek to replace these implied warranties.

Express warranties are not always backed by a casualty insurer. According to the HBA Glossary, "WARRANTY-Promises, either written or implied, that the material and workmanship of a product is free of defects or will meet the specified level of performance over a specified period of time. Written warranties on new homes are either backed by insurance companies or by the builders themselves."

The enforcement of a warranty plan is up to the discretion of the builder, yet the general public is led to believe of the existence of a warranty plan or a warranty program. Also dictated in the Federal Trade Commission's literature is an alternative dispute resolution process. It must be fair and affordable. Locally the required fees to start the ADR process are in excess of thousands of dollars. Once the homeowner completes this process and the contractor fails to comply, legal recourse through the courts is no longer available. Many contractors faced with an opinion turned judgement dissolve their corporations to avoid the consequence.

Many state courts expressly abandoned caveat emptor (buyer beware) and embraced the implied warranty doctrine. The doctrine rests on the courts' recognition that developer-builders hold themselves out as skilled in home construction, that buyers are typically ill-equipped to discover defects lurking in the structure of a home, and that the new home purchaser has no opportunity to observe how the structure has withstood the passage of time.

The implied warranty incorporates two promises on the part of a builder-vendor. Vendors warrant their workmanlike performance and the habitability of the homes they construct. Workmanlike manner "means doing the work in an ordinarily skilled manner as a skilled workman should do it."
"Habitable" means that the home "must be reasonably suited for its intended use." "Habitable does not mean "livable" in the sense that purchasers must show that their new homes "will not keep out the elements or that (they) are not a safe place to live."

HELP FROM H.A.D.D.

"SELECTING A BUILDER"

The unfortunate reality is that most home buyers do not know how to shop for a builder. Most of our parents simply found a house in a subdivision and bought it. Those were the days when a gentleman's word and a handshake were the norm.

The fact that licensing and bonding are not required in Kansas and Missouri is a great disadvantage to the consumer. Kansas and Missouri had bills in Legislation addressing these issues last year. Kansas is continuing this year. Without these procedures an unscrupulous builder can simply move from city to city and across state lines. No records are kept. Frequently builders have several companies in existence at the same time. Builders and developers may form companies per development and then dissolve them at completion.

Certified Master Builder is only one place to start. Many fine builders are not members. We must remember that all builders were grandfathered into this program when it was announced in 1992. In some instances builders with ongoing problems including litigation were accepted into this organization. Information on the nature or number of complaints registered against a builder is not disclosed. The financial disclosure is not a "credit check" and cannot guarantee stability. Just recently Builder Business News reported that one builder/developer company was no longer a member of the Certified Master Builder Corporation but through a little investigating it was discovered he was the owner of another company that just started business a few months ago and was already accepted into the program.

Consumers should contact the Office of the Attorney General-Consumer Protection Division, the Better Business Bureau, the County Prosecutor and the City Building Department to begin. The next step is to check for lawsuits against the builder through Civil and Criminal Court Records in every County where the builder has been involved in construction. The Office of the County Treasure can update you if last years taxes were paid by Builder. Municipal courts must keep records and disclose to the public Code and Ordinance violations if MINIMAL CONSTRUCTION STANDARDS are enforced.

Builders should be checked under company and personal names, including the use of initials. If you need help employees are usually very helpful.

The best place to find referrals is through Records and Deeds in the counties in states where the builder has done business. Do a name search again of both personal and

company names. Get a list of all transferred properties and contact owners. Ask if the builder completed the job in a timely and workmanlike manner. Question if the closing price was the same as the contract to purchase.

Building in an area where the same house plan is built repeatedly does not insure a cost savings or a quality house. Sometimes you are a greater risk because inspections are lax with repetition. One must question if one house is bad will the others have the same defects. Also how cost effective is the resale going to be?

Only use a builder who will give you a complete set of detailed plans and specs with the purchase. (They should include framing) Later on they would be considered property of the builder and architect.

Warranties are important. If the builder has his own warranty than compliance is at the word and discretion of the builder.

Builders often have binding conciliation and arbitration clauses in the purchase contract. They can also be very costly and time consuming. The homebuyer should not take possession of the house until the punch list is completed. A Certificate of Occupancy must be obtained from the municipality before closing.

Buyers may want to retain the service of a home inspector to oversee the construction or an attorney to review the contract.

The Offices of the Attorney General and Commissioner of Insurance have warned, "BUYER BEWARE". Don't be H.A.D.D.

For additional information contact H.A.D.D.
Homeowners Against Deficient Dwellings mailing address is
P.O. Box 25201 Shawnee Mission, KS 66225-5201
Phone and Fax 913-685-0855

This is intended for PRESS RELEASE

OFFICE OF THE ATTORNEY GENERAL

Complaints must be filed on the proper form available from the Office of the Attorney General. Most homeowners have received a letter in return stating that the Office of Attorney General has no jurisdiction in these matters.

When the same contractor continuously performs shoddy workmanship or refuses warranty work, the accumulated losses to homeowners are enormous. When structural deficiencies are present the losses are much greater. A profit is made by the contractor in these situations. Do repetitive acts by the contractor constitute fraud or deception? Would all the losses not show a pattern of intentional harm?

When consumers contacted the Office of Attorney General it was suggested that they retain the service of a private attorney to protect their individual interest. Once an attorney is involved they are told nothing will be done because they have private counsel. This has been excused with the explanation that they do not have the funds or manpower to pursue all cases. The Office of the Attorney General does not recover attorney fees in most cases.

We have read the Kansas State Statutes regarding Consumer Protection that appear to include the purchase of real estate. We understand that protection exists to the consumer against fraud and deception through omission and misrepresentation. When this is the case, Citizens of Kansas should be entitled to recourse through the Office of the Attorney General.

After providing forms to many citizens who filed with the Office of the Attorney General we were informed that we lent individuals a false sense of hope. Documentation is needed to prove that Laws must be changed. Their office can provide the numbers of the complaints and how many citizens could not be helped.

Recently, the United States Attorney General, took action against phone fraud. Cases involving construction add up to millions of dollars of citizen's money being lost because of unscrupulous contractors and Laws not providing protection. Citizens need to know that Consumer Protection will be provided by the Office of the Attorney General.

IN THE MUNICIPAL COURT OF THE CITY OF OVERLAND PARK, KANSAS

8500 ANTIOCH, OVERLAND PARK, KANSAS 66212

address and location of Court

THE CITY OF OVERLAND PARK

No. 95-CS-0022
Dkt. _____ Pg. _____

vs.
Charles A. Koehler III, Accused Person
P.O. Box 7323, Shawnee Mission, Kansas 66207, Address

STATE OF KANSAS, CITY OF
OVERLAND PARK
AND COUNTY OF
JOHNSON

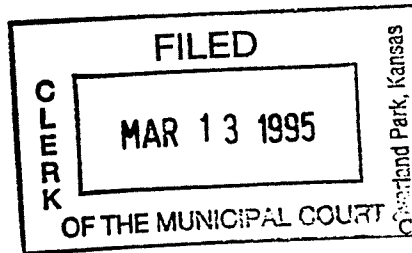
COMPLAINT

Kenneth G. Williams

of lawful age, being first duly sworn on oath, for complaint against the above shown accused person alleges and states:

That on or about the 3rd day of March, 1995, the said Charles A. Koehler III, within the corporate limits of the above named City and State did then and there in violation of the ordinances of said City unlawfully,

Cause to be occupied a new structure, a single-family dwelling, located at 12712 Woodson, Overland Park, Kansas, legally described as Turnberry, Lot 77, without a valid Certificate of Occupancy or valid Temporary Certificate of Occupancy, in violation of Sections 116.1 and 118.1 of the 1993 Edition of the BOCA National Building Code, incorporated by reference at OPMC 16.04.300; penalties provided at OPMC 16.04.405 and OPMC 1.12.010.



Counts _____ through _____ attached

Ordinance violated: As above.

Notice issued for the accused person's appearance on the 23rd day of March, 1995, at 9:00 A.M.,

OR

Warrant issued-appearance bond requirement per warrant is \$ _____

Sworn to positively before me this 13 day of March, 1995.

Quetta Ross
Judge - Notary Public

Kenneth G. Williams
Complainant

My Commission expires: _____

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF MISSOURI

County of JACKSON

BE IT REMEMBERED, That on this 27th day of June A. D. 1995, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Ben F. Cerra, Jr. President of the BEN CERRA CONSTRUCTION, INC.

a corporation duly organized, incorporated and existing under and by virtue of the laws of MISSOURI and Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

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

My commission expires

JANICE D. SCRUGGS 1995
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires: Aug. 8, 1998

Janice D. Scruggs
Notary Public

Warranty Deed

FROM

TO

Entered in Transfer Record in my office this day of 19

County Clerk

STATE OF KANSAS, County, ss.

Received for Record on the day of 19, at o'clock M., and duly Recorded in Book of at Page

Register of Deeds.

Fee, \$

December 9, 1995

Richard and Delana Hughes
540 N. Mulberry
Gardner, Kansas 66030

Re: Home Inspection

Dear Richard and Delana:

On Saturday, November 4, 1995 I toured your residence at 540 Mulberry, Gardner, Kansas. During this tour I noted the following items which I would consider building code violations of a magnitude as to cause concern regarding the integrity of your house. References to building code sections are to the 1989 edition of the CABO, One and Two Family Dwelling Code, which I understood to be the model code adopted by the City of Gardner at the time your house was constructed. Without doing invasive testing I was not able to perform a complete investigation so I have confined my comments to observable items and those which should be part of the City's inspection records and should be easily verified by reviewing those records.

The rear door opens immediately onto an exterior stairway. A minimum 3 foot by 3 foot landing is required at the top of the stairs, not more than 8-1/2" below the threshold. See CABO R-212.

The basement columns are not adequately anchored so as to prevent lateral displacement. See CABO 307.2.

The three 2x10's that form the girder at the basement have been nailed through one side only. Nail size/location did not appear adequate for the built-up girder to act as a single member. Nailing in several other locations appeared inadequate; toe-nailing of joists to girders, joists to adjacent joists, etc. See CABO Table R-402.3a.

The girder supports are spaced unevenly, creating clear girder spans of 9'-6" to 12'-2". The tributary span (S) under the 11'-9" span is 12 feet. The tributary spans under the 9'-6" and 12'-2" spans exceed 13 feet. Looking at CABO Table R-602.2.1a for girders supporting only one floor (no roof load) it appears the chosen girder (even if the 3 2x10's act as a single beam) may not be adequate. I've run a quick calculation, checking all three spans as simple spans and all three exceed the allowable bending stress for #2 Hem-Fir, two by a significant amount. Two of the spans exceed the allowable bending stress for #1 SPF; these are the two species noted on the specifications. I used a 30lb. live load in the bedroom area and a 40lb. live load elsewhere with 10lb. dead load. The roof load was not included as the roof is framed with trusses.

*Senate Local Gov't
2-22-96
Attachment 10*

Hughes, page 2

Although there would be some allowed reduction based on a continuous span girder, this would have to be checked by engineering calculations beyond my professional scope and the girder design, nailing pattern, splices, etc. should be factored into the calculations. I suspect these engineering calculations would support my judgement which is that the girder is undersized. Because the girder used is not in accordance with the prescriptive sizes noted in CABO determination of equivalence should have been submitted to the Gardner Building Official and should be on record in their office. See CABO R-108.

There are no double joists below any parallel partition including the stair opening. Partitions above are bearing partitions as they support more than 100 lbs/linear foot. See CABO 602.8.

I dug around under the basement slab at the basement rough-in hole and could not find evidence of any vapor barrier. If the vapor barrier was omitted this could be a contributing factor in the continuing moisture problems you are experiencing with the slab, especially since there is no evidence of moisture on any other surfaces in the basement which might indicate condensation. The vapor barrier is required by CABO R-603.2.2.

The gutter along the front of the house is angled improperly allowing rain water to collect at the inside corner by the porch. I could see evidence of the water dripping through this seam causing a depression in the yard at this point which allows water to drain back against the foundation wall. In addition, the top soil was stripped from the lot and not replaced, so that, without proper grading any water will tend to stand on top of the clay subsoil and run on the surface toward the house. I note you have located plantings around the house and added topsoil and mulch to these areas which will increase the opportunity for water to migrate down against the foundation. See CABO 701.3.

The roof trusses should comply with CABO 702.9. I would need to see the manufacturer's installation instructions and design data which should be on file with the Gardner Building Official in order to review their installation; field cutting of the trusses would not normally be allowed and bracing requirements should be inspected.

Hughes, page 3

You should understand that doing an inspection only after the house has been completed allows for only a fraction of the problems to be observed. Any problems associated with improper construction that have been covered by the building finishes can add to the problems you have been confronted with thus far. Construction problems associated with these errors in wood framed construction often do not come to light for two to three years after the house is complete. At that time, the soil has started to settle, building systems have had time to cycle through several seasons, heating and cooling costs can be evaluated and these hidden errors may cause additional problems and an increase in maintenance costs.

Additional testing on the infiltration problems could be done now, however, this testing may cost more than you can afford, unless the utility company provides this testing as a service.

The fact that the house was not built in accordance with the approved plans and specifications is self-evident, and the instances of those deviations are too numerous to list in this document. Since your home mortgage is through the FMHA these deviations should be brought to their attention as I'm sure they would want to address those discrepancies, especially those affecting the continued soundness of your property.

I have done my best to identify those observable code items that in my professional judgement are indicative of serious future problems. These are not cosmetic issues, nor contractual issues except in so far as your house is contractually required to meet code.

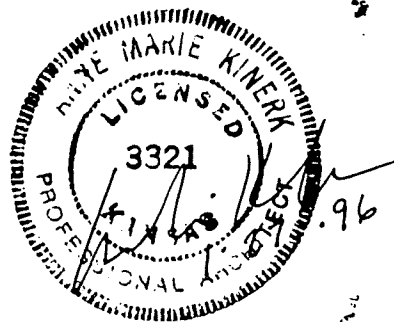
If you have questions please do not hesitate to call me.

Sincerely,



Anne Marie Kinerk

cc: HADD





Home Buyers Warranty®

October 5, 1995

Mr. & Mrs. Richard Hughes
540 N. Mulberry
Gardner, KS 66030

Dear Mr. & Mrs. Hughes:

Since you and your builder have been unable to resolve this dispute through conciliation, please refer to the "Arbitration" section of your Home Buyers Warranty Booklet.

Should you decide to request Arbitration, please complete the forms, listing ALL warranted items which were properly reported to your builder and remain unresolved. Please return these forms to this office, along with the applicable Arbitrator's compensation of \$50.00 and any additional fees due for excessive items (see #26b of the Arbitration Fee Schedule) made payable to NATIONAL ACADEMY OF CONCILIATORS. Upon receipt of the Arbitration forms and your check, the file will be forwarded to the Arbitration Service for administration.

Your builder's warranty has time limits; a prompt response will minimize the risk of going beyond them. Our records indicate your effective date of warranty as August 18, 1994. In order to preserve your rights under the terms of the warranty, we must be in receipt of your arbitration forms within sixty (60) days of today's date or we will assume that your builder has complied with the HBW Warranty. We will not be able to grant any further extensions after this time frame unless the applicable warranty is still in effect.

If you have any questions or if we can be of further service, please feel free to call me.

Very truly yours,

Marsie Taylor
Warranty Service Representative

File No: KS008777-01

Enclosures: Request for Arbitration Form and Attachment
National Academy of Conciliators Rules & Procedures

cc: E J Straub , E. J. Straub Construction

*(4-288 extra)
warranted*

GAIL -

1-800-488-8274

Straub
CONSTRUCTION

QUALITY ASSURED

June 14, 1995

816-942-8800

Marcie Taylor
in Colo.
1-303-368-5204
Ext 211

Ms. Diane D. Lair
Certified Master Builder Corporation
600 E. 103rd Street
Kansas City, Missouri 64131

Re: Richard and Delana Hughes
540 North Mulbery
Lot #54

RECEIVED

OCT 05 1995

DENVER
WARRANTY SERVICE

Dear Ms. Lair:

Please be advised that all and any legitimate complaints of the Hughes have been addressed and taken care of. Some of the complaints that she lists are hard to understand because they are not detailed out and namely all carpeting was pieced together and seams do show which are expected as described in the Certified Master Builder Warranty Program. And yes, she may have had plumbing problems but the plumber has returned and made the necessary repairs. Each and every item that she does complain about has been brought to our attention and has been addressed and has been repaired. Again, it is obvious that Mrs. Hughes is writing in response to the request of her neighbor Mrs. Tidwell to write the association.

It is interesting to me when I brought these complaints to the attention of my superintendent he informed me that he stopped by to see Mr. Hughes within the past week and inquired to see if everything was alright with his residence. Mr Hughes informed him that everything was just fine.

RECEIVED
OCT 05 1995
DENVER
WARRANTY SERVICE

Again, I reintegrate all of the complaints which have fallen in the prerogative of the Certified Masters Builder Program Warranty will be addressed and repairs made upon request. I know for a fact that most homeowners expect alot more than what is required under the warranty program.

Sincerely,



Ernest J. Straub

EJS:ps

cc: Mr. & Mrs. Hughes

Please read the enclosed
Certificate Master Builder
Warranty Program Performance
Standards.

4th Anne Marie Knerk



QUALITY ASSURED

August 1, 1995

HADD
Box 15061
Kansas City, Kansas 66115

Attn: Mrs. Lynn Gansert

Re: Ms. Griffin's Residence
Mrs. Tidwell's Residence
Mrs. Stubbs Residence

Dear Mrs. Gansert:

In response to the concerns raised by the above listed homeowners and the assistance you provided them in registering their complaints to various agencies an inspection was held by the Farmers Home Administration at each individuals residence. The committee of eight individuals which is listed on the attached correspondence conducted a two hour inspection at each residence.

Your presence at this inspection trip was missed by all concerned. It is to bad you could not have been there.

Notes were taken concerning each item of complaint by the Farmers Home Administration representatives.

Attached is a complete report developed by the Paola office of Farmers Home Administration for your review. Please note that at least a minimum of 50% of the items on your complaint list, the Government says no correction is needed or not covered under the warranty. It is directly apparent that the Homeowner and HADD failed to review the warranty that exist on these houses. You will also note that all of the legitimate warranty items have been addressed and have been signed off by the Homeowners which is exactly what I told you when I first met you would happen.

In these modern times I suppose there is a real need for consumer protection groups which I assume HADD represents. I am the first one to agree that there are bad apples in any industry. This is true of Lawyers, Doctors, Engineers and any profession you can think of. That is why the Home Builders Association started their Certified Master Builder Program in an effort to eliminate as many irresponsible building contractors in the local building business, and to raise

10-7

United States
Department of
Agriculture

Rural Economic
and Community
Development

100 N. Angela St., Ste 2
Paola, KS 66071
913-294-5369

July 26, 1995

ATTN: CHARLES RICKLEFS
FARMERS HOME ADMINISTRATION
1200 SW EXECUTIVE DRIVE, BOX 4653
TOPEKA, KS 66604

Dear Mr. Ricklefs:

On Thursday, July 20, 1995, inspections were conducted on the homes of Julie Stubbs, Beate Griffin, and Sandra Tidwell. We were to also meet with Nancy Hinton, however, due to the time taken on earlier inspections, Ms. Hinton was not able to stay long enough for us to meet with her. The County Office staff will reschedule this appointment as well as schedule appointments with other homeowners who have concerns and complaints.

The group that toured the homes was made up of Ernest Straub, builder/contractor, Richard Cromwell, site superintendent for Straub Construction, Tim Danneberg, staff assistant to Congresswoman Jan Meyers, John Ballou, State Representative of the 43rd District, Pat Burton, City of Gardner Codes Administrator, Barb Blaylock, City of Gardner Community Development Director, Webb Isley, State Architect, RECD, Elton Murrow, District Director RECD, Randall Campbell, County Supervisor RECD, and Robert Moreland, Assistant County Supervisor RECD.

As we conducted the inspections, we found that many of the items noted by the homeowners were already corrected. We also found common concerns between the homeowners.

One of the major concerns has been the "wet basements". Mr. Straub has contracted with Terracon, a private engineering firm to consult on why this may have occurred and what steps to take to solve any problem. Terracon has made on site inspections on some homes and plans to core drill under one home to gather information. Once this report is received, Mr. Straub will provide copies to all interested parties.

Upon our inspection of the homes, it appears that no outside water is coming into the basements. Rather it is a problem with the humidity levels in the basements. The warranty Mr. Straub provides does not have coverage on dampness occurring in the basement due to humidity levels and is therefore not his responsibility to cure. He has went back to several homes and installed additional venting to provide for better airflow and circulation in the basement.

Another common concern was the cracking of concrete in the basements, garages and driveways. The cracks that are present are
RECD is an Equal Opportunity Lender.
Complaints of discrimination should be sent to:
Secretary of Agriculture, Washington, D.C. 20250-0700



CERTIFIED MASTER BUILDER CORPORATION

A subsidiary of Home Builders Association of Greater Kansas City
600 East 103rd Street * Kansas City, Missouri 64131
(816) 942-8800

July 13, 1995

RICHARD AND DELANA HUGHES
540 North Mulberry
Gardner, Kansas 66030

Dear Richard and Delana:

We appreciate the information that you provided to us regarding your dispute with Straub Construction Company, Inc.

Because your home is covered by the 2-10 Warranty Program, we are precluded from making the Certified Master Builder Program conciliation and arbitration system available to you. However, we encourage you to make sure that you fully understand your rights under the 2-10 Warranty Program, including your rights to its conciliation and arbitration process.

Despite the fact that our dispute resolution procedures do not apply to your home, we are interested in doing whatever we can to assist you in resolving legitimate problems. In that regard, we met with Ernie Straub and encouraged him to do whatever is reasonably required to satisfy valid complaints.

Ernie told us that he has taken care of all homeowner complaints. We certainly hope that he has and that your problems have been resolved to your reasonable satisfaction. If that is not the case, you should promptly explore what your rights are under the 2-10 Program. Additionally, we would appreciate it if you would send us a letter as soon as possible telling us whether the work has been performed and describing any continuing problems.

10-9

Page Two
July 13, 1995

If you have continuing problems, we strongly advise you to carefully review the 2-10 Warranty which you received, including the performance standards. Those should assist you in determining whether you have valid complaints against your builder and should assist you in explaining your problems to him.

Once again, thank you for the information that you provided and let us know if your problems have been resolved.

For the Committee,


Ron Clevenger
CMB Committee Chairman

cc: Mr. Ernie Straub - Straub Construction Company, Inc.



RECEIVED

OCT 05 1995

DENVER
WARRANTY SERVICE

CERTIFIED MASTER BUILDER CORPORATION

A subsidiary of Home Builders Association of Greater Kansas City
600 East 103rd Street * Kansas City, Missouri 64131
(816) 942-8800

June 12, 1995

Mr. Ernie Straub
STRAUB CONSTRUCTION COMPANY, INC.
10575 Widmer
Lenexa, Kansas 66215

Dear Ernie:

Please find enclosed a complaint letter that the Certified Master Builder Program received on June 12, 1995 from your buyers, Richard and Delana Hughes, regarding a home that you built for them located at 540 North Mulbery in Gardner, Kansas.

The buyer has not filed a formal complaint form at this time but we did want you to know that this letter has been placed in your file.

Please take a moment to review the matter and send us a brief, written explanation of the situation.

Sincerely,

Diane D. Lair
Director of Administrative Services

Encl.

cc: Richard and Delana Hughes

10-11



Homeowners Against Deficient Dwellings

Box 15061
Kansas City, Kansas 66115

685-0855

*Gardner diagnosed
leaking
water mark
10.00 08/28/95
Sunday
deficient
back*

Richard and Delana Hughes
540 N. Mulberry
Gardner, Kansas 66030
856-4897

July 01, 1995

RECEIVED

OCT 05 1995

DENVER
WARRANTY SERVICE

Re: Walk through on 06/29/95
Lynn Gansert and Mr. Straub
John Ballou, State Representative

Complaints:

back stairs are warped

- cracked* x dip in yard *up*
- grade of yard, seed did not take, topsoil?
- cracks in basement
- basement wet
- x poles in basement?
- found* electricity goes on and off - told call city about
- wall in master bedroom - couldn't find problem
- cabinet ruined in bath, Mr. Straub had leak fixed
- 7 carpet not installed correctly
- x deflection in floors
- x crack over door in bedroom/bath
- beam apparent in living room ceiling
- crack in driveway
- caulking and flashing needed on windows
- x linoleum not caulked
- furnace popping and making loud noises, Mr. Straub says
- it is normal and will not look at it
- ceramic tile in kitchen is broken
- garage door
- x sheet rock is missing in area
- ceiling pulling away from wall in bedroom
- x all floors creek and are uneven

These complaints were discussed. You may list additional complaints on the form.

*Lynn Gansert other complaints
listed on back*
Lynn Gansert

10-12

To the best of my knowledge some of these things listed
have been lived. I initialed Richards paper about these

QUALITY ASSURED

August 3, 1994

Richard & Delana Hughes
901 E. Elm
Olathe, KS 66061**RECEIVED**

OCT 05 1995

DENVER
WARRANTY SERVICE

RE: Lot 54, 540 Mulberry Street

Dear Richard and Delana:

It has come to my attention that a tremendous amount of stress, hurt, anxiety and bad feelings have developed over move in dates due to misunderstandings arising from many sources.

In an effort to eliminate this problem, I am implementing a new firm policy. No ONE is authorized to give a MOVE IN DATE except Mr. E. J. Straub. This Authorization will be given in the form of a letter to the New Home Owner on the DATE set by the Farm & Home Administration for a FINAL inspection of the completed residence. This will be the DATE for the New Home Owner to give thirty day notice to his LANDLORD. Any notice given before this date by the New Home Owner to vacate will be at the SOLE RISK of the Buyer. NO HOME will be occupied before FINAL CLOSING.

There are many foreseen and many more unforeseen reasons for a delay in the completion of a new residence. I know you have been waiting an INORDINATELY LONG TIME to get your new home. Again, there are many reasons for the extended period, many beyond my control, but I'm sure the wait will be worth it.

Please rest assured that an all-out effort is being made to complete your new home as quickly as LABOR, MATERIALS and WEATHER will permit. For all those involved in this long but worthy process, I can only say I'm sorry for any delay you have encountered. Please remember, though, that no one has received or will receive ONE THIN DIME during this long period until your residence is completed and approved by you and the Farm & Home Administration.

Your understanding, patience and good will is appreciated. If you have any questions, please give me a call, office 451-8828 or home 962-4242.

BROWN.LTR

10-13

QUALITY ASSURED

September 21, 1995

Ms. Diane Lair
Certified Master Builder Corporation
600 E. 103rd Street
Kansas City, Missouri 64131

Re: Richard Hughes residence
540 N. Mulberry
Gardner, Kansas 66030

Dear Ms. Lair:

The complaint letter you received from the Hughes' I believe is the handy work of a Phantom Ghost Writer. It probably is the handy work of HADD.

Please be advised that the one year inspection for warranty items was completed on September 12, 1995 by the district Farmers Home Administration manager, Mr. Randy Campbell. I am enclosing a copy of his list of items that need some attention. You will see that it is quite small and the items are quite insignificant.

The last item on Mr. Campbell's inspection sheet regarding the damp basement floor, please be advised that I sent my furnace company out to the house to install additional vents to move the air which would have corrected the dampness on the floor, but the home owner Mr. Hughes refused to let my workman do the work. You will also note that on previous Farmers Home Administration reports that the builder is not responsible for this item.

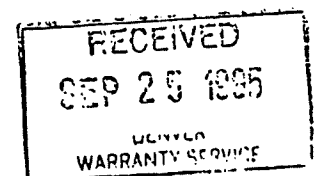
Please be advised that the warranty items listed in Mr. Campbell's report will be taken care of within the next 10 days if not sooner.

Sincerely,



Ernest J. Straub

cc: 2-10 Warranty, Marsie Taylor



10-14

STATE OF KANSAS
Tenth Judicial District

OFFICE OF DISTRICT ATTORNEY

PAUL J. MORRISON
DISTRICT ATTORNEY

JOHNSON COUNTY COURTHOUSE
P.O. BOX 728
OLATHE, KANSAS 66051
PHONE: 764-8484, Ext. 5333

August 19, 1993

*received
8/23/93*

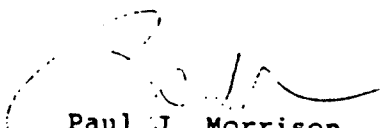
Bob Pledge, Director of Community Services
CITY OF OVERLAND PARK
8500 Santa Fe
Overland Park, Kansas 66212

Dear Bob:

Per our conversation of today, I am forwarding you the enclosed information my office received from James E. Jennings.

If you have any questions or comments, don't hesitate to contact me.

Sincerely,


Paul J. Morrison,
District Attorney

:tli

enc

*8/23/93 4:51 PM
Call into Mr Jennings
at home on machine*

*Senate Local Gov't
2-22-96
Attachment 11*

CITY OF OVERLAND PARK

Tim
COMMUNITY SERVICES

Intracity Correspondence

August 24, 1993

TO: DONALD E. PIPES - CITY MANAGER

RE: 15118 BEVERLY

Attached is the information provided by District Attorney Morrison relative to alleged structural concerns and building code violations on the structure at 15118 Beverly. I have placed a call to Mr. Jennings in an effort to gain additional information and, hopefully, a copy of the structural engineer's report as referenced in his letter.

A review of the file on this address indicates that a final Certificate of Occupancy has not been issued. The last inspection report does not identify any structural issues although several were identified during the course of construction.

I will keep you advised as additional information becomes available.

Bob

ROBERT A. PLEDGE - DIRECTOR OF COMMUNITY SERVICES

pap

cc: Tim Ryan, ACAdm/l
Attachments

~~21-2~~

21-2

SUMMARY OF DEFICIENCIES AND CORRECTIVE ACTIONS

1. Cabinets and woodwork in the kitchen and hearth room were improperly stained and then improperly lacquered. Replace all cabinets, to include sidings, facings, drawers, doors and hardware in kitchen and hearth room. New cabinets are to be stained and finished to match existing oak furniture in the area as originally requested by the owners. The work is to be completed thoroughly, properly and completely. All areas of presently existing overspray on the ceiling will be properly and thoroughly corrected.
2. The trim, windows and woodwork in kitchen and hearth room were improperly stained and then improperly lacquered. All trim, windows and fireplace mantel in the kitchen and hearth room are to be completely replaced and stained and finished to closely match the new cabinet work. The work is to be completed thoroughly, properly and completely. All areas of presently existing overspray on the ceiling will be properly and thoroughly corrected.
3. Bookcases and trim in living area were improperly stained and finished. Bookcases and trim in dining/office area is to be completely replaced, stained/finished to match new kitchen woodwork as originally requested by owners. White enameled support column in the entry way is to be completely redone to owners approval. The work is to be completed thoroughly, properly and completely.
4. Hardwood flooring was not completely finished prior to owner acquisition of house and remains unfinished. All hardwood flooring in entry, kitchen, Hearth Room and garage entry is to be properly and completely finished after all other wood replacement, staining and finishing have been completed.
5. The closet and basement entry doors were improperly stained and finished. The closet and basement entry six panel pine doors and door trim is to be completely replaced and stained/finished to match new dining area woodwork.
6. Front entry door does not function properly, is not secured to house and is improperly painted. Front entry door, jamb, casing and trim is to be completely replaced and finished in accordance to the original owner specifications.
7. French doors, glass transom above doors, and all surrounding trim work is to be completely finished to owners specifications. There will be no incurred cost to the owners as the result of any of this work. This will serve as partial compensation for the problems, time and effort that the owners had originally put into the project.

7. The interior trim around the half moon window in the entry way will be completely replaced and stained to match the new woodwork. Stain color and finish in the dining area as originally requested by the owners. The window sill for the half moon window above the entry door will be installed as shown on the original blueprints of the house. It will be stained and finished to match the new trim around it.

9. The staircase posts, hand rails and trim were improperly stained and finished. The staircase posts, hand rails and trim will be completely replaced and stained/finished to match new woodwork in kitchen/dining areas. The window and trim at the top of the first staircase tier will be replaced and stained/finished to match the new woodwork in the kitchen/dining area.

10. The trim and both windows in the master bedroom and the trim in the master bath closet and shower will be completely replaced and finished without stain using only clear varnish. All areas of stain overspray on the ceiling will be appropriately and thoroughly corrected.

11. The windows in the second bedroom (bedroom with window seat) were damaged during the clean up of the house before owners took possession. These are to be completely replaced, stained and refinished to match existing stained woodwork in room.

12. Windows in other two bedrooms do not function properly and were improperly painted. These are to be completely replaced and repainted with white enamel as originally requested by owners.

13. The existing water heater does not supply adequate supplies of hot water. It is to be replaced with a 100 gallon heater or a 40 gallon water heater is to be piggybacked to the existing water heater.

14. The ductwork is full of dust and lacquer spray from the construction process and from Fred Prices lacquer work without adequate ventilation. All ductwork is to be professionally steam cleaned by a reputable duct work cleaning company.

15. Exterior of house was improperly and incompletely painted. Exterior of house is to be completely repainted to match existing colors. All exterior trim work that is cracked, split, inadequately secured or otherwise damaged will be completely replaced and repainted to match existing color. Shutters will be replaced with shutters of adequate size. The siding on each side of the west fire box will be replaced.

16. All gutter and drains that have been damaged, function improperly or have paint on them will be completely replaced with new ones.

17. All of the supports, rails and balusters on the front porch are to be replaced, properly primed and painted. Furthermore they are to be firmly secured to porch.

18. The concrete constituting the front porch, sidewalk and driveway was allowed to freeze during the curing process and is therefore unstable and weak. The front porch, sidewalk and driveway are to be completely replaced in the event that it has been determined by a professional laboratory to be inadequate in strength, integrity and durability. Any damage to landscaping, sod or other aspects of the house incurred during this process will be the responsibility of the builder to properly repair or replace.

19. All shingles that have heavy paint residue on them will be completely replaced.

20. Drain gutter in cove on East side of house will be replaced due to large amount of rust present.

21. Owners (James and Mary Jennings) will be reimbursed for 50% of the gas bill incurred during February/March while duct work supplying two bedrooms were left disconnected.

22. Dishwasher will be reevaluated for source of brown drainage and corrected. Has already been evaluated once. Repairman was concerned that brown drainage might be due to lacquer/stain under seal of dishwasher.

23. The joint between the house and the foundation will be assessed for gaps and any gaps will be properly corrected. Existing gaps will be properly and thoroughly corrected.

24. Repair of all drywall cracking, settling, nail pops will be corrected at eleven months.

25. Verify that footings exist under stairway load walls. Install footings as required.

26. Remove existing columns under steel I-beams, jack hammer floor down to footings and install proper height columns on top of footings.

27. Properly support all walls on first floor.

28. Install solid blocking between joists over the beams and at cantilevers.

29. Provide additional blocking to properly support masonry, north fireplace.

30. Install engineered headers as required to properly support the second floor.

31. Correct the overspanned joist condition, two locations.
32. Properly support the closet wall in the Master Bath.
33. Retexture the ceiling to eliminate the reddish hue.
34. Properly anchor all newel posts.
35. Install collar ties as required by City requirements.
36. Properly support all roof purlins.
37. Properly space all purlin legs.
38. Add ridge supports as required.
39. Locate roof bracing to structural supports (beams) in the basement.
40. Properly brace roof over Master Bedroom, high, low and diagonal.
41. After engineering the garage door header, verify and replace as necessary.
42. Correct HVAC problems as required.



Community Services

City Hall • 8500 Santa Fe Drive
Overland Park, Kansas 66212
913/381-5252 • FAX 913/381-5756

September 13, 1993

Mr. James Jennings
15118 Beverly
Overland Park, Kansas 66223

Dear Mr. Jennings:

Subject: Results of Visit to the Site and Evaluation of
Engineer's Report Regarding Construction Deficiencies
at the James Jennings' Residence at 15118 Beverly

Bob Pledge, Jim Jorgensen, and I met with you at your residence August 31, 1993, to discuss a report of construction deficiencies made by Ken Sidorowicz, P.E., dated August 10, 1993.

This report will be a response to the 20 deficiencies and corrective actions noted in the summary of the report. I will use the following notations to categorize my responses into what type of action, if any, is necessary:

A - No violation of the code is involved.

B - This is a violation of the code and will be forwarded to the builder as a requirement that must be met before his building permit can be closed.

C - Additional engineering analysis is necessary to complete the evaluation. Statements made may be based on assumptions that are difficult or impossible to prove due to areas of the home being covered with finish material. Some of these materials may require removal if further evaluation is warranted.

1. Verify that reinforced footings exist under the stairway load walls. Install footings as required.

Response:

C - Footings are required in this location, but no movement in the floor slab was noted upon inspection, and no immediate problem was identified. No code violation was noted from visual field observation.

TOTAL
B - 1625

Mr. James Jennings
Page 2
September 13, 1993

- 2. Remove existing columns under steel beams, jackhammer the floor down to the footing, and install proper height columns on the tops of footings.

Response:

C - Again, no movement was noted in the floor slab at these locations. No code violation was noted from visual field observation.

- 3. Properly support all walls on the first floor.

Response:

C - Further engineering documentation is required to assess whether any violations exist. The plans show an I beam approximately 12 feet in from the rear wall of the house which is in alignment with the front wall of the hearth room. The plans do not show the grade of joists to be used or any beams that are to be installed within the floor system.

The area below the column in the dining room has apparently been reinforced. Further load calculations are necessary to evaluate whether the repair is sufficient.

- 4. Install solid blocking between joists over the beams and at cantilevers.

Response:

B - Blocking is required over supports and at the cantilevers and needs to be installed.

- 5. Provide additional blocking to properly support masonry (north fireplace).

Response:

B - Blocking needs to be installed directly below the unsupported plywood edges directly below the hearth extension. No visual movement was noted, but blocking is still required.

250-

50-

Mr. James Jennings
Page 3
September 13, 1993

6. Install engineered headers as required to properly support the second floor.

Response:

C - Additional engineering information is required, and verification is needed as to what support structure is actually in place.

Headers or additional support systems are not shown on the plans over the hall at the garage entrance or over the hall from the kitchen leading to the living room area.

The engineer's report indicated an approximate width of 3 1/4 inches of the supporting beam over the breakfast area which may indicate that a laminated veneer product was used.

7. Correct the overspanned joist condition (two locations).

Response:

C - Additional information is needed. The joist strengths are not known at this time but must meet structural requirements of the code.

8. Properly support the closet wall in the master bath.

Response:

C - This wall appears to be a limited load-bearing element, and sufficient support is required below it. No excessive deflection was observed, and the actual support system is unknown.

9. Retexture the ceiling to eliminate the reddish hue.

Response:

A - No code requirements.

10. Properly anchor all newel posts.

Response:

B - The guardrail system at the second floor hall needs to be restrengthened. The actual strength is unknown but appears unstable.

\$276 -

11-9

Mr. James Jennings
Page 4
September 13, 1993

11. Install collar ties as required by City requirements.

Response:

4225 -
B - Rafter ties are required by the CABO Code as low to the plate line as possible where the ceiling joist system does not sufficiently tie the exterior walls together. The minimum requirement is to install 1- by 4-inch ties 4 feet on center from the front to the back wall. These would need to be installed over the master bedroom vaulted ceiling area.

12. Properly support all roof purlins.

Response:

4225 -
NW
Collar
B - Purlins are required to be supported by purlin struts not less than a 45-degree angle to horizontal and shall land on structural elements capable of supporting the imposed loads. There are purlin struts that are excessively flat that do not properly support the purlins, and alterations will be required. Some of the purlins are located on second floor walls that are not directly over supporting walls. There would be a requirement that some structural system would have to have been installed within the floor system to transfer these loads down to the foundation system. Further evaluation of these elements would need to be made, but there was no apparent damage or movement in the structure noted.

13. Properly space all purlin legs.

Response:

C - Additional information is required. The purlins would be required to transfer loads not supported by the rafter system to the struts. If these loads exceeded the strengths of the purlins, additional struts would be required.

14. Add ridge supports as required.

Response:

A - No violations noted.

Mr. James Jennings
Page 5
September 13, 1993

15. Locate roof bracing to structural supports (beams) in the basement.

Response:

C - Additional information would be required to know how the second floor support system is transferring the roof loads to the first floor walls and floor joists. Information is required to see if the joist between the back garage wall and the I beam toward the back of the house are capable of supporting the second floor wall not directly over the I beam in the basement.

16. Properly brace the roof over the master bedroom--high, low, and diagonal.

Response:

4275-
B - Rafter ties are required front to back in this area. Purlin struts are also not allowed to push outward on the side walls. Some resupporting of the purlin system is required to compensate for this problem.

17. Re-pour the front walk.

Response:

A - The CABO Code only refers to exposed porches and steps and not to sidewalks.

18. Replace the front porch.

Response:

C - The concrete on the front porch is required to have a minimum compressive strength of 3,500 psi. If testing would show it does not, the concrete would need to be replaced. The plans are not clear, but it appears that there were to be two wing walls that were to be part of the foundation system. These were not verified at the site. Note that the column will also need to be fastened in place whether the porch is replaced or not. The pipe through the slab is not a code violation.

Mr. James Jennings
Page 5
September 13, 1993

19. After engineering the garage door header, verify and replace as necessary.

Response:

C - A problem was noted on the original rough-in report but was later addressed and removed from the list of deficiencies needing additional action. No visual confirmation was made of a problem, and more information is required.

20. Correct HVAC problems.

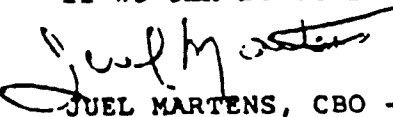
Response:

#125-
B - This particular problem was not addressed at the site. The absence of a sill sealer over the foundation system was discussed. Although there is no requirement that a sill sealer be installed under the sill, there are requirements that this area be properly caulked to prevent air movement into the structure.

Note: It is the intention that any additional information requested in this report is the responsibility of the owner or agent to provide.

A copy of this report will be forwarded to the contractor, and code violations noted will be required to be properly addressed as part of the permit process.

If we can be of further service, please contact us.


JUEL MARTENS, CBO - INSPECTION SUPERVISOR

JM:cv

cc: Mr. Ken Rogler, Rogler Enterprises, Inc.
Mr. Robert A. Pledge, Director of Community Services
Mr. James H. Jorgensen, Assistant Code Administrator/Plan Review

11-12

IN THE DISTRICT COURT OF JOHNSON COUNTY, KANSAS
CIVIL COURT DEPARTMENT

JAMES E. JENNINGS and)	
MARY R. JENNINGS, husband and wife,)	
)	
v. Plaintiffs,)	Case No. _____
)	Court No. _____
KEN A. ROGLER,)	Chapter 60
JACK E. ROGLER, a\k\a John E. Rogler,)	
and ROGLER ENTERPRISES, INC.,)	
)	
Defendants.)	

PETITION PURSUANT TO K.S.A. CHAPTER SIXTY

COME NOW the above-named plaintiffs and for their cause of action against KEN A. ROGLER, JACK E. ROGLER, a\k\a John E. Rogler, and ROGLER ENTERPRISES, INC., defendants, allege and state as follows:

1. The plaintiffs are individuals who purchased and who now live on the real property located at 15118 Beverly, Overland Park, Kansas.
2. The defendant KEN A. ROGLER ("KAR") is an individual who participated in the construction of improvements on and in the selling of the real property and improvements to the plaintiffs located at 15118 Beverly, Overland Park, Kansas. He may be served at 14861 W. 100th St., Lenexa, Kansas 66215.

3. The defendant JACK E. ROGLER, a.k.a. John E. Rogler ("JER"), is an owner and officer of defendant ROGLER ENTERPRISES, INC. He may be served at 14861 W. 100th St., Lenexa, Kansas 66215.

4. The defendant ROGLER ENTERPRISES, INC. ("ROGLER") was the seller of the real property and improvements located at 15118 Beverly, Overland Park, Kansas (the "subject") to the plaintiffs ROGLER may be served at 14861 W. 100th St., Lenexa, Kansas 66215, by serving either KAR or JER.

5. By contract, attached as Exhibit A, the defendants sold the subject property at 15118 Beverly, Overland Park, Kansas to the plaintiffs.

6. The improvements on the subject property consist of a new single-family dwelling.

7. Subsequent to the plaintiffs closing of the contract and taking possession thereof, the plaintiffs have discovered numerous defects in the construction of the subject dwelling.

8. The defendants gave express, and there exist by law implied, warranties the benefit of which the plaintiffs are entitled.

9. The defects in the subject single-family dwelling have been made known to the defendants but they have failed and refused to remedy said defects. Attached is Exhibit B which is a listing of the defects found to exist in the subject single-family dwelling.

10. The defects in the subject single-family dwelling are so material and substantial that the object and purpose of the

contract, Exhibit A, has been totally frustrated.

11. Repair of the defects will be an inadequate remedy because the plaintiffs would still have a repaired, defective home.

12. The defendants have breached the subject contract, the implied warranties, and the express warranties appertaining to the subject real estate.

13. ROGLER is the alter-ego of JER and KAR such that JER and KAR is liable for all damages and relief to the same extent as ROGLER.

WHEREFORE the plaintiff pray for rescission of the subject contract, for return of all monies paid them in closing said contract, for the value of all improvements made by them to the subject property, and all costs incidental to and directly caused by the defendants, in the alternative, for judgment against all defendants for all damages related to the breaches of warranties and contract in an amount in excess of \$50,000.00, for their costs herein, and for such other and further relief as is just in the premises.



HACKLER, HINKLE, CORDER,
MARTIN & HACKLER, CHTD.

MARK A. CORDER, #09575
201 N. Cherry, P.O. Box 1
Olathe, Kansas 66051
Phone: (913) 764-8000
Fax: (913) 764-3609

VERIFICATION

STATE OF KANSAS)
) ss:
COUNTY OF JOHNSON)

WE, JAMES E. and MARY R. JENNINGS, being of lawful age and upon our oaths state that the facts set forth in the foregoing Petition pursuant to K.S.A. Chapter Sixty are true and correct.

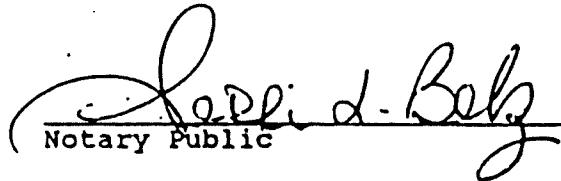


JAMES E. JENNINGS



MARY R. JENNINGS

Subscribed and sworn to before me this 27th day of September, 1993.



Notary Public

My Appointment Expires:
July 15, 1995



IN THE MUNICIPAL COURT OF THE CITY OF OVERLAND PARK, KANSAS
8500 ANTIOCH, OVERLAND PARK, KANSAS 66212
address and location of Court

No. 95-CD-0060
Dkt. _____, Pg. _____

THE CITY OF OVERLAND PARK

vs.
Bruce L. Rieke dba B.L. Rieke & Associates, Inc., Accused Person
P.O. Box 14693, Lenexa, Kansas 66215 Inc. Address

STATE OF KANSAS, CITY OF
OVERLAND PARK
AND COUNTY OF
JOHNSON

COMPLAINT

Kenneth G. Williams
of lawful age, being first duly sworn on oath, for complaint against the above shown accused person alleges and states:

That on or about the 24th day of July, 1995, the s
Bruce L. Rieke, within the corporate limits of the above named City and State did t
and there in violation of the ordinances of said City unlawfully.

Cause to be occupied a new structure, a single-family dwelling, located at 11905 Gillet
Overland Park, Kansas, legally described as Foxfield Estates, First Plat, Lot 2, withou
a valid Certificate of Occupancy or valid Temporary Certificate of Occupancy, in violat
of Sections 116.1 and 118.1 of the 1993 Edition of the BOCA National Building Code,
incorporated by reference at OPMC 16.04.300; penalties provided at OPMC 16.04.405 and
OPMC 1.12.010.

Counts _____ through _____

Ordinance violated: As above.

Notice issued for the accused person's appearance on the
10th day of August, 1995, at 9:00 A.M.,

OR
Warrant issued-appearance bond
requirement per warrant is \$ _____

Sworn to positively before me this 26
day of July, 1995.

Michelle Becker
Judge—Notary Public

My Commission expires: 7-31-96

Kenneth Williams
Complainant

MICHELLE BECKER
NOTARY PUBLIC
STATE OF KANSAS
My App't. Exp. 7-31-96

FILED
JUL 26 1995
CLERK OF THE MUNICIPAL COURT
Overland Park, Kansas

No. 2BET2-150L-1
UPC 34110
RECYCLED PAPER

HACKLER, HINKLE, CORDER, MARTIN & HACKLER

OLATHE, KANSAS 66051 0001

MARK A. CORDER
BARRY G. MARTIN
AND OTHERS

September 18, 1993

Swift
-filed
case re-
attached
Nov
18

Mr. Thomas S. Busch
HOLBROOK, HEAVEN & FAY, P.A.
6700 Antioch, Ste. 420
P.O. Box 3867
Merriam, KS 66203-0867

RE: JENNINGS v. ROGLER: 15119 BEVERLY

Dear Tom:

Enclosed is the Petition I expect to be filing in the referenced matter in the near future. My clients have made an effort to resolve these issues with your clients but they refuse to respond. I thought we should try to give it one last try through your office.

I understand that the City of Overland Park has looked at this house and have found several ~~contributions~~ I assume their officials will be in touch with you.

My client's preference is to have the property repurchased from them as soon as possible. They have suggested that \$187,500.00 would be sufficient to cover the purchase price and all costs related to their acquisition of the property.

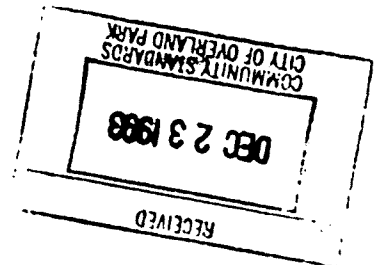
My target date for filing is October 5, 1993 so your prompt attention would be appreciated.

Genuinely yours,

[Handwritten Signature]
Mark A. Corder

MAC:tb

cc: client



11-18

August 6, 1993

Johnson County District Attorney
Paul Morrison
P.O. Box # 728
Olathe, Ks. 66501

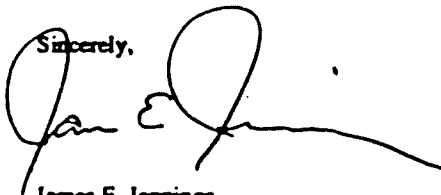
REC'D JAMES E. JENNINGS
DIST. ATTORNEY
93 AUG 16 AM 10:04

Dear Mr. Morrison,

This letter is to notify you of a serious problem that was recently brought to my attention during a structural evaluation of my new house by GJS Consultants at my request. During this evaluation the structural engineer, Ken Siderowicz, informed me that various aspects of my home were structurally incompetent and in violation of the City of Overland Park Kansas residential building codes. Furthermore, the city of Overland Park codes inspectors passed the house although it was in violation of city codes. An official report regarding the details of the structural defects will be made available sometime within the next week. The house was constructed by Ken A. Rogler, president of Rogler Enterprises, Inc., a prominent and substantial builder of homes in this area between October of 1992 and January of 1993. I would also like to note that this same builder had suit filed against him in 1992 by a homeowner who experienced similar structural deficiencies as a result of his building practice. My concern in this matter lies not only within my personal interests but also a concern for other homeowners who may have unknowingly purchased a structurally unsound home from Mr. Rogler.

I would like at this time to request your attention and assistance regarding this matter. I have included the address of Mr. Rogler's company as well as the name and address of my attorney representing us in this case. Thank you for your time and attention in this matter. Please feel free to contact me should you have further inquiries or require further information.

Sincerely,



James E. Jennings
15118 Beverly
Overland Park, Ks. 66223
(913) 897-7406

11-19

City Hall • 8500 Santa Fe Drive
Overland Park, Kansas 66212
913/381-5252 • FAX 913/381-5756

December 15, 1995

James Jennings
15118 Beverly
Overland Park, KS 66223

Dear Permit Holder/Owner:

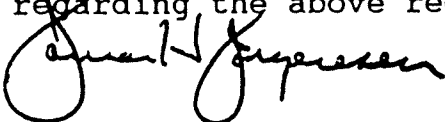
Our records indicate that no satisfactory inspection activity has been scheduled for the last 150 days on Permit #952285 issued 07/18/95 for a residential remodel at 15118 Beverly. Building permits automatically become invalid and are suspended if there is no inspection activity for a period of six months.

Allowing a permit to become suspended is a violation of BOCA Building Code Section 112.2. Thirty days after the building permit is suspended, the structure is classified as an unsafe structure and is a violation of Overland Park Municipal Code 7.04.180. Enforcement against both violations may include the issuance of Notices to Appear in Municipal Court.

To avoid the City taking action, it will be necessary that you do one of the following:

1. Complete the work within the time periods established above, call for the necessary inspections, and obtain a Certificate of Occupancy; or
2. Request an extension of time in writing prior to the suspension of the permit. The Code Administrator may grant an extension of time, provided the site conditions and nature of the work do not adversely affect the surrounding neighborhood.

Please contact me if you have any questions or need clarification regarding the above requirements.



Jim Jorgensen Asst. Code Administrator/Plan Review

cc: Owner
Address File



APPLICATION FOR PERMIT
CITY OF OVERLAND PARK, KANSAS
COMMUNITY SERVICES DEPARTMENT

Permit No: 95 2285
 Filing Date: 07-18-95
 Zoning Classification: R-1

The undersigned is the owner X duly authorized agent ___ of the following described property at:

Address: 15118 BEVERLY Floor: _____ Tenant: _____
 Complex: _____

Legal - R.E. Code: P27700008 0013 Subdivision: GREEN MEADOWS

and hereby applies for a permit for the following work: RESIDENTIAL REMODEL

Total Units:	Story:	Rooms:	Basement:	Baths:	Half-Baths:		
Bedrooms:	Garages:	Sq. Ft./Floor:	Bsmt.	1.	2.	3.	4.
Garage Square Feet:	Total New Square Feet:		Remodel Square Feet:				
Minimum Dwelling:	Occupancy Use:	R4	Elev.-Low Fnd. Opening:				
Corner Lot:	Front Setback:	Sidelines-Left:		Right:			

Special Strt. Requirements:
 Sidewalks: R/W: _____ Off-street Parking Spaces Provided: _____
 Sidewalks: R/W: _____ Plans Location: _____
 Sidewalks: R/W: _____

Sewer Permit No: 00000 Construction Type: 5B Fee: _____
 Construction Cost: \$3,100
 Property Owner: JAMES E. JENNINGS
 Contractor Name: JAMES E. JENNINGS
 Applicant Name: JAMES E. JENNINGS

Phone 381-5252 for the Following Inspections:
 (REQUIRED FOR NEW CONSTRUCTION)

1. Footing
2. Rough-In Inspections
3. Utility Service Connection

Signature By: _____

Address: 15118 BEVERLY

(REQUIRED FOR ALL PERMITS)
 FINAL INSPECTION APPROVAL - required before
 Certificate of Occupancy Issued
 City: OVERLAND PARK State: KS Zip: 65223
 Phone Number: 913-897-7406

BUILDING PERMIT

This permit issued solely for the purpose set forth in the above application approved on 072495 and is conditioned upon strict compliance with all the provisions of the Zoning Regulations and the Building Code now in force and effect. This Building Permit is subject to revocation upon any violation of the Zoning Regulations or Building Code. Permit issued conditioned upon compliance with the Johnson County Sewer Installation Procedure.

This permit is subject to the following restrictions:

THIS IS FOR AN INTERIOR STAIR CASE
 REPLACEMENT AND FOR REINFORCING THE REAR
 EGRESS TILL THE DECK IS BUILT.

PERMIT APPROVED:

11-21

 CODE OFFICIAL

IN THE MUNICIPAL COURT OF THE CITY OF OVERLAND PARK, KANSAS

8500 ANTIOCH, OVERLAND PARK, KANSAS 66212

address and location of Court

THE CITY OF OVERLAND PARK

No. 95-CS-0035

Dkt. _____, Pg. _____

vs.

Charles A. Koehler III, Accused Person
P.O. Box 7323, Shawnee Mission, Kansas 66207 Address

STATE OF KANSAS, CITY OF

OVERLAND PARK

AND COUNTY OF

JOHNSON

COMPLAINT

Kenneth G. Williams

of lawful age, being first duly sworn on oath. for complaint against the above shown accused person alleges and states:

That on or about the 12th day of April, 19 95, the said Charles A. Koehler III, within the corporate limits of the above named City and State did then and there in violation of the ordinances of said City unlawfully,

Cause to be occupied a new structure, a single-family dwelling, located at 12600 West 130 Street, Overland Park, Kansas, legally described as Nottingham by the Green, Block 7, Lot 18, without a valid Certificate of Occupancy or valid Temporary Certificate of Occupancy, in violation of Sections 116.1 and 118.1 of the 1993 Edition of the BOCA National Building Code, incorporated by reference at OPMC 16.04.300; penalties provided at OPMC 16.04.405 and OPMC 1.12.010.

Counts _____ through _____ attached

Ordinance violated: As above.

Notice issued for the accused person's appearance on the 18th day of May, 19 95, at 9:00 A.M.,

OR

Warrant issued-appearance bond requirement per warrant is \$ _____

Sworn to positively before me this 1 day of May, 19 95.

Francis Ross
Judge-Notary Public

Kenneth G. Williams
Complainant

FILED
MAY 01 1995
CLERK OF THE MUNICIPAL COURT
Overland Park, Kansas

My Commission expires: _____

11-22

IN THE MUNICIPAL COURT OF OVERLAND PARK
DOCKET SHEET

ROGLER ENTERPRISES, INC.

94CD0033

Defendant's Address

1. _____

 2. _____

Case Nos. _____

ATTORNEY

NTA _____ Bond Am't _____ Cash _____ Surety _____ P.R. _____

DATE	COURT NOTES	INITIALS
4-7-94	Drunken Roger. City M CD. Dupeads guilty to each offense. Terms as follows: 0033 - \$500 + 10, Susp'd 450 on cond no answer will 0034 - \$500 + 10, Susp'd \$450 0035 - \$500 + 10, Susp'd \$450	
	to (comp) \$1800 trust	KAB
	#0034 - Dismissed due to lack of info #0035 - Dismissed due to lack of info	KAB
2-14-95	I appear in court; answer did of 500-00; Signed 400-00 of this; in only 1 year, only no further violation by defendant; if take case out of city & CD by May 15.	
2/20/95	Order Name Pro Tunc above order of 2/14/95 deleted from 94-CD-0033 and be entered in 94-CW-0169	KAB

IN THE MUNICIPAL COURT OF THE CITY OF OVERLAND PARK, KANS.
8500 ANTIQCH, OVERLAND PARK, KANSAS 66212

address and location of Court

THE CITY OF OVERLAND PARK

No. 94-CD-0034
Dkt. _____ Pg. _____

vs.

Ken A. Rogler aka Rogler Enterprises, Inc., AN PERSON
P.O. Box 7187, Overland Park, Kansas 66207

STATE OF KANSAS, CITY OF
OVERLAND PARK
AND COUNTY OF
JOHNSON

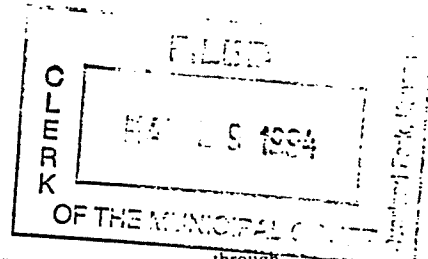
COMPLAINT

Kenneth G. Williams

of lawful age, being first duly sworn on oath, for complaint against the above shown accused person alleges and states:

That on or about the 15th day of March, 19 94, the said Ken A. Rogler, within the corporate limits of the above named City and State did then and there in violation of the ordinances of said City unlawfully,

Cause to be occupied a new structure, a single-family dwelling, located at 13182 England, Overland Park, Kansas, legally described as Bridgestone of Windham Park, Lot 188, without a valid Certificate of Occupancy or valid Temporary Certificate of Occupancy, in violation of Sections 117.1 and 119.1 of the 1990 Edition of the BOCA National Building Code, incorporated by reference at OPMC 16.04.010 and OPMC 16.04.112, penalties provided at OPMC 16.04.105 and OPMC 1.12.010.



Counts _____ through _____ attached

Ordinance violated: As above.

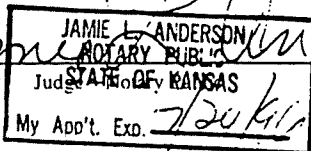
Notice issued for the accused person's appearance on the 7th day of April, 19 94 at 10:00 A.M..

OR

Warrant issued-appearance bond requirement per warrant is \$ _____

Sworn to positively before me this 29 day of Mar, 19 94

Kenneth G. Williams
Complainant



My Commission expires: _____

THE MUNICIPAL COURT OF THE CITY OF OVERLAND PARK, K SAS
5500 ANTIPOCH, OVERLAND PARK, KANSAS 66212

PHASE 1 LOT 6

THE CITY OF OVERLAND PARK

93-CD-0037

EX: _____ Pg: _____

Charles Smith, CRRK, Inc.

P.O. Box 23218, Shawnee Mission, KS 66223

STATE OF KANSAS, CITY OF

OVERLAND PARK
AND COUNTY OF
JOHNSON

COMPLAINT

Kenneth G. Williams

of lawful age, being first duly sworn on oath, for complaint against the above shown accused person alleges and states:

That on or about the 10th day of August, 1993, the said Charles Smith, within the corporate limits of the above named City and State did then and there in violation of the ordinances of said City ~~willfully~~ unlawfully, ~~and contrary to law~~

Cause to be occupied a new structure, a single-family dwelling, located at 5600 West 158 Terrace, Overland Park, Kansas, legally described as Sylvan Lake, Phase 6, Lot 5, Block 2, without a valid Certificate of Occupancy or valid Temporary Certificate of Occupancy, in violation of Sections 117.1 and 119.1 of the 1990 Edition of the BOCA National Building Code, incorporated by reference at OPMC 16.04.010 and OPMC 16.04.112, penalties provided at OPMC 16.04.105 and OPMC 1.12.010.

Counts _____ through _____ attached

Ordinance violated: As above.

Notice issued for the accused person's appearance on the 30th day of August, 1993, at 8:00 A.M.

OR
Warrant issued-appearance bond requirement per warrant is \$ _____

Sworn to positively before me this _____ day of _____, 19____.

Notary Public

Kenneth G. Williams
Complainant

9-13-93
at OTC
G

My Commission expires _____

8500 ANTIOCH, OVERLAND PARK, KANSAS 66212

, KANSAS

address and location of Court

THE CITY OF OVERLAND PARK

No. 95-CD-0061

vs.

Dkt. _____, Pg. _____

Tim J. Hoelting dba Hoelting Brothers Builders, Accused Person
5502 Oakview. Shawnee, Kansas 66216 Inc. Address

STATE OF KANSAS, CITY OF
OVERLAND PARK
AND COUNTY OF
JOHNSON

COMPLAINT

Kenneth G. Williams

of lawful age, being first duly sworn on oath, for complaint against the above shown accused person alleges and states:

That on or about the 24th day of July, 19 95, the said Tim J. Hoelting, within the corporate limits of the above named City and State did then and there in violation of the ordinances of said City unlawfully,

Cause to be occupied a new structure, a single-family dwelling, located at 11917 Gillette, Overland Park, Kansas, legally described as Foxfield Estates, First Plat, Lot 5, without a valid Certificate of Occupancy or valid Temporary Certificate of Occupancy, in violation of Sections 116.1 and 118.1 of the 1993 Edition of the BOCA National Building Code, incorporated by reference at OPMC 16.04.300; penalties provided at OPMC 16.04.405 and OPMC 1.12.010.

Counts _____ through _____ attached

Ordinance violated: As above.

Notice issued for the accused person's appearance on the 10th day of August, 19 95, at 9:00 A.M.,

OR

Warrant issued-appearance bond requirement per warrant is \$ _____

Kenneth G. Williams
Complainant

Sworn to positively before me this 26 day of July, 19 95.

Michelle Beckar
Judge - Notary Public

MICHELLE BECKAR
NOTARY PUBLIC
STATE OF KANSAS
My App'l. Exp. 7-31-96

My Commission expires: 7-31-96

FILED
JUL 26 1995
CLERK OF THE MUNICIPAL COURT
Overland Park, Kansas

COURT ORIGINAL

11-27

PHASE 7 LOT 6

address and location of court

THE CITY OF OVERLAND PARK

No. 93-CD-0037
Dkt. _____ Pg. _____

vs.
Charles Smith, CRRK, Inc.
P.O. Box 23218, Shawnee Mission, KS 66223

Accused Person
Address

STATE OF KANSAS, CITY OF
OVERLAND PARK
AND COUNTY OF
JOHNSON

NOTICE TO APPEAR
containing copy of complaint

TO THE ABOVE
NAMED
ACCUSED PERSON

WHEREAS, complaint in writing under oath is made by
Kenneth G. Williams
a copy of the charge being as follows:

The on or about the 10th day of August, 1993, the said
Charles Smith, within the corporate limits of the above named City and State did then
and there in violation of the ordinances of said City ~~willfully~~ unlawfully, ~~and intentionally~~

Cause to be occupied a new structure, a single-family dwelling, located at 5600 West 158
Terrace, Overland Park, Kansas, legally described as Sylvan Lake, Phase 6, Lot 5, Block 2,
without a valid Certificate of Occupancy or valid Temporary Certificate of Occupancy, in
violation of Sections 117.1 and 119.1 of the 1990 Edition of the BOCA National Building
Code, incorporated by reference at OPMC 16.04.010 and OPMC 16.04.112, penalties provided
at OPMC 16.04.105 and OPMC 1.12.010.

Ordinance violated: As above.

YOU ARE HEREBY SUMMONED to appear in person on the
30th day of August, 19 93, at 8:00 A.M.,
in this Court to answer to said complaint. IF YOU FAIL TO
APPEAR A WARRANT WILL BE ISSUED FOR YOUR AR-
REST.

Dated, signed, and issued this 13
day of Aug, 19 93.

Kenneth G. Williams
Judge
Law Enforcement Officer

I agree to appear in said Court at the above shown time and place

Accused person

PROCESS SERVER FOR SERVICE AND DELIVERY

Counts _____ through _____ attached

RETURN

Rec'd this Notice Aug 12, 19 93
Aug 13, 19 93

Received the same on the within named
Charles Smith
(Check applicable service)

by delivering a copy to him personally.
 by leaving a copy with _____

_____, a person of suitable age and dis-
cretion then residing at accused person's dwelling
house or usual place of abode.

By mailing a copy to his last known address as
follows:
PO Box 23218 Shawnee Mission, KS 66222

(Signature and state ab. when notice returned)

X Kenneth G. Williams
City Clerk

IN THE MUNICIPAL COURT OF THE CITY OF
8500 ANTIOCH, OVERLAND PARK, KANSAS
address and location of Court:

THE CITY OF OVERLAND PARK

No. 94-CG-0148
Date _____ Pg. _____

vs.
Bruce L. Rieke, President, aka B.L. Rieke & Associates, Inc. Accused Person
P.O. Box 14693, Lenexa, Kansas 66215 Address

STATE OF KANSAS, CITY OF
STATE OF KANSAS, CITY OF
OVERLAND PARK
OVERLAND PARK,
AND COUNTY OF
JOHNSON

COMPLAINT

Kenneth G. Williams
of lawful age, being first duly sworn on oath, for complaint against the above shown accused person alleges and states:

That on or about the 19th day of October, 19 94, the said Bruce L. Rieke, within the corporate limits of the above named City and State did then and there in violation of the ordinances of said City unlawfully,

Cause to be occupied a new structure, a single-family dwelling, located at 13913 Birch, Overland Park, Kansas, legally described as Timber's Edge, Lot 41, without a valid Certificate of Occupancy or valid Temporary Certificate of Occupancy, in violation of Sections 116.1 and 118.1 of the 1993 Edition of the BOCA National Building Code, incorporated by reference at OPMC 16.04.300; penalties provided at OPMC 16.04.405 and OPMC 1.12.010.

FILED
NOV 9 1994
CLERK OF THE MUNICIPAL COURT
Overland Park, Kansas

Counts _____ through _____ attached

Ordinance violated: As above.

Notice issued for the accused person's appearance on the 1st day of December, 19 94, at 9:00 A.M.,
OR

Warrant issued-appearance bond requirement per warrant is \$ _____

Sworn to positively before me this 9th day of NOV, 19 94.

Judy Burgess
Judge-Notary Public

Kenneth G. Williams
Complainant

FILED
NOV 09 1994
CLERK OF THE MUNICIPAL COURT
Overland Park, Kansas

My Commission expires: _____

THE CITY OF OVERLAND PARK

vs.
Ronald C. Clevenger

6601 Rainbow

COMPLAINT
Continuing copy of

A complaint in writing under oath is made by

Kenneth G. Williams

of lawful age, being first duly sworn on oath, for complaint against the above shown accused person alleges and states:

That on or about the 17th day of July, 19 95, the said Ronald C. Clevenger, within the corporate limits of the above named City and State did then and there in violation of the ordinances of said City unlawfully,

Cause to be occupied a new structure, a single-family dwelling, located at 12038 Juniper, Overland Park, Kansas, legally described as Hawthorne Terrace, Lot 13, without a valid Certificate of Occupancy or valid Temporary Certificate of Occupancy, in violation of Sections 116.1 and 118.1 of the 1993 Edition of the BOCA National Building Code, incorporated by reference at OPMC 16.04.300; penalties provided at OPMC 16.04.405 and OPMC 1.12.010.

Counts _____ through _____ attached

Ordinance violated: As above.

Notice issued for the accused person's appearance on the 3rd day of August, 19 95, at 9:00 A.M.,
OR

Warrant issued-appearance bond requirement per warrant is \$ _____

Sworn to positively before me this 21st day of July, 19 95.

Robin Hibdon
Judge-Notary Public Clerk

Kenneth G. Williams
Complainant

FILED
JUL 24 1995
CLERK
OF THE MUNICIPAL COURT

My Commission expires: _____

STATE OF KANSAS
KANSAS, 66212
City and Location of Court

No. 95-CW-0041
Dkt. _____, Pg. _____

Barney Ashner dba Barney Ashner Homes, Inc. Accused Person
13830 Santa Fe Trail Drive, Lenexa, Kansas Address
66215

STATE OF KANSAS, CITY OF
OVERLAND PARK
AND COUNTY OF
JOHNSON

COMPLAINT

Kenneth G. Williams
of lawful age, being first duly sworn on oath, for complaint against the above shown accused person alleges and states:

That on or about the 5th day of June, 19 95, the said Barney Ashner, within the corporate limits of the above named City and State did then and there in violation of the ordinances of said City unlawfully,

Cause to be occupied a new structure, a single-family dwelling, located at 10008 West 126 Street, Overland Park, Kansas, legally described as Somerset Pointe, Block 2, Lot 7, without a valid Certificate of Occupancy or valid Temporary Certificate of Occupancy, in violation of Sections 116.1 and 118.1 of the 1993 Edition of the BOCA National Building Code, incorporated by reference at OPMC 16.04.300; penalties provided at OPMC 16.04.405 and OPMC 1.12.010.

Counts _____ through _____ attached

Ordinance violated: As above.

Notice issued for the accused person's appearance on the 13th day of July, 19 95, at 9:00 A.M.,

Kenneth G. Williams
Complainant

OR
Warrant issued-appearance bond requirement per warrant is \$ _____

Sworn to positively before me this 29th day of June, 19 95.

Robin Hibdon
Judge - Notary Public

FILED
JUL 3 1995
CLERK
OF THE MUNICIPAL COURT
Overland Park, Kansas

My Commission expires: _____

THE CITY OF OVERLAND PARK

vs.

Mr. Richard D. Mather

5317 East 103 Street, Kansas City, Missouri, Accused Person
64137 Address

STATE OF KANSAS, CITY OF

COMPLAINT

FILED
FEB 23 1995
CLERK OF THE MUNICIPAL COURT
Overland Park, Kansas

OVERLAND PARK
AND COUNTY OF
JOHNSON

Kenneth G. Williams

of lawful age, being first duly sworn on oath, for complaint against the above shown accused person alleges and states:

That on or about the 13th day of February, 19 95, the said Richard D. Mather, within the corporate limits of the above named City and State did then and there in violation of the ordinances of said City unlawfully,

Cause to be occupied a new structure, a single-family dwelling, located at 6603 West 158 Street, Overland Park, Kansas, legally described as Willow Bend at the Village, Lot 182, without a valid Certificate of Occupancy or valid Temporary Certificate of Occupancy, in violation of Sections 116.1 and 118.1 of the 1993 Edition of the BOCA National Building Code, incorporated by reference at OPMC 16.04.300; penalties provided at OPMC 16.04.405 and OPMC 1.12.010.

Ordinance violated: As above.

Notice issued for the accused person's appearance on the 9th day of March, 19 95, at 9:00 A.M.,
OR

Warrant issued-appearance bond requirement per warrant is \$ _____

Sworn to positively before me this 23 day of February, 1995.

Grette Ross
Judge - Notary Public

My Commission expires: _____

Counts _____ through _____ attached

Kenneth G. Williams
Complainant



IN THE MUNICIPAL COURT OF THE CITY OF OVERLAND PARK, KANSAS

8500 ANTIOCH, OVERLAND PARK, KANSAS 66212

address and location of Court

THE CITY OF OVERLAND PARK

No. 94-CD-0095
Dkt. _____, Pg. _____

vs.

Richard D. Mather aka BMW Communities, Inc., Accused Person
5317 East 103 Street, Kansas City, Missouri Address
64137

STATE OF KANSAS, CITY OF
OVERLAND PARK
AND COUNTY OF
JOHNSON

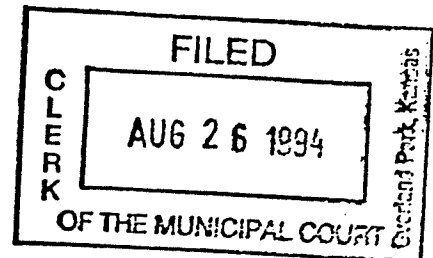
COMPLAINT

Kenneth G. Williams

of lawful age, being first duly sworn on oath. for complaint against the above shown accused person alleges and states:

That on or about the 19th day of August, 1994, the said Richard D. Mather, within the corporate limits of the above named City and State did then and there in violation of the ordinances of said City unlawfully,

Cause to be occupied a new structure, a single-family dwelling, located at 15728 Barkley, Overland Park, Kansas, legally described as Willow Bend at the Village, Lot 189, without a valid Certificate of Occupancy or valid Temporary Certificate of Occupancy, in violation of Sections 116.1 and 118.1 of the 1993 Edition of the BOCA National Building Code, incorporated by reference at OPMC 16.04.300; penalties provided at OPMC 16.04.405 and OPMC 1.12.010.



Counts _____ through _____ attached

Ordinance violated: As above.

Notice issued for the accused person's appearance on the 8th day of September, 1994, at 9:00 A.M.,

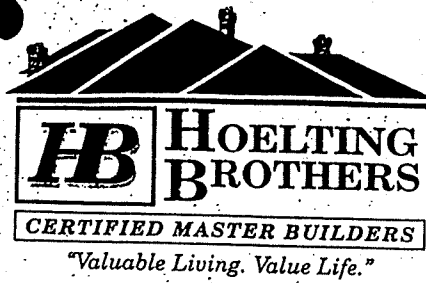
Kenneth G. Williams
Complainant

OR
Warrant issued-appearance bond requirement per warrant is \$ _____

Sworn to positively before me this 26th day of August, 1994.

Aprilys Mitchell
Judge-Notary Public

My Commission expires: _____

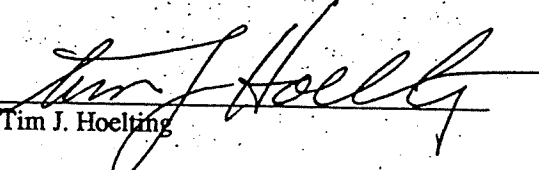



August 3, 1995

Clerk of the Court
City of Overland Park

RE: 11917 Gillette Building Permit # 944677

I, the undersigned, hereby authorize Mark Yarkosky to represent me regarding any action taken on the above referenced permit.


Tim J. Hoelting



TANYA A. SIMMS
Notary Public - State of Kansas
My Appt. Expires 7-7-96

Johnson
Kansas

8-10-95
SAVE
w/ file
KAB

