#### Addendum "A" Woodridge Estates

Seller: <u>Woodridge Estates, LLC</u> Buyer: Property: Offer to Purchase dated:

The following terms, conditions, covenants and agreements supplement those set forth in the above referenced Offer to Purchase, and are an integral part thereof. To the extent the terms, conditions, covenants and agreements set forth in this Addendum A conflict with those set forth in the Offer to Purchase, Addendum A shall control.

I. <u>Subdivision Protective Covenants</u>. Buyer acknowledges that prior to the execution of this Offer, Buyer has received and reviewed the Protective Covenants for the Subdivision (the "Covenants") and Buyer approves and accepts the terms and conditions contained therein. Buyer understands that ownership and use of property purchased in the Subdivision will be subject to the provisions, restrictions and conditions contained in the Covenants. Buyer understands that the Covenants may be subject to further amendment before or after closing, in accordance with the amendment provisions set forth in the Covenants.

II. <u>Association Fees</u>. Buyer is aware that 2019 fees have been established for the Subdivision according to the Restrictions and that Buyer will be responsible for the annual association fee of \$500 (which will be prorated for the year of closing). Buyer is also aware that they will deposit \$500 with the Association at the closing in addition to the Lot purchase price as an Initial Fee.

III. <u>Additional Fees</u>. Buyer acknowledges and agrees that Buyer is responsible for payment of any and all impact fees, sewer connection fees, water connection fees, interceptor fees, and any other fees, charges, expenses or assessments imposed, levied or assessed against the Property and pertain to charges associated with the construction of a single family home on the Property, and that Buyer has independently investigated the amount of said fees, charges, expenses and assessments with the Municipality and the applicable utilities. Any and all such costs are subject to change at any time and are not included in the purchase price for the Property under this Offer. Buyer is aware that the Lake Pewaukee Sanitary District (LPSD) fees have been paid by Seller prior to lot development and will be reimbursed to Seller at time of Architectural approval.

IV. <u>Mailbox and Lamppost</u>. A fee of \$600 will be collected by the Declarant at each Lot closing for installation of mailbox. This fee will be in addition to the initial deposit to the Association. The Declarant will cause the initial installation of the mailbox, as selected by the Declarant, in locations as determined by the U.S. Postal Service. Buyer accepts this mailbox location and/or placement. Maintenance and repair of the mailbox is the responsibility of the lot owner. Each Owner is required to purchase, install and energize a front yard lamppost (Troy Lighting Three Light Post Lantern **Item #954199** with Hinkley Post Item **#6611BK** (direct burial post) with Hinkley Wrap Item **#6680BK**. These can be purchased at BBC Lighting. Please allow 4-6 weeks for delivery). The lamppost shall be purchased and installed by Owner, or Owner's contractor, and shall be operational before occupancy. The lamppost must be located in the front yard on the front door side of the driveway and fitted to use a lamp type as specified by the manufacturer or as designated by the ACC. Each lamppost shall be fitted with a photocell that automatically energizes the lamps at dusk and de-energized the lamps at dawn. Owner shall maintain the lamppost in operational condition and shall not tamper with such lantern controls.

V. <u>Real Estate Taxes and Assessments</u>. Buyer is aware that all property is subject to the possibility of reassessment which may result in increased real estate taxes.

VI. <u>Buyer's Inspection.</u> During the pendency of this Offer, Seller agrees that Buyer or Buyer's agents shall be given access to the Property for the purpose of soil analysis, land survey, and engineering. The time, location and means of access to the Property shall be subject to Seller's reasonable approval. Any disturbances to the surface shall be restored to substantially its previous condition at the sole cost of Buyer.

Buyer further indemnifies and holds Seller harmless from and against all claims arising from Buyer's activities on the Property prior to the date of closing. In the event of any such testing, Buyer shall restore the ground surface and the compaction, with verification of compaction by engineer's report, to the condition immediately prior to such test. In the event the results of any such testing disclose adverse subsoil conditions which would prohibit the construction of a house with a normal twelve course basement, without extraordinary expense, Buyer shall have the right, at Buyer's sole option, to declare this Offer to Purchase null and void, and in such event, all earnest money shall be returned to Buyer. Buyer's right to conduct soil tests, and Buyer's right to terminate this Offer pursuant to this provision, shall be deemed waived unless written notice of termination, together with copies of any such soil tests, are delivered to Seller prior to closing of this transaction. Buyer is aware that Woodridge Estates has municipal sewer service and each home will need a private well.

VII. Buyer Reliance and Release. Buyer acknowledges that in purchasing the subject property, Buyer has relied and will rely solely upon Buyer's own independent inspection and analysis of the property and conditions affecting the property and this transaction. Buyer releases Seller and Broker from any and all liability in any way relating to any defects, matters and/or conditions affecting the property or this transaction of which any Buyer had actual knowledge prior to acceptance of this agreement, which are disclosed in this agreement and/or which are discovered by or disclosed to any Buyer (by Seller, by Broker or by any third party) prior to the expiration of any applicable inspection or other contingency. Except as set forth elsewhere in this contract, Buyer further acknowledges that Buyer has not requested Seller or Broker to verify of determine any matters which are material to Buyer's decision to purchase, and that there are not other items or conditions that are material to Buyer's decision to purchase this property.

VIII. Building and Site Development Requirements. Buyer acknowledges receipt of the Building and Site Development Requirements per the Covenants and agrees to be bound thereby and understands that all building plans, stake out surveys and yard grades, etc. must be approved by the Architectural Control Committee and the Municipality for the Subdivision prior to construction. A Master Grading Plan establishes that all home builders are required to final grade their lot in accordance to that master plan. Furthermore all homeowners understand that this grade must be maintained in perpetuity.

IX. Conflict with Approved Forms. It is intended that this document be used with an approved form as set forth in RL 16.03. In the event that any provision of this Addendum conflicts with the provisions of the approved form, the provisions of this Addendum shall control.

X. Seller's Real Estate Condition Report. This property is vacant land; there is no Real Estate Condition Report and Buyer waives their right to receive one.

XI. Broker and Affiliated Entity Disclosure. Seller's affiliate, Neumann Developments, Inc., is a licensed real estate brokerage entity in the State of Wisconsin, and members of Neumann Developments, Inc. are licensed real estate agents and brokers. Neumann Developments, Inc. further discloses that it has an affiliation with Tim O'Brien Homes Inc. and SunVest Solar, Inc.

XII. GAP. GAP Insurance is not included. If Buyer chooses to have GAP coverage, Buyer will request the coverage and will pay the fee.

Seller: Woodridge Estates, LLC

Date: Bv: Wendy Griffin, Neumann Developments, Inc., Sole Member

Buyer

Date: \_\_\_\_\_

Date:

Buyer



## Checklist | Woodridge Estates

Submit to N27 W24075 Paul Court, Suite 200 Pewaukee, WI 53072 For more information contact: melissa@neumanncompanies.com or wendy@neumanncompanies.com

- □ Lots 1-36 -- \$3,530 check for reimbursement of prepaid sewer fee attached to checklist for payment made payable to "Neumann Developments, Inc." (note plans will not be approved until fee is received)
- □ Lots 37-80 -- \$3,640 check for reimbursement of prepaid sewer fee attached to checklist for payment made payable to "Neumann Developments, Inc." (note plans will not be approved until fee is received)
- □ Items Needed for approval delivered to Neumann Companies office:
  - > 11 x 17 plans (either emailed or dropped off)
  - 1 Survey
  - Color Sheets showing pictures and names of siding/stone/trim choices (at time of color selections, please access the following link to look over other lot colors previously approved within the same vicinity: <u>https://docs.google.com/a/sunvest.com/spreadsheets/d/1-09GjqeL5mB0LH7k2em-I2O6h-ApLkatMqmlp7ue39w/edit#gid=0</u>
- $\hfill\square$  Colors submitted list colors here for:
  - Siding \_\_\_\_\_
  - Stone \_\_\_\_\_\_
  - > Trim \_\_\_\_
- Dwelling size Lots 1-16 & 29-80
  - 2,200 sq ft for one-story
  - O 2,500 sq ft for more than one story (one and a half story; two-story; split level; bi-level)
- □ Dwelling size Lots 17-28 on Woodridge Court
  - 2,600 sq ft for one-story
  - O 3,000 sq ft for more than one story (one and a half story; two-story; split level; bi-level)
- □ Lots are required to have 75% open space
- □ Materials
  - O Natural materials which shall include cement board siding
  - O Fascia and soffit may be aluminum
  - Min. of 100 sq ft of stone on front elevation must terminate at inside corners or wrap 2' around sides
  - Lots 17-28 on Woodridge Court must have a substantial stone element consistent on all 4 sides
  - Corners shall have 6" trim board
  - O Windows shall have a minimum 4" window wrap and grills on all elevations
  - Any exposed basements shall be covered with suitable material consistent with overall architecture of residence
- □ Roofing materials
  - O 240 lb dimensional shingles or better, such as cedar shake, metal or similar material
  - O 3-tab shingles are not allowed



# Checklist | Woodridge Estates

- $\Box$  Roof pitch
  - O Roof to have no less than 8:12 pitch

### □ Garage

- O At least 2 cars
- 500 sq ft minimum
- O Attached
- O Entrances must be on the side of the building
- Canted garages at an angle of the dwelling no more than 135 deg.
- Decorative doors with glass inserts and architectural design such as carriage style or similar
- □ Lamp posts
  - Each owner is required to purchase and install approved ACC lamppost
    - Troy Lighting Three Light Post Lantern Item #954199 with Hinkley Post Item #6611BK (direct burial post) with Hinkley Wrap Item #6680BK. These can be purchased at BBC Lighting. Please allow 4-6 weeks for delivery.
  - O Installed in the front yard on the front door side of the driveway

### $\Box$ Mailboxes

- ACC approved mailbox
- O \$600.00 to be collected at lot closing for mailbox material and installation
- □ Landscaping (ACC not approving)
  - A minimum of 8 plantings along the street side of the home (bushes, shrubs or similar and 3 2.5" caliper trees (at breast height), minimum 10' in height above grade at time of planting, shall be planted near the street right of way. 2 trees on the home side of the driveway and 1 tree on the other side of the driveway
  - O Plantings in the public and private easements should be avoided
  - Each owner shall be responsible for installing and maintaining vegetative cover on all exposed soil. Must be installed within 60 days of obtaining occupancy of the residence (winter and other provisions, see Section 2.6, Item b.1-3)
- □ Extras
  - O No antenna, aerial, satellite dish or cable for TV/Radio greater than 30"
  - O Only in ground pools; above ground is not allowed
  - Pool needs to be completely enclosed by a secure wall or fence of a minimum of 4' with a self-closing latch gate or door. Must be unobstructed area of at least 4' between fence and pool
  - Landscaping plan to be submitted to ACC for approval for pool area shall conceal outside of pool and structure and must have evergreen type shrubs planted at least every 4' of pool perimeter. See landscape requirements on Declaration, Section 2.5, Item g.
  - O Outbuildings/storage sheds are not allowed
  - O No fences allowed, except around pools
  - O Driveways shall be asphalt, concrete or other hard surface material