

Addendum "A"
Brookdale Estates

Seller: C & K Investments I, LLC

Buyer: _____

Property: _____

Offer to Purchase dated: _____

The following terms, conditions, protective 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, protective covenants and agreements set forth in this Addendum A conflict with those set forth in the Offer to Purchase, Addendum A shall control.

I. **Subdivision Protective Covenants.** 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. **Association Fees.** Buyer is aware that 2021 annual fees have been established for the Subdivision according to the Restrictions and that Buyer will be responsible for the annual association fee of \$275 (which will be prorated for the year of closing). Buyer is also aware that they will deposit \$250 with the Association at the closing in addition to the Lot purchase price as an Initial Fee.

III. **Additional Fees.** 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.

IV. **Personal Property:** Buyer is aware that a portion of funds collected may be used to purchase personal property that serves as amenities in common areas.

V. **Damage and Completion Bond:** Buyer shall deposit \$1,000 with the Declarant at the closing. Deposit shall be held by the Declarant to ensure that landscaping, lamppost, mailbox and sidewalk (if any on lot) requirements are met. In addition, the deposit may be used to reimburse the cost of any damage from home construction, including concrete repair and curb replacement for curbs that may have been damaged during construction. Buyer will contact the Seller upon completion of these items to schedule an inspection and request a refund of bond deposit.

VI. **Mailbox and Lamppost**

- Each Owner shall be required to pay \$450 at closing for the purchase and installation of a mailbox. The mailbox style and location will be as directed by the USPS. The Developer shall direct the HOA to install mailboxes or Cluster Box Units in locations as approved by the USPS.
- Each Owner is required to purchase, install and energize a front yard lamppost in a style and from a manufacturer approved by the ACC from time to time. The lamppost shall be purchased and installed by Owner, or Owner's contractor, and shall be operational before occupancy. Each lamppost shall be fitted with a photocell that automatically energizes the lamps at dusk and de-energized the lamps at dawn and shall be fitted with LED lamp types as specified by the manufacturer or as designated by the ACC. Owner shall maintain the lamppost in operational condition and shall not tamper with such lantern controls. As the lamppost is also being used for address signs, each lamppost must be shown on the site survey and located ten feet (10') from the right-of-way and five feet (5') from the driveway, on the front door side of the driveway.

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

IX. Buyer's Inspection. 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.

X. 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 or 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.

XI. 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.

XII. Road Construction, Subdivision Improvements and Utilities. Buyer is aware that Seller will be constructing roadways and installing utilities and other subdivision improvements, and may have construction workers and equipment on this property from time to time during the construction phase. Location of utility easements will be determined by the utility company, and may or may not be located adjacent to lot lines. It is understood that, based upon current utility company practices, the applicable utility easements may or may not be recorded prior to closing. Seller expressly reserves the right, after closing, to dedicate such utility easements as may be required by any and all applicable utility companies to service Lots in Brookdale Estates. Seller reserves the right to enter onto the lot for the purpose of establishing the surface elevation of all slopes, easements, swales, berms, etc., in accordance with the approved grading plan, and to stabilize, maintain and repair such surfaces until the subdivision improvements have been accepted by the Village of Menomonee Falls. Buyer is aware that the construction of roadways, utilities and other subdivision improvements may not be fully completed prior to closing. Seller agrees to provide to the Village of Menomonee Falls such financial security as may be required by the Village for the completion of subdivision improvements. No further financial security shall be required of Seller at closing. To the extent reasonably necessary for the completion of improvements after closing, Seller shall be deemed to have retained a temporary construction easement on this lot for the completion of said improvements.

XIII. Parade of Homes. Buyer is aware that Developer may arrange for Brookdale Estates to be included in a "Parade of Homes" or similarly titled event in which members of the public are invited to inspect a number of lots improved by Buildings constructed by one or more contractors. Such events will result in significant construction activity and periods of traffic slow-downs and large crowds which may continue for a period of several weeks. An owner who has purchased a lot notwithstanding the possibility of such event waives any objection to the issuance of

any municipal permits required for such event. Developer is not, however, required to include Brookdale Estates in any such event. Buyer will comply with the rules established by the Metropolitan Builders Association governing such events which, among other things, will prohibit Buyer from holding any open houses or having any marketing signs on the property during such event. Additional rules include, but are not limited to the following: All construction activities must stop by 2:00 p.m. on weekdays and 10:00 a.m. on weekends and Labor Day; Buyer must make sure all debris is disposed of properly and the streets in front of lots are swept clean of mud and stone; Homes may not be opened as a model before or during the Parade of Homes; No signs are allowed indicating the builder or subcontractors of said home during the Parade; Vehicular access to the home may be prohibited during the hours of the Parade (Noon to 5:00 p.m. on weekends and Labor Day and 3:00 to 8:00 p.m. during the week); If the home is located where pedestrian traffic occurs, vehicular access will be denied for safety issues.

XIV. 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.

XV. 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.

XVI. 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., Halen Homes, Harbor Homes, and SunVest Solar, Inc.

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

Seller:
C & K Investments I, LLC,

By: _____ Date: _____
Neumann Developments, Inc.

_____ Buyer Date: _____

_____ Buyer Date: _____



Checklist | Brookdale Estates

Submit to N27 W24025 Paul Court, Suite 100
Pewaukee, WI 53072

For more information contact:

melissa@neumanncompanies.com or wendy@neumanncompanies.com

- Items Needed for approval delivered to Neumann Companies office:
 - 11 x 17 plans for ACC review
 - 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: <https://docs.google.com/a/sunvest.com/spreadsheets/d/1-09GjqeL5mB0LH7k2em-I2O6h-ApLkatMqmlp7ue39w/edit#gid=0>)
- Colors submitted – list colors here for:
 - Siding _____
 - Stone _____
 - Trim _____
- Dwelling size
 - 1,600 sq ft for one-story
 - 1,800 sq ft for more than one story
(one and a half story; two-story; split level; bi-level)
- Materials
 - Siding may consist of vinyl, aluminum, cement board, natural stone, cultured stone, brick, Dryvit, stucco and/or stucco panels
 - Min. of 20% of the front of the home must have an architectural feature such as masonry, consisting of brick, stone, cultured stone/brick, Dryvit, stucco and or stucco panels, shake siding, vertical siding and any other exterior product that provides texture and/or depth beyond traditional horizontal siding. The features must terminate at an inside corner or have an acceptable terminating point, as determined by the ACC.
 - Fascia and soffit may be aluminum or vinyl
 - Window, door wraps and corner boards must be natural looking materials and at least 4" and used on all locations except on windows with shutters.
 - If window grids are used on the front elevation, they must be used on all elevations
 - If shutters are used, then the ACC may require them to be used on all elevations
 - Any exposed basement over 8" shall be covered with suitable material consistent with the overall architecture of residence
- Roofing materials
 - Dimensional shingles or better
 - 3-tab shingles are not allowed
- Garage
 - Minimum 2 cars
 - 400 sq ft
 - Attached
 - Garages are to be side entry where possible



Checklist | Brookdale Estates

- Lamp posts
 - Each owner is required to purchase and install ACC approved lamppost
 - Edgewater Collection Black 27" High Outdoor Post Light #99084 and Hepworth Black Finish 76 3/4" High Post and Cap Base #32943 and Photo-Eye Black Post Light Control Adapter style #3D337. Available at Lampsplus.com or other area lamppost suppliers.
 - Installed in the front yard generally ten feet (10') from the edge of the driveway and no more than fifteen feet (15') from the front of the house or sidewalk, on the front door side of the driveway.
- Mailboxes
 - Each owner will be required to pay \$450 at closing for the purchase and installation of a mailbox. The mailbox style and location will be as directed by the USPS. The HOA will install mailboxes or Cluster Box Units in locations as approved by the USPS.
- Extras
 - Outbuildings, storage sheds, and dog kennels are not allowed
 - It is the intention to preserve the open natural feeling of Brookdale Estates Subdivision's environment. Therefore, no barrier fences or containment fences may be erected on or adjacent to any lot line.
 - Only in ground pools; above ground is not allowed. In ground pools and other exterior pool items to be approved by the ACC
 - All drives shall be installed no later than 6 months from occupancy
 - Buyer is required to purchase and install two (2) street trees (corner lots will require four (4) street trees) at front of each lot installed on the front 10 feet of the lot following the road right-of-way and trees must be a minimum of 3" caliper. **TO CLARIFY: Please consult your plat of survey to locate where your Right of Way is. Your trees need to be installed in the front of your lot FOLLOWING where the right of way ends, not measured from the front of your curb.**

