

**Addendum “A”**  
**The Preserve at Deer Creek**

Seller: MN Holdings Inc.

Buyer: \_\_\_\_\_

Property: \_\_\_\_\_

Offer to Purchase dated: \_\_\_\_\_

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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. Subdivision Covenants and Restrictions. Buyer acknowledges that prior to the execution of this Offer, Buyer has received and reviewed the Covenants and Restrictions for the Subdivision (the “Restrictions”) 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 Restrictions. Buyer understands that the Restrictions may be subject to further amendment before or after closing, in accordance with the amendment provisions set forth in the Restrictions.

II. Association Fees. Buyer is aware that an annual fee has not been established for the Subdivision.

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. 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.

V. 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.

VI. 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.

VII. Building and Site Development Requirements. Buyer acknowledges receipt of the Building and Site Development Requirements per the Restrictions 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.

VIII. 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.

IX. 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.

X. Broker Disclosure. Seller's affiliate, Neumann Companies Inc., is a licensed real estate brokerage entity in the State of Wisconsin, and Matt K. Neumann, Seller and a principal of Neumann Companies Inc. is a licensed real estate broker.

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

Seller:

MN HOLDINGS INC.

By: \_\_\_\_\_  
Matt K. Neumann, President

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

\_\_\_\_\_  
Buyer

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

\_\_\_\_\_  
Buyer

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



## Checklist | The Preserve at Deer Creek

- One detached single family residence not exceeding two stories
- Garage
  - Attached-private
  - 2-3 cars
  - No garage to be enclosed or altered to prevent parking of two cars
- Basement of residence that is exposed or partially exposed shall not constitute as a "story" in determining height of residence
- Setbacks
  - Front - 25'
  - Sides -10'
  - Rear - 25'
  - All structures or improvements (including eaves, steps, overhangs, and attached porches, patios and other appurtenances) shall be located in conformance with applicable zoning and building codes.
  - Each corner lot should have two front yards and two side yards and architectural design shall be treated accordingly
- Dwelling size
  - 1,400 sqft for single story
  - 1,700 sqft for two story
  - Minimum 850 sqft on first floor
- Materials
  - Natural brick, stone, cedar, hardiplank and other ACC approved materials
  - 1/3 of homes built in each phase must consist of 1/3 natural material on front elevation