## Addendum "A" <u>Park Ridge</u>

Seller: Park Ridge, 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. <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 fees have been established for the Subdivision according to the Restrictions and that Buyer will be responsible for the annual association fee is \$400 (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 for the initial fee.

III. <u>Additional Fees</u>. Seller hereby discloses that Impact and Connection fees shall be due prior to issuance of any building permit. The 2015 fees are as follows:

WWTF Reserve Capacity Fee	\$ 602.01/lot
Library Building Fee	\$ 781.24/lot
Police Station Fee	\$ 893.73/lot
Park Facilities Fee	\$1,066.92/lot
Water Supply Facilities Fee	\$1,756.77/lot
Sanitary Sewer Connection Fee	\$1,292.83/lot

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. It is Buyers responsibility to verify fees.

IV. <u>Mailbox</u>. A fee of \$450 will be collected by the Declarant at each Lot closing for installation of mailbox. 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.

V. <u>Booster Pumps.</u> Buyer is aware that owners of lots 5, 6, 7, and 8 shall be required to install a domestic water booster pump and associated equipment to service the home. Owner shall install and maintain in good condition and working order.

VI. <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.

VII. <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.

VII. <u>Buyer Reliance and Release</u>. 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. <u>Building and Site Development Requirements</u>. 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. <u>Conflict with Approved Forms</u>. 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. <u>Seller's Real Estate Condition Report</u>. This property is vacant land; there is no Real Estate Condition Report and Buyer waives their right to receive one.

XI. <u>Broker Disclosure</u>. 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.

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

Seller: Park Ridge, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_ Matt K. Neumann, President, Neumann Companies, Inc. Sole Member

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



**Checklist | Park Ridge** Submit to N27 W24075 Paul Court, Suite 200 Pewaukee, WI 53072 For more information contact:

melissa@neumanncompanies.com or wendy@neumanncompanies.com

- □ Items Needed for approval delivered to Neumann Companies office:
  - Set of 11x17 plans
  - 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-</u> 09GjqeL5mB0LH7k2em-I2O6h-ApLkatMqmlp7ue39w/edit#gid=0
- $\Box$  Colors submitted list colors here for:
  - Siding \_\_\_\_\_\_
  - > Stone
  - Trim \_\_\_\_\_\_
- □ Dwelling size
  - 1,800 sq ft for one-story
  - 2,200 sq ft for more than one story (one and a half story; two-story; split level; bi-level)
  - Lot coverage shall not exceed 30%
  - O Maximum floor area ratio shall not exceed 36%
- □ Materials
  - O Natural Materials which shall include cement board siding
  - O Fascia and soffit may be aluminum
  - Minimum 4" window wraps, door wraps, and corner boards except on windows w/ shutters
  - Exposed basement or foundation walls shall be covered with suitable material consistent with the architecture of residence
- □ Roofing materials
  - O Dimensional shingles or better
  - 3-tab shingles are not allowed
- □ Roof pitch
  - Minimum pitch of 8/12
  - O All other pitches must be specifically approved
- □ Garage
  - Minimum 2 cars
  - O 440 sq ft
  - O Attached
  - All garage doors facing the street shall be decorative garage doors with either glass inserts or have architectural design such as carriage style or similar



## □ Mailboxes

- O Declarant approved mailbox for uniformity
- \$450.00 to be collected at each lot closing for mailbox material and installation

## □ Extras

- Solar panels, antenna, aerial, satellite dishes to be approved by the ACC
- Satellite dishes for TV/Radio no greater than 30"
- One outbuildings/storage shed allowed, no larger than 120 sq ft.
- No fence shall be greater than 48" and shall be constructed of wrought iron, quality wood or, if approved by the ACC, vinyl fencing that simulates wood; and shall be maintained in satisfactory condition. Chain link or stockade fences are not allowed. See placement requirements on Section 2.5, c of the Declaration
- Only in ground pools; above ground is not allowed. The ACC will be deemed to be acting reasonable if it does not approve an in-ground pool which is not completely enclosed by a secure wall or fence of a minimum of 4' elevation, with a self-closing or self-latching gate or door (at the top of such gate or door). There must be an unobstructed area of at least 4' between the fence and the pool. All swimming pools are subject to all applicable zoning ordinances and building codes. All swimming pools shall be no larger than what would be allowed by the applicable building codes, setbacks and lot area. All swimming pools shall have evergreen-type shrubs at least every 4' of pool perimeter of a type, size and places as approved by the ACC. The landscaping and shrubbery shall conceal the outside of the pool and structure. A detailed landscaping plan must be submitted and approved by the ACC prior to the start of any swimming pool construction. Other exterior pool items to be approved by the ACC
- All drives shall be asphalt or concrete or some other hard surface as approved by the ACC and shall be installed no later than 12 months from occupancy
- O Playground equipment and dog kennels to be approved
- A minimum of 8 plantings along the street-side of the home (bushes, shrubs or similar and two 2" caliper tree (at breast height), minimum 10' in height above grade at time of planting, shall be planted opposite the driveway along the front of the residence, near the street right of way