

**Addendum "A"**  
**Highlander Estates**

Seller: Highlander Estates, LLC

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 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 \$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 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, sewer special assessment 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 shall reimburse Developer for the **Sanitary Sewer Assessment** fee at time of ACC approval. The fee amount shall be calculated based on the initial amount of \$4,302.15 plus interest at the rate of 6.0% per annum from October 01, 2015.
- Buyer shall reimburse Developer for the **Sanitary Sewer Connection** fee at time of ACC approval in the amount of \$200.
- Buyer shall reimburse Developer for the **Street Tree** fee at closing in the amount of \$1,200.

IV. **Subsoil Conditions**. Many of the lots in the third and final phase of Highlander Estates back up to or are adjacent to natural wetlands. As frequently occurs in areas near wetlands, some of these lots contain saturated soils within the building pads. These soils may lack the bearing strength to support a typical foundation. Due to this potential condition, Highlander Estates LLC performed testing to determine which of these lots may require further engineering or structural modifications. The Developer shall reimburse all costs necessary in the event that these conditions are encountered. Soil reports are available upon request.

V. **Mailbox and Lamppost**.

- Each Owner is also required to purchase and install a mailbox on their own with specifications to be provided by the Developer. The mailbox location will be as directed by the local Postmaster; upon approval by the Postmaster, Developer shall provide the Owner a layout showing the location of the mailbox. Installation, 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 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. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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 Halen Homes, Harbor Homes, Tim O'Brien Homes Inc. and SunVest Solar, Inc.

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

Seller:  
Highlander Estates, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Neumann Developments, Inc., sole member

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

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



## Checklist | Highlander Estates

Submit to N27 W24075 Paul Court, Suite 200  
Pewaukee, WI 53072

For more information contact:

[melissa@neumanncompanies.com](mailto:melissa@neumanncompanies.com) or [wendy@neumanncompanies.com](mailto:wendy@neumanncompanies.com)

- Items Needed for approval delivered to Neumann Companies office:
  - Set of 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>
  - Check required for reimbursement of the Sanitary Sewer Assessment fee at time of ACC approval (made payable to Highlander Estates, LLC). The fee amount shall be calculated based on the initial amount of \$4302.13 plus interest at the rate of 6.0% per annum from October 01, 2015. \*Please email for total check amount required when you know date of ACC submittal.
  - Check required for reimbursement of the Sanitary Sewer Connection fee at time of ACC approval in the amount of \$200 (made payable to Highlander Estates, LLC).
- Colors submitted – list colors here for:
  - Siding \_\_\_\_\_
  - Stone \_\_\_\_\_
  - Trim \_\_\_\_\_
- Dwelling size
  - 2,000 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)
- Materials
  - Sided with natural materials
  - Fascia and soffit may be aluminum
  - Front elevation must include a masonry treatment but it cannot terminate at an outside corner
- Exterior features
  - Window wraps, door wraps and corner boards must be at least 4” and used on all locations except on windows with shutters.
- Roofing materials
  - Dimensional shingles or better
  - 3-tab shingles are not allowed
- Roof pitch
  - Minimum pitch of 8/12 or such other pitch as specifically approved by the ACC



## Checklist | Highlander Estates

- Garage
  - At least 2 cars
  - 440 sq ft
  - Attached
  - Garage doors facing the street must have decorative doors with either glass inserts or architectural design such as carriage style or similar.
- Lamp posts
  - Each owner is required to purchase and install approved ACC 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](http://Lampsplus.com) or other area lamppost suppliers.
    - Installed in the front yard on the front door side of the driveway - Please see more detailed placement requirements on Section 2.5, h, 2 of the Declaration
- Mailboxes
  - Declarant approved mailbox for uniformity
  - Salsbury Mailbox with Newspaper Tube:** Mailbox Model #4850 black w/ Paper Tube Model #4815 black, and Mailbox Post Model #4835 black. Available at [www.mailboxes.com](http://www.mailboxes.com) and other area mailbox supplier.
- Extras
  - No antenna, aerial, satellite dish or cable for TV/Radio greater than 30"
  - Only in ground pools; above ground is not allowed. Pools to be approved by the ACC.
  - No fence shall be greater than 48" and shall be constructed of ornamental/decorative metal (wrought iron or aluminum) with stone or masonry columns, and shall consist of at least 50% open space. Chain-link, natural wood, stockade fences and white vinyl fencing are not allowed.
  - All drives shall be asphalt or concrete or some other hard surface as approved by the ACC & shall be installed no later than 12 months from Occupancy
  - No exterior active solar collectors shall be erected or installed unless approved by the ACC
  - Outbuildings/storage sheds are not allowed
  - Playground equipment to be approved

