

Addendum "A"
Lilly Crossing

Seller: Lilly Crossing, 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 \$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. 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. City of Brookfield Zoning Requirements. Buyers are aware that the zoning for Lilly Crossing is R-2 Residential District and that the City of Brookfield has a minimum and maximum floor area ratio, lot coverage ratio and other zoning requirements. Buyers are encouraged to review the zoning code which is contained in Chapter 17 of the Municipal Code. (A section of the zoning code is attached)

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:
Lilly Crossing, LLC

By: _____ Date: _____
Neumann Developments, Inc. Sole Member, by:

_____ Buyer Date: _____

_____ Buyer Date: _____



Checklist | Lilly Crossing

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 (either emailed or dropped off)
 - 1 Survey
 - Samples 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
 - 2,800 sq ft for one-story
 - 3,600 sq ft for more than one story (1,800 sq ft of livable area on the 1st floor)
 - Maximum floor area ratio shall not exceed 25%
 - City of Brookfield to verify FAR prior to issuing building permits
 - Maximum height is 35 feet
- Materials
 - Natural materials; masonry, stone, cement board, LP Smart Side siding, stucco or stucco panels
 - Chimneys, if present, shall be masonry or stone veneer construction
 - Fascia and soffit may be aluminum
 - All elevations shall have 4" window wraps except on windows with shutters
 - All corners shall have 6" trim board
 - Front elevation must have a minimum of 75% stone, brick or stucco. Stone or brick must terminate at inside corners or wrap at least 2 feet around the sides
 - Side elevations of homes shall require a minimum of 3 architectural elements for each ranch elevation and 5 architectural elements for each two-story elevation. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation.
- Roofing materials
 - Non-combustible material or Class A rated dimensional shingles or better
 - Weathered wood shingles
- Roof pitch
 - Minimum pitch of 8/12 shall be required on a two-story home
 - Minimum pitch of 10/12 shall be required on a ranch home
 - ACC may make an exception if the style of home dictates a lower pitch



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- Garage
 - At least 2 cars
 - 660 sq ft minimum
 - Attached
 - Side entry, courtyard entry or canted entry are required
 - All garage doors must be decorative with either glass inserts or architectural design
- Setbacks
 - Front of home – 50 feet
 - Side – 25 feet
 - Rear – 25 feet
- Lamp posts
 - Each owner is required to purchase and install approved ACC lamppost –
 - **Edgewater Collection** Black 27” High Outdoor Post Light #99084 with 80” H Black Pad-Mount 8 inch Lamp Post Style #W8262 (with built-in photocell and electrical outlet – available on Lampsplus.com)
 - OR**
 - **Available from BBC Lighting**
 - **Hinkley Edgewater Light** Four Light Post Item ID# 938761 (MFG # 1677BK) Black finish with Lamp Post #1046-1-PR-SR with photocell (<http://www.snocinc.com/eclairage-exterieur/1045-1046.html>)
 - The lamppost must be located 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 is required to purchase and install approved ACC mailbox
 - **Salsbury Mailbox** with Newspaper Tube: Model #4850 BLK, Paper Tube: Model #4815 BLK, and Mailbox Post: Model #4835 BLK. Available at www.mailboxes.com
- Landscaping (ACC not approving)
 - A minimum of two (2) – 3” caliper and one (1) – 2” caliper ornamental trees located in the front yard
 - A minimum of three (3) – 3” caliper and one (1) – 2” caliper ornamental trees located in the front yards of lots 1, 14, and 15
 - A minimum of twelve (12) foundation plantings and mulched bed along front foundation wall
- Miscellaneous
 - Storage sheds are not allowed
 - Fences are not allowed unless required around an in ground swimming pool
 - Only in ground pools will be allowed.

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