## Addendum "A" Pine Ridge Estates

Seller: Pine Ridge Estates, 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 2020 fees have been established for the Subdivision according to the Restrictions and that Buyer will be responsible for the annual association fee of \$150, Lots 24-32 are \$100 (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>. 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. Buyer is aware that they will deposit \$500 with the Association at the closing in addition to the Lot Purchase Price for street tree installation.
- IV. <u>Mailbox and Lamppost</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. 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.
- V. <u>Sidewalks</u>. Buyer is aware that owners shall be required to construct sidewalks in accordance with the specifications and drawings submitted and approved by the City Engineer and Department of Public Works. The sidewalks are to be installed at the time of construction of the dwelling unit. The sidewalk must be completed prior to the issuance of an occupancy permit by the City. If an occupancy permit for a lot is issued by the City during the months of November through May, the sidewalk for such lot shall be installed prior to the following June 30.
- 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.

VIII. <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.

IX. <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.

X. <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.

XI. <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.

XII. <u>Broker and Affiliated Entity Disclosure</u>. 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. <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:		
Pine Ridge Estates, LLC		
Ву:		Date:
Neumann Developments, Inc. S	ole Men	nber
	_ Buyer	Date:
	Buver	Date:



## Checklist | Pine Ridge Estates Submit to N27 W24025 Paul Court, Suite 100

Pewaukee, WI 53072

For more information contact:

melissa@neumanncompanies.com or wendy@neumanncompanies.com

		Needed for approval: 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:



## **Checklist | Pine Ridge Estates**

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

## □ Extras

- O No antenna, aerial, satellite dish or cable for TV/Radio greater than 30"
- 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 also
- No fences shall be greater in height than 48" & shall be constructed of quality wood, or if approved by the ACC, vinyl that simulates wood. Chain link & stockade not allowed. Please see fence placement requirements on Section 2.5, c of the Declaration
- 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
- Outbuildings/storage sheds are not allowed
- O Playground equipment and dog kennels to be approved
- □ \$500.00 to be collection by the Association at each lot closing for the installation of street trees
- ☐ A minimum of 8 plantings along the street-side of the home (bushes, shrubs or similar) shall be planted (separate requirement from the street tree item above)

Pine Ridge