

Addendum "A"
Vista Run

Seller: Vista Run, LLC

Buyer:

Property: **Lot**

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 2024 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 of which \$250 will be held by the Master Association.

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. Personal Property: Buyer is aware that a portion of funds collected and remitted to the Master Association may be used to purchase personal property that serves as amenities in common areas.

V. Master Association: Buyer is aware that there is a Vista Run Master Association. In accordance with the recorded Protective Covenants for Vista Run, all neighborhoods within Vista Run will be members of the Master Association.

VI. Damage and Completion Bond: Buyer shall deposit \$1,000 with the Developer at the closing. Deposit shall be held by the Developer to ensure that landscaping, lamppost, address signs, mailbox and sidewalk (if any on lot) requirements are met. In addition, the deposit may be used to reimburse the cost of any curb replacement for curbs that may have been damaged during construction. Buyer will contact the Developer upon completion of these items to schedule an inspection and request a refund of bond deposit.

VII. Lamppost: Each home is required to have one of the following: Install, operate, and maintain photo electric lights that operate dusk to dawn on the street facing elevation of the home **OR** install a lamp post that meets the following requirements: A black post that is 96 inches in height. A tapered base and a black post mounted lantern above with a minimum lantern width/diameter of 12 inches. The lamppost must be located in the front yard on the front door side of the driveway. The lamppost location is generally ten feet (10') from the edge of the driveway and fifteen feet (15') from the front of the house or sidewalk.

VIII. Street Trees. Buyer is aware that street trees will be installed in the public right-of-way in accordance with the street tree plan as required by the Village of Sussex. The location and species of the trees are at the sole discretion of the Village of Sussex. Street trees are not considered or counted as part of the minimum landscape requirements as stated in the Protective Covenants.

IX. 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.

X. 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.

XI. 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.

XII. 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 with that master plan. Furthermore, all homeowners understand that this grade must be maintained in perpetuity.

XIII. 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.

XIV. 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.

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

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

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Seller:
Vista Run, LLC

By: _____ Date: _____
Wendy Griffin, Agent, Neumann Developments, Inc., its sole member

_____ Buyer Date: _____

_____ Buyer Date: _____