

Addendum "A"
Interlaken Village

Seller: Lake Country Village, 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 2019 annual fees have been established for the Subdivision according to the Restrictions and that Buyer will be responsible for the annual association fee of \$600 (which will be prorated for the year of closing). Buyer is also aware that they will deposit \$300 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. Buyer is aware that Buyer will be responsible for installing a private well to service the home. This property is not serviced by municipal water. Refer to the Plat for the well setbacks.

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

V. Shoreland Zoning Fees: Buyer is aware that some lots in Interlaken Village are located within 1000' of a body of water and are in the Village of Summit shoreland zoning area. A zoning permit may be required when a structure or part thereof is located, erected, moved, reconstructed, extended, enlarged, or converted within a shoreland zoning area. The zoning permit may be required before a building permit can be issued and is the responsibility of the buyer. Shoreland zoning boundaries are shown on the plat map.

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 sidewalks (if on any 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. Mailbox and Lamppost

- Each Owner shall be required to pay \$450 at closing for the purchase and installation of a mailbox. The mailbox style and location will be as directed by the USPS. The Developer shall direct the HOA to install mailboxes or Cluster Box Units in locations as approved by the USPS.
- 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 and shall be fitted with LED lamp types as specified by the manufacturer or as designated by the ACC. Owner shall maintain the lamppost in operational condition and shall not tamper with such lantern controls. As the lamppost is also being used for address signs, each lamppost must be shown on the site survey and located ten feet (10') from the right-of-way and five feet (5') from the driveway, on the front door side of the driveway.

- The term "Address Signs" shall mean the temporary post, mounting bracket and sign with the address number for each home. The Municipality shall provide and install the Address Sign on a temporary post at the issuance of a building permit for each home; the Owner shall pay the fee directly to the municipality as part of the building permit process. The mounting bracket shall be provided by the HOA, at no additional cost to the Owner; the Owner, or Owner's contractor, and shall relocate the Address Sign from the temporary post and attach the Address Sign to the Lamppost at the time of occupancy of the home. The Address Sign shall be installed perpendicular to the roadway and located five feet (5') from grade to the center of the sign. The Address Sign must remain in perpetuity as required by the Municipality.

VIII. Sidewalks. Buyer is aware that owners of lots 7 - 12 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.

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 to 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. and SunVest Solar, Inc.

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

Seller:
Lake Country Village, LLC

By: _____ Date: _____
Neumann Developments, Inc.

_____ Buyer Date: _____

_____ Buyer Date: _____



Checklist | Interlaken Village

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
 - 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>)
- Colors submitted – list colors here for:
 - Siding _____
 - Stone _____
 - Trim _____
- Dwelling size
 - 2,200 sq ft for one-story
 - 2,600 sq ft for more than one story
- Materials
 - Natural materials; masonry, stone, cement board, or LP Smart Side siding
 - 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 30% stone or brick. 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
 - Dimensional shingles or better
- Roof pitch
 - Minimum pitch of 8/12 shall be required
- Garage
 - Minimum of 3 cars
 - 550 sq ft minimum
 - Attached
 - Side entry or courtyard entry shall be required



Checklist | Interlaken Village

- Setbacks
 - Front of home – 50 feet
 - Side – 15 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)
 - Installed in the front yard on the front door side of the driveway. As the lamppost is also being used for the address sign, each lamppost must be shown on the site survey and located ten feet (10') from the right-of-way and five feet (5') from the driveway, on the front door side of the drive way.
- Mailboxes
 - Each owner will be required to pay \$450 at closing for the purchase and installation of a mailbox. The mailbox style and location will be as directed by the USPS. The HOA will install mailboxes or Cluster Box Units in locations as approved by the USPS.
- Landscaping (ACC not approving)
 - A minimum of four (4) – 2.5” caliper with at least one of those trees being located on the opposite side of the driveway, and one (1) – 2” caliper ornamental trees located in the front yard,
 - A minimum of twelve (12) foundation plantings and mulched bed along front foundation wall
- Miscellaneous
 - Storage sheds are not allowed
 - All fences are subject to review and approval by the ACC and are subject to applicable Municipal ordinances, governmental easements, and building codes. Fences shall not exceed 48 inches in height, shall be constructed of ornamental/decorative metal (wrought iron or aluminum) and be black in color. Stone or masonry columns may be used at corners in lieu of posts. Fences shall not extend past side-yard setbacks. Fences shall be installed no closer than 24” from any property line, unless owners mutually agree.
 - Only in ground pools will be allowed.

Interlaken Village