

Addendum "A"
The Preserve at Harvest Ridge

Seller: The Preserve at Harvest Ridge, 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 2020 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 \$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. Well, Septic, Mound System: Buyer is aware that Property will require a private well and septic or mound system and that buyer is responsible for all charges associated the well and septic or mound system.

V. Gravity Fed Drain Tile, Basement and Garage Elevations: Buyer acknowledges receipt of the Master Grading plan for The Preserve at Harvest Ridge and buyer is aware that some lots will require 4" gravity fed drain tiles to discharge to grade. Buyer is also aware that information regarding the basement and garage floor elevations can be found on the Master Grading Plan. Buyers should refer to the Master Grading Plan for required drain tile locations and elevations.

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, driveways, lamppost, mailbox (if any on lot), culvert and ditch requirements are met. Buyer will contact the Developer upon completion of these items to schedule an inspection and request a refund of bond deposit.

VII. Mailbox, Lamppost and Address Signs

- 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. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. 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.

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

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

Seller:
The Preserve at Harvest Ridge, LLC

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

_____ Buyer Date: _____

_____ Buyer Date: _____



Checklist ♦ The Preserve at Harvest Ridge

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 Developments office by email or dropped off:
 - 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/spreadsheets/d/1-09GjqeL5mB0LH7k2em-l2O6h-ApLkatMqmlp7ue39w/edit#gid=222053>)

- Colors submitted – list colors here for:
 - Siding _____
 - Stone _____
 - Trim _____

- Dwelling size
 - 2,000 sq ft for one-story
 - 2,400 sq ft for more than one story

- Materials
 - Natural Materials
 - Fascia and soffit may be aluminum
 - Front elevation should contain at least one prominent architectural feature such as a front porch or a minimum of 20% stone or brick.
 - Masonry should terminate at an inside corner. If it cannot, it must terminate at a 6" corner board.
 - Window wraps and door wraps must be at least 4" and used on all locations except on windows with shutters
 - Corner boards must be at least 6"
 - Side elevations must have at a minimum two (2) architectural elements for a ranch elevation and three (3) architectural elements for each two-story elevation. Architectural elements may include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation.

- Garage
 - Side entry garage required unless otherwise approved by the ACC
 - Canted garages are allowed (not more than 135°)
 - Minimum 2 cars
 - 500 sq ft
 - Attached
 - All garage doors facing the street shall be decorative garage doors with either glass inserts or architectural design such as carriage style or similar (raised panels are not considered decorative)

- Roofing materials
 - Dimensional shingles or better
 - 3-tab shingles are not allowed



Checklist ♦ The Preserve at Harvest Ridge

- Roof pitch
 - Minimum pitch of 8/12
 - 10/12 for front facing gables

 - Lamp posts
 - Each owner is required to purchase and install approved ACC lamppost
 - 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>)
 - Installed generally 10 feet from the edge of the driveway, and approximately 15 feet from the front of the house, on the front door side of the driveway
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- 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.
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- Extras
 - Outbuildings, storage sheds, and dog kennels are not allowed
 - No fences allowed
 - Only in ground pools; above ground is not allowed. Submit for ACC approval.
 - All drives shall be installed no later than 12 months from occupancy
 - Plantings - Each lot owner must plant and maintain a tree at least six (6) feet in height and two (2) inches in diameter at breast height (dbh) every 60 feet of road frontage to be located on the property side of the Right of Way, with a minimum of two (2) – 2.5” caliper trees and one (1) – 2” caliper ornamental tree located in the front yard.
 - There must be a minimum of twelve (12) foundation plantings and mulched bed along the front foundation wall.

— THE PRESERVE AT —
Harvest Ridge