

**Addendum "A"**  
**Weyerhaven**

Seller: Weyerhaven, LLC

Buyer:

Property: Lot

Offer to Purchase dated:

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The following terms, conditions, 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, 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 fees have been established for the Subdivision according to the Restrictions and that Buyer will be responsible for the annual association fee of \$700 (which will be prorated for the year of closing). Buyer is also aware that they will deposit \$550 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. Weyerhaven Preserve. Buyer is aware that Seller may construct improvements on the Outlot known as "the Preserve" near Weyerhaven Boulevard. The Preserve may encompass various recreational amenities constructed on the Preserve by the Seller on behalf of the Association. Buyers should refer to the Covenants for details regarding the Preserve.

V. Mailbox and Lamppost. A fee of \$450 will be collected by the Declarant at each Lot closing for installation of mailbox. This fee 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.

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 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:  
Weyerhaven, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Wendy Griffin, Agent, Neumann Developments, Inc., sole member

Buyer:

By: \_\_\_\_\_ Date: \_\_\_\_\_

**WEYERHAVEN ADDITION NO. 1**

**ACKNOWLEDGEMENT**

Seller "Weyerhaven, LLC" and Buyer "\_\_\_\_\_"  
acknowledge the following, as conditions of the purchase of the property known as Lot(s)  
\_\_\_\_\_ Weyerhaven Addition No. 1, Menomonee Falls, WI:

1. Seller and Buyer acknowledge the Temporary Grading & Access Easement recorded as Doc # 4185623 as recorded with the Waukesha County Register of Deed on January 06, 2016, which grant Seller or the Village access to the property for grading purposes.
2. Buyer shall prepare a proposed grading plan for each Lot in conformance with the Master Grading Plan for the subdivision and submit as part of the Architectural Control Committee ("ACC") approval.
3. Buyer shall grade each Lot in conformance with the Master Grading Plan and submit an as-built grading plan to the ACC within 10 days of the completion of grading for each Lot.

Weyerhaven, LLC

Seller: _____	_____
Matthew K. Neumann, President, Neumann Companies, Inc. Its Sole Member	Date

Buyer: _____	_____
	Date

Buyer: _____	_____
	Date



## Checklist | Weyerhaven

Submit to N27 W24075 Paul Court, Suite 200

Pewaukee, WI 53072

For more information contact:

[melissa@neumanncompanies.com](mailto:melissa@neumanncompanies.com) or [wendy@neumanncompanies.com](mailto: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
  - ☐ 1,800 sq ft for one-story
  - ☐ 2,100 sq ft for more than one story  
(one and a half story; two-story; split level; bi-level)
- ☐ Materials
  - ☐ Natural Materials which shall include cement board siding
  - ☐ Fascia and soffit may be aluminum
- ☐ PHASES II & III (aka Addition No. 1 & 2)
  - ☐ Proposed grading plans must be submitted for approval with house plans
  - ☐ Acknowledgement of Grading Easement must be submitted with plans
  - ☐ As-built grading must be submitted after house is built
- ☐ Roofing materials
  - ☐ Dimensional shingles or better
  - ☐ 3-tab shingles are not allowed
- ☐ Roof pitch
  - ☐ Shall have a roof made of dimensional shingles or better with a minimum pitch of 6/12
  - ☐ 8/12 pitch for front facing gables
- ☐ Garage
  - ☐ Minimum 2 cars
  - ☐ 440 sq ft
  - ☐ Attached
  - ☐ All garage doors facing the street shall be decorative garage doors with glass inserts or carriage style doors



## Checklist | Weyerhaven

### ☐ Lamp posts

- Each owner is required to purchase and install approved ACC lamppost –
  - ☐ Hinkley Edgewater Light Black 27" High Outdoor Post Light #99084 and Hepworth Black Finish 76 ¾" High Post and Cap Base #32943. Available at Lampsplus.com or other area lamppost suppliers.

**OR**

- ☐ 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>) Available from BBC Lighting
- Installed in the front yard on the front door side of the driveway

### ☐ Mailboxes

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

### ☐ Extras

- No antenna, aerial, satellite dish or cable for TV/Radio greater than 30"
- Outbuildings/storage shed are not allowed
- No fence shall be greater than 48" and shall be constructed of ornamental/decorative metal (wrought iron or aluminum), stone, masonry, or simulated wood (composite or vinyl that simulates wood in texture and color), and consists of at least 50% green space. Chain-link, natural wood, stockade fences and white vinyl fencing are not allowed. See placement requirements and other information on the Second Amendment, Section 2.5(c) of the Declaration
- Only in ground pools; above ground is not allowed. Pools to be approved by the ACC.
- All drives shall be asphalt or concrete or some other hard surface as approved by the ACC and shall be installed no later than 12 months from occupancy
- Playground equipment to be approved
- A minimum of 8 plantings along the street-side of the home (bushes, shrubs or similar and one – 2" caliper tree (at breast height), minimum 10' in height above grade at time of planting, shall be planted opposite the driveway along the front of the residence, near the street right of way

