



Addendum A to the Offer to Purchase
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Addendum attached to and made part of the Offer to Purchase dated _____
made by the Buyer, _____ with respect to
the Property at _____, Wisconsin.

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.

1. **SUBDIVISION DECLARATION**. Buyer acknowledges that prior to the execution of this Offer, Buyer has received and reviewed the **Declaration of Covenants & Restrictions for the Subdivision and the Architectural and Landscape Design Guidelines** (the "Declaration") 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 Declaration. Seller and/or the Developer reserve the right to amend or modify the Declaration at any time prior to closing. In the event of a material amendment or modification to the Declaration, Buyer's obligation to conclude this transaction will be contingent upon Buyer's review and approval of any such amendments or modifications enacted prior to closing. Buyer's failure to give Seller written notice terminating this contract on the basis of this contingency within five (5) days after delivery to Buyer of a copy of any amendment or modification shall be deemed a waiver of this contingency and an acceptance by Buyer of the amendment or modification. If Buyer gives timely written notice pursuant to this paragraph, this contract shall be null and void and earnest money paid pursuant to the Offer shall be refunded to Buyer. Buyer understands that the Declaration may be subject to further amendment after closing, in accordance with the amendment provisions set forth in the Declaration.
2. **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.
3. **BUYER'S PLAN APPROVAL**. Buyer understands and acknowledges that plans for all homes constructed in the subdivision are subject to review and approval by the Architectural Control Committee pursuant to the Declaration. All home plans are also subject to the building and zoning ordinances of the Municipality and County where Property is located. Buyer must commence construction of a home within a certain timeframe upon closing on the Lot per the requirements within the covenants and restrictions.

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4. **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 eleven course basement, without extraordinary extra 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 within twenty (20) days of acceptance of this Offer.

5. **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. All Buyers release 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 no other items or conditions that are material to Buyer's decision to purchase this property.

6. **SUBDIVISION GUIDELINES.** Buyer acknowledges receipt of subdivision covenants and restrictions, attached as Addendum B, agrees to be bound thereby and understands that all building plans, stake out surveys and yard grades must be approved by Seller prior to construction.

7. **SUBDIVISION IMPROVEMENTS.** Buyer understands and acknowledges that certain work including, but not limited to, the installation of utilities (such as gas, electricity, telephone and cable), grading, the completion of streets, curb, gutter and other related work (the "Work") may be completed by Seller after closing. It is further understood and agreed by Buyer that the execution of the Work may involve the removal of trees, shrubs, and other vegetation and the placement or displacement of topsoil and earth. Buyer hereby grants Seller the license and authority to enter the Property for the purpose of executing and completing the Work, and covenants that such entry shall not constitute a trespass on the Property, nor shall Seller have any obligation or liability to Buyer in regards to the execution or completion of the Work. Buyer shall, at no cost to Buyer, cooperate with Seller in Seller's efforts to complete the Work, shall maintain the Property in a condition which will allow Seller to complete the Work, and shall not take any action which will inhibit Seller's efforts to complete the Work.

8. **EASEMENT.** The location of utility services for telephone, electric and natural gas has been installed in the Subdivision and in such areas as is determined by the City and/or the applicable utility according to its customary practices. Telephone and electric service shall be available for connection either at the Property lot line or within the boundaries of the Property. Natural gas service has been installed within the public road right of way in front of the Property or within an easement on the Property. Such easements may be granted by Developer, in its own name and without the consent or approval of any lot owner, until such time as Developer has conveyed legal title to all lots platted or to be platted in the Subdivision to persons other than a successor developer.

Buyer Initials _____ Seller Initials _____

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9. **UTILITIES.** Developer has provided certain utilities to the lot line of the Property or within the right of way of a public street abutting the Property.
10. **RADON & RADIUM IN WATER DISCLOSURE.** Newspaper reports indicate that radon gas is present in subsoils in many areas of southeastern Wisconsin. Some people claim that, if permitted to accumulate in buildings, radon gas may be hazardous to the occupants of the building. It is Buyer's responsibility to inquire whether any precautionary measures should be taken to avoid accumulation of radon gas in Buyer's proposed dwelling.
11. **TOP SOIL.** Seller shall have no liability or responsibility to the Buyer for providing any top soil to the Property. Buyer understands and acknowledges that Buyer, at their cost and expense, will be responsible for providing top soil to the Property upon completion of the construction of improvements in order to implement Buyer's landscaping. To the extent Seller is required by any applicable governmental body to provide top soil to the Property and seed the Property in order to, among other things, stabilize the ground to prevent erosion, Buyer understands that the quality and quantity of such top soil will not be sufficient for Buyer's landscaping. Buyer, at their cost and expense, will be responsible for having top soil trucked to the Property and perform final grading of such top soil, after building improvements on the Property are completed, in order to complete Buyer's landscaping.
12. **RECEIPT.** For the purpose of determining the time periods measured from "receipt" or "actual receipt" of a document or written notice, a party shall be deemed to have actually received same upon the earlier of the following: if mailed to a party, two (2) business days after date of mailing if mailed in Wisconsin and five (5) business days after date of mailing from any other state; if sent by overnight courier service to a party, the next business day after delivery to the courier service; if faxed to a party, upon completion of the fax transmission to the party; or upon personal receipt by the party.
13. **ADVERTISING MATERIALS.** Buyer is aware that printed advertising materials previously provided to Buyer concerning this property may not be entirely accurate, including but not limited to items such as lot prices, lot sizes, lot boundaries, elevations, grades, locations of public streets and other subdivision improvements and references to deed restrictions. Buyer has been advised to include appropriate contingencies in this Offer for the verification of all matters which are material to Buyer's decision to purchase this property.
14. **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 any provision of this Addendum conflicts with the provisions of the approved form, the provisions of this Addendum shall control.

By: _____
ACS RBHS, LLC Date

By: _____
Date

By: _____
ACS RBHS, LLC Date

By: _____
Date