

**Addendum "A"**  
**Elmbrook Estates**

Seller: Elmbrook Estates, LLC

Buyer: \_\_\_\_\_

Property: \_\_\_\_\_

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 2018 annual fees have been established for the Subdivision according to the Restrictions and that Buyer will be responsible for the annual association fee of \$350 (which will be prorated for the year of closing). Buyer is also aware that they will deposit \$250 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. Mailbox and Lamppost. Each owner is also required to reimburse Declarant for a mailbox at closing in the amount of \$450.00, which Declarant will install. The mailbox location will be as directed by the local Postmaster. The Buyer is aware that the placement and location of the mailbox is mandated by the U.S. Post 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.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. Broker Disclosure. Seller's affiliate, Neumann Companies Inc., is a licensed real estate brokerage entity in the State of Wisconsin, and Matt K. Neumann, Seller and a principal of Neumann Companies Inc. is a licensed real estate broker.

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

Seller:  
Elmbrook Estates, LLC

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Matt K. Neumann, President, Neumann Companies, Inc., sole member

\_\_\_\_\_  
Buyer Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer Date: \_\_\_\_\_



## Checklist | Elmbrook Estates

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 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/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
  - 2,200 sq ft for more than one story  
(one and a half story; two-story; split level; bi-level)
  - No more than 4,000 sq ft living space (excluding basement)
  - Lot coverage shall not exceed 30%
  - Maximum floor area ratio shall not exceed 30% (excluding attic)
- Setbacks
  - Front of Home – 25 ft (excluding garage)
  - Side – 1-story - 10'
  - Side – 2-story - 12.5 ft
  - Garage – 35 ft
- Materials
  - Sided with fire-resistant natural material
  - Fascia and soffit may be aluminum
  - Min. of 100 sq ft of stone on front elevation
  - Exposed basement or foundation walls shall be covered with suitable material consistent with the architecture of residence
  - Minimum 4" window wraps, door wraps, and corner boards except on windows w/ shutters
- Roofing materials
  - Dimensional shingles or better
  - 3-tab shingles are not allowed



## Checklist | Elmbrook Estates

- Roof pitch
  - Minimum pitch of 6/12
  - 8/12 for front facing gables
- Garage
  - At least 2 cars
  - 440 sq ft
  - Attached
  - Garage doors facing the street must have decorative doors with either glass inserts or architectural design such as carriage style or similar.
- Lamp posts
  - Each owner is required to purchase and install approved ACC lamppost
    - Hanover Lantern B5530-BLK-A-FChimney and Hanover Lantern 351-10-BLK-B **OR**
    - Edgewater Collection Black 27" High Outdoor Post Light #99084 and Hepworth Black Finish 76 3/4" High Post and Cap Base #32943 or alternate 80"H Photocell Black Pad-Mount 8-inch Lamp Post. Available at Lampsplus.com or other area lamppost suppliers.
  - Installed in the front yard on the front door side of the driveway - Please see more detailed placement requirements on Section 2.5, h, 2 of the Declaration
- Mailboxes
  - \$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"
  - Only in ground pools; above ground is not allowed. Pools to be approved by the ACC.
  - 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 First Amendment, Section 2.5(c) of the Declaration
  - All drives shall be asphalt or concrete or some other hard surface as approved by the ACC & shall be installed no later than 12 months from Occupancy
  - No exterior active solar collectors shall be erected or installed unless approved by the ACC
  - Outbuildings/storage sheds are not allowed
  - Playground equipment to be approved