

Addendum "A"
Victoria Station Phase IV

Seller: Victoria Station Phase 4, LLC
Buyer: _____
Property: _____
Offer to Purchase dated: _____

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 Covenants and Restrictions. Buyer acknowledges that prior to the execution of this Offer, Buyer has received and reviewed the Covenants and Restrictions for the Subdivision (the "Restrictions") 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 Restrictions. Buyer understands that the Restrictions may be subject to further amendment before or after closing, in accordance with the amendment provisions set forth in the Restrictions.

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 2017 annual association fee of \$175 (which will be prorated for the year of closing)
- The mailbox fee of \$400 to be paid at closing

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. 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.

V. 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.

VI. 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.

VII. Building and Site Development Requirements. Buyer acknowledges receipt of the Building and Site Development Requirements per the Restrictions 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.

VIII. 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.

IX. 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.

X. 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.

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

XII. Mailbox and Lamppost. Upon completion of their homes, each owner is required to install an outdoor electric lamp with post, base and photoelectric control (model and specification TBD). The location of this lamp shall be located on the interior side of driveway no more than 20ft from back of curb. The lamp shall be maintained by the lot owner in a proper operating manner. 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.

Seller:

Victoria Station Phase 4, LLC

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

Buyer Date: _____

Buyer Date: _____



ACC Checklist – Victoria Station

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:
 - Set of 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-12O6h-ApLkatMqmlp7ue39w/edit#gid=0>
- Colors submitted – list colors here for:
 - Siding _____
 - Stone _____
 - Trim _____
- Dwelling Size
 - 1 Story – 1,700 square feet
 - Multi Story – 1,900 square feet, 1st floor minimum of 1,200 square feet – Phase III
 - Multi Story – 1,900 square feet, 1st floor minimum of 1,000 square feet – Phase IV
 - No building shall exceed 35 feet in height or 2.5 stories
- Setbacks
 - Front – 40 feet
 - Side – 15 feet
 - Corner Street – 40 feet
 - Rear – 35 feet
 - Corner Rear – 15 feet
 - Floodplain – 75 feet
- Exterior Features
 - Vinyl, Aluminum, Cedar, Cement Board, Stone, Brick or Stucco (cultured stone is acceptable)
- Windows
 - If shutters are used on front of dwelling, shutters must be used on windows on sides and rear where they will fit
 - Trim of at least 4 inches in width must be used on all windows without shutters and on all doors, vents, louvers and corners.
 - False closed-shuttered windows and windows that are visible from the exterior only shall not be permitted
 - Review Board may require placement of windows in walls that would otherwise be featureless
- Trim
 - Wood Corner Boards & Trim of at least 4 inches in width must be used around all doors and vents

- Where masonry is used on the exterior walls, the masonry does not need to terminate at an inside corner – wrap and wing wall requirements have also been removed
- Roofs
 - Minimum pitch of 8/12
 - 30 year dimensional shingles
 - Roof overhangs shall be a minimum of 12 inches at the eaves and 3 inches at gable ends
- Fireplaces
 - All fireplace flues that protrude from the roof shall be enclosed in a chimney
 - Board has approved vinyl as exterior material on fireplaces
 - All direct vent fireplace flues that exit a wall shall be constructed to be flush with the exterior wall
- Garage
 - Attached
 - No less than 2 car, No more than 4
 - Raised panel doors that harmonize with design and material on dwelling
- Grading Plan must be signed off on before municipality approves plans, must adhere to the Master Grading plan
- Lamp posts
 - Each owner is required to purchase and install an 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 ¾” 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.
- Driveway
 - Design must be included in the Plans and Specs
 - Shall be located at least 5 feet from all side lot lines
 - Must be concrete, asphalt or brick pavers
 - Must be installed within 12 months of Occupancy Permit
 - No Flares or Slabs will be permitted
- Landscaping
 - Must be approved by the Review Board before installation
 - Must be completed w/in 12 months of Occupancy Permit
 - Seeding or sodding on all lawns on all front, side and rear yards
 - Installation of planting beds
 - 12 shrubs, trees or bushes planted in the front yard
 - 2 additional trees in the front yard having a minimum diameter at breast height of 2.5 inches at time of planting
 - For models, landscaping to be completed prior to the date that the home is open for showing to prospective buyers, weather permitting