

**ADDENDUM "A"**  
**FARMSTEAD CREEK HIGHLANDS**

Seller: Farmstead Creek Development, 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 shall be responsible for the annual association fee of \$300 (which will be prorated for the year of 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. Buyer hereby agrees to and shall release, hold harmless and indemnify Seller from and against any and all claims for the payment thereof. 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. A fee of \$275 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.

V. Real Estate Taxes and Assessments. Buyer is aware that the 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 any and all claims arising from Buyer's or Buyer's agents 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 no later than ten (10) business days prior to the Closing of this transaction. Buyer shall keep the Property free of any lien claims. The obligations of Buyer set forth in this provision shall survive the termination of this Offer.

VII. Buyer Reliance and Release. Buyer acknowledges that in purchasing the subject property, Buyer has relied and shall rely solely upon Buyer's own independent inspection and analysis of the property and conditions affecting the property and this transaction. Buyer hereby agrees to and shall release, hold harmless and indemnify Seller and Broker from and against 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 the Closing of this transaction, , whether disclosed in this agreement and/or which are discovered by or disclosed to Buyer (by Seller, by Broker or by any other third party) prior to said Closing Except as set forth elsewhere in this Offer, Buyer further acknowledges that Buyer has not requested Seller or Broker nor shall Seller or Broker have the obligation 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. GAP. GAP Insurance is not included. If Buyer chooses to have GAP coverage, Buyer will request the coverage and will pay the fee.

XII. Sidewalk Construction. Notwithstanding any document to which Seller is a party or language in this Offer to the contrary, Buyer hereby agrees to and shall (i) be responsible for the cost of the construction of the sidewalks appurtenant to the Property and (ii) release, hold harmless and indemnify Seller from and against any and all liability or claim whatsoever with respect to the construction thereof and the payment therefore.

XIII. Rules and Regulations. Buyer hereby acknowledges receipt of a copy of the current Rules and Regulations for Farmstead Creek Highlands Subdivision.

Seller:

FARMSTEAD CREEK DEVELOPMENT, LLC

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

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

BUYER:

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

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

**FARMSTEAD CREEK HIGHLANDS**

**ACKNOWLEDGMENT**

Seller "FARMSTEAD CREEK DEVELOPMENT, LLC" and Buyer "\_\_\_\_\_"  
acknowledge the following, as conditions of the purchase of the property known as Lot(s)  
\_\_\_\_\_ Farmstead Creek Highlands, Slinger, WI:

1. 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.
2. 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.

FARMSTEAD CREEK DEVELOPMENT, LLC (Seller)

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

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

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

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

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

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