

**Addendum A to the Offer to Purchase**

**Page 1 of 3**

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

1. Buyer is aware that the closing date may need to be extended due to weather conditions, supply delivery schedules, and any other items outside of the builder's control. Builder will notify Buyer with a written notice 5 days prior to any scheduled closing date should a delay occur. Buyer shall hold the Seller/Builder harmless should the Buyer incur any additional fees due to the delay.
2. Buyer is aware Builder/Seller is a state licensed Real Estate Agent/Broker.
3. Buyer has received a copy of the Declaration of Restrictions (if available for the chosen location) and they are made part of this Offer.
4. Buyer is aware the Seller will/has install(ed) a vent pipe into the build of the home, to be used with the other components installed by a radon remediation contractor. 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.
5. Valido Homes shall provide a 1-year home warranty to the Buyer at no cost. Warranty to comply with standards established in the most current Wisconsin Builder's Association Industry Quality Standards manual.
6. Buyer is aware that a Valido Home includes: sidewalk from the driveway to the front porch, driveway, egress window in the basement and stubbed 3rd bath in basement unless otherwise agreed to by all parties in writing.
7. If Buyer is requesting pricing for the upgrades, Buyer shall submit all requested upgrades to Seller in writing. Seller has 14 days from acceptance to deliver to Buyer requested pricing for upgrades. Buyer has 3 days from receipt of bids to deliver to Seller an amendment with all selected upgrades listed and the purchase price shall be changed to reflect all selected upgrades. Buyer has 14 days from acceptance of the amendment by all parties to deliver non-refundable earnest money to Seller.
8. Builder/Seller shall conduct a walk-through of the property with the Buyer on record and the agent (if any) assisting the Buyer, no sooner than 3 days prior to closing.
9. Buyer is aware that the builder and/or its contractors may have to return to the property post-closing to complete small items such as, but not limited to, touch-up paint on wall or trim, front door paint, fill nail holes, driveway installation, exterior work, etc. Builder will make best efforts to complete post-closing work as expeditiously as possible. However, based on availability of replacement material and subcontractors, some items may take anywhere from thirty (30) to one hundred eighty (180) days to fully get remediated.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

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10. Buyer is aware they are responsible for finish grading and seeding the lawn. Builder/Seller is delivering site at a 'rough finish grade' condition. Rough finish grade to be defined as redistributing all existing soils on site. Buyer is aware they are responsible for bringing site to a 'full finish grade' including lawn install and any landscaping. Buyer is aware that getting site to Buyer's desired final grade may require Buyer bringing in additional fill and/or topsoil to achieve Buyer's desired result. Buyer is aware that Builder/Seller makes no warranties on the lawn and/or landscaping.
11. Buyer is aware that if there is no or a small tax assessment on the Property at the time the Offer is accepted, there will be no tax proration at closing. Buyer is also aware that the Property may be reassessed after closing which will result in a potential real estate tax bill increase.
12. Closing on the Property is to occur once Builder/Seller is able to secure and deliver to Buyer an occupancy permit for the home being built on the Property. Buyer acknowledges that there most likely will be items that need to be completed post-closing of the Property, to include but not be limited to: final rough finish grade, sidewalk install, patio install (if applicable), driveway install, etc.
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 sizes, lot boundaries, elevations, grades, depictions of stone exteriors, landscaping objects, furniture, locations of public streets and other subdivision improvements, references to deed restrictions, etc. 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 provisions on this Addendum conflicts with the provisions of the approved form, the provisions of this Addendum shall control.
15. Appliances are the sole responsibility of the Buyer. Appliances shall be delivered to the Property post-closing. If appliances are required to be installed for appraisal purposes prior to closing, all liability is assumed by the Buyer. This liability includes, but is not limited to, delivery costs, and potential damage to the appliances or to the home resulting from the appliance, their installation, or their related fixtures regardless of whom may be involved in the events that led up to and/or caused the damage.
16. Buyer is aware that if Buyer(s) lender requires funds to be escrowed for any reason in a trust account that charges a fee, the Buyer will be responsible for all fees.
17. Buyer is aware that Buyer is not allowed on Property prior to closing. Buyer will be allowed **ONE** walk through of the Property after installation of drywall has been completed. Buyer **MUST** be accompanied by Buyer's agent and/or Builder/Seller and/or Builder/Seller's agent during walk through. Buyer acknowledges that Buyer will be considered trespassing if Buyer is on Property without getting Builder/Seller's consent.

Buyer Initials \_\_\_\_\_ Seller Initials \_\_\_\_\_

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**Legal Counsel:** The Buyer and Seller are advised to be represented by their attorney in the preparation and review of all legal documents associated with the purchase/sale of this Property.

**Entire Agreement:** This agreement constitutes the entire agreement between the parties and no modification shall be binding unless in writing and signed by all parties.

IN WITNESS WHEREOF, Seller and Buyer have caused this Addendum to be executed on the date written beside their respective signatures, to be effective as of the full executed date of the Offer.

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(Buyer's Signature)                      Date                      (Seller's Signature)                      Date

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(Buyer's Signature)                      Date                      (Seller's Signature)                      Date



## Things you need to know when buying a Valido Spec Home

1. **You are buying a "spec" home.** It is a predetermined home plan and lot that the builder owns. You can make some upgrades and have a few limited choices. If you decide to make substantial changes from Builder's predetermined choices, before any changes are made, non-refundable funds for the full cost of the design change and construction costs due to the change will be required.
2. **Start date of the build:** If your offer is accepted before the project is started, the builders will schedule the dig as soon as possible. They use subcontractors and must factor in things like the contractor's schedule and weather just to name a few. Permits also need to be applied for and site plans done. These things take time.
3. **Closing Date:** This is the date when the builders: have substantially completed the build, have been given an occupancy permit by the building inspector and are ready to close on the home with the buyer. If you (the buyer) are financing this purchase, your lender will more than likely require an appraisal to be completed prior to closing on the loan and possibly an inspection as well. Most lenders require the appraisal completion and inspection to occur after the home is substantially complete and builders are ready to close on the home. Therefore please be advised that the closing date that the builders can meet most likely WILL NOT coincide when your lender will be able to close on their loan with you. Typically the lender will be available to close on the loan within two weeks after the home is substantially complete and builder is ready to close on the sale. Please plan accordingly for this scheduling delay. The Closing date is also subject to change and most likely will change due to supply delays, contractor schedules, inspector's schedule, weather conditions, etc. The builder will notify you as early as possible regarding any potential Closing date delays.

# VALIDO HOMES

4. **Punch list items:** These are items that need to be taken care of post-closing. There most likely WILL be items that need to be addressed post closing. Valido will work with their contractors to repair these items as quick as possible. However, depending on the item needing addressing, this can sometimes take anywhere from 30 to 180 days. They may include but are not limited to blemishes in doors or cabinets, drywall and/or paint touch ups, nail holes being filled, driveway installation, etc.
5. **Buyer on Record and Communication:** The Builder will communicate with the Buyer on record or 1 (one) person selected by Buyer as their representative. If Buyer opts to select a representative, the reps name and contact information shall be given to the Seller via a notice to the Offer to Purchase. The Builder will communicate all items with Buyer on record or their representative on record. This will ensure communication is clean during the build and punch list item period of construction.
6. **Weather related delays:** We are building in the State of Wisconsin and weather related delays MOST LIKELY WILL happen on some/all components of your build. Extreme cold, frost, heavy thaw, heavy rain are a few of the more normal reasons that can cause a delay. The Builder accounts for a 'normal' amount of delays in the build process however abnormal conditions MAY cause further delay in some/all parts of the build process.

Buyer acknowledges that just because there may be several days/weeks of 'nice weather' does not mean that either the Property is ready for site work and/or that Builder's sub-contractors schedule allows for site work to be completed during a specific stretch of 'nice weather'.

Buyer also acknowledges that Builder's sub-contractors will NOT pour exterior concrete until sub-base (ground) temperatures reach 50 degrees. This WILL result in some concrete pours being delayed until temperatures allow for these conditions. Buyer also acknowledges that once temps

# VALIDO HOMES

reach minimum conditions their home's drive will be poured when sub-contractors schedule allows.

7. **Utilities** Upon closing Buyer will need to have utilities placed in their name which, with some utilities, requires the Buyer to contact the utility company to effectuate. If Buyer does not place utilities in Buyer's name within three days of closing/being delivered occupancy permit by Builder on Property, Buyer acknowledges that Builder will contact utility company to stop service in Builder's name. This will result in utility being shut off to the Property and utility company may charge a fee to reinstate service to the Property.

The builder would like to close as soon as possible, but they also ask for your patience in the building process and your understanding that some items are out of their control. Valido Homes strives to deliver a quality, affordable home to you as soon as they possibly can.

By signing below, you are agreeing that you have read and understand these items.

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Buyer Signature

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Buyer Signature

Louisa Highlands  
Declaration of  
Covenants

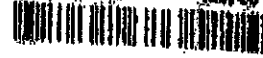
Document Number

DOCUMENT# 1095769  
Office of Registrar of Deeds  
Dodge County, Wisconsin  
RECEIVED FOR RECORD  
AUG. 31, 2007 AT 11:37AM

23

Chris Planasch

CHRIS PLANASCH - Registrar  
Fee Amount: \$23.00



Recording Area

Home and Return Address  
PHOENIX III LLC  
1013 N. S. 70 & T. ANDREWS CT  
MADISON FALLS WI. 53051

Face Identification Number (FIN)

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This information must be submitted by submitters: document title, name & return address, and FIN (if required). Other information such as the recording class, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, 89.43(2)(g).  
WRCAHB Rev. 1/8/2004

**LOMIRA HIGHLANDS**

**Declaration of Covenants, Conditions and Restrictions  
Lomira, WI**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS for Lomira Highlands,  
Lomira, WI is made this 21 day of April, 2007, by Blomberg III, LLC  
(Developer).**

**WHEREAS, Developer is the owner of \_\_\_\_\_ real property in Dodge County, Wisconsin, that will be  
developed as a residential subdivision, described as follows:**

Space for Legal Description

See ex. "A"

**NOW, THEREFORE, Developer declares that all of the property described in this instrument shall be  
held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions. The  
easements, restrictions, covenants and conditions shall run with the real property and be binding on all  
parties having any right, title or interest in it, their heirs, successors and assigns, and shall inure to benefit  
each owner.**

**1. Purpose.**

- a. **The purpose of these restrictions is to provide for the use of the property for attractive residential  
purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the  
property, and to maintain the desired tone of the community.**
- b. **These restrictions thereby provide to each site owner the full benefit and enjoyment of his or her  
home, with no greater restriction on the free and undisturbed use of the site than is necessary to  
insure the same advantages to the other site owners**

**2. Land Use and Buildings**

- a. **All lots will be used for single-family dwellings only, with the exception of Lots No. 1-6 and  
28-57, which will allow single family residential or duplex. No building shall be erected, altered,  
placed or permitted to remain on any lot other than one single family dwelling or duplex.**
- b. **All homes and duplexes shall not exceed two and one-half stories in height.**
- c. **All home and duplexes shall have a minimum an attached two-car garage but not more than a  
three car garage.**
- d. **All homes must have a roof with a minimum of 6/12 pitch.**



e. No building shall be moved onto any lot. Homes must be stick built on site. With approval of Developer, component walls may be used if they are completely open. Windows, insulation, wiring or drywall may not be attached to component walls prior to on site construction.

f. Landscaping shall be completed prior to occupancy per Village of Lomita ordinances. The Village's building inspector may defer this requirement for up to eight (8) months following occupancy.

g. Each lot owner is responsible for the cost of a concrete sidewalk and driveway to be installed prior to occupancy. Sidewalks shall be built to Village specifications. Any lot on which no dwelling has been constructed for a period of five (5) years after approval of the final plat shall have a sidewalk constructed along all street yards at the expense of the lot's owner.

h. Each lot has a 4-inch storm sewer. Each owner's sump pumps must be hooked up to this storm sewer. Homeowners must also hook up downspouts to this storm sewer.

### 3. Nuisances.

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

### 4. Signs.

No sign of any kind shall be displayed to the public view on any lot, except

a. One sign of not more than one (1) square foot for advertising or professional use

b. One sign of not more than eight (8) square feet used by a builder to advertise the property during the construction and sales period. Developer shall have the right to erect larger signs when advertising the subdivision, subject to approval by the Village.

### 5. Set-Backs

All buildings must be set back 30 feet from street right-of-way line and a minimum of 12 feet from each side lot line. Rear yard setback shall be a minimum of 25 feet

### 6. Basement and Garage Concrete.

All homes and garages shall have basements or standard four-foot masonry frost walls.

### 7. Completion.

Construction of all building structures must be completed within nine (9) months of initiation of construction. Construction initiates when building materials arrive on site or excavating begins. All homes and garages shall be completed before home is occupied in accordance with Village of Lomita ordinance.

### 8. Used Buildings.

No used buildings shall be moved onto any lot.

9. Easements.

Easements for the installation and maintenance of utilities and drainage facilities are reserved within the dedicated roadways, drainage ways and areas shown on the recorded plat.

10. Minimum Floor Plan Size.

The following shall be the minimum floor areas for homes to be constructed.

- a. The ground floor of a one-story house shall be a minimum of 1,400 square feet, exclusive of the garage.
- b. The ground floor of a one and one half, two or two and one half story house shall be a minimum of 1,000 square feet, exclusive of the garage. Total square footage of both floors shall be a minimum of 1,800 square feet.
- c. The ground floor of a split level, tri-level or quad shall be a minimum of 600 square feet. Above ground floor area shall be a minimum of 600 square feet and below ground floor area shall be a minimum of 600 square feet. Total finished floor space shall not be less than 1,400 square feet.
- d. Finished basements, garages, sun porches and open porches are not included in computing floor areas.

11. Minimum and Maximum Grades.

Finished grades have been established on the "Site Design Plan". All foundation grades must be adhered to. Grades will be given to the land purchaser at the time of the lot sale or by calling the Developer.

12. Fences and Walls.

Any fence erected or placed facing any street within the subdivision, or extended along the side of the lot toward the front or street side beyond the front wall of the residence, will not extend (4) feet in height and will be constructed of wood. Bollards or hedge fences are permitted facing any street to a maximum height of (4) feet. No metal yard fences are allowed. Any fence will need prior approval from the applicable board or committee of the Village of Lorica and the Developer. The Village and Developer will take into consideration the type of fence and the other property owner's concerns.

13. Pets, Livestock and Poultry

No animals, livestock poultry, fowl, reptiles or pigeons of any kind shall be raised or bred or kept on any lot with the exception of a dog or cat, which shall be limited in number to a total of two in any one household, or goldfish, a parakeet, or a hamster provided that said pets are not kept, bred or maintained for any commercial purpose. However, nothing contained herein shall be construed to permit the keeping of any dog, cat or other pet which shall in any way constitute a nuisance.

**14. Accessory Buildings.**

All accessory buildings must have at least 100 square feet of floor area and shall not exceed 170 square feet of floor area. Buildings must have a 4" concrete floor. The buildings shall be constructed of 2x4 construction, or equal, shingled roof with a minimum 4/12 pitch or gambrel type design with harmonious siding.

**15. Campers, Recreational Vehicles, Boats, Trailers and Garden Tractors.**

All of the aforementioned vehicles must be stored inside. No school buses, semi-tractors and/or trailers shall be parked anywhere within the boundaries of Lomira Highlands.

**16. Division of Lots.**

No lots shall be resubdivided to create a larger number of lots and not more than one residence shall be erected or constructed upon any lot.

**17. Out-Lots.**

The term "Out-Lots" should be deemed to include any out-lot held in individual fractional ownership by individual lot owners, as required by the provisions of any plat, certified survey map and/or subdivision approval, and any signage and/or landscaping easement established for the common benefit of lot owners.

Special assessments for maintenance on the storm water ponds may be required, for example, removing accumulated silt, and these special assessments would be apportioned equally against all lots whose drainage flows into that pond.

**18. Terms.**

The covenants and restrictions herein contained, shall be in effect until 10-1-16 after which time they shall be automatically extended for successive periods of ten (10) years unless an instrument terminating or reducing the term shall be executed and recorded in accordance with the requirements and procedures set forth in the following paragraph.

**19. Amendment.**

These covenants and restrictions, may be removed, modified, annulled, waived, changed and/or amended at any time and in any manner by a written declaration setting forth such amendment or changes which has been executed by the owners of at least 65% of the lots in said Plat, in such form as to entitle it to be recorded in the Register's Office for Dodge County, Wisconsin; provided, however that such amendment or changes to be effective shall require the written approval, in recordable form of the original platmen, so long as they own any of the lots in their Plat; further provided, however, that the written approval of owners shall not be required if the only lots they own are for their personal residential purposes. Any amendment shall also require approval by the Village of Lomira.

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20. Enforcement.

Enforcement of these covenants and restrictions shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, to restrain a violation or to recover damages. The Village of Lomira is not responsible for enforcement of these covenants.

21. Severability.

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any of the other provision, which shall remain in full force and effect.

This DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS is executed by PHOENIX III, L.L.C., the owner of Lomira Highlands. In addition to this document, we advise all interested parties to obtain a copy of all applicable Village Ordinances.

In WITNESS WHEREOF, the Developer has signed and sealed this instrument this 21 day of August, 2007.

PHOENIX III, L.L.C.

By: [Signature] President

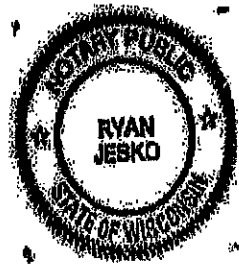
By: [Signature] Secretary

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State of Wisconsin )  
                                  : ss  
County of Dodge )

Personally came before me this 21st day of August, 2007, the above named Maebred Knell and Rudolph Zeller to me known to be the persons who executed the foregoing instrument, and acknowledged the same and acknowledged that they executed the same of the said corporation, Phoenix III, L.L.C., by its authority.

[Signature]  
Notary Public Dodge County, WI  
My commission 5/14/07



Ex. "A"

SURVEYOR'S CERTIFICATE

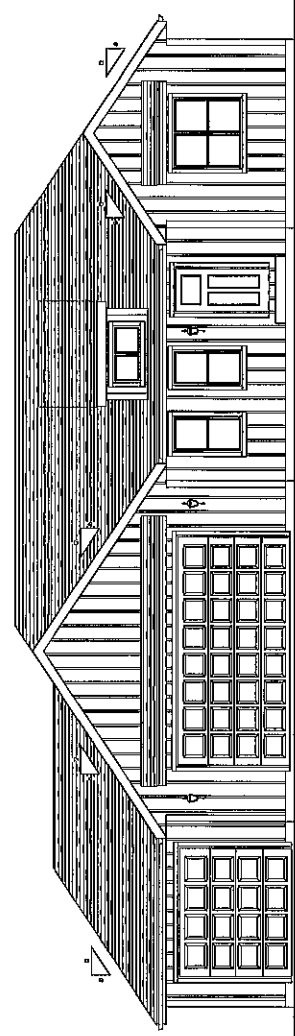
I, Eric R. Otto, Registered Land Surveyor, hereby certify:

That I have surveyed, divided, and mapped the plat of Lomira Highlands, being a part of Lot 5, Certified Survey, Map No. 5143, recorded in Volume 33, Page 185, Certified Survey Maps, Dodge County Register of Deeds Office, being a part of the Northeast 1/4 of the Northeast 1/4 and part of the Northeast 1/4 of the Northeast 1/4 of Section 15, T. 13 N., R. 17 E., Village of Lomira, Dodge County, Wisconsin and more particularly described as follows:

Commencing at the Northeast corner of the Northeast 1/4 of said Section 15; thence South 00°-20'-05" East along the East line of the Northeast 1/4 of said Section 15, 1321.04 feet; thence North 89°-51'-05" West along the South line of the North 1/2 of the Northeast 1/4 of said Section 15, 874.73 feet to the point of beginning; thence continuing North 89°-51'-05" West along said South line, 1150.65 feet; thence North 00°-34'-35" West, 218.02 feet; thence South 89°-51'-05" East, 44.88 feet; thence North 00°-34'-35" West, 145.01 feet; thence South 89°-51'-05" East, 100.01 feet; thence North 00°-34'-35" West, 348.05 feet; thence South 89°-51'-05" East, 100.01 feet; thence North 00°-34'-35" West, 200.02 feet; thence South 89°-51'-05" East, 70.01 feet; thence North 00°-34'-35" West, 150.01 feet; thence South 89°-51'-05" East, 840.05 feet; thence South 00°-34'-35" East, 574.07 feet; thence South 89°-51'-05" East, 124.13 feet to a point on the West Right of Way line of Richard Street; thence South 00°-57'-25" East along said West Right of Way line, 591.04 feet to the point of beginning and containing 21.32 acres (220,010 sq. ft.) of land more or less.

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That I have made such survey, land division, and plat by the direction of Phoenix III, LLC, owners of said land. That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made. That I have fully complied with the provisions of Chapter 230 of the Wisconsin Statutes and the Subdivision Ordinance of the Village of Lomira in surveying, dividing, and mapping the same.

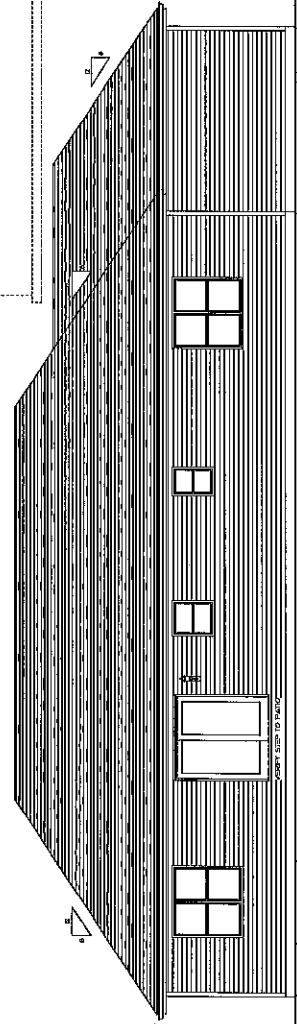
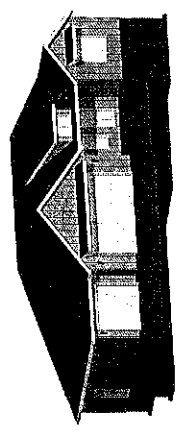


FRONT ELEVATION  
 SCALE: 1/8" = 1'-0"

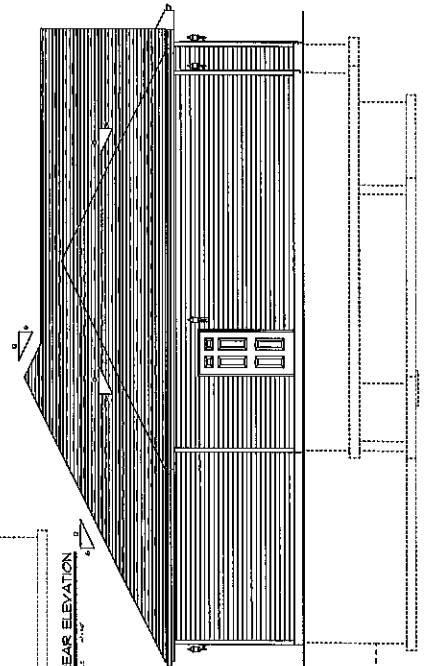
**GENERAL NOTES:**

- 1. APPROVE SHOWN ELEVATION AND ARCHITECTURAL DETAILS. THE CONTRACTOR SHALL VERIFY ALL DETAILS, FIELD CONDITIONS AND DIMENSIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. ALL CONSTRUCTION IS IN ACCORDANCE WITH ALL STATE AND LOCAL CODES.
- 2. ALL STRUCTURAL MEMBERS ARE FOR INFORMATION ONLY AND ARE THE RESPONSIBILITY OF THE CONTRACTOR. TO VERIFY ALL STRUCTURAL MEMBERS TO MEET ALL STATE AND LOCAL CODES, THE CONTRACTOR SHALL CONSULT WITH A REGISTERED PROFESSIONAL ENGINEER.
- 3. ALL EXTERIOR DIMENSIONS ARE TO FACE OF MATERIALS UNLESS NOTED OTHERWISE.
- 4. ALL INTERIOR DIMENSIONS ARE TO FACE OF STUDY. CONTRACTOR TO VERIFY MANUFACTURER'S AND ASSESS TO MEET ALL CODE REQUIREMENTS. MANUFACTURER, SUPPLIER AND VENDOR ARE COMPANIES REPRESENTED IN THESE PLANS AND SYSTEMS ARE COMPANIES REPRESENTED IN THESE PLANS AND SYSTEMS. CONTRACTOR TO VERIFY ALL DIMENSIONS AND MATERIALS TO MEET ALL CODE REQUIREMENTS AND ACCORD TO LOCAL CODES.
- 5. FULLY UNDERSTAND AND ACCEPT LOCAL ZONING, HOUSING PLANS AND REGULATIONS.

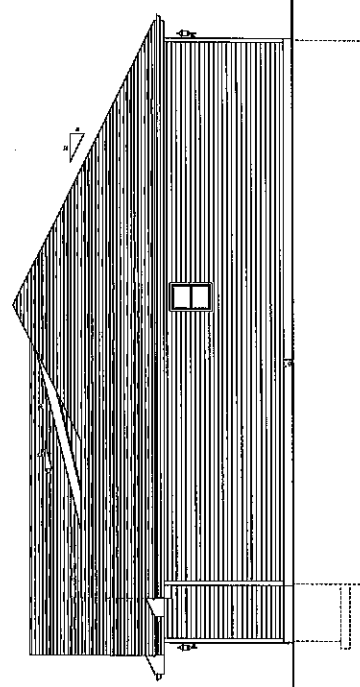
ARCHITECT	DATE
ENGINEER	DATE



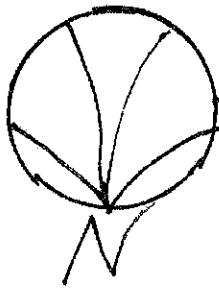
REAR ELEVATION  
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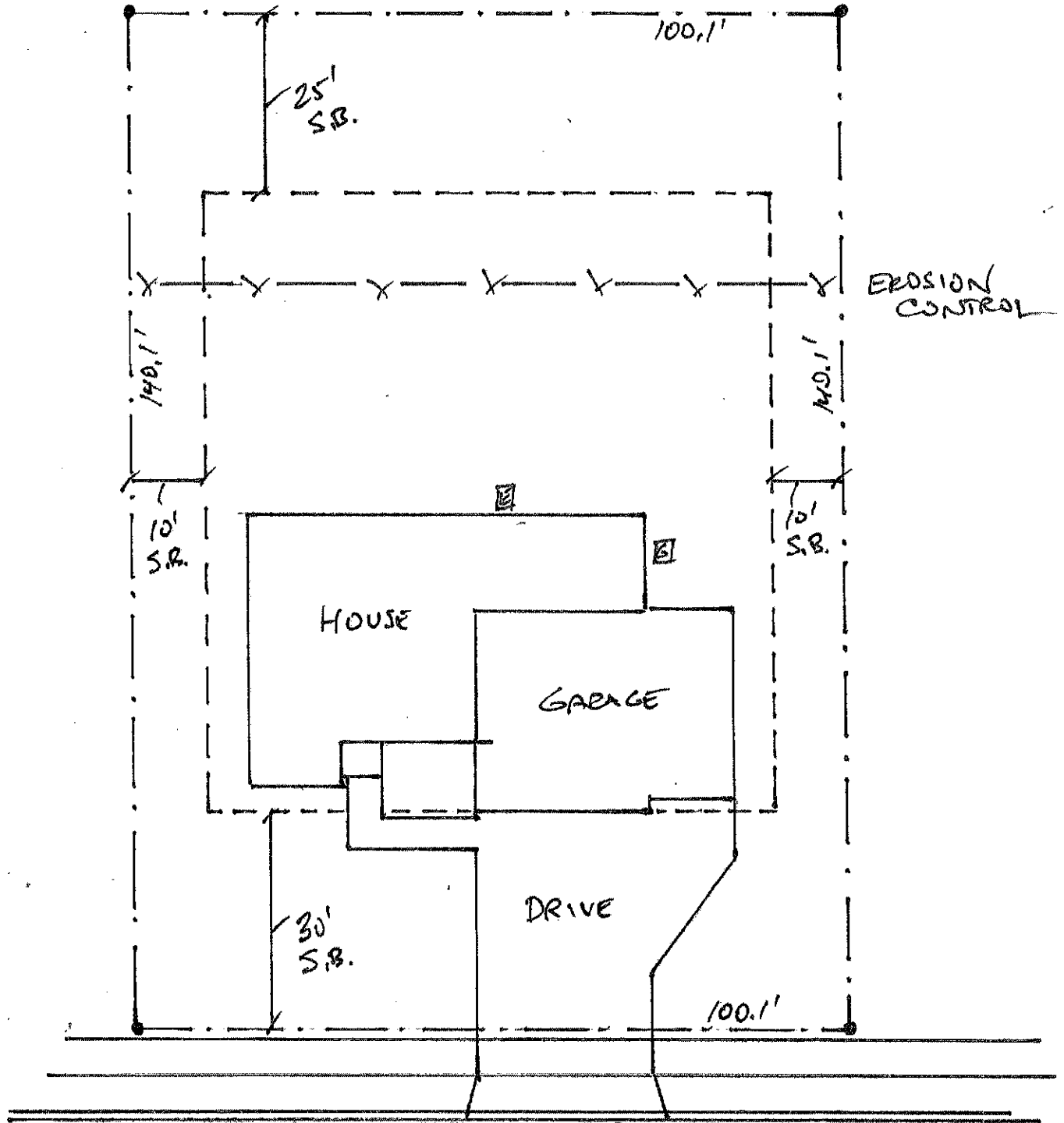
LEFT ELEVATION  
 SCALE: 1/8" = 1'-0"



RIGHT ELEVATION  
 SCALE: 1/8" = 1'-0"



VALIDO HOMES, INC.  
965 QUAIL, LOMIRA



QUAIL

