

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, stubbed 3rd bath, final grade and seed 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, lawn installation, 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 _____

Addendum A to the Offer to Purchase

Page 2 of 3

10. Buyer is aware that Builder/Seller makes no warranties on the lawn. Buyer is also aware they are responsible for watering and maintaining the lawn after closing.
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 grade, lawn/landscape install (if applicable), 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 unless Buyer and/or Buyer's agent notifies Builder/Seller that Buyer would like to walk through the Property. 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 _____

Addendum A to the Offer to Purchase

Page 3 of 3

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.

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

(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 major structural changes, before any changes are made, non-refundable earnest money 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.

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4. **Yard install:** may take up to 1 year after closing. This is due to weather conditions and schedules. Rest assured it will get done as soon as the builder and/or the builder's contractors can possibly get it done. Builder is ONLY responsible for the initial seeding and strawing of the lawn and does not guarantee the appearance of the lawn. It is your responsibility to care for the lawn after closing to insure its successful growth. That responsibility may include one or several overseedings of the lawn to insure proper grass growth.

Many factors contribute to a successful lawn installation with ideal weather conditions being the biggest unmanageable element. The builder has no control over heavy rain (which could either wash away the seed or oversaturate the seed leading to seed rot) or a severe lack of rain (which could cause the grass seed to die). Therefore one or more overseedings by you may be required to achieve the lawn you want. Lawns can take anywhere from one to two full growing seasons to get fully established.

To help achieve the lawn you want you should seek the advice of a landscape professional. Maintenance you most likely will need to perform on your lawn to achieve desired appearance/thickness are as follows: adequate fertilization, routine mowing, aeration to alleviate thatch and compaction problems and weed control. Builder does not warranty the lawn as the success of the lawn is dependent on too many factors outside of the builder's control.

5. **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, lawn and/or driveway installation, etc.

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6. **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.
7. **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 reach minimum conditions their home's drive will be poured when sub-contractors schedule allows.

8. **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

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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.

Buyer Signature

Buyer Signature