

Addendum "A"
Ironwood

Seller: Ironwood Sun Prairie, 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 Protective Covenants and Restrictions. Buyer acknowledges that prior to the execution of this Offer, Buyer has received and reviewed the Declaration of Protective Covenants, Conditions, Restrictions and Easements for the Subdivision (the "Protective 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 Protective Covenants. Buyer understands that the Protective Covenants may be subject to further amendment before or after closing, in accordance with the amendment provisions set forth in the Protective Covenants.

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 annual association fee is \$240 (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. 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. Utility Availability. Buyer is aware that Frontier Communications has not prewired Phases III and IV of Ironwood Estates. Seller makes no representation as to availability and/or timing of services offered by Frontier Communications in Ironwood Estates.

V. Mailbox and Lamppost. A fee of \$350 will be collected by the Declarant at each Lot closing for installation of a mailbox for each unit (duplexes are counted as two units). The Declarant 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. To provide continuity throughout the lots, each owner of a single-family lot shall install a post light in accordance with specifications to be provided by the Design Review Committee. The owner shall request the specifications from the Committee prior to purchasing a post light. Any exterior lighting installed on a lot shall either be indirect or of such controlled focus and intensity that the lighting will not disturb the owners of adjacent lots. All exterior lighting shall meet City standards.

VI. 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.

VII. 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.

VIII. 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.

IX. Building and Site Development Requirements. Buyer acknowledges receipt of the Building and Site Development Requirements per the Protective 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.

X. 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.

XI. 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.

XII. 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.

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

Seller:
Ironwood Sun Prairie, LLC

By: _____ Date: _____
Matt K. Neumann, President, Neumann Companies, Inc. Sole Member

Buyer Date: _____

Buyer Date: _____

Ironwood Estates

ARCHITECTURAL REVIEW FORM

Name: _____ Lot #: _____

Present Address: _____

Home Phone: _____ Work Phone: _____ Email: _____

Builder: _____

A. Please supply two complete sets of house plans showing all exterior details, materials, materials mfg., style, type, and colors used for the following:

Exterior siding: _____ Exterior Brick/Stone: _____

Roof: _____ Exterior Trim: _____

Soffit: _____ Fascia: _____

Front Entrance Door: _____ Overhead Garage Door: _____

Gutter/Downspouts: _____ Shutters: _____

Wood Trim Color: _____ Wood Wrap Color: _____

B. Please supply two site plans to scale detailing the location of the following:

- House and driveway on the lot showing the setbacks and lot grades.
- Landscaping
- Retaining walls
- Other features pertinent to your plan
- Elevation drop, (from top of the foundation wall to the top of the street curb)

As Lot Owner, I/We agree to have my/our house built according to the plans and information herein submitted.

It is agreed and understood that Purchaser and Builder understand the recorded Restrictions and Covenants for Ironwood Subdivision including, but not limited to, landscaping and driveway requirements.

By approval of the plans submitted to the Developer, Developer shall be responsible for obtaining any approval necessitated Town and County ordinances and the Developer will not give any opinion nor make any representation as to soil conditions; that the building built pursuant to the plans will be structurally sound; or that the plans or site plan meet any town, county, or state codes or ordinances. Developer shall not have any liability to any builder or lot owner with respect to the construction of the materials used in any building on a lot within a plat. It shall be the Builder and Lot Owner's sole responsibility to obtain all permits for the construction of any improvements on a lot in the plat.

I agree to have my house built according to the plans and information herein submitted.

Presented By: _____

Accepted By: _____

Lot Owner's Signature

Date

Developer

Date

Please submit to:
Ironwood Architectural Control Committee
C/O Neumann Companies, Inc.
2601 Crossroads Drive, Suite 140
Madison, WI 53718
608.661.1100 Fax: 608.661.1110