

**KEGONSA  
BUILDERS  
INCORPORATED**

**ADDENDUM G –Drumlin Addition to Alpine Meadows**

ADDENDUM TO OFFER TO PURCHASE DATED \_\_\_\_\_, FOR PROPERTY LOCATED AT \_\_\_\_\_  
AND SIGNED BY \_\_\_\_\_

1. The principals of Kegonsa Builders, Inc. (Kegonsa) are licensed real estate brokers in the State of Wisconsin.
2. Buyer and Kegonsa agree to meet within seven (7) days of acceptance of this offer and at that meeting Kegonsa will provide Buyer with the specifications for the completion of construction. This offer is contingent upon said specifications not being disapproved by Buyer. This contingency shall be considered waived in the event that Buyer does not within ten (10) days of acceptance provide Kegonsa with written notice that said specifications are disapproved.

OR (strike one)

Buyer agrees to execute a building contract with Kegonsa for a \_\_\_\_\_ at the location as specified herein, within thirty (30) days of acceptance of this offer. In the event that said building contract is not so executed, this offer shall be null and void.

Buyer acknowledges that in the event Buyer provides construction financing for said building contract, Buyer will pay a \$10,000 nonrefundable down payment to Kegonsa prior to commencement of construction, which shall occur within thirty (30) days of Buyer's satisfaction of all contingencies.

Buyer acknowledges that in the event Kegonsa provides construction financing for said building contract, Buyer will pay a \$10,000 nonrefundable down payment to Kegonsa prior to commencement of construction, which shall occur within thirty (30) days of Buyer's satisfaction of all contingencies. Further, Buyer agrees that all changes to the construction plans and specifications, as well as all preference selections (colors, materials, etc.) are subject to the approval of Kegonsa.

3. Buyer's authorizes Buyer's lender to disclose to Kegonsa or its representative the status of Buyer's mortgage loan application.
4. Buyer agrees to conduct an inspection of property with Kegonsa upon completion of construction prior to closing.
5. Buyer acknowledges receipt of the Kegonsa Customer Service Plan and Limited Warranty (Strike A or B) ( A.) and is satisfied with same (B.) and this offer is contingent upon Buyer approval of same. This contingency shall be considered waived in the event that Buyer does not within five (5) days of acceptance of the offer provide Kegonsa with written notice that said Customer Service Plan and Limited Warranty are disapproved.
6. Buyer acknowledges receipt of construction specifications for subject property (Strike A or B) (A.) and is satisfied with same (B.) and this offer is contingent upon Buyer approval of same. This contingency shall be considered waived in the event that Buyer does not within five (5) days of acceptance of this offer provide Kegonsa with written notice that same is disapproved.
7. Buyer agrees that the direction and supervision of all construction personnel, including subcontractors, rest exclusively with Kegonsa. Further, Buyer agrees not to negotiate additional work with said personnel and subcontractors without the written consent of Kegonsa.
8. Buyer shall be responsible for landscaping requirement per Covenants and Restrictions.
9. Buyer acknowledges that Wisconsin law contains important requirements you must follow before you may file a lawsuit for defective construction against the contractor who constructed your dwelling or completed your remodeling project or against a window or door supplier or manufacturer. Section 895.07(2) and (3) of the Wisconsin statutes requires you to deliver to the contractor a written notice of any construction conditions you allege are defective before you file your lawsuit, and you must provide your contractor or window or door supplier or manufacturer the opportunity to make an offer to repair or remedy the alleged construction defects. You are not obligated to accept any offer made to repair or remedy the alleged construction defects.

Buyer acknowledges receipt of a brochure prepared by the Wisconsin Department of Commerce regarding the above described "Right to Cure Law" and is satisfied with same.

10. Kegonsa has not tested subject property for radon gas or other substances and thus makes no warranty or representation as to the presence of such. Buyer shall be responsible for any and all remedial action in the event that radon gas or other substances are found in excess of acceptable levels established by the controlling governmental agencies.
11. No changes in the plans and specifications are to be made without a Change Order signed by Buyer and Kegonsa prior to the work related to said change being commenced. Said Change Order to describe change, addition, or deletion and the corresponding extra charge or credit. Extra charges and credits are to be reconciled at closing, however, Kegonsa reserves the right to require payment in advance for extra charges.

There shall be no fee for the first change order. However, each subsequent change order shall be subject to a \$100.00 fee. There shall be no change orders within thirty (30) days completion/closing date.

12. Until such time that all contingencies contained in said offer are satisfied, Kegonsa shall complete all remaining preference selections (colors, materials, etc.) and Buyer agrees to accept same. At such time said all contingencies are satisfied, Buyer shall have the right to complete all remaining preference selections. Buyer agrees to complete all preference selections by the dates set forth by Kegonsa. In the event that Buyer does not comply with said dates, Kegonsa will have the right to complete said selections on behalf of the Buyer and Buyer agrees to accept such without prejudice.

ADDENDUM G – Drumlin Addition to Alpine Meadows (Continued)

- 13. Kegonsa will complete construction in order for the house to be reasonably fit for occupancy on or before the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, unless prevented by strikes, accidents, weather, delays in Buyer preference selections, unavailability of Buyer preference selections or other reasonable causes, in which case the date of occupancy shall be extended for a reasonable period of time.
- 14. It is agreed that Buyer shall not be entitled to occupancy of the premises unless and until the aforesaid contract sum, adjusted as to additions and credits, has been paid to Kegonsa in full.
- 15. Additional Drumlin Addition to Alpine Meadows Disclosures:

Buyer acknowledges receipt of Second Amendment to and Restatement of Declaration of Covenants and Restrictions for Drumlin Addition to Alpine Meadows, Village of Oregon, Dane County, Wisconsin (Strike A or B) (A.) and is satisfied with same. (B.) and this offer is contingent upon Buyer approval of same. This contingency shall be considered waived in the event that Buyer does not within five (5) days of acceptance of this offer provide Kegonsa with written notice that same is disapproved and this offer is null and void. Said notice to identify those covenants, restrictions or rules of which Buyer had no actual knowledge or written notice at the time of submitting this offer that will impose costly or burdensome duties or obligations on Buyer, or would prohibit or substantially restrict the legal uses of this property intended by Buyer.

Buyer acknowledges receipt of First Amendment to and Complete Restatement of Declaration of Easement for Private Road and Public Utilities (Strike A or B) (A.) and is satisfied with same. (B.) and this offer is contingent upon Buyer approval of same. This contingency shall be considered waived in the event that Buyer does not within five (5) days of acceptance of this offer provide Kegonsa with written notice that same is disapproved and this offer is null and void. Said notice to identify those provisions of which Buyer had no actual knowledge or written notice at the time of submitting this offer that will impose costly or burdensome duties or obligations on Buyer, or would prohibit or substantially restrict the legal uses of this property intended by Buyer.

Buyer acknowledges receipt of Agreement to Provide Reciprocal Access and Utility Easements (Strike A or B) (A.) and is satisfied with same. (B.) and this offer is contingent upon Buyer approval of same. This contingency shall be considered waived in the event that Buyer does not within five (5) days of acceptance of this offer provide Kegonsa with written notice that same is disapproved and this offer is null and void. Said notice to identify those provisions of which Buyer had no actual knowledge or written notice at the time of submitting this offer that will impose costly or burdensome duties or obligations on Buyer, or would prohibit or substantially restrict the legal uses of this property intended by Buyer.

Buyer acknowledges receipt of By-Laws of Drumlin-Prairie Grass Homeowners Association, Inc. (Strike A or B) (A.) and is satisfied with same. (B.) and this offer is contingent upon Buyer approval of same. This contingency shall be considered waived in the event that Buyer does not within five (5) days of acceptance of this provide Kegonsa with written notice that same is disapproved and this offer is null and void. Said notice to identify those provisions of which Buyer had no actual knowledge or written notice at the time of submitting this offer that will impose costly or burdensome duties or obligations on Buyer, or would prohibit or substantially restrict the legal uses of this property intended by Buyer.

Buyer acknowledges that lands to the north of the Drumlin Addition to Alpine Meadows may be developed as the Prairie Grass Addition to Alpine Meadows and those lot owners will be members of the Drumlin-Prairie Grass Homeowners Association. Buyer acknowledges receipt of a concept plan for the Prairie Grass Addition to Alpine Meadows and is satisfied with same. The Prairie Grass Addition appears in a gold color. The Drumlin Addition to Alpine Meadows appears in a green color.

Buyer acknowledges that mailboxes for Lots 5-14, Drumlin Addition to Alpine Meadows, will be located on the east side of Drumlin Circle, except mailboxes for Lots 5 and 14 will be located on Drumlin Drive if the driveway/address is on Drumlin Drive.

Buyer acknowledges receipt of an Anticipated Budget and Monthly Association Dues for the Drumlin-Prairie Grass Homeowners Association, Inc., and is satisfied with same.

- 16. The terms and conditions of this addendum supersede any of such in the above referenced offer to purchase.

OTHER \_\_\_\_\_  
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By signing below, the buyer and Kegonsa acknowledge review and receipt of this Addendum.

\_\_\_\_\_  
 Buyer

\_\_\_\_\_  
 Buyer

\_\_\_\_\_  
 KEGONSA BUILDERS, INC.