

**KEGONSA  
BUILDERS  
INCORPORATED**

**ADDENDUM G – Swan Creek of Nine Springs**

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 restrictions and covenants that may affect subject premises (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 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.
8. Buyer agrees to be responsible for cost of trees that may be planted by the municipality in the street terrace.
9. 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.
10. Buyer acknowledges that this property may be subject to plat restrictions and covenants that contain certain landscaping requirements. It is agreed that Buyer is solely responsible for such requirements.
11. 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.

12. 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.
13. 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.

**ADDENDUM G – Swan Creek of Nine Springs (Continued)**

- 14. 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.
- 15. 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.
- 16. 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.
- 17. Additional Swan Creek of Nine Springs Disclosures

Buyer acknowledges that Outlots 4, 8, 19, 20, 21, 24, 29, 31, 32, 34, 36, 37 and 38 are dedicated to the City of Fitchburg for parks, environmental corridors, public purposes and storm water management and will be available for the general public's use. For further information about these lots, Buyer is encouraged to contact the Park's Director at the City of Fitchburg, at 608-275-7141.

Buyer acknowledges that Lacy and Syene Roads may be widened to four (4) lanes. For further information about future expansion of these roads, Buyer is encouraged to contact the Public Works Department at the City of Fitchburg, at 608-270-4200.

Buyer acknowledges that Outlots 16, 18, and 25 are planned for medium density condominium (up to 140 units).

Buyer acknowledges that Lots 109 and 110 are planned for high-density condominium (up to 100 units).

Buyer acknowledges that Lot 108 is planned for high-density condominium (The Gardens of Swan Creek, 92 units).

Buyer acknowledges that Lots 112, 113, 115 and 116 are planned for high-density condominiums (up to 128 units).

Buyer acknowledges that Lot 111 is planned for high-density apartments (up to 56 units) with potential retail use.

Buyer acknowledges that Lot 117 is planned for apartments and/or office and/or retail and/or civic use.

Buyer acknowledges that Lots 109, 110, 111 and 117 may have a shift in unit numbers between condominiums and apartments depending on final build-out (i.e. Lots 109 and 110 may not build the full amount of 100 condominium units, therefore, Lot 117 may pick up the difference in units for potential apartments).

Buyer acknowledges that Lot 114 is high-density condominium (Aster Meadows, 21 units).

Buyer acknowledges that land north of Lots 25-30, the land west Big Bluestem Parkway (Second and Third Additions) and land north of Lots 252-262 (Buttonbush Addition) is owned by Wisconsin Department of Natural Resources and may be utilized as hunting lands.

Buyer acknowledges that subject property is in the Madison School District.

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

OTHER \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Buyer

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