

**KEGONSA
BUILDERS
INCORPORATED**

ADDENDUM G – The Estates at Patrick Marsh

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 – The Estates at Patrick Marsh (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 Disclosures for The Estates at Patrick Marsh

Buyer is encouraged to review the Protective Covenants for The Estates at Patrick Marsh, specifically provision 2 (b) (IV) regarding the design and location of the garage, as well as the amendment to said covenants regarding stormwater runoff via downspouts.

Buyer acknowledges receipt of a plat map of The Estates at Patrick Marsh. Outlots 1 and 2 have been dedicated to the public for stormwater management, street and bicycle path purposes. No mowing shall be allowed on Outlot 1, as the area will be managed for stormwater purposes with tall vegetation. Outlot 2 shall be used as a viewshed, bicycle path and open space. Buyer is encouraged to contact the City of Sun Prairie for information regarding said outlots.

Buyer acknowledges receipt of map identifying The Estates at Patrick Marsh, as well as nearby properties owned by the National Heritage Land Trust (NHLT) and Department of Natural Resources (DNR). Buyer is encouraged to contact NHLT Director, Jim Welsh (258-9797), for information regarding said NHLT property.

- 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.