

***Homestead Acres Subdivision  
Exhibit "A" to Offer to Purchase***

PURCHASER NAME(S): \_\_\_\_\_  
OFFER TO PURCHASE DATE: \_\_\_\_\_  
PROPERTY ADDRESS: Lot # \_\_\_\_\_, HOMESTEAD ACRES SUBDIVISION

The following items are added to and made a part of the Offer to Purchase as described above:

- 1) Purchasers have received a copy of the Restrictive Covenants for Homestead Acres Subdivision and the By-Laws for the Homestead Acres Homeowner's Association and agree to abide by same. Buyer is instructed to consult "Section V. Architectural Control Committee and Section VI. Dwelling Quality" for Architectural Control requirements.
- 2) DISCLOSURE: Raymond C. Leffler, owner of The Newport Group, Ltd., Newport Builders, Inc., and Newbrook Homes, Inc. is a licensed Wisconsin Real Estate Broker and is the owner and developer of Homestead Acres Subdivision.
- 3) Buyer acknowledges that ownership of a lot in the Homestead Acres Subdivision includes a 1/21st interest in the Homestead Acres Homeowner's Association and agrees to abide by the Bylaws for said association, a copy of which buyer acknowledges receipt of. Buyer acknowledges that the Homeowner's Association has levied an initial annual assessment against the individual lots for such items as cul-de-sac and landscaping maintenance, outlot maintenance, insurance for outlots, maintenance of ponds and compliance with the Stewardship Plan affecting Outlot 2. The initial annual fee of \$595.00 covers January 1 through December 31 of each year. The association fee shall be prorated from the day of closing through the end of the year and the prorated amount shall be charged to buyer.

At closing, buyer acknowledges a charge of \$500.00 per lot to be deposited to the Homeowner's Association as a reserve start-up fund. This is a one time charge due only upon the original sale of the lot and does not apply to lots being re-sold by the owner.

All funds collected for the reserve start-up fee and prorated association fees shall be deposited into the Homestead Acres Homeowner's Association checking or savings account for the use of the Association.

- 5) Buyer is aware that the United States Postal Service has determined that the Subdivision will be serviced with a Community Mailbox. Developer will provide and install the Community Box as required by the U.S. Postal Service. At the time of closing, buyer shall be charged an amount of \$500.00 for the mailbox and installation. This charge is only applicable on the sale of the lot from the Developer to the initial purchaser and is non-refundable. At closing, the initial buyer of the lot will be provided with two (2) keys for their mailbox. Buyer is responsible for the transfer of the mailbox keys to any future purchaser. Developer does not retain any keys once the lot has been sold. Replacement keys are available through the United States Postal Service and the cost for replacement shall be borne solely by the buyer. Maintenance, repair and/or replacements of the mailbox shall be the responsibility of the Homeowners Association.
- 6) Buyer hereby acknowledges the Village of Caledonia requires the installation of a street tree on each and every lot within the Homestead Acres Subdivision. A copy of the Village of Caledonia approved street tree list is included with the disclosure materials provided to buyer prior to, or at the time of signing this Offer to Purchase. To guarantee the installation of the street tree as required by the Village, Buyer shall deposit with the Developer the sum of \$350.00 per lot. At such time as the street tree has been planted, Buyer shall, in writing, request the release of the Street Tree Deposit from the Developer. The Developer shall inspect the property to verify the installation of the Street Tree. Upon verification by the Developer, the Developer shall release the Street Tree Deposit to the owner of the lot. Disbursement of Street Tree Deposit to any person other than the owner of the lot will not be permitted. Said disbursement of the Deposit shall be completed within 30 days of the Developer's receipt of the request for the release of the deposit. See Section XXXIV of Restrictive Covenants regarding disbursement of deposit.
- 7) Buyer is aware that all of Outlot 2, as shown on the final plat for Homestead Acres, is covered by a Preservation Easement entered into by the Developer with the Village of Caledonia to protect environmentally sensitive areas located within the Outlot. In addition, Developer has contracted with Heartland Ecological Inc. to implement a Stewardship Plan for Outlot 2 for a period of three (3) years. The fee for the entire plan, covering the initial three (3) years, has been paid by the Developer. Buyer acknowledges that a portion of the reserve start-up fund outlined in Paragraph 3 above will be used at the end of the three (3) year term to renew the monitoring requirements outlined in the Preservation Easement, whether with Heartland Ecological Group, Inc. or a different firm approved by the Village of Caledonia. Buyer hereby acknowledges receipt of a copy of the Preservation Easement and Stewardship Plan for all Outlot 2.

- 8) Buyer is aware of the Turn Around Tee located at the west end of Farm Meadow Road. Buyer acknowledges that the Turn Around Tee is for the use of the municipality for maintenance and emergency vehicles as well as the public for turning around since Farm Meadow Road has no exit other than Dunkelow Road. Buyer is aware this area is not to be used for any other purpose including parking or storage. Any parking within this Turn Around Tee may result in the vehicle being ticketed and towed at owners expense.
- 9) Lots 1, 7, 8 and 21 have no vehicular access to Dunkelow Road as shown on the Final Plat for Homestead Acres.
- 10) Lots 9 through 18 have all, or parts, of the lot located within the 300' Shoreland Jurisdictional Limits and will require a Shoreland Permit at the time a building permit is applied for. This permit is available through Racine County and shall be buyers expense.
- 11) Buyer is urged to review all three (3) pages of the final plat as not all easements or restrictions are shown on all pages. If buyer has any questions or concerns regarding any easements or restrictions affecting the lot being purchased, Buyer shall inquire with the Realtor (if any) and the Developer for clarification.
- 12) While there is no time frame required for which construction on the lot must begin, the Developer has priced the lots in the subdivision assuming that construction will take place within five (5) years from the date of completion of the subdivision. That time frame allows the Developer to receive a rebate from the utility company for a portion of the cost to install the utilities to the properties. The receipt of the rebate is calculated into the price of the lot, however, if construction does not occur within the five year time line, the rebate is forfeited. Therefore, at the time of closing, buyer shall deposit with developer the sum of \$3,235.00 which reflects the current value of the per lot rebate due for gas and electric installation. The developer shall refund the deposit upon receipt of the rebate from WE Energies. Refund shall be paid only to the lot owner at the time construction commences. In the event construction does not begin within the five year time period, the deposit shall be automatically forfeited.
- 13) **DISCLOSURE FOR BUILDERS AND/OR RE-SALE: ALL TERMS AND CONDITIONS CONTAINED WITHIN THIS EXHIBIT A MUST BE PROVIDED TO THE END PURCHASER. IT IS THE BUILDER'S SOLE RESPONSIBILITY TO PROVIDE THIS INFORMATION TO THE PURCHASER OF A "READY BUILT" OR "SPEC" HOME WITHIN THE SUBDIVISION. BUILDERS FAILURE TO PROVIDE THIS INFORMATION SHALL IN NO WAY RELIEVE THE BUILDER, OR THE BUILDER'S BUYER, OF THE RESPONSIBILITIES CONTAINED HEREIN. BUILDER SHALL PROVIDE ALL BUYER'S WITH THE COMPLETE LIST OF MATERIALS AS SHOWN IN PARAGRAPH 15 BELOW. IN THE EVENT BUILDER'S BUYER CONTACTS THE DEVELOPER FOR COPIES OF THE INFORMATION DUE TO BUILDER'S FAILURE TO PROVIDE, DEVELOPER SHALL PROVIDE THE INFORMATION TO BUILDER'S BUYER AT A COST OF \$100.00 TO THE BUILDER.**

- 14) BUYER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING DOCUMENTS AND DISCLOSURES, WHICH ARE ATTACHED HERETO AND MADE PART OF THIS OFFER TO PURCHASE:

PRESERVATION EASEMENT FOR OUTLOT 2

STEWARDSHIP PLAN FOR OUTLOT 2

RESTRICTIVE COVENANTS FOR HOMESTEAD ACRES SUBDIVISION

HOMEOWNER'S ASSOCIATION BYLAWS FOR HOMESTEAD ACRES SUBDIVISION

PAGES 1 THROUGH 3 OF THE HOMESTEAD ACRES SUBDIVISION FINAL PLAT

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE BUYER IS ENTERING INTO THIS AGREEMENT BASED ON THE WRITTEN DOCUMENTS AND DISCLOSURES. BUYER'S DESIRE TO ENTER INTO THE AGREEMENT IS MADE WITHOUT RELIANCE UPON ANY STATEMENT OR REPRESENTATION OF SELLER OR THEIR REPRESENTATIVES OTHER THAN WHAT IS CONTAINED IN THE AGREEMENT AND ATTACHED EXHIBITS.

**BUYER HAS READ THE AGREEMENT AND ATTACHMENTS AND UNDERSTANDS THEM.**

BUYER:

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SELLER:

The Newport Group, Ltd.

By: Raymond C. Leffler, President