

## **ADDENDUM TO RESIDENTIAL OFFER TO PURCHASE**

This Addendum to the Offer to Purchase (this "Addendum") is attached to and incorporated by reference into the Residential Offer to Purchase (collectively referred to as this or the "Offer") signed by Buyer on \_\_\_\_\_, 202\_\_ for the address 256 Hill Ln in \_\_\_\_\_ Canopy Hill Subdivision, Village of Union Grove, Racine County, Wisconsin ("Property").

Any term not specifically defined in this Addendum will have the definition given to it in the Residential Offer to Purchase. If any provision in this Addendum conflicts with or contradicts any provision in the Residential Offer to Purchase, then the provision in this Addendum shall control.

In consideration of the promises and the covenants contained in this Offer, Buyer and Seller do hereby covenant and agree as follows:

1. Declaration of Covenants and Restrictions and Bylaws. Buyer acknowledges that Buyer has read and understands all obligations and responsibilities as written in the Declaration of Restrictions, Covenants and Easements for Canopy Hill Subdivision, together with the Bylaws of the Canopy Hill Subdivision Homeowner's Association, Inc., receipt of which are hereby acknowledged by Buyer. Buyer further acknowledges that Canopy Hill Development, Inc. is the "Developer" as defined under such Restrictions, Covenants and Easements.
2. Architectural Control Committee. Buyer acknowledges that all building and landscape plans shall be approved by the Architectural Control Committee prior to commencing construction.
3. Initial Assessment; Canopy Hill Subdivision Homeowners Association, Inc. At the time of closing, Buyer shall pay an initial assessment of \$395.00 for each Lot being purchased hereunder, which shall be deposited in Canopy Hill Subdivision Homeowners Association, Inc.'s general fund. Buyer further acknowledges that a purchase of the Lot in the Canopy Hill Subdivision includes a membership interest in the Canopy Hill Subdivision Homeowners Association, Inc. and agrees to abide by the Bylaws for said Association, a copy of which has been provided to Buyer. Buyer acknowledges that in addition to the foregoing initial assessment that the Association shall levy an annual assessment against the individual Lots for items including, but not limited to, landscape maintenance of common areas; outlot maintenance; insurance for outlots; utility costs related to street lights; and maintenance of the retention pond and stormwater drainage.
4. Disclosure. The parties acknowledge that certain shareholders of Seller are Wisconsin real estate licensees.
5. Street Trees. Buyer acknowledges that in conjunction with the construction of a single-family residence on the Lot(s) described above, Buyer shall be obligated to install the street trees on or adjacent to each Lot(s) in accordance with the landscaping plan for the Canopy Hill Subdivision on file with the Village of Union Grove.

Street Trees shall be installed within one (1) year of verbal occupancy (as defined by Village of Union Grove.

6.     Mailboxes. At the time of closing, Buyer shall pay a mailbox assessment of \$150.00, payable to "Canopy Hill Development, Inc." to be used for the construction of the subdivision mailboxes as approved or directed by the local Postmaster.

7.     Sidewalks.     Lot Owners adjacent to public sidewalks are responsible for snow clearing and salting for the referenced sidewalks.

8.     Village Requirements. Buyer acknowledges that paving of driveways, construction of walkways and landscaping shall be completed within one year of verbal occupancy from the Village pursuant to the Village of Union Grove Code of Ordinances. Further, Buyer acknowledges that a Building Permit will not be available for said Lot until approximately \_\_\_\_\_.

9.     Deed Restriction. Buyer acknowledges that the Property will be conveyed to Buyer at Closing, subject to a deed restriction which will prohibit the Buyer, and its successors in title, from constructing a residence with any builder other than Bear Homes, LLC, on the Property for a period of 15 years from the date of Closing.

BUYER:

SELLER:  
Canopy Hill Development, Inc.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
DocuSigned by:  
Name: *Donah P. Atland*  
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Date: 10-02-2025