Heritage Park Subdivision

Addendum 1-A to WB-3. This addendum is made part of the Vacant Land Offer to Purchase dated _____ for Heritage Park Subdivision, Lot _____, in the Village of Belgium.

1. Buyer is aware the deed restrictions establish an Architectural Control Committee. Plans, surveys and landscape must be approved. Please submit to Kaerek Homes, Inc. 11600 W. Lincoln Ave., West Allis WI 53227.

2. Buyer understands and accepts that Seller is not providing a Vacant Land Disclosure Report and hereby waives any rescission rights related to the same. Lot is sold "as is" with no warranty or representation. Buyer reserves the right, prior to closing, to perform subsoil boring tests (outside lots' buildable area) at Buyer's expense. If bore tests produce negative results, Seller shall sign a mutual release and release earnest money once testing is complete and Buyer restores lot to original condition. If Buyers build with Kaerek Homes, Inc. the site improvements are at a fixed cost.

3. Seller makes Buyer aware that Buyer is responsible to confirm current Village of Grafton fees associated with new construction when not building with Kaerek Homes, Inc.

Kaerek Homes, Inc. has executed Addendum 1-A to Offer to Purchase

Buyer: _____ Date: _____

Buyer: _____ Date: _____

Seller: _____ Date: _____
Michael J. Kaerek, Kaerek Homes, Inc.

October 16, 2026

Addendum B
ADDENDUM TO PURCHASE CONTRACT

1.) Seller advises Buyers that some of the lots within the subdivision may be filled and graded to different elevations than the original topography. Seller does not guarantee subsoil/topsoil on any lot.

2.) Buyers are aware that erosion control measures will be enforced on new home construction. Buyers may be required to maintain vegetation on lots and ditches to prevent erosion. This may require that temporary seeding be performed as necessary. Certain areas of the subdivision may contain open ditches and storm water detention areas. These areas, by their nature, may frequently be wet, and seldom are perfect. The flow of water through these areas may be affected by things such as runoff, erosion, sump pump discharges, debris, soil conditions, and high water tables. Buyer must remove debris and silt to prevent ponding of water. Establishing vegetative growth through the entire ditch and/or water detention area, can frequently be difficult and sometimes is impossible. Buyers purchasing a home/lot that may contain ditches and water retention areas, will be required to maintain vegetation in these areas. Buyer is further aware that permanent lawn must be installed by buyer to the curb or shoulder of the road. All landscaping including paved driveway must be completed in one year

3.) The subdivision is covered by a Declaration of Restrictions and Covenants. Buyers are advised to ask sales agents for copies of these documents prior to signing this addendum. Additionally, prior to closing, a title insurance company normally provides copies of these and other easements and restrictions to Buyer. Buyer is advised to read these restrictions.

4.) Seller is licensed Wisconsin real estate broker. Seller advises Buyers that Seller is conveying property which in whole or in part Seller has an ownership and/or other financial interest in.

5.) Buyers and seller agree that if any controversy or dispute should arise relative to the purchase of this lot or performance of this contract, then the controversy or dispute will be resolved by arbitration. The decision of the arbitrators shall be binding, final and may be enforced in accordance with the applicable provisions of Chapter 788 of the Wisconsin Statutes. The Construction Arbitration Board of the Metropolitan Builders Association shall conduct the arbitration.

6.) Buyers are aware that there is a Homeowners Association, and an annual association fee. Refer to Declaration of Restrictions for additional details.

7.) Buyers are aware and understand that there is NO soils guaranty of any kind from Seller.

8.) **AIR QUALITY WARNING:** Microorganisms, including, but not limited to, mold, mildew, spores, or any other form of fungi or bacteria ("Microorganisms"), occur naturally in the environment and may be present, during or after construction, in the indoor air and/or on the interior surfaces of the Building including, without limitation to, wall cavities, attics, windows, basements, and/or on the exterior surfaces of the Building, or any part thereof. Concentration of moisture in the Building may result from cooking, showering, or similar activities inside the Building, the outside atmosphere, and/or the design, construction means and methods, and/or the building materials used in the construction of the Building. This moisture may cause the growth, release, discharge, dispersal, or presence of Microorganisms which, at certain levels, can cause deterioration of building materials, damage to property, health hazards, personal injuries and/or other irritant effects such as, without limitation to, skin irritation, respiratory problems and/or allergic reactions. Likewise, concentrations of radon released from soil or chemicals released from household furnishings, appliances, mechanical equipment, personal possessions, or building materials may, at certain levels, create health hazards and/or other irritant effects such as, without limitation to, skin irritation, respiratory problems and allergic reactions. Because Microorganisms and radon occur naturally in the environment, Builder cannot eliminate the possibility that radon may be present or that Microorganisms may grow in, on, or about the Building. Buyer may minimize these effects by proper utilization and maintenance of heating, cooling, dehumidification, or ventilation equipment, interior maintenance and

cleaning, and exterior maintenance such as, but not limited to, proper grading, landscaping, painting, and caulking. BUYER ACKNOWLEDGES THAT BUYER HAS BEEN INFORMED OF SUCH EFFECTS AND BUYER ASSUMES ALL RISKS OF DAMAGE, PERSONAL INJURY, OR DESTRUCTION OF OR INJURY TO PROPERTY THAT MAY ARISE AS A RESULT OF OR IN ANY WAY CONNECTED WITH THE INDOOR AIR QUALITY OR THE PRESENCE OF MICROORGANISMS, RADON, OR CHEMICALS IN, ON OR ABOUT THE BUILDING.

9.) **DISCLAIMER & RELEASE OF CLAIMS.** NOTWITHSTANDING ANY OTHER CONTRARY PROVISION IN THE CONTRACT, BUYER FULLY, FINALLY, AND FOREVER RELEASES AND DISCHARGES, AND FURTHER AGREES TO INDEMNIFY AND DEFEND, BUILDER, ITS SUCCESSORS AND ASSIGNS, SUBCONTRACTORS, MATERIAL SUPPLIERS AND THE OFFICERS, EMPLOYEES, AGENTS OF EACH OF THEM, FROM AND AGAINST ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND EXPERT FEES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT BUYER OR ANY OCCUPANT OF THE BUILDING HAD, HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY (THE "CLAIM") THAT ARE ATTRIBUTABLE TO (1) BODILY INJURY, SICKNESS, EMOTIONAL DISTRESS, DISEASE, DEATH, OR ANY OTHER PERSONAL INJURY OR ADVERSE HEALTH EFFECTS, OR (2) INJURY TO OR DESTRUCTION OF TANGIBLE PERSONAL PROPERTY, INCLUDING LOSS OF USE THEREOF, ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH, INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL, OR PRESENCE OF ANY MIRCOORGANISMS, RADON, OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM, IN THE INDOOR AIR, ON THE INTERIOR SURFACES OF THE BUILDING INCLUDING, WITHOUT LIMITATION TO, WALL CAVITIES, THE ATTIC, WINDOWS, AND THE BASEMENT, OR ON THE EXTERIOR SURFACES OF THE BUILDING, OR ON ANY PART THEREOF, WHETHER OR NOT THE CLAIM IS CAUSED BY, IN WHOLE OR IN PART, BUILDER'S BREACH OF THE CONTRACT OR ANY ACT OR OMISSION OF BUILDER, ITS SUBCONTRACTORS OR MATERIAL SUPPLIERS, IN THEIR PERFORMANCE UNDER THE CONTRACT, INCLUDING, BUT NOT LIMITED TO, BUILDER'S, OR ITS SUBCONTRACTORS' OR MATERIAL SUPPLIERS', CONSTRUCTION MEANS AND METHODS, MATERIAL SELECTION AND INSTALLATION, AND/OR DESIGN SERVICES, IF ANY. BUILDER MAKES NO EXPRESS OR IMPLIED WARRANTY OF HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR GOOD WORKMANSHIP AS TO BUILDING MATERIALS AND/OR CONSTRUCTION MEANS AND METHODS WITH REGARD TO INDOOR AIR QUALITY OR THE PRESENCE OF MICROORGANISMS, RADON, OR CHEMICALS INCLUDING, WITHOUT LIMITATION TO, ANY CHEMICAL OR TOXIN SECRETED THEREFROM IN, ON OR ABOUT THE BUILDING.

BUYER HAS READ AND FULLY UNDERSTANDS THIS ADDENDUM.

X _____
BUYER

X _____
BUYER

By _____
Michael J. Kaerek SELLER