



Revised 1/20/2020

**Addendum “H” (Kettle Creek)**  
Trademark Homes LLC

Addendum to Offer to Purchase dated \_\_\_\_\_ made by \_\_\_\_\_  
\_\_\_\_\_ (Buyer), to purchase property located at \_\_\_\_\_

- 1. Buyer agrees to execute a building contract with Trademark Homes, LLC (Builder) for a single-family home at the location as specified herein, within forty-five days (45) days of acceptance of this offer. Buyer and Builder to agree on specs, blue prints and final pricing. In the event that said building contract is not so executed, this offer shall be null and void.

**OR (Strike one)**

Buyer and Builder agrees to meet within ten (10) days of acceptance of this offer and at that meeting Builder will provide buyer with the specifications for the completion of construction. Buyer shall have three (3) days after this meeting to provide Builder with written notice that said specifications are unacceptable. No such action by Buyer shall constitute acceptance.

- 2. Buyer acknowledges that Builder will give list of Vendors to assist with the selection of fixtures and appliances. It is Buyer’s responsibility to make these selections in a timely fashion. Any upgrades to building specifications must be agreed in writing by Builder. Upon approval, Buyer agrees to pay for any approved upgrades in cash, in advance, directly to Trademark Homes LLC.
- 3. Time is of the essence for Purchaser’s performance under this agreement.
- 4. Construction date to begin once Seller has received all of the following:
  - a) Building specifications (blue prints, home specs and lot) agreed in writing by both Buyer and Builder.
  - b) Construction Loan Commitment including a completed appraisal. Note appraisal completion typically takes between 2-4 weeks.
- 5. Builder shall complete the Home in substantial compliance with the plans, general construction specifications, and optional selections; subject to unavoidable delays and/or changes to the standard plan and/or options purchased within 140 business days.
- 6. Please note that buyer's lender will require the appraiser return to the home prior to closing, at buyer's expense. Home completion and closing date are not the same.
- 7. Buyer acknowledges receipt of a copy of the covenants and restrictions that may affect the subject property. Buyer shall have five (5) days from the date of acceptance to approve said documents. In the event that Buyer does not within five (5) days of acceptance of this offer provide Builder with written notice that said documents are unacceptable, this contingency shall be deemed satisfied.

\_\_\_\_\_  
Buyers Initials    Buyers Initials

\_\_\_\_\_  
Sellers Initials    Sellers Initials

- 8.** Buyer acknowledges receipt of a copy of the Builder's Limited Warranty. In the event that buyer does not within five (5) days of acceptance of the offer, provide Builder with written notice that said Limited Warranty is disapproved; Buyer shall accept same at closing. Builder will complete construction in order for the house to be reasonably fit for occupancy on or before the date set for closing unless prevented by strikes, accidents, weather, Buyer selection delays or other reasonable causes; in which case the date of occupancy shall be extended for a time established by Builder. Between November 1st and May 30th, the Home shall be considered ready for occupancy under the terms of this Agreement regardless of, as applicable, exterior painting, lot grading, sodding, seeding, planting, decks, patios, final mailbox installed, sidewalks and driveway not being completed. Seller warrants such work to be done as promptly as weather and workload will permit.
- 9.** Buyer shall have the right to observe the progress of the work. Buyer agrees that the direction and supervision of the working forces, including subcontractors, rests exclusively with Builder and Buyer agrees not to issue any instructions or otherwise interfere with subcontractors. Buyer further agrees not to negotiate for additional work with Builders' subcontractors nor to engage other builders or subcontractors without the written consent of Builder. Builder shall not be responsible for any injury to Buyer or any guests during these observations. If Buyer is deemed to have interfered, Builder may restrict or prohibit further access to the site at Builder's discretion.
- 10.** Any work performed outside this Agreement by or on behalf of Buyer during the construction of the home is prohibited and may be removed from the Home by Builder. Purchaser will be charged time, material and interest costs for delays involved in correcting or removing any unauthorized changes. Charges for unauthorized changes will be paid at Closing.
- 11.** Changes in the specifications of construction may be made only by written Change Order executed by Buyer and Builder. Each Change Order shall specify the change, addition, or deletion, and any adjustment in the Purchase Price. Additional charges are to be paid in advance, in cash directly to Trademark Homes LLC. Change orders are subject to an additional per order fee. A change to this Agreement may cause the date of the completion of the Home as set forth in Item #6. Any work by any party not controlled by Builder will void any warranty on that work. Any charges for related work already paid will not be reimbursed by Builder. Any appliances purchased or installed by Buyer are not warranted by Builder.
- 12.** If Buyer is not using one of Builder's stock floor plans or is not providing their own plans, then Buyer agrees to pay directly to Builder (in addition to and separate from earnest money tendered with this Offer) any such sums as required by Builder to cover the cost of drafting and blueprinting. Any work performed by any other party will void any warranty and any charges related to the work will not be reimbursed by Seller Builder. Any fixture purchased by Purchaser is not warranted by Builder. (See item #11)
- 13.** Until such time that all contingencies are satisfied, Builder shall complete all remaining preference (colors, etc.) selections and Buyer agrees to accept same. Until such time that all contingencies are satisfied, Buyer shall have the right to stipulate all remaining preference selections via Change Orders. Builder shall require payment in advance for preference selections that exceed established allowances. Buyer agrees to complete all preference selections by the dates set by Builder in Change Order. In the event that Buyer does not comply with said dates, Builder will have the right to

complete said selections on behalf of the Buyer. If Builder elects to complete preference selections on behalf of Buyer, Buyer agrees to accept said selections without prejudice.

- 14.** Pursuant to the deed restrictions, all building plans, site plans, landscaping plans, building elevations and exterior finish materials and colors must first be reviewed and approved in writing by the Architectural Control Committee prior to the start of any construction.
- 15.** Buyer and Builder shall conduct an inspection of the subject property within 7-10 days prior to closing. This inspection shall include a punch list of items that need repair or attention by Builder. Builder agrees to make repairs in a timely fashion. Buyer notes that some repairs depend on subcontractor schedules and possible product shipping or weather delays.
- 16.** As to the personal property or any other consumer product which may be contained in the home, Builder neither makes or adopts any warranty of any nature regarding such appliances, fixtures and other consumer products and specifically excludes and disclaims express or implied warranties of any nature, including any implied warranty of merchant ability or fitness of a particular purpose with respect to such items of property. At closing, Builder shall furnish all original equipment manufactures', installers' or suppliers' warranties covering all personal property, fixtures and equipment located within the home.
- 17.** Buyer acknowledges that the current development plans for the subdivision are subject to change without notice and no guarantees are made that any of the components presently proposed will be part of the subdivision or that other components will not be added to the subdivision.
- 18.** Buyer is hereby notified that if there is an established grading plan filed with the municipality and that the Builder shall insure that all site preparation and final grade shall follow this plan. Builder makes no warranty with respect to sub-soil conditions or the presence or absence of topsoil on any specific lot. Buyer is advised to contact a subsoil expert concerning any soil related issues or issues relating to the location of any improvements to a lot.
- 19.** Buyer acknowledges that Builder, Broker(s), Agent(s), employee(s) or representative(s) of Builder has not made and does not make any representation, guarantee or warranty as to current or future zoning development or use of any property adjacent to or in the vicinity of the Property or the subdivision in which the Property is located. Buyer acknowledges that current zoning or use of property is not an assurance that zoning or use will not change.
- 20.** Included in the purchase price and paid by Developer: are all special and area assessments of record as of the date of closing, standard street improvements including water and sewer mains and laterals extending to the lot line, curb, gutter, sidewalk where required by the municipality, street surface, electric mains and natural gas mains. In order to properly install standard lot improvements, the Builder, its agents, contractors and subcontractors, may enter upon and cross over said lot(s), alter the grade of said lot(s), remove and/or deposit soil and clear vegetation or other obstructions from utility easements.

- 21.** Buyer is hereby given notice that the lands to the north, south, east and west may someday be developed. Buyer is encouraged to investigate with the municipality the planned use of any property surrounding or adjacent to property.
- 22.** Buyer acknowledges that Developer may make modifications, in their discretion, to the Declaration of Covenants and Restrictions prior to closing. Buyer shall have five (5) days to accept any modification. If Buyer does not notify Builder in writing that modifications are unacceptable, this contingency shall be deemed satisfied
- 23.** Buyer acknowledges that they may not dump, store or otherwise dispose of any excess soil, rock or debris anywhere within the plat. They must arrange, at their own expense, to remove this material and have it properly disposed of offsite.
- 24.** Buyer acknowledges and hereby accepts per the United States Postal Service (USPS), its new initiative and recently adopted requirements for the “mode of delivery” for mail service by using an up to a 4 mailbox cluster system instead of “individual” curb side mailboxes on newly constructed homesites. These new requirements will phase out all curb side mailboxes nationwide solely at the Postal Service’s discretion. The up to 4 mailbox cluster system will be placed throughout the subdivision as designated by the USPS. All maintenance, repair and replacement costs of all materials for the mailbox cluster system shall be the sole responsibility of the individual home owners per their pro-rata share of each mailbox cluster system. However, if an individual mailbox becomes damaged or unusable that individual owner shall be responsible for all costs for replacement.
- 25.** Buyer acknowledges and hereby accepts there will be an additional cost of \$300 at closing for the installation and making of an up to 4 mailbox post system of which the developer shall make and install the mailbox post system.
- 26.** Photographs of Property. Purchaser grants Builder the right to obtain and use photographs of the Home for publication and advertising purposes. This may include the multiple listing service.
- 27.** Purchaser and Builder hereby agree that the proration of real estate taxes for the Property shall be made at closing based on current year’s tax assessment. (Current means as of the day of closing).
- 28.** Closing of Buyer’s Property Contingency. This Offer is contingent upon the closing of the sale of the Buyer’s property located at \_\_\_\_\_, no later than \_\_\_\_\_. If Builder accepts a bona fide secondary Offer, Builder may give written notice to Buyer of acceptance. If Buyer does not deliver to Builder a written waiver of the Closing of Buyer’s Property Contingency and proof of a bridge loan with a lender or proof of full funds from a third party (attorney, financial institution, etc.) within 24 hours of receipt of said notice, this Offer shall be null and void.
- 29.** Buyer Broker commission to be 3% of original building contract. Sales Broker commission shall not include additional requested fees. Broker commission will not be paid on pre-paid sums, credits towards closing costs, credits back to Buyer, or change orders. No commissions shall be paid by

Builder whatsoever if Closing does not occur.

- 30. Buyer is aware that the principals of Trademark Homes, LLC are licensed real estate Brokers in the State of Wisconsin.
- 31. It is agreed that Buyer shall not be entitled to possession and occupancy of the property or to any warranties, expressed or implied, until such time as the full purchase price, adjusted as to additions and credits, has been paid in full to the Builder.
- 32. In the event that any provisions of this Addendum conflicts with the provisions of the Offer to Purchase referenced above, the provisions of this Addendum shall control.

OTHER:

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Representative of TRADEMARK HOMES, LLC

By: \_\_\_\_\_

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

BUYER	Date
_____	_____

BUYER	Date
_____	_____