

## Addendum A – Updated 4/24/25

1. **Units.** Buyer is purchasing W5706 Trackside Road, Unit 18 Trackside Townhomes Condominium as separate condominium units with finished townhome exterior shells.
2. **Square Footage.** Each unit will have potential livable space square footage of 1,460 sf and garage space square footage of 1,680 sf.
3. **Design.** Units will be constructed in accordance with the plans set forth in TS-10 plans dated Feb 27, 2025.
4. **Trailer Parking.** Unit will NOT include a designated area for trailer parking.
5. **Components.** Exterior shell construction includes wood-framed structures with maintenance-free LP Smart Siding, high performance insulated windows, wood grain exterior doors, municipal sewer, shared well for duplex unit, garage floor drains, electric service, and exterior lighting.
6. **Utilities.** Seller is responsible to provide all public utilities and pay utility connection charges.
7. **Above Grade Improvements.** Units will include all lawn, asphalt driveway, and mailbox.
8. **Interior Build Out.** Buyer is responsible to complete interior build-out construction with a General Contractor of Buyer's choice at Buyer's expense.
9. **Construction Period.** Construction of the exterior shell will commence upon completion of the purchase agreement with the construction schedule (including completion date) established by the Seller's General Contractor.
10. **Permits.** Exterior shell construction will be completed with all necessary permits and inspection fees paid for by the Seller. Copies of permits will be provided to Buyer upon request.
11. **Warranty.** Seller warrants that the construction will be free of defects in materials and workmanship pursuant to the quality standards in the construction industry for a period of one year after the date of closing and will repair all defects at no cost to Buyer during the warranty period. Seller shall provide Buyer with copies of warranties for roof, siding, deck, and other components and take all actions required to assign such warranties to Buyer.
12. **Earnest Money.** Earnest money in the amount of \$10,000 will be non-refundable upon execution of the Offer to Purchase except in the event of Seller's default.
13. **Second Payment.** A second payment of 25% of the purchase price will be due within 10 days of written notification from Seller to Buyer that the foundations of purchased units are completed. This amount will be non-refundable except in the event of Seller's default.
14. **Third Payment.** A third payment of 35% of the purchase price will be due within 10 days of written notification from Seller to Buyer that the walls and roof of the units are completed. This amount will be non-refundable except in the event of Seller's default.

15. **Final Payment.** The balance of the purchase price, defined as 30% of the purchase price, is due within 10 days of written notification from Seller to Buyer that construction of the exterior shell of the units has been completed and the lawn established, driveway and sidewalk constructed.
16. **Association Fee.** At closing, a one-time condominium association startup fee in the amount of \$765 shall be paid from Buyer to the condominium association. This fee will be used for funding the association which will be responsible for providing and maintaining all limited common elements; for snow plowing all driveways, private street and parking areas; and the maintenance, repair and replacement of all outdoor amenities, including lawns, bicycle paths, driveways and parking areas.
17. **Buyer's Reimbursement.** Buyer may request from the Seller reimbursement costs associated with the completion of agreed upon exterior site improvements, limited to asphalt pavement, concrete walk, lawn/ground cover, well, electric and phone installation. Upon completion of the interior build-out and issuance of occupancy permitting, the Seller will have 30 days to complete the site improvement items defined above as well as within the Purchase Agreement. If after 30 days the Seller has not completed the specified site improvements as defined within the Purchase Agreement, the Buyer shall have the right to contract with independent contractors of the Buyer's choice to complete work deemed incomplete. The Buyer will provide the Seller with invoices of work completed and the Seller will be responsible to pay said invoices for completion of work performed.
18. **Inspection.** Buyer will have the right to inspect the property at any time.
19. **Lien Waivers.** Seller will provide lien waivers from Seller and all subcontractors and material suppliers at the time of final payment.
20. **Governing Law.** The purchase agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. The successful party in any action to enforce the purchase agreement will be entitled to recover costs and attorney's fees incurred.
21. **Insurance.** Effective as of the date of closing, Buyer shall maintain builder's risk insurance insuring the units against loss or damage from any hazard or special peril in an amount not less than the purchase price. Seller will maintain public liability coverage of not less than \$1,000,000 per occurrence for bodily injury and property damage.

Seller:

Trackside Townhomes, LLC

Buyer or Buyers:

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*Jason R Miller*