



**ADDENDUM DH
(For Vacant Land Offer to Purchase – Deer Haven Estates)**

Addendum DH is made part of the Vacant Land Offer to Purchase dated _____, 2020
 between _____ (Buyer) and Darby Fields Development Corp. (Seller),
 for the purchase of Unit(s) (the "Unit" or "Units") in the Condominium Plat (the "Plat"), Town of Verona, Dane County, Wisconsin.

1. Legal Description of Unit(s) Purchased:

Unit(s) _____, Deer Haven Estates, Town of Verona, Dane County, Wisconsin.

2. Lot #(s), Address(es), Price(s) and Closing Date(s):

Unit #(s)	Address(es)	Price(s)	Closing Date(s)
_____	_____	_____	_____
_____	_____	_____	_____

Initials _____

3. Buyer acknowledges certain officers, directors and/or Members of the Seller are real estate brokers licensed by the State of Wisconsin.
4. Buyer acknowledges receipt of a copy of the Declaration of Condominium for Deer Haven Estates, a Condominium including all its Exhibits ("the Condominium Declaration Documents") that may affect the Unit(s). 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 Seller with written notice that said documents are unacceptable, this contingency shall be deemed satisfied or this offer shall become null and void and all earnest returned to Buyer.
5. Buyer acknowledges and accepts full responsibility when their Builder of choosing has been contracted to build Buyer's property on said Unit(s) that Builder has reviewed Item #4 above "The Condominium Declaration Documents" and accepts all information contained therein. Buyer shall have sole responsibility for all costs associated with any violations or deviation from "The Condominium Declaration Documents" as a result of constructing Buyer's property on said Unit(s).
6. Buyer acknowledges items included in the purchase price are: All special and area assessments of record as of the date of closing, private road improvements including, street surface, electric mains and natural gas mains. In order to properly install private road Unit improvements, the Seller, its agents, contractors and subcontractors, may enter upon and cross over said Unit(s), alter the grade of said Unit(s), remove and/or deposit soil and clear vegetation or other obstructions from all utility easements.
7. Buyer acknowledges Seller makes no warranty with respect to sub-soil conditions or the presence or absence of topsoil on any specific Unit. Buyer is advised to contact D'Onofrio, Kottke and Associates, Inc. at 608-833-7530 concerning any soil related issues or issues relating to the location of any improvements to a Unit(s).

8. Buyer acknowledges receipt of Unit Detail Maps of subject Unit(s) and hereby accepts all information provided. Any altering or deviation from said Unit Detail Map as it relates to drainage, stormwater runoff and the existing grade of said Unit(s) Buyer shall have sole responsibility for all costs associated with such altering or deviation, unless Buyer obtains a written consent from developer's engineer approving the same.
9. Buyer acknowledges and 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 Town of Verona and the City of Verona for the planned use of any property surrounding or adjacent to the property owned by the Seller.
10. Buyer acknowledges and understands that any construction shall not start prior to closing on the Unit(s) without written consent of Seller.
11. Buyer acknowledges pursuant to the Condominium Declaration Documents for Deer Haven Estates, for the Plat all building plans, plot plans, landscaping plans, building elevations, exterior finish materials, colors and Identity of General Contractor must first be reviewed and approved in writing by the Architectural Control Committee and/or the Developer or duly authorized agent of the Developer prior to the start of any construction.
12. Buyer acknowledges that Seller may make amendments, in their discretion, to the Condominium Declaration prior to closing. Seller shall notify Buyer of any such changes within 10 days of their execution.
13. Prior to closing Buyer shall inspect each Unit(s) being purchased to confirm that such improvements are satisfactory. Unless otherwise agreed to in writing prior to the closing, Seller shall have no responsibility to repair or replace any defects in the improvements that are observed at a later date after closing of the Unit(s).
14. Buyer acknowledges that the Town of Verona and Dane County charges various fees at the time of requesting a building permit. These fees shall be the responsibility of the party applying for a building permit. Buyer is advised to contact the Town of Verona to determine the current amounts and applicability of these fees.
15. 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.
16. Buyer acknowledges and accepts there is a yearly assessment of \$650.00 as per the Deer Haven Estates Condominium Documents. Said fee shall be due at closing of Unit, for subsequent years the yearly fee shall be due on an annual basis as set forth by Deer Haven Estates Homeowner's Association, Inc.
17. Buyer acknowledges and hereby accepts the United States Postal Service (USPS) initiative and recently adopted requirements for the "mode of delivery" for mail service by using a Cluster Mailbox Unit "CBU" system instead of "individual" curb side mailboxes on newly constructed homesites. These new requirements will eventually phase out all individual curb side mailboxes nationwide, solely at the Postal Service's discretion. The CBU system will be placed at the entry of the subdivision as determined by the USPS. All maintenance, repair and replacement costs of the CBU system shall be the sole responsibility of the Condominium Home Owners Association.
18. This Offer to Purchase is subject only to the terms and conditions contained in writing in said Offer, this Addendum DH and the Condominium Declaration Documents provided to Buyer. No other statements or representations shall apply unless reduced to writing and signed by all parties hereto. In the event that any provisions of this Addendum conflict with provisions of the Vacant Land Offer to Purchase referenced above, the provisions of this Addendum shall control.

Approved and agreed to this ____ day of _____, 2020.

BUYER: _____

SELLER: Darby Fields Development Corp.

BUYER: _____

By: _____

Anthony Heinrichs, Authorized Agent

By: _____