

Approved by Wisconsin Real Estate Examining Board  
 5-1-22(Optional Use Date) 7-1-22 (Mandatory Use Date)

Harbor Homes Inc

**WB-44 COUNTER-OFFER**

Counter-Offer No. 1 by (Buyer/Seller) **STRIKE ONE**

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

The Offer to Purchase dated 03/12/2025 and signed by Buyer Thomas A. Hernandez, Jasmin L. Fernandez  
 for purchase of real estate at 675 Stonefield Ln, Whitewater, WI  
 is rejected and the following Counter-Offer is hereby made.

**CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple counter-proposal unless incorporated by reference.**

All terms and conditions remain the same as stated in the Offer to Purchase except the following:

1) Per line 250 of Offer, '115' shall be removed and replaced with '125' days for  
 Financing Commitment Contingency

2) Per line 312 of Offer, '110' shall be removed and replaced with '122' days for  
 Appraisal Contingency

3) Per lines 549-553 of Offer, this down payment grant contingency shall be within 40 days  
 of acceptance

The attached \_\_\_\_\_ is/are made part of this Counter-Offer.  
 Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.  
 This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party  
 making the Counter-Offer on or before March 14, 2025 (Time is of  
 the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase,  
 unless otherwise provided in this Counter-Offer.

**NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as  
 provided at lines 30-32.**

This Counter-Offer was drafted by Kami Eberle, Harbor Homes Inc. on 03/13/2025

Thomas A. Hernandez Licensee and Firm DocuSigned by: Date 3/13/2025

(x) 03/13/25 Date 3/13/2025

Buyer's Signature Thomas A. Hernandez Seller's Signature Corey Gerth Date 3/13/2025

Print name Thomas A. Hernandez Print name Harbor Homes Inc. Corey Gerth its agent

(x) 03/13/25 Date 3/13/2025

Buyer's Signature Jasmin L. Fernandez Seller's Signature Corey Gerth Date 3/13/2025

Print name Jasmin L. Fernandez Print name Harbor Homes Inc. Corey Gerth its agent

This Counter-Offer was presented by Sarah Gabrielse Devout Real Estate LLC on \_\_\_\_\_

Licensee and Firm ▲ Date ▲

This Counter-Offer is (rejected) (countered) **STRIKE ONE** (Party's Initials) \_\_\_\_\_

**NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or  
 incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-  
 Offer by specifying the number of the provision or the lines containing the provision. In transactions involving  
 more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.**

**WB-11 RESIDENTIAL OFFER TO PURCHASE**

1 **LICENSEE DRAFTING THIS OFFER ON** March 12, 2025 **[DATE] IS (AGENT OF BUYER)**  
2 **(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER) [STRIKE THOSE NOT APPLICABLE]**

3 The Buyer, Thomas A. Hernandez, Jasmin L. Fernandez  
4 offers to purchase the Property known as [Street Address] 675 Stonefield Lane

5  
6 in the Jefferson City of Whitewater, County  
7 of Jefferson Wisconsin (insert additional description, if any, at lines 548-570 or  
8 in an addendum per line 592), on the following terms:

9 **[PURCHASE PRICE]** The purchase price is Four Hundred Two Thousand, Nine Hundred  
10 Dollars (\$402,900.00).

11 **[INCLUDED IN PURCHASE PRICE]** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: SS dishwasher, SS  
13 microwave, one-year builder warranty, concrete driveway and approach, service walk to the  
14 front door and 14' x 14' concrete patio as shown on the attached survey.

15  
16  
17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**  
18 **or not included.**

19 **[NOT INCLUDED IN PURCHASE PRICE]** Not included in purchase price is Seller's personal property (unless included at  
20 lines 12-16) and the following:

21  
22  
23

24 **CAUTION: Identify Fixtures that are on the Property (see lines 26-36) to be excluded by Seller or that are rented**  
25 **(e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.**  
26 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or  
27 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily  
28 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as  
29 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;  
30 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units  
31 and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor  
32 coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting  
33 brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central  
34 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;  
35 fences; in-ground pet containment systems, including receiver components; storage buildings on permanent foundations  
36 and docks/piers on permanent foundations.

37 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softeners or other water**  
38 **treatment systems, LP tanks, etc.) on lines 20-23 or at lines 548-570 or in an addendum per line 592).**

39 **[BINDING ACCEPTANCE]** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
40 on or before March 14, 2025. Seller may keep the  
41 Property on the market and accept secondary offers after binding acceptance of this Offer.

42 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**

43 **[ACCEPTANCE]** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
44 copies of the Offer.

45 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**  
46 **Deadlines running from acceptance provide adequate time for both binding acceptance and performance.**

47 **[CLOSING]** This transaction is to be closed on July 23, 2025  
48 at the place selected by Seller,  
49 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state  
50 holiday, the closing date shall be the next Business Day.

51 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**  
52 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**  
53 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**  
54 **transfer instructions.**

Property Address: 675 Stonefield Lane, Whitewater, WI 53190

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**EARNEST MONEY**

■ EARNEST MONEY of \$ \_\_\_\_\_ accompanies this Offer.  
 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.  
 ■ EARNEST MONEY of \$ 1,500.00 will be mailed, or commercially, electronically  
 or personally delivered within 5 days ("5" if left blank) after acceptance.  
 All earnest money shall be delivered to and held by (listing Firm) (~~drafting Firm~~) (other identified as

\_\_\_\_\_) **STRIKE THOSE NOT APPLICABLE**  
 (listing Firm if none chosen; if no listing Firm, then drafting Firm; if no Firm then Seller).

**CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 67-87 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.**

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.  
 ■ **DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM:** If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed \$250, prior to disbursement.

■ **LEGAL RIGHTS/ACTION:** The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagrees with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

**TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except:

\_\_\_\_\_. If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

**REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one-to-four dwelling units to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.

**PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 112-177) other than those identified in Seller's Real Estate Condition Report dated \_\_\_\_\_, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and

\_\_\_\_\_  
 \_\_\_\_\_  
**INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

"Conditions Affecting the Property or Transaction" are defined to include:

a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;

- 115 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.
- 116 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or
- 117 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.
- 118 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke
- 119 detector or carbon monoxide detector laws.
- 120 d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.
- 121 e. Rented items located on the Property such as a water softener or other water conditioner system.
- 122 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water
- 123 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other
- 124 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic
- 125 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on
- 126 but not directly serving the Property.
- 127 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
- 128 **properties built before 1978.**
- 129 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
- 130 substances on neighboring properties.
- 131 h. Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
- 132 Property or in a well that serves the Property, including unsafe well water.
- 133 i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other
- 134 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned
- 135 according to applicable regulations.
- 136 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground
- 137 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the
- 138 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708,
- 139 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)
- 140 k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an
- 141 "LP" tank on the Property.
- 142 l. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling
- 143 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose
- 144 district, such as a drainage district, that has authority to impose assessments.
- 145 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting
- 146 Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving
- 147 the Property without required state or local permits.
- 148 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
- 149 and there are common areas associated with the Property that are co-owned with others.
- 150 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
- 151 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin
- 152 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures
- 153 related to shoreland conditions, enforceable by the county.
- 154 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the
- 155 Property; or, other than public rights of way, nonowners having rights to use part of the Property, including, but not limited
- 156 to, private rights-of-way and easements other than recorded utility easements.
- 157 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
- 158 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 159 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
- 160 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 161 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
- 162 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of
- 163 which the Property owner is a member.
- 164 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
- 165 driveway) affecting the Property.
- 166 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance
- 167 claims relating to damage to the Property within the last five years.
- 168 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
- 169 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 170 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or
- 171 other insect infestations.
- 172 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one
- 173 or more burial sites on the Property.
- 174 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.
- 175 z. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).

176 aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or  
177 excessive sliding, settling, earth movement or upheavals.

178 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
179 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
180 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
181 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or  
182 building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's  
183 inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the  
184 contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise  
185 provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

186 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of**  
187 **the test (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any**  
188 **other material terms of the contingency.**

189 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed  
190 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to  
191 Seller. Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to  
192 be reported to the Wisconsin Department of Natural Resources.

193 ☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 178-192).

194 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection  
195 of the Property after the date on line 1 of this Offer that discloses no Defects.

196 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an  
197 inspection of \_\_\_\_\_

198 \_\_\_\_\_ (list any Property component(s)  
199 to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

200 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided  
201 they occur prior to the Deadline specified at line 206. Inspection(s) shall be performed by a qualified independent  
202 inspector or independent qualified third party.

203 Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

204 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as**  
205 **well as any follow-up inspection(s).**

206 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("15" if left blank) after acceptance, delivers  
207 to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the  
208 Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

209 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**

210 For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent  
211 of which Buyer had actual knowledge or written notice before signing this Offer.

212 **NOTE: "Defect" as defined on lines 445-447 means a condition that would have a significant adverse effect on the**  
213 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
214 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
215 **of the premises.**

216 ☒ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure the Defects.  
217 If Seller has the right to cure, Seller may satisfy this contingency by:

218 (1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of Defects  
219 stating Seller's election to cure Defects;

220 (2) curing the Defects in a good and workmanlike manner; and

221 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

222 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

223 (1) Seller does not have the right to cure; or

224 (2) Seller has the right to cure but:

225 (a) Seller delivers written notice that Seller will not cure; or

226 (b) Seller does not timely deliver the written notice of election to cure.

227 ☐ **RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report of the  
228 results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable  
229 Environmental Protection Agency (EPA) and Wisconsin Department of Health Services (DHS) protocols and standards  
230 indicating an EPA average radon level of less than 4.0 picoCuries per liter (pCi/L), at (Buyer's) (Seller's) **STRIKE ONE**  
231 ("Buyer's" if neither is stricken) expense.

232 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("20" if left blank) after acceptance delivers  
233 to Seller a written copy of the radon test results indicating a radon level of 4.0 pCi/L or higher and written notice objecting to  
234 the radon level in the report.

235 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

236 If Seller has the right to cure, Seller may satisfy this contingency by:

- 237 (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,  
238 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by  
239 giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0 pCi/L  
240 no later than three days prior to closing.

241 This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:

- 242 (1) Seller does not have the right to cure; or  
243 (2) Seller has the right to cure but:  
244 (a) Seller delivers written notice that Seller will not cure; or  
245 (b) Seller does not timely deliver the notice of election to cure.

246 **NOTE:** For radon information refer to the EPA at [epa.gov/radon](http://epa.gov/radon) or the DHS at [dhs.wisconsin.gov/radon](http://dhs.wisconsin.gov/radon).

247 **IF LINE 248 IS NOT MARKED OR IS MARKED N/A LINES 296-307 APPLY.**

248 ☒ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written  
249 conventional [loan type or specific lender, if any] first mortgage loan commitment as described  
250 below, within 115 days after acceptance of this Offer. The financing selected shall be in an amount of not less than  
251 \$ 377,900.00 for a term of not less than 30 years, amortized over not less than 30 years. Initial  
252 monthly payments of principal and interest shall not exceed \$ 2,514.00. Buyer acknowledges that lender's  
253 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance  
254 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees  
255 to pay discount points in an amount not to exceed \_\_\_\_\_ % ("0" if left blank) of the loan. If Buyer is using multiple loan  
256 sources or obtaining a construction loan or land contract financing, describe at lines 548-570 or in an addendum attached  
257 per line 592. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly  
258 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow  
259 lender's appraiser access to the Property.

260 ■ **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise  
261 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments  
262 shall be adjusted as necessary to maintain the term and amortization stated above.

263 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 264 or 265.**

- 264 ☒ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed 7.000 %.  
265 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_ %. The initial interest rate  
266 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % ("2" if  
267 left blank) at the first adjustment and by not more than \_\_\_\_\_ % ("1" if left blank) at each subsequent adjustment.  
268 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_ % ("6" if  
269 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

270 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer  
271 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

272 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
273 (even if subject to conditions) that is:

- 274 (1) signed by Buyer; or  
275 (2) accompanied by Buyer's written direction for delivery.

276 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy  
277 this contingency.

278 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to  
279 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment  
280 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**

281 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 250.  
282 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
283 written loan commitment from Buyer.

284 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this  
285 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall  
286 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of  
287 unavailability.

288 ☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

- 289 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 284-287; or  
290 (2) the Deadline for delivery of the loan commitment set on line 250

291 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same  
292 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

293 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
294 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
295 worthiness for Seller financing.



Property Address: 675 Stonerfield Lane, Whitewater, WI 53190

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296 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after  
 297 acceptance, Buyer shall deliver to Seller either:

- 298 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at  
 299 the time of verification, sufficient funds to close; or  
 300 (2) \_\_\_\_\_

301 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].  
 302 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written  
 303 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain  
 304 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's  
 305 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject  
 306 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
 307 access for an appraisal constitute a financing commitment contingency.

308 ☒ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised  
 309 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
 310 subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than  
 311 the agreed upon purchase price.

312 This contingency shall be deemed satisfied unless Buyer, within 110 days after acceptance, delivers to Seller a copy  
 313 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting  
 314 to the appraised value.

315 ☐ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.

316 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase  
 317 price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal  
 318 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated  
 319 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

320 This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written  
 321 appraisal report and:

- 322 (1) Seller does not have the right to cure; or  
 323 (2) Seller has the right to cure but:  
 324 (a) Seller delivers written notice that Seller will not adjust the purchase price; or  
 325 (b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal  
 326 report.

327 **NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.**

328 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of  
 329 Buyer's property located at \_\_\_\_\_  
 330 no later than \_\_\_\_\_ (the Deadline). If closing does not occur by the Deadline, this

331 Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification  
 332 from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds  
 333 to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or  
 334 proof of bridge loan shall not extend the closing date for this Offer.

335 ☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another  
 336 offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within \_\_\_\_\_ hours ("72" if  
 337 left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:

- 338 (1) Written waiver of the Closing of Buyer's Property Contingency if line 328 is marked;  
 339 (2) Written waiver of \_\_\_\_\_

340 \_\_\_\_\_ (name other contingencies, if any); and

341 (3) Any of the following checked below:

- 342 ☐ Proof of bridge loan financing.  
 343 ☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide  
 344 Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.

345 Other: \_\_\_\_\_

346 \_\_\_\_\_  
 347 [insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

348 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon  
 349 delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer  
 350 notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other  
 351 secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to  
 352 delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days ("7"  
 353 if left blank) after acceptance of this Offer. All other Offer Deadlines that run from acceptance shall run from the time this  
 354 Offer becomes primary.

355 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may  
 356 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time

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fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if neither is stricken).

**CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners or homeowners association assessments, fuel and \_\_\_\_\_

**CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

Real estate taxes shall be prorated at closing based on **CHECK BOX FOR APPLICABLE PRORATION FORMULA**:

☐ The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted). NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED.

☐ Current assessment times current mill rate (current means as of the date of closing).

☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing).

**CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.**

☒ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate Firms in this transaction.

#### **TITLE EVIDENCE**

**CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Offer, general taxes levied in the year of closing and \_\_\_\_\_

\_\_\_\_\_  
(insert other allowable exceptions from title, if any)  
that constitutes merchantable title for purposes of this transaction. Seller, at Seller's cost, shall complete and execute the documents necessary to record the conveyance and pay the Wisconsin Real Estate Transfer Fee.

**WARNING: Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use other than the current use.**

**TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

**GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 410-405 415).

**DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 383-391, subject only to liens that will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

**TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by the time set for closing. Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and the time for closing shall be extended as necessary for this purpose. If Seller is unable to remove said objections, Buyer shall have five days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

**SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments







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536 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
537 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
538 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

539 **Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.**

540 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption  
541 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding  
542 FIRPTA.

543 ☒ **SELLER PAYMENT OF COMPENSATION TO BUYER'S FIRM:** Seller agrees to pay to Buyer's Firm the amount of  
544 2% (e.g., dollar amount, % of purchase price, etc.), toward Buyer's brokerage  
545 fees at closing. Payment made under this provision represents an economic adjustment only and does not create any  
546 agency relationship between Buyer's Firm and Seller, and the Parties agree Buyer's Firm is a direct and intended third party  
547 beneficiary of this contract.

548 **ADDITIONAL PROVISIONS/CONTINGENCIES**

549 This Offer is contingent upon Buyer securing final approval of a \$25,000 down payment  
550 grant from the City of Whitewater within 60 days of acceptance. If the grant is denied or  
551 not approved within this period, Buyer may terminate the Offer, and all earnest money  
552 shall be returned.

553 \_\_\_\_\_  
554 \_\_\_\_\_  
555 All other terms remain in effect.

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571 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
572 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
573 574-589.

574 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
575 line 576 or 577.

576 Name of Seller's recipient for delivery, if any: Kami Eberle

577 Name of Buyer's recipient for delivery, if any: Sarah Gabrielse

578 ☐ (2) Fax: fax transmission of the document or written notice to the following number:

579 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_) \_\_\_\_\_

580 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a  
581 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's  
582 address at line 585 or 586.

583 ☐ (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the  
584 Party, or to the Party's recipient for delivery, for delivery to the Party's address.

585 Address for Seller: \_\_\_\_\_

586 Address for Buyer: \_\_\_\_\_

587 ☒ (5) Email: electronically transmitting the document or written notice to the email address.

588 Email Address for Seller: keberle@harborhomeswi.com

589 Email Address for Buyer: sarahg@devoutrealestate.com

590 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller  
591 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

592 ☒ **ADDENDA:** The attached AD S (Park Crest), Dover Park Crest Survey is/are made part of this Offer.

593 This Offer was drafted by [Licensee and Firm] Sarah Gabrielse Devout Real Estate LLC

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**WIRE FRAUD WARNING!** Wire Fraud is a real and serious risk. Never trust wiring instructions sent via email. Funds wired to a fraudulent account are often impossible to recover.

Criminals are hacking emails and sending fake wiring instructions by impersonating a real estate agent, Firm, lender, title company, attorney or other source connected to your transaction. These communications are convincing and professional in appearance but are created to steal your money. The fake wiring instructions may even be mistakenly forwarded to you by a legitimate source.

DO NOT initiate ANY wire transfer until you confirm wiring instructions IN PERSON or by YOU calling a verified number of the entity involved in the transfer of funds. Never use contact information provided by any suspicious communication.

**Real estate agents and Firms ARE NOT responsible for the transmission, forwarding, or verification of any wiring or money transfer instructions.**

03/12/2025

606 (x) Thomas A. Hernandez  
607 Buyer's Signature ▲ Print Name Here ▶ Thomas A. Hernandez

Date ▲

608 (x) Jasmin L. Fernandez  
609 Buyer's Signature ▲ Print Name Here ▶ Jasmin L. Fernandez

03/12/2025

Date ▲

610 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS**  
611 **OFFER SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE**  
612 **PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A**  
613 **COPY OF THIS OFFER.**

614 (x) \_\_\_\_\_  
615 Seller's Signature ▲ Print Name Here ▶ Date ▲

616 (x) \_\_\_\_\_  
617 Seller's Signature ▲ Print Name Here ▶ Date ▲

618 This Offer was presented to Seller by [Licensee and Firm] Kami Eberle, Harbor Homes Inc.

619 \_\_\_\_\_ on 3/12/2025 at DS 3/13/2025 a.m./p.m.

620 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
621 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



Seller will only clear trees, shrubbery, fences, rocks and other natural undergrowth on the Property to within 10'-15' around the foundation of the home on the Property. Buyer is responsible to remove or clear any additional area of the Property the Buyer chooses after Closing. Buyer is responsible for any damage to sidewalks, driveways, aprons, curbs and fences after Closing as allowed by the municipality.

A rough graded yard is included with the Property at Closing unless Buyer and Seller have contracted for a finished yard as otherwise specifically provided in this Offer. A rough graded yard means the final grade will be rough with clumps of dirt and rocks throughout the lot and will not be seeded or sodded for grass and that Buyer accepts the final condition and quality of the soil in "as is" condition. A rough graded lot also means there will be no topsoil on the lot and that Buyer is responsible for any retaining walls, terracing or other landscaping features desired by Buyer or required on the Property. If Buyer does contract with Seller for a finish grade and seeded yard, the New Lawn Maintenance Addendum shall be attached and made part of this Offer.

Some communities require seed or sod to be installed, while others also require a certain number of trees and shrubs of specific sizes and locations. The lawn not only affects the Property but neighbor's property as well. If the lawn has no grass to retain the soils, these materials will wash into neighboring yards, and may cost Buyer money to replace the soils on the Property. Municipalities require specific erosion control standards, so the yard must be installed as soon as possible after completion of construction.

7. **SUPERVISION:** Buyer acknowledges and agrees that the direction and supervision of construction of the Home, including all workers and subcontractors, is exclusively with the Seller. Buyer agrees not to issue any instructions to or otherwise interfere with any worker or subcontractor on the Property. The Buyer further agrees not to negotiate for additional work with any worker or subcontractor and not engage any other person or entity to perform work on the Property.
8. **HOME VISITS AND INSPECTIONS:** Due to insurance and safety requirements, Buyer may not visit the Property while it is under construction unless accompanied by a representative from Seller. It should be understood that violations of this clause may cause Seller's liability insurance to increase significantly. Therefore, violations will result in an add-on charge to the Purchase Price in the amount of \$500.00 per violation. Seller shall not be responsible for any injury to Buyer or any guests of the Buyer during such inspections. CAUTION: A BUILDING SITE IS A DANGEROUS PLACE.
9. **HOMEOWNER ORIENTATION:** The Seller shall conduct a Homeowner Orientation of the Home and Property with the Buyer ("Homeowner Orientation") prior to the Closing. The Homeowner Orientation shall be conducted at a minimum 7 days prior to Closing on a weekday (Monday-Friday) starting at either 9:00 a.m. or 1:00 p.m. Buyer should anticipate a 2-4 hour Homeowner Orientation and will be required to watch multiple short videos prior to arriving at the Homeowner Orientation. The Seller will explain at the beginning of the Homeowner Orientation the functions of this process. The Buyer will be required to perform this self-guided Homeowner Orientation using the Seller's electronic My Home App, in which the Buyer will make a list of items that require correction and remain to be corrected by the Seller (the "Punch List") as determined in the good faith judgment of the Seller. Then prior to Closing, Buyer and Seller will meet at Property to sign-off on completed Punch List items. Buyer may request a copy of the Punch List items from Seller. The Seller is only obligated to correct those items that are not in substantial conformity with Seller's final construction documents and any Change Order and only those items on the Punch List. Slight deviations from Seller's final construction documents which do not materially affect the appearance or usefulness of the Home shall be construed as substantial compliance with this Offer. Seller will complete the agreed upon Punch List items within a reasonable time. Neither Buyer nor its lender shall have the right to require an escrow or holdback of any portion of the Purchase Price for Punch List items, to use the Punch List as grounds for postponing or delaying the Closing, or for imposing any conditions upon the Closing. **Only the Buyer listed on this Offer may be present at the Homeowner Orientation.**

During inclement weather, Buyer should bring a raincoat and boots to the Homeowner Orientation to enable Buyer to inspect the exterior of the Home. If the exterior is not inspected at the Homeowner Orientation then Seller shall not be responsible for any exterior defects. Buyer acknowledges that some weather related or spring exterior work may not be completed by the Homeowner Orientation or Closing. These items may include, but are not limited to, driveway finish, grading, exterior painting and/or exterior concrete sidewalks, stoops and similar work. Those unfinished work items shall become part of the Punch List.

10. **TAX PRORATION:** Notwithstanding any provision in the Offer to the contrary, the real estate tax proration shall be based upon the net general real estate taxes for the preceding year, or the current year if available. The Property is new construction so the tax assessment has or will increase and real estate taxes for the year of closing and subsequent years is likely to be higher than the prior year for which the real estate tax proration is based.
11. **CLOSING FEES / PLACE:** The Closing shall occur at the offices of the Seller or Seller's title company as determined by the Seller. If Buyer's lender requires the Closing at a location other than as selected by Seller then Buyer shall be responsible for the title company's additional charge to close at such other location which location must be within 20 miles of Seller's office. In addition, if Buyer's lender utilizes the title company for the closing of Buyer's loan then Buyer shall be responsible for any title charges related to the loan closing.



12. **SUBSTANTIAL COMPLETION:** The Home shall be deemed to have reached "Substantial Completion" the date the occupancy permit or other approval, if any, is issued by the appropriate government authority. **BUYER ACKNOWLEDGES AND AGREES THAT SELLER DOES NOT GUARANTY A SUBSTANTIAL COMPLETION DATE.**
13. **CLOSING:** Buyer agrees to close the purchase of the Property on the later of the date set for Closing in the Offer or within 35 days of Substantial Completion if the Home on the Property is not completed by the date set for Closing in the Offer (the "Closing"), notwithstanding any date set in the Offer for Closing. Buyer acknowledges and agrees that there is no guarantee of the completion date of the Home. Seller will endeavor to complete construction of the Home so that the Home is Substantially Complete as soon as reasonably possible subject to any causes beyond Seller's control which may delay completion, including but not limited to, Buyer delays, strikes, labor disputes, terrorism, civil unrest, unavailability of labor, material or specialty items selected by Buyer, government actions, decisions and regulations, weather conditions, power failures, acts of God, issuance of building permits and approvals, compliance with all applicable building, zoning or planning laws, ordinances, regulations and orders, litigation and threatened litigation pertaining to the Property or Home. The Home shall be deemed to have reached "Substantial Completion" the date the occupancy permit or other approval, if any, is issued by the appropriate government authority. **BUYER ACKNOWLEDGES AND AGREES THAT SELLER DOES NOT GUARANTY A SUBSTANTIAL COMPLETION DATE.** Seller will contact Buyer approximately 1-2 weeks prior to Substantial Completion to schedule a Closing date and time. If Buyer fails to close the purchase of the Property as scheduled the Seller may either terminate this Offer or elect to extend the Closing date. If Seller elects to extend the Closing date then Buyer shall pay to Seller at Closing a delay fee of \$150 per day from the date of the original scheduled Closing to the actual Closing.
14. **OCCUPANCY:** The Buyer may not occupy all or any part of the Property or Home until the full Purchase Price (including all amendments, allowances and Change Orders) has been paid to Seller and an occupancy permit has been issued for the Home. Seller shall retain exclusive possession and control of the Property until Closing.
15. **LIMITED WARRANTY:** Seller provides a one-year Limited Warranty ("Limited Warranty") from the date of Substantial Completion. The Limited Warranty is defined in Seller's "Homeowner's Warranty Manual" a copy of which Buyer acknowledges has been made available to Buyer for review. Seller makes no other warranty, express or implied. **THE LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF SELLER, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND INURES ONLY TO THE BENEFIT OF BUYER.**

Buyer acknowledges and agrees that the Home shall be constructed in accordance with the *Residential Construction Performance Guidelines (Sixth Edition)* published by the National Association of Home Sellers and that compliance with the *Guidelines* and the local building codes constitutes "good and workmanlike construction". Buyer may request that a copy of the *Guidelines* be made available for Buyer's review.

All Home appliances and other consumer products installed in the Home are sold by Seller "AS IS" without representation or warranty of any kind. If any such appliances or products are warranted by their manufacturer the Seller shall assign those warranties to Buyer at Closing.

**The Limited Warranty is made only to the Buyer and is not transferable. Buyer acknowledges a copy of the Limited Warranty has been made available for Buyer's review.**

TAH	JLF
Initials	Initials

16. **SERVICE WORK:** At the Homeowner Orientation, Seller will provide Buyer with a packet which includes instructions for requests for service and warranty work. All service and warranty requests shall be made through the "Builder Trend Warranty Portal" software system of Seller. Service work shall be scheduled with the Buyer for Monday through Friday, from 8:00 a.m. to 4:00 p.m. Seller will complete service and warranty work approximately 120 days and 1 year after Closing. Seller will not provide service or warranty work in between such dates except for emergency situations as described below. If Buyer is unavailable for scheduling during the specified dates and times this may result in a delay of up to several weeks to complete the service repairs. Refer to Seller's Limited Warranty and Homeowner's Warranty Manual for warrantable items. For emergency services during other than service schedule dates and times above, please use the numbers provided at the Homeowner Orientation. Emergency situations are limited to total stoppage of the plumbing and sewer/septic system, water leaks which require service to be shut off to avoid serious damage to the Home or furnishings, complete loss of heat in cold weather and total loss of electrical service which is not a general utility company power outage.
17. **NOTICE OF CONSTRUCTION DEFECTS AND RIGHT TO REPAIR:** Wisconsin Statute 895.07 sets out certain requirements of Notice and the Right to Cure of Buyer to Seller before Buyer may commence a lawsuit for defects in construction. Notwithstanding anything to the contrary in the Offer, Seller shall not be obligated to replace or repair any Defect, as defined below, or pay for the replacement or repair of the same if such Defect is caused, in whole or in part by: (i) Buyer's improper or insufficient maintenance of the Home or improper or insufficient maintenance or operation of any of the Home's systems; (ii)

natural occurrences beyond Seller's control; (iii) an act or omission of Buyer or any third parties not under Seller's control, including, but not limited to, work performed by the Buyer or by Buyer's subcontractors; or (iv) normal wear and tear.

In the event of an alleged construction or design defect arising out of or relating to the Offer, including, but not limited to, breach of warranty, incomplete work or any other condition of the Home (the "Defect"), Buyer shall notify Seller through written notice of any such Defect, regardless of the cause or source, promptly upon Buyer's discovery of the Defect. Buyer shall thereafter provide Seller with reasonable access during normal working hours to the Home for the purpose of investigating, testing and examining the Defect. If the Defect is covered by the Seller's warranty then Seller shall be given reasonable access to the Home and a reasonable amount of time to, at Seller's sole option, replace or repair the Defect. The replacement or repair of the Defect shall be Buyer's sole and exclusive remedy for a Defect. Buyer waives any and all incidental and consequential damages arising out of or relating to a Defect. **Buyer acknowledges that a copy of the State of Wisconsin brochure of Notice and Right to Cure has been given to the Buyer at the date that this Offer is signed.**

TAH

Initials

JCF

Initials

18. **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 Home including, without limitation to, wall cavities, attics, windows, basements and/or on the exterior surfaces of the Home, or any part thereof. Mold can occur even when the home is constructed following accepted construction practices. Concentration of moisture in the Home may result from cooking, showering or similar activities inside the Home, the outside atmosphere and/or the design, construction means and methods and/or the building materials used in the construction of the Home. 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, Seller cannot eliminate the possibility that radon may be present or that Microorganisms may grow in, on or about the Home. 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 HEREBY ACKNOWLEDGES THAT BUYER HAS BEEN INFORMED OF SUCH DEFECTS AND BUYER ASSUMES ALL RISKS AND RELEASES SELLER FOR ALL CLAIMS 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 HOME.**
19. **GAP ENDORSEMENT:** GAP Insurance is not included. If Buyer chooses to have "gap" endorsement coverage or equivalent gap coverage, Buyer will request the coverage and will pay the fee.
20. **CONFLICTING LANGUAGE WITH APPROVED FORMS:** It is intended that this Addendum S document be used with an approved form as set forth in RL 16.03 of the Wisconsin Administrative Code. In the event that any provision of this Addendum conflicts with the provisions of the approved forms, the provisions of this Addendum shall control.
21. **REAL ESTATE BROKER:** The Seller and/or principals of the Seller are licensed Real Estate Brokers in the State of Wisconsin.
22. **ENTIRE OFFER:** The Offer expresses all agreements, understandings, representations and warranties between the Buyer and Seller concerning the subject matter hereof and supersedes all previous understandings and Offers relating thereto, whether oral or written, including proposals, draft plans and specifications, brochures, emails, texts and other information, and shall be binding upon and shall inure to the benefit of the heirs, administrators, executors, successors and of the parties hereto; provided, however, this Offer is not assignable by Buyer. This Offer may be amended only by written Offer of both Buyer and Seller. The headings in this Offer are inserted only as a matter of convenience and in no way affect the terms or intent of any provisions of this Offer.
23. **INTERPRETATION:** This Offer has been drafted, negotiated and entered into by each party having the opportunity to seek the advice of independent counsel. Accordingly, this Offer shall not be construed against one party or the other based on which party drafted any portion thereof.
24. **SIGNATURES:** If there is more than one Buyer to this Offer then each Buyer does hereby irrevocably authorize each other Buyer to act alone in dealings with Seller. Any amendment to this Offer, Change Order, approval or authorization signed by any Buyer shall be binding on all Buyers and shall have the same effect as if signed by each Buyer. Executed signature pages for any document contemplated under this Offer may be transmitted by facsimile or e-mail, and such facsimile or electronic signatures shall have the same legal effect as an original signature. This Offer may be executed in counterparts. Each such counterpart shall be considered an original, and all of such counterparts shall constitute a single Offer binding the parties as if they had signed a single document.

25. **VENUE, JURISDICTION AND FEES:** This Offer is deemed executed in Pewaukee, Wisconsin at the offices of Seller. This Offer shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. All disputes arising from or relating to this Offer shall be brought only before a state court sitting in Waukesha County, Wisconsin, and the parties hereby irrevocably consent to the personal jurisdiction of such courts and venue therein. EACH OF THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATED TO THIS OFFER OR ANY AMENDMENT, INSTRUMENT OR DOCUMENT DELIVERED IN CONNECTION HEREWITH, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. Seller is entitled to recover from Buyer all costs and expenses, including, but not limited to, reasonable attorneys' fees, Seller may incur in collecting any amounts due under the Offer hereunder or enforcing any provision of the Offer plus interest at a monthly periodic rate of 1.5% on any amounts due.
26. **ENFORCEABILITY:** If any part of this Offer is found to be unenforceable, it shall not affect the enforceability of the remainder of this Offer. The failure of either party to enforce any term or condition of this Offer shall not constitute a waiver of any other breach of any right, claim, term or condition of this Offer.
27. **TIME IS OF THE ESSENCE:** "Time is of the Essence" as to all dates in this Offer.
28. **HOME INFORMATION DISTRIBUTION:** The Buyer gives consent for the Seller to give information regarding the Home and sale of the Home to state licensed real estate appraisers for purposes of evaluating and determining real estate values.
29. **NOTICE:** Any notices shall be made in writing and delivered personally or sent by email, facsimile, overnight delivery service or certified mail, postage prepaid, return receipt requested, to the other party at the addresses below unless changed by any party by giving written notice to the other party. A notice shall be deemed delivered when received by personal delivery, when received if sent by email or facsimile during regular business hours, the next business day if sent by overnight delivery service or three (3) business days after deposit in a U.S. Postal Service depository if sent by certified mail.

**BUYER: (Required Information)**

1307 W. Sattonwood Lane Whitewater, 53190  
Whitewater, WI 53190

jasminfernandez@outlook.com  
E-mail Address

hernandezthomas@hotmail.com

Buyer #2 Email

920-723-7985

Buyer #1 Home Number

2622030822

Buyer #2 Home Number

**SELLER:**

N27 W2402 Paul Court; Suite 200  
Pewaukee, WI 53702

**WE, THE BUYERS, HAVE READ THIS ADDENDUM S CAREFULLY BEFORE SIGNING AND AGREE TO THE TERMS OF THIS ADDENDUM S AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS ADDENDUM S.**

Dated the Date first above written.

**BUYER:**

Authentication

Thomas A. Hernandez 03/12/25

Signature

Jasmin L. Fernandez 03/12/25

Signature

**SELLER:**

DocuSigned by:

Corey Gerth  
Signature 56D1DC53548E483...

Harbor Homes Inc. Corey Gerth, its agent

Title

**To facilitate lender preparation of the Closing Disclosure:**

Name of Firm **for Buyer** Devout Real Estate Group LLC

Company Address 96 S. Main St. Unit C Fort Atkinson, WI 53590

Firm License No. 905251-91

Selling Agent's Name Sarah Gabrielse

License No. 85337-94/59740-90

Email address sarahg@devoutrealestate.com

Telephone No. 920-397-7244

Name of Firm for Seller: **Harbor Homes, Inc.**

Company Address: **N27 W24025 Paul Ct., Suite 200, Pewaukee, WI 53072**

Firm License No.: **938401-91**

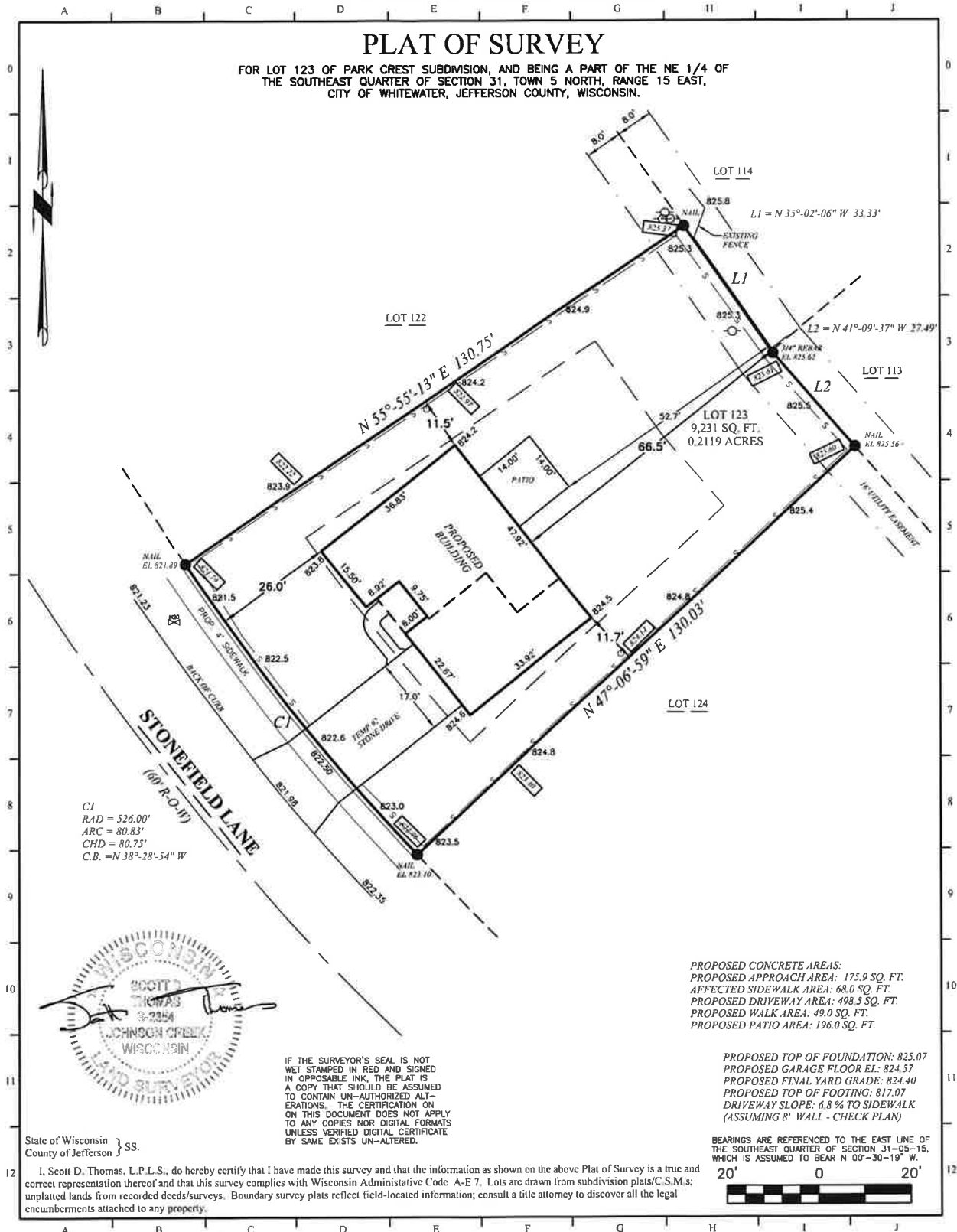
Listing Agent's Name Kamryn R Eberle

License No. \_\_\_\_\_

Email address keberle@harborhomeswi.com

Telephone No. \_\_\_\_\_

**HOLLAND & THOMAS, L.L.C. - LAND SURVEYORS**  
202 West Street Johnson Creek, WI 53038 (920) 699-3305



State of Wisconsin }  
County of Jefferson } SS.

I, Scott D. Thomas, L.P.L.S., do hereby certify that I have made this survey and that the information as shown on the above Plat of Survey is a true and correct representation thereof and that this survey complies with Wisconsin Administrative Code A-E 7. Lots are drawn from subdivision plats/C.S.M.s; unplatted lands from recorded deeds/surveys. Boundary survey plats reflect field-located information; consult a title attorney to discover all the legal encumbrances attached to any property.

IF THE SURVEYOR'S SEAL IS NOT WET STAMPED IN RED AND SIGNED IN OPPOSABLE INK, THE PLAT IS A COPY THAT SHOULD BE ASSUMED TO CONTAIN UN-AUTHORIZED ALTERATIONS. THE CERTIFICATION ON THIS DOCUMENT DOES NOT APPLY TO ANY COPIES NOR DIGITAL FORMATS UNLESS VERIFIED DIGITAL CERTIFICATE BY SAME EXISTS UN-ALTERED.

PROPOSED CONCRETE AREAS:  
PROPOSED APPROACH AREA: 175.9 SQ. FT.  
AFFECTED SIDEWALK AREA: 68.0 SQ. FT.  
PROPOSED DRIVEWAY AREA: 498.5 SQ. FT.  
PROPOSED WALK AREA: 49.0 SQ. FT.  
PROPOSED PATIO AREA: 196.0 SQ. FT.

PROPOSED TOP OF FOUNDATION: 825.07  
PROPOSED GARAGE FLOOR EL: 824.57  
PROPOSED FINAL YARD GRADE: 824.40  
PROPOSED TOP OF FOOTING: 817.07  
DRIVEWAY SLOPE: 6.8 % TO SIDEWALK (ASSUMING 8' WALL - CHECK PLAN)

BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 31-05-15, WHICH IS ASSUMED TO BEAR N 00°-30'-19" W.



**LEGEND:** These standard symbols may be found in the drawing.

- |                               |                            |
|-------------------------------|----------------------------|
| ● Lot Corner (Found) w/desc.  | ☐ Catch Basin              |
| ○ 18" X 3/4" Dia. Rebar (Set) | ⊥ Lateral End              |
| ☐ Elec. Trans. Box            | ⊕ Offset Stake             |
| ⊕ Man Hole                    | ⬢ Proposed Spot Grades     |
| ⊕ Utility Pedestal            | ⬢ Platted Utility Easement |
| ⊕ Fire Hydrant                | ⬢ Building Setback Line    |
| ⊕ Water Valve                 | ⬢ Proposed Silt Fence      |
| ⊕ Light Post                  |                            |

**NOTE: EXCAVATOR AND MASON MUST VERIFY AT LEAST TWO BENCH MARKS SHOWN ABOVE.**

PROJECT: 132-123

BUILDER: Harbor Homes  
N27 W24025 Paul Ct.  
Pewaukee, WI 53072  
Ph: (262) 232-8520

Jasmin C. Fernandez

03/12/25

Thomas A. Hernandez

03/12/25

Digitally signed by  
Scott D. Thomas  
Date: 2025.01.23  
16:43:02 -06'00'