

# THE SANCTUARY AT POPLAR CREEK

(NEW BERLIN, WI)

**\*Exclusive Wooded Conservation Lots\***

Starting at **\$119,000**

- 19 lots on 2 cul-de-sac streets, 1 to 2.8 acres
- Full Walkout and Partial Exposures Available
- Choose your Builder – No time limit to build

The Sanctuary at Poplar Creek, New Berlin, has 100 secluded acres with 65 acres of prairie and wooded conservancy. Private Park and Nature trails controlled by Poplar Creek Home Owners Association.

Minimum Requirements Include:

\* 1 Story-2200 sq. ft.

\* 1.5 Story-2800 sq. ft.

\* 2 Story-3000 sq. ft.

\* 3 Car Garage with Side Entrance

\* Natural Materials, Hardiplank, Aluminum Trim

\* Setbacks-Front 50' /Side 25' /Rear 50'



Directions: 3300 Block S. Calhoun Road  
(S. of Cleveland Ave. & N. of Coffee Road)

**To request a copy of subdivision  
covenants, or for more information,  
contact:**

**Todd Frey (Realty Executives Elite)**

**Ph: 414-529-7000**

**Cell: 414-406-2420**

**Web site [toddfrey.com](http://toddfrey.com)**

**Email [toddfrey@realtyexecutives.com](mailto:toddfrey@realtyexecutives.com)**

## *the Sanctuary at Poplar Creek*

New Berlin, Wisconsin

Zoning: R-1/R-2 Conservancy subdivision

Front setbacks are	50'
Side setbacks are	25'
Rear setbacks are	50'
Maximum height	35'

Ranch	2200 sq.ft.minimum
1 ½ -story	1800 sq. ft. on 1 <sup>st</sup> floor and a minimum of 1,000 sq. ft. on 2 <sup>nd</sup> floor.
2-story	3,000 sq.ft. with minimum of 1,800 sq. ft. on 1 <sup>st</sup> floor.

(see Declaration for a detailed list of requirements.)

Garages 3-car minimum

No Aluminum or vinyl siding is permitted (except for soffits, fascia and gutters).

Homeowners Association: \$100.00 transfer fee paid by Buyers at time of closing. Each subsequent owner the transfer fee shall be \$150.00 (paid by future Buyers).

Yearly assessment is at \$300.00 for maintenance of entrance signage & plantings, maintenance of walking trails and Liability Insurance for common areas.

All Nature Trails, the Silo Park lot and all Outlots are common areas and is private property and for the use only by the members of the Poplar Creek Homeowners Association.

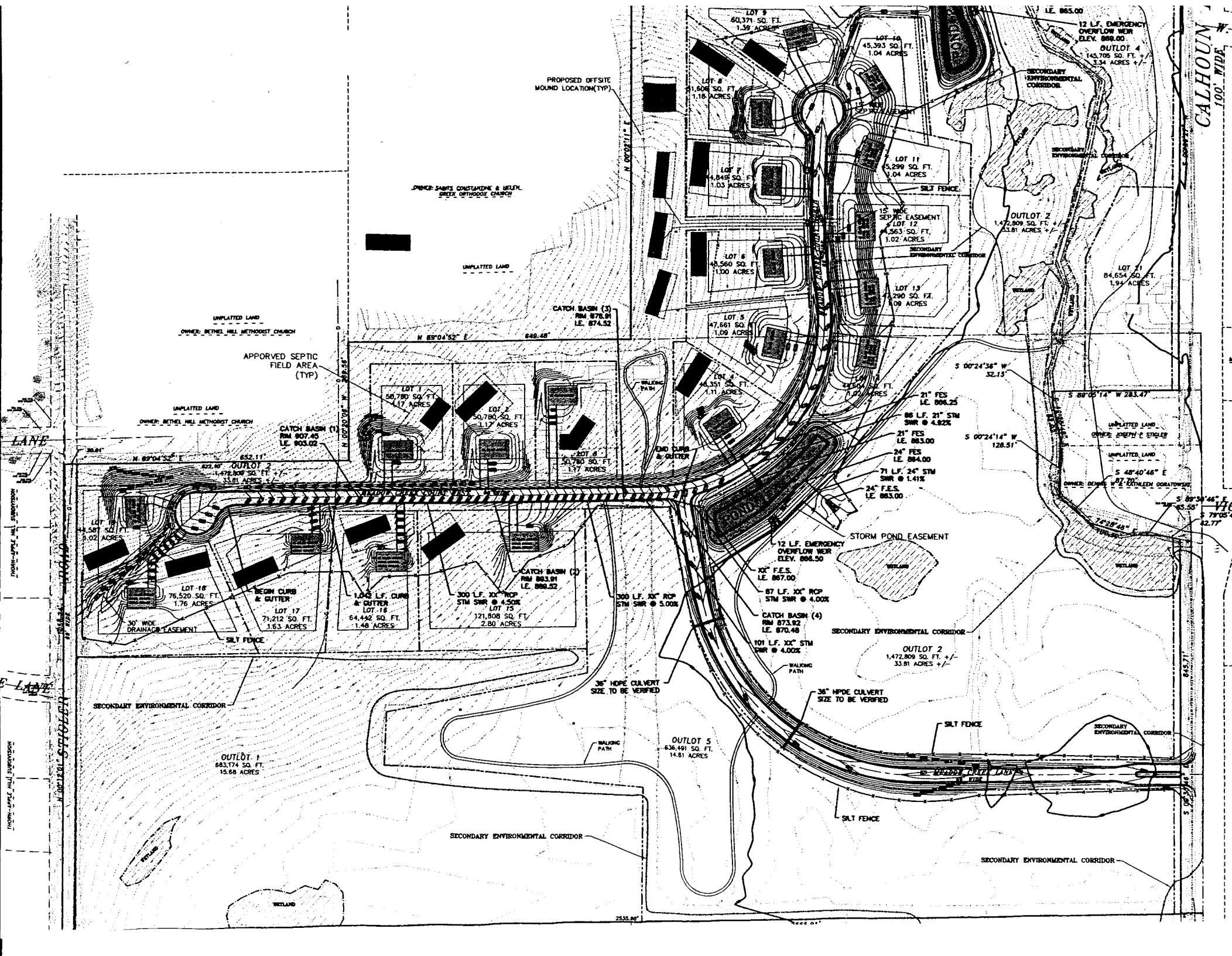
**(When you purchase a lot you are automatic members)**

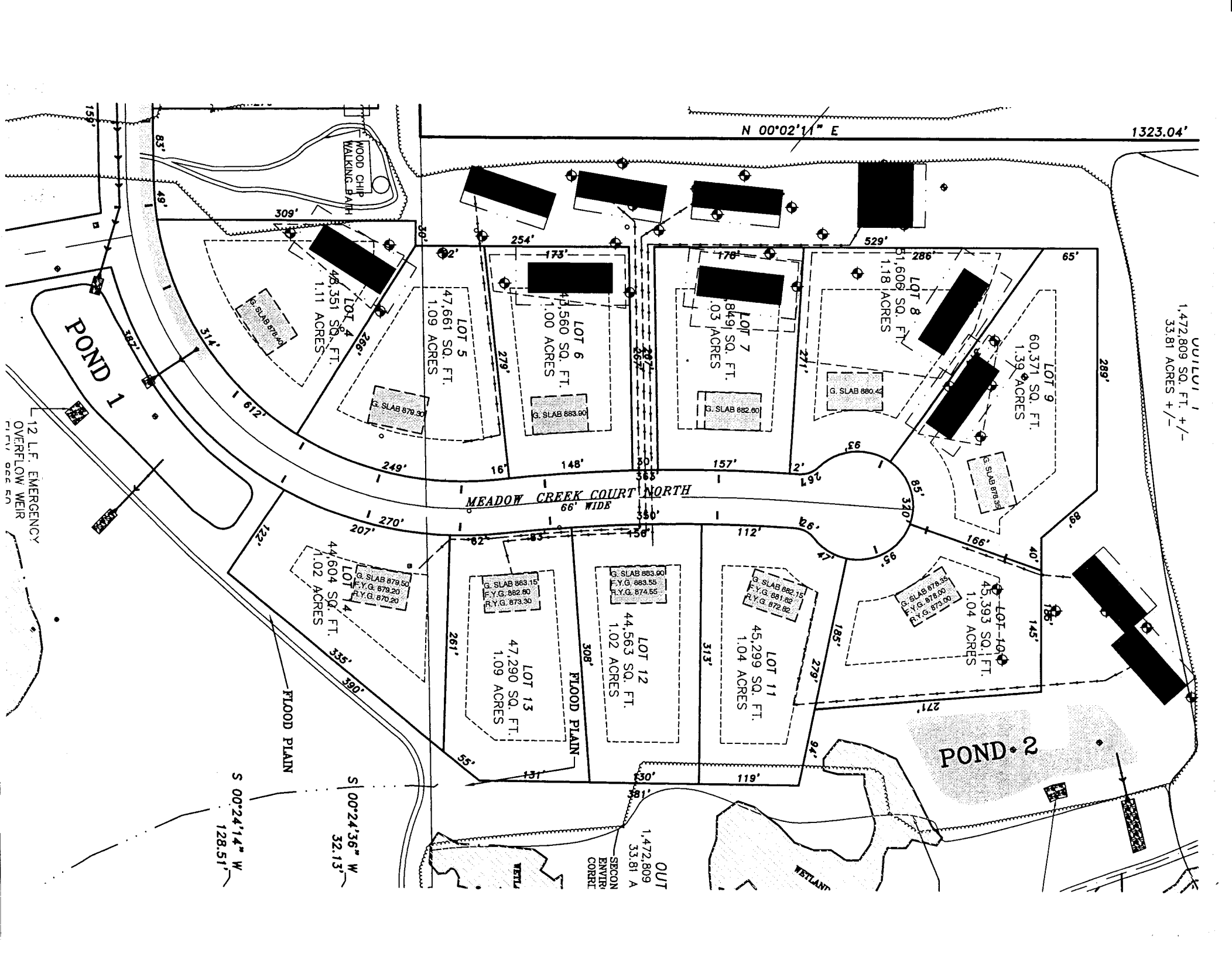
## *the Sanctuary at Poplar Creek*

### *Ready for Building !*

- This will be an exclusive 19 lot subdivision on 2 cul-de-sacs.
- Subdivision is situated on approximately 100 secluded acres with approximately 65 acres of prairie and wooded Conservancy.
- Location is a very private setting with an abundance of open space. Large wooded and grassland conservancy areas, Stone silo outlot is a private park for the subdivision as well as over 4000' of Nature trails and the Poplar Creek.
- All wooded, grassland and walking areas are private common areas for the Homeowners Association.
- All lots will need a well and mound system. Mound and piping to lot line is included in the purchase price for Lots # 5, 10,11,12,13 & 14 is
- Exposed basements possible on lots 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 & 19.
- 1-story dwellings minimum of 2,200 sq.ft.
- 2-story dwellings minimum of 3,000 sq.ft.
- Minimum 3-car garage with side entrance only
- Lot sizes are between 1 to 2.8 acres.
- Prices start at \$149,900 to \$289,900.
- \* Use any builder and no time limit to build.

For more information contact: Todd Frey C-414-406-2420  
*Realty Executives* O-414-529-7000





1323.04'

N 00°02'14" E

1,472,809 SQ. FT. +/-  
33.81 ACRES +/-

1,472,809 SQ. FT. +/-  
33.81 ACRES +/-

289'

65'

LOT 9  
60,371 SQ. FT.  
1.39 ACRES

LOT 10  
45,393 SQ. FT.  
1.04 ACRES

LOT 8  
51,606 SQ. FT.  
1.18 ACRES

G. SLAB 880.4

LOT 7  
8491 SQ. FT.  
.03 ACRES

G. SLAB 882.60

LOT 6  
43,560 SQ. FT.  
1.00 ACRES

G. SLAB 883.90

LOT 5  
47,661 SQ. FT.  
1.09 ACRES

G. SLAB 879.30

LOT 4  
46,351 SQ. FT.  
1.11 ACRES

G. SLAB 878.4

89'

145'

G. SLAB 878.35  
F.Y.G. 878.30  
R.Y.G. 873.00

G. SLAB 882.15  
F.Y.G. 881.82  
R.Y.G. 872.62

G. SLAB 883.55  
F.Y.G. 883.55  
R.Y.G. 874.55

G. SLAB 883.15  
F.Y.G. 882.90  
R.Y.G. 873.30

LOT 11  
45,299 SQ. FT.  
1.04 ACRES

313'

LOT 12  
44,563 SQ. FT.  
1.02 ACRES

308'

LOT 13  
47,290 SQ. FT.  
1.09 ACRES

261'

FLOOD PLAIN

MEADOW CREEK COURT NORTH  
66' WIDE

LOT 4  
44,604 SQ. FT.  
1.02 ACRES

G. SLAB 879.50  
F.Y.G. 879.20  
R.Y.G. 870.20

FLOOD PLAIN

POND 2

OUT  
1,472,809  
33.81 A

SECON  
ENVIR  
CORRE

WETLAND

S 00°24'14" W  
128.51'

S 00°24'36" W  
32.13'

POND 1

12 L.F. EMERGENCY  
OVERFLOW WEIR  
PLAN 082 EN

WOOD CHIP  
WALKING BATH

WETLAND



## OFFER TO PURCHASE

### ADDENDUM C

**Buyer:**

**Seller:** Poplar Creek Development, LLC for The Sanctuary at Poplar Creek Subdivision

**Lot:**

The attached Vacant Land Offer to Purchase dated \_\_\_\_\_, 20\_\_\_\_ by the above-captioned parties agree that the following constitutes an Addendum C as though fully stated in said Offer to Purchase. "Buyer" shall include the plural or singular, regardless of the number of Buyers. "Seller" shall include the plural or singular, regardless of the number of Sellers.

1. **Real Estate Broker:** Todd Frey gives notice that he is a licensed Wisconsin real estate broker, associated with Realty Executives. The property has been listed by the Seller (Poplar Creek Development, LLC of which Todd Frey is the Managing Member) with Realty Executives and the transaction may further be subject to co-brokerage agreements. All Seller commissions and brokerage fees for this transaction are separate financial responsibility of the Seller.

2. **Earnest Money:** The deposit funds of this transaction of \$\_\_\_\_\_ shall be made within \_\_\_\_\_ business days of acceptance, and shall be held and maintained in the real estate trust account of Realty Executives, to be disbursed in accordance with the terms and conditions of the parties' Offer to Purchase.

3. **New Subdivision:**

a) The Buyer acknowledges that the Sanctuary at Poplar Creek is a newly developed subdivision in New Berlin, Wisconsin. The availability of a building permit therefore will follow upon the completion of the development as scheduled in the Developer's Agreement between the Seller and the City of New Berlin, a copy of which has been provided to the Buyer.

b) The Buyer acknowledges that a building permit for the construction of a single family residence is projected to first be available in approximately October of 2005. Time is not of the essence as to that month for the completion of the subdivision and availability thereupon of a building permit, however, the whole of the parties' Offer to Purchase is contingent upon the availability of a building permit for the Buyer within a reasonable time thereof.



- c) The Seller shall give written notice to the Buyer when a building permit is available upon proper application.
- d) The Seller is obligated to proceed with due diligence and in good faith to meet the schedule of construction completed requirements.

4. **Closing Date:** The closing date for this transaction shall be within thirty (30) days of the date that the Seller gives notice to the Buyer of the availability of a building permit, with the closing to take place either at the office of the Buyer's lender, the title insurer of this transaction, or other mutually agreed upon area location.

5. **Occupancy:**

- a) Occupancy shall be given to the Buyer upon closing.
- b) Prior to the closing the Buyer is granted the right to come to the subdivision and upon the subject lot for purposes of viewing it, inspecting it, surveying it, and having non-destructive tests done upon it for purposes of landscape and construction planning. However, the Buyer acknowledges that the subdivision will be actively under development to completion, and likely at certain times for certain periods access will either not be permitted or restricted for general safety purposes.

6. **Condition Report:** At the time of the receipt of the Buyer's earnest money, the Seller shall provide the Buyer with a Vacant Land Real Estate Condition Report, with the Buyer to have 10 business days thereafter to declare this contract null and void upon the contents of the Condition Report.

7. **Real Estate Taxes:** 2005 real estate taxes shall be prorated on the basis of one hundred ten percent (110%) of the estimated 2005 real estate taxes, which shall be calculated upon the following formula:

Purchase Price x 2005 Equalized Assessment Ratio x 2004 tax rate (mill rate)

OR  
If the City of New Berlin has not assigned separate tax key numbers for each lot, then the Seller shall pay the real estate taxes due for each lot for the 2005 real estate taxes and separately assess each owner their pro-rated share based on the date ownership was transferred.

8. **Survey:** Seller agrees to provide the Buyer with any surveys of the subject property, which are within the possession and/or control of the Seller. In addition, this Offer is contingent upon the Buyer obtaining, at Buyer's option and expense, a certified, staked survey, of the subject property, showing improvements, if any, easements of record and encroachments, if any. The term "objections to title" at Line 207 of the Offer includes adverse matters disclosed by said survey.



9. **Testing/Soil Conditions:** The Seller makes no warranties or representations as to the suitability of the soils of the lot for the construction of a single family residence, and the Buyer is granted the right to have the soil examined for those determinations for a period of 60 days following acceptance, with the right to declare this contract null and void during that time period by written notice to the Seller, and in the absence of such notification, the Buyer shall take the property accordingly.

10. **Testing/Septic System:**

a) The Seller advises that as part of the approval process for the development of The Sanctuary at Poplar Creek Subdivision it was required that all lots of the subdivision be percolation tested for the suitability of private septic systems, (conventional or mound). All lots tested successfully and the test results are on file with the City of New Berlin.

b) The Seller therefore warrants that the lot has a determined site area available for the installation of a private septic system, as located on the percolation test results and survey, on file with the City.

c) However, in the event the Buyer wishes to attempt to locate a private septic system other than at the location indicated on the percolation test and survey with the City, it shall be the sole obligation of the Buyer to undertake and pay for any and all required tests, surveys, permit requirements, and approval processes.

d) The Seller makes no warranties or representations as to the suitability of the soil of the lot for a septic system other than at the location on file with the City.

11. **Testing/Private Well:** The Buyer acknowledges notice from the Seller that no well tests or determinations of any kind have been done as to the lot for a domestic water supply. The Buyer is granted the right to have the lot examined for those determinations for a period of 60 days following acceptance, with the right to declare the contract null and void during that time period by written notice to the Seller, and in the absence of such notification, the Buyer shall take the property accordingly.

12. **Developer's Agreement:** The Buyer has been provided with a complete copy of the Developer's Agreement between the Seller and the City of New Berlin for the development of the Sanctuary at Poplar Creek Subdivision. The Buyer is alerted that the Developer's Agreement contains terms and provisions affecting use, development, residential construction, and other matters, all binding on lot owners of The Sanctuary at Poplar Creek Subdivision.

13. **Restrictions and Covenants:** The Buyer is further alerted that The Sanctuary at Poplar Creek Subdivision is subject to recorded restrictions and covenants, and the buyer has been provided with a complete copy of the Declaration of Restrictions. The Buyer is alerted that the Declarations contain terms and provisions affecting use, development, residential construction, and other matters, all binding on lot owners of The Sanctuary at Poplar Creek.

14. **Homeowner's Association:** The Buyer is further alerted that prior to the closing date, Seller will create a Wisconsin non-stock corporation (Sanctuary at Poplar Creek Association, Inc.), as a homeowners association for this Subdivision. Membership in the Homeowners Association is mandatory as to lot owners. Prior to the closing date, Buyer will receive a copy of the By-laws of the corporation and a copy of the Rules and Regulations of the Subdivision, and acknowledges that terms and provisions of the By-laws and Rules and Regulations are binding upon lot owners.

15. **Facsimile Transmissions:** Any notices required or permitted by one party to the other per the terms of the Offer to Purchase may be made by facsimile transmission, effective upon successful transmission, with the original of the document to follow promptly at the request of the recipient party.

Dated:

Dated:

\_\_\_\_\_  
Seller:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer