



Bristlecone Pines Condominium Association

Condo Association Responsibilities

1. Snow removal.
2. Lawn mowing and related lawn maintenance including fertilizing and weed control
3. Shrub, plant, and tree maintenance including pruning, fertilizing, and spraying for disease control will be provided concurrently for all condo owners as directed by Hoffman Management
4. Mulching planting beds.
5. Deck staining and painting.
6. Roof and gutters repairs and replacements. Gutter cleaning will be done once per year, at the same time, for all units. Additional gutter cleaning will be at the expense of the condo owner.
7. Chimney repairs including exterior masonry, metal caps, and flashing.
8. Exterior painting and repairs.
9. Driveway sealing and repairs.
10. Concrete stoop and walkway repairs for originally installed surfaces.
11. Sprinkler system maintenance.
12. Exterior light post maintenance, except bulb and photocell, see #4 below.

Condo Owner Responsibilities

1. Damages to the unit from varmints including mice, raccoons, birds, etc.
2. Shrub and tree replacement. Any shrub, plant, and tree replacements or any additions requested by condo owner through Hoffman Management will be billed directly to the individual condo owner by Hoffman Management.
3. Insect and pest exterminations.
4. Exterior light bulb and photocell replacements.
5. Exterior light fixtures attached to unit repair and replacement.
6. Garage door and garage door opener repairs.
7. Exterior doors and patio doors repair and replacement.
8. Window repairs and replacements.
9. All interior repairs and maintenance.
10. Heating and air conditioning systems.
11. Utility lines and installations.
12. Satellite dishes, hot tubs, and other owner installed equipment.
13. Deck board replacements and additions.

Homeowner Association Responsibilities

1. Mailbox maintenance and repair.
2. Pond maintenance.
3. Common area maintenance for entire Bristlecone Pines neighborhood.

**Bristlecone Pines Condominium Association
Executive Summary**

Condominium project not created from an existing building or conversion.

Voting control of the Association was turned over from the builder/developer in March 2005. The Board of Director consists of 4 condo owners.

The project was originally to contain 44 units, in 3 phases. The developer's right to expand has expired. The project is 32 units in 16 buildings.

There are no common facilities owned by the Association.

Each unit has use of its' attached driveway and 2 car garage for parking.

All unit owners also belong to the Bristlecone Pines Homeowners Association which is a separate entity to which the condo owners also pay dues.

The Association is not currently involved in any litigation.

All titles are fee simple.

There are currently five (5) units leased in the Association and there is not a rental service for leasing/renting units. Restrictions – refer to Bylaws Sec 7.2

No single investor or entity owns more than ten (10%) of the total units in the project.

The dues for 2015 will be \$750 per quarter paid on the first of January, April, July and October. An additional \$200 will be billed quarterly and will be deposited in the reserve fund. The Association has no outstanding or long term debt. The Association currently has approximately \$120,594 in the reserve account.

Two (2) pets per unit are permitted with restrictions – refer to Bylaws Sec 7.3

The project is insured by State Farm, Clark Chiavoretti, agent.

The project is currently managed by an outside property management firm.
JE Hoffman Management Company, 150 N Sunnyslope Rd #240, Brookfield, WI 53005 Phone: 262-814-9877

This report has been prepared by JE Hoffman Management Company, agent for Bristlecone Pines Condominium Association.

SIXTEENTH AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF BRISTLECONE PINES CONDOMINIUM

This Sixteenth Amendment to the Declaration of Condominium of Bristlecone Pines Condominium (this "Amendment") is made as of _____, 2020 by Bristlecone Pines Condominium Association, Inc. (the "Association") on behalf of the Owners and their Mortgagees, and by Neumann Developments, Inc., a Wisconsin corporation, or its assigns ("Neumann").

RECITALS

Reference is made to that certain Declaration of Condominium of Bristlecone Pines Condominium for the meaning of capitalized terms used in this Amendment and not otherwise defined in this Amendment. The Declaration was recorded on April 5, 1995 in the office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 2031446. It was most recently amended by a Fifteenth Amendment recorded on March 25, 2005 as Document No. 3260969. As so amended, it is referred to herein as the "Declaration".

Concurrently with the original Declaration and many of the amendments thereto, a condominium plat was recorded, and addenda thereto. As so recorded, including addenda thereto, it is referred to as the "Plat".

The Condominium was intended to be an expansion condominium, with the eventual potential expansion to include up to 44 units. The time period for automatic expansion has expired, and the Condominium was expanded to presently include only thirty-four (34) Units. Of those Units, only thirty-two (32) have been constructed and physically exist.

Neumann is acquiring certain land described on Exhibit A hereto (the "2020 Expansion Land"), and desires to complete the uncompleted Building located at 1205-1207 East Sweetbriar Lane (the "Incomplete Building") and other additional buildings that will be harmonious with the existing Condominium, but only if certain issues are addressed. The Association believes that addressing these issues and completing the work proposed by Neumann is appropriate and beneficial to the Association and its members. As examples of the issues that need to be addressed:

- A. The remainder of the original expansion land is still vacant and represents unintended gaps in the architectural harmony of the Association.
- B. Since the Association already maintains the same infrastructure that is required in order to service the original expansion land, the inclusion of the original expansion land in the Condominium and the construction of new units thereon – which will join the Association and pay assessments – will serve to spread the costs of such

infrastructure over a greater number of Units supporting it, which would be a further benefit to the existing Condominium, its Owners, and their Mortgagees.

- C. The Owner of the two Units comprising the Incomplete Building, which were declared and never constructed, has not been charged and is not paying assessments to the Association.
- D. Certain water features are owned by the owner of the Golf Course but service the Condominium, and clarity over the use of these features is important.

Consequently, the Association desires to enter into this Amendment for the purpose of resolving these issues and making it possible for Neumann to assist the Condominium in expanding its operations for a more efficient future.

The Association has obtained consent from 75% of the Owners and their Mortgagees; copies of those consents are [select one: complete as attached hereto /are available from the offices of the Association].

Neumann is executing this Amendment for the purpose of making certain agreements with the Association and agreeing to the expansion of the Condominium to include the 2020 Expansion Land. The Golf Course Owner is executing this Amendment solely for the limited purposes indicated below, and not as a party to the Amendment. As a consequence, all of the Owners and Mortgagees of all of the land that is the subject of this Amendment are subscribed hereto and desire that this Amendment will have the effect on the Condominium and the 2020 Expansion Land as described below.

AGREEMENT

Now therefore, in consideration of the above and other value received, the parties agree as follows:

1. Expansion to Include the Expansion Land. The land subject to the Condominium is hereby expanded to include the 2020 Expansion Land. Concurrently with this Amendment, the Association is causing a Fifteenth Amendment to the Plat of Condominium of Bristlecone Pines to be recorded in the form attached hereto as Exhibit B.
2. Completion of Uncompleted Building. The Association accepts that Neumann will construct the Incomplete Building containing Units 15 and 16.
3. Construction of New Buildings on 2020 Expansion Land. The Association accepts that Neumann may construct buildings and associated improvements on the 2020 Expansion Land substantially as shown on the Fifteenth Amendment to the Plat of Condominium of Bristlecone Pines attached as Exhibit B (each such building, including the Incomplete Building, is known as a "New Building"). The final location of Units 29 and 30 will be reflected in a revised addendum or addenda to the

Plat that Neumann will cause to be recorded, and thereupon each new dwelling unit in such New Building will become a Unit within the Condominium, subject to the Declaration and other Condominium Instruments. As to construction matters, the following shall apply:

- a. Neumann shall be under no obligation to and makes no representation that it will in fact exercise its rights to construct all or any part of the improvements shown in Exhibit B as such rights are reserved herein. Further, there shall be no expiration on the rights reserved to Neumann herein and said rights shall inure to the benefit of Neumann's successors and assigns.
 - b. Each of the Association and Golf Course Owner, as applicable, grants to Neumann a non-exclusive easement, across, on and over any and all access routes and roads belonging to, benefiting or inuring to the benefit of the Condominium (whether part of the Condominium or otherwise); the unpaved General Common Elements that were, prior to the date of this Amendment, part of the 2020 Expansion Land; and any portion of the General Common Elements immediately adjacent thereto (collectively, the "Easement Property") for Neumann and its agents, contractors, employees, permittees, suppliers, and vendors to use the Easement Property for the purpose of access, marshalling of equipment, and storage purposes in connection with the construction of any New Building, provided, however, that (1) the easement is subject to the limitations on use set forth in this Section, and (2) Neumann will not use any General Common Elements within 10 feet of an existing Building for the purpose of storage or marshaling.
 - c. Neumann shall indemnify, defend and hold harmless the Association from and against any and all claims, action, damages, liabilities, demands, losses, costs and expenses (including reasonable attorneys' fees) for (i) any injuries to any persons or damage to any property to the extent arising out of any construction activity by Neumann or its agents, contractors, employees, permittees, suppliers, and vendors, which activity constitutes recklessness or willful misconduct of any of such persons; and (ii) its failure in any material respect to comply with the terms and conditions of this Amendment.
 - d. No construction vehicle or construction work shall be allowed or take place on the 2020 Expansion Land prior to 7am or after 6pm on any day unless (1) it is commercially reasonable to perform before or after such times and prior notice is given to the Association, or (2) the work is a response to an emergency which may occur at any time without prior notice.
4. Style of all New Buildings. The Association acknowledges that the accepted standards and building codes may be different than from the time when the Condominium was originally built.

- a. Duplex New Buildings – The final plans and specifications for New Buildings that will contain two Units each are included in this Amendment as Exhibit C. Notwithstanding such inclusion, during construction Neumann may make modifications to the exterior size, materials and location of such New Buildings so long as such modifications are not materially different from those of existing Buildings.
 - b. Single Family New Buildings – The two planned single-family Units 29 and 30 are located on a portion of the 2020 Expansion Land also known as Outlot 5 on the subdivision plat of Bristlecone Pines ("Outlot 5"). Prior to the commencement of construction of Units 29 and 30 on Outlot 5, Neumann will submit a written request to the Association for approval of final exterior location and plans and specification for such New Building, and the Association has the power to approve the same, but will not unreasonably withhold, condition or deny consent if a New Building is not unreasonably different in style from the existing Buildings in the Condominium. Notwithstanding such approval, during construction Neumann may make modifications to the exterior size, materials and location of such New Buildings so long as such modifications are not materially different from those of existing Buildings.
5. Association Liens Regarding Building Units 15 and 16. The Association acknowledges that Neumann would not acquire Units 15 and 16 and pursue the construction if such Units if the Association could claim liens on such Units for periods commencing from the time they were added to the Condominium on March 25, 2005; that it is beneficial for the Association to see these Units completed; and that the ability to recover assessments from parties that own these unbuilt Units is speculative. Accordingly, the Association hereby waives any and all assessments and fees in respect of these unbuilt Units from the date of addition to the Condominium to the date of issuance of the initial occupancy permit for each such Unit.
6. No Special Assessments on New Buildings. The Association shall not levy a special assessment against any Unit in a New Building for a period of five (5) years following said New Building's inclusion into the Condominium, unless the work to be paid for by such special assessment is to be incorporated into such New Building.
7. Easements over Ponds. The remaining portion of the original Expansion Real Estate, on which are located existing surface detention ponds, is not included in the 2020 Expansion Land. Such land is owned by the Golf Course Owner and is described on Exhibit D (the "Remainder Land"). The Golf Course Owner hereby grants to the Association and Neumann, and their respective agents, contractors, employees, permittees, suppliers, and vendors, non-exclusive easements to allow them to access and connect to said detention ponds. The Association hereby grants to the Golf Course Owner a non-exclusive easement over certain paved portions of the General Common Elements to access such detention ponds for the purpose of conducting any and all necessary maintenance of the detention ponds. The Golf Course Owner shall

bear all costs and responsibility for the maintenance of the detention ponds except in the case the Association causes damage to the detention ponds, in which case the Association shall bear the costs of any necessary repairs.

8. Easement over Remainder Land. The Golf Course Owner hereby grants to Neumann a non-exclusive easement, across, on and over any and all access routes and roads belonging to, benefiting or inuring to the Remainder Land for the installation of paved driveways, and the use thereof for vehicular and pedestrian access, between Outlot 5 and Sweetbriar Lane (collectively, the "Driveway Easement"). The Driveway Easement will be located so as to not materially disturb the function of the detention ponds on the Remainder Land. Such drives will initially be installed by Neumann as part of the construction of New Buildings on Outlot 5, to the standards required by the Village of Hartland for construction of new homes and consistent with other driveways located on the Condominium, and will be repaired or replaced from time to time by the Association, which is designated as Neumann's successor to the Driveway Easement rights.
9. Effect of Expansion on Existing Condominium. The 2020 Expansion Land is, with this Amendment, included as part of the General Common Elements of the Condominium, subject to the rights granted above to build the New Buildings that will contain Units. Upon commencement of construction of a Unit, the Unit will belong to Neumann or its successors and assigns. When fully built out as contemplated in this Amendment, the Condominium will consist of 44 Units with unit numbers as assigned in Exhibit B. As each Unit is issued the initial certificate of occupancy, the interests of the Units will be calculated as 1 divided by the number of Units and voting and assessments will be adjusted equitably based on such formula. The imposition and levy of assessments will commence with the issuance of the initial certificate of occupancy for each Unit in a New Building.
10. Successors and Assigns. Neumann may assign any one or more of its special rights and benefits in this Amendment to one or more persons from time to time. A person acquiring a Unit from Neumann in the absence of such a specific assignment will not be deemed to be an assignee or successor for purposes of the special rights and benefits set forth in this Agreement.
11. Severability. If any of the terms or conditions of this Agreement shall be deemed invalid, illegal, or unenforceable in any respect, the validity of the remainder of this Agreement shall in no way be affected and shall remain in full force and effect to the fullest extent permitted by law.
12. Counterparts. This Amendment may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof, it shall only be necessary to produce one such counterpart signature for each party.

13. No Implied Changes. Except as otherwise stated herein, the provisions of the Declaration shall remain unchanged and in full force and effect.

[Signatures on Following Pages]

Drafted by and return to:
Hal Karas and Keyon Brown
Husch Blackwell LLP
555 E Wells Street, Ste 1900
Milwaukee, WI 53202

Executed as of the date first set forth above.

**BRISTLECONE PINES
CONDOMINIUM ASSOCIATION, INC.**

By: _____

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this _____, 2020, the above named _____ of
_____, to me known to be the person who executed the foregoing instrument.

Name: _____
Notary Public, State of Wisconsin
My commission:

NEUMANN DEVELOPMENTS, INC.

By: _____

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this _____, 2020, the above named _____ of
Neumann Developments, Inc., to me known to be the person who executed the foregoing
instrument.

Name: _____
Notary Public, State of Wisconsin
My commission: _____

The undersigned is executing this Amendment as the Golf Course Owner solely for the purpose of agreeing to Sections 3(b), 7 and 8 above.

GOLF COURSE OWNER

STATE OF WISCONSIN)
) SS
COUNTY OF WAUKESHA)

Personally came before me this _____, 2020, the above named _____ of _____, to me known to be the person who executed the foregoing instrument.

Name: _____
Notary Public, State of Wisconsin
My commission: _____

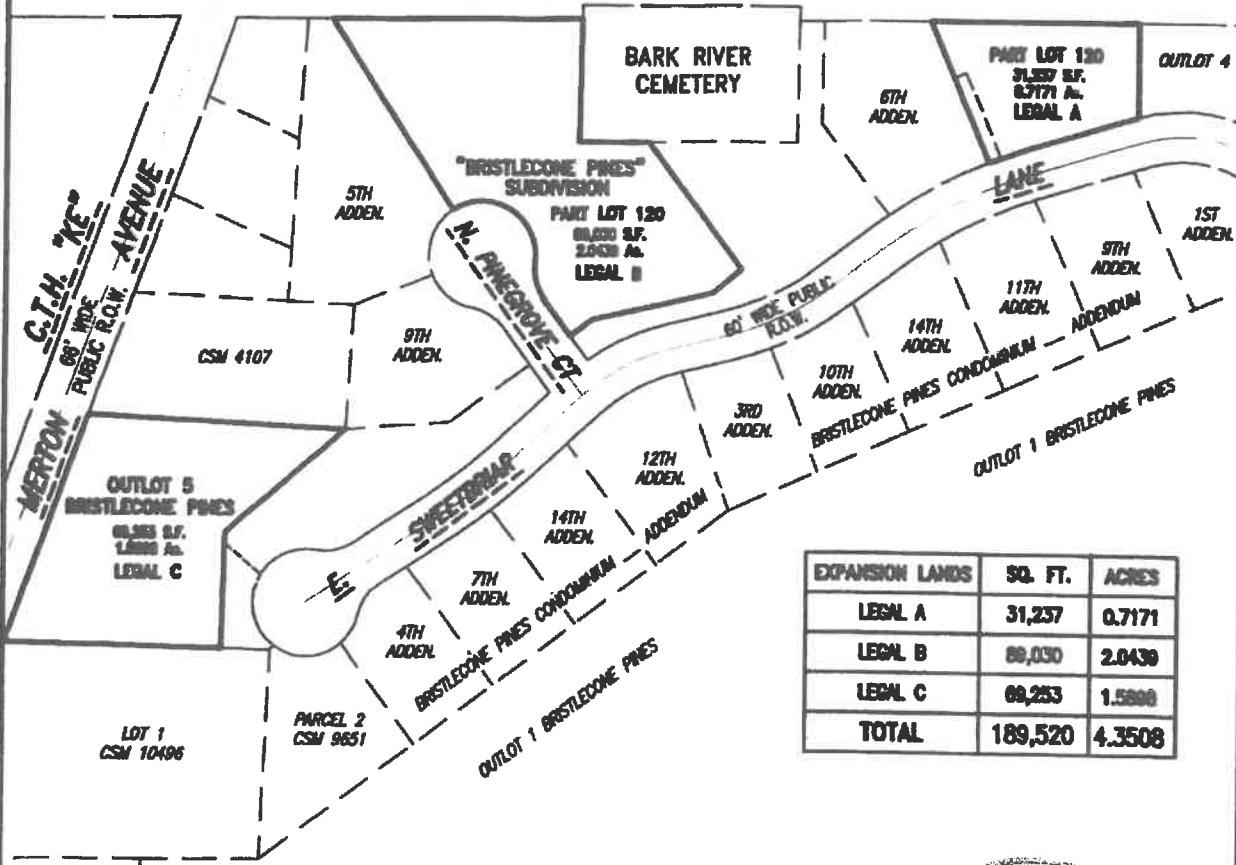
EXHIBIT "A"

2020 EXPANSION LANDS

LISBON ROAD (C.T.H. "K")

N. LINE, N.E. 1/4, SEC. 35-8-18

PUBLIC R.O.W. WIDTH VARIES



EXPANSION LANDS	SQ. FT.	ACRES
LEGAL A	31,237	0.7171
LEGAL B	88,030	2.0439
LEGAL C	60,253	1.3888
TOTAL	189,520	4.3508



4100 N. CALHOUN ROAD
Suite 200
Brookfield, WI 53005
Phone: (262) 790-1480
Fax: (262) 790-1481

THIS EXHIBIT WAS PREPARED BY DEBORAH L. JOERS, P.L.S. (S-2132)

DATE: 4-27-20

EXHIBIT "A" CONTINUED

2020 EXPANSION LANDS

Legal Description A:

All that part of Lot 120 of "BRISTLECONE PINES", being a subdivision of part of Parcel A of Certified Survey Map No. 2245, Lot 2 of Certified Survey Map No. 6992 and a part of Parcel 3 of Certified Survey Map No. 4182 also being a part of the Northeast 1/4, Northwest 1/4 and Southeast 1/4 of the Northeast 1/4, and the Northeast 1/4 of the Southeast 1/4 of Section 35, the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4, and the Northeast 1/4, Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 36, Town 8 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at the Northwest corner of said Northeast 1/4 Section; Thence North 89°51'42" East along the North line of said Northeast 1/4 Section, 1731.28 feet to a point; Thence South 00°08'18" East, 50.00 feet to a point on the South Right-of-Way line of "Lisbon Road" (C.T.H. "K") and the place of beginning of lands hereinafter described;

Thence continuing South 00°08'18" East, 113.86 feet to a point on the North Right-of-Way line of "East Sweetbriar Lane"; Thence South 73°20'00" West along said North Right-of-Way line, 138.10 feet to a point; Thence Southwesterly 50.00 feet along said North Right-of-Way line and the arc of a curve, whose center lies to the Southeast, whose radius is 590.00 feet, whose central angle is 04°51'21" and whose chord bears South 70°54'19.5" West, 49.99 feet to a point; Thence North 22°41'17" West, 183.40 feet to a point known as Point (A) on the South Right-of-Way line of said "Lisbon Road" (C.T.H. "K"); Thence North 89°51'42" East along said South Right-of-Way line, 250.00 feet to the point of beginning of this description.

Said Parcel contains 31,237 square feet or 0.7171 acres of land, more or less.

Legal Description B:

All that part of Lot 120 of "BRISTLECONE PINES", being a subdivision of part of Parcel A of Certified Survey Map No. 2245, Lot 2 of Certified Survey Map No. 6992 and a part of Parcel 3 of Certified Survey Map No. 4182 also being a part of the Northeast 1/4, Northwest 1/4 and Southeast 1/4 of the Northeast 1/4, and the Northeast 1/4 of the Southeast 1/4 of Section 35, the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4, and the Northeast 1/4, Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 36, Town 8 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at said Point (A); Thence South 89°51'42" West along a tie line and the said South Right-of-Way line of "Lisbon Road" (C.T.H. "K"), 159.99 feet to a point; Thence South 00°55'18" West along the East line of Bark River Cemetery, 148.02 feet to a point; Thence South 89°51'42" West along the South line of said Bark River Cemetery, 180.00 feet to the point of beginning of this description;

Thence South 36°50'00" East, 190.00 feet to a point; Thence South 50°07'24" West, 44.85 feet; Thence South 76°50'00" West, 150.10 feet to a point; Thence South 53°50'00" West, 33.39 feet to a point on the East Right-of-Way line of "North Pinegrove Court" known as Point (B); Thence North 36°10'00" West along said East Right-of-Way line, 55.00 feet to a point; Thence Northwesterly 46.31 feet along said East Right-of-Way line and the arc of a curve, whose center lies to the Northeast, whose radius is 60.50 feet, whose central angle is 43°51'12" and whose chord bears North 14°14'24" West, 45.18 feet to a point of reverse curve; Thence Northwesterly 148.03 feet along said East Right-of-Way line and the arc of a curve, whose center lies to the Southwest, whose radius is 65.00 feet, whose central angle is 130°29'12" and whose chord bears North 57°33'24" West, 118.05 feet to a point; Thence North 32°48'00" West along "Bristlecone Pines Condominium 5th Amendment", 273.94 feet to a point on the South Right-of-Way line of "Lisbon Road" (C.T.H. "K"); Thence North 89°51'42" East along said South Right-of-Way line, 303.56 feet to a point on the West line of the Bark River Cemetery; Thence South 00°55'18" West along said West line, 148.02 feet to a point; Thence North 89°51'42" East along the South line of said Bark River Cemetery, 84.04 feet to the point of beginning of this description.

Said Parcel contains 89,030 square feet or 2.0439 acres of land, more or less.

Legal Description C:

All of Outlot 5 of "BRISTLECONE PINES", being a subdivision of part of Parcel A of Certified Survey Map No. 2245, Lot 2 of Certified Survey Map No. 6992 and a part of Parcel 3 of Certified Survey Map No. 4182 also being a part of the Northeast 1/4, Northwest 1/4 and Southeast 1/4 of the Northeast 1/4, and the Northeast 1/4 of the Southeast 1/4 of Section 35, the Northeast 1/4, Northwest 1/4, Southwest 1/4 and Southeast 1/4 of the Northwest 1/4, and the Northeast 1/4, Northwest 1/4 and Southwest 1/4 of the Southwest 1/4 of Section 36, Town 8 North, Range 18 East, in the Village of Hartland, Waukesha County, Wisconsin, now being more particularly bounded and described as follows:

Commencing at said Point (B); Thence South 53°50'00" West, 180.00 feet to a point; Thence South 85°51'08" West, 127.01 feet to the point of beginning of this description;

Thence South 49°11'18" West, 193.10 feet to a point; Thence South 01°23'15" West, 140.00 feet to a point on the North line of Lot 1 of Certified Survey Map No. 10496; Thence North 88°36'45" West along said North line, 263.12 feet to the Easterly Right-of-Way line of "Merton Avenue" (C.T.H. "KE"); Thence North 20°00'42" East along said Easterly line, 293.10 feet to the Northwest corner of Outlot 5 of "Bristlecone Pines" subdivision; Thence South 87°08'17" East along the North line of said Outlot 5, 312.66 feet to the point of beginning of this description.

Said Parcel contains 69,253 square feet or 1.5898 acres of land, more or less.