

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

SUNSET DRIVE PINES, a condominium

A Small Condominium Created Under Wis. Stats. § 703.365

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There are no objections to this condominium
with respect to Sec. 704 Wis. Stat. and is
hereby approved for recording.

Dated this 17th day of Feb, 2026

Daniel C. Frick

Dane County Planning and Development

This Document was drafted by and
should be returned to:

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Tax Parcel Identification Numbers

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**DECLARATION
OF
SUNSET DRIVE PINES CONDOMINIUM**

This Declaration (the “*Declaration*”) is made under and pursuant to the Condominium Ownership Act of the State of Wisconsin (the “*Act*”) as codified in Chapter 703, Wisconsin Statutes, as amended, by the Olsen Trust (the “*Declarant*”).

**ARTICLE 1
STATEMENT OF DECLARATION AND PURPOSE**

The Declarant hereby subjects the real property and improvements described in Section 2.1 (the “*Property*” or the “*Condominium*”) to the condominium form of ownership in the manner provided by the Act.

**ARTICLE 2
DESCRIPTION, NAME AND RESTRICTIONS**

2.1 Legal Description. The Property subject to this Declaration is owned by the Declarant and is described on Exhibit A. The Condominium shall consist of four (4) units which shall be designated as Unit 1, Unit 2, Unit 3, and Unit 4.

2.2 Name and Address. The name of the Condominium is “*Sunset Drive Pines, a condominium*”. The Condominium’s principal address is 6466 Sunset Drive, Town of Verona, Dane County, Wisconsin, 53593.

2.3 Covenants, Conditions, Restrictions, and Easements. The Condominium shall be, on the date this Declaration is recorded, subject to:

- (a) General taxes and special assessments not yet due and payable;
- (b) Easements and rights in favor of gas, electric, telephone, water, and other utilities;
- (c) All other easements, covenants, and restrictions of record;
- (d) All municipal, zoning, and building ordinances; and
- (e) All other governmental laws and regulations applicable to the Condominium.

2.4 Small Condominium. The Condominium shall be a small condominium as defined in Wis. Stats. § 703.02(14m), and as set forth under Article 5 of this Declaration.

2.5 Purpose / Restrictions. The Condominium building and the Units may be used for any purposes subject to recorded deed restrictions and applicable zoning ordinances.

ARTICLE 3
UNITS, UNIT OWNERS AND UNIT USES

3.1 Definition of a Unit. ***“Unit”*** shall mean a part of the Condominium intended for independent use.

3.2 Description. A Unit in the Condominium shall be a cubicle of air whose perimetrical boundaries shall be set forth for such unit on the Condominium Plat, whose lower boundary is an imaginary horizontal plane located parallel to and 100 feet below the surface of the ground, extended to the perimetrical boundaries; and whose upper boundary is an imaginary horizontal plane located parallel to and 500 feet above the surface of the ground, extended to the perimetrical boundaries.

3.3 Identification. The Units are identified by unit number on the Condominium Plat, together with any and all improvements constructed or to be constructed thereon. A copy of the Condominium Plat is attached as Exhibit B.

3.4 Separation, Merger, and Boundary Relocation. Boundaries between Units may be separated, merged or relocated consistent with the Section 703.13 of the Act. Any separation, merger or boundary relocation shall require approval of the Town Board and Dane County.

3.5 Unit Owner. ***“Unit Owner”*** or ***“Owner”*** means a person, combination of persons, partnership, corporation, or other legal entity, which holds legal title to a Unit; *provided, however*, that in the event equitable ownership has been conveyed in the Unit by means of a land contract or other similar document, ***“Unit Owner”*** or ***“Owner”*** shall mean the land contract purchaser or vendee.

ARTICLE 4
COMMON ELEMENTS

4.1 Common Elements. ***“Common Elements”*** means all of the Condominium except the Units including, without limitation, any portion of the land and improvements to the Property that are not included in the definition and description of Unit, and all tangible personal property used in the operation, maintenance, and management of the Condominium. **NOTE: AT THE TIME OF THE RECORDING OF THIS DECLARATION, THE ONLY COMMON ELEMENT IS THE SHARED DRIVEWAY.**

4.2 Ownership / Percentage Interest. Each Unit has an equal, undivided interest in the Common Elements determined by taking the number one and dividing it by the total number of Units.

4.3 Limited Common Elements.

(a) Definition. “*Limited Common Elements*” shall mean those Common Elements identified in this Declaration and on the Condominium Plat as reserved for the exclusive use of one or more but less than all of the Owners of Units.

(b) Description. **As of the recording of this Declaration, there are no limited common elements. Accordingly, this section 4.3 would only be applicable if the condominium is amended in the future to include limited common elements.**

ARTICLE 5 AGREEMENT IN LIEU OF BYLAWS AND VOTING RIGHTS

5.1 Governance. Pursuant to Wis. Stat. § 703.365(3m), the administration of the Condominium shall be governed by this Declaration, which shall conclusively constitute an agreement in lieu of Bylaws. As provided under Wis. Stat. § 703.365(1) (a) and (b), the following subsections shall apply to this Declaration: Wis. Stat. § 703.365(2) (a) - (e), and (3) (a) - (d), (3m), and (5)-(8). Any subsection under Wis. Stat. § 703.365 that is not specifically incorporated hereunder shall not apply to this Declaration.

5.2 Association. The Association shall be known as the “**SUNSET DRIVE PINES CONDOMINIUM ASSOCIATION**”. All aspects of management, operation and duties of the Association shall be delegated to the Board of Directors. The Board of Directors shall be composed of one representative from each Unit, chosen by and from among the Unit Owner(s) of that Unit. Upon any transfer in Unit ownership, the new Unit Owner shall automatically be a member of the Association and subject to this Declaration and the Act. By becoming members of the Association, each Unit Owner assigns the management of the Common Elements of the Condominium to the Association. The Association shall act as trustee for the Unit Owners in any proceedings involving any settlements or agreements related to injury, destruction or taking of Condominium property. All actions of the Board of Directors must be approved by an affirmative vote or written consent of at least 75% of the Directors.

5.3 Voting Rights. Each Unit shall be entitled to one vote. If a Unit is owned by more than one person, the vote for the Unit shall be cast as agreed by the persons who have an ownership interest in the Unit, and if only one such person is present, it is presumed that person has the right to cast the Unit vote unless there is contrary evidence presented. In the event the persons cannot agree on the manner in which the vote is to be cast, no vote may be accepted from the Unit.

5.4 Notice. Notice of Association meetings shall be given to each Unit Owner at least three business days prior to a Meeting of the Association; provided, however, that a Unit Owner may waive its right to receive Notice under this provision.

5.5 Expenses, Maintenance and Operation. Any disputes relating to the Expenses, Maintenance and Operation shall be resolved consistent with Wis. Stat. § 703.365(6).

ARTICLE 6 REPAIRS AND MAINTENANCE

6.1 Units. Each Unit Owner shall be responsible for the construction, maintenance, repair, and replacement of all improvements constructed on or within the Unit. A Unit Owner may make improvements or alterations within his/her Unit in accordance with the Declaration.

6.2 Common Elements. The Common Elements may require repair or replacement from time-to-time, and the Association shall undertake the obligations to repair or replace the Common Elements as needed consistent with Article 5 of this Declaration; provided, however, that any damages to any of the Common Elements caused by a Unit Owner or a Unit Owner's employees, customers, guests, invitees, etc., shall be charged to the Unit Owner that caused such damages. **NOTE: AT THE TIME OF THE RECORDING OF THIS DECLARATION, THE ONLY COMMON ELEMENT IS THE SHARED DRIVEWAY.** Each Unit Owner is responsible for the construction and maintenance of the portion of their individual driveway within the Common Element, from the shared driveway to the Unit boundary.

ARTICLE 7 INSURANCE

7.1 Unit Owners' Insurance. Each Unit Owner shall obtain adequate property and liability insurance for its respective Unit including, without limitation, coverage for all buildings, improvements, fixtures, furniture, equipment and personal property located within the Unit.

7.2 Property Insurance. If there are any Common Elements in the future, the Board of Directors on behalf of the Unit Owners shall obtain and maintain insurance for the Common Elements covering the perils of fire, extended coverage, vandalism, and malicious mischief on a repair and replacement cost basis, for an amount not less than the full replacement value of the insured property.

7.3 Liability Insurance. If there are any Common Elements, the Board of Directors on behalf of the Unit Owners shall maintain comprehensive general liability insurance against all claims commonly insured against and in such amounts as the Board of Directors shall deem suitable for the Common Elements. Each Unit Owner's policy shall also contain "severability of interest" endorsements which shall preclude the insurer from denying the claim of a Unit Owner because of negligence on the part of the Association or other Unit Owners.

7.4 Administration. Any and all premiums associated with the insurance purchased on behalf of the Association covering the Common Elements shall be Common Expenses. All insurance shall be obtained from generally acceptable and commercially respectable insurance carriers.

ARTICLE 8 COMMON EXPENSES

8.1 General Assessments. The Board of Directors may levy general assessments (the “**General Assessments**”) against the Units for the regular maintenance, repair and replacement of Common Elements.

8.2 Special Assessments. The Board of Directors may levy special assessments (the “**Special Assessments**”) against the Units, for any purpose for which the Board of Directors may determine a Special Assessment is necessary or appropriate for the improvement or benefit of the Condominium. Special Assessments shall be paid at such time and in such manner as the Association may determine.

8.3 Lien. The assessments shall constitute a lien on the Units against which they are assessed. Attachment, filing, effectiveness, priority, and enforcement of the lien shall be as provided in Section 703.165 of the Wisconsin Statutes, as amended.

8.4 Unit Sale. Except as otherwise provided herein, unpaid assessments against a Unit shall be a joint and several liability of the seller and purchaser in a voluntary transfer of the Unit if a statement of condominium lien covering the delinquency shall have been recorded prior to the transfer.

ARTICLE 9 PROTECTIVE COVENANTS, ARCHITECTURAL CONTROL

9.1 General Purpose, Standards, Variances.

- (a) *General Purpose.* The general purpose of the covenants and restrictions set forth in this Article 9 (the “**Protective Covenants**”) is to help assure that the Condominium will become and remain an attractive and safe community.
- (b) *Standard of Review.* It is the intent of these Protective Covenants to create reasonable restrictions that are enforced in a reasonable manner. In any enforcement action, the court or arbitrator shall interpret and enforce these Protective Covenants in a manner that will impose a reasonable result balancing the cost to the Unit Owner(s) subject to the enforcement action and the impact to the Condominium.
- (c) *Variances.* The Board shall grant variances from any provision of this Declaration where such variance is not inconsistent with the

intent and spirit of this Declaration, and such variance is reasonable and does not have a significant, negative impact on the aesthetics or property values of the Condominium or other Units. The granting or denial of any variance shall be subject to the Standard of Review set forth under Section 9.2.

- (d) *Board Review.* No buildings shall be erected or placed on a Unit until the plans, specifications, lot drawing showing elevations and location shall have been approved in writing by the Board. The purpose of this approval is to ensure that the planned construction meets the covenants and restrictions of this document and is not intended to review floor plan arrangements, building style or design unless specifically outlined in this document. In the event the Board, or its agent do not object to such construction plans, specifications, lot plan and elevations in writing within 15 days after the above has been submitted, then such approval shall be deemed to have been given. All other conditions outlined in these covenants and restrictions are still binding and may be enforced by legal process.
- (e) *Liability of Board.* The Board and its designee or its individual members shall not be liable under any circumstances for any damage, loss or prejudice suffered or claimed on account of:
 - (i) The approval or disapproval of any plans and specifications, whether or not defective;
 - (ii) The construction or performance of any work, whether or not pursuant to approved plans and specifications; or
 - (iii) The development of any property within the Condominium.

9.2 Protective Covenants.

- (a) *Structures.* Each Unit owner shall have the right to construct within his or her Unit a residential dwelling and accessory building(s) so long as they comply with all applicable governmental zoning and land use regulations, and this Declaration. All buildings on the Unit shall conform with the setback requirements shown on the plat, and shall be within a 30,000 sf buildable envelope. Each single family residential building:
 - (i) shall not exceed two stories in height above basement or foundation level.

- (ii) shall have a minimum of 1,500 square feet of living space. For the purposes of determining living space, attached garages, open and screened porches, and basements, even if basements are finished, shall be excluded in the determination of square footage.
- (iii) shall have an attached garage and such garage shall contain not less than two (2) automobile garage stalls.
- (b) *Accessory Building.* Accessory building(s) may be erected on a Unit as long as it complies with applicable zoning and is placed within the 30,000 sf buildable envelope.
- (c) *Fences.* All fences shall meet existing county and Town of Verona fence ordinances.
- (d) *Garage and Driveway.* All garage floor surface areas shall be of concrete and all driveway surfaces shall be of asphalt or concrete.
- (e) *Limitations On Residential Uses.* No trailer, tent, shack, garage, barn or accessory building or any part thereof shall ever be used for residential purposes.
- (f) *Parking.* Parking or storage of boats, travel trailers, trailers, mobile homes, campers, snowmobiles, construction equipment, trucks, and other vehicles is prohibited unless kept inside attached garages or accessory building or stored in rear lot areas not in view of street sight line. This shall not prohibit the temporary storage of such vehicles for the purpose of load or unloading for a period not to exceed seventy-two (72) hours.
- (g) *Signs.* No commercial or business sign of any kind shall be displayed to the public view on any Unit except one professional sign of not more than six square feet advertising the Unit for sale during the hours of open house showings only, or signs provided and allowed exclusively by Declarant for builders or licensed real estate brokers during the initial construction and sales periods and for the resale of any Unit or Dwelling. The Declarant reserves the right to erect signs, gates or other entryway features surrounded with landscaping at the entrances to the Development and to erect appropriate signage for the sales of Units. This provision shall not be construed to prohibit signs associated with elections or other matters of public interest.
- (h) *Garbage and Refuse Disposal.* All receptacles for storage and disposal of garbage and waste material (e.g. garbage cans) shall

follow all Town of Verona requirements and directions, and shall be kept in a clean and sanitary condition and suitably screened from view from the street.

- (i) *Mailboxes.* Mail delivery and pick up is located on Sunset Drive. Each Unit will be responsible for its share of mailbox expense and maintenance.

9.3 Tree Maintenance within the western setback of Unit 2 and the setback on the south side of Units 1 & 2.

Clear Cutting of all conifer trees in these setbacks is prohibited unless permission is obtained from the Association. Removing dead, deceased, or fallen trees is allowed.

**ARTICLE 10
AMENDMENTS**

Except as otherwise provided herein, this Declaration may only be amended by the written consent of all of the Unit Owners. No amendment to the Declaration affecting the status or rights of the Declarant may be adopted without the written consent of Declarant. No amendment to this Declaration shall be effective until an instrument containing the amendment and stating that the required consents or votes were duly obtained, signed on behalf of the Association, and duly acknowledged or authenticated, is recorded with the Dane County Register of Deeds. For purposes of this provision and Declaration, each Unit shall have one (1) vote. No termination, amendment, variance or other modification to the provisions in this Declaration for sections 3.4, 9.2 (a), 9.2 (b), 9.3, and 10 shall be effective without the approval of the Town Board.

**ARTICLE 11
NOTICES**

11.1 Resident Agent. The resident agent and person to receive service of process for the Condominium or the Association shall be Sue Ann Schley, 814 E Wilson Street, Oconomowoc, WI 53066 or such other person as may be designated from time to time by the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

11.2 Notices to Unit Owners. Subject to Section 5.4 hereof, all notices required to be sent to Unit Owners shall be in writing, personally delivered or sent by first class mail to the Unit Owner's address. Said address shall be the address of the Unit owned by the Unit Owner in the Condominium, unless said Unit Owner has provided to the Association, in writing, another address for delivery of notices. For purposes of this Declaration, all time periods with respect to notice shall commence on the date that notice is personally delivered or the date upon which notice is mailed to the Unit Owner. It is acknowledged

by all Unit Owners that personal service or mailing shall constitute sufficient notice for the purposes of this Declaration.

**ARTICLE 12
GENERAL**

12.1 Assignability of Declarant's Rights. The Declarant reserves the right to assign its declarant rights, powers, and obligations by a written record instrument to any other party who assumes such rights, powers, and obligations. Upon the recording of any such assignment, such assigns shall become the Declarant under this Declaration and shall succeed to all such rights, powers, and obligations. Such amendment needs be signed only by the assignor and the assignee named therein.

12.2 Utilities. Each Unit Owner shall pay for all of its telephone, electrical and other utility services which shall be separately metered or billed for each user by the respective utility companies.

12.3 Warranties. The Declarant has made no warranty or representation in connection with the Condominium, except as specifically set forth in this Declaration. No person shall rely upon any warranty or representation unless contained in this Declaration.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Declaration has been executed this 15 day of OCTOBER, 2025.

OLSEN TRUST

By: Sue Ann Schley

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS.
COUNTY OF DANE)

On this 15th day of October, 2025, before me personally appeared Sue Ann Schley, Trustee of the Olsen Trust, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same.

**NOTARY PUBLIC
SARAH PROCTOR
STATE OF WISCONSIN**

Sarah Proctor
Notary Public, State of Wisconsin
My Commission ~~is permanent~~ expires 11-13-28

EXHIBIT A
Legal Description

A parcel of land located in the SE1/4 of the NW1/4 and the SW1/4 of the NE1/4 of Section 36, T6N, R8E, Town of Verona, Dane County, Wisconsin to-wit:
Commencing at the East 1/4 corner of said Section 36; thence N89°29'52"W, 2292.80 feet along the South line of said NE1/4; thence N00°47'27"E, 33.00 feet to a point on the North right-of-way line of Sunset Drive, also being the point of beginning; thence N89°29'52"W, 322.64 feet along said North right-of-way line; thence N89°30'09"W, 326.28 feet along said North right-of-way line to a point on the East line of Lot 2, Certified Survey Map No. 12066; thence N01°09'44"E, 1275.28 feet along the East line of Lot 2, Certified Survey Map No. 12066 and the Northerly extension thereof to a point on the North line of said SE 1/4 of the NW 1/4; thence S89°31'27"E, 321.14 feet to the Southeast corner of Unit 3, Deer Haven Estates Condominium; thence S89°43'03"E, 319.52 feet to the Southeast corner of said Unit 3; thence S00°47'27"W, 1276.56 feet along the West line of Deer Haven Trail and the Southerly extension thereof to the point of beginning. Containing 822,482 square feet (18.882 acres).

EXHIBIT B
Condominium Plat
See attached

