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Tx:4049704

Document Number

**DECLARATION OF COVENANTS,
RESTRICTIONS AND CONDITIONS,
FOR TERNEUS ESTATES**

2191947
SANDY DISRUD
REGISTER OF DEEDS
ROCK COUNTY, WI
RECORDED ON
06/30/2021 10:46 AM
REC FEE: 30.00
PAGES: 24

Recording Area

Name and Return Address
Jonathan W. Groessl
Carney Thorpe, LLC
PO Box 2000
Janesville, WI 53547-2000

24

See attached legal description and tax parcel numbers.

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Legal Description:

Lots 1-27 and Outlot 2 (as such outlot may be reconfigured if and when the Plat of Terneus Estates is amended) of **Plat of Terneus Estates**, recorded in the Office of the Register of Deeds of Rock County, Wisconsin as Document No. 2170081, located in Lot 1 of a Certified Survey Map recorded in Volume 10, Pages 191 and 192 of Certified Survey Maps of Rock County, Wisconsin, as Document No. 934915 and part of the SE 1/4 of the NE 1/4 of Section 16, T.3N., R. 13E., of the 4th P.M., City of Janesville, Rock County, Wisconsin.

<u>Lot</u>	<u>Tax #</u>	<u>Address</u>
1	216200201	3423 Emerald Dr
2	216200202	3441 Emerald Dr
3	216200203	4530 Huntington Av
4	216200204	4522 Huntington Av
5	216200205	4516 Huntington Av
6	216200206	4501 Huntington Av
7	216200207	4507 Huntington Av
8	216200208	4515 Huntington Av
9	216200209	4521 Huntington Av
10	216200210	4529 Huntington Av
11	216200211	3511 Walters Way
12	216200212	3519 Walters Way
13	216200213	3523 Walters Way
14	216200214	3625 Walters Way
15	216200215	3622 Walters Way
16	216200216	3640 Walters Way
17	216200214	3525 Walters Way
18	216200218	3600 Walters Way
19	216200219	3635 McCann Dr
20	216200220	3522 Walters Way
21	216200221	3516 Walters Way
22	216200222	4402 Scottys Dr
23	216200223	4340 Scottys Dr
24	216200224	4318 Scottys Dr
25	216200225	4312 Scottys Dr
26	216200226	4308 Scottys Dr
27	216200227	4302 Scottys Dr
OL 2	216200229	3523 McCann Dr

**DECLARATION OF COVENANTS,
RESTRICTIONS, AND CONDITIONS
FOR
TERNEUS ESTATES PHASE I**

THIS DECLARATION is made this 24th day of June, 2021, by Advantage Land, LLC.

WITNESETH:

WHEREAS, Developer owns certain land in the City of Janesville which has been platted as the PLAT OF TERNEUS ESTATES (the "Terneus Estates Phase I"), and which has been recorded with the Rock County Register of Deeds as Document No. 2170081. This Declaration shall fully apply to Terneus Estates Phase I; and

WHEREAS, Developer, for the preservation of property values and to promote a high quality of life, desires to subject the Subdivision (as defined below) to certain covenants and restrictions.

NOW, THEREFORE, Developer hereby declares that the Subdivision and each Lot (as defined below) shall be used, held, sold, and conveyed subject to the covenants, restrictions and conditions set forth below, which shall inure to the benefit of and encumber the Subdivision and each Lot thereof, and shall run with said lands.

ARTICLE 1
Definitions

For purposes of these covenants, restrictions and conditions, the following terms shall be defined in the following manner:

1.1 "Committee" shall mean the Developer or Architectural Control Committee; whichever is then applicable, as described in Article 3.1.

1.2 "Declaration" shall mean the covenants, restrictions, easements, charges, liens, and other provisions herein set forth in this entire document, as it may from time-to-time be amended.

1.3 "Developer" shall refer to ADVANTAGE LAND, LLC, or its successors and assigns.

1.4 "Dwelling" shall mean a detached single-family residential dwelling located in the Subdivision.

1.5 "Lot" shall refer to a portion of the Subdivision identified as a lot on the recorded Terneus Phase I, as amended.

1.6 "Building Site" shall mean a Lot as specified in Section 1.5 above or an individual Lot and one (1) additional adjacent lot.

1.7 "Owner" shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to a platted Lot within the Subdivision, except that as to any such

Lot which is the subject of a land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

1.8 "Subdivision" shall mean and refer to the real estate described in the legal description attached hereto and in the Plat of Terneus Estates, as it may be amended from time to time. As described above, the number, location, and configuration of the Lots within the Subdivision may change in the future, and these Covenants shall automatically apply to such re-configured Lots.

ARTICLE 2

Property Subject to This Declaration

2.1 Description. The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of Janesville, Rock County, Wisconsin and is more particularly described as set forth on the attached Exhibit A.

ARTICLE 3

Architectural Control

3.1 Architectural Control Committee - Developer. While the Developer retains ownership of any Lot in the Subdivision, this Committee shall consist of the Developer. The Developer may appoint an agent to act in its place at the Committee. When the Developer ceases to own any of the subject Lots, the Committee shall consist of three (3) Dwelling owners as set forth in Section 3.2 below. Any decision by the Committee as required in this Declaration shall be in writing.

3.2 Architectural Control Committee – Post-Developer. Within thirty (30) days following Developer's sale of its last Lot in the Subdivision, the Developer shall send a written notice of this event to all Owners in the Subdivision. Thereafter within sixty (60) days of the Developer sending such notice, (i) any Owner(s) shall send to the Developer their contact information to be used as a voting database, and (ii) any interested Owner may submit their biography and qualifications to sit on the Architectural Control Committee. The Developer shall then, at its cost, send such nominations and a ballot to all Owners, and shall count the returned ballots. Any Owner may be present when the ballots are counted. The Owners shall have one vote per Lot and shall elect the three members of the Committee. Any decision by the Committee as required in this Declaration shall be in writing.

3.3 Architectural Control.

(a) No building, fences, or outbuildings shall be erected, placed or altered nor any landscaping commenced until the plans and specifications therefore and a plan showing the location and details of the structure and landscaping have been approved by the Architectural Control Committee (hereafter "Committee") as to the quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, finish grade elevations and exterior of property.

(b) For each Dwelling or other similar improvements erected or placed on any Lot subject to this Declaration, the Committee prior to commencement of construction shall approve the prime contractor or builder to be hired for construction of such Dwelling or other improvement in writing.

Such approval may be withheld for reasons such as the proposed builder's financial status, business history and prospects, building reputation, or any other reason which would be similarly relied upon by a reasonably prudent businessman then-developing a neighborhood of quality single family residences.

(c) Homeowners shall at all times be entitled to perform normal, routine maintenance on their Dwellings without seeking the approval of the Committee.

3.4 Procedures

(a) An Owner desiring to construct any improvement, alteration (including any exterior remodeling, repainting, or staining) or Dwelling addition on a Lot or Lots shall submit construction plans and specifications and a site plan showing the location of all contemplated improvements ("Plans") to the Committee for written approval. The Plans to be submitted shall include, as applicable in each instance, the following:

(i) Construction details for all building structures, fences, walls, decks, and other improvements;

(ii) Proposed facades of any building, including the style and location of eaves and windows;

(iii) Description of materials to be used;

(iv) Color scheme of all improvements; and

(v) Such other materials as the Committee may deem necessary.

(vi) The Plans shall show, at a minimum, the exterior design, height, building material, color scheme, the location of the structure with building elevations, finished grade with respect to street, the location of the driveway; and the general plan of landscaping and grading. One copy of the Plans shall be deposited with the Developer.

(b) As to the Plans, the Committee may approve, disapprove, or approve subject to stated conditions, which shall be adhered to by Owner.

(c) In the event the Committee does not approve, disapprove, or approve subject to conditions within thirty (30) days after the Plans have been submitted in writing in accordance with this Article, then Committee approval shall be deemed granted.

(d) If approval is received from the Committee, then the Owner shall construct any improvements substantially in accordance with the submitted documents. All material changes to the Plans must be resubmitted to and approved by the Committee. Any changes to the Plans that would lessen the quality or expense of the construction, or alter or change the exterior appearance or color scheme, shall be deemed to be material changes.

3.5 Standards. In exercising any authority under this Declaration, the Committee shall act in accordance with the following standards:

- (a) To assure the most appropriate development and improvement of the Lot;
- (b) To protect each Owner of a Lot against improper uses by other Lot Owners;
- (c) To preserve the beauty of the Lot and Subdivision in general;
- (d) To guard against the erection of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable material;
- (e) To encourage and secure the erection of attractive, adequately sized homes, which conform and harmonize in external design and color scheme with, other structures within the Subdivision and which are properly located upon the Lot in accordance with its topography and finished grade elevation; and
- (f) To provide for high quality improvements which will protect the investments of purchasers of Lots.

3.6 Liability of Committee. The Developer and the Committee shall not be liable for any loss suffered by any person on the basis of the approval or disapproval of any proposed use, Plans, specifications, site plan or other matter, including any loss arising out of the negligence of the Developer or Committee.

3.7 Expert Fees. In the event that the Committee deems it necessary to obtain expert assistance in its review of an Owner's submission, it shall be authorized to retain expert(s) after first notifying Owner of its intention to do so. The cost of such experts shall be paid by the Owner as a condition of approval and shall be paid before commencement of any work.

3.8 Exceptions Committee. The Exceptions Committee shall consist of two (2) Dwelling owners and the Developer. The Exceptions Committee may issue such temporary or permanent exceptions or variances with respect to any of the covenants, restrictions and conditions herein contained as may be approved by unanimous vote, exclusive of any vote of the Owner requesting such exception or variance, who may be a member of the Exceptions Committee. When the Developer ceases to own any of the subject Lots, the Exceptions Committee shall be disbanded, and its duties assumed by the Architectural Control Committee.

ARTICLE 4

Architectural and Other Lot Restrictions and Prohibitions

4.1 Restrictions, Prohibitions, and Conditions. The following restrictions, prohibitions, and conditions apply to all Lots hereunder.

- (a) The Owner (or his/her builder) of any Lot subject to this Declaration shall not change the elevation of the utility and gas line easements in excess of six (6) inches without the permission of the applicable utility and shall be responsible for any damages caused to underground utilities based on any changes in grade of more than six (6) inches.

(b) The elevation of the top of foundation for each home on every Lot has been established on the Grading & Drainage Plan filed with the City. This elevation has been established to positively drain surface water run-off for the development and should not be changed without the written authorization from the developer and the City. The Committee, for the benefit of other Owners, shall keep a copy of all site plans received from each home built in the development.

(c) The following minimum floor area requirements shall apply to all single-family and duplex residential Dwellings erected:

(i) No single-story, single-family Dwelling shall have less than 1,600 square feet on the main level.

(ii) No two or one and one-half story Dwelling shall have less than 1,800 square feet, with a minimum of 1,100 square feet on the main (first floor) level.

(iii) No raised ranch, bi-level, or tri-level building shall have less than 1,600 square feet on the main level.

(iv) The determination of whether a Dwelling is two or one and one-half stories shall be made from the front street grade.

For the purpose of determining floor area, stair openings shall be included, but open porches, screened porches, attached garages, and basements, even if the basements are finished, shall be excluded. A main level is defined as a level that is totally above the finished grade of the Lot.

A lot shall be deemed to be used for "single-family residential purposes" if it is occupied by no more than one family (defined to include persons related by birth, marriage or adoption) plus no more than two unrelated persons. No business, whether or not for profit, including, without limitation, any day care center, animal boarding, kenneling or treatment business, products distributorship, manufacturing facility, sales office, or professional practice, may be conducted at or from any Dwelling. This clause shall not prohibit individuals from working from home, as long as (i) only residents of the Dwelling are working in the Dwelling, and (ii) customers of the business are not seen in person at the Dwelling on a regular basis. This restriction shall also not prohibit a builder from having a model home.

(d) All Dwellings must have an attached garage and such garage must contain not less than two (2) nor more than three (3) garage stalls facing the street capable of holding at least two full-size automobiles.

(e) The following standards shall be adhered to in relation to all designs and construction to preserve the natural and improved beauty of the Subdivision.

(i) All chimneys and flues shall be fully enclosed.

(ii) No plywood siding shall be allowed.

- (iii) The main roof pitch shall be no less than six inches in every twelve inches. Exceptions to this requirement may be made for porches and other exterior architectural design details.
- (iv) Masonry, stone, stucco, or cedar shall encompass a minimum of 25% of the front elevations of each property, including gables. The surface area shall be the total area less windows, exterior doors, and overhead garage doors.
- (v) Trim, siding, masonry and roofing colors shall be coordinated to provide the most aesthetic combination for a particular Dwelling as well as for the overall development of the Subdivision. Use of earth tone or other neutral colors is encouraged.
- (f) No Dwelling or other building structure previously erected elsewhere may be moved onto any Lot subject to this Declaration, except new panelized construction, which has been approved by the Committee.
- (g) All driveways must be asphalt or concrete.
- (h) All areas of any Lot sold by the Developer and not used as a Building Site, lawn, or under cultivation as a garden, shall have a cover crop or be so cultivated or tended in its natural state as to keep such areas free from noxious weeds. The Owner shall keep each Lot, and all improvements, in good order and repair and free of debris or salvage material all in a manner and with such frequency as is consistent with good property management.
- (i) Construction of all Dwellings or other improvements shall be completed within twelve (12) months after issuance of a building permit for the respective structure and the acceptance of the Subdivision's public improvements by the City of Janesville. All landscaping and driveways shall be completed within ninety (90) days of occupancy of Dwelling. If such construction or landscaping is delayed due to conditions beyond the control of the Lot Owner, the time for completion shall be extended by the Architectural Control Committee by the period of such delay but in no event shall the whole construction process continue longer than eighteen months after the issuance of building permit.
- (j) No Lot as platted shall be re-subdivided. No boundary line within the Subdivision shall be changed, except with the approval of the Committee. This section shall not be construed to prevent the use of one Lot and part or all of another Lot as one Building Site.
- (k) No sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than six square feet advertising the property for sale and during the hours of open house showings only, or signs provided and allowed exclusively by the Developer for builders or licensed real estate brokers during the initial construction and sales periods. The Developer reserves the right to erect monuments surrounded with landscaping at the entrances to the Subdivision to identify the Subdivision and to erect appropriate signage for the sales of Lots.
- (l) The following are minimum landscaping requirements for all Lots hereunder upon completion of construction:

- (i) Upon completion of construction or within (30) days of occupancy front, side, and rear yards must be seeded, sodded or hydro seeded and/or mulched with a quality blue grass mixture.
- (ii) Topsoil has been removed from developed lots and temporarily stored on Lots 34 and 36 for spreading on other lots IN BOTH PHASES OF TERNEUS ESTATES after construction by the builder. By storing the topsoil in this manner, the builder does not need to strip each lot of topsoil and store on the lot, saving this expense. However, hauling topsoil from the temporary stored area will incur additional expense to each builder, offsetting this savings. Each owner may remove up to 10 loads (100 yards) of topsoil from this storage area provided they build within three years of purchasing their lot. After this time the topsoil storage may not be available and the owner will have to purchase topsoil elsewhere.
- All lots shall be final graded per the Grading & Drainage Plan filed with the City and at least two (2) inches of topsoil shall be applied to all land areas prior to sodding and at least four (4) inches shall be applied to all land areas prior to seeding or hydroseeding.
- (iii) Each Lot Owner shall be required to spend an additional minimum sum of one thousand five hundred dollars (\$1,500.00) on trees, foundation plantings or other landscape amenities with at least two deciduous trees with a minimum trunk circumference of two inches planted within one year of completion of a Dwelling.
- (iv) Landscape plantings and maintenance of the premises shall be the responsibility of the Lot Owner. Complete visual screening of the front or side boundaries of the premises is prohibited without approval of the committee.
- (m) No high intensity indiscriminate yard lighting shall be placed or utilized upon any Lot without the written authorization of the Committee; provided, however, this provision shall not be interpreted to prohibit locational outdoor lighting illuminating entrances, walkways, driveways, patios, decks, and the like.
- (n) There shall be no burning of trash, rubbish, grass, brush, or other materials anywhere in the Subdivision unless specifically authorized by the Committee pursuant to written guidelines which take into account safety considerations. No trash, lawn trimmings, or brush shall be deposited on any undeveloped Lot in the Subdivision.
- (o) No above-ground swimming pools are permitted. Other swimming pools will not be permitted without prior approval of the Architectural Control Committee and shall be installed in accordance with all State and Local regulations and ordinances.
- (p) Construction of all Dwellings in the Subdivision will meet Wisconsin "Focus on Energy" certification requirements and shall have maintenance-free exteriors.

4.2 Use Requirements.

- (a) Lots One (1) through twenty-seven (27) shall be used for single-family residential purposes only per City of Janesville Zoning ordinances.

(b) Only two (2) domestic animals may be kept on any Lot and must be housed within the principal structure. Commercial animal boarding, breeding, kenneling, or treatment is expressly prohibited whether done for a fee or not. No outside kennels for pets shall be permitted. Garden sheds are permitted, not exceeding a floor area of eighty (80) square feet, or an overall height of nine (9) feet, and shall be in a residential style and color comparable to the existing residence, and otherwise in compliance with City regulations regarding accessory uses. The Owner shall be responsible for maintaining the Lot in a neat appearance.

(c) No basement, tent, or garage or any part thereof erected on any Lot shall at any time be used as a residence, temporarily or permanently.

(d) Commercial trucks, boats, recreational vehicles, or trailers shall at all times be parked in the garage of the Dwelling unit. The repair or maintenance of any motorized vehicle shall not be permitted except within the confines of the garage of a Dwelling. However, an Owner shall be permitted to park one (1) work vehicle (pickup truck or van) on the Lot's driveway if said work vehicle is used on a regular basis and is not 'stored' or parked for any extended periods of time. This shall not prohibit the temporary storage of such vehicles for the purpose of loading or unloading for a period not to exceed forty-eight (48) hours. No cars or other vehicles shall be parked on lawns or yards at any time.

(e) No noxious or offensive trade or activity shall be carried on nor shall anything be done which may become a nuisance to the neighborhood. Nuisances such as loud or unreasonable noises shall not be permitted to exist upon any Lot so as to be detrimental to any neighboring Lot or its occupants. Exterior lighting shall not be directed in such a manner as to create annoyance to neighbors. Trash and garbage containers shall not be permitted to remain conspicuous except on days of trash collection. No clotheslines or other clothes drying apparatus shall be permitted in any yard on a permanent basis. This shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in back or side yards and shall not exceed 200 square feet.

(f) Firewood and/or woodpiles (in an amount not to exceed one face-cord) may be kept outside at the rear of Dwellings. Fire pits are permitted provided they comply with all City of Janesville requirements. All areas of Lots not used as a building site or lawn or under cultivation as a garden shall have a cover crop or be so cultivated or tended as to keep such areas from noxious weeds. Each Owner shall maintain the Lot in a neat appearance.

(g) No exterior antennas, or satellite dishes (other than allowed by law) shall be permitted. Solar panels may be approved by the Committee when they are placed on the rear of the home.

(h) The zoning and building ordinances of the City of Janesville relating to residential development areas shall apply and shall govern the use of and any construction upon said Lots as to the following matters, namely; Dwelling construction material, standards and size, building location, lot area and width, nuisances, temporary structures, water supply, sewage disposal, protective screening, slope control, sight distances at intersections, and use of such property, except as otherwise herein provided. If any requirement or restriction set forth herein conflicts

with the zoning and building ordinances of the City of Janesville relating to residential development areas, such zoning and building ordinances shall apply.

4.3 Architectural Requirements.

- (a) The requirements set forth in Sections 4.1.e above, may be waived by the Committee, if the proposed architecture and quality of the house is such as to present an appearance compatible with other houses in the neighborhood.
- (b) No fence shall be erected on any part of any Lot without the approval of the Committee. The construction, maintenance, or use of chain link fences is prohibited, with the exception of dog runs, which must be attached to the Dwelling unit to which it belongs.
- (c) Any delivery boxes, including newspaper openings and support columns, shall be constructed of wood or similar materials and shall be of a design that complies with all US Postal Service regulations and City of Janesville Ordinances. Notwithstanding the foregoing, the City of Janesville is requiring all mail receptacles to be constructed by the Developer in centralized locations.
- (d) All buildings constructed on any Lot shall conform to all governmental zoning requirements and all side yard and setback requirements imposed by local ordinance.

Furthermore, if more than one Lot is to be used as a building site (e.g., because of the combination of a Lot with neighboring property), then the setbacks shall be measured from the Owner's property line boundaries rather than from the platted Lot boundaries. The Committee shall have the right to change the side yard and setback requirements for new construction in its sole discretion provided that all abutting Lots shall have the same setbacks.

ARTICLE 5 General Provisions

5.1 Duration of Declaration. This Declaration shall run with the land and shall be binding upon and inure all to the benefit of all persons having an interest in the Subdivision for a period of twenty-five (25) years after its recording with the Rock County Register of Deeds, after which time this Declaration shall automatically stand renewed for successive five (5) year periods unless the same is canceled as provided in Article 5.3 below.

5.2 Remedies. If any Owner, or any member of his family, any guests, or any lessee shall violate or attempt to violate any of the covenants, restrictions and conditions contained herein while this Declaration is effective, the Developer, the Committee, or any Owner shall have standing to bring proceedings at law or in equity against the party violating or attempting to violate any such covenants, restrictions, or conditions and the prevailing party shall be awarded reasonable attorney's fees and costs, and any person violating any of the covenants, restrictions or conditions shall be liable for all costs of removing and correction any such violation. Failure to enforce any provision of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

5.3 Modification of Declaration. This Declaration, or any part thereof, may be amended in writing as to some or all of the Lots subject to this Declaration by an instrument signed by the Owners of not less than two-thirds of the Lots in the Subdivision. The instrument shall be recorded. Notwithstanding the foregoing, the Developer reserves the right to amend this Declaration with the consent of a majority of existing Owners at any time, with the Developer being treated as one Owner.

5.4 Severability. Invalidation of any one of these covenants, restrictions or conditions or any severable part of same, by judgment or court order, shall not affect any of the other provisions, which shall remain in full force and effect.

5.5 Number and Gender. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

5.6 Applicable Laws. The Declaration shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

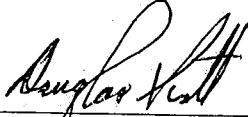
5.7 Caption. The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define or limit the scope or intent of the various provisions hereof.

5.8 Grandfather Clause. In the event any existing Dwelling or Lot does not conform to these Declarations as of the above date, the existing Dwelling and/or Lot shall be grandfathered so that it will be deemed to comply with these Declarations. This clause shall specifically apply to Lot 19, including the existing home, outbuildings, and other covenant restrictions. Lot 19 may have another outbuilding installed of up to 3,000 square feet upon the approval of the Developer.

Signature lines on following pages.

IN WITNESS WHEREOF, the undersigned parties have executed this instrument on this 23 day of June, 2021.

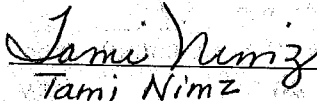
Advantage Land, LLC



By: Great Scott Properties, Inc., Member
By: Douglas Scott, President

STATE OF WISCONSIN)
) ss
COUNTY OF ROCK)

Personally came before me this 23rd day of June, 2021, the above-named Douglas Scott known by me to be the person who executed the foregoing instrument and acknowledged that said person executed the foregoing instrument as the deed of said LLC, by its authority.



Tami Nimz
Notary Public, Rock County, WI
My Commission expires: 7-6-2024

Drafted by, and return to:

Jonathan W. Groessl
Carney Thorpe, LLC
2620 N. Pontiac Drive
P.O. Box 2000
Janesville, WI 53547-2000



DocId:8216563

Tx:4135729

Document Number

Document Title

2234857

**SANDY DISRUD
REGISTER OF DEEDS
ROCK COUNTY, WI**

**RECORDED ON
01/26/2023 01:58 PM**

REC FEE: 30.00

PAGES: 6

Recording Area

Name and Return Address

*Jan Graissl
Dillon Grubel LLC
466 Midland Rd*

Janesville WI 53546

Parcel Identification Number (PIN)

See attached

THIS PAGE IS PART OF THIS LEGAL DOCUMENT – DO NOT REMOVE.

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document.

WRDA Rev. 12/22/2010

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS,
RESTRICTIONS, AND CONDITIONS
FOR
TERNEUS ESTATES**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS FOR TERNEUS ESTATES (this "Amendment") is effective as of the date of recording.

WITNESETH:

WHEREAS, Developer has recorded the DECLARATION OF COVENANTS, RESTRICTIONS, AND CONDITIONS FOR TERNEUS ESTATES PHASE I with the Rock County Register of Deeds Office as Document No. 2191947 on June 30, 2021 (the "Declaration"). Capitalized terms not defined herein shall have the definitions set forth in the Declaration; and

WHEREAS, this Amendment is being made pursuant to Article 5.3 of the Declaration; and

WHEREAS, the Declaration has not been amended prior to this Amendment.

NOW, THEREFORE, Developer hereby declares that the Subdivision and each Lot in all phases shall be used, held, sold, and conveyed subject to the covenants, restrictions and conditions set forth below, which shall inure to the benefit of and encumber the Subdivision and each Lot thereof, and shall run with said lands.

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein as though fully set forth.
2. Article 1.5. Article 1, Section 1.5 of the Declaration, is hereby deleted in its entirety and replaced with the following:
 - 1.5 "Lot" shall refer to a portion of the Subdivision identified as a lot on a recorded Plat of Survey for Terneus Estates, as amended.
3. Article 4.1. Article 4, Section 4.1(c)(i) of the Declaration, is hereby deleted in its entirety and replaced with the following:
 - 4.1(c)(i) No single-story, single-family Dwelling shall have less than 1,600 square feet on the main level, provided, however, that Dwellings on Lots 37-44 shall not have less than 1,500 square feet on the main level.
4. Article 4.2. Article 4, Section 4.2(a) of the Declaration, is hereby deleted in its entirety and replaced with the following:
 - 4.2(a) Use Requirements. Lots One (1) through forty-four (44) shall be used for single-family residential purposes only per City of Janesville Zoning ordinances.

Signature lines on following pages.

26th IN WITNESS WHEREOF, the undersigned parties have executed this instrument on this day of January, 2023.

Advantage Land, LLC



By: Douglas E. Scott, Manager

STATE OF WISCONSIN)
) ss
COUNTY OF ROCK)

Personally came before me this 26th day of January, 2023, the above-named Douglas E. Scott known by me to be the person who executed the foregoing instrument and acknowledged that said person executed the foregoing instrument as the deed of said LLC, by its authority.



Notary Public, Rock County, WI
My Commission expires: 7-6-2024

