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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

**PARTY WALL RESTRICTIONS  
Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

Jane E. Rosien, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067  
Telephone: (515) 462-4912

**Taxpayer Information:**

S & R Enterprises, LLC, 114 E. Jefferson Street, Winterset, IA 50273

**Return Document To:**

Jane E. Rosien, 114 E. Jefferson Street, P.O. Box 67, Winterset, IA 50273-0067

**Grantors:**

S & R Enterprises, LLC

**Grantees:**

S & R Enterprises, LLC

**Legal Description:** See Page 2

**Document or instrument number of previously recorded documents:** N/A

## **PARTY WALL RESTRICTIONS**

**WHEREAS**, S & R Enterprises, LLC is the owner of the following described parcels of real estate:

**The North 26 feet and 4 inches of the South Half (½) of Lot One (1), and the East 22 feet of the North 26 feet and 4 inches of the South Half (½) of Lot Two (2) in Block Seventeen (17) of the Original Town Plat of Winterset, Madison County, Iowa; (hereinafter Parcel "A")**

**AND**

**The West Two-thirds (2/3) of Lot Two (2) in Block Seventeen (17) of the Original Town of Winterset, Madison County, Iowa; (hereinafter Parcel "B")**

and,

**WHEREAS**, the buildings on the above-described parcels of real estate are separated by a Party Wall,

**NOW THEREFORE**, S & R Enterprises, LLC does hereby impose the following restrictions, which should be and hereby are imposed upon the above-described parcels of real estate and will henceforth run with both such parcels.

1. "Party Wall" shall mean and refer to the dividing wall between each above described parcel. Any matters concerning such Party Wall which are not covered by the terms of this document shall be governed by the general rules of law related to "party walls".
2. The cost of maintaining the Party Wall, shall be borne equally by the owners of the parcels on either side of said Party Wall.
3. In the event of damage, destruction or need for repair to the Party Wall from any cause, other than the negligence of either party hereto, the owners of the parcel on either side of the Party Wall where the damage, destruction or need for repair occurred, shall be responsible to repair, rebuild or reconstruct the Party Wall. The cost of such repair, rebuilding or reconstruction shall be borne equally by the owners of the parcels on either side of said Party Wall. In the event that either owner's negligence was the cause of damage to or destruction of the Party Wall, such

negligent party shall bear the entire cost of repair, rebuilding or reconstruction. If either party shall neglect or refuse to repair, rebuild or reconstruct the Party Wall as prescribed herein, or neglect or refuse to pay their share, or the full cost in the event of negligence, the other party may have the Party Wall fully repaired, restored or reconstructed and shall be entitled to have a mechanic's lien against the parcel owned by the other party who failed to pay. Such mechanic's lien shall be for the amount of such defaulting party's share of the repair, reconstruction or replacement costs together with interest at the maximum allowable rate. In addition to the mechanic's lien, the party having the Party Wall repaired shall be entitled to attorney's fees and all other remedies available under the law.

4. Neither owner shall alter or change the Party Wall in any manner, non-structural interior decoration excepted. Such Party Wall shall remain in the same location as originally erected.
5. The owners of the parcels on each side of the Party Wall shall have a perpetual easement in and to that part of the premises of the other on which said Party Wall is located, for the purposes of use of such Party Wall and any other additional area needed for repair, reconstruction, replacement and maintenance of the Party Wall.
6. Each owner of the parcels on each side of the Party Wall shall keep the exterior walls of their parcel in good condition and repair at their sole cost and expense. No owner shall do any act, or permit any act to be done, which would depreciate or devalue the buildings on either side of the Party Wall.
7. Each owner shall maintain the roof over their parcel in good condition and in such manner so as not to cause any damage to the other portion of the building. The owner of Parcel "B" described above shall bear the full responsibility and the full cost of maintaining and repairing the roof line connecting the roof over the structure on said Parcel "B" to the structure located on Parcel "A" described above. Such roof line shall be maintained and/or repaired in such a way so as not to cause any damage to the structure on Parcel "B".
8. Any owner of either parcel on each side of the Party Wall who by their negligence, disinterest or willful act causes the Party Wall to be exposed to the elements shall bear the full cost of furnishing any and all necessary protection against such elements and shall pay all damages resulting from such exposure.
9. In the event it shall be necessary for any owner to retain the services of an attorney to assist with the enforcement of such owner's rights herein or for the recovery of monies due to such owner pursuant to the provisions herein, including, but not limited to, the necessity of filing a lawsuit for the enforcement of such rights or recovery, the prevailing party shall be entitled to recover from the losing party all

costs of the court action and reasonable attorney's fees, as determined by the Court. This remedy shall be in addition to any and all other relief, recovery or remedy available under the law or awarded by the Court.

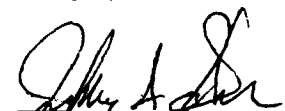
Enforcement of the restrictions prescribed herein shall occur by proceedings at law or in equity against any person or persons violating or attempting to violate the same by seeking to enjoin such violation or to recover damages, or both.

An invalidation by a Court of any of the provisions herein shall in no way effect any of the other provisions herein, which shall remain in full force and effect.

Dated: June 11, 2020.

S & R ENTERPRISES, LLC.

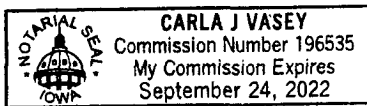
  
\_\_\_\_\_  
Gregory M. Shahan, Member- Manager


  
\_\_\_\_\_  
Jeffrey A. Shahan, Member-Manager

  
\_\_\_\_\_  
Jane E. Rosien Hardy, Member-Manager

STATE OF IOWA :  
: SS  
COUNTY OF MADISON :

Subscribed and sworn to before me on this 11th day of June 2020 by Gregory M. Shahan, Jeffrey A. Shahan and Jane E. Rosien Hardy, as Member-Managers of S & R Enterprises, LLC.



  
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Notary Public in and for the State of Iowa