

509688

Document Number

PARTY WALL AGREEMENT

Re:

Lot 68 of Certified Survey Map No. 1055 recorded August 29, 2019 in Volume 12 of Certified Survey Maps, pages 43-44 as Document No. 509548, being part of Lot 56 of Certified Survey Map No. 915 recorded in Volume 11 of Certified Survey Maps, pages 36-37 as Document No. 484818, being part of Lot 21 of Crossing Meadows Subdivision, which is part of Lot 1 of Certified Survey Map No. 529 recorded in Volume 8 of Certified Survey Maps, pages 66-67 as Document No. 423130, all of which being located on part of the SW 1/4 of the SW 1/4 of Section 5, Township 12 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin.

Dawn M Nemecek REG. OF DEEDS
VERNON COUNTY, WI
509688
09/09/2019 08:30 AM
RECORDING FEE: 30.00
TRANSFER FEE: 0.00
PAGE COUNT: 5
TAX EXEMPT #

Recording Area

⑤

Name and Return Address

Marvin Hansen
44892 Dull Road
Soldiers Grove WI 54655

THIS INSTRUMENT DRAFTED BY
David L. Jenkins
Jenkins, Stittleburg and Menn
Viroqua Wisconsin

PARTY WALL AGREEMENT

WHEREAS Howard Dean Feeler and Jan Doemel Feeler, husband and wife, are the purchasers of Lot 68 of Certified Survey Map No. 1055 recorded August 29, 2019 in Volume 12 of Certified Survey Maps, pages 43-44 as Document No. 509548, being part of Lot 56 of Certified Survey Map No. 915 recorded in Volume 11 of Certified Survey Maps, pages 36-37 as Document No. 484818, being part of Lot 21 of Crossing Meadows Subdivision, which is part of Lot 1 of Certified Survey Map No. 529 recorded in Volume 8 of Certified Survey Maps, pages 66-67 as Document No. 423130, all of which being located on part of the SW 1/4 of the SW 1/4 of Section 5, Township 12 North, Range 4 West, City of Viroqua, Vernon County, Wisconsin; and WHEREAS, Crossing Meadows Development Corporation is the owner of adjacent Lot 67 of said Certified Survey Map, all as shown on the attached Certified Survey Map; and

WHEREAS, construction has commenced on both lots with a building having a common wall for two units; and

WHEREAS, both of the above described units constitute one building structure separated by a "Party Wall" and/or "Party Fence" as defined herein; and

WHEREAS, in order to maintain a high quality, private residence while insuring a consistent, harmonious character to such properties and the preservation of their residential suitability to each owner of his/her unit, it is deemed desirable to place certain restraints on the herein above described properties.

NOW THEREFORE, That the above referenced Parties do hereby adopt and prescribe the following covenants and restrictions which should be and are hereby impressed upon and henceforth will run with the land, to wit:

1. "Party Wall" shall mean and refer to the dividing wall between each adjoining dwelling unit. Any matters concerning a Party Wall which are not covered by the terms of this Agreement shall be governed by the general rules of law regarding party walls. "Party Fence" shall mean and refer to the exterior fences separating the two lots, if applicable. Any matters concerning Party Fences which are not covered by the terms of this Agreement shall be governed by the general rules of law concerning party fences.
2. The cost of maintaining each Party Wall and each Party Fence shall be borne equally by the owners of the lots on either side of said Party Wall or Party Fence.
3. In the event of damage or destruction to any Party Wall, Party Fence, shared monolithic slab, or shared roof if the roofline is joined ("Common Structure" herein) from any cause, other than the negligence of either party hereto, the owners of the lots on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the owners whose lots adjoin said Common Structure. Each such owner shall have the right to the full use of said Common Structure so repaired or rebuilt. If either owner's negligence shall cause damage to or destruction of said Common Structure, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay their share, or all of such costs in case of negligence, the other party may have such Common Structure repaired or restored and shall be entitled to have a mechanic's lien on the lot and dwelling unit of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable. The party having such Common Structure repaired shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and shall be entitled to all other remedies provided herein or by law. The mechanic's lien granted herein is effective only if filed in the Real Property Records of the County where the Property is located, by affidavit declaring under oath the claim of the mechanic's lien.
4. Neither owner shall alter or change a Common Structure in any manner, non-structural interior decoration excepted, and such Common Structures shall remain in the same location as when originally erected. Each adjoining owner to said Common Structure shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain same. Each owner shall have the right to break through

the party wall for purposes of repairing or restoring any utility services to their property, provided said owner is to restore said wall to its structural condition at owner's own expense and reimburse the adjoining owner for any damage negligently caused thereby.

5. Each owner shall keep all exterior walls of his dwelling unit in good condition and repair at owner's sole cost and expense. No owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building (i.e. variance in design, colors, roofing etc.)
6. Each owner shall maintain the roof over owner's dwelling unit in good condition and in such manner so as not to damage other portion of the building. Each owner shall share equally in the costs to repair or maintain the roof over the Party Wall or Party Fence due to normal wear or physical damage. If a roofline is joined and both roofs must be replaced, replacement will be coordinated between the owners.
7. An owner who, by his negligence, disinterest or willful act causes a Party Wall or roof to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and shall pay all damages resulting from such exposure. The cost of normal and timely weatherproofing and maintenance of the roof shall be in accordance with Paragraph 6.
8. If any monolith slab repairs are required, the entire monolith foundation must be involved in the repair process. Owners of both properties must cooperate regarding repairs to the slab. Each party shall share equally in any necessary repair.
9. Each owner of each unit agrees that they will (a) not commit any act which could reasonably be pre-determined to be hazardous to or weakening to the structure to which their unit is contained; (b) refrain from engaging in any hazardous activity nor maintain any hazardous substance on the premises which could have the effect of nullifying the insurance in effect therein; (c) maintain a standard homeowner's policy of insurance for fire and extended coverage against loss or damage by fire or other casualty to the full replacement value of the owner's unit and naming all owners, mortgagees, or sellers under contract of said unit as the names insured under the policy as their respective interest may appear. The liability coverage for said property shall be in a minimum amount of at least \$250,000 for injury or death to one person and \$500,000 for injury or death to more than one person in any one accident or occurrence and \$250,000 for property damage. Nothing contained herein shall preclude any unit owner from carrying additional insurance on their respective unit.
10. No noxious or offensive activity shall be carried on or in any unit by the Owner, nor shall anything be done therein that may be or become an annoyance or nuisance to the other occupant. No Owner shall make or permit any disturbing noises in the property or in any part of the twin home or do or permit anything that will interfere with the rights, comforts or convenience of other occupants. Except for emergency repairs, no major noise producing work, especially construction/repair work, shall be carried out inside any unit before 8:00 a.m. or after 6:00 p.m. from Monday through Friday and before 10:00 a.m. and after 6:00 p.m. on Saturdays and Sundays. Except during construction/repair work, all Owners shall keep the volume of any sound producing device in their units sufficiently reduced at all times so as not to disturb other unit occupants. Owners shall disable alarms on clocks and other devices when out of town.
11. In the event it shall be necessary for any owner to place this Agreement in the hands of an attorney for the enforcement of any of such owner's rights hereunder or for the recovery of any monies due to such owner hereunder, and if it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorney's fees, as determined by the court, in addition to any other relief or recovery awarded by the Court.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded.

Enforcement of these covenants shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same seeking either to restrain violation or to recover damages or both.

Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which remain in full force and effect.

Howard Dean Feeler Jan Doemel Feeler
Howard Dean Feeler Jan Doemel Feeler

Crossing Meadows Development Corporation:

Marvin Hansen
BY: Marvin Hansen, President

ACKNOWLEDGMENT

State of Wisconsin
County of Vernon

Personally came before me this 6 day of Sept., 2019, the above named Howard Dean Feeler, Jan Doemel Feeler, and Marvin Hansen, to me known to be the persons who executed the foregoing and acknowledged the same.

Signature of Notary: Heather J. Olson

Printed name of Notary: Heather J. Olson

Notary Public, Vernon County, Wisconsin

My Commission expires: 11/1/22

