



Document 2026 2381

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BRANDY MACUMBER, COUNTY RECORDER
MADISON COUNTY IOWA

FIRST AMENDMENT TO
DEED OF RESTRICTIONS FOR NORTH STONE VILLAGE PLAT 7 , AN
ADDITION TO THE CITY OF WINTERSET, MADISON COUNTY IOWA

Title of Document (on/above line)

PREPARER INFORMATION:

(name, address, phone number)

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(name and mailing address)

Wasker, Dorr, Wimmer and Marcoullier, PC
Attn: David Pulliam
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West Des Moines, IA 50266

GRANTOR:

(name)

Corkrean Properties, LLC

GRANTEE:

(name)

**FIRST AMENDMENT TO
DEED OF RESTRICTIONS FOR NORTH STONE VILLAGE PLAT 7, AN
ADDITION TO THE CITY OF WINTERSET, MADISON COUNTY IOWA**

COMES NOW, Corkrean Properties, LLC, an Iowa Limited Liability (“Developer”) and, in support of this FIRST AMENDMENT TO DEED OF RESTRICTIONS, states and provides as follows:

RECITALS

WHEREAS, Developer filed a Deed of Restrictions for North Stone Village Plat 7, an Addition to the City of Winterset, Madison County, Iowa (the “Restrictions”) on November 30, 2021 in Book 2021 at Page 4881 in the Office of the Madison County, Iowa Recorder, upon the following described real property (the “Property”):

All Lots in North Stone Village Plat 7, an Addition to the City of Winterset, Madison County, Iowa.

AND WHEREAS, Section 15 provides that the Developer may amend the Restrictions upon its own discretion under certain conditions which are presently-existing, to wit: Developer still owns lots within the Property.

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

The following paragraphs are added to the end of Section 14:

“PARTY WALLS: Each wall which is built as a part of the original construction of a living Unit upon a lot and placed on the dividing lines between Living Units constructed on another lot or lots or any subdivision thereof shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Deed of Restrictions the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The costs of reasonable repair and maintenance of a party wall or shared exterior elements, including but not limited to the roof, siding, soffits, and other such elements, shall be shared by the Owners who make use of the wall or exterior elements in proportion to such use.

Section 3. Destruction by Fire or Other Casualty: If any exterior elements or a party wall is destroyed or damaged by fire other casualty, any Owner who has used the exterior elements or wall may restore it, and if the other Owners thereafter make use of the wall or exterior elements, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Section 14, an Owner who by such Owner's negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Foundations and Utility Services. The general rules of law regarding liability and cost sharing as described in this Section 14 shall be applicable in the same manner with respect to any foundations upon which more than one Living Unit is constructed and also to any conduits, ducts, plumbing, wiring, pipes and other facilities of the residential structure which are carrying any service to more than one Lot or Living Unit.

Section 5. Right of Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section 14 shall be appurtenant to the land and shall pass to such Owner's successors in title.

All other provisions of the Declaration are unaffected hereby and remain in full force and effect.

Dated this 11th day of August, 2026.

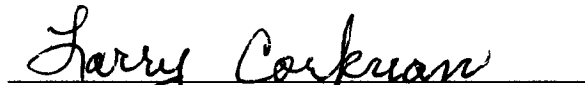
Corkrean Properties, L.L.C.



by **Peter Corkrean, its
Managing Partner**

STATE OF IOWA, COUNTY OF MADISON

On this 11 day of August, 2026, Peter Corkrean, to me personally known, appeared and stated that he is the Managing Partner of Corkrean Properties, L.L.C., and that he is empowered to execute the within document and acknowledged that he executed the same on behalf of said entity as his voluntary act and deed.


Notary Public in and for the State of Iowa