



11/09/2018 12:59 PM  
City & County of Denver

R \$23.00

AGR

2018145299

Page: 1 of 3

D \$0.00

## PARTY WALL AGREEMENT

THE STATE OF Colorado

COUNTY OF Denver

WHEREAS, Jackson Design Build LLC, is the owner(s) of the Property known as Lot 29, Block 27, of Whitter and Cofields Subdivision, Manly and Stahls Resubdivision, City and County of Denver, State of Colorado, also known as 2344 King Street, City and County of Denver, State of Colorado,

and Jackson Design Build LLC, is the owner(s) of Property attached and adjacent thereto known as Lot 30, Block 27, of Whitter and Cofields Subdivision, Manly and Stahls Resubdivision, City and County of Denver, State of Colorado, also known as 2346 King St, City and County of Denver, State of Colorado

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, KNOW ALL MEN BY THESE PRESENTS: 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. 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. The ownership, as well as the responsibility for the cost of maintaining, inspecting, repairing, and / or replacing any part of the shared sanitary sewer lateral yard line shall be borne equally by the owners of the lots on either side of said Party Wall or Party Fence.

4. In the event of damage or destruction to any Party Wall, Party Fence, shared concrete foundation, shared sanitary sewer lateral, 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 his 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.
5. 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.
6. Each owner shall keep all exterior walls of his dwelling unit in good condition and repair at his 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.
7. Each owner shall maintain the roof over his 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.
8. An owner who, by his negligence, disinterest or willful act causes a Party Wall or any common structures to be damaged by weather and external conditions beyond the normal course of wear and tear, shall bear the whole cost of furnishing the necessary protection against such conditions and shall be liable for 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.
9. If any monolithic slab repairs are required, the entire monolithic 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.
10. During all times in which it maintains any ownership interest in the subject property, each owner shall procure and maintain commercially reasonable homeowners insurance policies that operate to cover damages and destruction to the Party Wall and any other common Structures, and an Owners failure to maintain insurance shall be deemed a material breach of the covenants contained herein.
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 in perpetuity 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 judgement or court order shall in no wise effect any of the other provisions which remain in full force and effect.

EXECUTED to be effective 11/8/2018, 2018.

David Jackson (MANAGER)  
[Signature] (MANAGER)

THE STATE OF Colorado §

COUNTY OF Arapahoe §

This instrument was acknowledged before me on the 8th day of November, 2018  
by David Jackson and William Jackson



Toni Serra  
Notary Public - State of Colorado  
Printed Name of Notary:  
Toni Serra  
My Commission Expires:  
01-27-2021

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_  
Printed Name of Notary:  
\_\_\_\_\_  
My Commission Expires:  
\_\_\_\_\_

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
by \_\_\_\_\_

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_  
Printed Name of Notary:  
\_\_\_\_\_  
My Commission Expires:  
\_\_\_\_\_