

393020

PARTY WALL AND COMMON ROOF DECLARATION
AND DESCRIPTION OF PROPERTY
IN THE COUNTY OF LAKE, STATE OF COLORADO

THIS DECLARATION is made effective this 3rd day of February 2026, by the Board of County Commissioners of Lake County, Colorado, a Colorado public body corporate and politic, hereinafter referred to as "Declarant".

WHEREAS, Declarant is the owner of certain property located in the City of Leadville, Colorado, and more particularly described as Block 39 of the Stevens and Leiter Subdivision of Stevens and Leiter's Placer, U.S. Survey Number 271 within the Subdivision; Parcel: Lots 27A, 27B, 29A, 29B, 31A, 31B of Block 39. Hereinafter referred to as "Property".

WHEREAS, the Declarant owns the improvements to be constructed on the Property including three (3) duplex buildings consisting of two (2) separate units in each duplex building, each designed and intended for use as a residential dwelling along with its appurtenant property, designated as Unit A or Unit B, which are sometimes referred to separately as a "Unit" or collectively as "Units", which share a common wall and common roof between the duplexes ("duplexes") and Declarant desires to establish rules for the use, repair, maintenance, and modification of the walls which separate the duplexes, and share the common roof, which will be binding on the owners of the duplexes and their successors in interest.

NOW, THEREFORE, the Declarant states and declares as follows:

1. Party Wall and Common Roof Definition. The wall common to the adjacent Units is a fire wall which separates the duplexes. Those portions of the common wall together with any footings directly beneath are collectively defined to be the "Party Wall". The duplexes share a common roof that crosses both Lots that comprise a Unit and shall be considered the common property of the duplexes, the "Common Roof".
2. Division of Property into Lots. The property is divided into six (6) fee simple lots, as described and referenced on the plat recorded on February 3, 2026, at Reception No. 393020 of the real estate records in the office of the clerk and recorder of Lake County, Colorado (the "Records"), with easements, rights of way, and other interests appurtenant thereto.
3. Maintenance and Repair. Any damage occurring to, maintenance, or repairs to the Party Wall or Common Roof shall be promptly repaired or maintained, and the cost shall be borne in equal shares by the owners of the duplexes that share the Party Wall and Common Roof. However, costs resulting from damage to a Party Wall or Common Roof that is the result of an act or omission, or the negligence of one owner or his/her agent, invitee or guest shall be paid by the responsible owner. Additionally, deterioration which occurs on the surface of the Party Wall or Common Roof which is within a duplex, shall be promptly repaired to at least its former condition and paid for by the owner of that duplex.
4. Real Property Taxes. The owner of each duplex shall take such steps as are necessary to have his/her duplex and the improvements thereon assessed and taxed separately and in the name of its owner.

5. Creation of Easements

- a) Easement for Encroachment. If any portion of a duplex encroaches upon or over an adjoining duplex, an exclusive easement for the encroachment and for the maintenance of the same, so long as the encroachment exists, is hereby granted. Encroachments include, but are not limited to, encroachments caused by error in the original construction of the improvements, by error in the plat described above, by settling, rising or shifting of the earth, or by changes in position caused by repair or reconstruction to the duplex. An easement is not granted for improvements by an owner that are not required or authorized by this Declaration.
- b) Easement for Maintenance. Declarant hereby establishes and grants a perpetual easement upon, across, over, and under each of the properties for the benefit of the adjacent property, as may be reasonably necessary for maintaining the benefitted property. However, this easement shall be limited to those activities and maintenance that cannot be reasonably performed from or on the property benefiting from this easement.
- c) Utility Easements.
 - i. There are hereby established and dedicated easements under and across each Lot as depicted on the Plat or in the location of any utility facilities or systems for the benefit of the other Lot. Such easements shall be for the installation, maintenance, replacement, and use of utility lines and meters including, but not limited to, electric, natural gas, telephone, cable television, water and sewer lines serving one or both of the Lots.
 - ii. Parties providing or maintaining the utilities or systems shall have the right to enter upon the easement(s) at any reasonable time for the reading, inspection maintenance, repair and servicing of these utilities or systems. The owner installing or maintaining such utilities shall provide the other owner with reasonable prior notice of such activities. No Owner shall cause an unreasonable interruption in the utility service or systems to another Owner.
 - iii. In using the easements established herein, each Owner and their agents, guests and invitees shall take all reasonable measures to avoid or minimize any resulting interference with the use and enjoyment of the other Lot, and shall cause any such work to be performed in a workmanlike manner, and diligently complete the work after commencing any such work. When engaging in repair or maintenance, each Owner shall take all reasonable steps to avoid any physical harm or damage and minimize disturbance to existing vegetation. Furthermore, following any maintenance, repairs or replacement, the Owner utilizing the easement shall, at that Owner's expense, restore the affected areas on the other Lot to substantially the same condition in which they existed immediately prior to the subject work.

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iv. However, such utility easements shall be limited to those utilities, activities and maintenance that cannot be reasonably performed from or installed on the other property benefiting from this easement. In no event will an easement for utility purposes be granted if such utility easement is materially detrimental to or interferes with the reasonable use and enjoyment of the property burdened by any such utility easement.

d) Easement Use. In using the easements established herein, each Owner and their agents, guests and invitees shall take all reasonable measures to avoid or minimize any resulting interference with the use and enjoyment of the other lot and shall cause any such work to be performed in a workmanlike manner, and diligently complete the work after commencing any such work. When engaging in repair or maintenance, each Owner shall take all reasonable steps to avoid any physical harm or damage and minimize disturbance to the other duplex. Furthermore, following any maintenance, repairs or replacement, the Owner utilizing the easement shall, at that Owner's expense, restore the affected areas on the other Lot to substantially the same condition in which they existed immediately prior to the subject work.

6. Exterior Maintenance. Each owner shall maintain the exterior of his/her duplex in a clean and orderly fashion. No owner shall materially alter the construction of his/her duplex without the prior written consent of the other adjoining owner.

7. Insurance. The owner of each duplex shall maintain at all times insurance coverage insuring against loss or damage by fire and extended coverage perils in an amount not less than the full replacement value of the duplex. Each owner shall maintain general liability and property damages insurance against claims for bodily injury, death, and property damage in a minimum amount of at least \$100,000. Each owner shall designate the other owner as additional insured under both fire and general liability insurance policies. The owners may jointly acquire any liability policy required under this section.

8. Failure to Pay for Damages or Repair. In the event an owner neglects or refuses to pay his/her share of damages to a Party Wall, Common Roof, or other obligation under this Declaration within 30 days after receipt of a written request for payment, the owner or the other duplex may pay the reasonable costs therefor, and shall have a lien against the non-paying owner's lot and improvements for the amount of such payment, plus costs, reasonable attorney's fees, and interest at 12% per annum. In addition to the lien, the paying owner shall have any other legal or equitable rights that he/she is entitled to at law or in equity, and such obligation shall be a personal obligation of the nonpaying owner.

9. Perfection and Foreclosure of the Lien. The lien granted by this Declaration shall not be effective until a lien statement has been recorded in the Records. The lien statement must be signed by the party claiming the lien, and must include the reasons for the lien, a description of the property against which the lien is claimed, the name of the reputed owner, and the amount of the lien. The lien statement shall reference this Declaration as the granting document. At least 20 days prior to recording the lien statement, the lien claimant shall serve a copy of the lien

statement on the reputed owner by sending it by certified or registered mail, return receipt request, to his/her last know address, or by personal service.

Foreclosure of the lien herein granted shall be in the same manner as an assessment lien under Colorado Common Interest Ownership Act (CCIOA). Any lien under this Declaration shall include all such items as allowed for an assessment lien under CCIOA and shall have the same priority as an assessment lien as established by CCIOA. The owner of each duplex hereby waives all claims to a homestead exemption.

10. Destruction of Premises. In the event either or both duplexes are destroyed or damaged to the extent that renders the duplexes unusable, the owner or owners shall promptly replace the duplexes with a structure substantially similar to the structure prior to its destruction, unless the owner of both lots agree otherwise in writing.

11. Indemnification. Except as otherwise provided for herein, each owner agrees to indemnify and hold the other owner harmless from and against any and all liability for injury and damage to the other's real or personal property, or to any person or persons, in the event such injury or damage shall result from, arise out of, or be attributable to any action pursuant to this Declaration. The indemnity shall also apply to any mechanic's or other liens, or claims filed against the duplexes or owners. The owner who is responsible for or causation of the act or omission forming the basis of any lien or claim shall, at their own cost and expense, indemnify the non-responsible owner against any and all expenses, claims, losses or damages, including reasonable attorney's fees resulting therefrom.

12. Term of this Declaration. This Declaration shall continue in effect from the date of recordation for as long as any Party Wall or Common Roof shall stand as an easement and covenant running with the land; provided, however, that nothing herein shall be construed as a conveyance by either owner of its title to any portion of its lot on which the Party Wall or Common Roof stands. This Declaration shall be binding upon and shall inure to the benefit of the respective heirs, successors, personal representatives, and assigns of the parties hereto.

13. Severability. In the event any portion of this Declaration is found to be unenforceable for any reason, the remaining provisions of this Declaration shall remain in full force and effect.

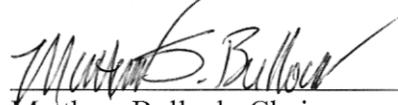
14. Governing Law. The laws of the State of Colorado shall control the interpretation of this Declaration. Any litigation brought to enforce the provisions of this Declaration or to foreclose the lien herein granted shall be brought in a court of competent jurisdiction in Lake County, Colorado, and the prevailing party in such litigation shall recover form the other party reasonable attorney fees and costs incurred by the prevailing party in such action.

IN WITNESS WHEREOF, the parties hereto have signed their names as of the date first above set forth.

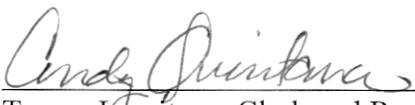
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Lake County Board of County Commissioners:

DATED: FEB/3, 2026.

By: 
Matthew Bullock, Chair

ATTEST AS TO COMMISSIONER'S SIGNATURE:


Tracey Lauritzen, Clerk and Recorder