



Debra J. Register
Register of Deeds
Riley County, Kansas
Book:872 Page:6118
Receipt #: 212021 Total Fees: \$55.00
Pages Recorded: 3
Date Recorded: 01/02/2018 9:28:09 AM

**SINGLE FAMILY ATTACHED
PARTY WALL AGREEMENT
WITH DECLARATIONS**

WHEREAS **Frazee Development LLC, a Kansas Limited Liability Company**, is the owner, in fee simple of the following real estate situated in Riley County, Kansas, to wit:

Lots 12A and 12B, The Townhomes at Miller Ranch, Unit 7, a Residential Planned Unit Development of Lots 1, 12A, and 12B, The Townhomes at Miller Ranch, Unit 6 City of Manhattan, Riley County, Kansas. (1064 and 1068 Brianna Ct., Manhattan, KS

AND WHEREAS it is intended by said owner to create in favor of each subsequent owner of said lots, their heirs, successors and/or assigns, a mechanism for protecting the value and appearance of the duplex living units constructed on said lots and for the maintenance of same;

NOW THEREFORE the undersigned owner, its successors and/or assigns, in order to protect themselves and subsequent owners of the subject properties, does agree to the following definitions and procedures covering party walls, exterior building surfaces, and site improvements located on said premises, and agrees to be bound by same, to wit:

1. Party Wall Declaration – Each wall which is built as part of the construction of the duplex living units located on the above described properties and placed between said duplex living units as a shared wall shall constitute a “party wall;”
2. Maintenance of Party Wall – The cost of maintaining each such party wall shall be borne equally by the owners on either side of said wall;
3. Damage to Party Wall – In the event of damage or destruction of said wall from any cause, other than the negligence of either party thereto, the then owners shall, at equal expense, repair or rebuild said wall, and each party, his/her successors, heirs and assigns, shall have the full use of said wall so repaired or rebuilt. If either party’s negligence shall cause damage to or destruction of said wall, such negligent party shall bear the entire cost of repair or reconstruction;
4. Easement – No party shall alter or change said party wall in any manner, interior decoration excepted, and said party wall shall remain in the same location as when erected, and each party shall have a perpetual easement in that part of the premises of the owner on which said party wall is located for party wall purposes;

Any owner of the duplex unit sharing a party wall shall have the right to break through the party wall for the purpose of repairing or restoring sewer, water or other utilities, subject to the obligation to restore said party wall to its previous structural condition at said owner’s expense and subject to the requirement of paying to the adjoining owner any damages negligently caused thereby;

All utilities furnished to the structure located on said lots may be from common sources, and the owners of individual units shall have access to all utility service for the purposes of installation, maintenance and repair, regardless of where said utilities are located on either side of an attached structure, and the party disturbing landscaping or paving around utilities assumes the responsibility of returning same to its original condition;

5. Maintenance of Exterior and Roofs – Each owner shall be responsible for repairing and maintaining in a good and proper state of repair and maintenance all exterior portions of their half of the duplex unit, including the repairs to the roof over their unit. In the event that the entire roof of the duplex shall be in need of replacement, the two owners shall each pay one-half of the cost of such replacements, unless such replacement is required as a result of one owner's negligence or abuse, in which case the negligent or abusive owner shall bear the cost of such replacement. Any re-roofing or roof repair made by one duplex owner to the roof covering his/her unit shall be made using, whenever possible, the same style and kind of roofing material then existing on that portion of the roof of said unit not then being re-roofed or repaired;
6. Architectural Control – The duplex units share common structures and therefore all maintenance, repair or alteration, and the cost thereof, to the exterior of the shared structure and the lot area from the front pedestrian entrance to the street shall be decided and arranged by mutual agreement of the owners of the lots sharing the same structure. Mutual agreement shall extend to any change in color, material and style, including roofing, guttering, siding, trim, paint, entrance doors, garage doors, windows, attic vents, exterior light fixtures, porches, walks and driveways. NOTE – any maintenance, repair or alteration of the property is subject to approval by the Homeowner's Association;
7. Insurance Hazards Created by Owner – Nothing shall be done on or kept in or around any unit which may increase the rate of insurance of any other owner or result in the cancellation of same;
8. Covenants Running with the Land – The restrictions, obligations and easements hereby created are and shall be perpetual and construed as covenants running with the land, and each and every person accepting a deed for one of the properties listed herein agrees to be bound by the provisions herein contained as if they had executed this document;

9. Dispute Resolution – In the event of any dispute concerning any provision of this Agreement, each party shall choose one arbitrator, and said arbitrators shall choose a mutually agreeable third arbitrator, to decide said dispute. The decision shall be by majority of all arbitrators, and shall be binding upon the parties to the dispute, with the responsibility for the cost of said arbitration to be part of the decision of the arbitrators. If after the arbitration process any owner shall neglect or refuse to abide by the decision of the arbitrators, resulting in financial loss to the other party, said party may place upon the property of the non-abiding owner a lien for any amount rightfully chargeable to them.

IN WITNESS WHEREOF the undersigned have executed this instrument this 29 day of December, 2017.

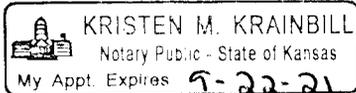
Fraze Development LLC

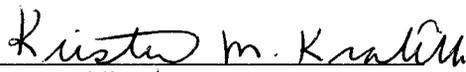

By: Cody L. Frazee, Member

STATE OF KANSAS, COUNTY OF RILEY:

This instrument was acknowledged before me on December 28, 2017, by Cody L. Frazee as Member of Frazee Development LLC.

(Seal)




Notary Public Kristen M. Krainbill

My commission expires 9-22-21.