

When Recorded, Mail To:

John Petroff, Jr. (5)
1350 E. 700 S.
Clearfield, Ut. 84015

6-082241

PARTY WALL AGREEMENT

This Easement Agreement ("Agreement") is entered into this 15th day of April, 2019, by and between John Petroff, Jr and Pamela S. Petroff ("PETROFF") whose address is 1350 East 700 South; Clearfield, UT 84015; and IDA Holdings, LLC ("IDA") whose address is 1352 E. 700 S. Clearfield, Ut. 84015. PETROFF and IDA are hereinafter collectively referred to as "the Parties."

WHEREAS, PETROFF, is the fee owner of the following described real property:

Lot 1, Woodward Subdivision, Clearfield City, Davis County, Utah, according to the official plat thereof.

Parcel no. 09-435-0001

WHEREAS, IDA, is the fee owner of the following described real property:

Lot 2, Woodward Subdivision, Clearfield City, Davis County, Utah, according to the official plat thereof.

Parcel no. 09-435-0002

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

WHEREAS, in order to maintain a high quality, commercial enterprise while insuring a consistent, harmonious character to such properties and the preservation of their commercial suitability to each owner of his/her property, 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.

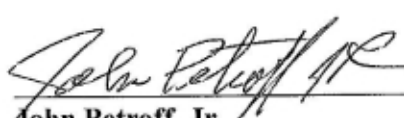
2. The cost of maintaining each Party Wall shall be borne equally by the owners of the properties on either side of said Party Wall.

3. In the event of damage or destruction to any Party Wall 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 properties 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 properties 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 property 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.
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.
5. 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 (i.e. variance in design, colors, roofing etc.)
6. 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 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. Any dispute, claim, or controversy arising from the interpretation or application of this agreement shall be submitted to mediation first. In the event mediation fails and it shall be necessary for any owner to enforce this agreement through court action, the prevailing party 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.

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.

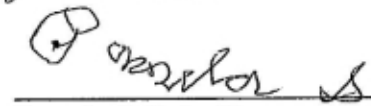
Invalidation of any one of these covenants by judgement or court order shall in no wise effect any of the other provisions which remain in full force and effect.



John Petroff, Jr.



IDA Holdings, LLC
By: Paul Fielding McClure
It's Manager



Pamela S. Petroff

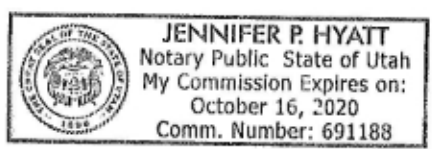
STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 15th day of April, 2019 by John Petroff, Jr. and Pamela S. Petroff.



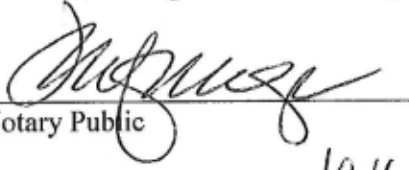
Notary Public

My Commission Expires: 10-16-20
Residing at: Wentz

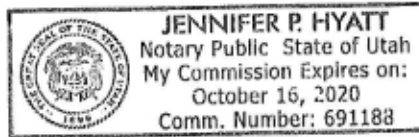


STATE OF UTAH)
)ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 1st day of April, 2019 by Paul Fielding McClure, Manager of IDA Holdings, LLC.



Notary Public



My Commission Expires: 10-16-20
Residing at: 