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Johnson County Iowa
Kim Painter County Recorder
BK5579 PG569-579

THIS INSTRUMENT PREPARED BY: Matthew J. Adam, Simmons Perrine Moyer Bergman PLC, 1150 5th Street, Suite 170, Coralville, IA 52241, (319) 354-1019

PROTECTIVE COVENANTS AND RESTRICTIONS
OF
DAHNOVAN ESTATES
NORTH LIBERTY, IOWA

AND NOW this 24 day of October, 2016, Zoned Development, Inc., Kaiser Holdings, LLC and Roller Development, LLC (collectively referred to herein as "Developer") being the titleholders to the following described real estate located in Johnson County, Iowa:

Lots 1-12, Lots 13-19, Lot 20 and Lots 21-71, inclusive, and Outlot "A", Dahnovan Estates, North Liberty, Johnson County, Iowa, according to the plat thereof recorded in Book 60 Page 310, Plat Records of Johnson County, Iowa; (the "Subdivision")

hereby executes these Protective Covenants and Restrictions for the mutual benefit of those persons who may purchase Lots 1-12, Lots 13-19, Lot 20 and Lots 21-71 in the Subdivision (collectively the "Lots" and individually "Lot"), which shall be binding upon all present and future owners of each and every Lot as covenants running with the land and with such force and effect as if contained in each subsequent conveyance of land.

USE AND BUILDING RESTRICTIONS

1. Lots numbered within the subdivision as shown on the final subdivision plat shall be used only for the following purposes:

   a. Single-Family Residential: Lots 1 through 12, inclusive;
   b. Two-Family Residential: Lots 13 through 19, 21 through 71;
   c. Multi-Family Residential: Lot 20

2. Private Open Space: Outlot "A" shall be used for storm water detention and private open space. The Developer shall convey Outlot "A" to the Dahnovan Estates Homeowner's Association for maintenance and repair.

a. No Lot shall be subdivided. This provision shall not prevent a conveyance of a portion of one Lot to the abutting owner of another so long as said conveyance does not result in an additional building lot being created thereby.

b. For single-family residential Lots, no building shall be erected having an above-ground floor living area of less than one thousand two hundred fifty (1,250) square feet in the case of a one (1) story structure, nor less than one thousand five hundred (1,500) square feet in the case of a multilevel, one and one-half (1½) story, or two (2) story structure, nor less than one thousand six hundred (1,600) square feet in the case of any split-level structure. Garages, breezeways, screened porches, open porches, decks, or third story square footage shall not be considered as above-ground floor area.

c. For two-family residential Lots, no building shall be erected having an above-ground floor living area of less than one thousand one hundred (1,100) square feet in the case of a one (1) story structure, nor less than one thousand two hundred and fifty (1,250) square feet in the case of a multilevel, split-level, one and one-half (1½) story, or two (2) story structure. Garages, breezeways, screened porches, open porches, decks, or third story square footage shall not be considered as above-ground floor area.

d. No trailer, mobile home, tent, boat, unattached garage or barn shall be placed upon any Lot except as specifically provided in these Covenants.

e. All applicable provisions of the North Liberty, Iowa, zoning ordinances shall be observed. With prior written approval from the Developer, and to the extent permitted by North Liberty city ordinances, an owner may apply with the City of North Liberty, Iowa, for variances to said building setbacks where unusual terrain features or unusual circumstances exist.

f. Exterior surfaces of the dwellings shall be constructed only of brick, stone, or horizontal lap siding. All siding materials, including final color selections, need to be approved by the Developer. No vertical siding of any kind is permitted. T-1-11 inverted bat or board and batten siding is not permitted. Front elevations must consist of at least twenty-five percent (25%) brick, stone or a combination thereof. Other materials may be specifically approved in writing by the Developer.

g. All dwelling roofs shall be surfaced with three (3) tab, thirty (30) year asphalt architectural shingles, in weathered wood or black unless otherwise approved by the Developer. All dwelling roofs must have a minimum pitch of 6/12 (i.e. 6" of rise for each 12" of run).

h. All driveways, vehicle parking area, and walkways will be constructed of concrete, and will be completed within the twelve (12) month period set forth in Paragraph 2(u) below. All sidewalks must be a minimum of four (4) feet in width. All sidewalks shall be installed per the site plan approved by the City of North Liberty for each home.

i. During the course of construction, all building contractors shall keep mud, dirt, debris and building materials off of all subdivision roads and other building Lots.

j. Each Lot owner will plant two (2) trees, one (1) in the front yard and one (1) in the back yard, each with a minimum trunk diameter of one and a half (1.5) inches and of a type (species) to be approved by the Developer. Each single- and two-family dwelling unit shall have a minimum of two (2) and a maximum of a three (3) car capacity attached garage. All garages must be serviced by a concrete driveway from the existing public street or by an inside entrance to the garage. No driveway may be located within five (5) feet of any side yard boundary line, unless Developer waives in writing this requirement.

k. The initial exterior color of the dwelling shall be subject to the approval of the Developer. A-frames, premanufactured, flat roof or dome houses will not be permitted.

l. No trees six (6) inches in diameter or larger will be removed from the Lot without permission of Developer or such person or entity as it may designate in writing.

m. Storage sheds are not permitted.

n. No fences will be installed unless the same is of black vinyl chain link fence construction four (4) feet in height. No fence will extend along any boundaries of the front yard. No fence shall extend closer to the front of the dwelling than the rear outside comer of said dwelling. No wire strand, barb wire or woven wire fences shall be permitted. No dog runs or outdoor dog kennels are permitted. Swimming pools must be located in the rear yard and must be bordered by a five (5) to six (6) foot high poly-covered black chain link fence. All fences must comply with the City of North Liberty regulations.

o. No structure shall be erected on any Lot exceeding two and one-half (2½) stories, or two and one-half *(2½)* stories and an exposed basement to the side or rear, and an attached garage for a minimum of two (2) cars and not to exceed three (3) cars.

p. Prior to any construction, two (2) sets of plans and specifications for the proposed structure shall be submitted to the Developer or its designee for approval. In addition to plans and specifications for structure, the applicant shall submit a site plan showing the location and type of fences, parking areas, plantings and landscaping, including the required trees and light post in the front yard, and other relevant matters. The location on the Lot of all proposed improvements, the materials to be used and the exterior color scheme proposed shall be approved by the Developer in writing. The application shall also set forth a time schedule for construction of improvements, and in no event will an application be approved when the proposed construction will take longer than twelve (12) months. The Developer or its designee shall approve or disapprove the application within a period of ten (10) business days after receipt of all of the above documents. The Developer or its designee shall have the right to refuse approval of any application for any reason which the Developer or its designee, in its sole discretion, may deem to be in the best interest of the Subdivision. In the event any proposed construction is not commenced within one (1) year from the date said plans and specifications have been approved by Developer, said approval shall lapse and it shall be the responsibility of the Lot owner to re-apply for approval prior to the commencement of construction. Developer's review of submissions is only for the purpose of assuring the character of the Subdivision and shall not be relied upon by anyone as a representation as to structural soundness, fitness for a particular purpose or compliance with zoning, building, health or safety codes or ordinances, or any other restrictions on the construction or property.

q. Other than applicable requirements of the North Liberty Zoning Ordinance and the Developer's Agreement entered into with the City of North Liberty in connection with the approval of the subdivision, the Developer may waive or consent to variances in any of the preceding building regulations to prevent hardship to or unintended results for any Lot owner.

r. Except for wooded areas of the Lot behind or to the rear of the dwelling, the backyard shall be fine graded and seeded. The front and side yards and the area between the front yard and the paved street shall be sodded.

2. The following restrictions shall be applicable to the use of all subdivision lots:

a. No act constituting a nuisance as defined under the provisions of Chapter 657, Code of Iowa, or the common law of Iowa, shall be permitted, and the restrictions pertaining to acts within a county in said Code chapter shall be applicable to this subdivision.

b. Vegetable gardens may be maintained only at the rear of a dwelling.

c. No animals, livestock or poultry shall be raised or kept within the subdivision except for usual household pets, provided the same are not kept or maintained for commercial purposes. Chickens are expressly prohibited. Pets shall be managed in such a way that they do not interfere with the quiet enjoyment of property by other Lot owners. Pets which continue to make loud noises, damage shrubs or other flora, attack other pets or people shall be considered a nuisance. All dogs located off the owner's premises shall be leashed.

d. Motor vehicles used by residents shall be parked in areas designated in the building plans as parking areas. There shall be provided on each Lot sufficient off- street parking area, including driveway, for the parking of at least two (2) automobiles, which area shall be surfaced. No motor vehicle shall be parked on the street of the subdivision overnight or at any time in any manner which would interfere with the flow of traffic. All campers, trailers, boats, recreational vehicles, or snowmobiles shall be stored within a garage or at such other enclosed place where such items are not visible from the street.

e. No Lot shall contain an above-ground swimming pool or tree house. Also, no illuminated or electrical bug or insect killing device ("bug zapper") shall be located or allowed on any Lot.

f. No satellite dish (except for a satellite dish no larger than two (2) feet in diameter attached to the rear facing roof of the house, garage, or deck), radio tower or antenna shall be located on any Lot. The Developer shall approve the location of any satellite dish prior to installation.

g. Outdoor lighting on a timing device shall be prohibited at the rear or sides of a dwelling. Lighting at the rear or sides of a dwelling shall not be left on for an extended period so as to minimize light pollution.

h. All construction shall be completed within one (1) year from the date of commencement. The owner of any building damaged by fire or act of nature shall within ninety (90) days thereof, commence restoration or reconstruction of said dwelling, and work shall be completed within one (1) year from the date of destruction.

i. No inoperable, dismantled, or wrecked motor vehicles, trailers, or machinery or parts thereof, including scrap metal or other scrap materials, commercial vehicles, farm machinery, construction equipment, or similar vehicles and equipment, and non-licensed motor vehicles may be stored on any Lot in the Subdivision unless the same is housed in a garage.

j. The titleholders of each Lot in the Subdivision, vacant or improved, shall keep his or her Lot free of weeds and debris.

k. No act constituting a nuisance as defined under the provisions of Chapter 657, Code of Iowa, or the common law of Iowa, shall be permitted.

3. A perpetual easement for utility purposes is reserved on a portion of each Lot as designated on the final subdivision plat. No improvements shall be placed within the easement rights-of-way which in any manner interfere with the installation and maintenance of the utilities within the easement rights-of-way.

4. A perpetual easement is hereby granted in favor of all utility companies servicing the Subdivision and the city of North Liberty, Iowa, and their successors in interest and assigns, upon, over and under, along and across the areas designated on the plat of the subdivision as "easements". Each of said utilities shall have the right to install, lay, construct, reconstruct, renew, operate, maintain and remove conduits, cables, pipes, poles and wires, overhead and underground, with all necessary braces, guys, anchors, cross arms, electric lines, insulators and other equipment or appurtenances for the purpose of serving the subdivision and other property with electricity, gas, communication, and cable service; the right to trim, cut down and remove such trees, brush, saplings and bushes that may interfere with the proper construction, maintenance, operation or removal of said facilities, equipment and appurtenances; and the right of ingress and egress for all of the purposes aforesaid. No permanent improvements, fences or trees shall be placed on the areas so designated for utility easement, but the same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or the rights herein reserved. There are strips of ground designated on the Plat as "Storm Sewer and Drainage Easement", "Drainage Easement", "Water Main Easement", "Sanitary Sewer Easement", "Access Easement" and "Storm Water Detention Easement" which are hereby reserved for public and private utilities, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines, wires and the like. The owners of Lots shall take title subject to the easements hereby created and subject at all times to the rights or proper authorities to service the utilities and the easements hereby created. No permanent structure of any kind shall be built, erected or maintained on said easements except walkways and driveways.

GENERAL COVENANTS

1. These restrictive covenants shall not be binding upon any Lot in said subdivision so long as title thereto remains in Kaiser Holdings, LLC, Roller Development, LLC, Dahnovan Builders, LLC or Zoned Development, Inc.

2. The approval required of the Developer under the terms of these Restrictive Covenants shall be exercised by Kaiser Holdings, LLC, Roller Development, LLC and Zoned Development, Inc. or such person or entity as it may designate in writing. Any reference in these Covenants to Developer shall refer to Kaiser Holdings, LLC, Roller Development, LLC and Zoned Development, Inc. or such person or entity as it may designate in writing.

3. Whenever these Restrictive Covenants require or allow the approval of Developer, such approval shall be at the discretion of Developer in the reasonable exercise of its best judgment and the Developer shall not be liable to any person for the granting or refusal to grant its approval hereunder.

4. The Restrictions of these Protective Covenants shall remain in effect and shall inure to the benefit of and be enforceable by Kaiser Holdings, LLC, Roller Development, LLC and Zoned Development, Inc., or any owner of a Lot or part of the real estate or other property as is hereinafter made subject to these Protective Covenants, for a period of twenty-one years (21) from the date hereof. These covenants may be extended for additional terms of twenty years any time during the current term by any Lot owner filing a Verified Claim with the Johnson County Recorder, at any time prior to the expiration of the then current term

in accordance with the requirements of §614.24, Code of Iowa, or its successor. Pursuant to §614.25, Code of Iowa, the filing of such Verified Claim shall cause these covenants to be extended for an additional twenty-one (21) term from the date of such filing.

5. Each Lot owner, with the exception of Outlot "A", shall automatically become a member of Dahnovan Estates Homeowners Association and shall be subject to assessment to carry out the purposes of the Association. Assessments shall be allocated among the members prorata based on the number of votes the member is entitled to cast. Notwithstanding any other provision of these covenants, Developer shall be the sole voting Member of the Association until Developer no longer owns any portion of any Lot, or until Developer waives, in writing, its right to be the sole voting member. Until such time, Developer shall have the right to elect all Directors and to cast all votes as it deems appropriate. Each owner by acceptance of a deed to a Lot shall be deemed to have released Developer from all claims with respect to actions taken while Developer controls the Association or during the development phase. Lots in the subdivision, regardless of the number of owners of said Lots, shall be entitled to the following votes in matters over which the Association has control as follows:

a. Lots 1 through 12: One (1) vote per Lot;

b. Lots 13 through 19, 20, 21 through 71: One (1) vote per dwelling unit;

6. Dahnovan Estates Homeowners Association is organized and shall operate for the purpose of owning, maintaining, controlling and managing the common areas and storm water management facilities serving Dahnovan Estates Subdivision, including, but not limited to the storm water detention easement area located on Outlot "A". The Association shall also have the right to enforce any of the protective covenants and restrictions set forth herein as well as to represent the interests of Lot owners to issues affecting development of surrounding areas and maintaining the quality of environment and quality of life within the subdivision. The Developer shall convey title of Outlot "A" (as shown and set forth on the plat for Dahnovan Estates) to the Association for use as a common area and storm water detention easement. The Developer may, at its discretion, also convey the other common areas of Dahnovan Estate to the Association. The Association shall assume all responsibilities of the "Owner", (as that word is defined in the Stormwater Management Facility Maintenance Agreement and Easement Dahnovan Estates ("SMFMA"), which SMFMA is recorded in conjunction with the subdivision documents for Dahnovan Esatates) and the Association shall hold the Owner harmless from and liability or obligations under the SMFMA. Owner hereby assigns all of its obligations under the SMFMA to the Association.

7. The assessments, together with interest, costs and reasonable attorney's fees required for collection of past due assessments shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the owner of such property at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to any successors in title unless expressly assumed by such successor, but the lien therefore shall remain until foreclosed or released. A portion of such monthly assessments shall be set aside or otherwise allocated in a reserve fund for the purpose of providing repair, replacement, removal and demolition of the Association controllec areas. Notwithstanding the foregoing, Developer may use any reserve funds, if established, to defray operating costs, as it deems appropriate. Developer shall not be liable for any monthly assessments or special assessments upon Lots owned by it. Developer is not responsible for the establishments of a budget as long as Developer is the sole voting member of the Association.

a) The Association may purchase a master comprehensive public liability insurance policy to cover risks from its responsibilities hereunder in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organization of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of the foregoing, all owners and all other persons entitled to occupy any Lot. The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workers compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate.

8. If the parties hereto or any of them or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein during their existence as provided for in Paragraph 3, it shall be lawful for any other person or persons owning any other Lot in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either prevent said person or persons from so doing or for recovery of damages or other dues for such violation. The prevailing party in any such action shall be entitled to recover its costs, expenses and reasonable attorney's fees from the other party.

9. The periodic assessment shall be set annually by the Board. In addition to periodic assessment, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of special maintenance, or to cover operating deficits from prior to current periods. Assessments shall not be in equal amounts as to each Lot, but shall be assessed on a *prorata basis* so that each duplex unit it assessed fifty percent (50%) of the amount of the assessment made against each Lot containing a detached single family home. And each dwelling unit in a multifamily structure is assessed the same as an assessment made against a duplex unit.

Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

10. The Owner of any Lot subject to these protective covenants assumes, by acceptance of a Deed for the Lot, Developer's obligations with respect to such Lot for: (i) soil erosion control on such Lot from and after the delivery of the Deed; and (ii) installation of sidewalks or trails as required by the City of North Liberty, if not already installed by the Developer. Such Owner shall cooperate with Developer in obtaining a transfer of any soil erosion control NPDES, CSR or other governmental permit with respect to soil erosion, wetland and other environmental laws, to such Owner or the cancellation or other termination of the permit currently in the name of Developer or its affiliate, and the reissuance of a permit in the name of such Owner. At any time required by Developer, any party accepting a Deed for any Lot or part thereof shall execute the appropriate documentation required by the Iowa Department of Natural Resources, the City of North Liberty, Iowa, or other governmental body to release Developer from responsibility for executing a soil erosion plan (including monitoring and record keeping) as it applies to the Lot for the period of time after the delivery of a Deed for such Lot, and to release Developer from any other obligation for environmental matters for the period of time after delivery of a Deed. Any party that accepts a Deed for any Lot or part thereof who fails to cooperate with Developer, fails to execute documentation to relieve Developer from responsibility for soil erosion or fails to comply with the lawful requirements for control of soil erosion shall be obligated to hold Developer harmless from all liability, costs and expense, including reasonable attorney fees, arising from such failure by such party.

11. Developer may, at any time prior to the time at which Developer no longer owns any of the real estate, subject additional property which is contiguous to the real estate to these Protective Covenants and Restrictions by written instrument filed in the records of Johnson County, Iowa.

12. These Restrictive Covenants may be amended from time to time with the written consent of at least two-thirds (66.67%) of the Owners entitled to cast a vote located within Dahnovan Estates subdivision and any other platted subdivision made subject to these covenants. Said amendment shall be executed in writing and signed by the owners of at least two-thirds (66.67%) of the Owners entitled to cast a vote within the Dahnovan Estates subdivision and any other platted subdivision made subject to these covenants and the same shall be filed of record in the office of the Johnson County Recorder. Notwithstanding the above, The Developer hereby reserves the right to enter into agreements with the owner of any Lot or Lots in the Subdivision (without the consent of owners of other Lots in the Subdivision or owners of adjoining or adjacent property) to waive or deviate from any or all of the covenants set forth herein. Any such waiver or deviation shall be placed in writing and shall not constitute a waiver of the particular restrictive covenant involved or any other restrictive covenant as to the remaining property in the Subdivision. These covenants may be amended by the Developer at anytime as long as the Developer owns any Lot in the Subdivision. Any amendment to these Covenants shall be recorded in the Johnson County Recorder's Office.

ZERO LOT LINE RULES & REGULATIONS

In addition to the foregoing covenants, the following protective covenants and restrictions apply to Lots 13 through 19 and 21 through 71 in Dahnovan Estates zoned for "Zero Lot Line" dwellings, and shall be binding upon all of the present and future owners thereof as covenants running with the land:

1. The common wall connecting the two laterally attached dwelling units shall be a party wall and the owner of each dwelling unit shall have the right to use said wall jointly with the owner of the other dwelling unit as provided by Iowa law, subject to the terms hereof.

2. Except as otherwise provided herein, all elements, including but not limited to utilities, water, sanitary sewer, storm sewer, and driveways, shall be separate utilities and the owner of a dwelling unit shall have no right to use said elements jointly with the owner of the other dwelling unit.

3. Each Zero Lot Line dwelling unit is subject to a reciprocal easement, extending five feet on either side of the common boundary line for utilities, for the benefit of the Zero Lot Line dwelling unit with which it shares a common wall.

4. If the common wall or any element therein, is damaged or destroyed or requires maintenance, repair or replacement for any reason, the owner of each dwelling unit shall be jointly and severally liable for the cost of such maintenance, repair or replacement, except that if repair, replacement or restoration is required because of the sole negligent or willful act or omission of the owner of one of the dwelling units, the cost thereof shall be at such owner's sole expense; provided, however, any sum received from insurance coverage shall first be applied to such repair, replacement or restoration. The owner of a dwelling unit may seek indemnification or contribution from any party responsible for damage or destruction.

5. The owner of a dwelling unit shall not alter or change the common wall (interior decorations excepted) or any of the pipes or conduits located therein without the express permission of the owner of the other dwelling unit.

6. The owner of each dwelling unit shall bear the expense of any repairs or replacement of the roof covering his dwelling unit. Each owner shall make all necessary repairs and replacements of his dwelling unit at his own expense in order to maintain the interior, exterior and structural portions of the dwelling unit in good condition. The following provisions shall govern exterior repairs or replacement:

a. The owner of a dwelling unit may replace exterior components of his dwelling unit with similar components of the same design and color but may not, either in the course of ordinary replacement, remodeling or restoration after damage or destruction, employ different siding, roofing material or a different color scheme, for the components of the dwelling unit (including but not limited to the exterior doors and garage door), unless first obtaining the written consent of the owner of the other dwelling unit, which consent may only be given if the variation in siding, roofing material or color scheme is adopted by the owner of the other dwelling unit and if such variation satisfies other restrictive covenants of record.

b. If any dispute arises concerning a change of siding, roofing materials, or color scheme, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive of the question presented. If either party refuses or fails to promptly appoint an arbitrator, the same may be appointed by any Judge of the District Court of Iowa in and for Johnson County. Arbitration shall be in accordance of the rules of the American Arbitration Association and the cost thereof shall be shared equally by the parties.

7. The owner of each dwelling unit shall insure his dwelling unit for 100% replacement value and the proceeds of such policy shall be used to repair, replace, or restore the damaged premises to the same condition that existed before the loss. The owner of each dwelling unit shall coordinate his insurance policy on the premises with the owner of the other dwelling unit in order to assure there is adequate coverage for the unit and all other common aspects, including, but not limited to utilities, water, sanitary sewers, storm sewers, easements and driveway. The owner of each dwelling unit shall be insured to the extent of his interest in a dwelling unit and any common aspect and should be named as an additional insured on any insurance policy held by the owner of the other dwelling unit. In addition, the mortgagee of each dwelling unit, if any, shall be designated as an insured to the extent of its interest in the dwelling unit, that portion of the insurance proceeds required to replace or repair said common wall or other common aspects shall be paid over to the mortgagee of each respective dwelling unit and shall be distributed by the mortgagee as required to make the repairs or replacement.

8. If the common wall is destroyed or damaged by fire or other casualty or by physical deterioration, any owner may restore it, and shall have an easement over the other dwelling unit for purposes of making such restoration and the owner of the other dwelling unit shall contribute to the cost of restoration thereof on an equal basis, without prejudice, however, to the right of any owner to call for a larger contribution from the other owner under any rule of law regarding liability for acts or omissions.

9. If any portions of a dwelling unit on any Zero Lot Line dwelling unit shall actually encroach upon any other Zero Lot Line dwelling unit, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the owner of the encroaching dwelling unit to the extent of such encroachment so long as the same shall exist.

10. If any repairs, installation or other work is required in the external utility easement area described herein the area shall be returned to the condition prior to such work at the expense of the owner(s) of the dwelling unit(s) benefited by the work. The owner(s) of the dwelling units benefited by the work shall be responsible for the cost of such work, and the cost of repairing damage to the utilities in the easement area and to the dwelling units. All work shall be done in workmanlike fashion by appropriately licensed personnel. The owner of a dwelling unit may seek indemnification or contribution from any party for the cost of the work.

11. The owner of each dwelling unit agrees to indemnify and hold harmless the owner of the other dwelling unit for any mechanic's liens arising from work done or materials supplied to make repairs or replacements for which said owner is responsible.

DATED this 24 day of October, 2016.

ROLLER DEVELOPMENT, LLC

By:_____
Ryan Abraham, Manager

ZONED DEVELOPMENT, INC.

By:_____
Ryan Abraham, President

KAISER HOLDINGS, LLC

By:_____
Matthew Adam, Manager

KAITLIN DEWULF
Commission Number 796889
My Commission Expires
06/24/2019

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on this 24 day of October, 2016, by Ryan Abraham, as Manager of Roller Development LLC.

Notary Public in and for the State of Iowa
My commission expires 06/24/2019

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on this 24 day of October, 2016, by Matthew Adam, as Manager of Kaiser Holdings, LLC.

Notary Public in and for the State of Iowa
My commission expires 06/24/2019

KAITLIN DEWULF
Commission Number 796889
My Commission Expires
06/24/2019

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on this 25 day of October, 2016, by Ryan Abraham, as President of Zoned Development, Inc.

Notary Public in and for the State of Iowa
My commission expires 06/24/19

