

**PROTECTIVE COVENANTS AND RESTRICTIONS OF
GLEN OAKS - PART SEVEN, CORALVILLE, IOWA**

The undersigned, being the owner of all lots in the Subdivision to Coralville, Johnson County, Iowa, known as Glen Oaks - Part Seven, the Dedication of which Subdivision is recorded in Book 3777 Page 413, in the Office of the County Recorder of Johnson County, Iowa, for the mutual benefits of those persons who may purchase any of the lots in said Subdivision now owned by the undersigned, hereby impose the following covenants and restrictions on each lot in said subdivision, which shall be binding upon all the present and future owners of each and every parcel of ground in said subdivision as covenants running with the land, and with such force and effect as if contained in each subsequent conveyance of land.

1. All lots shall be used only for single-family residential purposes and no structure shall be erected on any lot other than a single-family dwelling not exceeding two (2) stories, or two (2) stories and an exposed basement to the side or rear, and an attached garage for at least two (2) cars but not to exceed three (3) cars.
2. The following provisions shall be applicable to construction on the subdivision lots:
 - 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. No building shall be erected on any lot having a ground floor living area of less than one thousand five hundred (1,500) square feet in the case of a one (1) story structure, nor less than nine hundred (900) square feet in the case of a one (1) or two (2) story structure, provided that said one and one-half (1-1/2) or two (2) story structure contains a minimum total of one thousand seven hundred (1,700) square feet. Garages, breezeways, screened porches, open porches, decks, or third story square footage shall not be considered as ground floor area.
 - c. No trailer, mobile home, tent, boat, unattached garage or barn shall be placed upon any lot except as specifically provided in these Covenants.
 - d. 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 building shall be constructed nearer than 35 feet nor more than 38 feet, or as noted on final subdivision plat, to the front line or 10 feet to any side lot line, and all applicable provisions of the Coralville, Iowa, zoning ordinances shall be observed. To the extent permitted by Coralville ordinances, the Subdivider may approve a side yard of less than 10 feet.
 - f. The top of the foundation of the dwelling on each lot must be eighteen inches (18") above the top of the street curb at the center of the lot. All other building elevations, including requirements for walk-out or conventional basements, must be approved by the Subdivider. The installation of walk-out basements will be

permitted only if, in the absolute discretion of the Subdivider, the same will not adversely affect surface water drainage of the continuity of topography within the subdivision.

- g. On all lots in the subdivision, the garage must be placed on the high side elevation of the lot. In addition, four feet (4') of the foundation on the low elevation side of the house must be backfilled and the to four feet (4') of said foundation must be framed with siding in compliance with the provisions of paragraph 2.h. Variances may be granted by the Subdivider on a lot by lot basis.
- h. Exterior surfaces of the dwellings shall be constructed only of brick, stone, or horizontal lap siding. No vertical siding of any kind is permitted. T-1-11 inverted bat or board and batten siding is not permitted. Other materials may be specifically approved in writing by the Subdivider.
- i. All dwelling roofs shall be surfaced with cedar shake shingles, or with the following brands of square asphalt shingles: (a) Certainteed brands, known as Hearthstead, Independence, Hallmark, and Horizan; and (b) G.A.F. brands, known as Timberline and Woodline. All dwelling roofs must have a minimum pitch of 7/12 (i.e., 7" of rise for each 12" of run).
- j. Prior to any construction, plans and specifications for the proposed structures shall be submitted to the Subdivider or his designee for approval. In addition to plans and specifications for structure, the application shall show the location and type of fences, parking areas, plantings, landscaping, sewer facilities and other relevant matters, including the location on the lot of all proposed improvements, the materials to be used and the exterior color scheme proposed. With respect to corner lots in the subdivision, the Subdivider shall have the authority to dictate the direction which the house constructed thereon shall face. 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 months. The Subdivider or his designee shall approve or disapprove the application with a period of ten (10) days after receipt of all of the above documents, and in the event of disapproval, shall specify the exact reasons therefor to enable the applicant to correct the application in order to obtain approval. Disapproval shall be for substantial cause, it being the intent of this restriction to permit improvements that will enhance the aesthetics of the subdivision and maintain or improve property values.
- k. All driveways, vehicle parking area, and walkways will be constructed of concrete, and will be completed the within the twelve-month period set forth in the immediately preceding paragraph. All sidewalks must be four feet in width.
- l. No fences will be installed unless the same are 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 home than the rear outside corner of said dwelling. Swimming pools must be below ground level and located in the rear yard and may be bordered by a five to six foot high chain link fence.
- m. Each lot shall have an exterior decorative yard light.
- n. 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.

- o. Each lot owner will plant in the front yard two trees, each with a minimum trunk diameter of 2 inches and of one or more of the following types: *Betula nigra* (River Birch); all Lindens; all maples except silver maple; all oak; all seedless ash; all spruce, all pine; all fir; Ginko; and thornless honeylocust.
- p. Each dwelling shall have a minimum of two and a maximum of three-car capacity attached garage. The garage must be serviced by a front entrance driveway from the existing public street as illustrated in Exhibit "A" hereto, or by an inside front entrance to the garage as illustrated in Exhibit "B" hereto. No driveway may be located within 10 feet of any side yard boundary line, unless Subdivider waives in writing this requirement.
- q. The initial exterior color of the dwelling unit shall be subject to the approval of the Subdivider.
- r. Split-foyers, A-frames, or dome houses will not be permitted.
- s. Except for wooded areas of the lot behind or to the rear of the dwelling, the back yard shall be fine graded and seeded or sodded. The front and side yards and the parking areas between the front yard and the paved street shall be sodded.
- t. No manufactured or prefabricated homes shall be allowed.
- 3. The following restrictions shall be applicable to the use of the 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. 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.
 - d. No lot shall contain an above-ground swimming pool, or tree house.
 - e. No satellite dish unless approved in writing by the developer, ham radio tower, or antenna, and no outbuildings except for a gazebo whose location and plans are approved in writing in advance of construction by the developer, shall be located on any lot, or the improvements thereon. However, satellite dishes which are no larger than 18" in diameter shall be permitted on the back of the roof ridge line.
 - f. 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 God 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.

- g. Any dog kennel shall be located only at the rear of a dwelling and shall not be located in the side yard on any lot.

4. 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.

A perpetual easement is hereby served in favor of MidAmerican Energy, REC Electric, and Heritage Cablevision, upon, over and under, along and across the areas marked on the plat of the subdivision as utility easement. 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, crossarms, 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 overhand all lots with aerial services wires; 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 dwellings 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.

5. These restrictive covenants shall not be binding upon any lot in said subdivision so long as title thereto remains in Steele-Gate Partnership, an Iowa General Partnership.

6. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them for twenty (20) years, at which time said covenants shall be automatically extended for a period of ten (10) years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants from termination under the provisions of Section 614.24, Code of Iowa, by filing the necessary claim in the manner set forth in Section 614.25, Code of Iowa.

7. 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 6., it shall be lawful for any other person or persons owning any other lots in said development or 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 to recovery or damages or other dues for such violation.

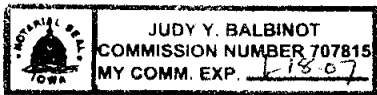
DATED this 22 day of April, 2004.

STEELE-GATE PARTNERSHIP, an Iowa
General Partnership

By: Michael T. Gatens
Michael T. Gatens, General Partner

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

On this 22nd day of April, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Michael T. Gatens, to me personally known, who being by me duly sworn, did say that the person is one of the partners of Steele-Gate Partnership, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners; and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.



Judy Y. Balbinot
Notary Public in and for the
State of Iowa

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