

**PROTECTIVE COVENANTS AND RESTRICTIONS FOR CERTAIN LOTS WITHIN
AUBURN EAST AND AUBURN EAST SECOND ADDITION
CORALVILLE, JOHNSON COUNTY, IOWA**

COMES NOW, Granite Developers, L.L.C., an Iowa limited liability company, the successors in interest to the Developer for the following lots in Auburn East and Auburn East Second Addition:

Lots 2, 3, 4, 5, 6, 10, 11, 12, 14, 15, 17, 18, 19, 20, 21, 22, 25, 30, 32, 33, 34, 35, 36, 37, 38 and 39, Auburn East, Coralville, Iowa, according to the plat thereof recorded in Book 46, Page 226, 277, and 228, Plat Records of Johnson County, Iowa;

And

Lots 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, and 54, Auburn East Second Addition, Coralville, Iowa, according to the plat thereof recorded in Book 46, Page 297, Plat Records of Johnson County, Iowa.

according to the Assignment dated the 16th day of May 2005 and recorded the 17th day of May 2005, in Book 3877, Page 687, Records of Johnson County, Iowa; and

WHEREAS, Granite Developers is the owner of the above-referenced properties; and

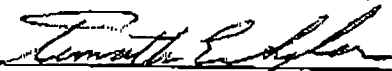
WHEREAS, for the mutual benefit of those persons who may purchase any of the numbered lots owned by Granite Developers, Granite Developers hereby imposes the following additional covenants and restrictions on each numbered lot in said subdivision, which shall be binding upon all of the present and future owners of each and every numbered lot or a portion thereof in said subdivision as covenants running with the land and with said force and effect as if contained in each subsequent conveyance of land.

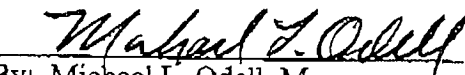
1. All lots shall be required to have a yard light installed thereon. All yard lights must be identical or as nearly identical as possible. Granite Developers or its successors in interest shall stipulate the make and model of the yard light to be used.

2. This additional covenant is in addition and not in lieu of the existing Protective Covenants and Restrictions for Auburn East and Auburn East Second Addition which are dated the 14th day of May 2004 and recorded the 25th day of May 2004 in Book 3738, Page 508, Records of Johnson County, Iowa.


DATED this 30th day of July 2005.

GRANITE DEVELOPERS, L.C.


By: Timothy E. Saylor, Manager


By: Michael L. Odell, Manager

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 Fee Amt: \$38.00 Page 1 of 8
 Johnson County Iowa
 Kimberly A. Painter County Recorder
 BK **3738** PG **508-513**

Prepared By: Philip A. Leff, P.O.Box 2447, Iowa City, IA 52244-2447; 319/338-7551

**PROTECTIVE COVENANTS AND RESTRICTIONS OF
 AUBURN EAST AND AUBURN EAST SECOND ADDITION
 CORALVILLE, JOHNSON COUNTY, IOWA**

The undersigned, being the owner and developer (hereinafter "Developer") of all lots in the subdivision to Coralville, Johnson County, Iowa, known as Auburn East and Auburn East Second Addition as described on Exhibit "A" attached hereto, the Final Plat of which subdivisions are recorded in Plat Book 46, Page 226 and Page 227 in the office of the County Recorder of Johnson County, Iowa, for the mutual benefit of those persons who may purchase any of the numbered lots in said subdivision now owned by the undersigned, hereby impose the following covenants and restrictions on each numbered lot in said subdivision, which shall be binding upon all the present and future owners of each and every numbered lot or portion thereof in said subdivision as covenants running with the land and with such force and effect as if contained in each subsequent conveyance of land. Said subdivisions shall be referred to collectively herein as the "Subdivision".

1. All lots shall be used only for single-family 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 not to exceed three (3) cars. The Developer may allow a four (4) car garage in his sole discretion provided the four (4) garage doors do not face the street.

2. The following provisions shall be applicable to construction on the subdivision lots:

A. No lot shall be subdivided to create additional building lots. This provision shall not prevent a lot from being divided for the purpose of conveying portions of such lot to abutting lot owners so long as said conveyances do not result in any additional building lots being created and only serve to enlarge already existing lots.

B. No building shall be erected on Lots 1 through 39 and 51 through 54 having a ground floor living area of less than two thousand (2,000) square feet in the case of a one (1) story structure, nor less than a total of two thousand seven hundred (2,700) square feet on the first and second floors combined in the case of a one and one-half (1 1/2) or two (2) story structure. Basements, garages, breezeways, screened porches, open porches, or decks shall not be considered as square foot area.

C. No building shall be erected on Lots 40 through 50 having a ground floor living area of less than one thousand six hundred (1,600) square feet in the case of a one (1) story structure, nor less than a total of two thousand (2,000) square

feet on both levels in the case of a one and one-half (1½) or two (2) story structure. Basements, garages, breezeways, screened porches, open porches, or decks shall not be considered as square foot area.

D. No trailer, mobile home, tent, boat, unattached garage, or barn shall be placed upon any lot.

E. No building shall be constructed nearer than 35 feet from the front lot line, nor nearer than 14 feet to any side lot line. When a lot has been effectively enlarged by the combination of two or more lots or by the addition of adjacent land resulting from the division of an adjacent lot as permitted by those covenants, the term "lot line" shall refer to the boundary lines of the lot as so enlarged to include the original lot and adjacent lot(s) or divided portion of adjacent lot(s) coming under common ownership and intended by the owner to be developed as a single building site.

F. The front 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 approved in writing by the Developer.

G. All dwelling roofs shall be surfaced with the following brands of asphalt shingles: (1) Certaineed brands, known as Hearthstead, Hallmark, and Horizon; and (2) G.A.F. brands, known as Timberline and Woodline. All dwelling roofs must have a minimum pitch of 6/12 (i.e., 6" of rise for each 12" of run). Other materials and roof pitches may be approved in writing by the Developer.

H. Prior to any construction, plans, and specifications for the proposed structures shall be submitted to the Developer or his designee for approval. In addition to plans and specifications for structure, the submitted material 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. The application shall also set forth a time schedule for construction of improvements, and in no event will plans and specifications be approved when the proposed construction will take longer than twelve months. The Developer or his designee shall approve or disapprove the application within 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 review process to permit improvements that will enhance the aesthetics of the subdivision and maintain or improve property values.

I. All driveways, vehicle parking areas, and walkways will be constructed of concrete or brick, if approved in advance by Developer, and will be completed within the twelve month period set forth in the immediately preceding paragraph. All sidewalks must be at least four feet in width and shall be eight feet wide where required by the Subdivider's Agreement with Coralville entered into in connection with the approval of the Subdivision Final Plat. Lot owners shall, upon purchasing a lot from the Developer, assume the obligation to install sidewalks in accordance with the specifications of the City of Coralville and in accordance with the Subdivider's Agreement entered into in connection with the Final Plat.

J. No fences will be installed unless the same are poly-covered green or black 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 most 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 poly-covered chain link fence. All fences must be installed with plantings to screen the fence from the view of surrounding property owners. The plants must be planted six feet on center and three feet from the fence on its exterior side, and may be selected from the following: Thuja occidentalis "Techny" (Techney Arborvitea); Syringa meyeri palibin "Korean" (Dwarf Korean Lilac); Viburnum trilobem (American Cranberry Viburnum); Lonicera Tatarica "Arnold Red" (Arnold Red Honeysuckle); Weigela x vanicki "Red Prince" (Red Prince Weigela); and Cornus sericea "Baileyi" (Red Twig Dogwood). The Developer may waive all or any portion of this provision where the fences to be installed would be located in the wooded portions of a lot or for other good reason. Such waiver shall be in writing.

K. During the course of construction of a lot, the building contractors and lot owner shall keep mud, dirt, debris, and building materials off of all subdivision roads and other building lots.

L. Each dwelling shall have a minimum of a two car and a maximum of a three car capacity attached garage. The Developer may allow a four (4) car garage in his sole discretion provided the four (4) garage doors to not face the street.

M. The initial exterior color of the dwelling shall be subject to the approval of the Developer.

N. Split foyers, A-frames, flat roof houses, or dome houses are not permitted.

O. 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 yard and the parking area between the front yard and the paved street shall be sodded except where sidewalks may be located.

P. All applicable regulations of the Coralville Zoning Ordinance shall be observed except to the extent that these covenants provide for more onerous requirements.

Q. All garages must be located on the high side elevation of the lot unless the Developer approves in writing an alternate location.

R. Foundation/basement walls may not be exposed on the front elevation of any improvements built on a lot. Any portion of such walls that may be above grade must be backfilled with dirt and then properly retained with appropriate landscaping retaining wall materials. The Developer may approve in writing other materials to cover or screen any exposed concrete or concrete block basement/foundation walls.

S. Dog runs must be located within the back yard and can extend no farther than the back side of lot building improvements. Materials used for fencing must be in compliance with paragraph 2.J above.

T. Other than applicable requirements of the Coralville Zoning Ordinance and the Subdivider's Agreement entered into with the City of Coralville 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.

U. All mailboxes must be identical or as nearly identical as possible. The Developer shall stipulate the make and model of the mailbox to be used.

V. All exterior lighting must be installed so the illumination is directed downwards. Any deviations must be approved in writing by the Developer.

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

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 in the rear yards 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 are shall be hard 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 greater than two (2) feet in diameter, 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. Those satellite dishes less than two (2) square feet in diameter may be allowed provided that they are located on the back side of the roof.

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.

4. These restrictive covenants shall not be binding upon any lot in said subdivision so long as title thereto remains in the Developer.

5. Any approval, waiver, or consent required or permitted of the Developer under the terms of these restrictive covenants may be exercised by such person(s), firm(s), or corporation(s) as the Developer may designate in writing.

6. These covenants will run with the land and shall be binding upon all parties and all persons claiming hereunder for a period of 20 years from the date of said covenants. However, said covenants will terminate under the current provisions of Section 614.24, Code of Iowa, unless at least one lot owner within this subdivision files a claim in the manner set forth in Section 614.25, Code of Iowa, to prevent said termination. In the event said claim is properly filed, the covenants will be extended thereby for an additional 20 years.

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 lot(s) in the 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 of damages or other remedies for such violation.

Dated this 14th day of May, 2004.

SAYLOR DEVELOPERS, L.C.
By: Robert C. Fick
Robert C. Fick, President
Mel Foster Co. Properties,
Inc. of Iowa, its Managing
Member

STATE OF IOWA)
) SS:
COUNTY OF SCOTT)

On this 14th day of May, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Robert C. Fick, to me personally known, who, being by me duly sworn, did say that he is the President of Mel Foster Co. Properties, Inc. of Iowa, the Managing Member of Saylor Developers, L.C., a limited liability company, and that the instrument was signed on behalf of said limited liability company by authority of the members; and that the members acknowledge the execution of said instrument to be the voluntary act and deed of said limited liability company by it and by the members voluntarily executed.



Lori Levetzow
Notary Public in and for
the State of Iowa

**RESTRICTIVE COVENANTS FOR CONSERVATION
AREA IN AUBURN EAST, CORALVILLE, IOWA**

1. Eugene L. "Chick" Meade, a single person, Eugene L. "Chick" Meade in the capacity as Executor of the Estate of Patricia A. Meade, and/or Auburn East, L.L.C., hereafter "Owners", hereby warrant that they are owners in fee of the real estate shown and identified as "Conservation Area" on the Final Plat of Auburn East, Coralville, Iowa, according to the recorded plat thereof.
2. Owners hereby agree to restrict the use and title of the "Conservation Area" as follows:
 - a) Within the Conservation Area there shall be no construction or placement of buildings or mobile homes, fences, signs, billboards or other advertising material, or other structures, whether temporary or permanent.
 - b) Within the Conservation Area there shall be no filling, draining, excavating, dredging, mining, drilling or removal of topsoil, loam, peat, sand, gravel, rock, minerals or other materials.
 - c) Within the Conservation Area there shall be no building or making of roads or paths for motorized or non-motorized vehicular travel or any change in the topography of the land.
 - d) Within the Conservation Area there shall be no removal, destruction or cutting of live trees or plants, spraying with biocides, insecticides or pesticides, grazing of animals, farming, tilling of soil or other agricultural activity.
 - e) Within the Conservation Area there shall be no dumping of ashes, trash, garbage, rubbish, debris, vehicle bodies or parts, waste or other unsightly or offensive material.
 - f) Within the Conservation Area there shall be no operation of snowmobiles, dunebuggies, motorcycles, all-terrain vehicles, mountain bicycles or any other type of motorized or non-motorized vehicle, with the exception of occasional access for equipment when necessary to remove dead or dying trees.
 - g) Within the Conservation Area there shall be no work or activities of any kind that would have the effect of modifying the existing creek channel, unless with the prior written approval of the District Engineer of the Rock Island District of the U.S. Army Corps of Engineers.
3. Paragraph 2.g) of these Restrictive Covenants may be changed, modified or revoked only upon prior written approval of the District Engineer of the Rock Island District of the U. S. Army Corps of Engineers. To be effective, "prior written approval" for the purposes of this paragraph 3 and paragraph 2.g) must be witnessed, authenticated and recorded pursuant to the laws of the state of Iowa.

4. These Restrictive Covenants are made appurtenant to the real estate underlying the Conservation Area such that the present owners of such real estate and all heirs, assigns and successors in interest to real estate within the Conservation Area shall be bound by the terms and conditions set forth herein.

OWNERS

Eugene L. "Chick" Meade AUBURN EAST, L.L.C.
Eugene L. "Chick" Meade By Charles Sjodergren
Charles Sjodergren, Manager

Eugene L. "Chick" Meade
Eugene L. "Chick" Meade as Executor
of the Estate of Patricia A. Meade

-all acknowledged-