

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

That T. J. McLaughlin and Kathryn L. McLaughlin, husband and wife; W. Louis Beecher and Gertrude Beecher, husband and wife; and William L. Telfer, M.D., Lane A. Reeves, M.D., and Lawrence T. Betts, M.D., doing business as OB-GYN Medical Building, a Partnership, being desirous of laying out and platting into lots and streets the land described in the attached certificate of survey by Wayne Claassen, Professional Engineer and Land Surveyor, Registered No. 3362, dated May _____, 1979, do by these presents designate and set apart the aforesaid premises as an Addition to the City of Waterloo, Black Hawk County, Iowa, the same to be hereafter known as and called:

NATIONAL PLAZA, WATERLOO, IOWA,

all of which is with the free consent and desire of each of us, and we do hereby dedicate and set apart for public use the streets and avenues as shown upon the attached plat; and grantors hereby release all of their right of dower and homestead in and to said premises.

BE IT FURTHER KNOWN that T. J. McLaughlin and Kathryn L. McLaughlin, husband and wife; W. Louis Beecher and Gertrude Beecher, husband and wife; and William L. Telfer, M.D., Lane A. Reeves, M.D., and Lawrence T. Betts, M.D., doing business as OB-GYN Medical Building, a Partnership, do hereby covenant and agree for themselves, their successors and assigns, that all of the lots in said Addition are hereby made subject to the following covenants, restrictions and easements upon their use and occupancy as if the same were contained in every instrument that they or their successors in interest may execute concerning said lots, or any of them, and said restrictions, covenants and easements shall run with the land for the length of time and in the particulars hereinafter stated, to-wit:

DECLARATION OF COVENANTS

1. The following words when used in this Deed of Dedication or any supplemental Deed, unless the context clearly requires otherwise, shall have the following meanings:

(a) "The Properties" shall mean and refer to Lots 1, 2, 4, 5, 7 and 8 in this subdivision collectively.

(b) "Access Lot(s)" shall mean and refer to Lot(s) 3, 6 and 9.

(c) "Owners" or the singular, shall mean and refer to the persons or entities who according to the real estate records of Black Hawk County at the time in question have or hold an equitable interest in The Properties, unless the same is held only as security for the performance of an obligation.

(d) "The Park" shall mean and include the west 35 feet of The Properties except Lot 1 and the west 35 feet of the south 26.82 feet of said Lot 1.

2. The Properties are restricted to and shall be used only as private single family residential lots and no structures shall be erected on them other than a single story row house structure having: (1) not less than 1600 square feet on the ground floor per dwelling unit, exclusive of garage and basement; (2) exterior perimeter walls that:

(a) extend to the easterly lot lines of Lots 1, 2, 4, 5, 7 and 8, except that this restriction shall not apply to the north 41.20 feet of Lot 1 and the south 16.98 feet of Lot 8; and

(b) are set back at least 40 feet from the most westerly lot lines of Lots 1, 2, 4, 5, 7 and 8; and

(c) extend to both the north and the south lot lines of Lots 1, 2, 4, 5, 7 and 8; except that the north wall on Lot 1 and the south wall on Lot 8 are exempt from this restriction; and

(d) comply with the provisions for "party walls" contained in this Deed of Dedication; and

(3) both an exterior facade and a style of roof that is both harmonious and compatible with the neighboring structure or structures on The Properties.

3. The Park shall be used and maintained solely as a private green space and open area for the mutual benefit of the Owners, their families and guests.

4. Each Access Lot is restricted to and shall be used only for purposes of ingress and egress to two Lots in The Properties as follows: Lot 3 for Lots 1 and 2; Lot 6 for Lots 4 and 5; and Lot 9 for Lots 7 and 8. No owner shall park or permit vehicles, boats, campers or other equipment to block or hinder the free passage of other vehicles or the like over and across the Access Lots.

5. The provisions of The Code, Chapter 651, and the Iowa Rules of Civil Procedure (270-298) relating to partition of real property shall not be available as between the Owners of any interest in the Access Lots as follows: As to Lot 3, between Owners of Lots 1 and 2; as to lot 6, between Owners of Lots 4 and 5; and as to Lot 9, between Owners of Lots 7 and 8; provided nothing in preceding sentence shall be construed as a limitation on partition by joint owners of one lot in The Properties as between themselves.

6. No building shall be erected or placed on Lot 10. A sidewalk shall be constructed over Lots 12 and 14, parallel to Ridgeway Avenue, on or before the completion of the improvements on Lot 12.

PARTY WALLS

7. Each wall which has been built as a part of the original construction of the homes upon The Properties and placed on a dividing line running in an easterly-westerly direction between Lots 1 and 2, 2 and 4, 4 and 5, 5 and 7, and 7 and 8 shall constitute a party wall, and to the extent not inconsistent with the provisions of this Deed, the general rules of law regarding party walls and liability for property damage due to negligent or willful acts or omissions shall apply thereto.

8. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

9. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

10. Notwithstanding any other provision of this Deed, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

ARCHITECTURAL CONTROL

11. No Owner shall build, erect or maintain any building, fence, wall or other structure upon The Properties or the Access Lots, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design, color, materials and location in relation to surrounding structures and topography by the favorable vote of the Owners of four of the six Lots which constitute The Properties.

12. In the event the other Owners fail to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to all of them, or if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Deed will be deemed to have been fully complied with.

EASEMENTS

13. The Park is subject to and there is hereby granted nonexclusive, perpetual easements for access, use and enjoyment in favor of the Owners, their families and guests, which easements shall be appurtenant to and run with the title to each of the lots in The Properties.

14. If any part of the original construction of any structure on The Properties encroaches upon any other lot, a valid easement for such encroach-

ment and the maintenance thereof, so long as it continues, shall and does exist. In the event any portion thereof is partially or totally destroyed and then rebuilt, minor encroachments of any parts of the structure due to construction shall be permitted and valid easements for such encroachments and the maintenance thereof shall exist.

15. No easements are being created over the Access Lots since it is the intent of the proprietor to convey fractional undivided one-half interests as follows:

- (a) One-half interests in Lot 3 with Lot 1 and with Lot 2;
- (b) One-half interests in Lot 6 with Lot 4 and with Lot 5;
- (c) One-half interests in Lot 9 with Lot 7 and with Lot 8.

16. For the mutual benefit of the undersigned, its successors in interest in the ownership of any and all of the lots and tracts in this addition, and of such public and private corporations and agencies as may have occasion to serve, service, or supply any of the said lots with water, sewer, gas, electricity or communication services, the undersigned expressly and specifically reserves and establishes permanent easements, as shown on the plat attached hereto, for the following purposes and uses: (A) Any company or agency supplying electricity or communication service in said subdivision shall have the right to construct, maintain and operate permanent overhead or underground electricity or communication feeder or service facilities, with the poles and other appurtenances necessary thereto, and the right to trim trees to maintain a four-foot clearance in every direction for wires along permanent overhead routes; and (B) The City of Waterloo and any public utilities company having a franchise for the distribution and sale of gas in said City, shall have the right to construct and maintain sewer, water, and gas service lines in, across and along said easements. The proprietors, agents and workmen of all such service corporations or agencies shall have the right of reasonable access to their said services and installations for the purpose of the proper construction and maintenance of their lines and equipment.

OTHER PROVISIONS

17. These covenants and restrictions shall run with the land and shall be binding on the present owners and all persons claiming under them until March 15, 1999, at or prior to which date said covenants and restrictions may be extended as provided by law.

18. If the present owners or their successors or assigns, shall violate or attempt to violate any of the covenants and restrictions herein contained prior to March 15, 1999, or any extension of said covenants and restrictions, it shall be lawful for any other person, firm or corporation owning lots in this subdivision to prosecute any proceedings at law or in equity against any person, firm or corporation violating or attempting to violate them and either to prevent said violation or attempted violation or to recover damages for said violation.

19. Invalidation of any of these covenants, restrictions or easements by judgment or decree shall in no way affect the validity of the other covenants, restrictions or easements which shall remain in full force and effect.

20. Words and phrases herein, including the acknowledgments hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

DATED at Waterloo, Iowa, this _____ day of May, A.D., 1979.

T. J. McLaughlin,

Kathryn L. McLaughlin;

W. Louis Beecher,

Gertrude Beecher; and

William L. Telfer, M.D.,

Lane A. Reeves, M.D., and

Lawrence T. Betts, M.D., doing business
as OB-GYN Medical Building, a Partnership

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

On this _____ day of May, A.D., 1979, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared T. J. McLaughlin and Kathryn L. McLaughlin, husband and wife; and W. Louis Beecher and Gertrude Beecher, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

_____, Notary Public in
and for the State of Iowa