

REQUEST:	Request for the 8-lot preliminary and final plat of St. Joseph's Square, located on the northerly corner of East 3 rd Street and Lafayette Street.
APPLICANT(S):	Rooff Development, 1507 Commercial Street, Waterloo, IA 50702
GENERAL DESCRIPTION:	The applicant is requesting to replat Lots 8 and 9, Block 31 of the Original Plat of Waterloo East into eight residential lots for the development of eight townhouses.
SURROUNDING LAND USES AND IMPACT ON NEIGHBORHOOD:	The request to plat the lot in question would not appear to have a negative impact upon surrounding land uses or the neighborhood.
VEHICULAR & PEDESTRIAN TRAFFIC CONDITIONS:	The proposed preliminary and final plat would not appear to have a negative impact upon vehicular traffic or pedestrian traffic conditions in the area. The lots would be served by Lafayette Street, which is classified as a Collector, and East 3 rd Street, which is classified as a Local Street. There will be one vehicular access point to the site from Lafayette Street
RELATIONSHIP TO RECREATIONAL TRAIL PLAN:	The Cedar Valley Lakes Trail is located approximately two blocks to the southwest of the site, located on the north banks of the Cedar River.
ZONING HISTORY FOR SITE AND IMMEDIATE VICINITY:	<p>The area in question is zoned "C-3" Central Business District.</p> <p>North – Queen of Peace Catholic Church, zoned "C-2" Commercial District.</p> <p>South – Waterloo Water Works, zoned "C-2" Commercial District.</p> <p>East – Elks Club, zoned "C-3" Central Business District.</p> <p>West – Existing residential Development, zoned "C-2" Commercial District.</p>
BUFFERS REQUIRED/ NEEDED:	There appears to be no need for additional screening and buffering for this request.
DRAINAGE:	The preliminary and final plat request would not appear to have a negative impact on drainage in the area.
DEVELOPMENT HISTORY:	The surrounding area consists of a mix of uses, ranging from multi-family residential, religious facilities, banquet facilities and professional offices. The majority of this area was developed in the early 1900s.
FLOODPLAIN:	The property in question is located within the Zone-X, 500-year floodplain, protected by flood levee as indicated by the Federal Insurance Administration's Flood Insurance Rate Map Community Number 190025 and Panel Number 0189F, dated July 18, 2011.

PUBLIC /OPEN
SPACES/ SCHOOLS:

Lincoln Park is located approximately two blocks to the northeast at the intersection of East Park Avenue and Mulberry Street.

UTILITIES: WATER,
SANITARY SEWER,
STORM SEWER, ETC.

There is a 36" sanitary sewer in Lafayette Street, and an 18" sanitary sewer in East 3rd Street. There is 21" storm sewers located in both Lafayette and East 3rd Streets.

There is a 12" water main in Lafayette Street that lays 25' south of the north line of Lafayette Street. There is also a 10" water main in E. 3rd Street that lays 26.5 feet east of west line of E. 3rd Street. The Waterloo Water Works also has a Fiber Optic line along E. 3rd Street on the west side of the street.

RELATIONSHIP TO
COMPREHENSIVE
LAND USE PLAN:

The Future Land Use Map designates this area as *Mixed Commercial, Low, Medium to High Density Residential, Professional Offices, and Neighborhood Commercial*. The proposed preliminary and final plats would be in conformance with the Comprehensive Plan and Future Land Use Map for this area.

STAFF ANALYSIS –
ZONING
ORDINANCE:

The applicant is requesting to plat the property in question at the northerly corner of Lafayette Street and East 3rd Street into eight lots for the purpose of constructing eight row dwelling townhouses.

Lot sizes range from 1,655 SF to 4,001 SF. The average lot size in the subdivision is 2,244 SF. It should be noted that in the "C-3" Central Business District, there is no minimum lot area per family required. The proposed lot sizes would appear to be compatible with the surrounding area, and would appear to meet the intent of the "C-3" Central Business District, which promotes smaller lot sizes and more dense development.

As noted, the proposed plat is located within the "C-3" Central Business District, which is designed and intended to accommodate the variety of retail stores, services and related activities, including residential development which often occupy the area within the central business district.

The site plan for the townhouses has already been approved under a previous request when the site was rezoned to "C-3" Central Business District.

STAFF ANALYSIS –
SUBDIVISION
ORDINANCE:

On the submitted preliminary plat, most of the items required from the checklist are shown on the plat. As the site is zoned "C-3" Central Business District, there are no required building setbacks, therefore, building setback lines are not shown on the final plat. The existing contours of the site are not shown on the preliminary plat, along with proposed contours (grading plan). Street right-of-way width is shown on the preliminary plat for Lafayette Street and East 3rd Street, however, the width of the streets and their pavement type are not labeled,

however, they are existing streets.

At this time, no deed of dedication has been submitted for the plat.

STAFF

RECOMMENDATION:

Therefore, staff recommends that the request for the Preliminary and Final Plat of St. Joseph's Square be approved due to the following reasons:

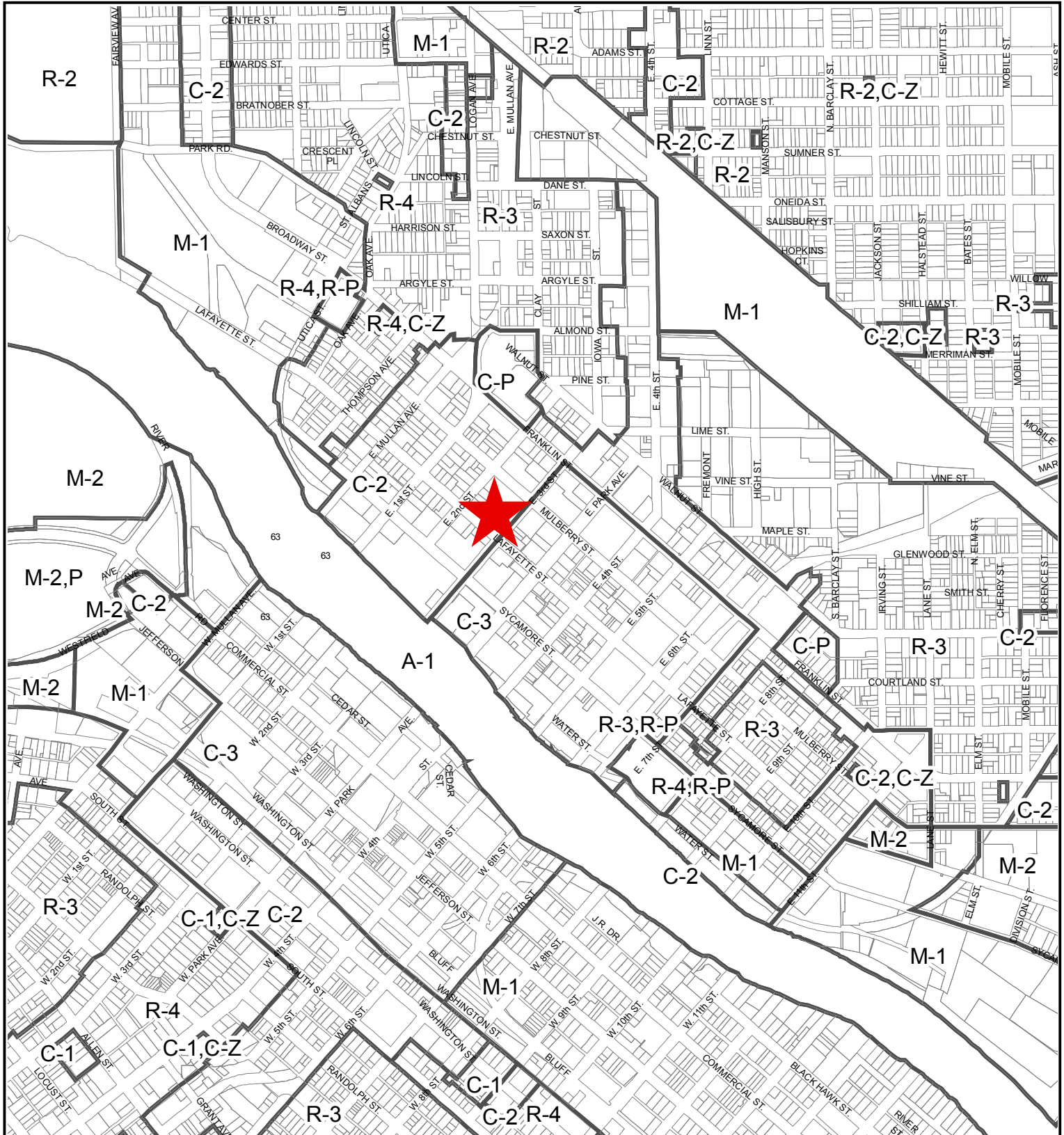
1. The plat can be serviced by the extension of existing utilities.
2. The plat meets the intent of the Subdivision Ordinance, and would appear to meet the requirements of the Zoning Ordinance.
3. The plat will create an infill development site within the Primary Growth Area, as well as additional housing development options within the City.

And subject to the following condition(s):

1. That a deed of dedication is submitted.

City of Waterloo Planning, Programming and Zoning Commission

August 5, 2014



1,000 500 0 1,000
Feet



**East 3rd Street and Lafayette Street
Preliminary and Final Plat of
St. Joseph's Square
Rooff Development**

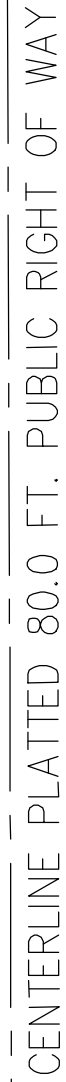
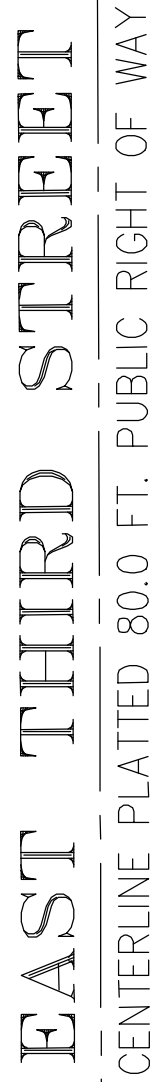
City of Waterloo Planning, Programming and Zoning Commission
August 5, 2014



150 75 0 150
Feet



**East 3rd Street and Lafayette Street
Preliminary and Final Plat of
St. Joseph's Square
Rooff Development**



LEGAL DESCRIPTION:

INDIVIDUAL LOT LEGAL DESCRIPTIONS:

AND

AND

AND

AND

AND

AND

AND

BEARINGS:

BASIS OF BEARINGS:

SYMBOL AND ABBREVIATION LEGEND:			
"N"	DENOTES NORTH (DIRECTION)	0.00"	DENOTES RECORD DIMENSION
"S"	DENOTES SOUTH (DIRECTION)	0.00'	DENOTES FIELD DIMENSION
"E"	DENOTES EAST (DIRECTION)	"C"	DENOTES ASSUMED BEARING
"W"	DENOTES WEST (DIRECTION)	"P"	DENOTES SURVEY MONUMENT FOUND
"BRC"	DENOTES BEARING (ANGULAR MEASUREMENT)	"C&P SET"	DENOTES C&P SET
"D"	DENOTES DEGREES (ANGULAR MEASUREMENT)	"S"	DENOTES STONE MONUMENT FOUND
"M"	DENOTES MINUTES (ANGULAR MEASUREMENT)	"R"	DENOTES REBAR
"S"	DENOTES SECONDS (ANGULAR MEASUREMENT)	"R&L SPK"	DENOTES RAIL ROAD SPK FOUND
"A"	DENOTES ANGLES (ANGULAR MEASUREMENT)	"R&L SPK SET"	DENOTES RAIL ROAD SPK SET
"R"	DENOTES RADIUS (CURVE MEASUREMENT)	"P.K."	DENOTES P.K. RAIL FOUND
"C"	DENOTES CHORD (CURVE MEASUREMENT)	"P.K. NAIL"	DENOTES P.K. NAIL FOUND
"L"	DENOTES LENGTH (CURVE MEASUREMENT)	"P.K. NAIL"	DENOTES P.K. NAIL FOUND
"CH"	DENOTES CHORD (CURVE MEASUREMENT)	"W"	DENOTES WATER VENT
"FOOT"	DENOTES FEET (LINEAR MEASUREMENT)	"H"	DENOTES FIRE HYDRANT
"FEET"	DENOTES FEET OR FOOT (LINEAR MEASUREMENT)	"L"	DENOTES LUMBER
"L"	DENOTES LINEAR FEET (LINEAR MEASUREMENT)	"P.L."	DENOTES PROPERTY LINE
"L.F."	DENOTES LINEAL FEET (LINEAR MEASUREMENT)	"COR."	DENOTES CORNER
"SQR"	DENOTES SQUARE (AREA MEASUREMENT)	"C&P"	DENOTES C&P
"D.P.P."	DENOTES DUCTILE IRON PIPE (WATER)	"DIA."	DENOTES DIAMETER
"V.P."	DENOTES VIRIFIED CLAY PIPE (SANITARY)	"A.C.C."	DENOTES ASPHALTIC CEMENT CONCRETE
"C&P"	DENOTES CEMENT CONCRETE (STORM)	"C.C.P."	DENOTES CEMENT CONCRETE
"NAT"	DENOTES NATURAL (NATURAL GAS)	"BLDG"	DENOTES BUILDING
"ELEC"	DENOTES ELECTRIC	"PARK"	DENOTES PARKING
"HOUR"	DENOTES HOUR		

PREPARED FOR ROOFF DEVELOPMENT/JOHN R. ROOFF
EAST THIRD STREET & LAFAYETTE STREET, WATERLOO, IOWA 50703

KESS & ASSOCIATES, INC.
819 SYCAMORE ST., WATERLOO, IOWA 50703-4729 PHONE: (319) 234-0509

THIS PLAT IS NOT CERTIFIED
UNLESS AN EMBOSSED SEAL IS
AFFIXED HEREON

DATE OF FIELD WORK: MAY 04, 2014
DWG. DATE: 07/16/2014

Prepared By: Eric W. Johnson, P.O. Box 178, Waterloo, IA 50704-0178 (319)234-1766

After Recording Return To: Eric W. Johnson, P.O. Box 178, Waterloo, IA 50704-0178

Address Tax Statement to: No Change

**OWNER'S STATEMENT AND DEED OF DEDICATION
FOR
ST. JOSEPH'S SQUARE
IN THE CITY OF WATERLOO,
BLACK HAWK COUNTY, IOWA.**

KNOW ALL MEN BY THESE PRESENTS:

That undersigned, with regard to A Replat of Lot 8 and Lot 9 in Block 31 of the Original Plat of the City of Waterloo, East of the Cedar River, Black Hawk County, State of Iowa, do by these presents designate and set apart the aforesaid premises to be known as:

ST. JOSEPH'S SQUARE

in the City of Waterloo, Black Hawk County, Iowa, hereinafter "Development", all of which is with the free consent and desire of the undersigned.

RESTRICTIVE COVENANTS

The undersigned does also covenant and agree for themselves and their successors and assigns, that each and all of Lots in Development shall be and the same are hereby made subject to the

following restrictions upon their use and occupancy as fully and effectively, to all intents and purposes, as if the same were set forth and contained in each deed of conveyance or mortgage that the undersigned, or their successors in interest, may hereafter make for any of the said Lots and that such restrictions shall run with the land and with each individual lot thereof for the length of time and in the particulars hereafter stated, to wit:

1. It is the intent of the undersigned to develop eight (8) homes in Development that have the same basic exterior appearance. No Lot in Development shall be used for anything other than residential purposes. No building shall be erected on any Lot in Development other than a single-family dwelling and unattached two (2) stall garage.

2. The Owner of each Lot shall be a Member of the St. Joseph's Square Homeowner's Association, Inc. ("Association").

3. The care, maintenance, repair, and upkeep of the exterior of each Home, including but not limited to siding, roofing, and exterior painting shall be provided by the Owner of said Lot, subject to the terms and conditions of the Articles of Incorporation and Bylaws, copies of which are attached as Exhibits A and B, and are hereby referenced and incorporated herein.

4. The care, maintenance, repair, and upkeep of the exterior of common areas (shared drive, public sidewalks along Lafayette Street and East Third Street, and exterior fencing) shall be provided by the Association, including snow removal, subject to the terms and conditions of the Articles of Incorporation and Bylaws, copies of which are attached as Exhibits A and B, and are hereby referenced and incorporated herein.

5. All of the provisions hereof shall be enforceable by appropriate legal proceedings by any present or future owners of the legal or equitable title to any Lot in Development. Invalidity of any one or more of the within restrictions by judgment or decree of court, shall not be regarded as affecting the validity of any of the other provisions hereof, nor shall any judicial determination with respect to any of the restrictive provisions hereof be regarded as affecting the validity or sufficiency of this instrument as a deed of dedication of said plat.

6. Each of the undersigned and all persons and corporations hereafter acquiring any right, title, or interest in any Lot in Development shall be taken and held to have agreed and covenanted with the owners of all other Lots in Development, and with the respective successors and assigns of the owners of all such other Lots, to conform to and observe all of the foregoing covenants, restrictions, and stipulations as to the use, improvement, and occupancy of Lots in Development, and as to the construction thereon, for a period of 21 years from the date of the filing of this Owner's Statement and Deed of Dedication, however, that the easements contained herein, shall not be subject to change at any time, but shall be permanent.

WITNESS our hands at Waterloo, Iowa, this ____ day of _____, 2014.

Black Hawk Contracting & Development Co.

By: John Rooff III
Its: President

STATE OF IOWA)
COUNTY OF BLACK HAWK)ss.

This record was acknowledged before me on this 10th day of December, 2014, by John Roof III, as President of Black Hawk Contracting & Development Co.

Barbara Kaup
Notary Public



Exhibit A

**IOWA NONPROFIT ARTICLES OF INCORPORATION
OF**

**ST. JOSEPH'S SQUARE
HOMEOWNER'S
ASSOCIATION, INC.**

TO THE SECRETARY OF STATE OF THE STATE IOWA:

The undersigned, acting as incorporator of a corporation under the Revised Iowa Nonprofit Corporation Act, Chapter 504 of the Iowa Code, adopts the following Articles of Incorporation for such corporation:

ARTICLE I - NAME

The name of the corporation is "St. Joseph's Square Homeowner's Association, Inc."

ARTICLE II - CORPORATE EXISTENCE

The corporate existence of this corporation shall begin on the date the Certificate of Incorporation is issued by the Secretary of State of the State of Iowa and shall continue perpetually thereafter unless dissolved as provided by law.

ARTICLE III - PURPOSES AND POWERS

Purposes for which the corporation is organized are to provide for the management, maintenance, repair and upkeep and general common maintenance of a homeowners association and those acts incidental thereto, to assess and collect funds and to exercise all other powers which may be incidental to the execution of the previously described general powers of the corporation, all in accordance with the procedure set forth in the Bylaws of the corporation.

As a means of accomplishing the foregoing purposes, the corporation shall have all of the general powers set forth in Iowa Code § 504.302, and as it may hereafter be amended. These general powers shall be exercised exclusively for the attainment of the purposes of the corporation as set forth in this Article.

ARTICLE IV - NO PRIVATE INUREMENT

No part of the net earnings shall inure to the benefit of any director or officer of the corporation or any private individual (except that reasonable compensation may be paid for services rendered to or for the corporation affecting one or more of its purposes). No director or officer of the corporation, or any private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the corporation, except as provided in Article IX.

ARTICLE V - DISSOLUTION PROVISIONS

In the event of dissolution, assets, if any remain, shall be distributed to the Members in accordance to their proportionate share of ownership in the Association, as determined by the Bylaws.

ARTICLE VI - INITIAL REGISTERED AGENT AND REGISTERED OFFICE

The street address of the Corporation's initial registered office in Iowa and the name of its initial registered agent at that office is:

John Roofff III , 1509 Commercial St., Waterloo, IA 50701

ARTICLE VII - INITIAL BOARD OF DIRECTORS

The names of directors constituting the initial Board of Directors of the Corporation is one (1). The number of directors may be changed by the Board of Directors upon the adoption of Bylaws for this corporation and by any subsequent amendment to the Bylaws adopted by the Board of Directors. The names and addresses of the persons who are to serve as the initial directors are:

Name

Address

John Roofff III,
President of Black Hawk Contracting
& Development Co.

1509 Commercial St., Waterloo, IA 50701

ARTICLE VIII - MEMBERS

The corporation shall have members. The designation of membership, the manner of election (or appointment), and the qualifications and rights of the members shall be as set forth in the corporation's Bylaws.

ARTICLE IX - EXEMPTION OF PRIVATE PROPERTY

Consistent with Iowa Code §504.901, the private property of the directors, officers, employees and members of the corporation shall be exempt from all debts, obligations, and liabilities of the corporation of any kind whatsoever and directors, officers, members and other volunteers of this corporation shall not personally be liable in that capacity, for a claim based upon an act or omission of the person performed in the discharge of the person's duties, except for a breach of the duty of loyalty to the corporation, for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or for a transaction from which the person derives an improper personal benefit. If Iowa law is hereafter changed to mandate or permit further elimination or limitation of the liability of the corporation's directors, officers, employees, members and volunteers, thence the liability of the corporation's directors, officers, employees, members and volunteers shall be eliminated or limited to the full extent then permitted.

ARTICLE X - INCORPORATOR


The name and address of the incorporator is:

John Rooff III, 1509 Commercial St., Waterloo, IA 50701

ARTICLE XI - AMENDMENTS

These Articles of Incorporation may be amended at anytime and from time to time as provided in the corporation's Bylaws.

Dated this ____ day of _____, 2014.


John Rooff III

State of Iowa)
County of Black Hawk)ss

This record was acknowledged before me on this 10th day of December, 2014 by John Roof III.

Barbara J. Kaizer
Notary Public

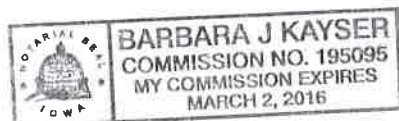


Exhibit B

**BYLAWS
OF
ST. JOSEPH'S SQUARE HOMEOWNER'S ASSOCIATION, INC.**

**ARTICLE I.
Definitions**

1. "Association" shall mean and refer to St. Joseph's Square Homeowner's Association, Inc. , Inc., a nonprofit Corporation to be organized and exist under the laws of the State of Iowa.
2. "Common Expenses" shall mean and refer to all charges and expenses incurred and anticipated for Common Maintenance, including any and all management, general operations, and actions incidental thereto.
3. "Common Maintenance" shall mean and refer to snow removal, and the care, maintenance, repair, and upkeep of the shared drive, public sidewalks along Lafafayette Street and East Third Street, exterior fencing, and other services as determined by Association, all of which is to be provided by Association subject to the terms and conditions herein.
4. "Development" shall mean and refer to St. Joseph's Square, which is more particularly shown on the attached Exhibit C.
5. "Home" shall mean and refer to each home constructed in Development.
6. "Lot" shall mean and refer to Lots contained within Development, and include the one Home to be constructed thereon.
7. "Owner" shall mean the person or persons whose estates or interest individually or collectively, aggregate fee simple absolute ownership of Lot.
8. "Member" shall mean and refer to every person or entity who holds membership in Association.
9. "Board" shall mean and refer to Board of Directors of Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article V.
10. "Developer" shall mean and refer to Black Hawk Contracting & Development Co.

**ARTICLE II.
Registered Agent**

The registered agent of Association is authorized to accept service of process on behalf of Association. The Developer shall be the registered agent until all Lots have been conveyed or

until Developer relinquishes control of Board. Thereafter, the President of Association shall be the registered agent.

ARTICLE III.

Voting

1. **Voting Rights.** Upon conveyance by Developer of all of Lots in Development to the purchasers thereof, or upon Developer relinquishing control of Board, whichever occurs first, each Lot shall have one vote and there shall be one voting Member for each Lot. Such voting Member may be the Owner or the group composed of all the Owners of a Lot, or may be some person designated by such Owner(s) to act as proxy on their behalf and who need not be an Owner. If the Owners of a Lot are unable to agree as to the manner in which to vote on an issue, then their vote on such issue shall not be counted. Any or all of such Owners may be present at any meeting of the voting Members.

2. **Rights Contingent.** The voting rights of Members are subject to the payment of annual and special assessments levied by Board, the obligation of which is imposed against each Member and becomes a lien upon Lot against which such assessments are made as provided in Article X.

ARTICLE IV.

Members' Meetings and Duties

1. **Annual Meeting.** The first annual meeting of Association shall be held upon ten (10) days written notice given by Association that all Lots have been conveyed by Developer to the purchasers thereof, or by ten (10) day notice by Developer of its desire to relinquish control of Board, whichever date occurs first. Thereafter, there shall be an annual meeting of Members on the first Monday of May of each succeeding year at such reasonable place and time as may be designated by written notice of Board delivered to the voting Members not less than ten (10) days prior to the date fixed for said meeting.

2. **Special Meetings.** Special meetings of the voting Members may be called at any time after all of Lots have been conveyed by Developer to the purchasers thereof, for the purpose of considering matters which by the terms of these Bylaws require the approval of all or some of the voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of Board, or by the voting Members having one third (1/3) of the total votes, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

3. **Notice.** A notice in writing stating the place, day and hour of the meeting and whether it is annual or special, and in the case of each special meeting stating briefly the business proposed, shall be delivered by mailing such notice at least ten (10) days before the meeting or by delivery of such notice personally at least ten days before such meeting to Members at their addresses at or at the address given to the Secretary for the purpose of mailing such notices. If mailed, such notices shall be deemed delivered when deposited in the U.S. mail with postage

prepaid if correctly addressed and carrying sufficient first class postage.

4. Quorum and Action. At all meetings of Members, the presence in person or by proxy of not less than one-half (50%) of the total votes entitled to be cast at said meeting shall be necessary to constitute a quorum, and the vote of a majority of the votes cast at any meeting at which a quorum is present shall be valid and binding unless a higher percentage is required by these Bylaws.

5. Proxies. At all meetings of Members, a Member may vote either in person or by proxy executed in writing by Member or by a duly authorized attorney-in-fact. No proxy shall be valid after eleven months from the date of its execution unless otherwise provided in the proxy.

6. Informal Action by Members. Any action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all Members entitled to vote with respect to the subject matter thereof.

7. Powers and Duties. Members shall have the following powers and duties:

- (a) To elect up to three (3) directors.
- (b) To alter, amend, or repeal Bylaws or Articles of Incorporation, but only upon a unanimous vote of Members.
- (c) To transact any other business which may come before the meeting except as limited by law or by these Bylaws.

ARTICLE V.

Board of Directors

1. Duties. The affairs of Association and the administration of the property shall be managed by a board of up to three (3) directors. Developer shall initially act as Board until such time as all Lots in Development are conveyed to the purchasers thereof, or upon Developer relinquishing control of Board, whichever occurs first. Board shall select from among themselves, the officers of Association.

2. Vacancies. Vacancies in Board shall be filled by appointment of the President, any such appointed director to hold office until his successor is elected by Members at the next annual meeting or at any special meeting called for that purpose.

3. Term. Each director shall hold office for a term of one year, subject to removal by Members at any time with or without cause.

4. Quorum and Action. At all meetings of Board, the presence in person or by proxy of not less than one-half (50%) of the total votes entitled to be cast at said meeting shall be necessary to constitute a quorum, and the vote of a majority of the votes cast at any meeting at which a quorum is present shall be valid and binding unless a higher percentage is required by these Bylaws.

5. Meetings. Regular or special meetings of Board may be held upon such notice as Board may prescribe by resolution. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. An agenda or the business to be transacted, and the purpose of any special meeting, is required to be stated in the notice of such meeting.

6. Powers. Board may have and exercise on behalf of Association all of the powers of Association not expressly reserved in these Bylaws to Members.

7. Board Liability. Directors from time to time constituting Board shall not be liable to Members for any mistake of judgment or for any acts made in good faith, or omissions to act omitted in good faith as such Board.

8. Action Without a Meeting. Board shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of Board.

ARTICLE VI.

Officers

1. Officers. Board shall elect from among its directors a President who shall preside over both its meetings and those of Members, and shall also elect a Secretary and a Treasurer. The Secretary shall keep Association records, including the minute book wherein the resolutions shall be recorded. The Treasurer shall keep the financial records.

2. Term. All officers shall hold office for a term of one year, subject to removal by Board or Members at any time with or without cause.

3. Managing Agent. Unless prohibited by law, any powers and duties of the officers may be delegated to a managing agent to exercise and perform in the place and instead of the officers. If a Corporation, the managing agent must be authorized to do business in the State of Iowa.

ARTICLE VII.

Contracts, Loans, Checks, and Deposits

1. Contracts. Board may authorize any officer(s) or agent(s) to enter into any contract or execute and deliver any instrument in the name of or on behalf of Association and such authority may be general or confined to specific instances.

2. Loans. No loans shall be contracted on behalf of Association, and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of Board. Such authority may be general or confined to specific instances.

3. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of Association, shall be signed by such officer(s) or agent(s) of Association and in such manner as shall from time to time be determined by resolution of Board.

4. Deposits. All funds of Association not otherwise employed shall be deposited from time to time to the credit of Association in such banks, or other depositories as Board may select.

ARTICLE VIII.

Conditions and Easements

1. Conditions. Each Lot shall be subject to the conditions, covenants, or other encumbrances of these Bylaws, any agreement or contract validly entered into by Association, and all statutes or ordinances legally applicable to Development, all of which provisions shall be enforceable and binding as covenants running with the land, enforceable against all Lots and Owners and their respective assigns, lessees, tenants, occupants, and successors in interest.

2. Easements to and by Association. Association reserves and may hereafter grant easements for Common Maintenance, over, under, along, and on Lots, including an easement for the installation and repair of utilities, for the benefit of Development and/or Owner.

3. Easement for Shared Drive. An easement is granted to and by each Owner over each Lot for the shared drive as more particularly shown on the Preliminary Plat of Development.

4. Easements are Perpetual. All easements and rights described or authorized herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on any Owner and all other persons having an interest in Lot, or any part or portion thereof.

5. Common Wall. Any wall dividing two Homes shall be a party wall and the Owner of each Home shall have the right to use said wall jointly with the Owner of the other Home as provided for by Iowa law. All common aspects, including but not limited to utilities, easements, driveway, shall be party utilities and easements, and each Owner of a Home shall have the right to use such common aspects, up to the point of their division, jointly with each Owner of the adjoining Home. Should the common wall, common aspects, including but not limited to utilities, easements or driveway, or common areas, be destroyed, damaged, or require maintenance or repair for any reason, the owner of each Home shall be jointly and severally liable with the Owners of the other Homes for the costs reasonably necessary for replacement, maintenance and/or repair, except as may otherwise be set forth herein, provided that any sum received from joint insurance coverage shall first be applied to such replacements, maintenance, and repairs. It is especially understood, however, that if replacement, maintenance, and/or repairs are required because of the sole negligence of one of the Owners of a Home or said Owner's family or invitees, the cost thereof shall be at such Owner's sole expense. No Owner of a Home shall in any way alter or change the common wall, interior decorations excepted, or any of the pipes, conduits, ducts,

insulation, or special components located therein without the written consent of both the Owner of the other Home and the Association.

ARTICLE IX.

Duties and Representations

1. Association's Duty. Association shall be responsible for the Common Maintenance as a Common Expense.
2. Owners Duties. Each Owner shall be responsible and liable for:
 - (a) installation, repair, and maintenance of the interior of their Home at their own expense.
 - (b) installation, repair, and maintenance of the exterior of their Home, including but not limited to siding, roofing, exterior painting, irrigation systems, and concrete work.
 - (c) any taxes or special assessments which are lawfully assessed and levied against their Lot by any governmental body having jurisdiction hereof.
 - (d) keeping the Lot free of weeds and debris, and shall keep the lawn mowed and in good presentable condition.
3. Alterations and Improvements. No Owner shall make any structural alteration or improvement to the Home or Lot or remove any portion thereof without first obtaining the written approval of Board.
4. Exterior Appearance. Owners shall not cause or permit anything to be hung or displaced on the outside of windows or placed on the outside walls of Homes, and no sign, awning, canopy, shutter, radio, or other antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof without the prior written approval of Board. Owner shall repair and replace exterior components of the Home with components similar to pre-existing components and of the same design and color, and may paint the exterior of the Home with paint of pre-existing color or colors, but such Owner may not, either in the course of ordinary replacement, maintenance, repair and remodeling, or in restoration after damage or destruction, use different siding, roofing or other exterior components, of a different color scheme, unless the Board gives a written consent to do so. Any proposed siding, roofing material, color scheme or other changes shall be in harmony with the design of the Development.
5. Repairs. Association shall use reasonable efforts to make timely repairs and shall not be responsible to any Owner for loss or damage, direct, indirect, or consequential, arising out of the failure of Association to make such repair, but shall be liable only for timely repair within a reasonable time after notification.
6. Right of Access. Association shall have the right to access any Home, exercisable only at reasonable hours and after 10 days written notice thereof, as may be necessary or advisable to exercise its rights or responsibilities, including inspections.

ARTICLE X.

Common Expenses

1. Power to Determine and Collect. Association shall have the power to determine and collect Common Expenses from Owners in accordance with these Bylaws by annual or special assessment.
2. Share Per Lot. Initially each Owner shall be liable for and pay a share of one sixth (1/6) per Lot owned up to time the seventh and eighth Homes are completed and then each Owner shall be liable for and pay a share of one eighth (1/8).
3. Annual Assessment. Board shall determine in advance for each calendar year an estimated annual amount of Common Expenses, including reserves, for such coming year. Said estimated annual amount of Common Expense for each year shall be assessed and levied as follows:
 - (a) The full amount shall be assessed among the Owners according to the rules above in proportion to their respective percentage interests.
 - (b) The amount so assessed shall be levied by Board as soon as the same shall have been determined.
 - (c) Thereafter the amounts assessed and levied shall be payable to Association in twelve equal monthly installments in advance on or before the 5th day of each month. This amount may be commonly referred to as the "Monthly Maintenance Fee."
4. Special Assessment. In the event of any shortfall in the annual assessment or any necessity to raise additional fund, Board shall submit a proposal for a special assessment to the Owners for approval. Payment of an approved special assessment may be upon such terms as the Owners, by resolution, provide.
5. Accounting. Association shall pay or cause to be paid on behalf of the Owners all Common Expenses owing to third parties. Board shall maintain or cause to be maintained separate books of account of Common Expenses in accordance with recognized accounting practices and will have such books available for inspection by each Owner or his authorized representative at reasonable business hours. Board will annually render or cause to be rendered a statement or summary to each owner of all receipts and disbursements during the preceding year.
6. Lien. All sums levied for the share of Common Expenses chargeable to any Lot shall constitute a lien on such Lot until fully paid, which lien shall be prior to all other liens except, all liens for taxes and assessments lawfully imposed by governmental authority against such Lot.
7. Default. Upon default in any monthly payment, such lien may be foreclosed by suit by Association in like manner as a mortgage, provided Association has given a written thirty (30) day notice of the default to the Owner of Lot and his mortgagee(s) prior to filing suit. At the foreclosure sale, Association may bid on Lot.
8. Personal Liability. Board may enforce the personal liability of a Member to pay any annual or special assessments without resorting to enforcing the lien against the Member's

Lot. In the case of concurrent ownership or future interest in a Lot, the co-owners or concurrent owners of such Lot are jointly and severally liable for annual and special assessments levied by Board during the period of such co-ownership or concurrent ownership in such Lot.

9. Association Not Liable. When and if Association obtains title to a Lot as a result of foreclosure, it shall not be liable for the assessed and unpaid Common Expenses on said Lot.

10. Maintenance and Repair. If such maintenance or repair upon any Lot is necessary, in the discretion of Association, to protect the aesthetics and integrity of the Development and the Owner of said Lot has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by Association to said Owner, Association shall cause said maintenance or repair to be performed and levy a special assessment against such Lot Owner for the cost of said maintenance or repair.

11. Capital Improvements. Association shall have no authority to acquire and pay for out of the maintenance fund any capital improvements (other than for purposes of replacing or restoring portions of Lots, subject to all the provisions of these Bylaws) having a total cost in excess of Fifteen Thousand (\$15,000.00) Dollars, nor shall Association authorize any structural alterations, capital additions to, or capital improvements of the Common Element requiring an expenditure in excess of Fifteen Thousand (\$15,000.00) Dollars, not covered by insurance, without in each case obtaining the prior approval of Seventy-five percent (75%) of the voting Members.

ARTICLE XI.

Insurance

1. Owners. Each Owner at his or her own expense shall procure and maintain adequate public liability and property damage insurance with respect to his or her Home and Lot. Board may require all Owners to carry public liability and property damage insurance with respect to their respective Home(s) and Lot(s)

- (a) in amounts determined by Board;
- (b) naming Association as an additional insured; and
- (c) and to furnish copies or certificates of such to Board.

2. Association. Board may procure and maintain adequate public liability insurance (and property damage insurance, if necessary) with respect to Association's exposure. Board may also procure insurance against such additional risks as Board may deem advisable of a character normally carried with respect to such home developments, including insuring its directors, officers, and agents. Costs of such insurance shall be a Common Expense. Association shall not be liable for failure to obtain any coverage as required by this Article XI if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverages are so available only at demonstrably unreasonable cost.

ARTICLE XII.

Repair and Restoration

1. Repair. In the event of damage to or destruction of all or any part of Lot as a result of casualty, the Owner of the damaged Lot, under the direction of Board, shall arrange for and supervise prompt repair and restoration of Lot.

2. Insurance. The proceeds of any insurance policy or policies against such damage or destruction, shall be first applied to such repair or restoration, with all checks being made jointly payable to Owner and Association.

ARTICLE XIII.

Mortgages

1. Notice to Mortgagee. When Association is giving notice to any Member of a default in paying an assessment for Common Expenses or any other default, it shall also send a copy of such notice to the mortgagee of such Lot.

2. Rights of Mortgagee. Any mortgagee shall have the right and be entitled to inspect the books and records of Association during normal business hours and to attend and be heard at any meeting of Members of Association.

ARTICLE XIV.

Other Provisions

1. Rules and Regulations. Rules and regulations governing the details of operation and use of the Common Property may be adopted or amended from time to time by resolution of Board. Any Member shall have the right to propose any rule or regulation or amendment thereto by directing a request in writing to the President for action at a meeting of Board or Members.

2. Amendment of Articles of Incorporation or Bylaws. To amend the Articles of Incorporation or Bylaws, Members must adopt a resolution approved by at least 75% of the Owners stating the amendment, and Association must record in the real estate records a written instrument which states the amendment and is signed and acknowledged on behalf of Association by two of its officers by authority of its Members.

3. Limitation Authority. Nothing hereinabove contained shall be construed to give Association authority to conduct any business for profit on behalf of all the Owners or any of them.

4. Enforcement. Association or any Owner shall have the right to enforce the provisions of these Bylaws against any other Owner violating same by proceeding for injunction or for money damages, or both. All expenses in connection with any such action or proceeding, including court costs and reasonable attorney's fees, shall be charged to and assessed against such defaulting Owner, and shall be collected as part of the judgment in such suit assessed in favor of the prevailing party. The remedies provided for herein shall be in addition and supplementary to any other remedies herein or by law provided. Failure by Association or any Owner to enforce any covenant or restriction herein contained shall in no event; be deemed a

waiver of the right to do so thereafter.

5. Notice. Any notice required to be sent to any Owner under the provisions of these Bylaws shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Secretary at the time of such mailing.

6. Invalidation. Invalidation of any of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

7. Governing Law. These Bylaws shall be construed in accordance with and shall be governed by the laws of the State of Iowa, and that any case or controversy arising out of or related to Development, whether state or federal, shall be filed in the Iowa District Court for Black Hawk County, which shall have general jurisdiction over the subject matter. Owners hereby agree to submit to and accept such jurisdiction as proper and convenient.

8. Uniform Plan. The provisions of these Bylaws shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class residential development.

9. Lease by Owner. No Owner (except Developer) shall have the right to lease a Home for a period in excess of one (1) year without the prior written consent of Board. In the event of any such renting by an Owner, the tenants shall observe all Bylaws of Association. In case of violation of any rules or Bylaws, Board may demand that such tenant surrender such possession immediately. The judgment of Board shall be final in any such matter.

DATED: 12/10/14

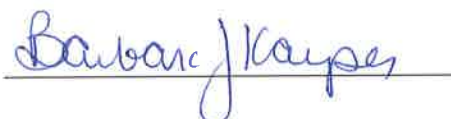
Black Hawk Contracting & Development Co.


By: John Roof III
Its: President

STATE OF IOWA)
COUNTY OF BLACK HAWK)ss

This record was acknowledged before me on this 10th day of December, 2014, by John Roof, as President of Black Hawk Contracting & Development Co.





ST. JOSEPH'S SQUARE
CERTIFICATE OF SURVEY

I, KIRK D. ESCHLIMAN, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IOWA, DO HEREBY CERTIFY THAT I HAVE MADE A SURVEY OF WHAT IS TO BE KNOWN AS "ST. JOSEPH'S SQUARE", IN THE CITY OF WATERLOO, BLACK HAWK COUNTY, STATE OF IOWA, WHICH IS LOCATED ON AND EMBRACES THE FOLLOWING DESCRIBED PREMISES, TO-WIT:

LOT 8 AND LOT 9 IN BLOCK 31 OF THE ORIGINAL PLAT
OF WATERLOO, EAST SIDE OF THE CEDAR RIVER,
BLACK HAWK COUNTY, STATE OF IOWA.

I FURTHER CERTIFY THAT THE ACCOMPANYING PLAT IS A TRUE REPRESENTATION OF SUCH SURVEY AND IS MADE IN ACCORDANCE WITH MY FIELD NOTES THEREOF; THAT THE LOCATION OF STREETS, AVENUES AND LOTS AND THEIR REPRESENTATIVE NAMES, NUMBERS, WIDTHS, COURSES AND DIMENSIONS ARE TO BE AS SHOWN ON THE ACCOMPANYING PLAT; THAT SAID SURVEY AND PLAT CONTAIN AND SHOW ANY SURPLUSES AND/OR DEFICIENCIES FROM FORMER SURVEYS, AND THAT IRON STAKES SHALL BE SET AT ALL LOT CORNERS PRIOR TO ONE YEAR FROM THIS DATE.

WITNESS MY HAND AND SEAL AT WATERLOO, IOWA, THIS 14th DAY OF JULY, 2014.



KIRK D. ESCHLIMAN, P.L.S. IOWA LICENSE NO. 9961
RENEWAL DATE: DECEMBER 31, 2015
SHEETS COVERED BY THIS SIGNATURE & SEAL: SHEET 1 OF 1



CITY OF WATERLOO PLANNING AND ZONING COMMISSION REQUEST FOR PLATTING (FINAL)

1. APPLICATION INFORMATION:

- a. Applicant's Name (please print): Roof Development, John R. Roof, III
 Address: 1507 Commercial Street Phone: 319-232-4663
 City: Waterloo State: Iowa Zip: 50702
- b. Status of Applicant: (a) Owner: "X" (b) Other ____ (CHECK ONE): If other explain: _____
- c. Property Owner's Name if different than above (please print) : Roof Development, John R. Roof, III
 Address: _____ Phone: _____
 City: _____ State: _____ Zip: _____

2. PROPERTY INFORMATION:

- a. Name of Plat: " St. Joseph's Square "
- b. General Location of Property: Northwestern Quadrant of Intersection of East Third & Lafayette Street
- c. Area of Proposed Plat: 17,963.6 Square Feet / 0.412 Acres
- d. Area of Proposed Plat to be dedicated/conveyed to the City: None
- e. Value of Area to be dedicated/conveyed to the City: Not Applicable
- f. Zoning District(s): 'C-2' Commercial District

3. OTHER DOCUMENTATION:

- a. Date of Preliminary Plat Approval: P & Z: _____ City Council: _____
- b. Six (6) copies of the Final Plat which are in conformance with section 11-3-3 of the Subdivision Ord.
- c. Four (4) copies of Deed of Dedication (2 must be original signatures)
- d. Four (4) copies of all Petition and Waiver forms (2 must be original signature)
- e. Four (4) copies of Certificate of Survey (2 must be original signature)

4. PUBLIC IMPROVEMENTS:

- a. Are you requesting participation by the City in any improvements? Yes _____ No: "X"
- b. If yes specify why and for what for? _____
- | c. Costs: ____ estimate ____ actual | Total Cost Figures: | Requested City Share: |
|-------------------------------------|---------------------|-----------------------|
| Storm Sewer: | \$ _____ | \$ _____ |
| Sanitary Sewer: | \$ _____ | \$ _____ |
| Sanitary: Hook On Fee: | \$ _____ | \$ _____ |
| Paving | \$ _____ | \$ _____ |
| Land Dedicated : | \$ _____ | \$ _____ |
| Water Main Extension: | \$ _____ | \$ _____ |
| Water Main: Hook On Fee | \$ _____ | \$ _____ |
|
Total |
\$ _____ |
\$ _____ |

The Request Fee of \$100 + \$10 per lot (payable to the City of Waterloo) is required. **This fee is non-refundable.** Under no condition shall said sum or any part thereof be refunded for failure of said request to be approved. Any major change in any of the information given will require that the request go back through the process with a new Request Fee. The undersigned certify under oath and under the penalties of perjury that all information on this request and submitted along with it is true and correct. All information submitted will be used by the Waterloo Planning, Programming, and Zoning Commission and the Waterloo City Council in making their decision. Any major change in any of the information given will require that the request go back through the process, with a new Request Fee. The undersigned authorize City Zoning Officials to enter the property in question in regards to the request. **Total Fee Due: \$180.00.**

Signature of Applicant _____ Date _____

Signature of Owner _____ Date _____



CITY OF WATERLOO, IOWA

WATERLOO ENGINEERING DEPARTMENT

715 Mulberry Street • Waterloo, IA 50703 • (319) 291-4312 Fax (319) 291-4262

City Engineer • email: city.engineer@waterloo-ia.org

December 9, 2014

9131
9641

Aric Schroeder, City Planner
Planning, Programming & Zoning Commission
Waterloo City Hall
Waterloo, IA 50703

**RE: FINAL PLAT
ST. JOSEPH'S SQUARE**

Dear Aric:

This final plat has been reviewed, and it has been determined that it meets the requirements of the applicable portions of Section 3, 4 and 5 of Ordinance 2997, Subdivision Ordinance.

It is recommended that this final plat be approved.

Sincerely,

Dennis J. Gentz, P.E.
Assistant City Engineer

CITY WEBSITE: www.cityofwaterlooiowa.com

WE'RE WORKING FOR YOU!

An Equal Opportunity/Affirmative Action Employer