

**DEDICATION AND PLAT PROVISIONS
CITY OF ORANGE CITY, ORANGE CITY, IOWA
PUDDLEJUMPER TRAIL TENTH ADDITION**

- A. (See Page 6 for description of Addition)
- B. This parcel is owned by the City of Orange City and the attached Plat and Survey is supplied by DeWild Grant Reckert Engineering of Sioux City, Iowa. As the Owner and Developer of the parcel, it is the City of Orange City's desire that said real estate be surveyed and platted into lots, streets and utility easements as shown on the attached Plat subject, however, to the following declaration of covenants and uses to which said lots may be put, hereby specifying that said covenants shall run with all of the land, as provided by law, and shall be binding on all parties and all future persons claiming under it for the benefit of and limitation upon all future owners of real estate in said addition. Said covenants are designed for the purpose of keeping said addition desirable and uniform and achieving the announced goal of the City of Orange City of providing affordable housing for the citizens of the community.

If any person, his heirs, administrators, executors or assigns acquiring right, title or interest in and to any of said addition shall violate the covenants herein, it shall be lawful for any person or persons owning any real properties situated in said addition to pursue any proceedings at law or in equity against the person or persons violating or attempting to violate said covenants and to seek judgment, either to prevent him or them from doing so or to recover damages for such violations.

I. LAND USE AND BUILDING TYPE:

- A. All lots shall be used for residential purposes. No buildings shall be erected, placed or permitted to remain on any lot other than one (1) single family dwelling structure with attached garage.
- B. Each residential property may contain one (1) accessory building not to exceed exterior measurements of ten (10) feet by twelve (12) feet. Any accessory building must use comparable building material as the principal structure upon the lot. No accessory building shall be used for human habitation.
- C. All buildings so erected or placed on any lot shall be of new construction.
- D. Each residential unit in the addition shall have a full basement, as defined in the industry, for the home style selected.
- E. Any home constructed off-site and transported to the Addition for installation upon a prepared basement must utilize wooden floor joists.

- F. All residential dwellings shall have an attached garage no smaller than 500 square feet. When square footage of a proposed garage is more than 850 square feet, square footage in excess of 850 square feet shall be treated as main floor finished living area when calculating the maximum allowable size of a residential unit that can be built upon any lot as referenced in Point VI. LOT PRICE of these Dedication and Plat Provisions.
- G. All driveways leading to attached garages shall be constructed of concrete.
- H. All dwellings shall have a roof pitch of 4 feet on 12 feet or greater.
- I. I. The City of Orange City has first rights of any excess soils that are not needed during the construction of the initial primary structure on any Lot in the subdivision. When the purchaser determines that the excess soils are no longer needed during the construction process, the City shall remove said excess soils at the City's expense within a reasonable amount of time.

II. VEHICULAR PARKING:

Residents of the Addition shall provide off-street parking facilities for all vehicles regularly operated within the Addition. No recreational vehicles shall be parked on any lot, except inside a garage. For the purposes of this provision, recreational vehicles shall include, but not be limited to, house trailers, travel trailers and boats.

III. NUISANCES:

No noxious or offensive trade or activity shall be carried on upon any lot or tract, nor shall anything be done which may be or become any annoyance to the neighborhood. Owners of lots in the addition are to keep said lots neat in appearance at all times. No large vehicles, such as large trucks, shall be parked in the addition, except those brought in temporarily in connection with service or in case of emergencies. For purposes of this provision, the holding of animals for commercial sale and/or breeding, is a nuisance.

IV. TEMPORARY STRUCTURES:

No trailer, basement, tent, shack, barn, garage, or other building erected or placed in the tract or in any lot therein shall, at any time, be used as a residence, temporarily or permanently, nor shall any structure of a temporary character or of less than one story above ground be used as a residence.

V. MAINTENANCE:

The title holder of each lot or tract, vacant or improved, shall keep said lot or tract free of weeds, grasses longer than 8" and debris and shall maintain and keep free of snow and debris all sidewalks adjacent upon said lot or tract.

VI. LOT PRICE:

In order to achieve the announced goal of establishing available, affordable housing for the residents of the municipality, the following lot pricing schedule is established for the recovery of municipal subsidy used to provide the opportunity for affordable housing:

All residential units built in the R-1; Low Density Residential District shall be no smaller than 1000 square feet on the main floor. All lots in the R-1, Low Density Residential District shall be allowed to construct the initial residential unit no larger than 1400 square feet on the main floor. Any covered porch, covered deck, or covered patio on the sides or rear of the structure shall be considered as part of the main floor square footage area when calculating residential unit size. If the proposed unit has a second story, second story square footage shall be considered part of the main floor square footage when calculating the total allowable square footage of the unit. Finished basement square footage shall not be included when calculating total allowable square footage of the unit. The City shall not grant initial construction permits to build residential units larger than the square footage stated above. Expansion of future existing residential units in the addition shall be allowed after the 36-month period explained in Point VI-B has expired and if the proposed expansion meets all other applicable City rules and requirements. See VI.(B) for details.

R-2 Multi-Family Lot Pricing:

Lot 14- \$41,144.00

Lot 15- \$47,224.00

Lot 16- \$40,916.00

Lot 17- \$46,734.00

R-1 Low Density Residential Lot Pricing:

The price of **Lots 1-8** shall be **\$27,500.00**.

The price of **Lots 9 and 25-31** shall be **\$22,500.00**.

The price of **Lots 10-13** shall be **\$20,000.00**.

The price of **Lots 18-24** shall be **\$25,000.00**.

- A. Each parcel shall be reserved with a down payment of \$3,000.00. If construction is not begun within 24 months of the date of down payment reservation, all rights shall be forfeited by the purchaser and the City shall re-offer the parcel to the public. If after 24 months the proposed purchaser has not begun construction, the City shall reimburse the purchaser 50% of the purchasers' down payment when the City again offers the parcel to the public. Final payment of the cost for each

lot shall be due 24 months after the date any down payment is received by the City or when the property is sold and the title is needed to complete the sale, whichever is earlier.

- B. No permit for substantial remodeling or expansion of any unit shall be granted to any owner within three (3) years of the transfer of title and ownership. Remodeling or expansion of the 1400 Sq. Ft main floor at the time of initial construction or within the three(3) years of any home during the stated time frame shall result in a lot price surcharge assessment of \$10,000.00 payable to the City in keeping with the purposes of this subdivision.
- C. All units placed within this Addition shall meet FMHA standards so that financing for purchases will be enhanced.
- D. Restrictions shall be placed on the number of lots any person or entity shall be allowed to acquire or reserve by \$3,000.00 down payment without actual construction having. No other person or related entity shall be permitted to acquire or reserve by \$3,000.00 down payment more than two (2) lots in the addition upon which construction has not begun. At no time shall any person or related entity be allowed to acquire or reserve by \$3,000.00 down payment more than two (2) lots. It is the City's intent to limit the number of lots that any person or related entity can acquire or reserve by \$3,000.00 down payment in order to provide access for various interested contractors and citizens.

VII. MUNICIPAL ZONING:

Should municipal zoning of the City of Orange City provide for greater restriction than that hereinbefore provided, such zoning shall be applicable to all lots contained within this Addition.

VIII. GENERAL PROVISIONS:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded in the office of the County Recorder, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded in the office of the County Recorder agreeing to change said covenants in whole or in part.

IX. RIGHT TO AMEND

The developer reserves the right to amend any portion of these Dedication and Plat Provisions for any unsold parcel or parcels contractually committed but to which a deed has not yet been provided.

IN WITNESS WHEREOF, we have set our hands this _____ day of _____, 2020.

ATTEST:

Janet Brown, City Clerk