

**DEDICATION AND PLAT PROVISIONS
AND RESTRICTIVE COVENANTS
CITY OF ORANGE CITY, ORANGE CITY, IOWA
GELDERLAND ADDITION PHASE I – R1 AND R2 RESIDENTIAL**

- A. Description of the Property: The area zoned R1 residential (lots 9 to 26) and the area zoned R2 residential (lots 1 to 8) in the Gelderland Addition Phase I, in the Incorporated City of Orange City, Sioux County, Iowa
- 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 housing lots 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 IN R1 LOW DENSITY RESIDENTIAL:

- 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, not to exceed two stories in height, and with attached garage with no more than three typical single garage doors or their equivalent.
- B. Dwellings constructed on any lot shall have minimum ground floor areas (excluding attached garages, breezeways, porches, and patios) as follows:
1. One story dwellings: 1500 square feet
 2. Split-level dwellings: 1000 square feet – first level, 500 square feet – second level
 3. One and one-half and two story dwellings: 1200 square feet main floor
 4. All dwellings shall have a roof pitch of 4' x 12' or greater
 5. Minimum garage size of 500 square feet

- C. Each residential property may contain one (1) accessory building, architecturally consistent with the residence on the same lot, not more than one story in height and smaller than 1000 square feet. Any accessory building must use comparable building material as the principal structure upon the lot and comply with all City building codes. No accessory building shall be used for human habitation.
- D. All buildings so erected or placed on any lot shall be of new construction. This covenant is intended to prohibit the building of earth shelter houses and dwellings, houses surrounded by berms, or other underground houses.
- E. Each residential unit in the addition shall have a full basement, as defined in the industry, for the home style selected.
- F. Any home constructed off-site and transported to the Addition for installation upon a prepared basement must utilize wooden floor joists.
- G. All driveways leading to attached garages shall be constructed of concrete.
- H. Fences are allowed in the Addition provided the fence follows Orange City ordinance for fencing material, height, and location.
- I. No sign of any kind shall be displayed to the public view on the premises except signs of not more than three square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the advertising and sales period
- J. All waters from the roofs of dwellings in said Addition shall be discharged into the street or the front or rear yards of the property and shall not be discharged as to flow upon or across the land of any other owner or proprietor except as provided for on the Final Plat.
- K. No satellite dishes in excess of 20 inches in diameter will be permitted in this subdivision. All electric, telephone, and cable wiring shall be underground.
- L. No solar collectors or solar panels shall be easily visible from any street in the subdivision.
- M. No steel roofs are allowed except those identified as residential steel roofs that are colored, standing seam, with hidden steel fasteners.
- N. 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. LAND USE AND BUILDING TYPE IN R2 MEDIUM DENSITY RESIDENTIAL:

- A. All zoning regulations identified in Chapter 165.17 of the Orange City Code of Ordinances shall be followed.

III. 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.

IV. 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. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets which are not kept, bred, or maintained for any commercial purposes.

V. 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.

VI. 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.

VII. LOT PRICE, METHOD OF SALE, MINIMUM ASSESSMENT, BUY BACK CLAUSE, FIRST RIGHT OF REFUSAL

R1 Low Density Residential Lot Pricing:

The price of **Lots 8-10** shall be **\$55,000.00**.

The price of **Lots 11-13** shall be **\$57,000.00**.

The price of **Lots 14-19** shall be **\$59,000.00**.

The price of **Lots 20-21** shall be **\$65,000.00**.

The price of **Lots 22-26** shall be **\$80,000.00**

- A. Each parcel shall be reserved with a down payment of 10% of lot price. Lots will be available for public sale on a first come first served basis. Down payment is applied to purchase price at closing.
- B. A minimum assessment of \$350,000 will be assessed to each R1 lot in the Addition valued under \$60,000 and a minimum assessment of \$400,000 will be assessed to each lot in the Addition valued over \$60,000
- C. In the event Buyers have not begun construction within 18 months from date of closing, Seller has the absolute right and option to buy back the described property. The buy-back price shall be equal to the original sale price less any costs and expenses incurred by Seller to buy back the described property.
- D. In the event Buyers have not begun construction and desires to sell the described property prior to the completion of the 18-month period discussed in paragraph (C) above, Seller shall have a right of first refusal to purchase the described property from Buyer. The purchase price shall be equal to the original sales price less any costs and expenses incurred by Seller to purchase the property.

R2 Medium to High Density Lot Pricing:

The price of **Lots 1-8** shall be priced and approved for sale by City Council action

VII. MUNICIPAL ZONING:

Should municipal zoning of the City of Orange City provide for greater restriction that 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 _____, 2022.

ATTEST:

Janet Brown, City Clerk