



Information about purchasing City owned lots in the PuddleJumper Trail 4<sup>th</sup> and 5<sup>th</sup> Additions.

1. All lot prices are determined and are non-negotiable.
2. No lot will be sold to any individual or entity without a commitment to construct a house upon it. The City will not provide the deed to the lot until a signed building permit to construct the house has been issued.
3. No individual or entity will be allowed to purchase 2 adjoining lots and construct one house on 2 lots.
4. No individual or entity will be allowed to purchase 2 adjoining lots and construct a duplex on 1 or 2 lots.
5. Each lot will be required to contain 1, and only 1, single family house.
6. The rules for both the Puddle Jumper Trail 4<sup>th</sup> Addition and 5<sup>th</sup> Addition will be followed. No deviation from approved timelines, maximum house or garage sizes, extra soils, expansions, or other rules will be allowed. These rules are all listed within the individual "Dedication and Plat Provisions" for each separate addition.
7. All basements in the 4<sup>th</sup> and 5<sup>th</sup> Additions can be finished immediately.
8. The lot prices are different for these 2 additions. All Puddle Jumper Trail 5<sup>th</sup> Addition lots are priced at \$20,000.00. The remaining unsold lots in the Puddle Jumper Trail 4<sup>th</sup> Addition all have a "base" price of \$15,000.00. The 4<sup>th</sup> Additions lots can have the "base" price reduced depending upon the allowable square footage of the house the purchaser will be constructing. The means used to discount the 4<sup>th</sup> Addition lot price is explained in Point VI. LOT PRICE: of the "Dedication and Plat Provisions" for the PuddleJumper Trail 4<sup>th</sup> Addition. There is no discounting of Lot Price for any lot in the PuddleJumper Trail 5<sup>th</sup> Addition.
9. There is a mechanism listed in the "Dedication and Plat Provisions" of the PuddleJumper Trail 5<sup>th</sup> Addition whereby the "purchaser" can take up to 24 months after the down payment is given to determine the type and allowable size of the house they will be constructing. If no permit to construct a house is obtained within 24 months of the down payment, only 50% of the down payment will be refunded by the City. This mechanism is listed in VI. LOT PRICE: Point A of the "Dedication and Plat Provisions" for the PuddleJumper Trail 5<sup>th</sup> Addition.
10. Like any other lot in Orange City, no construction will be allowed on any easement or right of way. The normal setback requirements for any new home in Orange City will be enforced on these City lots.
11. All paperwork concerning down payment, building permit, final payment, deed preparation, abstract preparation, etc will be conducted through Ken Meendering at the City Hall. This is necessary to insure that the purchaser conforms to the rules established by the City Council.

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**DEDICATION AND PLAT PROVISIONS  
CITY OF ORANGE CITY, ORANGE CITY, IOWA  
PUDDLEJUMPER TRAIL FOURTH 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. It is the 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 or combination of lots other than one (1) single family dwelling structure with attached garages.
- B. Each residential property may contain one (1) accessory building not to exceed exterior measurements of ten feet by twelve feet. 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 unit will have a full basement, as defined in the industry, for the home style selected.
- E. Minimum width for any dimension of the home upon the lot shall not be less than 26 feet.
- F. Any home constructed off-site and transported to the Addition for installation upon a prepared basement must utilize wooden floor joists.
- G. All residential dwellings shall have an attached garage no smaller than 500 square feet. Any wall dimension of the attached garage shall not be less than 20 feet. When

the square footage of any proposed garage is more than 624 square feet, the square footage in excess of 624 square feet shall be treated as main floor finished living area when computing the cost of the lot.

- H. All driveways leading to the attached garage shall be constructed of concrete.
- I. All dwellings shall have a roof pitch of 4 feet on 12 feet or greater.
- J. The City of Orange City retains the ownership of any excess soils that are not needed during the construction of the initial primary structure on any Lot in the subdivision. Any excess soils, as determined by the purchaser, shall be removed by the purchaser at the purchaser's expenses, to a location within the corporate limits of the City as determined by the City of Orange City.

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 homes built in the addition shall be no smaller than 1000 square feet on the main floor and no larger than 1300 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 lot price. If the proposed house has a second story, second story square footage shall be considered as part of the main floor square footage when calculating lot price. Finished basement square footage shall not be included when calculating lot price. Proposed homes larger than 1300 square feet above grade do not qualify to purchase a lot in this subdivision.

The base price for lots 1-6 inclusive and lots 21-25 inclusive shall be \$15,000.00.

The base price for lots 7-11 inclusive shall be \$20,000.00.

The base price for lots 12-20 inclusive shall be \$25,000.00.

The developer shall discount the cost of any lot in the subdivision by an amount equivalent to \$20.00 per square foot of main floor area, when the calculated main floor area is less than the maximum allowable 1300 square feet. Nominal outside measurements of the structure shall be used to determine main floor square footage and garage square footage. Using this format, the minimum cost of any lot in the addition shall not be less than \$9,000.00, \$14,000.00, or \$19,000.00 depending on the lot purchased.

- A. This schedule shall be applied based upon the finished unit located upon the lot being purchased.
- B. Each parcel shall be reserved by payment of a non-refundable down payment of \$3,000.00. If construction is not completed below grade within 6 months of the purchase date, all rights will be forfeited by the purchaser and the City shall re-offer the parcel to the public. If construction is not completed within 15 months of the purchase date, the final price of the lot under this schedule shall be increased 25%. If construction is not completed within 24 months from the purchase date, the final price of the lot, under this schedule, shall be increased 50%. Final payment of the cost for each lot shall be due 24 months after issuance of a building permit or when the property is sold and the title is needed to complete the sale, whichever is earlier.
- C. 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. Unauthorized remodeling or expansion of any structure during the stated time frames shall result in a lot price surcharge assessment of \$10,000.00 payable to the City in keeping with the purposes of this subdivision.
- D. Paragraph B (I) (G) shall apply hereunder resulting in square footage in excess of 624 square feet of garage space being treated as main floor finished living area.
- E. All units placed within this Addition shall meet FMHA standards so that financing for purchases will be enhanced.

F. During the period of six (6) months following acceptance of this dedication and plat, no person or related entity will be permitted to acquire more than four (4) parcels in order to provide access for various interested contractors and citizens.

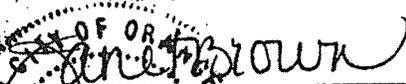
VII. MUNICIPAL ZONING: Should municipal zoning of the City of Orange City provide for greater restriction than that hereinbefore provided, such zoning shall be applicable to all lots contained within this Addition.

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

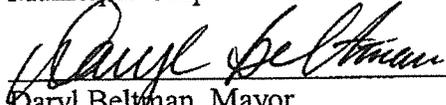
IN WITNESS WHEREOF, we have set our hands this 21st day of April, 2008.

ATTEST:

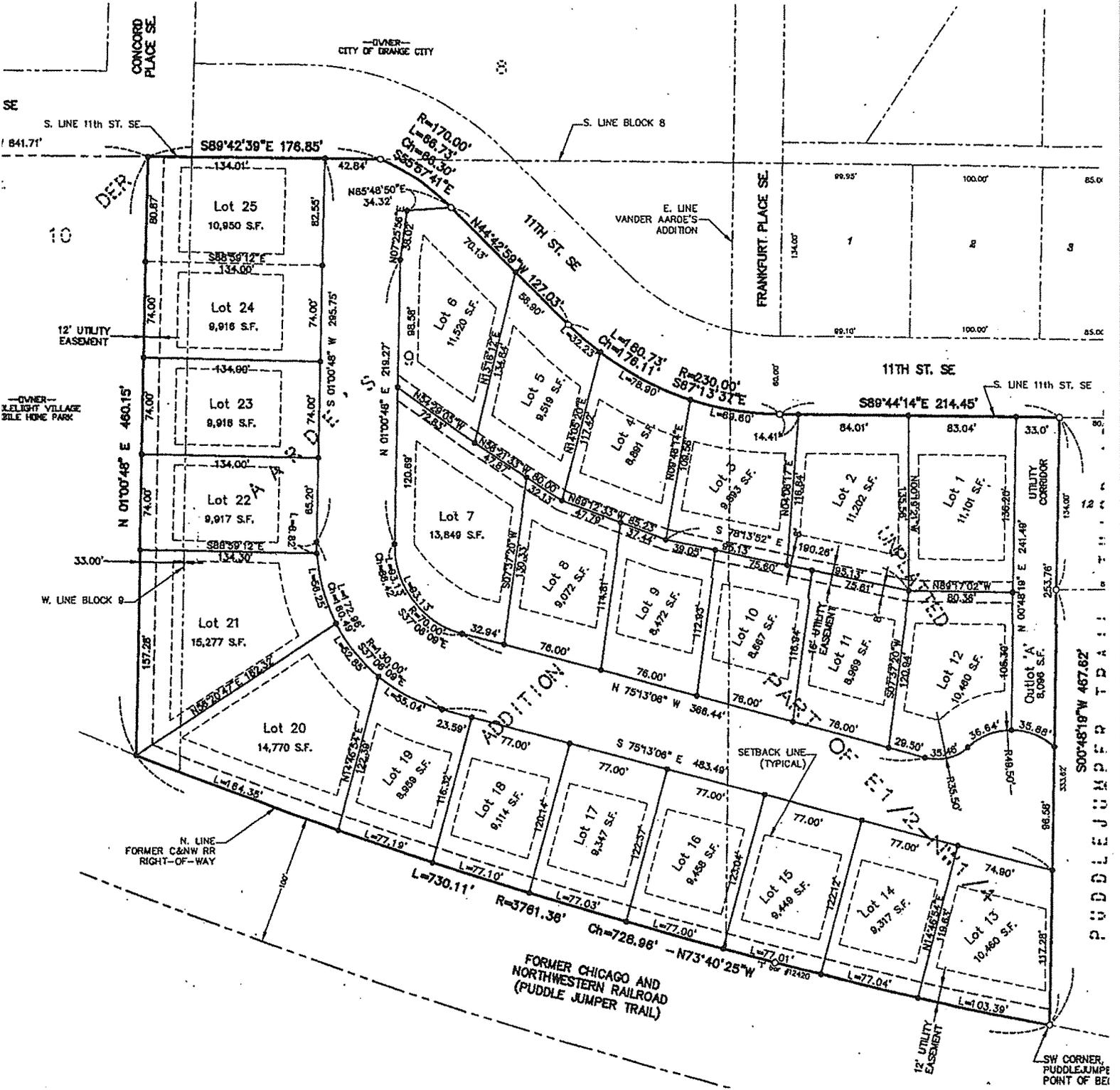
  
\_\_\_\_\_  
Jane Brown, City Clerk



CITY OF ORANGE CITY, an Iowa  
Municipal Corporation

  
\_\_\_\_\_  
Daryl Belman, Mayor

**FINAL PLAT OF**  
**Puddle Jumper Trail, Fourth Addition**  
**CITY OF ORANGE CITY,**  
**SIoux COUNTY, IOWA**



PUDDLE JUMPER TRAIL

SW CORNER, PUDDLE JUMPER TRAIL POINT OF BEGINNING