

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

- A. (See Page 5 for description of Addition)
- B. This parcel is owned by the City of Orange City and the attached Plat and Survey is supplied by Beck Engineering of Orange 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 on any lot other than one (1) single family dwelling or duplex 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. Any home constructed off-site and transported to the Addition for installation upon a prepared basement must utilize wooden floor joists.

- E. All residential dwellings shall have an attached garage with a minimum of 500 square feet with a maximum of 950 square feet.
- F. All driveways leading to attached garages shall be constructed of concrete.
- G. All dwellings shall have a roof pitch of 4 feet on 12 feet or greater.
- H. No steel roofs are allowed except those identified as residential steel roofs that are colored and standing seam with hidden steel fasteners.
- I. No exterior steel siding as defined in the industry as agricultural steel panels.
- J. The City of Orange City has first rights to any excess soils that is 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 1500 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.

R-1 Low Density Residential Lot Pricing:

The price of **Lots 1-13** shall be **\$40,000.00**.

The price of **Lots 14-25** shall be **\$35,000.00**.

- A. If construction is not begun within 24 months of the date of purchase, all rights shall be forfeited by the purchaser and the City shall re-offer the parcel to the public. The City shall reimburse the purchaser 90% of the purchased price excluding any legal fees.
- B. Remodeling or expansion of the 1500 square foot 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.

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 _____, 2023.

ATTEST:

Janet Brown, City Clerk