

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The City of Galva, as developer and hereinafter referred to as City, is the owner in fee simple of real property located in Ida County, IA which property is legally described as set forth on the attached Exhibit A, which is incorporated herein by reference.

The purpose of these restrictions is to insure the use of the property for attractive residential purposes only, to prevent nuisances, to prevent the impairment of attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each site owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of his or her site than is necessary to insure the same advantage to the other site owners.

The City declares that all of the described real property and each part of such property shall be held, sold and conveyed only subject to the following covenant running with the land and shall be binding on all parties having any right, title or interest in the described property or any part of such property, their heirs, successors and assigns and shall inure to the benefit of each owner of such property.

1. GENERAL RESIDENCE RESTRICTION – No building whatsoever except a private dwelling house with the necessary outbuildings, including a private garage, shall be erected on any of the lots described on the attached Exhibit A, and such dwelling house permitted on the conveyed premises shall be used only as a private residence.

No dwelling house or structure shall be erected on any of the lots described on the attached Exhibit A until the plans and specifications with the proposed site for such building have been submitted to and approved by the City as to outward appearances and design and a written permit is issued for such construction.

2. ALLOWABLE TIME TO BUILD – Each lot owner shall have one year from the date of purchase to have the exterior of his or her home finished. Developers, contractors, or individuals purchasing more than one lot to construct multiple homes may be granted a waiver from this requirement, at the discretion of the City Council. Failure to substantially begin construction within one year shall be a breach of contract and ownership of the lot

property owner.

3. RESTRICTION ON SIZE – Each single-family dwelling must have a minimum square footage in accordance with the following:

a. single story homes must have a minimum of 960 square feet not including any garage or storage area.

b. Multi –level homes must have a minimum of 864 square feet on the first level, not including any garage or storage area.

A story is defined as all living space above, and not including, the basement. See appendix A for a detailed description of what is considered the first story and what is considered a basement.

All dwellings shall be at least ten (10) feet from property lines and at least thirty (30) feet back from the street.

4. PETS – No lot owner shall own or keep for others on any lot more than three small pets. No more than two dogs are allowed. Dog houses and wire kennels are permitted, however, the wire kennels must be attached to the back of the garage. The holding of animals for commercial sale or breeding is prohibited.

5. SUMP PUMPS – If a residence installs a sump pump that shall drain either into the City storm sewer via the drain tile provided by the City of Galva or through the curb.

6. PERMETER FOUNDATION REQUIRED – Each dwelling unit shall be placed on a permanent, frost-free perimeter foundation. Accessory buildings also must be placed on a perimeter foundation.

7. SUBDIVIDNG LOTS- No lot may be subdivided into smaller building lots.

8. BUYING MULTIPLE LOTS FOR ONE HOME – If a person purchases more than one lot to put up one home, the person is required to erect a structure with the following square footage requirements:

3 lots 2880 square feet
4 lots 3840 square feet

When purchasing more than one lot to erect one home, the lots must be contiguous.

If three lots are purchased, singly or in combination with another purchaser, to build two separate homes, each of the homes shall be at least 1440 square feet.

Buyers of more than one lot shall erect their home such that at least 20% of the square footage of the home is built upon each lot. Buyers may not buy an additional lot to be used exclusively as yard space.

9. ACCESSORY BUILDINGS – Construction of accessory buildings must be acceptable to the City of Galva. Any approved outbuildings must be placed on permanent foundations, must be constructed of wood and must conform to the exterior design and appearance of the principal residence.

RE-SALE OF PROPERTY PRIOR TO BUILDING A HOME – If during the one-year construction period the owner sells the lot, the new owner is still bound to have the house substantially begun within one year of the initial property owner's date of purchase from the City.

FAILURE TO COMPLY – The restrictive covenants contained herein shall attach to and run with the land. If grantee or any of grantee's heirs, successors and assigns or other subsequent holder of the property shall fail to perform and to comply strictly with the restrictions contained herein, the City may at any time thereafter serve on the grantee a notice in writing specifying the particular or particulars in which default or a breach thereof has been made and directing grantee to remedy such default or breach. Should grantee thereafter for a period of (30)days (time being of the essence of this provision) fail to remedy such breach or default, then a notice in writing may be served on the grantee by the City notifying the grantee that the City elects that the title to the whole of the conveyed premises shall revert to the City. Thereupon, the title to the whole of the conveyed premises shall revert to the City. Thereupon the title to the whole of such premises shall immediately, without the necessity of any further action on the part of the City revert to and re-vest in the City.

interest in the conveyed premises and to the improvements and fixtures thereon and the City shall have the right of re-entry to the property conveyed by this instrument.

REVERSION ON BREACH – AFFECT ON MORTGAGE –

No reversion or forfeiture shall render invalid or operate in any way against the lien of any mortgage or deed of trust given with respect to the conveyed property, in good faith, and for value. On any such reversion or forfeiture, the City shall take title to the conveyed land subject to any such mortgage or deed of trust, provided, however, that should any such mortgage or deed of trust be foreclosed, then the title acquired by such foreclosure and the person or persons who thereafter become the owner or owners of the conveyed premises, shall be subject to and bound by all restrictions contained herein. Further the City may enforce any covenants, conditions and restrictions by any other appropriate action at the City's sole option.

EFFECTIVE PARTIAL VALIDITY – It is expressly understood and agreed that if any covenant or condition or restriction contained in this instrument or any portion of any such covenant or condition or restriction is held by a Court of competent jurisdiction to be invalid or void such invalidity or voidness shall in no way affect any other covenant, condition or restriction contained in this instrument.

RESERVATION OF OTHER REMEDIES – In addition to the remedies set forth above, the City reserves the right to enforce any covenants, conditions or restrictions contained herein by any other action that the City may deem appropriate at the City's sole option.

RESERVATION BY CITY OF RIGHT TO MODIFY OR CANCEL RESTRICTIONS - The City reserves the right to change or cancel any or all of the covenants, conditions or restrictions set forth in this instrument, if in the City's sole judgment the development or lack of development of adjacent property makes that course necessary or advisable.

WAIVER BY CITY COUNCIL – The City Council of the City of Galva retains the right to grant waivers from these restrictive covenants as special circumstances dictate. Any property owner within this subdivision may request a waiver from the City Council by submitting a written request to the City Clerk's

will be granted a hearing before the City council within 30 days.

IN WITNESS WHEREOF, this Agreement has been executed at Galva, IA on the day indicated below.

CITY OF GALVA, IOWA

Date: _____
Mayor Bill Wood

Date: _____
City Clerk Anita Brandt, CMC

**APPENDIX A
LEGAL DESCRIPTION**

A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE 1/4 NW 1/4) OF SECTION 26, TOWNSHIP 89 NORTH, RANGE 39 WEST OF THE 5TH P.M., IOWA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at the Northeast (NE) Corner of the Northwest Quarter (NW 1/4) of said Section 26; Thence on an assumed bearing of South 00° 00' 00" West, along the East line of said Northwest Quarter (N/W 1/4), 363.00 feet to the Southeast (SE) Corner of Lot One (1) of Davis Addition to the City of Galva, said point also being the Point of Beginning. Thence continuing along said East line, South 00° 00' 00" West, 394.88 feet; Thence South 89° 54' 02" West, 1330.09 feet to the West line of the Northeast Quarter of said Northwest Quarter (NE 1/4 NW 1/4); Thence North 00° 16' 40" West, along said West line, 427.88 feet to the Southwest (SW) Corner of Lot Fourteen (14) of said Davis

North 89° 54' 02" East, along the South line of said Davis Addition, 1233.16 feet to the Southeast (SE) Corner of Lot C of said Davis Addition; Thence South 00° 00' 00" West, along the West line of Lot One (1) of said Davis Addition, 33.00 feet to the Southwest (SW) Corner of said Lot One (1), Thence North 89° 54' 02" East, along the South line of said Lot One (1), 99.00 feet to the Point of the Beginning.

**APPENDIX B
DEFINITIONS**

For the purposes of these restrictive covenants, the following definitions shall apply:

Basement – the portion of the structure located at least four feet (4') below the grade of the land for more than 50% of the perimeter of the structure.

FIRST STORY – the portion of the structure located at least six inches (6") above the grade of the land for more than 50% of the perimeter of the structure; or the portion of the structure including any point at least twelve feet (12') above the grade of the land.

SECOND STORY – any portion of the structure located above a first floor and intended for continual human occupancy.