



CITY OF HARLAN

CITY HALL 711 DURANT ST BOX 650 HARLAN IA 51537
PHONE 712-755-5137 FAX 712-755-5138
EMAIL INFO@CITYOFHARLAN.COM

Thank you for your interest in purchasing a lot in the GH Christiansen subdivision in Harlan, Iowa. The land is ready for you to build with infrastructure in place including water, sewer, utilities, streets and sidewalks. There are lots available to construct your home and each lot is priced at **only \$1,000!**

The attachments are designed to answer many of your questions.









- Plat of the lots in the subdivision identifying the lots available for sale.
- Covenants which provide guidelines on construction and residing in the area.

In addition, the USDA Rural Development has a Single Family Housing Loan program which may provide direct loans and loan guarantees to build a new home. Contact the Atlantic USDA Rural Development office at 712-243-2107, ext. 4 for more information.

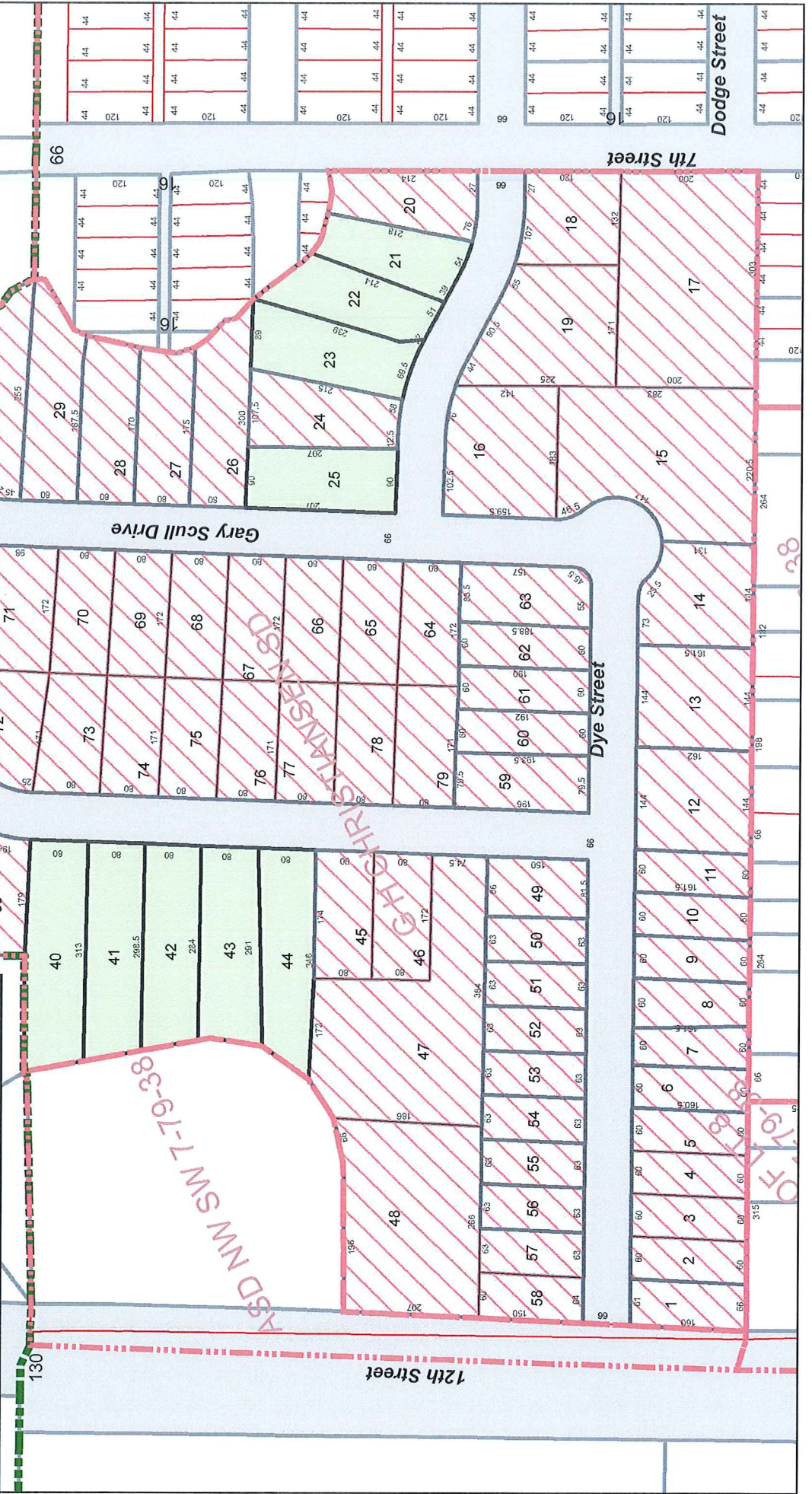
Once you make an offer to purchase you can expect the City Council to act on your offer in at least two City Council meetings which may take 30-45 days. This is part of a normal process to sell and dispose of publicly owned property.

We are excited to learn of your interest and will do all we can to support you through the process and address your questions. Please call or stop into City Hall and we will be glad to assist you.

G. H. Christiansen Subdivision

-  Subdivisions
-  Parcels
-  Lot Sales
-  Corporate Limits
-  Lots
-  For Sale
-  Right of Way
-  Sold

Map: GHChristiansen_Plat_new.mxd
 Print Date: Thursday, July 15, 2021
 Coordinate System: NAD 1983, Iowa State Plane South
 Projection: Lambert Conformal Conic



As amended December 5, 2017

**DECLARATION OF COVENANTS
CONDITIONS, RESTRICTIONS AND RESERVATIONS**

G.H. CHRISTIANSEN SUBDIVISION
Harlan, Iowa

THIS DECLARATION, made this 5th day of December 2017, by The City of Harlan (“Declarant”).

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article II hereof; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of certain public and private areas, amenities, and open spaces and to this end desires to subject the real property described in Article II, Section 1 hereof to the easements, restrictions, covenants, conditions, reservations, charges and liens set forth in this Declaration, each and all of which is and are for the benefit of the property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in the community to create an agency to which should be delegated and assigned the power of maintaining the certain public and private areas, amenities and open spaces, administering and enforcing the covenants and disbursing the assessments and charges created by the Declaration; and

NOW, THEREFORE, Declarant declares that the real property described in Article II, Section 1 hereof is, and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as “covenants and restrictions”), herein established which covenants and restrictions shall run with the real property and be binding on all parties having any right, title or interest in the hereinafter described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

a) The Declarant: City of Harlan, Iowa, as well as its successors and assigns, if such successor or assign shall acquire more than 50% of the Existing Property as defined herein, from the Declarant for the purpose of development. Notwithstanding the foregoing no individual or entity acquiring a Lot from the Declarant shall become the Declarant solely by such acquisition, but only as a result of a specific assignment of Declarant rights, which assignment shall not be effective unless incorporated in the instrument of conveyance.

b) Living Unit: A residential housing unit consisting of a group of rooms, and hallways and attached garage which are designed and intended for use as living quarters for one family or *multi-*families and located on a lot as permitted by the applicable zoning.

c) Lot: Any Lot contained on a recorded plat of G.H. Christiansen Subdivision, including any Lot resulting from the platting of any additional property and made subject to this Declaration pursuant to Article II hereof.

ARTICLE II

Section 1. Existing Property. The real estate subject to this Declaration is located in Harlan, Shelby County, Iowa, and is described as follows: Lots 1-79 in the G. H. Christiansen Subdivision to the City of Harlan, Shelby County, Iowa, all of which property shall hereinafter be referred to as "Existing Property".

The undersigned owner of the Existing Property does hereby adopt and impose the following protective covenants, restrictions, and all reservations upon the real estate for itself and its successors, grantees, and assignees, to-wit:

1. No lot shall be used except for residential purpose. No lot may be subdivided without written permission from the Declarant after it has been transferred by the Declarant. An individual may acquire no more than two lots upon which to build a single living unit. Individuals acquiring one lot shall build a living unit containing not less than six hundred and twenty-five (625) square feet of usable ground floor area, exclusive of open porches, garages or steps, and shall be comprised of a permanent foundation with a minimum width of twenty-five (25) feet and a minimum length of twenty-five (25) feet. Individuals acquiring two lots shall build a living unit containing not less than twelve hundred ninety-six (1296) square feet of usable ground floor area, exclusive of open porches, garages or steps, and shall be comprised of a permanent foundation with a minimum width of thirty-six (36) feet and a minimum length of thirty-six (36) feet. All lot acquisitions are subject to the express approval of the Declarant.
2. No outbuildings, detached garage, shed, tent, trailer or modular home of any kind shall be erected, or maintained on the lots, with the exception that one shed of a minimum area of 64 sq. ft., maximum area of 120 sq. ft. will be permitted on all lots; however individuals with two adjoining lots may have a single shed with a minimum area of 64 sq. ft., maximum area of 240 sq. ft. The exterior of any shed shall be of a material, color and roof similar to the main building located thereon.
3. All residences or living units shall be of new construction with at least a one-car attached garage or concrete parking area (minimum 12' wide and extends to back of house). No car port or lean-to shall be constructed or maintained.
4. No owner of any part of the property will do or permit to be done any act upon his property which is or may become a nuisance.
5. No mechanical work shall be permitted on vehicles outside of a garage for over a 24-hour period.

6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for resale or any commercial purpose. All pets must reside in the living unit and shall be licensed and restrained pursuant to the local ordinances.

7. The Declarant may waive or change any of the covenants without any person or persons consent as long as the Declarant maintains ownership of a majority of the lots in the Existing Property.

8. Each and every one of the covenants, restrictions and reservations herein contained shall be considered an independent and separate covenant and in the event if any one or more of these shall for any reason be held to be invalid or unenforceable, all remaining covenants, restrictions and reservations shall nevertheless remain in full force and effect.

9. Once a lot is purchased, construction of a living unit must commence within 12 months unless the Declarant grants an exception. Failure to commence construction within the prescribed time period will result in title and possession of the lot to revert back to the Declarant upon Declarant taking affirmative action.

10. Any excavation dirt not used for back fill or landscaping shall first be offered to the Declarant which will haul it away at no charge to the lot owner.

11. Once the residential structure is completed, all lots shall be sodded or seeded as soon as practicable. This would include both side yards as well as the front and rear yards.

12. Any damage done to any existing sidewalk, curb, gutter, or adjacent street, including accumulated mud and/or accumulated soil must be repaired or removed as the case may be before occupation of the dwelling unit.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, have executed this Declaration of Covenants, Conditions and Restrictions and Reservations this 5th day of December 2017.

CITY OF HARLAN – DECLARANT

BY: Kelli Kolbert

Mayor

ATTEST:

Jane Smith

City Clerk

STATE OF IOWA, SHELBY COUNTY, ss:

On this 14th day of December 2017 before me the undersigned, a Notary Public in and for said State of Iowa, personally appeared Jane Smith and Kathleen Kohorst, to me personally known, who, being by me duly sworn, did say that they are the Mayor and Clerk, respectively, of the City of Harlan, Iowa, that said instrument was signed on behalf of said Mayor and Clerk by authority of its Council as contained in Resolution No. 2306 passed by the Council on the 5th day of December, 2017 and that the said Mayor and Clerk as such officials, acknowledged the execution of said instrument to be their voluntary act and deed of the City of Harlan, by it voluntarily executed.



Janice D Applegate

Notary Public in and for the State of Iowa