

# HEARTLAND HEIGHTS

## FAIRFAX, IOWA

## Price Sheet

Call 319-846-5540 or Email Lots@ialots.com  
for more information

Lot	Price	Lot Style**	Zoned	Lot	Price	Lot Style**	Zoned
1	Call	Full Basement	C	49	\$61,900	Full Basement	S
2	\$65,900	Full Basement	M	57	\$62,900	Daylight	S
3	\$64,900	Full Basement	M	<b>58</b>	<b>On Hold</b>	<b>Daylight</b>	<b>S</b>
4	\$63,900	Full Basement	M	63	\$62,900	Full Basement	S
5	\$69,900	Full Basement	M	66	\$62,900	Full Basement	S
6	\$85,900	Full Basement	M	69	\$64,900	Walkout	S
7	\$79,900	Daylight	M	70	\$64,900	Daylight	S
8	\$69,900	Daylight	M	71	\$64,900	Full Basement	S
9	\$69,900	Walkout	M	72	\$64,900	Full Basement	S
10	\$69,900	Walkout	M	73	\$64,900	Full Basement	S
11	\$69,900	Walkout	M	74	\$64,900	Full Basement	S
12	\$69,900	Walkout	M	<b>75</b>	<b>\$64,900</b>	<b>Daylight</b>	<b>S</b>
13	\$59,900	Full Basement	M	76	\$64,900	Daylight	S
14	\$73,900	Full Basement	M	77	\$64,900	Daylight	S
<b>15</b>	<b>\$57,900</b>	<b>Walkout</b>	<b>M</b>	78	\$64,900	Full Basement	S
17	\$60,900	Walkout	M	<b>84</b>	<b>\$70,900</b>	<b>Walkout</b>	<b>S</b>
<b>24</b>	<b>Sale Pend.</b>	<b>Walkout</b>	<b>M</b>	88	\$70,900	Walkout	S
<b>25</b>	<b>Sale Pend.</b>	<b>Daylight</b>	<b>M</b>	<b>89</b>	<b>\$70,900</b>	<b>Walkout</b>	<b>S</b>
<b>26</b>	<b>Sale Pend.</b>	<b>Walkout</b>	<b>M</b>	95	\$70,900	Walkout	S
33	\$55,900	Full Basement	S	96	\$70,900	Walkout	S
34	\$55,900	Daylight	S				
35	\$55,900	Daylight	S				
36	\$55,900	Daylight	S				
<b>40</b>	<b>\$58,900</b>	<b>Daylight</b>	<b>S</b>				
<b>41</b>	<b>\$58,900</b>	<b>Full Basement</b>	<b>S</b>				
<b>42</b>	<b>\$58,900</b>	<b>Daylight</b>	<b>S</b>				
47	\$61,900	Daylight	S				
48	\$61,900	Daylight	S				

On Hold/Sale Pending

If you have interest in any lot marked "On Hold", please contact us to check availability.

### HEARTLAND HEIGHTS - PART ONE - FAIRFAX, IOWA

Lot Style: \*\*Final Determination Will Be Based On House Plans  
M=Multi-Family Lots - S=Single Family Lots - C=Commercial  
Lot Prices and Availability Subject To Change Without Notice

City of Fairfax

College Community Schools

Builder Of Your Choice

Future Walking Trail

Future Pond Area



1840 Commercial Dr.  
P.O. Box 270  
Walford, IA 52351  
Phone: 319-846-5540  
Email: [Lots@ialots.com](mailto:Lots@ialots.com)  
[Ialots.com](http://Ialots.com)

2019

## Basement Excavation Price Sheet Heartland Heights, Fairfax, Iowa

### Basement Digging – Single Family Dwellings \$3,200.00

Price Includes: One basement lay-out - Water & Sewer Hookup including water and sewer pipe from curb stop to basement foundation.

Contract Schrader Excavating for multi-family basement digging prices at 319-845-3061

### Stoop & Garage Backfill

Trucking and Lime or sand will be charged by the ton.

### Basement Foundation Backfill and Grading

Will be charged on an hourly basis.

### Additional Dirt

May be hauled in or removed for an additional charge.

Note: Schrader Excavating & Grading, LLC must dig ALL basements in our subdivision with NO EXCEPTIONS.

Schrader Excavating can be reached  
at 319-845-3061

**HEARTLAND HEIGHTS**  
FAIRFAX, IOWA



1840 Commercial Dr.  
P.O. Box 270  
Walford, IA 52351  
Phone: 319-846-5540  
Email: Lots@ialots.com  
Website: ialots.com

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Services Provided In Heartland Heights, Fairfax, Iowa Building

Permits, Sewer, Water & Garbage/Recycling Services:

City of Fairfax  
300 80<sup>th</sup> St. Court  
P.O. Box 337  
Fairfax, IA 52228

Phone: 319-846-2204  
Fax: 319-846-3480  
Website: cityoffairfax.org

Natural Gas Service:

MidAmerican Energy  
Customer Inquiries  
P.O. Box 4350  
Davenport, IA 52808

Phone: 888-427-5632  
Website: midamericanenergy.com

Electric Service:

Linn County REC  
5695 REC Drive  
P.O. Box 69  
Marion, IA 52302

Phone: 319-377-1587  
Website: linncountyrec.com

Schools:

College Community School District  
401 76<sup>th</sup> Avenue SW  
Cedar Rapids, IA 52404

Phone: 319-848-5200  
Website: prairiepride.org

Telephone, Fiber Optic Internet & Cable TV Service:

South Slope Telephone Cooperative  
980 North Front St.  
P.O. Box 19  
North Liberty, IA 52317

Phone: 319-626-2211  
Website: southslope.com

United States Postal Service:

United States Postal Service (USPS)  
1930 Wiley Blvd. SW  
Cedar Rapids, IA 52404

Phone: 319-396-5392  
Website: usps.com

Call USPS to arrange to pickup your post office box keys at the Wiley Station.

(CBU) - Cluster Box Units are located in the development on the north side of Heartland St.



## RESTRICTIVE COVENANTS

**THE UNDERSIGNED**, being the Owners in fee (hereinafter referred to as Developer”) of Lots 33 through 97 inclusive, “Heartland Heights First Addition in the City of Fairfax, Linn County, Iowa”, in order to establish and maintain the residential character of each of said lots, do hereby covenant and agree with persons who purchase said lots or any one of several of said lots, or any right, title or interest herein of any nature whatsoever, regardless of the use of said Lots is restricted and the sale of said Lots 33 through 97 inclusive are subject to the following covenants:

1. All lots described herein shall be known, described and used as residential lots with one single family dwelling not to exceed two stories in height and two or three car garages. The Developer shall sell these lots for single family dwelling lots. There shall be no detached garages on lots 33 through 78 and lot 97, inclusive, but there may be one detached structure per lot for a storage building not to exceed one hundred and eighty (180) square feet in area and only one story in height. Any detached structure shall be of the same design and architectural character as the house. On lots 79 through 96, inclusive, there may be one detached structure per lot for a storage building not to exceed one hundred and eight (180) square feet in area and only one story in height. Any detached structure shall be of the same design and architectural character as the house. Also on lots 79 through 96, inclusive, there may also be one detached garage not exceeding seven hundred twenty-eight (728) square feet constructed. Any detached garage shall be of the same design and architectural character as the house, with stone or brick matching the front of the house on at least 20% of the front or side of any such detached garage that is facing the street. No metal buildings of any kind shall be placed on or erected anywhere on any of the above said lots.
2. It is the intention and purpose of these covenants to assure that all dwellings will be of high quality, design, workmanship and materials approved by the Developers herein.
3. No modular home or log home shall be placed on any of the lots herein.
4. All houses shall be built on site and be of similar architectural design and character as the rest of the residential buildings in the subdivision.
5. No building shall be erected on any residential building lot nearer than twenty-five (25) feet from the front lot line; nor nearer than eight (8) foot to any side lot line; nor nearer than twenty-five (25) feet from any rear lot line. On corner lots, no building shall be erected on any residential building lot nearer than twenty-five (25) feet from the front, rear and street side lot line and eight (8) foot from interior side lot line. For lots on which a residence could face two streets, all setback dimensions shall be determined by the manner in which the house sits on the lot and by City ordinance. Also on corner lots, nothing shall be erected, placed, planted or allowed to grow in such a manner as materially to impede vision between a height of three and ten feet above the centerline grades of the intersecting streets in an area bounded by the street lines of such corner lots and a line joining points along said street lines fifty feet from the point of the intersection. Building lines shown on the plat approved by the City Council of Fairfax on the 14<sup>th</sup> day of March, 2017, shall control if different from the foregoing.

6. No structure of any kind shall be erected on any lot unless the plans therefore are first approved in writing by the Developer or its designated representative, and the designs and locations of the buildings on said lots in said addition do not violate any of the restrictions herein contained, and no dwelling on adjoining lot shall be constructed having similar exterior fronts, styling or design which would cause them to appear to be duplicates of the same structure. No dwelling on any lot shall have a living space exclusive of garage of less than:
  - a) For lots 33 – 48 inclusive, as shown on the approved plat;
    - i. In the case of a one story ranch, one thousand two hundred fifty (1,250) square feet.
    - ii. In the case of a split level, split foyer or two story structure, one thousand five hundred (1,500) square feet.
  - b) For lots 49 – 97, inclusive, as shown on the approved plat:
    - i. In the case of a one story ranch, one thousand five hundred (1,500) square feet.
    - ii. In the case of a split level, split foyer or two story structure, one thousand eight hundred (1,800) square feet.

In any case, each building shall have a brick or stone exterior that will cover at least 20% of the front of the dwelling, including any attached garage.
7. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. The owner of each lot, whether vacant or improved, shall mow the grass at reasonable times during the growing season and shall keep said lot or lots free of weeds and debris. All Lot Owners shall maintain the exterior of their homes in a neat and sightly manner.
8. No antenna or other building accessory shall be erected, altered or placed which is more than ten feet above the highest point of the building to which it is attached. There shall be no more than one antenna per lot without prior, written approval from the Developer.
9. Satellite dishes shall be located so as to not be clearly visible from a street in the Addition. A satellite dish shall have a maximum diameter of twenty-four inches. There shall be no more than one satellite dish per lot without prior, written approval of Developer.
10. No obnoxious or offensive trade shall be carried upon on any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
11. The Builder or Lot Owner who constructs a residential structure of any type on any lot in this subdivision shall be responsible for all sidewalks required by city ordinances or the Development Agreement with the City of Fairfax dated March 16, 2017. Said sidewalks shall be a minimum of five feet in width of concrete construction. The Lot Owner shall be responsible for the Maintenance(including snow removal),repair and replacement of all 5 foot wide sidewalks, sidewalk pedestrian ramps, and sidewalk landings located within the public street rights of way adjacent to each lot within Heartland Heights First Addition.

12. A perpetual easement is reserved over the front, side and/or rear lot lines and along said lot lines as shown by the recorded plat for drainage, utility installation and maintenance and/or sidewalks. There shall be no fences, buildings, large plantings or other obstructions upon or under the property covered by these easements, so that drainage is not restricted and access is available to any equipment necessary for construction, reconstruction or maintenance of utilities and/or sidewalks located on said easement. All easements reserved are set forth on the final plat approved by the City of Fairfax, Iowa on the 14<sup>th</sup> of March, 2017.
13. The private storm water drainage easement shall be owned and maintained by the individual Lot owner. The City of Fairfax shall own and maintain the storm sewer facilities (culverts, storm sewer, intakes, storm manholes, and drain-tiles), including the culvert outlet protection (revetment) located within the private storm water drainage and public storm sewer easements.
14. Lot Owner shall own and maintain the storm water drainage swales located within the Private Storm Water Drainage and Public Storm Sewer Easements, which shall convey the 100-year storm event overland through Lots 33 and 97 all inclusive. The Lot Owner also agrees not to restrict the overland conveyance of the 100-year storm even through these drainage swales.
15. All structures placed on said lots shall be of new materials.
16. Development is receiving mail service from the United States Postal Service (USPS) using "cluster boxes". Each Lot Owner shall be responsible for maintaining their assigned cluster mailbox. Lot Owner will be given all keys to mailbox from USPS and buyer will be responsible for those keys. If lost or stolen, it shall be the responsibility of the Lot Owner to have their lock and keys replaced. Lot Owner will pass keys and responsibility to future Lot Owners of said property. If mail cluster station should ever have to be replaced or repaired, each user shall share replacement or repair costs evenly among Lot Owners assigned to cluster box.
17. No trucks or other commercial vehicles rated larger than one ton pickups or any trailers shall be maintained or parked outdoors overnight for any purpose in this addition. The Builder/Developer shall be able to maintain and park such vehicles until such time as the buildings and improvements in the development are completed.
18. All or any part of recreational vehicles, campers and motor homes cannot be stored or parked in front of dwelling for longer than thirty-six (36) hours. However, such vehicles may be parked or stored on adjoining concrete pads on the side of the building where the garage is located. No residence shall have more than one drive leading to a garage or for parking vehicles.
19. No inoperable, dismantled, or wrecked motor vehicles, automobiles, trailers, or any other vehicles or machinery or parts thereof, including scrap metals or other scrap materials shall be permitted to be upon or remain upon any part of the property within the addition.
20. Any outdoor pet facilities shall require the prior approval of the Fairfax City Council. It is understood that any pet making a continual disturbance is subject to the nuisance ordinances of the City of Fairfax.

21. No lot shall be subdivided, except for Lot 97 which may be subdivided into two separate lots by the Developer.
22. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2037, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of majority of the then owners of said lots it is agreed to change the said covenants in whole or in part.
23. The record owners in fee simple of the residential lots in the Addition may revoke, modify, amend or supplement, in whole or in part, any or all of the covenants and conditions contained in this Declaration and may release the real estate, or any part thereof, from the covenants, but only at the following time and in the following manner:
  - a. Any such change or changes after the full development of the Addition and prior to a date twenty-one years after the recording of this Declaration shall require the approval of 60% of the Lot Owners of all of the lots in the Addition.
  - b. Any such modification shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Lot Owners and recorded in the Office of the Recorder of Linn County, Iowa. Upon and after the effective date of any such change or changes, the change or changes shall be binding upon all persons, firms and corporations then owning property in the Addition and shall run with the land and bind all persons claiming by, through or under any one or more of them.
  - c. Until all lots within the subdivision are sold, the Developer may revoke, modify, amend, or supplement these Restrictive Covenants without the consent of any other Lot Owners in the subdivision.
  - d. Notwithstanding the above, any such change or changes shall require the consent of the Developer as long as it is the legal titleholder to any lot in said Addition.
  - e. After the lots covered by these restrictive covenants are completely sold out, the majority of the Lot Owners covered by these restrictive covenants shall be charged with their enforcement.
24. If the undersigned, or their heirs, successors or assigns, including any succeeding Lot Owners, shall violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other of said lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent such party from so doing or to recover damages or other dues from such violation.
25. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated at Fairfax, Iowa, this 27<sup>th</sup> day of March, 2017.

IOWA LOT DEVELOPMENT, LLC

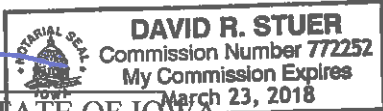
Bruce G. Sevig  
Bruce G. Sevig, Member-Manager

Shane A. Schrader  
Shane A. Schrader, Member-Manager

STATE OF IOWA            )  
  )ss  
COUNTY OF LINN        )

On this 27<sup>th</sup> day of March, 2017, before me, the undersigned, a Notary Public, personally appeared Bruce G. Sevig and Shane A. Schrader, to me personally known, who being by me duly sworn, did say that these persons are the Member-Managers of said Iowa Lot Development, LLC, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said Iowa Lot Development, LLC, by authority of its Members and the said Bruce G. Sevig and Shane A. Schrader acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

David R. Stuer



NOTARY PUBLIC - STATE OF IOWA



## RESTRICTIVE COVENANTS

**THE UNDERSIGNED**, being the Owners in fee (hereinafter referred to as “Developer”) of Lots 2 through 32, inclusive, “Heartland Heights First Addition in the City of Fairfax, Linn County, Iowa”, in order to establish and maintain the residential character of each of said lots, do hereby covenant and agree with persons who purchase said lots or any one of several of said lots, or any right, title or interest herein of any nature whatsoever, regardless of the use of said Lots is restricted and the sale of said Lots 2 through 32, inclusive are subject to the following covenants:

1. All lots described above shall be known, described and used as residential lots with each lot to contain either a) a single family dwelling, b) one duplex unit, c) two condominium units, d) two zero lot line single family dwellings, e) three condominium units (triplex) or f) four condominium units (4-plex). A duplex shall be defined as one structure containing two single family dwellings separated by a common wall; a triplex as one structure containing three single family dwellings separated by a common wall; and a 4-plex as one structure containing four single family dwellings separated by a common wall. A condominium unit shall be defined as each unit of what would otherwise be a duplex, triplex, or 4-plex, except that the structure has been submitted to a condominium regime to be owned as separate parcels of realty as governed by Chapter 499B of the Iowa Code. A zero lot line single family dwelling shall be defined as each unit of what would otherwise be a duplex except that the underlying lot has been subdivided to be owned as separate parcels of realty. There shall be no detached garages or other detached structures on any duplex, condominium or zero lot line lots. On single family dwelling lots, there may be one detached structure that shall not exceed one hundred eighty (180) square feet in area, shall be only one story in height, and shall be the same design and architectural character as the dwelling. No metal buildings of any kind shall be placed on, or erected, anywhere on any of the property.
2. It is the intention and purpose of these covenants to assure that all dwellings will be of high quality, design, workmanship and materials approved by the Developer herein.
3. No modular home or log home shall be placed on any of the lots herein.
4. All residential structures shall be built on site and be of similar architectural design and character as the rest of the residential buildings in the subdivision.
5. It shall be the responsibility of all Builders, not the Developer, that all multifamily units comply with federal, state, and local building laws, including but not limited to, all provisions of the Americans With Disability Act, and the HUD Fair Housing Accessibility Guidelines as set forth at [www.fairhousingfirst.org](http://www.fairhousingfirst.org).

6. For one duplex unit, two condominium units, two zero lot line single family dwellings, three condominium units (triplex) or four condominium units (4-plex), no building shall be erected on any residential building lot nearer than twenty (20) feet from the front lot line; nor nearer than six (6) foot to any side lot line; nor nearer than twenty (20) feet from the rear lot line. On corner lots, no building shall be erected on any residential building lot nearer than twenty (20) feet from the front, rear and street side lot line and six (6) feet from the interior side lot line. For lots on which a residence could face two streets, all setback dimensions shall be determined by the manner in which the residence sits on the lot and by City ordinance. Also, on corner lots, nothing shall be erected, placed, planted or allowed to grow in such a manner as materially to impede vision between a height of three and ten feet above the centerline grades of the intersecting streets in the area bounded by the street lines of such corner lots and a line joining points along said street lines fifty feet from the point of the intersection. For single family dwellings, all setback dimensions shall follow the City of Fairfax building and or zoning code. Building lines shown on the plat approved by the City Council of Fairfax on the 14<sup>th</sup> day of March, 2017, shall control if different from the foregoing.
7. No structure of any kind shall be erected on any lot unless the plans therefore are first approved in writing by a designated representative of Iowa Lot Development, LLC, its successors and assigns, and the designs and locations of the buildings on said lots in said addition do not violate any of the restrictions herein contained, and no dwelling on adjoining lots (except units of a duplex, condominium or zero lot line single family dwelling separated by a common wall) shall be constructed having similar exterior fronts, which would cause them to appear to be duplicates of the same structure.
  - a) All lots that are developed for a one duplex unit, two condominium units, two zero lot line single family dwellings, three condominium units (triplex) or four condominium units (4-plex) defined herein, shall have the following restrictions:
    1. No duplex unit, two condominium units, two zero lot line single family dwellings, three condominium units (triplex) or four condominium units (4-plex), shall be permitted on any lot described herein having a total foundation square foot area of less than One Thousand One Hundred (1,100) square feet. Each building shall have a brick or stone exterior that will cover at least 20% of the front of the dwelling, including any attached garage.
    2. In the event a single family dwelling is placed on any of these lots, the square footages in paragraph 8 shall apply.
8. If any of the lots are developed for single family dwellings, no dwelling shall have a living space exclusive of garage of less than:
  1. In the case of a one story structure, one thousand two hundred and fifty (1,250) square feet.
  2. In the case of a split level, split foyer or two story structure, one thousand five hundred (1,500) square feet.

In any case, each building shall have a brick or stone exterior that will cover at least 20% of the front of the dwelling, including any attached garage.

9. Access to Lots 2, 3, 4, 5 and 6 shall be restricted to Heartland Court. No direct access to 80<sup>th</sup> St. SW from Lots 2, 3, 4, 5 and 6 shall be allowed. Access to Lots 2, 13 and 14 shall be restricted to Heartland Court. No direct access to Beverly Road from 2, 13 and 14 shall be allowed. Access to Lots 24 and 25 shall be restricted to Applewood Drive. No direct access to Beverly Road from Lots 24 and 25 shall be allowed.
10. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. The owner of each lot, whether vacant or improved, shall mow the grass at reasonable times during the growing season and shall keep said lot or lots free of weeds and debris. All Lot Owners shall maintain the exterior of their homes in a neat and sightly manner.
11. No antenna or other building accessory shall be erected, altered or placed which is more than ten feet above the highest point of the building to which it is attached. There shall be no more than one antenna per lot without prior, written approval from the Developer.
12. Satellite dishes shall be located so as to not be clearly visible from a street in the Addition. A satellite dish shall have a maximum diameter of twenty-four inches. There shall be no more than one satellite dish per lot without prior, written approval of Developer.
13. No obnoxious or offensive trade shall be carried upon on any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
14. The Builder, Lot Owner, Condominium Regime or Association who constructs a residential structure of any type on any lot in this subdivision shall be responsible for all sidewalks required by city ordinances or the Development Agreement with the City of Fairfax dated March 16, 2017. Said sidewalks shall be a minimum of five feet in width of concrete construction. The Lot Owner or Condominium Regime or Association shall be responsible for the Maintenance (including snow removal), repair and replacement of all 5 foot wide sidewalks, sidewalk pedestrian ramps, and sidewalk landings located within the public street rights of way adjacent to each lot within Heartland Heights First Addition.
15. A perpetual easement is reserved over the front, side and/or rear lot lines and along said lot lines as shown by the recorded plat for drainage, utility installation and maintenance, and/or sidewalks. There shall be no fences, buildings, large plantings or other obstructions upon or under the property covered by these easements, so that drainage is not restricted and access is available to any equipment necessary for construction, reconstruction or maintenance of utilities and/or sidewalks located on said easement. All easements reserved are set forth on the final plat approved by the City of Fairfax, Iowa on the 14<sup>th</sup> day of March, 2017.
16. The private storm water drainage easement shall be owned and maintained by the individual Lot owner. The City of Fairfax shall own and maintain the storm sewer facilities (culverts, storm sewer, intakes, storm manholes, and drain-tiles), including the culvert outlet protection (revetment) located within the private storm water drainage and public storm sewer easements.

17. Lot Owner shall own and maintain the storm water drainage swales located within the Private Storm Water Drainage and Public Storm Sewer Easements, which shall convey the 100-year storm event overland through Lots 2 and 3, Lot 6 through 12 all inclusive, Lots 15 through 21 all inclusive, and Lots 28 through 32 all inclusive. The Lot Owner also agrees not to restrict the overland conveyance of the 100-year storm even through these drainage swales.
18. The owners of Lots 2, 3, 4, 5 and 6, parallel and adjacent to Lot A (80<sup>th</sup> Street SW), shall maintain (acknowledge) a permanent 15' wide Vegetation Management Easement along the east side of said lots. The purpose of this Vegetation Management Easement is to allow Public Utilities the perpetual right to enter at all times upon the vegetation management easement area to cut, trim, remove, destroy and otherwise control any trees, bushes or brush now or hereafter standing or growing within the easement area. Within a reasonable time after performing any work pursuant to this easement, said public utility shall clean up the easement in accordance with best management practice for utility rights of way. There shall be a list of permissible vegetative species that are allowed within this Vegetation Management Easement and some tree planting may be acceptable in the easement area, for more information please contact the ITC Midwest LLC Real Estate department for current standards @ 319-297-6700, 123 5<sup>th</sup> St SE, Cedar Rapids, IA 52401.
19. All structures placed on said lots shall be of new materials.
20. Development is receiving mail service from the United States Postal Service (USPS) using "cluster boxes". Each Lot Owner shall be responsible for maintaining their assigned cluster mailbox. Lot Owner will be given all keys to mailbox by USPS and buyer will be responsible for those keys. If lost or stolen, it shall be the responsibility of the lot owner to have their lock and keys replaced. Lot owner will pass keys and responsibility to future owners of said property. If mail cluster station should ever have to be replaced or repaired, each user shall share replacement or repair costs evenly among Lot Owners assigned to cluster box.
21. No trucks, trailers or other commercial vehicles rated larger than one ton pickups shall be maintained or parked outdoors overnight for any purpose in this addition. The Builder/Developer shall be able to maintain and park such vehicles until such time as the addition is completed.
22. All or any part of recreational vehicles, campers and motor homes cannot be stored or parked in front of dwelling for longer than thirty-six (36) hours. However, such vehicles may be parked or stored on adjoining concrete pads on the side of the building where the garage is located. No residence shall have more than one drive leading to a garage or for parking vehicles.
23. No inoperable, dismantled, or wrecked motor vehicles, automobiles, trailers, or any other vehicles or machinery or parts thereof, including scrap metals or other scrap materials shall be permitted to be upon or remain upon any part of the property within the addition.
24. Any outdoor pet facilities shall require the prior approval of the Fairfax City Council. It is understood that any pet making a continual is subject to the nuisance ordinance(s) of the City of Fairfax.

25. No lot shall be subdivided.
26. The record owner of any lot or lots with in this addition may form individual homeowner associations, as long as the provisions of any formed homeowner association does not violate any of the terms of this restrictive covenant.
27. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2037, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of majority of the then owners of said lots it is agreed to change the said covenants in whole or in part.
28. The record owners in fee simple of the residential lots in the Addition may revoke, modify, amend or supplement, in whole or in part, any or all of the covenants and conditions contained in this Declaration and may release the real estate, or any part thereof, from the covenants, but only at the following time and in the following manner:
  - a) Any such change or changes after the full development of the Addition and prior to a date twenty-one years after the recording of this Declaration shall require the approval of 60% of the owners of all of the lots in the Addition. The owner of a single family home, a duplex, each condominium unit, and each zero lot line residence shall be entitled to vote to approve any change to this Declaration
  - b) Any such modification shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder of Linn County, Iowa. Upon and after the effective date of any such change or changes, the change or changes shall be binding upon all persons, firms and corporations then owning property in the Addition and shall run with the land and bind all persons claiming by, through or under any one or more of them.
  - c) Until all lots within the subdivision are sold, the Developer may revoke, modify, amend, or supplement these Restrictive Covenants without the consent of any other Lot Owners in the subdivision.
  - d) Notwithstanding the above, any such change or changes shall require the consent of the Developer as long as it is the legal titleholder to any lot in said Addition.
  - e) After the lots covered by these restrictive covenants are completely sold out, the majority of the homeowners covered by these restrictive covenants shall be charged with their enforcement.
29. If the undersigned or their heirs, successors or assigns, including any succeeding Lot Owners, shall violate any of the covenants or restrictions herein, it shall be lawful for any other person or persons owning any other of said lots to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent such party from so doing or to recover damages or other dues from such violation.

30. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Dated at Fairfax, Iowa, this 27<sup>th</sup> day of March, 2017.

IOWA LOT DEVELOPMENT, LLC :

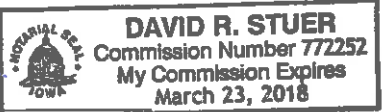
By: Bruce G. Sevig  
Bruce G. Sevig, Member-Manager

By: Shane A. Schrader  
Shane A. Schrader, Member-Manager

STATE OF IOWA            )  
  )ss  
COUNTY OF LINN        )

On this 27<sup>th</sup> day of March, 2017, before me, the undersigned, a Notary Public, personally appeared Bruce G. Sevig and Shane A. Schrader, to me personally known, who being by me duly sworn, did say that these persons are the Member-Managers of said Iowa Lot Development, LLC, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said Iowa Lot Development, LLC, by authority of its Members and the said Bruce G. Sevig and Shane A. Schrader acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

David R. Stuer  
NOTARY PUBLIC - STATE OF IOWA



David R. Stuer  
NOTARY PUBLIC - STATE OF IOWA

