

HEARTLAND HEIGHTS

FAIRFAX, IOWA

Price Sheet

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

Lot	Price	Lot Style**	Zoned
HEARTLAND HEIGHTS SECOND ADDITION			
109	\$67,900	Full Basement	S
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111	\$67,900	Full Basement	S
112	\$67,900	Full Basement	S
113	\$67,900	Full Basement	S
114	\$67,900	Full Basement	S
115	\$64,900	Full Basement	S
116	\$64,900	Full Basement	S
117	\$64,900	Full Basement	S

On Hold/Sale Pending

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

HEARTLAND HEIGHTS - SECOND ADDITION - FAIRFAX, IOWA

Lot Style: **Final Determination Will Be Based On House Plans

All Single Family Lots

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
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

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Services Provided In Heartland Heights, Fairfax, Iowa Building

Permits, Sewer, Water & Garbage/Recycling Services:

City of Fairfax
300 80th 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 76th 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 98 through 117 inclusive, “Heartland Heights Second 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 98 through 117 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 all Lots in the development for single family dwelling Lots. There shall be no detached garages on Lots 109 through 117, 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 98 through 108, inclusive, 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. The detached structure may only be located within the locations allowed pursuant to #15 and #16 of the restrictive covenants. Also, on Lots 98 through 108, all inclusive, there may also be one detached garage not exceeding seven hundred twenty-eight (728) square feet constructed. The detached garage may only be located within the locations allowed pursuant to #15 and #16 of the restrictive covenants. 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. All buildings placed upon lots require a building permit from the City of Fairfax, Iowa.
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 final plat approved by the City Council of Fairfax on the 8th day of May, 2018, 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:
 - 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 CB antenna, TV 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. All antennas shall require approval from the City of Fairfax, Iowa.
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, sidewalk pedestrian ramps and sidewalk turning spaces as required by city ordinances or the Development Agreement with the City of Fairfax dated May 24, 2018. 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 Second 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, access 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 8th of May, 2018.
 13. The private storm water drainage easements shall be owned and maintained by the individual Lot owner. The City of Fairfax, Iowa shall own and maintain the storm sewer facilities (storm sewer, intakes and/or storm manholes). All private storm water drainage easements and public storm sewer easements (facilities) reserved are set forth on the final plat approved by the City Council of Fairfax, Iowa on the 8th Day of May, 2018.
 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 98, 105, 106, 111, 112 and 115 through 117, all inclusive. The Lot Owner also agrees not to restrict the overland conveyance of the 100-year storm even through these drainage swales. No changes to said swales shall be made by the Lot Owner without prior written consent of the City of Fairfax, Iowa.
 15. Lots 98 through 108, all inclusive, being in close proximity to the Regional Storm Water Drainage Basin, are subject to a Letter of Map Revision (LOMR) from the Federal Emergency Management Agency (FEMA). These lots may have limitations on the location of buildings on said Lots. LOMR will be provided to the buyer, as approved by FEMA and the Iowa Department of Natural Resources (IDNR), from the developer's engineer.
 16. Lot Owner of Lots 98 through 108 all inclusive, Lots 111 and 112, Lots 115 through 117 all inclusive, shall provide to the City of Fairfax, Iowa, at the buyer's cost, certification by a civil engineer licensed in the State of Iowa verifying that the runoff from the 100-year storm event can be conveyed through and/or adjacent to the proposed development on these Lots without damage to the building structures on these Lots. Minimum Low Openings (MLO) will be provided to Lot Owner from the Developer's Engineer.
 17. Access to Lots 108 and 109 shall be restricted to Heartland Street only. No direct access to Beverly Road from Lots 108 and 109 shall be allowed.
 18. Lot Owners of Lots 108 and 109 have future sidewalk and Beverly Road construction requirements as show in paragraph #16 and #33 of the Development Agreement with the City of Fairfax dated the 24th of May, 2018.
 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 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.

21. 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.
22. No recreational vehicles, campers, boats and motor homes can be stored or parked in front of dwelling for longer than thirty-six (36) hours. However, the above described vehicles may be parked or stored on adjoining concrete pads on the side of the house 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, boats 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 disturbance is subject to the nuisance ordinances of the City of Fairfax, Iowa.
25. No Lot shall be subdivided.
26. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2038, 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.
27. 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.
28. 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.
29. 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 12th day of June, 2018.

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 12th day of June, 2018, 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.



NOTARY PUBLIC - STATE OF IOWA

Janelle M. Schmidt