



# LOT PRICE SHEET

Call 319.846.5540 or

Email: [Lots@ialots.com](mailto:Lots@ialots.com) for more information

## Heartland Heights Third Addition

Lot	Price	Lot Style**		Lot	Price	Lot Style**
118	\$92,900	Daylight/Zero Lot Duplex		151	\$89,900	Daylight
119	\$92,900	Daylight/Zero Lot Duplex		152	\$89,900	Daylight
120	\$92,900	Daylight/Zero Lot Duplex		153	\$89,900	Walkout
121	\$92,900	Daylight/Zero Lot Duplex		154	\$89,900	Walkout
122	\$92,900	Daylight/Zero Lot Duplex		155	\$87,900	Walkout
123	\$75,900	Walkout		156	\$87,900	Walkout
124	\$75,900	Walkout		157	\$87,900	Walkout
125	\$75,900	Walkout		159	\$87,900	Walkout
129	\$75,900	Walkout		160	\$92,900	Full Basement
130	\$78,900	Full Basement		161	\$92,900	Daylight
131	\$78,900	Daylight		162	\$92,900	Daylight
132	\$78,900	Daylight		163	\$92,900	Daylight
143	\$83,900	Walkout		164	\$92,900	Daylight
145	\$83,900	Walkout		165	\$92,900	Daylight
146	\$87,900	Daylight		166	\$92,900	Walkout
147	\$87,900	Daylight		167	\$92,900	Walkout
148	\$87,900	Daylight		168	\$92,900	Walkout
149	\$87,900	Daylight		169	\$92,900	Walkout
150	\$87,900	Daylight		170	\$92,900	Walkout
				171	\$92,900	Walkout

On Hold/Sale Pending

Lot Prices and Availability Subject To Change Without Notice



If you have interest in a lot marked “ON HOLD”, please contact us to check the availability. \*\*Lot Style MUST be verified by homeowner or homebuilder based on home plans.



# SERVICE PROVIDERS

## Contact Each Service Provider Directly

### Building Permits, Sewer, Water & Garbage/Recycling Services:



300 80th St. Court  
P.O. Box 337  
Fairfax, IA 52228  
Phone: 319-846-2204  
Fax: 319-846-3480  
Website: [cityoffairfax.org](http://cityoffairfax.org)

### Natural Gas Service:



Customer Inquiries  
P.O. Box 4350  
Davenport, IA 52808  
Phone: 888-427-5632  
Website: [midamericanenergy.com](http://midamericanenergy.com)

### Electric Service:



5695 REC Drive  
P.O. Box 69  
Marion, IA 52302  
Phone: 319-377-1587  
Website: [corridorenergy.coop](http://corridorenergy.coop)

### Schools:



401 76th Avenue SW  
Cedar Rapids, IA 52404  
Phone: 319-848-5200  
Website: [prairiepride.org](http://prairiepride.org)

### Telephone, Fiber Optic Internet, Cable TV Service & Webmail:



980 North Front St.  
P.O. Box 19  
North Liberty, IA 52317  
Phone: 319-626-2211  
Website: [southslope.com](http://southslope.com)

### U.S. Mail Service:



1930 Wiley Blvd. SW  
Cedar Rapids, IA 52404  
Phone: 319-396-5392  
Website: [usps.com](http://usps.com)

Call to arrange the pickup of your keys at the Wiley Station.  
Cluster Box Units are located on the north side of Heartland St.

## RESTRICTIVE COVENANTS

**THE UNDERSIGNED**, being the Owners in fee (hereinafter referred to as “Developer”) of Lots 123 through 171 inclusive, “Heartland Heights Third 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 123 through 171 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 123 through 171, 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. 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.
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 way 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 28<sup>th</sup> day of June, 2022, shall control if different from the foregoing.
6. So long as the Developer is the legal titleholder to any lot within the Heartland Heights Third Addition, 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. The designs and locations of the buildings on said lots in said addition shall not violate any of the restrictions

herein contained. 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. After the Developer has sold Lots 123 through 171 in this development, it shall be the responsibility of the individual lot owners to enforce these provisions of the Covenants.

No dwelling on any lot shall have a living space exclusive of garage of less than:

- i. For lots 123 – 145 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.
- ii. For lots 146 – 171, 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 slightly 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 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 June 28, 2022. 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 Third 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 28<sup>th</sup> of June, 2022.
13. The Private 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) located within the 20' Storm Sewer Easements located along the sides of Lots 134, 135, 140, 141, 150, 151, 154, 155, 163, 164, 167, and 168. The Lot Owner shall allow the City and the City's representative access to these public storm sewer facilities to maintain, repair and reconstruct these storm sewer facilities. All storm water drainage easements reserved are set forth on the final plat approved by the City of Fairfax, Iowa on the 28<sup>th</sup> of June, 2022.
  14. The Lot Owner shall own and maintain the storm water drainage swale located within the Private Drainage Easement, which shall convey the 100-year storm event overland through the back of Lot 123 through Lot 128, through the back of Lot 131 through Lot 144, through the back of Lot 147 through Lot 158 and through the back of Lot 161 through Lot 170. The Lot Owner agrees not to restrict the overland conveyance of the 100-year storm event 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. Prior to the issuance of a Final or Temporary Certificate of Occupancy by the City of Fairfax for Lots 123 through 128; Lots 131 through 144; Lots 147 through 158; and Lots 161 through 170 all inclusive, the Lot Owner shall provide 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. The Minimum Low Opening information is provided on Plan Sheets C2.1 and C2.2 on the approved "Drawings of Proposed Public Improvements for Heartland Heights Third Addition in the City of Fairfax, Linn County, Iowa", Signed and Sealed on March 16, 2022.
  16. Access to Lot 129 shall be restricted to Bridgewood Drive only. No direct access to Beverly Road from Lot 129 shall be allowed. Access to Lots 130 and 145 shall be restricted to Cardinal Drive only. No direct access to Beverly Road from Lots 130 or 145 shall be allowed. Access to Lots 146 and 159 shall be restricted to Deerfield Drive only. No direct access to Beverly Road from Lots 146 or 159 shall be allowed. Access to Lots 160 and 171 shall be restricted to Eagleview Drive only. No direct access to Beverly Road from Lots 160 or 171 shall be allowed.
  17. All structures placed on said Lots shall be of new materials.
  18. 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.

19. 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.
20. 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.
21. 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.
22. 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.
23. No Lot shall be subdivided.
24. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2042, 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.
25. 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 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 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 if it is the legal titleholder to any Lot in said Addition.
  - e. Any legal titleholder to a Lot covered by these restrictive covenants covered shall be entitled to seek the enforcement of these restrictive covenants in the Linn County District Court.
26. 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.
27. 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 12<sup>th</sup> day of July, 2022.

IOWA LOT DEVELOPMENT, LLC

  
Bruce G. Sevig, Member-Manager

  
Shane A. Schrader, Member-Manager

STATE OF IOWA                    )  
  )ss  
COUNTY OF LINN                )

On this 12<sup>th</sup> day of July, 2022, 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



## **RESTRICTIVE COVENANTS**

**THE UNDERSIGNED**, being the Owners in fee (hereinafter referred to as "Developer") of Lots 118 through 122, inclusive, "Heartland Heights Third 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 118 through 122, 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. A duplex shall be defined as one structure containing two single family dwellings separated by a common wall. A condominium unit shall be defined as each unit of what would otherwise be a duplex, 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.
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). For one duplex unit, two condominium units, two zero lot line single family dwellings, 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 way 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 28<sup>th</sup> day of June, 2022, shall control if different from the foregoing.

6. So long as the Developer is the legal titleholder to any lot within the Heartland Heights Third Addition, 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. After the Developer has sold Lot 118 through Lot 122, it shall be the responsibility of the individual lot owners of Lot 118 through Lot 122 to enforce these provisions of the Covenants. The designs and locations of the buildings on said lots in said addition shall 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, defined herein, shall have the following restrictions:

1. No duplex unit, two condominium units, two zero lot line single family dwellings, 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 7 shall apply.

7. 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.

8. Access to Lot 118 shall be restricted to Bridgewood Drive. No direct access to Beverly Road from Lot 118 be allowed.
9. 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.

10. 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.
11. Satellite dishes shall be located 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.
12. 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.
13. 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 June 28, 2022. 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 right of way adjacent to each lot within Heartland Heights Third Addition.
14. 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 28th day of June, 2022.
15. The Private Drainage Easements shall be owned and maintained by the Lot owner.
16. Lot Owner shall own and maintain the storm water drainage swales located within the Private Drainage Easement, which shall convey the 100-year storm event overland through the back of Lot 119 through Lot 122 all inclusive. The Lot Owner also agrees not to restrict the overland conveyance of the 100-year storm even through these drainage swales.
17. Prior to the issuance of a Final or Temporary Certificate of Occupancy by the City of Fairfax for Lots 119 through 122, all inclusive, the Lot Owner shall provide to the City of Fairfax 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. The Minimum Low Opening information is provided on Plan Sheets C2.1 and C2.2 on the approved "Drawings of Proposed Public Improvements for Heartland Heights Third Addition in the City of Fairfax, Linn County, Iowa" Signed and Sealed on March 16, 2022.
18. All structures placed on said lots shall be of new materials.
19. 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.

20. 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.
21. 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.
22. 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.
23. 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.
24. No lot shall be subdivided.
25. The record owner of any lot or lots with in this addition may form individual homeowner associations, if the provisions of any formed homeowner association does not violate any of the terms of this restrictive covenant.  
These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 2042, 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.
26. 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 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 if it is the legal titleholder to any lot in said Addition.
  - e) Any legal titleholder to a Lot covered by these restrictive covenants shall be entitled to seek the enforcement of these restrictive covenants in the Linn County District Court.
27. 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.
28. 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 12<sup>th</sup> day of July, 2022.

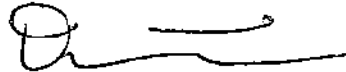
IOWA LOT DEVELOPMENT, LLC

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

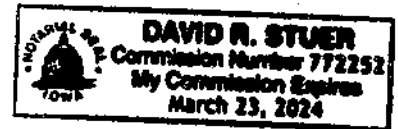
By: Shane A. Schrader  
Shane A. Schrader, Member-Manager

STATE OF IOWA                    )  
  )ss  
COUNTY OF LINN                )

On this 12<sup>th</sup> day of July, 2022, 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



**2025-025453**

**RECORDED: 09/16/2025 01:11:17 PM**

**RECORDING FEE: \$27.00**

**REVENUE TAX: \$**

**COMBINED FEE: \$27.00**

**CAROLYN SIEBRECHT, RECORDER  
LINN COUNTY, IOWA**

*THIS INSTRUMENT PREPARED BY/RETURN TO: Matthew J. Adam*

*Simmons Perrine Moyer Bergman, PLC, 1150 5<sup>th</sup> Street, Suite 170, Coralville, IA 52241*

*(319) 354-1019*

**PROTECTIVE COVENANTS AND RESTRICTIONS  
FOR  
LOTS 118-122, HEARTLAND HEIGHTS THIRD ADDITION  
IN THE CITY OF FAIRFAX, LINN COUNTY, IOWA**

These Protective Covenants and Restrictions for Lots 118-122, Heartland Heights Third Addition, Fairfax, Iowa ("Covenants") are made this 16<sup>th</sup> day of September, 2025, by Iowa Lot Development, LLC, an Iowa limited liability company.

**WHEREAS**, Iowa Lot Development, LLC, an Iowa limited liability company, hereinafter referred to as "Owner," or "Developer" is the owner of the following described real estate located in Fairfax, Linn County, Iowa:

**Lots 118-122, inclusive, Heartland Heights Third Addition in the City of Fairfax, Linn County, Iowa; and**

**WHEREAS**, Owner wishes to comply with all ordinances and regulations in order to allow for the construction of a two-family dwelling on the above-described real estate, consisting of two laterally attached dwelling units, with each dwelling unit having a separate access and utility service; and

**WHEREAS**, in constructing said two-family dwelling it will be necessary for a common wall as well as certain common utility lines and easements, including but not limited to utilities, water, sanitary sewer, storm sewer, and driveway easements all to exist; and

**WHEREAS**, Owner desires to provide for the maintenance and repair of the common wall and for the maintenance and repair of all other common aspects as outlined above; and

**WHEREAS**, Owner wishes also to provide certain other covenants and restrictions with respect to this property.

**NOW, THEREFORE**, Owner establishes for the mutual benefit of all those who may purchase any portion of the above-described property, the following protective covenants and restrictions on said Lot which shall be binding upon all of the present and

future owners thereof as covenants running with the land with the same force and effect as if contained in each document or transfer of said land and/or dwelling units:

1. The wall connecting the two laterally attached dwelling units shall be a party wall, and the owner of each dwelling unit shall have the right to use said wall jointly with the owner of the other dwelling unit as provided by Iowa law.

2. A permanent easement ten feet in width from lot line to lot line, the center line of which is the party wall, is reserved for all owners for maintenance of the party wall and adjoining portions of the structure (zero lot line duplex). Each owner shall also have an easement over so much of the adjoining property as is necessary to maintain, repair, or restore any common aspect of the properties.

3. All common aspects, including but not limited to utilities, water, sanitary sewers, storm sewers, easements and driveways, shall be party utilities and easements, and each owner of a dwelling unit shall have the right to use said utilities jointly with each owner of the other dwelling unit.

4. Should the common wall or any common aspect, including but not limited to utilities, water, sanitary sewers, storm sewers, easements, and driveways, be damaged or destroyed, or require maintenance or repair for any reason, the owner of each dwelling unit shall be jointly and severally liable with the owner of the other dwelling unit for the cost of such maintenance, repair, or replacement, except as modified by below; provided, however, that any sum received from insurance coverage shall first be applied to such repair or restoration. It is expressly understood, however, that if repairs, replacement, or building is required because of the sole negligence of one of the owners of a dwelling unit, the cost thereof shall be at his or her sole expense.

5. No owner of a dwelling unit shall alter or change said common wall, interior decorations excepted, or any of the pipes or conduits located therein without the permission of the other owner.

6. Each owner of a dwelling unit shall bear the expense of any repairs or replacement of the roof covering his or her own dwelling unit. Each owner shall make all necessary repairs and replacements of the building and improvements thereon at his or her own expense in order to maintain the exterior portions of the dwelling unit in good condition. The following provisions shall govern repairs:

- (a) The owner of a dwelling unit may replace exterior components of his or her dwelling unit with similar components of the same design and color, and may paint the exterior of the dwelling unit with paint of the existing color of the exterior, but he or she may not, either in the course of ordinary replacement, remodeling, or restoration after damage or destruction, employ different siding, roofing material, or a different color scheme without the consent of the owners of the adjoining dwelling unit.
- (b) In the event of any dispute arising concerning a change of siding, roofing materials, or color scheme, each party shall choose one arbitrator, and such arbitrator shall choose an additional arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive of the question involved. The arbitrators' decision shall be based on their decision as to whether the proposed siding, roofing material, or color scheme is in harmony with the design of the adjoining dwelling unit. If either party refuses or fails

to promptly appoint an arbitrator, the same may be appointed by any judge of the District Court of Iowa in and for Linn County. Arbitration shall be in accordance with the rules of the American Arbitration Association, and the costs thereof shall be shared equally by the parties.

7. The owner of each dwelling unit shall maintain property insurance in an amount adequate to pay for his or her share of replacing or repairing the party wall or any other common aspect, including but not limited to utilities, water, sanitary sewers, easements, and the driveway, in the event that it is damaged or destroyed. The owner of each dwelling unit shall coordinate his or her insurance policy on the premises with the owner of the other dwelling unit in order to ensure that there is adequate coverage for the party wall and all other common aspects, including but not limited to utilities, water, sanitary sewers, storm sewers, easements, and the driveway. The owner of each dwelling unit shall be insured to the extent of his or her interest in the party wall or other common aspect on any insurance policy held by the owner of the other dwelling unit. In addition, the mortgage of each dwelling unit, if any, shall be designed as an insured to the extent of the party wall and all other common aspects, including but not limited to utilities, water, sanitary sewers, storm sewers, easements, and the driveway of the building. In the event of damage or destruction to the party wall or any other common aspect, including but not limited to utilities, water, sanitary sewers, storm sewers, easements, and the driveway, that portion of the insurance proceeds required to repair or replace said party wall or other common aspects shall be paid over to the mortgagee of each respective dwelling unit and shall be distributed by the mortgagee as required to make the repairs or replacement. The mortgagee of this property may also file any document necessary to preserve the restrictive covenants or the limitations of Iowa Code §614.24 (2009) as that Section may be amended from time to time. Invalidity of any portion of these covenants and restrictions shall not affect any of the remaining covenants herein.

8. If a common wall is destroyed or damaged by fire or other casualty or by physical deterioration, any owner who has used the wall may restore it, and shall have an easement over the adjoining dwelling unit for purposes of making such restoration, and the adjoining owner shall contribute to the cost of restoration thereof on an equal basis without prejudice, however, to the right of any such owner to call for a larger contribution from the owners under any rule of law regarding liability for willful acts or omissions.

9. If any portion of a dwelling unit on any lot shall actually encroach upon any other lot, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the owner of the encroaching dwelling unit to the extent of such encroachment so long as the same shall exist.

10. Each owner of a dwelling unit agrees to indemnify and to hold harmless the owner of an adjoining dwelling unit for any mechanic's lien arising from work done or materials supplied to make repairs or replacements for which said owner is responsible.

11. In the event of any dispute arising concerning any of the provisions of these covenants, each party shall choose one arbitrator, and such arbitrator shall choose one additional arbitrator, and the decision of the majority of all the arbitrators shall be final and conclusive at the question presented. If either party refuses or fails to promptly appoint an arbitrator, the same may be appointed by any judge of the District Court of Iowa in and for Linn County. Arbitration shall be in accordance with the rules of the American Arbitration Association, and the costs thereof shall be shared equally by the parties.



12. No lot or dwelling unit shall be used except for residential purposes, and the titleholder of each lot vacant or improved shall keep his or her lot free of weeds and debris and shall keep the lawn mowed and in good repair. No obnoxious or offensive activity shall be conducted on any lot or dwelling unit, nor shall anything be done thereon which may be an annoyance or nuisance to the other owners. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept outside a garage or dwelling unit. No pets shall be kept in or on the premises except for dogs, cats, and other common household pets, provided that they are not kept or maintained for any commercial purpose. Each owner shall be responsible for lawn care and snow removal on their lot.

13. No fences or other structures may be built or maintained in front of the front line of the dwelling extended to the side numbered lot or dwelling unit lines. All fences shall be white vinyl, cedar or black poly-covered chain link, unless otherwise approved by Owner. No fence shall be constructed using green treated wood material. All fences shall be at least four feet in height and shall not exceed six feet in height. No fence shall be erected or maintained on the above-described real estate until an application for approval has been submitted to, and approved by, the Owner or its nominee as herein after provided and the City of Fairfax through its fence permitting process.

The application for approval shall include completed plans and specifications for the proposed construction. The Owner or its nominee shall approve or disapprove the application within a period of thirty (30) days. The approval shall be at the Owner's sole and absolute discretion and Owner shall not be liable to any person for the granting or refusal to grant it approval. Any exception to any restriction contained herein must be in writing and recorded with the Linn County, Iowa Recorder.

14. Any owner shall have the right to enforce, by any proceeding at law or in equity, all of the restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration subject to the provisions for arbitration set forth above.

15. These restrictive covenants shall not be binding upon any lot so long as title thereto remains in Iowa Lot Development, LLC. The approval required of the Developer under the terms of these Covenants shall be exercised by Iowa Lot Development, LLC, or such person or entity as it may designate in writing. Any reference in these Covenants to Developer shall refer to Iowa Lot Development, LLC or such person or entity as it may designate in writing. Whenever these Covenants require or allow the approval of Developer, such approval shall be at the discretion of Developer in the reasonable exercise of its best judgment and the Developer shall not be liable to any person for the granting or refusal to grant its approval hereunder. The Developer hereby reserves the right to enter into agreements with the owner of any lot or lots (without the consent of owners of other lots in or owners of adjoining or adjacent property) to waive or deviate from any or all of the covenants set forth herein or to revise or amend these Covenants.

16. These Covenants are a supplement to and an amendment to those certain "Restrictive Covenants" recorded in the subdivision documents for Heartland Heights Third Addition in the City of Fairfax, Linn County, Iowa recorded in Book 11409, Page 470-507, records of the Linn County, Iowa Recorder's Office (the "Original Covenants"). To the extent of any inconsistency between these Covenants and the Original Covenants, these Covenants shall control.

Signed this 16<sup>th</sup> day of September, 2025.

IOWA LOT DEVELOPMENT, LLC

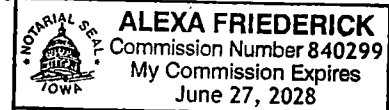
By: Bruce G. Sevig  
Bruce G. Sevig, Member-Manager

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

STATE OF IOWA; COUNTY OF LINN ) ss:

This instrument was acknowledged before me on September 16, 2025 by Bruce G. Sevig, as Member-Manager of Iowa Lot Development, LLC.

Alexa Friederick  
NOTARY PUBLIC – STATE OF IOWA  
My commission expires June 27, 2028



STATE OF IOWA; COUNTY OF LINN ) ss:

This instrument was acknowledged before me on September 16, 2025 by Shane A. Schrader, as Member-Manager of Iowa Lot Development, LLC.

Alexa Friederick  
NOTARY PUBLIC – STATE OF IOWA  
My commission expires June 27, 2028

