Doc ID: 032354480035 Type: GEN
Kind: SUBDIVISION
Recorded: 09/25/2024 at 09:05:13 AM
Fee Amt: $177.00 Page 1 of 35
Johnson County Iowa
Kim Painter County Recorder
BK6597 PG276-310

cc

Recorder's Cover Sheet

Document: Lienholder's Consent to Plat

Preparer Information:
Marty L. Stoll
Shuttleworth & Ingersoll, P.L.C.
235 6th Street SE
Cedar Rapids, IA 52401
319-365-9461

Taxpayer Information:
(Send Tax Statements to:)
Forrest Ridge, LLC
101 1st street
Palo, IA 52324

Return Document To:
Forrest Ridge LLC
101 1st street
Palo, IA 52324

Grantors: **Forrest Ridge, LLC**

Grantees: **Hiawatha Bank & Trust Company**

Legal Description: The East Half of the Southeast Quarter (Excepting One Acre in the Southeast corner thereof formerly used for school purposes) All in Section 6, Township 81, North, Range 7 West of the 5th P.M., Johnson County, Iowa

Document or instrument number of previously recorded documents:
Book 6310, Page 746
Book 6570, Page 110

PLEASANT HILL FIRST ADDITION
IN THE CITY OF SWISHER, JOHNSON COUNTY, IOWA

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: That Forrest Ridge, LLC, the owner of all the land included in PLEASANT HILL FIRST ADDITION IN THE CITY OF SWISHER, JOHNSON COUNTY, IOWA, has caused a survey and subdivision of said land to be made, the lots and streets to be marked, named and numbered, as shown on a plat and the certificate of Stephen M. Scott, licensed Professional Land Surveyor, both of which documents are attached hereto, to the end that the same may be recorded and hereafter designated and known as PLEASANT HILL FIRST ADDITION IN THE CITY OF SWISHER, JOHNSON COUNTY, IOWA.

And the said, Forrest Ridge, LLC, being the owner hereby acknowledges the subdivision of said land to be by its free consent and in accordance with its desires, and does hereby set apart and dedicate to the public use as public highways forever, all land included in the streets only as shown on said plat and/or described in said certificate and does also dedicate to the public easements for purposes shown on said plat.

WITNESS our hands this 9 day of September, 2024

Forrest Ridge, LLC

Mark J. Ralston, Member

STATE OF IOWA, LINN COUNTY, ss:

This instrument was acknowledged before me on this 9 day of September, 2024, by Mark J. Ralston, as Member of Forrest Ridge, LLC.

Rachel Ries

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
RACHEL RIES
Commission Number 816141
My Commission Expires
April 1, 2025

SURVEYOR'S CERTIFICATE

PLEASANT HILL FIRST ADDITION IN THE CITY OF SWISHER, JOHNSON COUNTY, IOWA, is a subdivision of part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 81 North, Range 7 West of the Fifth Principal Meridian, City of Swisher, Johnson County, Iowa, described as follows:

Commencing at the Southeast Corner of Section 6, Township 81 North, Range 7 West of the Fifth Principal Meridian; thence N0°52'33"W along the east line of the Southeast Quarter of said Section 6, a distance of 264.01 feet to the Northeast Corner of a parcel described in a warranty deed found at book 6305, page 113, Office of the Recorder, Johnson County, Iowa, and the point of beginning; thence continuing N0°52'33"W along said east line, 772.31 feet; thence S89°07'27"W, 219.98 feet; thence S0°52'33"E, 90.19 feet; thence S89°07'27"W, 218.16 feet; thence N81°53'56"W, 82.09 feet; thence N53°12'44"W, 409.21 feet; thence N75°32'15"W, 83.15 feet; thence S89°19'22"W, 215.00 feet; thence S0°40'38"E, 66.41 feet; thence S89°19'22"W, 183.02 feet to the west line of the Southeast Quarter of said Southeast Quarter; thence S0°40'38"E along said west line, 300.00 feet; thence N89°19'22"E, 183.02 feet; thence S0°40'38"E, 34.63 feet; thence N89°19'22"E, 140.29 feet; thence S40°42'30"E, 463.93 feet; thence S24°59'38"E, 80.00 feet; thence S16°45'32"E, 80.00 feet; thence S5°51'20"E, 80.00 feet; thence S1°07'24"E, 248.28 feet to the south line of said Southeast Quarter; thence N88°45'54"E along said south line, 474.68 feet to the Southwest Corner of said parcel described at book 6305, page 113; thence N0°52'33"W, 264.00 feet to the Northwest Corner of said parcel; thence N88°45'54"E, 165.00 feet to the point of beginning.

Said parcel contains 20.77 acres, subject to easements and restrictions of record.

For a more definite location and description, reference is made to a Final Plat attached hereto and made a part hereof.

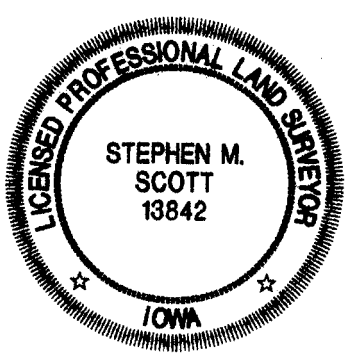
Said PLEASANT HILL FIRST ADDITION IN THE CITY OF SWISHER, JOHNSON COUNTY, IOWA is divided into thirty-seven (37) lots, numbered consecutively from one (1) to thirty-five (35), all inclusive, and Lot A and Lot B. The number or letter of the Lot is designated on the Final Plat by a figure near the center of the lot. The dimensions of the lot, the width of the street and the distances from the lines and corners of the United States public land survey system and/or recorded subdivisions are shown in feet and decimals thereof on said Final Plat.

Lot areas are provided pursuant to the provisions of Section 354.6, Paragraph 3, Code of Iowa, and appear on said Final Plat.

Survey monumentation has been confirmed or will be established pursuant to Section 355.6, Code of Iowa, and details of said monumentation are depicted in the Legend of said Final Plat. All monumentation shall be placed within one year from the date the subdivision is recorded.

I, Stephen M. Scott, do hereby certify that this land surveying document was prepared and the related survey work was performed by me and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

Executed at Cedar Rapids, Iowa, this 12th day of September, 2024.



Stephen M. Scott, P.L.S. No. 13842
My License Renewal date is December 31, 2024

TREASURER'S CERTIFICATE

STATE OF IOWA)
)SS:
COUNTY OF JOHNSON)

I, Scott Finlayson, Treasurer of Johnson County, Iowa, hereby certify that the land described on PLEASANT HILL FIRST ADDITION IN THE CITY OF SWISHER, JOHNSON COUNTY, IOWA and described as follows:

Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 81 North, Range 7 West of the Fifth Principal Meridian, City of Swisher, Johnson County, Iowa, described as follows:

Commencing at the Southeast Corner of Section 6, Township 81 North, Range 7 West of the Fifth Principal Meridian; thence N0°52'33"W along the east line of the Southeast Quarter of said Section 6, a distance of 264.01 feet to the Northeast Corner of a parcel described in a warranty deed found at book 6305, page 113, Office of the Recorder, Johnson County, Iowa, and the point of beginning; thence continuing N0°52'33"W along said east line, 772.31 feet; thence S89°07'27"W, 219.98 feet; thence S0°52'33"E, 90.19 feet; thence S89°07'27"W, 218.16 feet; thence N81°53'56"W, 82.09 feet; thence N53°12'44"W, 409.21 feet; thence N75°32'15"W, 83.15 feet; thence S89°19'22"W, 215.00 feet; thence S0°40'38"E, 66.41 feet; thence S89°19'22"W, 183.02 feet to the west line of the Southeast Quarter of said Southeast Quarter; thence S0°40'38"E along said west line, 300.00 feet; thence N89°19'22"E, 183.02 feet; thence S0°40'38"E, 34.63 feet; thence N89°19'22"E, 140.29 feet; thence S40°42'30"E, 463.93 feet; thence S24°59'38"E, 80.00 feet; thence S16°45'32"E, 80.00 feet; thence S5°51'20"E, 80.00 feet; thence S1°07'24"E, 248.28 feet to the south line of said Southeast Quarter; thence N88°45'54"E along said south line, 474.68 feet to the Southwest Corner of said parcel described at book 6305, page 113; thence N0°52'33"W, 264.00 feet to the Northwest Corner of said parcel; thence N88°45'54"E, 165.00 feet to the point of beginning.

Said parcel contains 20.77 acres, subject to easements and restrictions of record.

is free from certified taxes and certified special assessments or that the land is free from certified taxes and that the certified special assessments are secured by bond in compliance with Section 354.12 Code of Iowa as shown by records of this office.

Iowa City, Iowa, this 11 day of Sept, 2024

0306476001

Scott Finlayson or designee
Treasurer of Johnson County, Iowa

CERTIFICATE OF COUNTY AUDITOR

Approval of Subdivision Plat Name by Johnson County Auditor

The Johnson County Auditor's Office has reviewed the final plat name of:

PLEASANT HILL FIRST ADDITION IN THE CITY OF SWISHER, JOHNSON COUNTY, IOWA

and has determined that it is a succinct and unique name for the subdivision contained herein, pursuant to Iowa Code S354.6(2) and S354.11(6). The subdivision name or title is approved **for the subdivision containing the following described real estate located in Johnson County, Iowa:**

Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 81 North, Range 7 West of the Fifth Principal Meridian, City of Swisher, Johnson County, Iowa, described as follows:

Commencing at the Southeast Corner of Section 6, Township 81 North, Range 7 West of the Fifth Principal Meridian; thence N0°52'33"W along the east line of the Southeast Quarter of said Section 6, a distance of 264.01 feet to the Northeast Corner of a parcel described in a warranty deed found at book 6305, page 113, Office of the Recorder, Johnson County, Iowa, and the point of beginning; thence continuing N0°52'33"W along said east line, 772.31 feet; thence S89°07'27"W, 219.98 feet; thence S0°52'33"E, 90.19 feet; thence S89°07'27"W, 218.16 feet; thence N81°53'56"W, 82.09 feet; thence N53°12'44"W, 409.21 feet; thence N75°32'15"W, 83.15 feet; thence S89°19'22"W, 215.00 feet; thence S0°40'38"E, 66.41 feet; thence S89°19'22"W, 183.02 feet to the west line of the Southeast Quarter of said Southeast Quarter; thence S0°40'38"E along said west line, 300.00 feet; thence N89°19'22"E, 183.02 feet; thence S0°40'38"E, 34.63 feet; thence N89°19'22"E, 140.29 feet; thence S40°42'30"E, 463.93 feet; thence S24°59'38"E, 80.00 feet; thence S16°45'32"E, 80.00 feet; thence S5°51'20"E, 80.00 feet; thence S1°07'24"E, 248.28 feet to the south line of said Southeast Quarter; thence N88°45'54"E along said south line, 474.68 feet to the Southwest Corner of said parcel described at book 6305, page 113; thence N0°52'33"W, 264.00 feet to the Northwest Corner of said parcel; thence N88°45'54"E, 165.00 feet to the point of beginning.

Said parcel contains 20.77 acres, subject to easements and restrictions of record.

Erin Shane, Johnson County Auditor

9/6/24
Date

(seal)

PREPARED BY/RETURN TO: MARTY L. STOLL, SHUTTLEWORTH & INGERSOLL, P.L.C., P.O. Box 2107, Cedar Rapids, IA 52406-2107, (319) 365-9461

LIENHOLDER'S CONSENT TO PLAT

Hiawatha Bank & Trust Company is the holder of:

A. Open-End Real Estate Mortgage (and Fixture Filing) dated November 12, 2021 and filed November 15, 2021 in Book 6310, Page 746 of the records of the Johnson County Recorder.

B. Open-End Real Estate Mortgage (and Fixture Filing) (For Consumer or Business Mortgage Transactions) dated June 17, 2024 and filed June 17, 2024 in Book 6570, Page 110 of the records of the Johnson County Recorder.

By execution hereof, Hiawatha Bank & Trust Company states that the plat known as Pleasant Hill First Addition in the City of Swisher, Johnson County, Iowa is prepared with its free consent and in accordance with its desire and that all areas, if any, of such plat dedicated to the public for streets are released from the lien(s) of such Mortgage(s) without, however, releasing or in any way affecting the lien(s) of such Mortgage(s) as to the balance of the property covered thereby.

Dated: September 13, 2024.

HIAWATHA BANK & TRUST COMPANY

By: _____
Trevor Norman, Executive Vice President

STATE OF IOWA)
) ss:
COUNTY OF LINN)

This instrument was acknowledged before me this 13 day of September, 2024 by Trevor Norman as Executive Vice President of Hiawatha Bank & Trust Company.

_____
Notary Public

TISHA R LAMMERS
Commission Number 834075
My Commission Expires
08/30/2027

ARTICLES OF INCORPORATION
OF
PLEASANT HILL HOMEOWNERS' ASSOCIATION, INC.

The undersigned, acting as incorporator of a corporation under the Revised Iowa Nonprofit Corporation Act under Chapter 504 of the 2024 Code of Iowa, adopts the following Articles of Incorporation for such corporation:

ARTICLE I
NAME

The name of this corporation shall be PLEASANT HILL HOMEOWNERS' ASSOCIATION, INC., and it is incorporated under Chapter 504 of the 2024 Code of Iowa.

ARTICLE II
PURPOSE AND POWERS

A. The purpose of the corporation is to provide an entity for the management of certain of the affairs of lot owners included in Pleasant Hill Addition located in the City of Swisher, Johnson County, Iowa.

B. The purpose of the corporation is not for private profit or gain, and no part of the corporation's activities shall consist of carrying on political propaganda or otherwise attempting to influence legislation, and the corporation is expressly prohibited from making any distributions of income to its members, directors or officers, although members, directors or officers may be reimbursed for expenses incurred while conducting the affairs of the corporation. No dividends shall be paid to members at any time.

ARTICLE III
REGISTERED OFFICE AND AGENT

The address and initial registered office of the corporation is 100 First Street, Palo, Iowa 52324 and the name of its initial registered agent at such address is Mark Ralston.

ARTICLE IV
BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Corporation is one (1), and the name and address of the person who is to serve as the initial director is:

Mark Ralston	100 First Street Palo, IA 52324

A Director may be removed from office at a Special Meeting of the members of the Corporation in such manner as may be provided by the Bylaws.

ARTICLE V
INCORPORATOR

The name and address of the incorporator is:

Mark Ralston 100 First Street
Palo, IA 52324

ARTICLE VI
BYLAWS

The initial Bylaws of the corporation shall be adopted by its Initial Board of Directors; thereafter, the power to alter, amend or repeal the Bylaws or adopt new Bylaws is reserved to the members of the corporation.

ARTICLE VII
MEMBERS AND VOTING

The corporation shall have members.

ARTICLE VIII
LIMITATION OF LIABILITY

No Director, officer, or member of the corporation shall, as such, be liable for the corporation's debts or obligations and no Director, officer, or member shall be personally liable as such, for any claim based upon an act or omission of such person performed in the discharge of such person's corporate duties except liability for any of the following: the amount of any financial benefit for which the person is not entitled; an intentional infliction of harm on the corporation and its members, if any; a violation of Iowa Code Section 504.834, which prohibits the lending of money to or the guarantee of the obligation of a Director or an officer; and an intentional violation of criminal law or as otherwise provided in Chapter 504 of the Iowa Code. If the Act or Iowa law is amended or modified after the effective date hereof to mandate or permit the further elimination or limitation of the liability of the corporation's Directors, officers, or members, then the liability of the corporation's Directors, officers or members shall be so eliminated or limited to the full extent then permitted.

ARTICLE IX
PROHIBITIONS

The Corporation is not organized for profit. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any director or officer of the Corporation, or any private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and no director or officer of the Corporation, or any private individual, shall be entitled to share in the distribution of any assets of the Corporation on dissolution of the Corporation. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any

activity not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, as amended, or corresponding provisions of any later federal tax laws or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, as amended, or corresponding provisions of any later federal tax laws.

ARTICLE X
DISSOLUTION

Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, transfer any remaining assets of the Corporation exclusively for the purposes of the Corporation in such a manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes, or the appropriate governmental subdivision of the State of Iowa pursuant to any contract entered into by and between the Corporation and the governmental subdivision of the State of Iowa as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law), as the Board of Directors shall determine or as set forth in the Bylaws. Any such assets not so disposed of shall be disposed of by the Iowa District Court in and for Linn County, exclusively for such purposes or to such organization or organizations as said Court shall determine which are organized and operated exclusively for such purposes.

Mark Ralston, Incorporator

PREPARED BY/RETURN TO: MARTY L. STOLL, SHUTTLEWORTH & INGERSOLL, P.L.C., P.O. Box 2107, Cedar Rapids, IA 52406-2107, (319) 365-9461

RESTRICTIVE COVENANTS

The undersigned Developer, being the owner in fee of Lots 1 through 35 ("Lots"), in PLEASANT HILL ADDITION IN THE CITY OF SWISHER, JOHNSON COUNTY, IOWA ("Plat"), in order to establish and maintain the residential character of said Lots; to make provision for the maintenance, repair and replacement of common areas, if any in the Plat, does hereby declare, covenant and agree with the persons who may hereafter purchase a Lot, or any right, title or interest therein, of any nature whatsoever, regardless of the manner by which such ownership or interest was acquired, that each Lot is subject to the following covenants:

1. Each Lot shall be known, described and used solely as a residential lot, and no structures shall be erected on the Lot other than one detached single family dwelling not to exceed two stories in height with no less than a two car garage, provided, however, that the restrictions of this and subsequent paragraphs shall not prohibit the erection or development of a contemporary styled tri-level (split level) dwelling.

2. No buildings shall be erected on a Lot nearer than twenty-five (25) feet to, nor farther than forty (40) feet from the front lot line, nor nearer than fifteen (15) feet to any side lot lines.

3. No Lot may be further subdivided after the date of the recordation of these restrictive covenants.

4. No trailer, basement, tent, shack, garage, barn or other out building erected on a Lot shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

5. No structure of any kind may be moved onto a Lot. No modular dwelling structures of any kind may be used or built on a Lot. No structure may be made of any material which is not new. No building shall be erected on a Lot unless the design and location is in harmony with existing structures and locations in the tract and does not violate any restrictive covenants.

In no case, will any dwelling be permitted on a Lot which has finished above grade living area of less than 1500 square feet in the case of a one story structure, of less than 2000 square feet in the case of a 1 or 2 story structure or less than 1800 square feet in the case of a split level. Nor will any dwelling be permitted unless such dwelling or Lot owner meets the following requirements:

A. Each dwelling must be constructed of wood using 2x6 construction. It must have, on its exterior façade which faces the street, a bricked or stone area of at least 100 square feet in size which bears the address number of the dwelling. Its construction must be completed within twelve (12) months of the commencement date of construction.

B. Prior to commencing construction on a Lot, the Lot owner must deliver to the Developer a complete copy of the plans for the dwelling to be built on the Lot, in such detail as is required by Developer, not less than fifteen (15) days prior to the start of construction. No Lot owner may commence construction until the Lot owner has received approval, in writing, of the plans from the Developer. Such plans shall include the identity(ies) of any contractor(s) which the Lot owner intends to use. In order to assure the timely, proper and orderly development of the Plat for the benefit of the Developer and the Lot owners and to better preserve the value of the Plat, Developer reserves the right to, in its sole discretion, disapprove: (a) any plans which call for a dwelling which is not in keeping with these covenants or (b) any plans which include in the list of contractor(s) any contractors who: (i) do not have the financial capacity to perform the construction work; (ii) do not have the required experience in constructing such dwellings as are required hereunder; (iii) do not have a business reputation which exceeds generally accepted commercial standards or (ii) based on Developer's knowledge or prior experience are not likely to work harmoniously and cooperate with the Developer and/or other contractors and/or other lot owners in the construction and development of a Lot. Developer may at any time yield up his rights to review and approve plans. If Developer does so, the Owners' Association shall have the obligation to review plans and otherwise act pursuant to this paragraph 5B.

C. Solar Panels will only be permitted on the roof of a dwelling if approved in advance by the Developer.

6. The titleholder of the Lot, vacant or improved, shall keep his/her Lot free of weeds and debris. It is the responsibility of the Lot owner to install and maintain silt fences during the construction process until vegetation is properly established as per Johnson County, Iowa and City of Swisher, Iowa ordinance.

7. No noxious or offensive trade shall be carried on upon a Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No dog compound, enclosure, shelter, storage outbuilding, playhouse, or wood pile for firewood shall be constructed, used or maintained within ten feet of any lot line nor shall they exceed eight feet in height on the Lot, and all exterior dog kennels or hobby farms for fresh eggs for personal use must be approved in advance by the Developer.

9. No trucks larger than (one) 1 ton pickup truck shall be maintained, parked or kept overnight for any purpose on the Lot.

10. No vans, motor homes, trucks, boats, recreation vehicles shall be maintained, parked, or kept for more than a 48 hour period on the street, driveways, or on the lot for any purpose during any one week period (seven consecutive days).

11. A perpetual easement is reserved along the lot lines of each Lot as shown by the

Plat for storm water drainage and utility installation and maintenance. There shall be no obstructions upon or under the property covered by these easements, so that access is available for any equipment and/or persons necessary for the construction, reconstruction or maintenance of said utilities and/or drainage ways.

12. Fences are permitted but no wood or galvanized fences are allowed, and fences are permitted only if a permit is obtained from the City of Swisher, Iowa.

13. Antennas are permitted if they are attached to a permanent structure and do not extend more than eight feet above the peak of the home. High-definition or weblink satellite TV dishes in excess of 30 inches in diameter and all other antennas or satellite TV dishes in excess of 24 inches in diameter, poles for radios, and windmills are prohibited.

14. Above ground and in-ground swimming pools, spas, and hot tubs shall have the permit, barrier, and fencing required by the City of Swisher, Iowa, and Johnson County, Iowa, and shall be noted on the Lot owner's property insurance.

15. Ownership of a Lot shall automatically invoke membership of the lot owner in the Pleasant Hill Homeowners' Association, Inc., an Iowa non-profit corporation, ("Owners' Association"). The purposes of the Owners' Association shall be: (a) to protect the residential quality of the property included in the Plat; and (b) to maintain, repair and replace common areas of the Plat, if any. The owner of a Lot shall be responsible for cost of the maintenance, repair and replacement and such other expenses as are specified in the Bylaws of the Owners' Association and herein ("Expenses") equal to: (a) a fraction the numerator of which will be one and the denominator of which will be the number of Lots in the Plat times (b) the Expenses. The Owners' Association shall have the power to levy assessments including both special and regular. Regular assessments shall generally be used to make, build and replenish cash reserves for the operation of the Owners' Association, the purchase of items such as insurance coverage if deemed necessary by the Owners' Association, the payment of real estate taxes, and for any other reasonable and valid purpose. Special assessments may be made for capital expenditures as deemed necessary by the Owners' Association, in its sole discretion. Any assessment not paid within 30 days of its delivery to an owner shall accrue interest from the date of delivery of the notice at the rate of 10% per annum. If the assessment remains unpaid, the Owners' Association may cause a lien to be filed against the lot of the owner failing to make the payment. The Owners' Association shall be entitled to collect an administrative charge of $250 to cover the cost of filing any such lien. In addition, the defaulting lot owner shall be responsible to pay the costs incurred by the Owners' Association in seeking collection of the assessment and/or the administrative charge including reasonable attorneys' fees and expenses (a) at the time of the initial purchase of a Lot from the Developer, the purchaser shall pay $100 to the Owners' Association to assist the Owners' Association with its expenses before any assessments are made by the Owners' Association and (b) each Lot owner shall also pay $250 annually to the Owners' Association to assist the Owners' Association with its expenses notwithstanding any assessments made by the Owners' Association. For so long as a Lot is owned by the Developer it shall not be subject to assessment by the Owners' Association.

Membership in the Owners' Association shall automatically cease upon termination of an owner's interest in a Lot. Whenever a vote or other action of the Lot owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Owners' Association, its Articles of Incorporation, and Bylaws.

16. These covenants are to run with the land included in the Plat and are binding upon the successors and assigns of the Developer and persons claiming under it until the date twenty-one (21) years after the recording of these covenants, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the

owners of the Lots, it is agreed to change the said covenants in whole or in part.

17. If the undersigned, or its heirs, successors or assigns shall violate or attempt to violate any of the covenants or restrictions herein, it shall be lawful for the Developer or any other person or persons owning any other of the 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 for such violation.

18. 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.

19. Ownership of a Lot shall automatically invoke membership in the Pleasant Hill Well Association, an Iowa non-profit corporation ("Well Association"), and each Purchaser of a Lot in the Well Association shall pay the Developer a $5,000.00 well hook-up fee at the time of the Lot purchase, which fee shall include a water meter that will be installed before drywall by Lot owner. The Water System within the Well Association is depicted on the attached HOA Exhibit – Water System attached hereto as Exhibit A.

20. The purpose of the Well Association shall be to own, maintain, control, and manage the common well and fire protection water tank(s), fix fees and assessments for the members, enforce any and all covenants, restrictions, and agreements, pay taxes and insurance premiums, if any, on the common well and fire protection water tank property, and do other acts that will promote the common benefit and enjoyment of the common well and fire protection water tank(s) by the members.

21. The owner of a Lot that is a member of the Well Association shall be responsible for the cost of such expenses as are specified in the Bylaws of the Well Association equal to: (a) a fraction the numerator of which will be one and the denominator of which will be the number of Lots in the Well Association times (b) the expenses.

22. The Well Association shall have the power to levy assessments including both special and regular. Regular assessments shall generally be used to make, build, and replenish cash reserves for the operation of the Well Association, the purchase of items such as insurance coverage if deemed necessary by the Well Association, the payment of real estate taxes, and for any other reasonable and valid purpose. Special assessments may be made for capital expenditures deemed necessary by the Well Association, in its sole discretion. Any assessment not paid within thirty (30) days of its delivery to an owner shall accrue interest from the date of delivery of the notice at the rate of 10% per annum. If the assessment remains unpaid, the Well Association may cause a lien to be filed against the lot of the owner failing to make the payment. The Well Association shall be entitled to collect an administrative charge of $250 to cover the cost of filing any such lien. In addition, the defaulting lot owner shall be responsible to pay the costs incurred by the Well Association and seeking collection of the assessment and/or the administrative charge including reasonable attorney's fees and expenses. For so long as a Lot is owned by the Developer, it shall not be subject to assessment by the Well Association. Membership in the Well Association shall automatically cease upon termination of an owner's interest in a Lot.

23. Whenever a vote or other action of the Lot owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Well Association, its Articles of Incorporation, and Bylaws.

24. The Well Association shall have the exclusive right to provide water services to the Lots in Pleasant Hill. None of the owners of the Lots shall have the right to drill a well and provide their own water service.

25. Each owner of a Lot in the Well Association shall be required to report the water meter reading to Developer on a quarterly basis and pay for water used according to a rate schedule to be provided by Developer and updated from time to time. The initial computation of the rates shall be utilized as follows:

- $60.00 quantity fee for the first 1,000 gallons of water used during the quarter
- $10.00 for every additional 1,000 gallons of water thereafter used during the quarter
- The water rate shall be raised and lowered pro rata annually in accordance with the charges utilized in development

There will be a minimum quantity water service billing of $60.00 per quarter per Lot.

26. Lot owners will be solely liable for frozen water lines where soil has been removed from above water mains and lines.

27. There will be a service charge to locate, fix, lower, or raise any curb boxes. Curb boxes must be visible after the yard is finished. Damage to curb boxes or meters by parties using the service or parties under the care, custody, direction, or control of such parties shall be charged to the user.

28. The Well Association shall not be responsible for providing soft water or for reducing the mineral or iron count of the water in the water system.

29. SUPPLY OF WATER. Upon completion of the well or wells, plant, chemical treatment facilities, if any, storage and distribution facilities, and water mains, the Well Association agrees to supply the owners of the Lots who have paid the connection fees as provided herein at least 200 gallons of water per day. The water shall be satisfactory for domestic use under adequate pressure at tap or water outlets. Such water shall meet the quality and purity tests recommended by the "Public Health Drinking Water Standards" as promulgated by the United States Department of Health. The Well Association shall keep records of all tests conducted in connection with the Water System, and the records shall be available for inspection by the State Department of Health of the State of Iowa and the owners of the Lots that are connected to the Water System. The Water Association shall have the water analyzed as frequently as is required by the State Department of Health of the State of Iowa.

30. No structure or facility of any kind may be erected on a Lot within the Well Protection Separation Distances noted on the attached Exhibit B.

31. A perpetual easement is reserved as shown in the Plat for fire protection water tank(s) as required by the City of Swisher, Iowa. No obstructions shall be permitted, so that access is available for any equipment and/or persons necessary for inspections, use, maintenance, repairs, or replacement of said tank(s).

32. Developer, its successors and assigns, reserve the right to expand the responsibilities of the Owners' Association and Well Association to include other subdivisions and water systems located adjacent to or in the vicinity of the Plat.

DATED 7-13-2024, 2024

FORREST RIDGE L.L.C.

By: _____

MARK RALSTON, MEMBER AND MANAGER

STATE OF IOWA)
) ss:
COUNTY OF LINN)

RACHEL RIES
Commission Number 816141
My Commission Expires
April 1, 2025

This instrument was acknowledged before me this 13 day of September, 2024 by Mark Ralston as Member/Manager of Forrest Ridge L.L.C.

Rachel Ries
Notary Public

ARTICLES OF INCORPORATION
OF
PLEASANT HILL WELL ASSOCIATION

I, the undersigned person, acting as incorporator of a corporation organized under the Revised Iowa Nonprofit Corporation Act, Chapter 504 of the Iowa Code, as last amended, hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I

Name and Principal Office

The corporation shall be known as Pleasant Hill Well Association (the "Corporation") and its principal offices shall be located in Johnson County, Iowa.

ARTICLE II

Corporate Existence

The existence of the Corporation shall commence upon the filing of these Articles of Incorporation and it shall have perpetual duration.

ARTICLE III

Purposes and Powers

(A) The Corporation is organized and shall operate for the purpose set forth below relating to the common well and fire protection water tank(s) located at _____, Swisher, Johnson County, Iowa (the "Common Well"):

(1) owning, maintaining, controlling, and managing the Common Well, well lines, distribution lines, and fire protection water tank(s);

(2) fixing fees and assessments for the members ("Members") for the Common Well;

(3) enforcing any and all covenants, restrictions, and agreements;

(4) paying taxes and insurance premiums, in any, on the Common Well property; and

(5) insofar as permitted by law, to do other acts that in the opinion of the Board of Directors of the Corporation will promote the common benefit and enjoyment of the Common Well by Members.

(B) The purposes of the Corporation are exclusively not for private profit or gain and no part of its activities shall consist of carrying on political propaganda or otherwise attempting to influence legislation, and the Corporation shall make no distribution of income to its members, directors, or officers.

(C) The Corporation shall, additionally, have unlimited power to engage in, and to do any lawful act concerning any or all lawful business for which corporations may be organized under the Iowa Nonprofit Corporation Act.

ARTICLE IV

Registered Office and Agent

The address of the initial registered office of the corporation is 100 First Street, Palo, IA 52324, and the name of the registered agent at the above address is Mark Ralston.

ARTICLE V

Board of Directors

The number of directors constituting the initial Board of Directors of the corporation is one (1) and the name and address of the person who is to serve as the initial director is:

Name	Address
Mark Ralston	100 First Street Palo, IA 52324

The number of directors may be increased or decreased from time to time as permitted by the Bylaws of the corporation. The initial Bylaws of the Corporation shall be adopted by its initial Board of Directors; thereafter, the power to alter, amend, or repeal the Bylaws or adopt new Bylaws is reserved to the Members.

ARTICLE VI

Private Property Exempt

The private property of this corporation shall be exempt from corporate debts.

ARTICLE VII

No Seal

The corporation shall have no seal.

ARTICLE VIII

Incorporator

The name and address of the incorporator is:

Mark Ralston	100 First Street Palo, IA 52324

ARTICLE IX

Distribution of Assets upon Liquidation

In the event of liquidation, assets, if any remain, shall be distributed to the Members pursuant to the Bylaws of the Corporation. Any distribution to the Members shall not be deemed to be a dividend or distribution of income.

DATED this 13 day of Sept, 2024.

Mark Ralston, Incorporator

Subscribed and sworn to before me by the above-named Mark Ralston, on this 13 day of September, 2024.

Notary Public in and for the State of Iowa.

NOTARIAL SEAL IOWA
RACHEL RIES
Commission Number 816141
My Commission Expires
April 1, 2025

BYLAWS OF
PLEASANT HILL WELL ASSOCIATION

These are the Bylaws of the Pleasant Hill Well Association, an Association organized for the purpose of owning, maintaining, controlling, assessing fees for, and otherwise managing the common wells and fire protection water tank(s) (the "Common Wells) located at _____, Swisher, Johnson County, Iowa.

I. MEMBERS AND VOTING RIGHTS

1. At this time, there shall be one (1) member ("Owner") of the Pleasant Hill Well Association (the "Association"). The Owner shall be the one owner of the following properties (each, a "Property" and, collectively, "Properties"), located in Johnson County, Iowa:

Lots 1 through 35, Pleasant Hill Addition in the City of Swisher, Johnson County, Iowa

Notwithstanding the foregoing, however, in the event a member who owns two lots builds two dwellings with one on each lot or ownership of the two lots is separated such that both lots that were formerly owned by one member are then owned by two separate unaffiliated owners, then each of the lots shall be a separate and distinct member. For example, and not in the way of limitation, in the event a dwelling is constructed on each of Lots 18 and 19 and/or Lots 18 and 19 are not owned in common, the owner of Lot 18 shall be a member and the owner of Lot 19 shall also be a member, with each owner responsible for all membership obligations.

Membership shall automatically cease upon termination of all interests which constitute a person an Owner. Whenever only one (1) spouse is a record titleholder, the other spouse shall be considered an Owner for the purposes of membership, and shall be bound by the provisions herein.

2. An Owner of record shall be recognized as a member without further action for so long as he/she holds an ownership interest. If ownership is acquired but not of record, or if acquired other than by way of conveyance, or other formal instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present the Board of Directors of the Association evidence satisfactory to it of facts evidencing lawful ownership status prior to exercise of any rights of membership in the Association. (Failure to provide such evidence shall not, however, relieve an Owner of his/her Ownership obligations.) A fiduciary or other official acting in the representative capacity shall exercise all membership rights and privileges of the Owner which he/she represents.

3. If more than one (1) person is the Owner of the same Property, all such Owners shall be members and remain jointly and severally liable for all membership obligations. A fiduciary or other official acting in a representative capacity shall exercise all membership rights and privileges of the Owner or property right in respect to which he or she is serving.

4. Provided the Owner is in good standing and all assessments have been paid, the Owner of each Property shall be entitled to the number of votes as reflected on Exhibit "A" on all matters to be determined by the members of the Association either as Owners or as Properties or

as contemplated by Chapter 499B of the Code of Iowa, as amended. The membership rights (including voting rights) of any Owner shall be suspended if such Owner shall have failed to pay when due any assessments or charges lawfully imposed upon the Owner's Property, or if the Owner shall have violated the restrictive covenants or any rule or regulations of the Board of Directors. Votes of a single Property shall not be divided.

5. Each Owner or lessee of his/her Property, as applicable, shall have a right to use and enjoy the Common Wells to serve one (1) dwelling, and may not overburden the Common Wells by adding additional dwellings or significantly increase such Owner's current use of the well. Significant increases in use of the Common Wells or the construction of additional dwellings may result in additional charges and/or the expense of redrilling the well which shall be assessed to the Owner to whom such increases are attributed.

6. For any action of the Owners, unless otherwise specified herein, each question before the Owners shall be decided by a majority vote.

II. BOARD OF DIRECTORS

The affairs of the Association shall be managed by the Board of Directors (Board). The initial Board shall consist of one (1) initial Director which shall be the Owner. The initial Director may appoint up to four (4) successor Directors. Thereafter, the Board may consist of up to four (4) Directors elected by the Owners. Directors must be Owners to be eligible to serve on the Board.

III. POWERS AND DUTIES OF THE BOARD

All of the powers and duties of the Association shall be exercised by the Board, including those existing under the common law and statutes, and the documents establishing the Association. Such powers and duties of the Board shall include but not be limited to the following:

1. To manage and maintain the common well, well lines, distribution lines, and fire protection water tank(s) located at _____, Swisher, Johnson County, Iowa (the "Common Well").

2. To enforce any and all covenants, restrictions, and agreements, including the Restrictive Covenants dated _____, 2024 and recorded _____, 2024 in Book ____, Page ____.

3. To pay taxes and insurance premiums on the Common Well property.

4. To conduct all votes or determinations of the Owners other than at a membership meeting. For all purposes herein, any decision of the Board shall be decided by a majority vote, unless otherwise provided herein.

5. To levy assessments against the Owner of each Property for said Property's share of the expenses of the Common Wells, for any damage caused by the Owner or the Owner's agents, employees, invitees, or guests and for any and all other amounts chargeable against a Property

Owner for the Common Well. When an Owner fails to pay the assessments when such assessments are due, such assessment shall constitute a lien against the Property and said assessment shall accrue interest from and after the due date until paid in full at the highest rate permissible by law. In addition, in any action to perfect the lien or to collect any unpaid assessments, the Owner shall be required to reimburse the Association for all costs and expenses incurred in connection with its enforcement activities including but not limited to attorney's fees.

6. To adopt such rules and regulations governing the use of the property as the Board deems reasonable or appropriate to govern the use and maintenance of the Common Well.

7. To do such other acts as are necessary and proper to affect the purpose of the Association, which are not otherwise prohibited.

8. To contract for the management of the Association and to delegate to such manager any or all powers and duties of the Association except such as are specifically required by the Bylaws or resolutions of the Owners to have approval of the Board of Directors or the membership of the Association.

9. To convey the Common Well to the City upon the request of the City.

IV. OFFICERS

1. The officers of the Association shall be the President, a Vice President, and a Treasurer and Secretary which offices shall be filled by one (1) person, all such officers shall be selected annually by the Board from the members of the Association. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Board, but subject at all times to the provisions of the Bylaws and to the control of the Board.

2. The President shall be the chief executive officer of the Association. He/She shall preside at all meetings of the Board.

3. The Vice President shall preside over the Board meetings in the absence or disability of the President, and shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President and shall generally assist the President and exercise such other powers and duties as are prescribed by the Board.

4. The Secretary and Treasurer, which shall constitute one (1) office, shall keep the minutes of all proceedings of Board meetings and shall have custody and control of the Minute Book of the Association and shall keep or be in charge and control of the records of the Association and additionally as Treasurer have control of the funds and other property of the Association and shall keep the financial books and records thereof.

5. Any instrument affecting an interest in real property may be executed by the President or Vice President and one (1) other officer upon authorization of the Board or in such manner as the Board may otherwise direct.

V. AMENDMENT

1. These Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a regular or special meeting of the members upon the affirmative vote of seventy-five percent (75%) of all votes entitled to be cast; provided, however, no amendment effecting a substantial change in these Bylaws shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment who does not join in the execution thereof and who does not approve said amendment in writing.

VI. MEMBERS' MEETINGS

1. Meetings of the members of the Association may be called for any purpose by a Owner.

2. Written or printed notice stating the place, day and hour of the meeting and the purpose for which said meeting is called, shall be delivered not less than five (5) or more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of any officer or any Owner. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his or her last known address. This notice requirement may be waived, in writing, by an Owner representing each Property.

3. A quorum at a members' meeting shall consist of a representative, either in person or by proxy, representing a majority of the Owners.

4. Annual meetings will be held on the second Wednesday in November each year.

VII. DEFINITIONS

Unless the context otherwise requires, the terms used herein shall have the meanings as follows:

1. Person. The term "person" shall include an individual, a corporation, or other legal entity or its representative.

2. Owner. The term "Owner" for purposes of these Bylaws shall mean any person who owns or holds for himself/herself an interest in one (1) or more Properties provided that the holder of a leasehold interest in a Property shall not be an Owner and further provided that the holder of an equitable interest shall be an Owner.

3. Singular, Plural and Gender. Whenever the context so permits or requires the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

VIII. MISCELLANEOUS PROVISIONS

1. The invalidity of any portion or provision of these Bylaws shall not affect the validity of the remaining provisions or portions hereof.

2. The Association shall not have and employ a corporate seal.

3. The Association may promulgate such Rules and Regulations as it deems to be in the best interests of all Owners.

4. No Owner shall have any power or authority to incur a mechanic's lien or other lien effective against the Common Well or any other common property except as the same may attach only against his/her interest therein.

IN WITNESS WHEREOF, these By-Laws are hereby adopted by the Board of Directors 9-13, 2024.

PLEASANT HILL WELL ASSOCIATION,
an Iowa non-profit corporation

BY: _____
Mark Ralston, Initial Director

Exhibit A

HOA EXHIBIT- WATER SYSTEM

PLEASANT HILL FIRST ADDITION

IN THE CITY OF SWISHER, JOHNSON COUNTY, IOWA

Water System Impacted Lots Summary

WATER STORAGE TANKS:
Lots 9/32
Lot 21

WELL 2" LINES (ROW):
Lots 33-35

WELL 2" LINES (EASEMENT):
Lot 10
Lots 14-20

WELLS:
Lots 9, 10, 32
Lots 20, 35

WELL HOUSE:
Lot 20

Refer to _____ for any conditions or restriction that may be applicable to the lots indicated on this exhibit

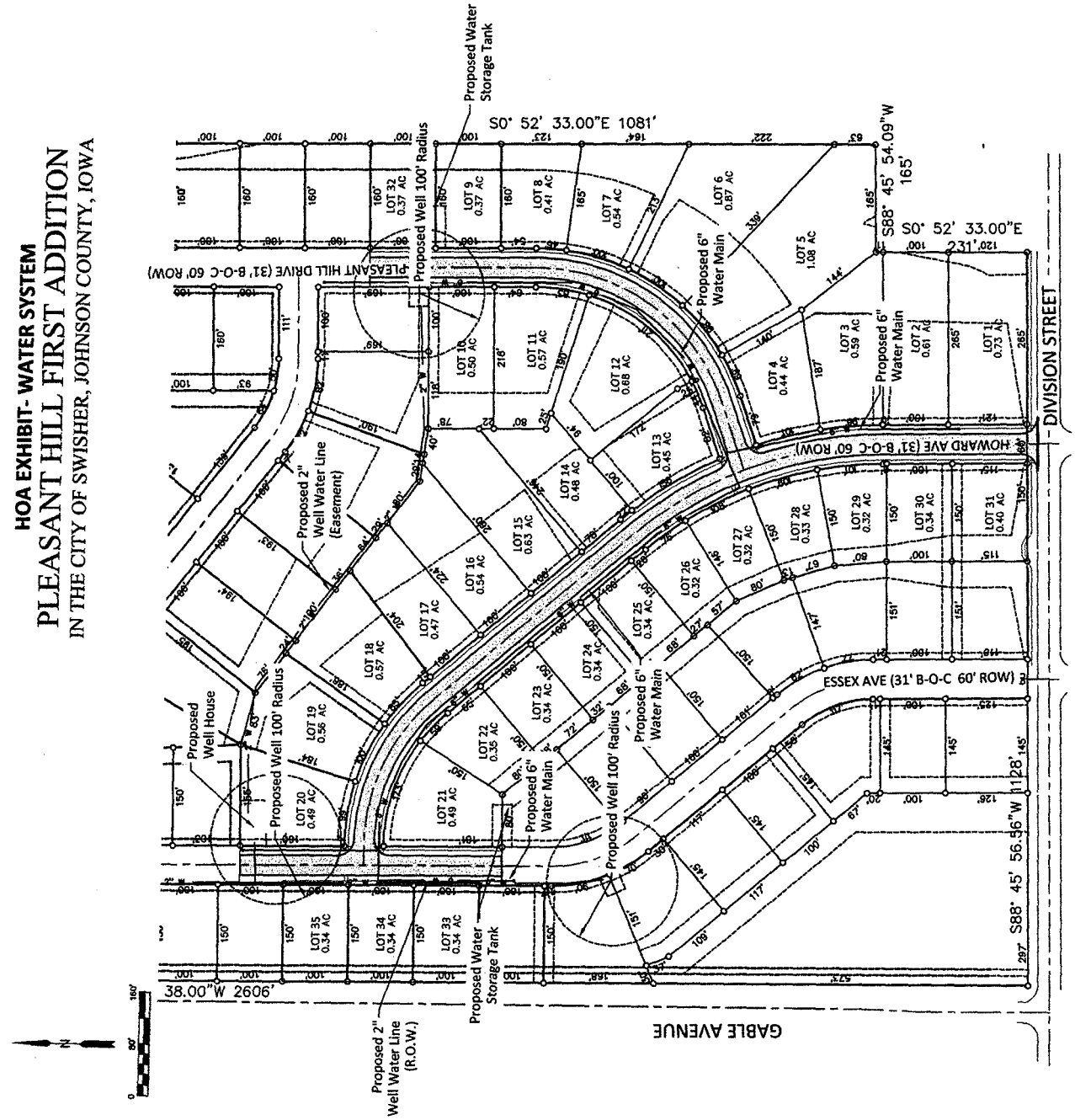


Exhibit B

WELL PROTECTION. No structure or facility of the following types shall be located within the distances hereinafter set forth from a deep well or shallow well:

SEPARATION DISTANCES

Source of Contamination	Required minimum lateral distance from well as horizontal on the ground surface, in feet	
	Deep Well*	Shallow Well*
WASTEWATER STRUCTURES:		
Point of Discharge to Ground Surface		
Sanitary & industrial discharges	400	400
Water treatment plant wastes	50	50
Well house floor drains	5	5
Sewers and Drains**		
Sanitary and storm sewers, drains	0-25 feet; prohibited 25-75 feet if water main pipe 75-200 feet if sanitary sewer pipe	0-25 feet; prohibited 25-75 feet if water main pipe 75-200 feet if sanitary sewer main pipe
Sewer force mains	0-75 feet; prohibited 75-400 feet if water main pipe 400-1000 feet if sanitary sewer pipe	0-75 feet; prohibited 75-400 feet if water main pipe 400-1000 feet if sanitary sewer main pipe
Water plant treatment process wastes that are treated onsite	0-5 feet; prohibited 5-50 feet if sanitary sewer pipe	0-5 feet; prohibited 5-50 feet if sanitary sewer main pipe
Water plant wastes to sanitary sewer	0-25 feet; prohibited 25-75 feet if water main pipe 75-200 feet if sanitary sewer pipe	0-25 feet; prohibited 25-75 feet if water main pipe 75-200 feet if sanitary sewer main pipe
Well house floor drains to sewers	0-25 feet; prohibited 25-75 feet if water main pipe 75-200 feet if sanitary sewer pipe	0-25 feet; prohibited 25-75 feet if water main pipe 75-200 feet if sanitary sewer main pipe
Well house floor drains to surface	0-5 feet; prohibited 5-50 feet if sanitary sewer pipe	0-5 feet; prohibited 5-50 feet if sanitary sewer main pipe
Land Disposal of Treated Wastes		
Irrigation of wastewater	200	400
Land application of solid wastes***	200	400
Other		
Cesspools & earth pit privies	200	400
Concrete vaults & septic tanks	100	200
Lagoons	400	1000
Mechanical wastewater treatment plants	200	400
Soil absorption fields	200	400
CHEMICALS:		
Chemical application to ground surface	100	200
Chemical and mineral storage above ground	100	200
Chemical and mineral storage on or underground	200	400
Transmission pipelines (such as fertilizer, liquid petroleum, or	200	400

anhydrous ammonia)		
ANIMALS:		
Animal pasturage	50	50
Animal enclosure	200	400
Earthen silage storage trench or pit	100	200
Animal Wastes		
Land application of liquor or slurry	200	400
Land application of solids	200	400
Solids stockpile	200	400
Storage basin or lagoon	400	1000
Storage tank	200	400
MISCELLANEOUS:		
Basements, pits, sumps	10	10
Cemeteries	200	200
Cisterns	50	100
Flowing streams or other surface water bodies	50	50
GHEX loop boreholes	200	200
Railroads	100	200
Private wells	200	400
Solid waste landfills and disposal sites****	1000	1000

*Deep and shallow well as defined in Iowa Code 567-40.2 (455B). A deep well is a well located and constructed in such a manner that there is a continuous layer of low permeability soil or rock at least 5 feet thick located at least 25 feet below the normal ground surface and above the aquifer from which water is to be drawn. A shallow well is a well located and constructed in such a manner that there is not a continuous layer of low permeability soil or rock (or equivalent retarding mechanism acceptable to the department) or at least 5 feet thick, the top of which is located at least 25 feet below the normal ground surface and above the aquifer from which water is to be drawn."

**The separation distances are dependent upon two factors: the type of piping that is in the existing sewer or drain, as noted in the table, and that the piping was properly installed in accordance with the standards.

***Solid wastes are those derived from the treatment of water or wastewater. Certain types of solid wastes from water treatment processes may be land-applied within the separation distance on an individual, case-by-case basis.

****Solid waste means garbage, refuse, rubbish, and other similar discarded solid or semi-solid materials, including but not limited to such materials resulting from industrial, commercial, agricultural, and domestic activities.

PREPARED BY/RETURN TO: MARTY L. STOLL, SHUTTLEWORTH & INGERSOLL, P.L.C., P.O. Box 2107, Cedar Rapids, IA 52406-2107, (319) 365-9461

BY-LAWS

OF

PLEASANT HILL HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

SCOPE AND DEFINITIONS

1. The following By-Laws of Pleasant Hill Homeowners' Association, Inc., a non-profit corporation organized under Chapter 504 of the Code of Iowa, which governs the owners of Pleasant Hill First Addition in the City of Swisher, Johnson County, Iowa ("Pleasant Hill Lots").

ARTICLE II

MEMBERS AND VOTING RIGHTS

1. The owners of record of the Pleasant Hill Lots shall constitute the members of the corporation, and membership shall automatically cease when the record ownership of a Pleasant Hill Lot is terminated.

2. Subject to the applicable terms and conditions of the Pleasant Hill Covenants (as defined herein) the owner or owners (collectively) of a Pleasant Hill Lot shall be entitled to cast one vote for each Pleasant Hill Lot.

3. If more than one person owns an interest in the same Pleasant Hill Lot, all such persons shall be members and remain jointly and severally liable for all membership obligations, but shall collectively be entitled to only one vote and shall be considered one owner for all purposes herein. In such case, the vote by the owners of

that Pleasant Hill Lot shall be cast by the person named on a Certificate signed by all owners or fiduciaries or other relevant officials. If such Certificate is not executed and filed with the corporation, the vote with respect to that Pleasant Hill Lot shall not be counted or voted for purposes of a quorum or in determining the outcome.

ARTICLE III

MEMBERSHIP MEETINGS

1. The annual meeting and any special meeting shall be held within Johnson County, Iowa, and all such meetings, annual or special shall be held at such particular time and place as is set forth in the Notice thereof.

2. At any annual or special meeting, the presence of the members in person or by proxy, who are entitled to cast a majority of the total number of votes outstanding shall constitute a quorum for the transaction of business. All actions taken by the members or submitted to them for consideration shall be approved upon the favorable vote of a majority of the votes represented and entitled to be cast at the meeting, unless a different rule is provided herein. If neither the President nor the Secretary is available to preside at the meeting, a Chairperson shall be elected.

3. A special meeting of the members may be called by the President or by one-third (1/3) of the Directors or by such number of members who are entitled collectively to cast at least twenty-five percent (25%) of the total number of votes outstanding and entitled to be cast.

4. It shall be the duty of the Secretary or his/her designate to give written notice to members of the time and place of the annual meeting. The person or persons calling a special meeting, pursuant to paragraph 3, shall give like written notice of the time and place of such special meeting. All notices shall set forth the purpose or purposes for which the meeting will be held, and no action shall be taken at a special meeting, which is not directly related to the purpose of the special meeting as defined in said notice.

5. At all meetings the order of business shall consist of the following:

(a) Election of Chairperson, if required.

(b) Calling roll and certifying of proxies.

(c) Proof of Notice of Meeting or waiver of Notice.

(d) Reading and disposal of any other approved Minutes.

(e) Reports of Officers, if applicable.

(f) Election of inspectors at election, if applicable.

(g) Election of Directors, if applicable.

(h) Unfinished business.

(i) New business.

(j) Adjournment.

6. At all membership meetings, the presence of a Pleasant Hill Lot owner and the exercise of voting rights of the owner by proxy shall be permitted and recognized, provided such proxy must be in writing and signed by all persons possessing an ownership interest in the Pleasant Hill Lot in question. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal by the members.

7. Notice of all membership meetings shall be given by mailing or delivering the same not less than ten (10) nor more than fifty (50) days prior to the date of the meeting. A mailed notice shall be duly given if addressed to the member at the address of his lot, unless prior to such notice, he has, in writing, directed a different mailing address to be carried on the rolls of the corporation.

ARTICLE IV

BOARD OF DIRECTORS

1. The corporation and its affairs shall be governed, managed and administered by a Board of Directors. The Board shall be at least one and not more than 3 in number as determined by the members.

2. The term of office for each Director shall be one (1) year. There shall be no limitation on the number of terms during which a Director may serve. All Directors shall serve until their successors are duly designated and qualified.

3. Election of Directors shall be by ballot in which votes are cast in favor of as many Directors as there are vacancies to fill. The person receiving the majority of the votes cast shall be elected. If no person receives a majority vote, as many additional ballots may be taken as may be required, that in each such case, the nominee receiving the least number of votes in the previous ballot shall be eliminated from further consideration.

4. Vacancies on the Board of Directors may be filled until the date of the next annual meeting by the vote of the majority of the Directors remaining in office, whether those remaining constitute a quorum or not.

5. A Director may be removed from office at a special meeting called for such purpose if seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast are voted in favor of such removal.

6. A majority of the board of Directors may, by resolution, set a time and place for regular meetings of the board of Directors and no notice thereof shall be required until such resolution is rescinded. The President or any Director may call special meetings of the Directors. Not less than two (2) days' notice shall be given, personally or by mail, telephone or facsimile, which notice shall state the time, place and purpose of the meeting.

ARTICLE V

OFFICERS

1. The officers of the corporation shall be the President (who shall be a Director) a Treasurer and a Secretary, who may or may not be Directors but who must be members of this corporation, all of whom shall be elected annually by the Board of Directors. The Board of Directors may from time to time create and fill other offices and designate powers and duties thereof. Each officer shall have the power and duties usually vested in such office, and such authority as is committed to the office by the By-Laws or by specific grant from the Board, but subject at all times to the provisions of the By-Laws and to the control of the Board of Directors. A single person may hold more than one office.

2. The President shall be the Chief Executive Officer of the corporation. He shall preside at all membership meetings and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the corporation.

3. The Secretary shall keep the Minutes of all proceedings of membership meetings and Directors' meetings and shall have custody and control of the Minute Book of the Corporation, and shall keep or be in charge and control of the records of the corporation except those of the Treasurer, and shall give notice where required or directed to do so.

4. The Treasurer shall have control of the funds and other property of the corporation, shall keep the financial books and records thereof and shall pay vouchers approved by the Board or designate some person under his control to do so.

5. All officers and Directors shall serve without compensation.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the corporation shall be exercised by the Board of Directors. Such powers and duties of the Directors shall be exercised in the accomplishment of the purposes of the corporation which shall be those set forth in that certain Declaration of Covenants, Conditions, Restrictions & Easements filed _____, 2024 ("Pleasant Hill Covenants") but shall not be limited to, the following powers:

1. To make and collect assessments against members.

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. To carry insurance for the protection of the corporation and the members of the corporation and others against casualty, liabilities or other contingencies in their use of the corporate property.

4. To contract for the management of the Association and to delegate to such manager any or all powers and duties of the Association except such as are specifically required by the Bylaws or resolutions of the members to have approval of the Board of Directors or the membership of the Association.

ARTICLE VII

COMMON EXPENSES: ASSESSMENTS AND COLLECTION

1. Assessments against the lots and the owners thereof shall be made by the corporation, which assessments, in addition to being and constituting a lien against the lot in question and the appurtenances thereto, shall also be a personal liability of the owner thereof and jointly and severally so if more than one owner.

2. The Board of Directors shall adopt a budget each year for a one-year fiscal period which shall include the estimated funds required to delay the following common expenses:

(a) Current expenses, which shall include all funds and expenditures to be made within the year for which the funds are budgeted (except expenditures chargeable to reserves or additional improvements), including a reasonable allowance for contingencies and working funds and the assessment for current expenses may sometimes be referred to as the "working capital assessment" and the funds thereof as the "working capital fund." Any balance of this fund at the end of each year may be applied to reduce the assessments for current expenses for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually and for replacement of any components required on account of depreciation or obsolescence.

(c) Reserve for replacement, which shall include generally funds for repair, reconstruction and the like required because of damage, destruction or other hazards.

Upon determination of such budget, the Directors shall each year levy an assessment for the amount to be thus assessed against each lot at least thirty (30) days prior to the one year period covered by such budget and assessments. Notwithstanding the foregoing

requirement of regular assessments, the Board of Directors may discontinue a regular annual assessment or reserve for replacement, or transfer such portion thereof to another fund or account if in its judgment the amount remaining is sufficient to satisfy the best interests of the members.

3. The Board of Directors may also make and levy, from time to time, assessments for emergency expenses. Emergency assessments and "special" assessments shall be due and payable according to the terms fixed by the Board, and shall be shared equally among all owners.

4. The regular annual assessments made for current expenses, reserve, deferred maintenance and replacement shall be allocated uniformly to all the Pleasant Hill Lots. All such assessments shall be due within thirty (30) days of assessment. Assessments not paid within thirty (30) days shall accrue at 18% per annum.

5. The corporation shall, at all times, maintain complete and accurate written records of each lot owner and the address of each, and setting for the status of all assessments, accounts and funds appurtenant to that lot. Any person other than an owner may rely on a Certificate made from such records by an officer or agent of the corporation as to the status of all assessments and accounts. These By-Laws are subject to all of the terms and conditions regarding members of the corporation and directors of the corporation set forth in the Pleasant Hill Covenants and all such applicable terms and conditions are incorporated herein.

ARTICLE VIII

AMENDMENT

1. Except as herein provided, these By-Laws may be amended, altered, repealed or new By-Laws adopted by the members at a special or annual meeting of the members upon the affirmative vote of seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast. No amendment, alteration or action taken to repeal these By-Laws and adopt new By-Laws shall change these By-Laws which equate membership with lot ownership, define the total number of votes, and base for each lot the number of votes, liabilities for assessments and interests in funds, including insurance proceeds of the corporation unless unanimous consent of the Pleasant Hill Lot owners and their mortgagees is secured.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, provided, however, if notice of the proposed amendment has been given, a different amendment relative to the subject matter thereof may be adopted by those present, in person or by proxy, and possessing the requisite percentage of the total number of votes outstanding and entitled to be cast, provided further, no vote by proxy may be counted unless the proxy expressly provided for such contingency. More than one proposed amendment may be included in the notice of a meeting.

ARTICLE IX

GENERAL PROVISIONS

1. The invalidity of any portion of provision of these By-Laws shall not affect the validity of the remaining provisions or portions hereof.

2. The corporation shall not have a corporate seal.

3. The Board of Directors may require Fidelity bonds from all Directors, officers or agents handling or responsible for corporation's funds, except any insurance trustee, and shall procure an audit of the accounts and financial records of the corporation not less than every two (2) years, and the expense of such matters shall be a common expense of the corporation.

4. The Board of Directors may in its discretion issue written evidence of membership, but the same shall be evidence thereof only and shall in no manner be transferable or negotiable, and the share of the member in the assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to such assignment, hypothecation or transfer of a Pleasant Hill Lot itself.

IN WITNESS WHEREOF, these By-Laws are hereby adopted by the Board of Directors 9-13, 2024.

PLEASANT HILL HOMEOWNERS' ASSOCIATION, INC.

BY: _____
Mark Ralston

Shuttleworth
& INGERSOLL®
ATTORNEYS AT LAW • ESTABLISHED 1854

September 13, 2024

Re: Plat Opinion – Pleasant Hill First Addition in the City of Swisher, Johnson County, Iowa

To Whom It May Concern:

We have examined the abstract of title to the following described real estate situated in Johnson County, Iowa:

The East Half of the Southeast Quarter (excepting one acre in the Southeast corner thereof formerly used for school purposes) all in Section 6, Township 81 North, Range 7 West of the 5th P.M., Johnson County, Iowa.

which real estate described above is being platted as Pleasant Hill First Addition in the City of Swisher, Johnson County, Iowa.

The abstract consists of Entries 1 through 35, and was last certified following Entry 35 to August 22, 2024, at 5:30 p.m. by Hawkeye Title Services, Inc. (Abstract No. 43936). The abstract also contains an Addendum consisting of Entry 36 certified to September 12, 2024.

As so shown, we find title to the real estate described above and to be platted as Pleasant Hill First Addition in the City of Swisher, Johnson County, Iowa, to be in:

Forrest Ridge, LLC

free and clear of liens and encumbrances except easements and restrictions of record and except the following:

a. Open-End Real Estate Mortgage (and Fixture Filing) to Hiawatha Bank & Trust Company dated November 12, 2021, and recorded on November 15, 2021, in Book 6310, Page 746, purporting to secure credit in the amount of $6,000,000.00 due November 12, 2022; and

b. Open End Real Estate Mortgage (and Fixture Filing) (For Consumer or Business Mortgage Transactions) to Hiawatha Bank & Trust Company dated June 17, 2024, and recorded on June 17, 2024, in Book 6570, Page 110, purporting to secure credit in the amount of $6,000,000.00.

Very truly yours,

Marty L. Stoll
Iowa Title Guaranty Member #3511

MLS:dsd
File No. 16725-11

RESOLUTION NO. 61-2024
APPROVING THE FINAL PLAT PLEASANT HILL FIRST ADDITION IN THE CITY OF SWISHER, JOHNSON COUNTY, IOWA

WHEREAS, at their May 15, 2023 meeting the Swisher Planning and Zoning Commission reviewed the Pleasant Hill Preliminary Plat and did recommend approval of the same to the Swisher City Council; and

WHEREAS, at their May 22, 2023 meeting the Swisher City Council did review and approve the Pleasant Hill Preliminary Plat with Resolution 2023-30; and

WHEREAS, at their September 16, 2024 meeting the Swisher Planning and Zoning Commission reviewed the Final Plat Pleasant Hill First Addition and did recommend approval of the same to the Swisher City Council; and

WHEREAS, the legal description of the property is as follows:

Part of the Southeast Quarter of the Southeast Quarter of Section 6, Township 81 North, Range 7 West of the Fifth Principal Meridian, City of Swisher, Johnson County, Iowa, described as follows:

Commencing at the Southeast Corner of Section 6, Township 81 North, Range 7 West of the Fifth Principal Meridian; thence N0°52'33"W along the east line of the Southeast Quarter of said Section 6, a distance of 264.01 feet to the Northeast Corner of a parcel described in a warranty deed found at book 6305, page 113, Office of the Recorder, Johnson County, Iowa, and the point of beginning; thence continuing N0°52'28"W along said east line, 772.31 feet; thence S89°07'27"W, 220.00 feet; thence S0°52'33"E, 90.19 feet; thence S89°07'27"W, 218.16 feet; thence N81°53'56"W, 82.09 feet; thence N53°12'44"W, 409.21 feet; thence N75°32'15"W, 83.15 feet; thence S89°19'22"W, 215.00 feet; thence S0°40'38"E, 66.41 feet; thence S89°19'22"W, 183.02 feet to the west line of the Southeast Quarter of said Southeast Quarter; thence S0°40'38"E along said west line, 300.00 feet; thence N89°19'22"E, 183.02 feet; thence S0°40'38"E, 34.63 feet; thence N89°19'22"E, 140.29 feet; thence S40°42'30"E, 463.93 feet; thence S24°59'38"E, 80.00 feet; thence S16°45'32"E, 80.00 feet; thence S5°51'20"E, 80.00 feet; thence S1°07'24"E, 248.28 feet to the south line of said Southeast Quarter; thence N88°45'53"E along said south line, 474.68 feet to the Southwest Corner of said parcel described at book 6305, page 113; thence N0°52'33"W, 264.00 feet to the Northwest Corner of said parcel; thence N88°45'54"E, 165.00 feet to the point of beginning.

Said parcel contains 20.77 acres, subject to easements and restrictions of record., and

WHEREAS, the Council has reviewed and does approve the Final plat Pleasant Hill First Addition in the City of Swisher, Johnson County, Iowa as stated above.

PASSED, APPROVED AND ADOPTED THIS 23RD DAY OF SEPTEMBER 2024.

Julie Persons, Mayor

ATTEST:

Shelley Annis

Shelley Annis, City Clerk

BK: 6625 PG: 66
Recorded: 1/21/2025 at 8:23:16.0 AM
County Recording Fee: $77.00
Iowa E-Filing Fee: $3.00
Combined Fee: $80.00
Revenue Tax: $0.00
Kim Painter RECORDER
Johnson County, Iowa

Preparer/Return: Scott M. O'Shea, O'Shea & O'Shea, PC, 1007 Longfellow Drive, Hiawatha, IA 52233 (319) 362-3640
(Space above this line for recording purposes)

FIRST AMENDMENT TO RESTRICTIVE COVENANTS

THIS FIRST AMENDMENT TO RESTRICTIVE COVENANTS ("First Amendment") is executed as of December 31, 2024, by Forrest Ridge L.L.C.(hereinafter referred to as "Developer"), and all other undersigned current titleholders, to amend the Restrictive Covenants, dated September 9, 2024 and filed for record on September 25, 2024 in **Book 6597, Page 276** of the records in the office of the **Johnson County**, Iowa Recorder (the "Restrictive Covenants").

RECITALS

A. Forrest Ridge L.L.C., the Developer, and all other undersigned current titleholders, are the owners of certain real property located in Johnson County, Iowa and being more particularly known as **Pleasant Hill First Addition in the City of Swisher, Johnson County, Iowa (hereinafter "Pleasant Hill First Addition")**, as shown on the plat filed for record on September 25, 2024 in **Book 68, Pages 74** (and Subdivision Documents filed for record on September 25, 2024 in **Book 6597, Page 276**).

B. The entire plat of Pleasant Hill First Addition in the City of Swisher, Johnson County, Iowa, consists of Lot 1 through Lot 35, all inclusive (the "Property").

C. Forrest Ridge L.L.C., is the Developer under the above-referenced Restrictive Covenants for Pleasant Hill First Addition.

D. Forrest Ridge L.L.C., and the undersigned titleholders, desire to amend the Restrictive Covenants for Pleasant Hill First Addition.

THE UNDERSIGNED TITLEHOLDERS, being the Owners thirty-five (35) numbered lots, Lots 1 through Lot 35, inclusive, Pleasant Hill First Addition, executes and records this First Amendment in order to establish and maintain the residential character of the Property and does hereby covenant and agree with all persons who may hereafter own any Lot or Lots, or any right, title or interest therein of any nature whatsoever in the Property, regardless of the manner by which ownership or interest was acquired, that all the Lots included in the Property shall be held, used, sold, conveyed, and transferred subject to the restrictions, covenants and conditions set forth in the Restrictive Covenants, as amended by this First Amendment, all of which are to be construed as restrictive covenants running with the title to each Lot or Lots, as the case may be, and binding upon all parties having any right, title or interest therein or any part

thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and to the benefit of the Association (as defined in the Restrictive Covenants).

1. Definitions. Any capitalized term used in this First Amendment that is not defined in the First Amendment shall have the meaning given to such term in the Restrictive Covenants.

2. The undersigned titleholders represent and state that as of the date of this First Amendment, the undersigned titleholders are the record owners of fee title to all lots in Pleasant Hill First Addition.

3. Amendment. Notwithstanding any provision in the Restrictive Covenants that is inconsistent or to the contrary, the undersigned titleholders hereby declare the following addition or revisions to the Restrictive Covenants:

a. Homeowners Association. The Restrictive Covenants set forth two separate homeowners' associations for Pleasant Hill First Addition, and any future additions, in the City of Swisher, Johnson County, Iowa, one to govern the general lot ownership and common areas therein known as Pleasant Hill Homeowners' Association, Inc., and one to govern the management of the wells and water system therein known as Pleasant Hill Well Association. Neither of these homeowners' associations have been legally formed and filed with the Iowa Secretary of State.

The above-referenced homeowners' associations shall be combined into a single homeowners' association known as **Pleasant Hill HOA & Well Association, Inc.**, an Iowa non-profit corporation. All rights, interests, powers and obligations of the Pleasant Hill Homeowners' Association, Inc., and Pleasant Hill Well Association, as stated in the Restrictive Covenants, shall be combined and governed by the new homeowners' association, **Pleasant Hill HOA & Well Association, Inc.** Attached hereto, and incorporated herein, as Exhibit A is Pleasant Hill HOA & Well Association, Inc.'s Articles of Incorporation and By-Laws.

b. Sprinkler Systems. No sprinkler system or other water system of any kind or character shall be erected or maintained upon any part of any Lot or Lots without prior written approval from the Developer.

4. Interpretation; Ratification. Except as expressly supplemented and amended hereby, the terms and conditions of the Restrictive Covenants remain in full force and effect as stated therein. If there are conflicts between the terms of the Restrictive Covenants and the terms of this First Amendment, the terms of this First Amendment shall control.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this First Amendment to Restrictive Covenants has been executed as of the date and year first above written.

DEVELOPER: FORREST RIDGE L.L.C.
(Owner of Lots 1 through 5, and Lots 10 through 18, and 20 through 35, all inclusive, Pleasant Hill First Addition in the City of Swisher, Johnson County, Iowa)

Mark Ralston, Member and Manager

RACHEL RIES
Commission Number 816141
My Commission Expires
April 1, 2025

STATE OF IOWA, COUNTY OF Linn) ss:

This record was acknowledged before me on December 31, 2024, by Mark Ralston, Member and Manager of Forrest Ridge L.L.C., the Developer.

Rachel Ries
Notary Public in and for the State of Iowa

JARRED RECKER AND JEN RECKER
(Owners of Lot 6, Pleasant Hill First Addition in the City of Swisher, Johnson County, Iowa)

Jarred Recker

Jen Recker

STATE OF IOWA, COUNTY OF LINN) ss:

1/8/25-M

This record was acknowledged before me on ~~December ____, 2024,~~ by Jarred Recker and Jen Recker, husband and wife.

HEATHER JOY MORRIS
Commission Number 708113
My Commission Expires
2-1-2028

Notary Public in and for the State of Iowa

CORAL STONE BUILDERS LLC
(Owner of Lots 7, 8, and 9 Pleasant Hill First Addition in the City of Swisher, Johnson County, Iowa)

By: _____
Mike Accola, Member/Manager

STATE OF IOWA, COUNTY OF LINN) ss:

This record was acknowledged before me on ~~December~~ JAN 8th, 2025, ~~2024~~, by Mike Accola, Member/Manager of Coral Stone Builders LLC.

HEATHER JOY MORRIS
Commission Number 708113
My Commission Expires
2-1-2028

_____
Notary Public in and for the State of Iowa

VISION HOMES & DESIGN, LLC
(Owner of Lot 19, Pleasant Hill First Addition in the City of Swisher, Johnson County, Iowa)

By: _____
~~Daline~~ Horton, Managing Member
DH DARLINE

STATE OF IOWA, COUNTY OF LINN) ss:

This record was acknowledged before me on ~~December~~ January 8, 2025th, ~~2024,~~ by Daline Horton, Managing Member of Vision Homes & Design, LLC.

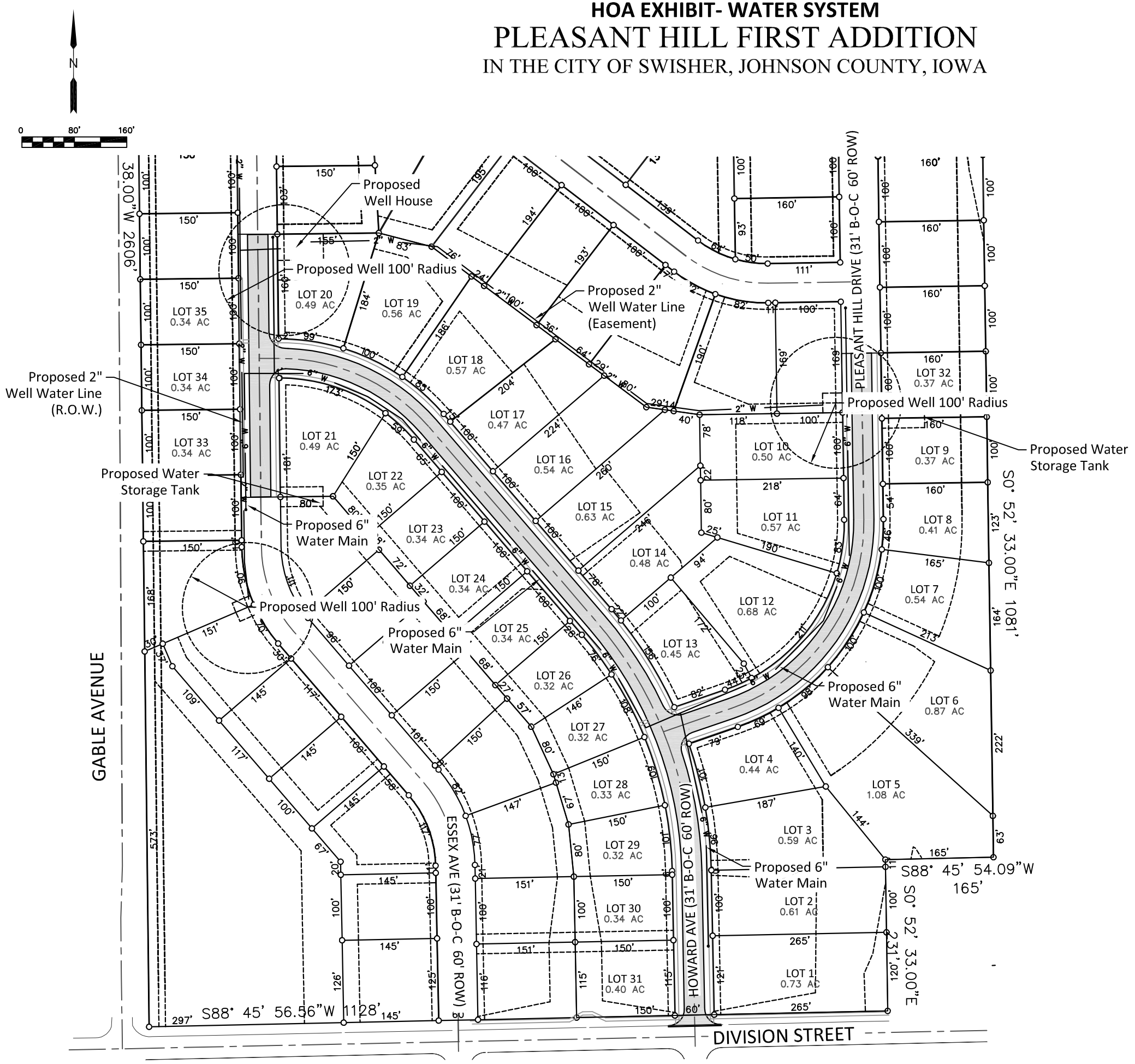
HEATHER JOY MORRIS
Commission Number 708113
My Commission Expires
2-1-2028

_____
Notary Public in and for the State of Iowa

HOA EXHIBIT- WATER SYSTEM

PLEASANT HILL FIRST ADDITION

IN THE CITY OF SWISHER, JOHNSON COUNTY, IOWA



Water System Impacted Lots Summary

WATER STORAGE TANKS:
Lots 9/32
Lot 21

WELL 2" LINES (ROW):
Lots 33-35

WELL 2" LINES (EASEMENT):
Lot 10
Lots 14-20

WELLS:
Lots 9, 10, 32
Lots 20, 35

WELL HOUSE:
Lot 20

Refer to _____ for any conditions or restriction that may be applicable to the lots indicated on this exhibit

Exhibit A

Exhibit B

WELL PROTECTION. No structure or facility of the following types shall be located within the distances hereinafter set forth from a deep well or shallow well:

SEPARATION DISTANCES

Source of Contamination	Required minimum lateral distance from well as horizontal on the ground surface, in feet	
	Deep Well*	Shallow Well*
WASTEWATER STRUCTURES:		
Point of Discharge to Ground Surface		
Sanitary & industrial discharges	400	400
Water treatment plant wastes	50	50
Well house floor drains	5	5
Sewers and Drains**		
Sanitary and storm sewers, drains	0-25 feet; prohibited 25-75 feet if water main pipe 75-200 feet if sanitary sewer pipe	0-25 feet; prohibited 25-75 feet if water main pipe 75-200 feet if sanitary sewer main pipe
Sewer force mains	0-75 feet; prohibited 75-400 feet if water main pipe 400-1000 feet if sanitary sewer pipe	0-75 feet; prohibited 75-400 feet if water main pipe 400-1000 feet if sanitary sewer main pipe
Water plant treatment process wastes that are treated onsite	0-5 feet; prohibited 5-50 feet if sanitary sewer pipe	0-5 feet; prohibited 5-50 feet if sanitary sewer main pipe
Water plant wastes to sanitary sewer	0-25 feet; prohibited 25-75 feet if water main pipe 75-200 feet if sanitary sewer pipe	0-25 feet; prohibited 25-75 feet if water main pipe 75-200 feet if sanitary sewer main pipe
Well house floor drains to sewers	0-25 feet; prohibited 25-75 feet if water main pipe 75-200 feet if sanitary sewer pipe	0-25 feet; prohibited 25-75 feet if water main pipe 75-200 feet if sanitary sewer main pipe
Well house floor drains to surface	0-5 feet; prohibited 5-50 feet if sanitary sewer pipe	0-5 feet; prohibited 5-50 feet if sanitary sewer main pipe
Land Disposal of Treated Wastes		
Irrigation of wastewater	200	400
Land application of solid wastes***	200	400
Other		
Cesspools & earth pit privies	200	400
Concrete vaults & septic tanks	100	200
Lagoons	400	1000
Mechanical wastewater treatment plants	200	400
Soil absorption fields	200	400
CHEMICALS:		
Chemical application to ground surface	100	200
Chemical and mineral storage above ground	100	200
Chemical and mineral storage on or underground	200	400
Transmission pipelines (such as fertilizer, liquid petroleum, or	200	400

anhydrous ammonia)		
ANIMALS:		
Animal pasturage	50	50
Animal enclosure	200	400
Earthen silage storage trench or pit	100	200
Animal Wastes		
Land application of liquor or slurry	200	400
Land application of solids	200	400
Solids stockpile	200	400
Storage basin or lagoon	400	1000
Storage tank	200	400
MISCELLANEOUS:		
Basements, pits, sumps	10	10
Cemeteries	200	200
Cisterns	50	100
Flowing streams or other surface water bodies	50	50
GHEX loop boreholes	200	200
Railroads	100	200
Private wells	200	400
Solid waste landfills and disposal sites****	1000	1000

*Deep and shallow well as defined in Iowa Code 567-40.2 (455B). A deep well is a well located and constructed in such a manner that there is a continuous layer of low permeability soil or rock at least 5 feet thick located at least 25 feet below the normal ground surface and above the aquifer from which water is to be drawn. A shallow well is a well located and constructed in such a manner that there is not a continuous layer of low permeability soil or rock (or equivalent retarding mechanism acceptable to the department) or at least 5 feet thick, the top of which is located at least 25 feet below the normal ground surface and above the aquifer from which water is to be drawn."

**The separation distances are dependent upon two factors: the type of piping that is in the existing sewer or drain, as noted in the table, and that the piping was properly installed in accordance with the standards.

***Solid wastes are those derived from the treatment of water or wastewater. Certain types of solid wastes from water treatment processes may be land-applied within the separation distance on an individual, case-by-case basis.

****Solid waste means garbage, refuse, rubbish, and other similar discarded solid or semi-solid materials, including but not limited to such materials resulting from industrial, commercial, agricultural, and domestic activities.