

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 (iv) 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. Invalidity 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 _____, 2024

FORREST RIDGE L.L.C.

By: _____
MARK RALSTON, MEMBER AND MANAGER

STATE OF IOWA)
) ss:
COUNTY OF LINN)

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

Notary Public