



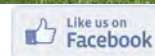
106 S. Main St., Monona, IA 52159

(563)539-2015

freedomagencymonona.com

Jim Moritz, Broker Cell: 563-880-8189

Isaac Brehmer, Sales Associate Cell: 563-880-6428



**James P. Garaghty, 205 Terry Lane, Elkader, IA 52043**

**\$324,900**

Acres: 2.85 acres m/l

Type of Home: 1 story frame

House square footage: 1,596 sq ft

Basement : 1,596 sq ft

Year home built: 2012

Type of siding: Vinyl

Type of roof: Asphalt

Foundation: Concrete

Size/Type of Garage: 3 stall; 998 sq ft

Covered porch: 256 sq ft

Age/Type of Furnace: 2012 Lennox

Estimated Annual Heating Cost:

2019 used 522 gallons LP (Fauser)

Water Heater: Geospring: 50 gallon

Water Softner: Culligan: owned

Reverse Osmosis System

Wiring/Electric Service: 200 amp breaker box

Estimated Electrical: Highest monthly bill: \$135.00

Water/Sewer: Well & Septic

School District: Central Community Schools

Street/Road Surface: Paved

Driveway Surface: Concrete/gravel

Property Taxes-Gross: \$3,257.05

Property Taxes-Net: \$3,136

Assessed Valuation: \$280,130

**Rooms/Approximate Size:**

Diningroom: 26' x 18'

Kitchen: 11' x 14'

Bedroom: 14.3' x 15'

Bathroom: 10.7' x 6.2'

Office: 8.2' x 10.11'

**Basement:**

Family room 1: 16.8' x 20.3'

Utility room: 16.9' x 10.5' x 10.10'

Family room 2: 22.8' x 16.9'

Fireplace/family room: 28.11' x 18.6'

Bath-half: 6' x 6'

# FreedomAgency



Information herein is believed to be accurate, but is not warranted. We assume no liability for errors.



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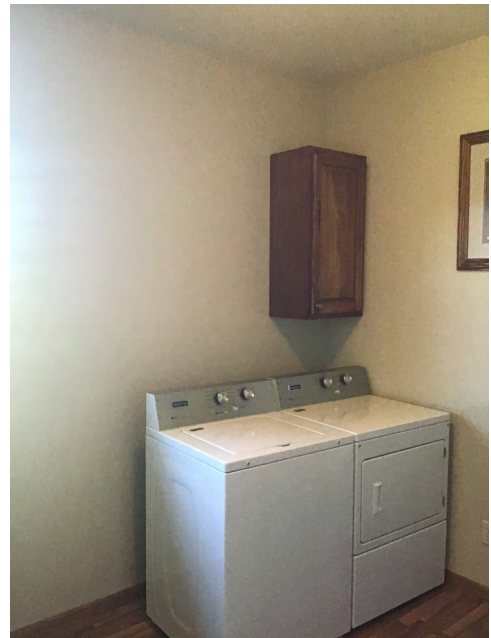
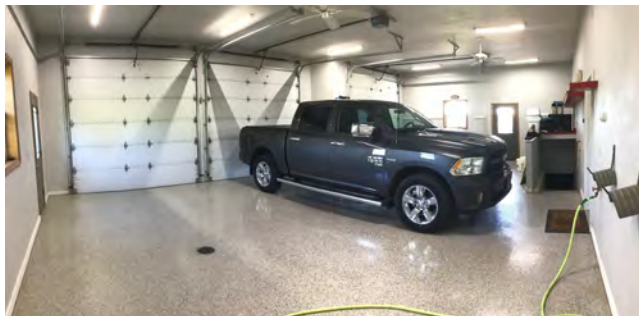


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### Summary

Parcel ID 14-10-302-001  
 Alternate ID  
 Property Address 205 TERRY LANE  
 ELKADER  
 Sec/Twp/Rng -92-  
 Brief Tax Description EMERALD VALLEY ESTATES - PHASE 3 LOT 1 92  
 (Note: Not to be used on legal documents)  
 Deed Book/Page 2012R03909 (9/24/2012)  
 Contract Book/Page  
 Gross Acres 0.00  
 Net Acres 0.00  
 Class R - Residential  
 (Note: This is for tax purposes only. Not to be used for zoning)  
 District CC CN - CC CN  
 School District Central School



### Owners

Deed Holder  
 Garaghty James P  
 PO Box 68  
 Elkader IA 52043

Contract Holder

Mailing Address  
 Garaghty James P  
 PO Box 68  
 Elkader IA 52043

### Land

Lot Area 0.93 Acres; 40,511 SF

### Residential Dwellings

Residential Dwelling  
 Occupancy Single-Family / Owner Occupied  
 Style 1 Story Frame  
 Architectural Style N/A  
 Year Built 2012  
 Condition Normal  
 Grade what's this? 2-10  
 Roof Asph / Gable  
 Flooring CARPET/LAMINATE/VINYL  
 Foundation Conc  
 Exterior Material Vinyl  
 Interior Material Drwl / Knotty Pine  
 Brick or Stone Veneer 1/2 Story Sim Stone; 8 linear ft.  
 1 Story Sim Stone; 33 linear ft.  
 Total Gross Living Area 1,596 SF  
 Attic Type None;  
 Number of Rooms 4 above; 2 below  
 Number of Bedrooms 1 above; 1 below  
 Basement Area Type Full  
 Basement Area 1,596  
 Basement Finished Area 1,275 - Living Qtrs. W/ Walk-out  
 Plumbing 1 Full Bath; 1 Toilet Room;  
 Appliances  
 Central Air Yes  
 Heat FHA - Gas  
 Fireplaces 1 Gas/Elec-Side;  
 Porches 15 Frame Open (256 SF);  
 Decks Concrete Patio-Med (1,241 SF); Lattice Roof-High (100 SF);  
 Additions  
 Garages 998 SF - Att Frame (Built 2012);

### Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
9/24/2012	EMERALD VALLEY L.L.C.	GARAGHTY, JAMES P.	2012R03909	Vacant lot	Deed		\$30,500.00

### Valuation

	2019	2018	2017	2016	2015
Classification	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$34,300	\$34,300	\$34,300	\$34,300	\$21,173
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$241,568	\$194,658	\$194,658	\$194,658	\$185,862
= Gross Assessed Value	\$275,868	\$228,958	\$228,958	\$228,958	\$207,035
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$275,868	\$228,958	\$228,958	\$228,958	\$207,035

### Taxation

	2018 Pay 2019-2020	2017 Pay 2018-2019	2016 Pay 2017-2018	2015 Pay 2016-2017
+ Taxable Land Value	\$19,523	\$19,078	\$19,530	\$11,778
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$110,795	\$108,271	\$110,837	\$103,387
= Gross Taxable Value	\$130,318	\$127,349	\$130,367	\$115,165
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$130,318	\$127,349	\$130,367	\$115,165
x Levy Rate (per \$1000 of value)	24.99306	25.17664	25.63444	23.77970
= Gross Taxes Due	\$3,257.05	\$3,206.21	\$3,341.88	\$2,738.59
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	(\$121.22)	(\$122.11)	(\$124.33)	(\$115.33)
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$3,136.00	\$3,084.00	\$3,218.00	\$2,624.00

### Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2018	March 2020	\$1,568	No		616768
	September 2019	\$1,568	Yes	9/30/2019	
2017	March 2019	\$1,542	Yes	12/13/2018	516987
	September 2018	\$1,542	Yes	12/13/2018	
2016	March 2018	\$1,609	Yes	3/28/2018	412887
	September 2017	\$1,609	Yes	3/28/2018	
2015	March 2017	\$1,312	Yes	3/31/2017	313781
	September 2016	\$1,312	Yes	9/30/2016	
2014	March 2016	\$1,329	Yes	3/29/2016	217024
	September 2015	\$1,329	Yes	9/24/2015	

### 2019 Tax Statements

1410302001

### Homestead Tax Credit Application

[Apply online for the Iowa Homestead Tax Credit](#)

### Iowa Land Records

[View Deed \(2012R03909\)](#)

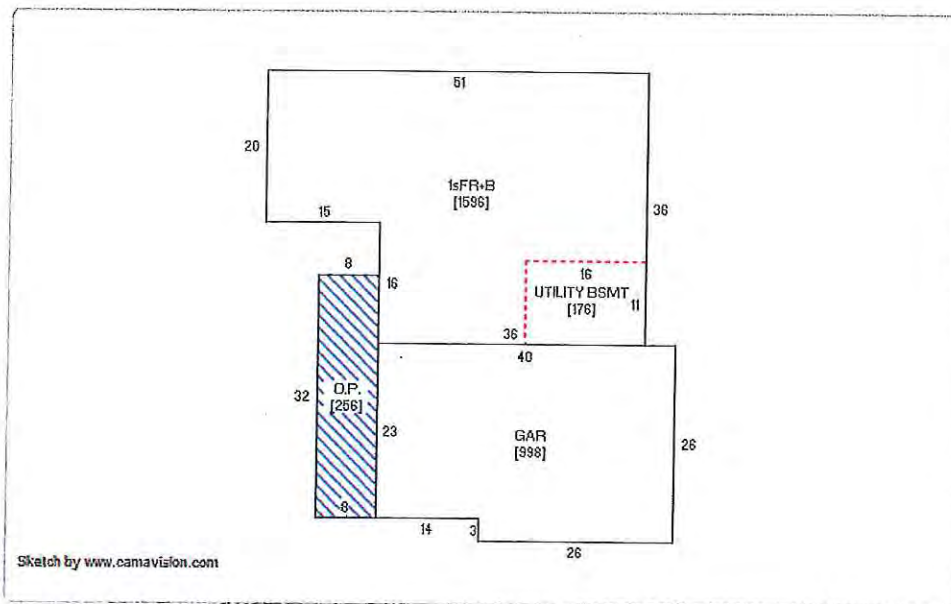
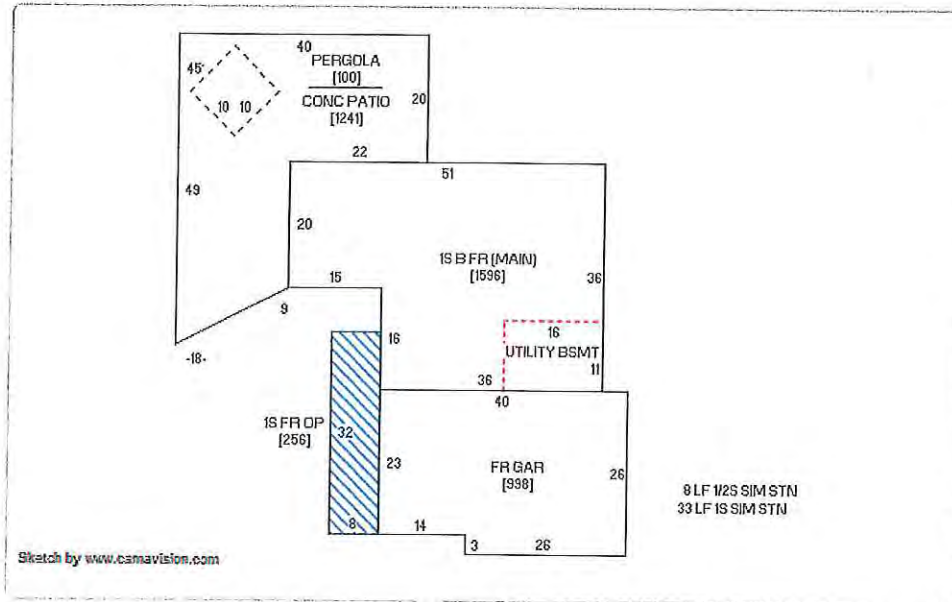
Data for Clayton County between Beacon and Iowa Land Records is available on the Iowa Land Records site beginning in 2006.  
For records prior to 2006, contact the County Recorder or Customer Support at [www.iowaLandRecords.org](http://www.iowaLandRecords.org).

### Photos





## Sketches



No data available for the following modules: Doing Business AS, Ag Soils, Commercial Buildings, Agricultural Buildings, Yard Extras, Special Assessments.

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### Summary

Parcel ID 14-10-302-011  
 Alternate ID  
 Property Address N/A  
 Sec/Twp/Rng -92-  
 Brief Tax Description EMERALD VALLEY ESTATES - PHASE 3 LOT 1 OF 3 92  
 (Note: Not to be used on legal documents)  
 Deed Book/Page 2019R01946 (7/11/2019)  
 Contract Book/Page  
 Gross Acres 0.00  
 Net Acres 0.00  
 Class R - Residential  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
 District CC CN - CC CN  
 School District Central School

### Owners

Deed Holder  
 Garaghty James P  
 205 Terry Lane  
 Elkader IA 52043

Contract Holder:

Mailing Address  
 Garaghty James P  
 205 Terry Lane  
 Elkader IA 52043

### Land

Lot Area 0.94 Acres ; 40,946 SF

### Valuation

Classification	2019	2018
Residential		
+ Assessed Land Value	\$3,255	\$0
+ Assessed Building Value	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0
= Gross Assessed Value	\$3,255	\$0
- Exempt Value	\$0	\$0
= Net Assessed Value	\$3,255	\$0

### Taxation

	2018 Pay 2019-2020
+ Taxable Land Value	\$0
+ Taxable Building Value	\$0
+ Taxable Dwelling Value	\$0
= Gross Taxable Value	\$0
- Military Credit	\$0
= Net Taxable Value	\$0
X Levy Rate (per \$1000 of value)	
= Gross Taxes Due	\$0.00
- Ag Land Credit	\$0.00
- Family Farm Credit	\$0.00
- Homestead Credit	\$0.00
- Disabled and Senior Citizens Credit	\$0.00
- Business Property Credit	\$0.00
= Net Taxes Due	\$0.00

### Tax History

#### Homestead Tax Credit Application

[Apply online for the Iowa Homestead Tax Credit](#)

No data available for the following modules: Doing Business AS, Ag Soils, Residential Dwellings, Commercial Buildings, Agricultural Buildings, Yard Extras, Sales, 2019 Tax Statements, Special Assessments, Iowa Land Records, Photos, Sketches.

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### Summary

Parcel ID 14-09-426-006  
 Alternate ID  
 Property Address N/A  
 Sec/Twp/Rng -92-  
 Brief Tax Description LOT 1 OF 2 NE SE 9 92 5  
 (Note: Not to be used on legal documents)  
 Deed Book/Page 2019R01946 (7/11/2019)  
 Contract Book/Page  
 Gross Acres 0.77  
 Net Acres 0.77  
 Class A - Agriculture  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
 District CC CN - CC CN  
 School District Central School

### Owners

Deed Holder	Contract Holder	Mailing Address
Garaghty James P		Garaghty James P
205 Terry Lane		205 Terry Lane
Elkader IA 52043		Elkader IA 52043

### Land

Lot Area 0.77 Acres; 33,541 SF

### Ag Soils

Soil Type	Soil Description	Acres	CSR	CSR Points
163D2	FAYETTE SILT LOAM	0.15	48.00	7.20
163F	FAYETTE SILT LOAM	0.43	21.00	9.03
163C2	FAYETTE SILT LOAM	0.04	76.00	3.04
163D2	FAYETTE SILT LOAM	0.01	48.00	0.48
163F	FAYETTE SILT LOAM	0.14	21.00	2.94
		Total Acres: 0.77	Average CSR: 29.47	Total CSR Points: 22.69

### Valuation

Classification	2019	2018
	Agriculture	
+ Assessed Land Value	\$482	\$0
+ Assessed Building Value	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0
= Gross Assessed Value	\$482	\$0
- Exempt Value	\$0	\$0
= Net Assessed Value	\$482	\$0

### Taxation

	2018
	Pay 2019-2020
+ Taxable Land Value	\$0
+ Taxable Building Value	\$0
+ Taxable Dwelling Value	\$0
= Gross Taxable Value	\$0
- Military Credit	\$0
= Net Taxable Value	\$0
x Levy Rate (per \$1000 of value)	
= Gross Taxes Due	\$0.00
- Ag Land Credit	\$0.00
- Family Farm Credit	\$0.00
- Homestead Credit	\$0.00
- Disabled and Senior Citizens Credit	\$0.00
- Business Property Credit	\$0.00
= Net Taxes Due	\$0.00

### Tax History

#### Homestead Tax Credit Application

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### Summary

Parcel ID 14-10-302-013  
 Alternate ID  
 Property Address N/A  
 Sec/Twp/Rng N/A  
 Brief Tax Description EMERALD VALLEY ESTATES - PHASE 3 LOT 3 OF 2  
 (Note: Not to be used on legal documents)  
 Deed Book/Page 2019R01946 (7/11/2019)  
 Contract Book/Page  
 Gross Acres 0.00  
 Net Acres 0.00  
 Class R - Residential  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
 District CCCN - CCCN  
 School District Central School

### Owners

Deed Holder  
 Garaghty James P  
 205 Terry Lane  
 Elkader IA 52043

Contract Holder

Mailing Address  
 Garaghty James P  
 205 Terry Lane  
 Elkader IA 52043

### Land

Lot Area 0.15 Acres; 6,534 SF

### Valuation

	2019	2018
Classification	Residential	
+ Assessed Land Value	\$525	\$0
+ Assessed Building Value	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0
= Gross Assessed Value	\$525	\$0
- Exempt Value	\$0	\$0
= Net Assessed Value	\$525	\$0

### Taxation

	2018
	Pay 2019-2020
+ Taxable Land Value	\$0
+ Taxable Building Value	\$0
+ Taxable Dwelling Value	\$0
= Gross Taxable Value	\$0
- Military Credit	\$0
= Net Taxable Value	\$0
x Levy Rate (per \$1000 of value)	
= Gross Taxes Due	\$0.00
- Ag Land Credit	\$0.00
- Family Farm Credit	\$0.00
- Homestead Credit	\$0.00
- Disabled and Senior Citizens Credit	\$0.00
- Business Property Credit	\$0.00
= Net Taxes Due	\$0.00

### Tax History

#### Homestead Tax Credit Application

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# SELLER DISCLOSURE OF PROPERTY CONDITION

(To be delivered prior to buyer making Offer to Buy Real Estate)



**Property Owner(s) & Address:**

James P. Garaghty

205 Terry Lane, Elkader, IA 52043

**Purpose of Disclosure:** Completion of Section I this form is required under Chapter 558A of the Iowa code which mandates the Seller(s) disclose condition and information about the property, unless exempt:

**Exempt Properties:** Properties exempted from the Seller's disclosure requirement include (IA Code 558A): Bare ground; property containing 5 or more dwellings units; court ordered transfers; transfers by a power of attorney; foreclosures; lenders selling foreclosed properties; fiduciaries in the course of an administration of an decedent's estate, guardianship, conservatorship, or trust; between joint tenants, or tenants in common; to or from any governmental division; quit claim deeds; intra family transfers; between divorcing spouses; commercial or agricultural property which has no dwellings.

Seller(s) certifies that the property is exempt from the requirement(s) of Iowa Code 558A because one of the above exemptions apply. If claiming an exemption, sign here and stop.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Buyer	_____ Date	_____ Buyer	_____ Date

**Instructions to the Seller:** (1) Complete this form yourself. (2) Report known conditions materially affecting the property and utilize ordinary care in obtaining the information. (3) Provide information in good faith and make a reasonable effort to ascertain the required information. (4) Additional pages or reports may be attached. (5) If some items do not apply to your property, write "NA" (not applicable). (6) All approximations must be identified "AP". If you do not know the facts, write or check UNKNOWN. (7) Keep a copy of this statement.

**Seller's Disclosure Statement:** Seller discloses the following information regarding the property and certifies this information is true and accurate to the best of my/our knowledge as of the date signed. Seller authorizes Agent to provide a copy of this statement to any person or entity in connection with actual or anticipated sale of the property or as otherwise provided by law. This statement shall not be a warranty of any kind by Seller or Seller's Agent and shall not be intended as a substitute for any inspection or warranty the purchaser may wish to obtain. The following are representations made by Seller and are not by any Agent acting on behalf of the Seller. **The Agent has no independent knowledge of the condition of the property except that which is written on this form.** Seller advises Buyer to obtain independent inspections relevant to Buyer.

Seller initials J.G. Buyer initials \_\_\_\_\_

## I. Property Conditions, Improvements and Additional Information: (Section I is Mandatory)

EACH AND EVERY LINE MUST BE ADDRESSED AND MARKED

1. **Basement/Foundation:** Has there been known water or other problems? Yes ☐ No ☒ Unknown ☐

1A. If yes, please explain: \_\_\_\_\_

2. **Roof:** Any known problems? Yes ☐ No ☒ Unknown ☐

2A. Type ASPH-gable

2B. Date of repairs/replacement (If any) \_\_\_\_\_

Describe: \_\_\_\_\_

3. **Well and pump:** Any known problems? Yes ☐ No ☒ Unknown ☐

3A. Type of well (depth/diameter), age and date of repair: Approx. 500 feet

3B. Has the water been tested? Yes ☒ No ☐ Unknown ☐

3C. If yes, date of last report/results: 2017

4. **Septic tanks/drain fields:** Any known problems? Yes ☐ No ☒ Unknown ☐

Location of tank south of house Age 2012 Unknown ☐

Has the system been pumped and inspected within the last 2 years?

Yes ☒ No ☐ Unknown ☐

Date of inspection August 2019 Date tank last cleaned/pumped August 2019 N/A ☐

5. **Sewer:** Any known problems? Yes ☐ No ☒ Unknown ☐

5A. Any known repairs/replacement? Yes ☐ No ☒ Unknown ☐

5B. Date of repairs

6. **Heating system(s):** Any known problems? Yes ☐ No ☒

6A. Any known repairs/replacement? Yes ☐ No ☒

6B. Date of repairs

7. **Central Cooling system(s):** Any known problems? Yes ☐ No ☒

7A. Any known repairs/replacement? Yes ☐ No ☒

7B. Date of repairs

8. **Plumbing system(s):** Any known problems? Yes ☐ No ☒

8A. Any known repairs/replacement? Yes ☐ No ☒

8B. Date of repairs

9. **Electrical system(s):** Any known problems? Yes ☐ No ☒

9A. Any known repairs/replacement? Yes ☐ No ☒

9B. Date of repairs

10. **Pest Infestation:** (wood-destroying insects, bats, snakes, rodents, destructive/troublesome animals, etc.)

10A. Any known problems? Yes ☐ No ☒ Unknown ☐

Date of treatment

10B. Previous Infestation/Structural Damage? Yes ☐ No ☒ Unknown ☐

Date of repairs

11. **Asbestos:** Is asbestos present in any form in the property? Yes ☐ No ☒ Unknown ☐

11A. If yes, explain:

12. **Radon:** Any known tests for the presence of radon gas? Yes ☐ No ☒

12A. If yes, test results?  Date of last report

13. **Lead Based Paint:** Known to be present or has the property been tested for the presence of lead based paint?

Yes ☐ No ☒ Unknown ☐

13A. Provide lead based paint disclosure.

14. **Any known encroachments, easements, "common areas"** (facilities like pools, tennis courts, walkways or other areas co-owned with others), zoning matters, nonconforming uses, or a Homeowners Association which has any authority over the property? Yes ☒ No ☐ Unknown ☐ easement to house from road - driveway



15. Features of the property known to be shared in common with adjoining landowners, such as walls, fences, roads and driveways whose use or maintenance responsibility may have an effect on the property?

Yes ☐ No ☒ Unknown ☐

16. Structural Damage: Any known structural damage? Yes ☐ No ☒ Unknown ☐

17. Physical Problems: Any known settling, flooding, drainage or grading problems? Yes ☐ No ☒ Unknown ☐

18. Is the property located in a flood plain? Yes ☐ No ☒ Unknown ☐

18A. If yes, flood plain designation \_\_\_\_\_

19. Do you know the zoning classification of this property? Yes ☐ No ☐ Unknown ☒

What is the zoning? \_\_\_\_\_

20. Covenants: Is the property subject to restrictive covenants? Yes ☒ No ☐ Unknown ☐

If yes, attach a copy OR state where a true, current copy of the covenants can be obtained:

☒ On file at County Recorder's office or: \_\_\_\_\_

You MUST explain any "Yes" responses above (Attach additional sheets if necessary): \_\_\_\_\_

Seller initials J. G.

Buyer initials \_\_\_\_\_

## II. Appliances/Systems/Services (Note: Section II is for the convenience of Buyer/Seller and is not mandatory):

**Notice:** Items marked "included" are intended to remain with the property after sale. However, included items may be negotiable between Buyer and Seller, and requested items should be in writing as either included or excluded in any Offer to Buy/Purchase Agreement. The Offer to Buy/Purchase Agreement shall be the final terms of any agreement.

	Included	Working? Yes	No	OR N/A		Included	Working? Yes	No	OR N/A
Range/Oven	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lawn Sprinkler System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Dishwasher	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Solar Heating System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Refrigerator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Heater, Wall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hood/Fan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	liner & equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Well & Pump	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TV receiving	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke Alarm	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Equipment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Septic Tank &	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sump Pump	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drain field	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alarm System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	City Water System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Central AC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	City Sewer System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Window AC	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plumbing System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Central Vacuum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Central Heating System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas Grill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Heater	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Attic Fan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Intercom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fireplace/Chimney	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Microwave	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood Burning System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Furnace Humidifier	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling Fan	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sauna/Hot tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water Softener/	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Locks and Keys	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Conditioner	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LP Tanks	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Washer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Keys & Locks	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Storage Shed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Swing Set	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Basketball Hoop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	"Pet fence"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Boat Hoist	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Boat Dock	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pet Collars	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>					
Garage door opener	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>					
				# of collars					
				# of remotes					

Exceptions/Explanations for "NO" responses above: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**ALL HOUSEHOLD APPLIANCES ARE NOT UNDER WARRANTY BEYOND DATE OF CLOSING.**  
 Warranties may be available for purchase from independent warranty companies.

Seller initials J.G Buyer initials \_\_\_\_\_

**III. Additional Non-Mandatory Requested Items:** Are you as the Seller aware of any of the following:

1. Any significant structural modification or alteration to property? Yes ☐ No ☒ Unknown ☐ Please explain: \_\_\_\_\_
2. Has there been a property/casualty loss over \$5,000, an insurance claim over \$5,000, OR major damage to the property from fire, wind, hail, flood(s) or other conditions? Yes ☐ No ☒ Unknown ☐ If yes, has the damage been repaired/replaced? Yes ☐ No ☐
3. Are there any known current, preliminary, proposed or future assessments by any governing body or owner's association of which you have knowledge? Yes ☒ No ☐ Unknown ☐
4. Mold: Does property contain toxic mold that adversely affects the property or occupants? Yes ☐ No ☒ Unknown ☐
5. Private burial grounds: Does property contain any private burial ground? Yes ☐ No ☒ Unknown ☐
6. Neighborhood or Stigmatizing conditions or problems affecting this property? Yes ☐ No ☒ Unknown ☐
7. Energy Efficiency Testing: Has the property been tested for energy efficiency? Yes ☐ No ☐ Unknown ☒  
If yes, what were the test results? \_\_\_\_\_
8. Attic Insulation: Type Blown 15 inches Unknown ☐ Amount 15 inches Unknown ☐
9. Are you aware of any area environmental concerns? Yes ☐ No ☒ Unknown ☐ If yes, please explain: \_\_\_\_\_
10. Are you related to the listing agent? Yes ☐ No ☒ If yes, how? \_\_\_\_\_
11. Where survey of property may be found: County Courthouse
12. Wind Farms: Is the subject property encumbered by certain Wind Energy rights? Yes ☐ No ☒  
If yes, rights by: Lease ☐ , Easement ☐ , Other ☐ Define Other: \_\_\_\_\_  
Wind Farm Company, Owner: \_\_\_\_\_

If the answer to any item is yes, please explain. Attach additional sheets, if necessary: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**13. Repairs:** Any repair(s) to property, not so noted: (Date of repairs, Name of repair company if utilized.) (Note: Repairs are not normal maintenance items) (Attach additional sheets, if necessary) None

#### IV. Radon Fact Sheet & Form Acknowledgement

Seller acknowledges that Buyer be provided with and the Buyer acknowledges receipt of the "Iowa Radon Home-Buyers and Sellers Fact Sheet", prepared by the Iowa Department of Public Health.

Seller  Seller \_\_\_\_\_ Date 10-8-2019

Seller has owned the property since 2012 (date). Seller has indicated above the history and condition of all the items based solely on the information known or reasonably available to the Seller(s). If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold Broker liable for any representations not directly made by Broker or Broker's affiliated licensees (brokers and salespersons). **Seller hereby acknowledges Seller has retained a copy of this statement.**

**Buyer hereby acknowledges receipt of a copy of this statement. This statement is not intended to be a warranty or to substitute for any inspection the buyer(s) may wish to obtain.**

Buyer \_\_\_\_\_ Buyer \_\_\_\_\_ Date \_\_\_\_\_





**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT:  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**

**Address:** 205 Terry Lane, Elkader, IA 52043

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**SELLER'S DISCLOSURE (initial)**

J.G. (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☒ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

No none

J.G. (b) Records and Reports available to the Seller (check one below):

☒ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

☐ Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**PURCHASER'S ACKNOWLEDGEMENT (initial)**

\_\_\_\_\_ (c) ☐ Purchaser has received copies of all information listed above.  
or, ☐ No Records or Reports were available (see (b) above).

\_\_\_\_\_ (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home, Lead Poisoning: How to Protect Iowa Families*.

\_\_\_\_\_ (e) Purchaser has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead based paint and/or lead-based paint hazards.

**AGENT'S ACKNOWLEDGEMENT (initial)**

J.B. (f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**CERTIFICATE OF ACCURACY**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate:

James Moritz  
Seller

10.8.2019  
Date

Purchaser

Date

Seller

Date

Purchaser

Date

Seller's Agent

Date

Purchaser's Agent

Date







2015R01652  
SUE MEYER  
CLAYTON COUNTY RECORDER  
ELKADER, IA  
RECORDED ON  
06/23/2015 11:35AM  
REC FEE: 42.00  
PAGES: 8  
STAMP#:

Prepared by: Justin Vorwald, Ehrhardt, Gnaag, McCorkindale & Vorwald, 132 South Main Street, P.O. Box 306, Elkader, IA 52043,  
Phone: (563) 245-1722

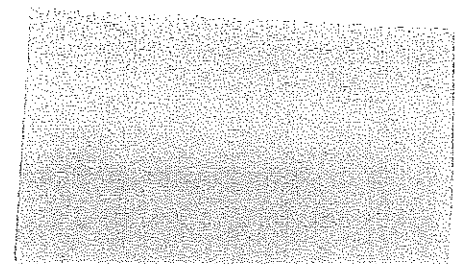
**FOURTH  
ADDENDUM TO DECLARATION  
AND  
RESTRICTIVE COVENANTS**

**FOR  
Emerald Valley Estates, Clayton County, Iowa**

The undersigned developers, and lot owners, being the majority lot owners of all real estate in the above Development hereby amend the following provisions of Declaration and Restrictive Covenants dated August 12, 2005, and filed for record on September 9, 2005, at Instrument No. 2005R03194, an addendum thereto filed for record on December 27, 2005, at Instrument No. 2005R04466, and an addendum thereto filed for record on October 8, 2007, at Instrument No. 2007R03325 as follows:

To delete therefrom the current Article II, Section I(E), and substitute in lieu thereof the following language:

- E. *No dwelling shall be permitted on any lot unless it has a square footage on the ground floor enclosed living area (exclusive of porches, porticoes, entrance-ways, areaways or garages) of at least 1200 square feet on the main floor, and no building shall be erected, altered, placed or permitted to remain on any lot which exceeds three (3) stories inclusive of the attic in height above the existing ground level. The house must be designed with architectural interest and must have a broken roof line. Any addition shall be designed as an integral part of the residence with the same architectural design and a broken roof line of the same pitch as the original residence. Each residence shall have a minimum roof pitch of 6/12. At least fifteen percent (15%) of the side of each residence facing the street shall be veneered with brick or stone. Each residence shall have tornado/hurricane fasteners or a strapping system equal to such fasteners for the roof and foundation. All residences shall have solid continuous foundation under the main portion of the house. A home with no basement is allowed. Furthermore, log homes are allowed.*



To delete therefrom the current Article II, Section 1(G), and substitute in lieu thereof the following language:

- G: *No trailer, mobile home, tent, shack, or barn shall be allowed on the lot for any purpose and no basement, garage, or outbuilding shall at any time be used as a residence. A camper, boat, or recreational vehicle may be parked on the residence so long as it is parked on a hard surface. During the building phase, a temporary residence may be placed on the property, but it shall remain no longer than one (1) year.*

To delete therefrom the current Article II, Section 1(K), and substitute in lieu thereof the following language:

- L: *No storage of snowmobiles, trailers, or similar items shall be permitted on any lot except within an enclosed garage. Recreational vehicles, boats, and campers may be stored on a hard surface. Aircraft may be tied down for up to ten (10) days in any thirty (30) day period.*

To delete therefrom the current Article III, Section 1(A), and substitute in lieu thereof the following language:

- A: *The developer shall be responsible for constructing roadways in the development as shown on the plat. These roadways must be completed by the developer to provide access from the state road to any lots in the development which meet all of the following criteria: the lot is sold, a structure has been built upon the lot, and the owner of the lot has made a written request to the developer to construct a road to that lot. In addition to the initial construction of the roadways, developer will provide maintenance of the roadway, including snow removal until such time as ten (10) lots in the subdivision are sold or five (5) years from the date of the declaration, whichever occurs earliest.*

To delete therefrom the current Article III, Section 1(B), and substitute in lieu thereof the following language:

- B: *Once ten (10) lots have been sold in the development or after five (5) years from the date of this declaration, maintenance and upkeep of the roadways, including snow removal, shall be controlled by Article VIII herein.*

To delete therefrom the current Article III, Section 1(C), and substitute in lieu thereof the following language:

- C: *The Association created in Article VIII shall be responsible for necessary maintenance, upkeep and snow removal, and for apportioning the costs among the lot owners. The costs shall be apportioned as follows: Each occupied lot that is*

served by a road shall pay a full assessment. each vacant lot that is served by a road shall be pay ten percent (10%) of what an occupied lot served by a road would pay, and a vacant lot not served by a road shall not be assessed any portion of the costs. Any amount that remains unpaid by any lot owner for more than thirty (30) days after demand by the Association shall constitute a lien against said lot owner's property as set out in Article VIII.

For purposes of this subsection, an occupied lot shall include any lot which has a structure built upon it and any lots adjoining a lot with a structure on it, which are owned by the same individual or entity. A vacant lot is defined as any lot which does not have a structure upon it and which is not contiguously attached to a lot which has a structure upon it which is owned by the same individual.

To delete therefrom the current Article III, Section 1(D), and substitute in lieu thereof the following language:

- D: Any improvement to the roadways in the development shall be agreed upon by at least three-fourths (3/4) of the lot owners of the development at the time of the improvements which are directly serviced by the road. Notice shall be mailed to each lot owner at least ten (10) days prior to any vote taken by the lot owners on the question of the roadway improvement. If approved by three-fourths (3/4) of the lot owners which are directly served by the road to be improved, the proportionate share of the improvement cost shall be paid by each lot owner which is directly serviced by the road in the same fashion as the lot assessments as provided in Section 1(C) above and shall become a lien against those lots as provided in Article VIII.

To delete therefrom the current Article IV, Section 1, prior to the beginning of subsection A, and substitute in lieu thereof the following language:

Wells shall be drilled only on well lots as platted in the development. No more than six (6) residential dwellings may be served by any one (1) well. Lots to be served (Phase 1 unless otherwise noted) by each well lot are as follows and are designated as Well Associations:

WELL ASSOCIATION NO.	WELL LOT NO.	LOTS TO BE SERVED
1	81	1,2, 77-80
2	82	3-6, 75-76
3	83	7,8, 19-22
4	84	9-11, and Phase 2 Lots 1, 2, 4
5	92	15-18, and Phase 3 Lots
6	91	60-65
7	90	57-59, 66-68
8	89	54-56, 69-72
9	88	23-25, 51-53
10	87	26-28, 48-50
11	86	29, 42-47
12	93	30-32, 39-41
13	85	33-38



*Each Well Association shall be responsible for construction and maintenance of its well, storage facility, and distribution system in accordance with applicable state and county regulations and according to the following terms and conditions:*

To delete therefrom the current Article IV, Section 1(D), and substitute in lieu thereof the following language:

- D: *Each well association shall meet as needed to approve maintenance or improvement measures of the well, water storage facilities, and distribution system. Individual service pipelines shall be the responsibility of the homeowner being served. Maintenance, replacement, and improvement costs of the well, water storage facilities, and distribution system shall be shared equally among the homeowners being served by the water system. Any amount that remains unpaid by any homeowner for more than thirty (30) days after completion of improvements shall constitute a lien against the homeowner's property. Said lien shall be established by filing an Affidavit by the remaining well association members. Said lien shall also recover reasonable attorney fees and court costs in collecting said unpaid amounts.*

To delete therefrom the current Article IV, Section 1(E), and substitute in lieu thereof the following language:

- E: *Any improvement to the well, water storage facilities, and distribution system shall be agreed upon by at least three-fourths (3/4) of the homeowners of the well association at the time of said improvements. If approved by three-fourths (3/4) of the homeowners, the proportionate share of the improvement cost shall be paid by each homeowner and shall become a lien against those homes as provided in Section 1(D) above.*

To delete therefrom the current Article IV, Section 1(F), and substitute in lieu thereof the following language:

- F: *For voting purposes homeowners shall be entitled to one (1) vote for every home owned. A husband and wife who own a home together and others who own a home jointly, shall be entitled to one (1) vote per home serviced by the well.*

To delete therefrom the current Article IV, Section 1(G), and substitute in lieu thereof the following language:

- G: *The developer shall drill all wells in the premises, as they are needed, and shall thereafter charge a hook-up fee for each new lot sold. Each new home constructed shall be required to install a water meter and a monthly water charge will be collected from each homeowner in an amount to be determined by the developer. All water used indoors and outdoors shall be metered. This includes lawn watering, garden watering, and swimming pools. The developer may enter into a well*

*maintenance agreement with Shawver Well Co., Inc., Dyersville, Iowa, to take the place of one (1) or more water meters. The developer may also enter into an accounting service agreement with Shawver Well Co., Inc. The costs of these agreements shall ultimately be borne by the homeowners of the wells being serviced.*

To delete therefrom the current Article VII, Section 2(A), and substitute in lieu thereof the following language:

- A: *The privileges and rights to the enjoyment of the use the lake established on the development includes the use of gasoline motors so long as they are utilized in such a way as to create no wake.*

Adds the following provision:

**ARTICLE VIII.  
EMERALD VALLEY HOMEOWNERS ASSOCIATION**

*SECTION 1. The developer of the properties subject to these restrictions will cause to be formed an association known as Emerald Valley Homeowners Association for the purpose of maintaining and administrating the common properties, (except well lots), administrating the roads, enforcing the restrictive covenants and restrictions, and collecting and dispersing the assessments and charges created herein.*

*SECTION 2. MEMBERSHIP. Every person or entity who is a record owner of a fee or undivided fee, interest in any lot, subject to these covenants, shall be a member of the association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.*

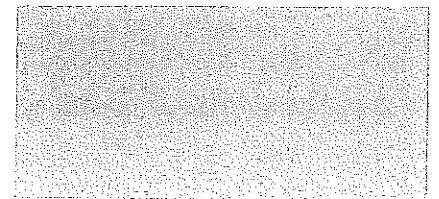
*SECTION 3. VOTING RIGHTS. The association shall have one (1) class of voting membership. Class members shall be all those owners as defined in Article 8, Section 2. Class members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by Article 8, Section 2. When more than one (1) person holds such interest or interest in any lot, all such persons shall be members, and the vote such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such lot.*

**SECTION 4. COVENANT FOR MAINTENANCE ASSESSMENTS**

- A. *Creation of the Lien and Personal Obligation with Respect to Assessments. The Developer, for each Lot within the properties*

subject to the provisions of this Declaration hereby covenants and each land owner of any such Lot, by acceptance of a deed therefore or contract for the purchase thereof (whether or not it shall be so expressed in any such deed or contract) shall be deemed to covenant for himself, his heirs, representatives, successors and assigns to pay to the Association an annual assessment. The assessment shall for any calendar year shall be due and payable on January 1<sup>st</sup> of the year for which the assessment applies. The first assessment of any lot purchaser shall be prorated to the date on which possession is transferred from the Developer to said lot purchaser. All such assessments, together with interest thereon and cost of collection thereof, shall be a charge on the land with respect to which such assessments are made and shall be a lien against such land when such lien is perfected as provided in this Article. Each such assessment, together with interest thereon and costs of collection thereof, also shall be the personal obligation of the person who is the owner of such assessed land at the time the assessment becomes due. Any assessments collected shall be deposited in FreedomBank, Elkader, Iowa.

- B. *Amount of Assessment, Change in Amount, and Date of Commencement.* The annual assessment for each year shall be set by the Association. In no event shall any amount be assessed unless approved in writing by the Association.
- C. *Effect of Nonpayment of Assessment; the Lien; Personal Obligation of the Owner.* If any assessment is not paid on the date when due, such assessment thereupon shall become delinquent and from and after the time when the Association shall have filed against the delinquent property with Clayton County Recorder an appropriate instrument setting forth such delinquency, such assessment, together with interest thereon and cost of collection thereof as hereinafter provided, shall become a continuing lien upon the property against which such assessments are made and shall bind such property in the hands of the then Owner, his heirs, representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.
- D. *Interest; Remedies of the Association.* Delinquent assessments shall bear interest at the highest legal rate chargeable to individuals from the date of delinquency. The Association may bring either an action at law against the person personally obligated to pay the same, or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the

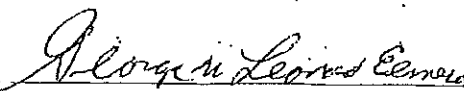


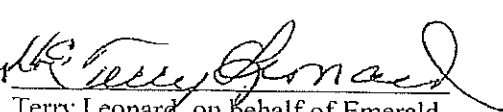


complaint in such action, and in the even a judgment is obtained, such judgment shall include interest as provided by law and reasonable attorney's fees to be fixed by the court, together with the costs of such action.

- E. Subordination of Lien of Mortgage. The lien of assessments provided herein shall be subordinated to the lien of any mortgage or deed to secure debt now or hereafter placed upon the properties subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due nor from the lien of any such subsequent assessment.
- F. Proof of Payment. The Association upon request and payment of a service fee of not more than fifteen dollars (\$15.00) at any time shall furnish any Owner liable for any assessment a certificate in writing signed by an officer of the Association setting forth what assessments, if any, which have been made with respect to said Owner's property and which are unpaid. Such certificate shall be conclusive evidence with respect to the matters certified herein.

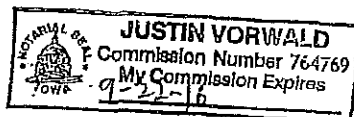
Dated this 17 day of June, 2015.

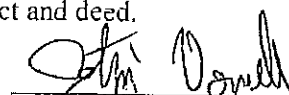
  
George Leonard, on behalf of Emerald  
Valley, LLC

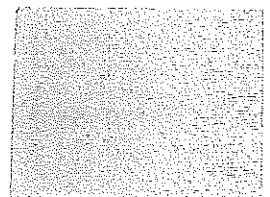
  
Terry Leonard, on behalf of Emerald  
Valley, LLC

STATE OF IOWA, COUNTY OF CLAYTON, SS:

On this 17 day of June, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **George Leonard**, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

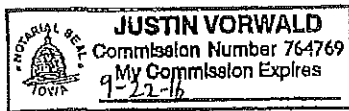


  
Notary Public in and for said County and State



STATE OF IOWA, COUNTY OF CLAYTON, SS:

On this 18 day of June, 2015, before me, the undersigned, a Notary Public in and for said County and State, personally appeared **Terry Leonard**, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.



*Justin Vorwald*

Notary Public in and for said County and State

A. EACH MEMBER OF EMERALD VALLEY ESTATES  
SHALL PAY A \$500 YEARLY FEE TO THE  
ASSOCIATION. AMOUNT TO BE REVIEWED  
YEARLY BY MEMBERSHIP.

